

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman Alejandro Levy
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

May 19, 2025

At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

This meeting will be conducted in person. The meeting will also be broadcast on our website at <https://balharbourfl.gov/government/village-clerk/minutes-and-agendas/>. Members of the public are also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

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

CALL TO ORDER/ PLEDGE OF ALLEGIANCE

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

- PA1** Proclamation Honoring the Life and Legacy of Rabbi Sholom D. Lipskar
- PA2** Proclamation Recognizing Jewish Heritage Month
- PA3** Proclamation in Recognition of National Police Week
- PA4** Certificate of Recognition for the 2025 Bal Harbour Officer of the Year
- PA5** Certificate of Recognition for the 2025 Bal Harbour Civilian of the Year
- PA6** Proclamation in Recognition of Public Works Week
- PA7** Certificate of Recognition for John Oldenburg
- PA8** Proclamation in Recognition of Water Safety Month
- PA9** Presentation on Hurricane Season Preparedness and Readiness

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Approval of Minutes

[VillageCouncilRetreatMinutes_February27-28_2025.pdf](#)

[VillageCouncil-RegularCouncilMeetingMinutes_April29_2025.pdf](#)

C7 - RESOLUTIONS

C7A Resolution Approving Event Production Services by Beachside Events for the 2025 Independence Day Celebration

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A THIRD AMENDMENT TO THE AGREEMENT WITH AAMUSICIANS (D/B/A BEACHSIDE EVENTS) FOR EVENT PRODUCTION IN THE AMOUNT OF \$65,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Vendors for the 2025 Independence Celebration ADA.pdf](#)

[Memorandum - Vendors for the 2025 Independence Celebration ADA.pdf](#)

[Resolution - Vendors for the 2025 Independence Celebration ADA.pdf](#)

[Attachment - Proposal IndependenceDay BeachsideEvents.pdf](#)

[Attachment - Third Amendment ADA.pdf](#)

C7B Resolution Approving Lease of Multi-Function Copiers for Municipal Use
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A THREE-YEAR LEASE AGREEMENT WITH DEX IMAGING FOR PRINTERS AND ASSOCIATED EQUIPMENT FOR USE BY THE VILLAGE ADMINISTRATION FOR FIFTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$56,484.00); AUTHORIZING THE VILLAGE MANAGER TO EXERCISE AN OPTION TO RENEW THE LEASE FOR ONE ADDITIONAL THREE-YEAR TERM; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Lease of Multi-Function Copiers for Municipal Use ADA.pdf](#)

[Memorandum - Lease of Multi-Function Copiers for Municipal Use ADA.pdf](#)

[Resolution - Lease of Multi-Function Copiers for Municipal Use ADA.pdf](#)

[Attachment - Bal Harbour Village Lease Renewal - Dex Imaging ADA.pdf](#)

C7C Resolution Accepting Liquor License Determination for 9700 Collins Ave, Suite 101

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT ZUZU TACK'S LLC D/B/A SLIM'S APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR THE RESTAURANT'S 4COP LICENSE THAT IS LOCATED IN THE BAL HARBOUR SHOPS IS COMPATIBLE WITH VILLAGE ZONING

REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Liquor License Determination ADA.pdf](#)

[Memorandum - Liquor License Determination ADA.pdf](#)

[Resolution - Liquor License Determination ADA.pdf](#)

[Attachment - Zuzu Tack's LLC dba Slim's Application ADA.pdf](#)

R5 - ORDINANCES

R7 - RESOLUTIONS

R7A Resolution Approving Temporary Easement Agreement with FIND for Beach Access at 96th Street

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A TEMPORARY WORK AREA EASEMENT AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND), TO PROVIDE ACCESS TO THE BAL HARBOUR BEACH AT THE EASTERN 96TH STREET TERMINUS FOR THE PLANNED BEACH NOURISHMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND AMENDMENTS AS OFFERED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Approval Easement Agreement With FIND ADA.pdf](#)

[Memorandum - Approval Easement Agreement With FIND ADA.pdf](#)

[Resolution - Approval Easement Agreement With FIND ADA.pdf](#)

[Attachment - Easement Agreement ADA.pdf](#)

R7B Resolution Authorizing Pre-Approval of Sanitary Sewer Pump Purchases for PS-1 and PS-2

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE UP TO SIX SULZER/ABS SUBMERSIBLE SANITARY SEWER PUMPS FROM HYDRA SERVICES INC., THE SOLE SOURCE VENDOR FOR THE STATE OF FLORIDA, FOR SANITARY SEWER PUMP STATION NUMBER ONE (PS-1) AND SANITARY SEWER PUMP STATION NUMBER TWO (PS-2) AS REQUIRED TO MAINTAIN EFFECTIVE SANITARY PUMP STATION OPERATIONS; SUBJECT TO VERIFICATION OF VENDOR SOLE SOURCE STATUS AT THE TIME OF PURCHASE; SUBJECT TO ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Approval Preauthorization of Pump Station Pump Purchases ADA.pdf](#)

[Memorandum - Approval Preauthorization of Pump Station Pump Purchases ADA.pdf](#)

[Resolution - Approval Preauthorization of Pump Station Pump Purchases ADA.pdf](#)

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Update on Bal Harbour Village Sister Cities Program - Mayor Jeffrey P. Freimark

[Update on Bal Harbour Village Sister Cities Program - Mayor Jeffrey P. Freimark ADA.pdf](#)

R9B Follow Up on Council Retreat Traffic Mitigation - Councilman David Wolf

[Follow Up on Council Retreat Traffic Mitigation - Councilman David Wolf ADA.pdf](#)

R9C - PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

[R11A1_Lobbyist Registration Report as of May13_2025.pdf](#)

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report

[Monthly Attorney Report April 2025 ADA.pdf](#)

END OF REGULAR AGENDA

ADJOURNMENT

One or more members of any Village Committee/Board may attend this meeting of the Council and may discuss matters which may later come before their respective Boards/Committees. The New Business and Council Discussion Section includes a section for Public Comment. On public comment matters, any person is entitled to be heard by this Council on any matter; however, no action shall be taken by the Council on a matter of public comment, unless the item is specifically listed on the agenda, or is added to the agenda by Council action.

Any person who acts as a lobbyist, pursuant to Village Code Section 2-301 (Lobbyists), must register with the Village Clerk, prior to engaging in lobbying activities before Village staff, boards, committees, and/or the Village Council. A copy of the Ordinance is available in the Village Clerk's Office at Village Hall. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

All persons who need assistance or special accommodations to participate in virtual meetings please contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. All Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.

BAL HARBOUR

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Bal Harbour Village Council

Retreat Minutes

February 27, 2025 from 9:00 AM until 6:30 PM

and

February 28, 2025 from 9:00 AM until 5:00 PM

Ritz-Carlton Bal Harbour • Mariner Room • 10295 Collins Avenue • Bal Harbour • Florida 33154

Thursday, February 27, 2025

CALL TO ORDER - Mayor Freimark called the Retreat to order at 9:24 AM.

The following were present:

Mayor Jeffrey Freimark
Vice Mayor Seth Salver
Councilman Alejandro Levy
Councilman Buzzy Sklar
Councilman David Wolf

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney
Ramiro Inguanzo, Assistant Village Manager
Sylvia Flores, Director Recreation, Arts & Culture
Dr. Rick Jensen, Retreat Facilitator

Dr. Jensen provided an overview of the 2-day agenda and reviewed the ground rules for engagement. He then reviewed the DISC (Dominance, Influence, Steadiness, Conscientiousness) profiles of those present and conducted a brief discussion on how those falling in different quadrants might interact under different scenarios. He then provided a golfing analogy regarding the 10,000-Hour Rule to achieve world-class expertise in any skill, highlighting that intentional, deliberate practice was more critical than the quantity of practice.

Mr. Gonzalez then reviewed the elements of the Bal Harbour Experience. He presented the proposed 2025 list of priorities. Councilman Wolf suggested including the mitigation of congested traffic to the proposed list, for which there was consensus to increase the priority of Community Policing including traffic control. Councilman Sklar suggested

lowering the priority of items for which the Council could only advocate, like Beach Renourishment, that would occur outside of the Council's ability to enact legislation.

The Council agreed upon the following list of priorities.

2025 Proposed	Project/Activity
1	Bal Harbour Shops Negotiations, Litigation, Legislative Advocacy, Administering DA, and Expansion Construction
2	Harbourfront Park/Cutwalk - Negotiate GMP and Commence Construction
3	Traffic Mitigation, Sustain Community Policing, Presence, Enforcement
4	New Village Hall Basis of Design Report (BODR) and begin Development of CDs
5	Utility Infrastructure Projects (5a; 6a, 6b; 7)
6	"State Preemption of Chapter 80" Ordinance
7	Beach Renourishment - Advocacy and Coordination of Project Execution
8	Planning Study on West Side Collins Avenue; Tahoma Parcel
9	Tourism Strategic Plan
10	Assist Gated Community with FPL

Projects Deferred to the Future
Waterfront Park Phase B (Old Village Hall Site Design/Development)
Stormwater Capital Plan (Phase 8)
Collins Corridor Master Plan
Beachside Master Plan (Hardpack & Jogging Trail)

Mr. Gonzalez then provided an update of the Bal Harbour Shops Live Local Application and the status of Florida House and Senate bills.

The Council recessed at 11:45 A.M. for a short break and reconvened at 12:00 Noon.

Matilde Reyes, Capital Program Director presented a Gantt chart showing the timeline of capital projects. She then described the remaining process to be followed for obtaining the Certificate of Occupancy for the Bal Harbour Waterfront Park. Mr. Gonzalez explained that the project is now in its closeout phase, but NV2A has not completed the remaining

work outlined in a 2024 Settlement Agreement. Mr. Gonzalez then described the status of the dispute with Zyscovich Architects regarding the errors and omissions on the project, which resulted in a high number of change orders and cost overruns. He said that there is a concern regarding these claims and that he was seeking Council direction, adding that legal action would be costly and complex, with limited recovery potential. He provided examples of designer related issues and explained that the Village could not claim the full cost of a change order due to a first cost principle. There was a general consensus that more information was needed before legal action is taken and the direction was given to initiate legal action to recover the costs.

Ms. Reyes then provided an update on the Jetty, Cutwalk and Harbourfront Park project. She said the design process was paused to reassess cost estimates, and the Village had since adopted a Construction Manager-at-Risk (CMAR) model and selected The Whiting-Turner Contracting Company to manage pre-construction services. She said that if the Guaranteed Maximum Price (GMP) is acceptable, construction is projected to begin in 2025, with project completion anticipated by June 2028. She said that the project had secured \$33.9 million in funding from various grants, State funds, developer contributions, and Resort Tax revenue. She showed an example of a live-stream underwater camera, to which the Council agreed would be a good addition.

Mr. Gonzalez added that the public art/light house proposed for the tip of the Jetty is estimated to be at least \$1 million.

A general discussion ensued regarding the proposed playground area with recommendations from Council members to obtain public input and recommendations for amenities as part of this project with the understanding that the location is a beachside area with limited play areas and no shade structures expected.

Ms. Flores provided an update of a survey taken regarding the use of the parking space under the bridge for pickleball in which the majority of respondents were in favor of keeping the space for parking. A general discussion ensued regarding how a survey might be influenced by a single group that was encouraged to respond, and might not represent the entire Village, with the agreement that although a survey represents one data point, the proposition of utilizing the parking area for a pickleball court should be put on hold for now. It was agreed that the Jetty project will progress with that site as a staging area, and a decision on the site's use after construction could be made in the future.

Mr. Gonzalez provided an update on the New Village Hall saying that the site is currently being used as a staging site for the Bal Harbour Shops, and in that the lease was extended until June 2025, Whiting-Turner had expressed their desire to continue using the site on a monthly basis. He said that original \$15.6 million contribution from Bal Harbour Shops was increased to \$20 million and another adjustment will be made by June 1, 2025. He said one of the next steps is to have an RFP for project management services will be issued

He said that the Village Charter currently constrains the height of the proposed building to 35 feet measured from the crown of the road without voter approval. He said that the

Council might want to consider having 2 levels of parking and a building of 35 feet would not be very functional. Councilman Wolf suggested utilizing more of the land in front of the proposed building. After a discussion there was unanimous support to consider that the height of the building be increased and to let the architects make recommendations.

The Council recessed at 1:47 P.M. for a short break and reconvened at 2:10 P.M.

Mr. Gonzalez provided an update of recent State legislation that would preempt local governments' power to regulate development and would prevent future changes to height regulations in accordance with the Charter. He suggested that to have greater oversight and consistency in regulating building heights any future requests should be required by ordinance to begin with Council discussion, have a Local Planning Agency hearing before first reading, and should require a supermajority vote on first and second reading, with public input at all stages. He further suggested that the ordinance should require that proposed measures align building height measurements with minimum finished floor elevations and a that there be a universal cap of 56 feet for municipal buildings.

A general discussion ensued regarding the creation of an RM6 zoning district that would be applicable to the Village Hall site and possibly the site just to the north, leaving open the possibility for that site to apply for RM6 status in the future. There was consensus to move forward with Village Hall and to leave the rest of the west side of Collins alone for now.

The Council recessed at 4:03 P.M. for a short break and reconvened at 4:11 P.M.

Mr. Gonzalez provided a presentation and update on the Utility Infrastructure Improvements Project (UIIP) explaining the status of each phase. He described the different components of the UIIP including upgrades to the water, sewer stormwater systems and milling and paving after phase completion. He said that Phases 1b, 3a, 3b, 3c and 4 had been completed and Phase 3d would soon be completed after Phase 7 completion. He said that Phase 5a was 80% complete with curb and gutter and milling and paving pending. He said that Phases 6a and 6b are underway, with project completion expected by June 2025.

He said that stormwater improvements involve replacing the Harbour Way pumpstation and installing new drainage and that Village had secured \$5.2 million in grants and \$6.5 million from a GO bond but an estimated \$10 million is unfunded.

A general discussion ensued regarding different options for funding the stormwater project including using general fund dollars, creating a stormwater fund or having it funded by users, and whether or not people living outside the Gated Community should be obligated to pay for improvements within the Gated Community, or live with the current situation. There was a general consensus from the Council for the Village Manager to explore different options to bring back to the Council for consideration.

The Council recessed the Retreat at 5:50 P.M.

Friday, February 28, 2025

The Council reconvened the retreat at 8:38 A.M.

Mr. Jensen reviewed the agenda for the day. Mayor Freimark introduced the discussion item regarding the Village Attorney's annual performance review and acknowledged receipt of the Attorney's annual report included in the Retreat agenda packet, adding that he had met with Ms. Trevarthen and that she had asked for the flat fee to remain and a 5% increase in the hourly rate.

There was a general consensus from the Council that it was happy with the Attorney's (and the firm's) performance and there was unanimous agreement with the Attorney's request, to be ratified at the March 18, 2025, Council Meeting. Mayor Freimark said he would also meet with Ms. Trevarthen to discuss retainer items and would bring that discussion back to the Council in April.

Ms. Trevarthen joined the Retreat at 9:22 A.M. All Council members expressed their pleasure in working with Ms. Trevarthen and her firm.

At 9:28 A.M. Ms. Flores provided an update of the Waterfront Park's first full year of operation of recreational programs, facility rentals and community events. She discussed the current fee structure and said that based on feedback from resident users she was recommending introducing a monthly membership model for fitness classes, standardizing a senior discount policy, and maintaining at least a nominal fee to encourage consistent attendance and cover costs. She said that she had also received requests to permit recurring facility rentals for religious purposes and requests for the installation of swings to the playground.

There was a general consensus from the Council to implement a senior discount and consider letting residents register accompanied non-residents to boost participation. There was also consensus to control the rental of the facility for recurring institutional purposes by limiting the number of times per year, the number of people per event, and for which holidays the park would not be available for those events, leaving the details for Ms. Flores to work out. The Council also requested that a formal annual report be provided to them in the same manner as the Resort Tax and Police reports.

Another general discussion ensued regarding the installation of swings and shade options. The Council reviewed a map of the park and opted for the location of the swings to be as far south as possible without interfering with access or large-scale events, like movies in the park. The Council also agreed that portable umbrellas would be something to consider.

The Council recessed at 10:50 A.M. for a short break and reconvened at 11:02 A.M.

In lieu of a discussion regarding “Keys to Effective Negotiation and Compromise,” Mr. Jensen opened the floor to general comments from Council members.

Councilman Sklar noted that per weekly Letters to Council, the police report numbers are decreasing, and he asked if staff were being replaced when promoted. He said he would like to see police vehicles on Collins 24/7 suggested that police might help mitigate traffic congestions. He asked for a status update on the entrance signs for Collins and 96th Street.

Vice Mayor Seth Salver said that he would like to see more police car visibility on Collins Avenue.

Councilman Wolf noted that here is still an ongoing concern with a sewer smell in the Gated Community.

Councilman Wolf asked if Letters to Council could have the substance of the LTC placed in the body of the email in addition to the attachment, to facilitate reading them on mobile devices. He also suggested having a mid-year retreat-style workshop.

Councilman Sklar said that he was disappointed with that his e-bike ordinance had failed and there was general consensus that he could bring it back to Council for discussion.

Vice Mayor Salver Seth noted that the condition of the sidewalks along Collins Avenue needed to be addressed for which the Council asked staff to provide a cost estimate.

At 1:50 P.M. Mr. Gonzalez conducted a brainstorming session in which Council members presented their ideas on what was causing traffic congestion on Collins Avenues and ways in which congestion can be mitigated. Ideas for causes included an increase in vehicular and pedestrian traffic, too many traffic lights, cars turning into the Shops, the southbound crosswalk on 96th and Harding, timing of traffic lights, blocking lanes when issuing tickets, and Shul traffic. Mitigation ideas included utilizing police to direct traffic during key periods, synchronization of traffic lights, delineators for southbound traffic to prevent merging, pedestrian bridges, and coordination via a multi-community approach.

Police Chief Raleigh Flowers presented an overview of the Bal Harbour Police Department’s ongoing efforts to ensure public safety, emphasizing the use of crime statistics, community feedback, and operational data as key indicators. He said that 99% of those surveyed at public events reported feeling safe in the Village. He noted that in 2024, 91% of police activity was self-initiated, including routine patrols, security checks, and traffic enforcement designed to enhance visibility and deter crime.

He reported a 20% overall reduction in crime compared to the previous year, with violent crime holding steady at two incidents and property crime dropping from 168 to 121 cases. He said arrests had increased by 9.4%. He said that within the Gated Residential community, over 2,389 patrols and security checks were conducted in collaboration with the Civic Association, helping to prevent vehicle theft and reduce property crimes.

Chief Flowers said that his department logged over 2,500 hours of specialized training and becoming the first in the region to adopt the non-lethal Taser 10. He noted that community outreach efforts in the utilization of Tip411 and initiatives such as women's self-defense classes and autism awareness training, which has reached more than 40,000 officers statewide.

At 3:13 P.M Mr. Gonzalez provided an update on Police Benevolent Association negotiations, after which Mr. Inguanzo provided an update on the Tourism Marketing Plan.

Mr. Inguanzo said that Resort Tax collections for FY 2025 saw record highs in three of the first four months. He described the five focus areas of the Plan: data analytics, tourism operations and marketing, partnerships, event facilitation, and tourism product development. He said the Village had contracted Tourism Economics in September 2024 and began using its Symphony platform that December to analyze visitor trends, spending, and digital engagement. He said that the Village is using this data to track key performance indicators like visitor volume, length of stay, and travel patterns, which, he said, will help optimize marketing and guide event planning.

ADJOURNMENT: The Retreat was adjourned at 3:15 PM.

Mayor Jeffrey Freimark



Attest:

Dwight S. Danie, Village Clerk

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Bal Harbour Village Council

Regular Meeting Minutes

April 29, 2025

At 6:30 PM

Bal Harbour Village Hall • Council Chamber • 655 96th Street • Bal Harbour • Florida 33154

This meeting was conducted in person. The meeting was also broadcast on our website at <https://balharbourfl.gov/government/village-clerk/minutes-and-agendas/>. Members of the public were also encouraged to participate by email (meetings@balharbourfl.gov) or by telephone at 305-865-6449.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE - Vice Mayor Seth Salver called the meeting to order at 6:42 following the Local Planning Agency Meeting.

The following were present:

Vice Mayor Seth E. Salver
Councilman Alejandro Levy
Councilman Buzzy Sklar
Councilman David Wolf

The following were not present

Mayor Jeffrey P. Freimark

Also present:

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

The Pledge of Allegiance was led by Vice Mayor Salver at the beginning of the LPA meeting.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Councilman Sklar requested the removal of item C7B from the Consent Agenda so that it could be discussed as part of the regular agenda, to be heard after item R9B.

PRESENTATIONS AND AWARDS

PA1 Proclamation Recognizing Israel's 77th Anniversary of Independence

Vice Mayor Salver read the proclamation recognizing the 77th anniversary of Israel's independence, commemorating the historical and spiritual significance of the founding of

the State of Israel on May 14, 1948, and acknowledging April 29 Yom HaZikaron, Israel's Memorial Day, and Yom Ha'atzmaut, Independence Day, which begins the evening following, highlighting the connection between sacrifice and celebration.

PA2 Proclamation Recognizing End Jew Hatred Day

Vice Mayor Salver recognized Councilman Levy who in turn recognized members of the End Jew Hatred organization. Vice Mayor Salver read the proclamation declaring April 29, 2025, as "End Jew Hatred Day," which addressed the rising tide of antisemitism across the globe, reaffirmed the right of Jewish people to live free from discrimination, emphasized the nonpartisan nature of the observance, stressed that combating antisemitism was part of the broader fight against all forms of bigotry, and called for collective action to promote inclusivity, dignity, and justice for all communities.

Britt Belferman, of #End Jew Hatred, expressed her gratitude to Councilman Levy, Mayor Freimark, and the entire Village Council for their leadership in issuing the proclamation. She said that the declaration was a meaningful stand against hatred and a model for others, invoking Holocaust remembrance.

PA3 Proclamation Recognizing April as Autism Acceptance Month

Vice Mayor Salver read the proclamation recognizing April 2025 as Autism Acceptance Month, which emphasized autism as a lifelong developmental condition that affects social interaction and perception, highlighted the value and contributions of autistic individuals in society, stressed the importance of embracing diversity and the necessity of fostering inclusive environments that allow all individuals to thrive, and emphasized evidence-based practices and respect for autism as a natural variation of the human condition.

He recognized Bal Harbour Police Detective Hector Gonzalez and his son Christopher who have trained emergency personnel throughout Florida and Georgia and pointed out the Britto-designed Autism Awareness police vehicle parked outside of Village Hall, which he said was a symbol of the Village's ongoing support for Autism visibility and inclusion.

PA4 Presentation and Project Update on the Harding Avenue Realignment by Whiting-Turner Contracting

Mr. Gonzalez introduced the item saying that the presentation was a continuation of last month's discussion and that coordination with FPL was necessary due to overlapping work in the same area. Councilman Sklar asked why the presentation was not included on the Agenda to which Nik Massey, Bal Harbour Shops for Whiting-Turner Contracting, explained that materials had been submitted late due to ongoing plan adjustments.

Mr. Massey then provided an update on the FDOT permitting delays caused by a new requirement for a lane closure analysis, which, he said, pushed back the permit approval timeline resulting in shifting project dates, adding that the duration remains unchanged. He said that the report for the lane closure analysis had been initiated and would be

submitted to FDOT around May 7 and once FDOT reviews it and responds to the report, further updates will be made and shared with Staff and Council.

Mr. Massey provided a description of FPL's infrastructure work along Collins Avenue, including the installation and extension of underground duct banks designed to eventually serve both the Bal Harbour Shops expansion and the Village's security district. He said construction will be conducted in phases, mostly at night, from 9:00 PM to 5:00 AM, to minimize traffic disruption, with partial lane closures over a period of approximately seven weeks. He then summarized the MOT (Maintenance of Traffic) plan.

He said that a direct crossing from Collins Avenue onto Bal Harbour Shops property was explored but ultimately deemed unfeasible due to underground infrastructure, foundation obstructions, and signature landscaping that would be difficult to work around.

Mr. Gonzalez asked whether the delay in the Harding Avenue realignment project created an opportunity to begin FPL's work sooner, to which Mr. Massey affirmed that it did, noting that FPL is ready to start immediately and could likely complete the more disruptive portions of the work before the heavier Harding realignment construction begins.

PA5 Presentation of the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year 2024

This item was incorporated into the discussion with Agenda Item R7A.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Approval of Minutes

C7 - CONSENT AGENDA RESOLUTIONS

C7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE SOLE SOURCE PURCHASE AND EXECUTION OF AGREEMENTS WITH CENTRALSQUARE TECHNOLOGIES, LLC IN THE AMOUNT OF THIRTY-THREE THOUSAND ONE HUNDRED FIFTY DOLLARS (\$33,150) AND NEWCOM WIRELESS SERVICES, LLC IN THE AMOUNT OF FIFTY-NINE THOUSAND NINE HUNDRED DOLLARS AND EIGHTY CENTS (\$59,900.80), FOR A COMBINED TOTAL NOT TO EXCEED NINETY-THREE THOUSAND FIFTY DOLLARS AND EIGHTY CENTS (\$93,050.80), FOR THE MIGRATION, REHOSTING, AND DISASTER RECOVERY IMPLEMENTATION OF THE ONESOLUTION COMPUTER-AIDED DISPATCH (CAD) SYSTEM FOR THE POLICE DEPARTMENT; 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 Councilman David Wolf.

VOTE: The Motion passed by unanimous voice vote (4-0).

C7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE ENGAGEMENT OF TIRONE ELECTRIC, INC. TO PROCURE AND INSTALL REQUIRED ELECTRICAL COMPONENTS TO RE-ESTABLISH ELECTRICAL SERVICE TO THE BEACH AREA PEDESTRIAN LIGHTING AND IRRIGATION SYSTEM, AS DETAILED WITHIN TIRONE ELECTRICAL, INC, PROPOSAL NO. 6A24-165, IN THE AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$85,388), INCLUSIVE OF A TEN PERCENT (10%), CONTINGENCY ALLOCATION OF SEVEN THOUSAND SEVEN HUNDRED SIXTY THREE DOLLARS (\$7,763), ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was removed from the Consent Agenda and considered at 7:57 P.M. following Agenda item R9B. Mr. Gonzalez explained that salt air had corroded the electrical panel to the point of failure, and Florida Power & Light (FPL) had deemed it unrepairable. He said that he had authorized work to begin prior to Council ratification to expedite the restoration process.

Councilman Sklar noted that the beach path had been without lighting since January 29 and that there was no backup "Plan B" in place. He said that safety is a key Village pillar and expressed his frustration that staff only acted after he raised the issue weeks earlier.

John Oldenburg, Director of Public Works and Beautification Department, provided details of the steps taken, explaining that a temporary meter and panel were now installed and awaiting final FPL activation, which should restore lighting within days. Mr. Gonzalez acknowledged the Council's concerns, saying that identifying the issue, coordinating with FPL, and procuring parts took time, and that other interim solutions had been considered, but were rejected for being non-compliant or unsightly.

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

VOTE: The Motion passed by unanimous voice vote (4-0).

R5 - ORDINANCES

R5A AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 8.5 "FLOOD DAMAGE PREVENTION", SECTION 8.5-2 "DEFINITIONS" OF THE CODE OF ORDINANCES;

AMENDING CHAPTER 21 "ZONING", ARTICLES I - III TO AMEND DEFINITIONS, PROCEDURES, AND REGULATIONS RELATED TO HEIGHT; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item incorporating his prior remarks the Local Planning Agency Meeting. He explained that the ordinance was a direct response to recent preemption by the Florida Legislature, which invalidated the Village’s charter-based referendum requirement on zoning changes such as height increases.

He said that the ordinance was crafted to provide a meaningful safeguard for residents while aligning the method of height measurement with FEMA base flood elevation standards and treating all zoning areas consistently. He said that it also establishes a specific height limit for municipal buildings and, crucially, lays out procedures for any future changes to height regulations that included additional public hearings and requiring a supermajority vote in both the first and second readings. He added that the Local Planning Agency had reviewed and unanimously recommended the ordinance earlier in the evening.

Ms. Trevarthen also reaffirmed her prior legal analysis, emphasizing that the Village’s referendum provision had been effectively preempted by a 2023 state law. She confirmed the ordinance was properly structured to comply with the new legal framework and was ready for approval.

Babak Raheb, 128 Balfour Drive, suggested requiring an unanimous Council vote for height changes noting past experiences in Bal Harbour, suggesting that powerful interests could easily secure that level of support to alter building heights. Mr. Gonzalez said that the proposed supermajority procedure was more stringent than a simple majority and included additional layers of public engagement. He said that requiring unanimous approval could be overly restrictive and was not standard practice, whereas a supermajority represented a well-accepted balance of rigor and practicality.

Vice Mayor Salver reiterated that the supermajority threshold would apply to both readings of any future ordinance seeking a height change.

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

ROLL CALL	VOTE
Mayor Jeffrey P. Freimark	---
Vice Mayor Seth E. Salver	Yes
Councilman Alejandro Levy	Yes
Councilman Buzzy Sklar	Yes
Councilman David Wolf	Yes

VOTE: The Motion passed by unanimous roll call vote (4-0).

R7 - RESOLUTIONS

R7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2024, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE VILLAGE'S INDEPENDENT AUDITOR, RSM US LLP; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item noting that the Village once again received a clean audit opinion and he introduced to Anil Harris, RSM US LLP, and Claudia Dixon, Chief Financial Officer.

Mr. Harris explained the required auditor communication, in which he emphasized that the Village received an unmodified—or clean—opinion, and that there were no material audit adjustments, policy changes, unusual transactions, or disagreements with management. He said only two minor uncorrected misstatements were noted, both related to timing of available information. He confirmed full access to records and personnel and affirmed that the auditors maintained their independence throughout the process.

He noted that all additional required reports, including those for internal controls and compliance, were also clean. He highlighted the Village's continued excellence in financial reporting, noting that the Village again received the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association (GFOA), and that this marked the tenth consecutive year the Village earned the distinction.

Vice Mayor Salver thanked Ms. Dixon and her team for their work, expressing personal appreciation for the professionalism he consistently sees.

Ms. Dixon said that the audit's success was a result of collaborative effort across departments. She noted that the audit covered financials, internal controls, and both the Police and General Employee Pension Plans.

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

VOTE: The Motion passed by unanimous voice vote (4-0).

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2024-25 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that this amendment followed the audit's completion and effectively closed out the prior fiscal year. He reported a \$7.6 million surplus in the General Fund, largely due to developer contributions and strong investment returns. He said the performance exceeded revenue projections, adding building permit activity and construction values were a big factor.

He said that pursuant to the Village's fiscal policy, half of the General Fund surplus—approximately \$2.5 million—would be transferred into the Capital Reserve Fund to support the Village's infrastructure program, the other half, approximately \$2.52 million, would be allocated to the General Fund's unassigned fund balance, adding that this policy helps maintain a strong financial position in case of emergencies.

Mr. Gonzalez also detailed proposed allocations in other funds. He said that the Gated Community's surplus would remain in its designated fund, Resort Tax surpluses would be held for future capital projects (particularly for the Jetty project), and Water System funds would stay within the utility fund for reinvestment. Ms. Dixon added that Exhibit A of the Resolution included a \$2 million budget amendment for Project 6A of the Utility Master Plan, as well as a carry-forward of unspent capital project funds.

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

VOTE: The Motion passed by unanimous voice vote (4-0).

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; DIRECTING THE VILLAGE MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH UNITED STATES IMMIGRATION AND CUSTOMS ENFORCEMENT (ICE), A COMPONENT OF THE DEPARTMENT OF HOMELAND SECURITY (DHS), RELATING TO THE PERFORMANCE OF CERTAIN IMMIGRATION ENFORCEMENT FUNCTIONS BY THE VILLAGE OF BAL HARBOUR POLICE DEPARTMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Gonzalez introduced the item saying that the proposed agreement was prompted by recent state mandates and legal developments. He said that while South Miami had filed a declaratory judgment seeking clarification on whether municipalities, as opposed to counties, are required to comply, the Village was moving forward with authorization in the event that compliance becomes obligatory. He noted that if the court decision changes the requirements, the Village's course of action would adapt accordingly.

Police Chief Raleigh Flowers described the operational parts of the agreement, emphasizing that his department's role would remain largely unchanged. He said that the Police Department has historically worked in coordination with federal agencies in a reactive capacity, particularly on marine patrols and joint operations with agencies such as Customs and Border Protection and the FBI. He said that Bal Harbour officers will not

proactively engage in immigration enforcement, but rather respond when assistance is requested by federal partners.

Chief Flowers said that one officer, already assigned to the FBI Joint Terrorism Task Force, will serve as the designated liaison under this agreement and while performing ICE-related functions, that officer would operate under federal authority, not the direct supervision of the Village Police Department.

Vice Mayor Salver asked for clarification on command structure and funding to which, Chief Flowers confirmed that during ICE-assigned duties, the officer would fall under federal command, and any overtime related to such tasks would be reimbursed by the federal government.

Ms. Trevarthen said that the litigation in question was focused on whether the state law applies to municipalities, as it is currently silent on that point and said that the resolution allows the Village Manager to sign the agreement contingent on the outcome of the pending litigation. She said that the Village had already alerted its liability insurer and is monitoring developments closely, along with other Florida municipalities.

Councilman Levy expressed his concern about whether refusing to sign might negatively affect the Village's standing with the State Legislature, to which Mr. Gonzalez said that the resolution allows the Village to comply without prematurely acting before the court's determination, adding that the Village would comply as necessary.

Councilman Sklar noted the risks of non-compliance included financial penalties and even the potential for removal from office, which he said underscored the importance of proceeding carefully but responsibly.

Babak Raheb, 128 Balfour Drive, asked whether a Village officer assigned to ICE functions would have arrest authority similar to a federal immigration agent, to which Chief Flowers said that Bal Harbour officers would not proactively check immigration status, but if the designated officer was functioning as part of a federal task force, then they would have arrest powers under federal jurisdiction.

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

VOTE: The Motion passed by unanimous voice vote (4-0).

R7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPOINTING MEMBERS TO THE TWO SEATS ON THE RESORT TAX COMMITTEE OCCUPIED BY ENTITIES THAT COLLECT THE RESORT TAX; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the two seats were designated for representatives from entities that collect Resort Tax and that both seats had recently become vacant, and the nominees were from two of the Village's hotels: Eugenia Dwyer, General Manager of the Ritz-Carlton, and Beatriz Lobate, Director of Luxury Sales and Marketing at the St. Regis.

Councilman Sklar expressed his concern about the lack of restaurant representation on the Committee adding that the Committee's past composition of mostly hotel representatives had not worked well and that a voice from the restaurant community is essential for balanced oversight of Resort Tax matters.

Assistant Village Manager Ramiro Inguanzo said that outreach had been made to other restaurants in the Village, including those at Bal Harbour Shops, but that many were in transition. He noted that both Aba and La Zoo had recently closed, and that the Starr Group was prioritizing the opening of a new venue expected by Thanksgiving.

Babak Raheb, 128 Balfour Drive, asked if both nominees were from the St. Regis to which Mr. Gonzalez responded that one nominee was from the Ritz-Carlton and the other from the St. Regis, adding that these appointments were not permanent.

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

VOTE: The Motion passed by unanimous voice vote (4-0).

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Blood Donation Awareness & Emergency Preparedness Courses - Councilman Alejandro Levy

Councilman Levy introduced the item saying that the Village's proximity to water and prevalence of private pools makes preparedness and public education essential. He proposed organizing a community blood drive and launching a joint water safety initiative with neighboring municipalities Surfside and Bay Harbor Islands.

He said that he was proposing an initiative that could include community courses on CPR, water safety, and tide awareness, and as a certified CPR instructor, he was offering his services. He noted that Village's Police Department has an officer trained in CPR instruction, and he expressed confidence that both the Police Chief and Miami-Dade fire rescue partners might support the effort. He mentioned that similar efforts were being pursued at the County level by Commissioner Micky Steinberg and Mayor Daniella Levine Cava.

Vice Mayor Seth Salver said that he supported the idea and asked if the initiative had been previously discussed with staff, to which Councilman Levy said that he had spoken with Mr.

Inguanzo. He said that he was now seeking Council consensus and permission to move forward with Staff and neighboring communities. Councilman Buzzy Sklar suggested that Hatzalah and other local partners might assist, saying they could coordinate with Surfside's existing blood donation site and that the Village could promote these events when scheduled. There was a general consensus in support of the proposal and Mr. Gonzalez said Staff could assist in the coordination.

Councilman Sklar then raised a concern about the crosswalk on Harding Avenue and 96th Street that had been slated for removal. Mr. Gonzalez explained that a joint meeting among the three municipalities and the Florida Department of Transportation (FDOT) had been delayed, but all jurisdictions had now submitted resolutions and said that an update would be shared with the Council once FDOT responded.

R9B - PUBLIC COMMENT

Babak Raheb, 128 Balfour Drive raised a safety concern about construction vehicles trying to enter the Gated Community through the Bal Bay Drive gate, and vehicles that were speeding saying that it was an accident waiting to happen. He requested that contractors be clearly directed to enter via Collins Avenue only and that enforcement be heightened to slow down traffic from construction trucks unfamiliar with neighborhood rules.

R10 - VILLAGE MANAGER REPORT

Mr. Gonzalez provided an update regarding the upcoming beach renourishment project. He said that following the erosion from a hurricane shortly after the 2022 renourishment project, which had involved the placement of approximately 200,000 cubic yards of sand, the Village had secured FEMA and Army Corps support for an out-of-cycle renourishment effort. He said that the upcoming project would place approximately 235,000 cubic yards of sand on the beach, one of the largest renourishments in the last 20 years.

He said it would be staged in North Miami and trucked in via 96th Street, with work proceeding from south to north, noting that the contractor would coordinate all turtle monitoring and compliance procedures. He said that the beach work should conclude by September 20 and noted that the improvements should help mitigate seaweed issues and offer long-term benefits.

He said that work on the Jetty would proceed west to east and focus initially on the seawall area, minimizing interference. He also said that the Village is experimenting with a two-part Fourth of July event: a daytime, family-oriented gathering at the park, followed by an evening fireworks and drone display on the beach, to minimize conflicts.

Mr. Gonzalez said that the Village is working with Cummins Cederberg to obtain permits for the removal of metal hazards protruding from groin structures. He said that while the Village does take action to cut exposed metal when identified, it is seeking formal authorization to do so on a recurring basis and to install permanent safety warnings. He

said that long-term plans include wrapping the groin structures in polyethylene to both protect swimmers and potentially aid in sand retention, though full redesign and rebuild efforts remain part of a larger Federal project not yet underway.

Mr. Gonzalez then provided an update of State legislation regarding the Live Local Act. (House Bill 943 and Senate Bill 1730). He said that although the overall legislation remains problematic for local governments, he was encouraged that language preempting development agreements, initially included in earlier versions, had been removed in both the House and Senate versions and that this aligns with prior commitments from lawmakers and helps preserve the Village's ongoing efforts to manage development locally. He noted that the Live Local bill had been amended to narrow its application, and areas in Bal Harbour zoned exclusively single-family appear unaffected. He cautioned, however, that final outcomes could still shift before the bill is signed by the governor.

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report

Ms. Trevarthen announced that pursuant to section 286.011(8), she would be scheduling an attorney client session to seek advice from the Council on pending litigation in the following matters.

- a. BAL HARBOUR SHOPS, LLC v. VILLAGE OF BAL HARBOUR, Case No. 2024-010142-CA-01.
- b. BAL HARBOUR SHOPS, LLC v. VILLAGE OF BAL HARBOUR, Case No. 2024-001246-CA-01.
- c. BAL HARBOUR SHOPS, LLC v. VILLAGE OF BAL HARBOUR, Case No. 2025-002494-CA-01.

END OF REGULAR AGENDA

ADJOURNMENT- The meeting was adjourned at 8:15 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 APPROVING A THIRD AMENDMENT TO THE AGREEMENT WITH AAMUSICIANS (D/B/A BEACHSIDE EVENTS) FOR EVENT PRODUCTION IN AN AMOUNT OF \$65,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village approve an amendment to the agreement with AAMusicians (d/b/a Beachside Events) to expand the scope of services to include the 2025 Independence Day Celebration?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

AAMusicians (d/b/a Beachside Events) is an entertainment company based in South Florida that provides live musical entertainment along with logistical support, catering, and overall coordination for events. The Village has contracted with AAMusicians (d/b/a Beachside Events) to provide entertainment and event production for multiple installments of our monthly music series, annual Spring Festival, grand opening celebration events for the Bal Harbour Waterfront Park, and the 2024 Independence Day Celebration. These events have consistently been well received with the logistics and coordination provided by AAMusicians (d/b/a Beachside Events) being extremely organized and professional.

The Village requested proposals from various vendors to provide event production services for an enhanced 2025 Independence Day Celebration with two separate events on July 4, 2025, to include event rentals, live entertainment, activities, and catering. AAMusicians (d/b/a Beachside Events) provided a comprehensive and competitive proposal and as such, staff recommends amending their agreement to include the event production services for the 2025 Independence Day Celebration in the amount of \$65,000. Funding for these events is included in the Fiscal Year (FY) 2024-2025 Resort Tax Fund budget.

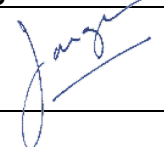
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$65,000	Resort Tax Fund	10-72-504853

Sign off:

Dir. Rec., Arts & Culture	Chief Financial Officer	Village Manager
Sylvia Flores	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: May 19, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A THIRD AMENDMENT TO THE AGREEMENT WITH AAMUSICIANS (D/B/A BEACHSIDE EVENTS) FOR EVENT PRODUCTION IN THE AMOUNT OF \$65,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Village Council approve the attached Resolution.

BACKGROUND

Bal Harbour Village has consistently prioritized the delivery of high-quality and unique community events that align with its identity as a premier luxury destination. Over the past two years, AAMusicians, operating as Beachside Events, has successfully produced a variety of events for the Village, including the monthly concert series, the Spring Festival, and the grand opening of the Bal Harbour Waterfront Park. Their turnkey production services—encompassing live musical entertainment, logistics, staffing, catering, rentals, and event coordination—have contributed to a consistent standard of excellence and positive community engagement.

In 2024, the Village amended its agreement with Beachside Events to include production of the Independence Day Celebration. The event exceeded expectations, drawing over 1,000 attendees and generating overwhelmingly positive feedback from both residents and visitors. To continue enhancing the Bal Harbour Experience, the Village proposes expanding the 2025 Independence Day Celebration into two distinct and complementary events. The first, Picnic in the Park, will be a daytime, family-friendly event at the Waterfront Park, featuring live dance music, interactive games, and casual food offerings. The second, Stars and Sweets by the Sea, will offer an elegant, adult-oriented beachside dessert reception timed to coincide with a drone display and fireworks finale.

ANALYSIS

The Village solicited proposals from three qualified vendors: Beachside Events, ACT Productions, and Cloud Creative Experiences. ACT Productions informed staff that they were unable to meet the scope of services within the proposed budget and did not have the necessary resources available to support the event.

Upon evaluation of the proposals received from Beachside Events and Cloud Creative Experiences, the proposal from Beachside Events was determined to offer greater value

and service quality within the allocated budget. While both vendors have provided services to the Village in the past, Beachside Events has consistently demonstrated superior capability in producing large-scale events with significant attendance, while maintaining efficient operations, high-quality service delivery, and overall event excellence.

Beachside Events submitted a comprehensive and cost-effective proposal totaling \$65,000 for the production of the 2025 Independence Day Celebration. Key services include:

- Entertainment & Stage Management: Live Top 40 musical performance with full sound system and stage lighting.
- Food & Beverage: Hotdog and kosher chicken stations, desserts, Prosecco, and assorted non-alcoholic beverages.
- Experiential Elements: Arts and crafts activities, face painting, games, and themed giveaways for guests.
- Furnishings & Rentals: Setup of chairs, cocktail tables, ambient lighting, and coordination of beachside furniture and umbrellas.
- Staffing & Logistics: Trained event and guest services personnel, coordination with Village storage assets, and management of holiday delivery logistics.
- Fireworks Activation Site: Custom musical playlist, LED furnishings, and full coordination of beachside elements for the drone and fireworks finale.

This proposal reflects a turnkey event plan that aligns with the Village's expectations and standards. Funding for the 2025 Independence Day Celebration is included in the Fiscal Year 2024-2025 Resort Tax Fund.

THE BAL HARBOUR EXPERIENCE

Producing signature events that reinforce Bal Harbour's identity as a premier destination is integral to the Bal Harbour Experience. This celebration offers residents and guests a unique and elegant community engagement opportunity.

CONCLUSION

I recommend approval of the Resolution authorizing an amendment to the agreement with Beachside Events for event production services for the 2025 Independence Day Celebration in the amount of \$65,000. Their performance history, responsiveness, and understanding of the Village's standards position them as the optimal vendor.

Attachments:

1. Beachside Events Proposal
2. Third Amendment to Agreement with AAMusicians (d/b/a Beachside Events)

RESOLUTION NO. 2025-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A THIRD AMENDMENT TO THE AGREEMENT WITH AAMUSICIANS (D/B/A BEACHSIDE EVENTS) FOR EVENT PRODUCTION IN THE AMOUNT OF \$65,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 4, 2023, the Village and AAMusicians d/b/a Beachside Events ("Contractor") entered into a Contract for Professional Services ("Contract") for one year with the option of two additional terms of one year; and

WHEREAS, the parties agreed to compensation for each term up to Forty-Five Thousand Dollars (\$45,000) for those professional services to include five installments of the Village's monthly music series as well as the annual Spring Festival; and

WHEREAS, the Village executed a first amendment to that agreement on November 1, 2023 amending the scope of services to include the Bal Harbour Waterfront Park grand opening events, in a one-time amount of Seventy-Three Thousand Dollars (\$73,000); and

WHEREAS, the Village executed a second amendment to that agreement on May 21, 2024, exercising the first option to renew, and increasing the compensation amount by Ninety-Five Thousand Dollars (\$95,000) to include additional events, as well as the Annual Independence Day Celebration on July 4, 2024; and

WHEREAS, the Village has found the performance of the Contractor to be very reliable, professional, and efficient, when delivering the contracted services throughout the year, in particular the excellent services provided for the Independence Day Celebration; and

WHEREAS, the parties wish to exercise the second renewal option, to be valid through April 3, 2026, and include in the scope of services the Independence Day Celebration on July 4, 2025 for an amount of Sixty-Five Thousand Dollars (\$65,000), as per the proposal, attached and incorporated herein.

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. Funding for AAMusicians (d/b/a Beachside Events) Events. That the funding in an amount of Sixty-Five Thousand Dollars (\$65,000) for the Independence Day Celebration from the Resort Tax Fund is hereby approved.

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

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

PASSED AND ADOPTED this 19th day of May, 2025.



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.

BEACHSIDE EVENTS
8877 COLLINS AVE. # 605
SURFSIDE, FL 33154
PHONE 3059890117

BEACHSIDE EVENTS
INVOICE # 742025V1

Bill To:
Bal Harbour Village

Event Location Site #1 Bal Harbour Waterfront Park

Services:

Staff Coordination and Production Proposal

F&B

Food Pavilion Concept

Hotdog Station (Warm) Served from F.T.

Kosher Chicken Strips (pre made utilizing warm box)

Fruit or Cheese Servings

Chips/Popcorn Station

Beverage

(1) Water & Lemonade Station

(1) Soda Station

Dessert Assorted

Frozen Coconut Slushy

Mini Muffins and/or Mini Brownie/Blondie

Non plastic Plates/Cups/Plates/Napkins Included

Entertainment:

12x16 Stage with Full Sound System

Top 40 Live Music Act-Pre approved break music

Stage Wash

Games:

Utilizing Bal Harbour Branded Games

1 Attendant to organize BSE

Give Away:

1000 American Flags

Arts & Craft:

(250) Professional Art Easel and Painting Station
(250) Colorful Sand Creations
Face Painter

Furniture Rentals:

150 White Chairs
50 Cocktail End Tables Small
24 F&B Tables/Crafts/Check in Stations
Ambient Lighting Attached to Tents Stations

Event Staffing:

Professional Food Serving Staff
1 Game Attendant
Arts and Craft Staffing
6 Registration Staffing
4 Guest Services
Event Coordination Included in Design Fee

Event Site Location #2
Beach Fire Works Activation

Music

Pre Custom Playlist Preference during Fire with solo music artist performance

Giveaways

1000 Glow Sticks

Furniture Rentals

16 Highboy Cocktail Tables
Radio for Staff and Fireworks Music Coordination
8 LED Cubes Provided by BHV (BSE to coordinate transport from storage)
16 Sofas Provided by BHV (BSE to coordinate transport from storage)
(150) white chair rental (staged off to the side guest to position as needed)

F&B

500 mini dessert servings
300 Prosecco Servings Lemonade and Water Station

Design Budget 65000

50% Retainer on signing agreement
50 % Balance due on Event

Signature

Date

Enhancement Upgrades

(15) White Canvas Umbrellas with Metal Base	2025
(50) Ottoman 55x15x35	4250
(300) Wooden Chairs (cannot get wet or damaged with sand)	2085
(40) Large Beach Mat (20 at park 20 at Beach)	1280

Set up Delivery will vary depending on quantity selected however budget approx. 2500-3500 in holiday delivery rates for the items above. Will discuss day after pick up to see if there is any movement on this however the bulk rate is based on holiday work day rates.

THIRD AMENDMENT TO AGREEMENT

BETWEEN

BAL HARBOUR VILLAGE

AND

AAMusicians (d/b/a Beachside Events)

This Third Amendment to Agreement ("Third Amendment") is entered into this _____ day of _____, 2025, by and between Bal Harbour Village ("Village") and AAMusicians (d/b/a Beachside Events) ("Contractor").

WHEREAS, on April 4, 2023, the Village and Contractor entered into a Contract for Professional Services ("Contract") for one year with the option of two additional terms of one year; and

WHEREAS, the parties entered into an amended agreement on November 1, 2023 ("First Amendment"); and

WHEREAS, the parties entered into a second amendment on May 21, 2024, ("Second Amendment") to include the 2024 Independence Day Event; and

WHEREAS, the parties wish to amend the scope of services to include the 2025 Independence Day celebration, which includes two separate events on the same day.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN EXPRESSED AND THE FAITHFUL PERFORMANCE OF ALL SUCH COVENANTS AND CONDITIONS, THE PARTIES AGREE AS FOLLOWS:

1. Each and every WHEREAS clause set forth above is a true and correct recital and representation, and is incorporated herein as if set forth in full.
2. The Scope of Service provision shall be revised to read as follows:
 - A. The compensation for services rendered by the Contractor shall be \$65,000 for the 2025 Independence Day Event, as per the attached proposal #742025V1.
3. This Third Amendment to the Contract shall be effective upon signature of both parties.
4. Except as herein amended, all other provisions of the Contract shall remain in full force and effect.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Third Amendment to the Contract upon the terms and conditions above stated on the day and year first above written.

Contractor:
AAMusicians (d/b/a Beachside Events)

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

By: _____
Alan Andai, Manager

By: _____
Jorge M. Gonzalez, Village Manager

ATTEST:

Dwight S. Danie, Village Clerk

Approved as to Form and Legal Sufficiency for
the Reliance of Village Only:

Village Attorney

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 A THREE (3) YEAR LEASE AGREEMENT WITH DEX IMAGING FOR PRINTERS AND ASSOCIATED EQUIPMENT FOR USE BY THE VILLAGE ADMINISTRATION FOR FIFTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$56,484.00).

Issue:

Should Council approve the agreement with DEX Imaging for copy and scanning services?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Since 2022, the Village has utilized DEX Imaging to provide the leasing and maintenance service for printing and scanning equipment located across different departments at an average annual cost of \$19,699.68. The current contract with DEX Imaging is up for renewal.

Currently, the Village has a total of nine (9) multi-purpose copy machines located in the various departments and (1) one XL scanner in the Building Department allowing permit clerks to scan certain plans on-site, instead of sending them out for scanning at Blue Digital.

The new lease agreement calls for replacement of (3) three of the high-volume copiers with new machines; and the lease buyout of (7) seven of the machines due to the lower volume usage at a combined annual cost of \$18,828.00. DEX Imaging will continue to provide full-service maintenance coverage for the new lease term for all equipment.

The ability to stay with DEX Imaging has afforded the Village the ability to maintain a very low renewal rate for the upcoming 3-year contract renewal.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$18,828.00	Rentals/Leases - Various Departments	XX-XX-504400

Sign off:

Executive Assistant	Chief Financial Officer	Village Manager
Marie Hernandez	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: May 19, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A THREE (3) YEAR LEASE AGREEMENT WITH DEX IMAGING FOR PRINTERS AND ASSOCIATED EQUIPMENT FOR USE BY THE VILLAGE ADMINISTRATION FOR FIFTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$56,484.00); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village has utilized DEX Imaging since 2022 to provide the leasing and maintenance service for photocopiers located across different departments at an average annual cost of \$19,699.68. The current contract with DEX Imaging is up for renewal; however, the Village undertook a pricing comparison of the necessary equipment to ensure the best price for leasing this equipment.

ANALYSIS

Currently, the Village has a total of nine (9) copier machines used across the different departments. Specifically, there is one machine per department, including Village Administration, Police Administration, Finance, Building, Police Headquarters, Capital Improvement Programs and the Recreations, Arts & Culture Department. Additionally, the Public Works & Beautification Department utilizes two machines: one in the Operations Facility and one in the Administration Office (trailer). In terms of technical functions, the machines vary in model configuration and capabilities based on the individual departments' needs.

To continue support of the implementation of the electronic plan review, the Building Department uses one (1) additional XL scanner. This scanner allows permit-clerks to scan certain plans on-site, instead of sending them out for scanning at Blue Digital. Moreover, the Building Department continues to embrace a paperless records management system. Within the last three (3) years they have transitioned all previous records to a fully digitized archive located in the Laserfiche Repository and continue digitizing the daily work. Staff established a "One Stop Shop" with Miami-Dade County offering concurrent plan review between the Village and the County. This has greatly reduced the plan review turnaround time for both residential and commercial projects.

Copier specification sheets were emailed to vendors listing the enhanced features and capabilities that departments had requested. We ensured that all the copy machines had the necessary drivers to transmit scanned documents to the Village's Laserfiche electronic document repository, which is necessary to aid the Village's efforts to digitize public records.

The quotes received are noted below:

Company	Total # of Equipment	Monthly Rate	Annualized Annual Rate
*Dex Imaging	10	\$1,569.00	\$18,828.00
Sharp	10	\$2,486.79	\$29,841.48
Ricoh	10	\$2,596.00	\$31,152.00

The cost of comparison annualized rate above calculated for the full 36-month term, \$56,484.00 for DEX Imaging, \$89,524.44 for Sharp and \$93,456.00 for Ricoh.

Due to the low volume usage of (7) seven of the copy machines the Village was able to take advantage of the buyback option keeping the monthly lease as low as possible. We will replace (3) three of the high-volume copiers with new machines. Dex Imaging will incorporate the buyback in the monthly payment and include the new equipment as well. Dex Imaging will provide full-service coverage for the new lease term for all copiers equipment including the ones the Village bought.

The ability to stay with Dex Imaging has afforded the Village the ability to maintain a very low renewal rate for this upcoming 3-year contract

THE BAL HARBOUR EXPERIENCE

By providing efficient and effective administrative processes, Village departments can provide stakeholders with a more positive customer service experience. Moreover, we reaffirm our commitment to ensuring modernized infrastructure through investment in state-of-the-art equipment.

CONCLUSION

By having a single provider of all our copy machine and scanning equipment services, the Village will be able to have interchangeable supplies between copiers, a single point-of-contact for any equipment servicing, and allow for users to print to any copier from any computer throughout Village facilities.

I, therefore, recommend approval of this item.

Attachments:

1. Dex Imaging Agreement

RESOLUTION NO. 2025-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A THREE-YEAR LEASE AGREEMENT WITH DEX IMAGING FOR PRINTERS AND ASSOCIATED EQUIPMENT FOR USE BY THE VILLAGE ADMINISTRATION FOR FIFTY-SIX THOUSAND FOUR HUNDRED EIGHTY-FOUR DOLLARS (\$56,484.00); AUTHORIZING THE VILLAGE MANAGER TO EXERCISE AN OPTION TO RENEW THE LEASE FOR ONE ADDITIONAL THREE-YEAR TERM; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's current printer lease agreement has expired; and

WHEREAS, the Village solicited quotes from three vendors to provide printer and associated equipment services; and

WHEREAS, after reviewing the quotes, DEX Imaging provided the most reasonable price to address the Village's needs; and

WHEREAS, DEX Imaging has also agreed to maintain the same rate for the three-year lease term, thus preventing increasing costs due to inflation; and

WHEREAS, this Council has determined that it is in the best interest of the Village to enter into a lease agreement with DEX Imaging for three years, with a Village option to renew for an additional three-year term, for the provision of printer and associated equipment services in an annual amount of eighteen thousand eight hundred and twenty-eight dollars (\$18,828.00).

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

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

Section 2. Agreement Approved. That the agreement with DEX Imaging for the provision of copier services is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village in an annual amount of eighteen thousand eight hundred and twenty-eight dollars (\$18,828.00) for an initial term

of three years with the Village option to renew for one additional term of three years.

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 19th day of May, 2025.



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.



Company Information

Bal Harbour Village

Bill To Address

Bal Harbour Village

655 96th st

Bal Harbour, FL 33154

Contacts

Dex Imaging Sales Representative

Name: Gilbert Pacheco

Phone: (786) 621-3071

Email: gpacheco@deximaging.com

A/P Contact

Name: Marie Hernandez

Phone: (305)868-6575

Fax:

Email: mhernandez@balharbourfl.gov

INSTALLATION for Bal Harbour Village

☒ Standard

- Site survey by DEX personnel
- Equipment delivered, preloaded and connected to customer network
- Training via DEX YouTube channel

☐ White Glove - \$350 per device to be added to first invoice

- Site survey by DEX personnel
- Equipment delivered, preloaded and fully network integrated
- Hands on installation of required drivers and utilities
- Customization and testing of desired functionality with customer stakeholders
- Assistance with configuration of servers and infrastructure
- Customization of device or driver settings specific to customer workflow requirements
- Testing of the desired workflow and actively troubleshooting any workflow or integration challenges
- Training done by DEX personnel

NOTE : White Glove option does not apply to production units

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS APPEARING HEREON AND ON THE REVERSE SIDE HEREOF, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY
CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING LLC.

TERMS AND CONDITIONS ON THE FOLLOWING PAGES ARE AN INTEGRAL PART OF THIS CONTRACT.

DN-114705



Sales Order / Service Agreement

Equipment Delivery Location

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

Equip. Contact: Marie Hernandez
Phone: (305) 866-4633
Email: mhernandez@balharbourfl.gov

Base: (Monthly) / Overages: (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
No	1	Konica bizhub C550i A3 55ppm Color MFP						
No	1	PC-216 2-Way Ppr Feed Cabinet -2 x 500-Sheet Univ Tray-						
No	1	FS-542 Inner Finisher incl. MK-607						
No	1	Digital QC 120/15 Surge Protector						

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: 1



Sales Order / Service Agreement

Equipment Delivery Location

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

Equip. Contact: Marie Hernandez
Phone: (305) 866-4633
Email: mhernandez@balharbourfl.gov

Base: (Monthly) / Overages: (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
No	1	Konica bizhub C550i A3 55ppm Color MFP						
No	1	PC-216 2-Way Ppr Feed Cabinet -2 x 500-Sheet Univ Tray-						
No	1	FS-542 Inner Finisher incl. MK-607						
No	1	Digital QC 120/15 Surge Protector						

Included: Parts, labor and supplies with exception of paper products, staples and freight

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Special Instructions For This Location: 1



Sales Order / Service Agreement

Equipment Delivery Location

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

Equip. Contact: Marie Hernandez
Phone: (305) 866-4633
Email: mhernandez@balharbourfl.gov

Base: (Monthly) / Overages: (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
No	1	Konica bizhub C550i A3 55ppm Color MFP						
No	1	PC-216 2-Way Ppr Feed Cabinet -2 x 500-Sheet Univ Tray-						
No	1	FS-542 Inner Finisher incl. MK-607						
No	1	Digital QC 120/15 Surge Protector						

Included: Parts, labor and supplies with exception of paper products, staples and freight

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Special Instructions For This Location: 1



Sales Order / Service Agreement

Equipment Delivery Location

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

Equip. Contact: Marie Hernandez
Phone:(305)868-6575
Email:mhernandez@balharbourfl.gov

Base: (Monthly) / Overages: (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0069	\$0.00	0	0.0526

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: 3



Sales Order / Service Agreement

Equipment Delivery Location

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

Equip. Contact: Marie Hernandez
Phone:(305)868-6575
Email:mhernandez@balharbourfl.gov

Base: (Monthly) / Overages: (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0069	\$0.00	0	0.0526

Included: Parts, labor and supplies with exception of paper products, staples and freight

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ATTACHED HERETO, AND BUYER AGREES TO BE BOUND THEREBY. NO MODIFICATIONS OR ADDITIONS THERETO SHALL BE BINDING UPON SELLER UNLESS EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF THE CORPORATION. CREDIT WILL NOT BE ISSUED ON RETURNED SUPPLIES OF ANY OPEN PACKAGES. ALL ORDERS ARE SUBJECT TO FINAL ACCEPTANCE BY DEX IMAGING, INC.

Special Instructions For This Location: 3



Sales Order / Service Agreement

Equipment Delivery Location

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

Equip. Contact: Marie Hernandez
Phone:(305)868-6575
Email:mhernandez@balharbourfl.gov

Base: (Monthly) / Overages: (Monthly)

ESP	Quantity	Make/Model	B/W Base	BW Copies Included	BW Overage Rate	Color Base	Color Copies Included	Overage Rate
Yes	1	CPP Service	\$0.00	0	0.0069	\$0.00	0	0.0526

Included: Parts, labor and supplies with exception of paper products, staples and freight

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Special Instructions For This Location: 3



MFD (Multi-Function Device) Connectivity Support Agreement (MFD CSA)

DEX Imaging provides a Network Connectivity Support program to cover additional services not included in your Equipment Service Agreement. Today's MFD technology is complex. Loss of functionality can cause downtime. Examples of this are below but not limited to:

- Change of technology
- Software changes
- Infrastructure changes
- Operating system updates
- Authentication changes
- Antivirus software updates
- Firewall updates
- Internet service provider changes

Connectivity Support Agreement Details:

<u>Coverage</u>	<u>Charges</u>
Remote Support for Multi-Function Device(s)	1-5 Devices -> \$15/Device/Month
Unlimited Helpdesk Support	6-25 Devices -> \$12/Device/Month
Hours of coverage 8:00 AM to 7:00 PM (M-F)	26-50 Devices -> \$10/Device/Month
	51+ Devices -> \$8/Device/Month

Example of Support Functions Covered Under this Contract:

<u>Print/Scan Troubleshooting</u>	<u>Network issues/Key-Op</u>
1. Installing & updating the device print drivers on the customers PC/Laptop & Macs	2. Troubleshooting & resolving copy & print issues related to the device
3. Installing PC fax device drivers & troubleshooting fax related issues	4. Troubleshooting & reconfiguring device network settings due to networking infrastructure changes such as Internet Service provider change or new router
5. Enabling & configuring any type of account or job codes & installing the management software	6. Key-Op training the end users on basic & advanced functionality of device features
7. Quick & secure remote desktop phone support for PC/Mac	8. YouTube channel for easy access to procedures & PDF documentation available to be emailed upon request
1. Configuring/resolving issues with scan to email/folder on PC's or Mac	

Accept MFD CSA for ALL machines under DEX ESP: No

If this Connectivity Support Agreement is **DECLINED**, it is understood that **ANY** support not related to the mechanical function of the device will be charged at DEX Imaging's Published rates.

Address: 655 96th st

City: Bal Harbour	State: FL	Zip: 33154
Phone Number: (305)865-7525	Email: mhernandez@balharbourfl.gov	
Name:		Title:
Signature:		Date:



EQUIPMENT SERVICE AGREEMENT TERMS AND CONDITIONS

SCOPE OF COVERAGE

This Agreement covers both labor and material for adjustments, repairs, and replacement of parts as necessitated by normal use of the equipment except for normal key operator responsibilities and others as herein provided. Damage to the equipment and/or its parts arising from misuse, abuse, negligence, or causes beyond DEX imaging, LLC's control (including acts of God or natural disasters) is not covered. In addition, DEX imaging, LLC may terminate this Agreement in the event that the equipment is modified, damaged, altered, or serviced by personnel other than those employed or authorized by DEX imaging, LLC, or if parts, accessories, or components not authorized by DEX imaging, LLC are fitted to the equipment.

DEX Industry Best

Guaranteed 4 Hour Response Time

BUSINESS HOURS FOR SERVICE

Maintenance services shall be provided hereunder only during DEX imaging, LLC normal business hours, which shall consist of 8:00 AM to 5:00 PM, Monday through Friday, exclusive of DEX imaging, LLC holidays and subject to change by DEX imaging, LLC.

EXTENT OF LABOR SERVICES, REPAIR, AND REPLACEMENT PARTS

Labor performed during a service call includes lubrication and cleaning of the equipment and the adjustments, repair, or replacement of parts. All parts necessary to the normal operation of the equipment will be furnished free of charge. In the event that the equipment is interfaced to a computer or computer network, this Agreement covers only the labor, parts, software, and updates that are provided by the equipment manufacturer which are necessary to interface the connected product. We are not responsible for your network. It is agreed that if our support technician can connect a laptop computer directly to the equipment and print a test page, then the network communication functions of the equipment are considered operational. Any other network support to include re-establishing your network settings and/or connections after you have had computer work done or changed ISP's will be charged at prevailing IT rates.

TERM

This Agreement shall become effective upon receipt and acceptance by DEX imaging, LLC and shall continue for 36 months, following date of first invoice. It shall be automatically renewed for successive one year periods.

AUTOMATIC RENEWAL This Agreement is subject to annual increase during the initial term and shall be automatically renewed upon the expiration of the initial term for successive renewal terms. In no case will the renewal or annual increase exceed a 14% price increase over the prior period.

TERMINATION The Initial Term of this Agreement shall be as set forth above. In the event that DEX imaging, LLC terminates this Agreement due to uncured Customer breach, or if the Customer elects to terminate Maintenance prior to the expiration of the Initial Term, or any subsequent Renewal Term, without cause, Customer will be responsible for the payment of early termination charges which shall be calculated as the average of the three (3) most recent billing periods, total billing multiplied by the number of months remaining in the unexpired Initial Term or Renewal Term.

CUSTOMER METER READING AND REPORTING OBLIGATIONS

Customer agrees to provide DEX IMAGING, LLC with accurate and timely meter readings at the end of each applicable billing period through the use of a DEX IMAGING, LLC provided DCA(Data Collection Agent) during the Initial Term and all subsequent Renewal Terms. If a DEX IMAGING, LLC Patrol Box is installed, it must be returned upon termination of this Agreement or the Customer will be billed \$150.00. If DEX IMAGING, LLC Patrol Wi-Fi units are deployed, they must be returned upon termination of this Agreement or Customer will be billed \$50 per unit. If Customer does not allow the use of a DEX provided DCA, or if the DEX provided DCA cannot detect a meter, then Customer is responsible for the manual reporting of meters on a timely basis. For each non-reported unit, a nominal charge will be added or DEX MPS will dispatch a representative to secure all meters at a rate of \$120 per hour.

CHARGES

The charge for maintenance under this Agreement shall be the amount set forth on the reverse side hereof. The charge with respect to any 12-month Renewal Term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the Term and any Renewal Term within fifteen (15) days of the date of invoice date for such charges. A copy/print is 8.5" x 11". DEX imaging, LLC reserves the right to add a fuel surcharge of \$10 per month per device if the average cost per gallon of regular gas exceeds \$4.00.

CUSTOMER CHANGES

Any Customer changes, alterations, attachments, or print coverage in excess of 8% may require a change in the charges set forth herein. DEX imaging, LLC also reserves the right to terminate this Agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for DEX imaging, LLC to continue to service the Equipment. Customer must advise DEX imaging, LLC of any equipment movements not performed by DEX imaging, LLC via the portal at www.deximaging.com. This can be completed by selecting machine movement found within the service dropdown located on the site.

ADDITIONAL EQUIPMENT

Any equipment added by Customer, subsequent to the commencement of this Agreement, will be added at the discretion of DEX imaging, LLC.

EQUIPMENT REPLACEMENT

DEX imaging, LLC, at its sole discretion, reserves the right to replace any equipment covered by this Agreement with a comparable or appropriate model. Additional equipment supplied by DEX imaging, LLC will be governed by the contract type as delineated below.

CONTRACT TYPES

COPIER – Service and Supplies

PREMIER – Service and Supplies for existing Customer devices. Replacement units supplied at the Customer expense.

PLATINUM – Service and Supplies for existing Customer devices as well as newly refurbished DEX imaging, LLC provided devices. Additional devices and replacement devices not deemed to be at end of life require a minimum number of prints in addition to the originally contracted base. DEX imaging, LLC supplied equipment will be added per the following schedule:

B/W Speed	Minimum Prints	Color Speed	Minimum Prints
11 to 22 PPM	1,000 / Month	10 – 30 PPM	250 / Month
23 to 50 PPM	2,000 / Month	Over 30 PPM	500 / Month
Over 50 PPM	5,000 / Month		

PLATINUM+ – Service and Supplies utilizing OEM toner and parts for existing Customer devices as well as new DEX imaging, LLC provided devices.

PLATINUM/PLATINUM+ Contracts Only: All equipment delivered by DEX imaging, LLC remains the property of DEX imaging, LLC. Any printer removed from service by DEX imaging, LLC, deemed to have reached the end of its useful life, will be replaced with a model of equal or greater value.

Upon termination of this Agreement, printers owned by DEX imaging, LLC must be purchased by Customer within thirty (30) days at a mutually agreed upon price or Customer must deliver the equipment to DEX imaging, LLC in good condition and repair to a location designated by DEX imaging, LLC within sixty (60) days. Any printers owned by DEX imaging, LLC which are not returned will be billed to the customer at replacement value.

POWER REQUIREMENTS

Equipment under this Agreement must have a DEX imaging, LLC approved surge protector/power filter. Customer agrees to provide the power recommended by the equipment manufacturer. Customer understands that service or parts required as a result of improper power, telephone lines, or computer cabling not supplied by DEX imaging, LLC or an authorized agent of DEX imaging, LLC may not be covered under this Agreement.

WAIVER OF JURY TRIAL

CUSTOMER HEREBY EXPRESSLY WAIVES TRIAL BY JURY AS TO ANY AND ALL ISSUES ARISING OUT OF, OR IN ANY WAY RELATED TO THIS EQUIPMENT ORDER.

BREACH OR DEFAULT

If the Customer does not pay all charges for maintenance, parts, or supplies as provided hereunder, promptly when due, or removes or disables Patrol Monitoring Appliances: (1) DEX imaging, LLC may (a) refuse to service the equipment, (b) furnish service on a C.O.D. "per call" basis at published rates, or invoice the customer for early termination charges in accordance with the termination paragraph, and (2) the Customer agrees to pay DEX imaging, LLC cost and expense of collecting including the maximum attorney's fees permitted by law.

If the equipment is moved to a new service zone, DEX imaging, LLC shall have the option to charge, and the Customer agrees to pay, the difference in published maintenance charges between current zone and new zone, assessed on a pro rata basis. If equipment is moved beyond DEX imaging, LLC's service zone, Customer agrees to pay a fair and reasonable up charge for continued service under this Agreement, taking into account the distance to Customer's new location and DEX imaging, LLC published rates for service on a "per call" basis.

NO WARRANTY

Other than the obligations set forth herein, DEX imaging, LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. DEX imaging, LLC SHALL NOT BE RESPONSIBLE FOR DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES ARISING OUT OF THE USE OR PERFORMANCE OF THE EQUIPMENT OR THE LOSS OF THE EQUIPMENT.

CONSUMABLES

Toner cartridges will be shipped via electronic alerts generated by a DEX IMAGING, LLC. approved Managed Print System. Manual orders can be placed for any units that do not report via the DEX IMAGING, LLC. approved Managed Print System. A freight charge, in accordance with market conditions, will be added to the per impression rates shown on the front of this agreement. In a cost per impression contract, all unused consumable items remain the property of DEX. At contract termination, all unused consumable items, toner cartridges, developer, drums, etc. must be promptly returned to DEX IMAGING, LLC.

MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Florida and is applicable to agreements wholly negotiated, executed, and performed in the State. It constitutes the entire Agreement between the parties and may not be modified except in writing, signed by duly authorized officers of DEX imaging, LLC.

Special Instructions

Includes Delivery Networking Installation & Training.

Dex will Satisfy Lease on Existing contract For Customer to Keep to Own. Dex will Cover all devices under all Inclusive service contract for the Term of the New Lease.

DEX Imaging, LLC Sales Associate

Name: Gilbert Pacheco

Date: 5/9/2025

Approvals

I have read and agree to all terms and conditions contained in this 11 page document.

DEX Imaging, LLC.

Bal Harbour Village

DEX Imaging, LLC. Authorized Representative

Customer's Authorized Representative

Name:

Name:

Date:

Title:

Date:

MASTER AGREEMENT



AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")FULL LEGAL NAME: **Bal Harbour Village**FEDERAL TAX ID #: **59-600271**ADDRESS: **655 96th st****Bal Harbour FL 33154****EQUIPMENT AND PAYMENT TERMS**

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

1 Konica Minolta Bizhub C550i**1 Konica Minolta Bizhub C550i****1 Konica Minolta Bizhub C550i**EQUIPMENT LOCATION: **655 96th Street Bal Harbour, FL 33154**TERM IN MONTHS: **36**MONTHLY PAYMENT AMOUNT*: **\$1569.00**

(*PLUS TAX)

SECURITY DEPOSIT: _____

END OF TERM PURCHASE OPTION

INDICATE PURCHASE OPTION – IF NO PO IS INDICATED OR IF MORE THAN ONE IS INDICATED, YOUR PURCHASE OPTION WILL BE FAIR MARKET VALUE.

PURCHASE OPTION (FAIR MARKET VALUE (FMV) OR \$1.00 (\$1) FMV)

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

X

CUSTOMER

SIGNATURE

PRINT NAME & TITLE

DATE

LESSOR ("WE", "US", "OUR")**Dex Imaging, LLC**

LESSOR

SIGNATURE

PRINT NAME & TITLE

DATE

5109 W Lemon St Tampa, FL 33609-1102

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of \$75.00. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of seven (7) cents for each dollar overdue or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to \$50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law.

2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

3. EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

4. SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

5. SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

6. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

7. ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. **You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**

8. LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify and defend (with counsel acceptable to us and our assignee) us and our assignee, if applicable, against, any claims, losses or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential, exemplary, or indirect damages.

9. INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium (and an insurance fee) which may be higher than the premium you would pay if you obtained insurance and an insurance fee, and which may result in a profit to us through an investment in reinsurance or otherwise. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

10. OWNERSHIP/TAXES. Unless the \$1.00 Purchase Option is selected, we own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If the \$1.00 Purchase Option is selected, you acknowledge that 1) the Agreement shall be deemed to be a conditional sales contract, 2) any ownership we have in the Equipment will be deemed transferred to you upon the commencement of the Agreement, and 3) you agree to file any required personal property tax returns relating to the Equipment. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment (and all additions thereto, replacements thereof, and proceeds) to secure your obligations under the Agreement and any other agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement. You authorize us to record UCC financing statements to protect our interests in the Equipment. You also agree to indemnify us on an after-tax basis against the loss of any tax benefits anticipated by us at the commencement of this Agreement arising out of your acts or omissions.

11. END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew month to month unless a) we receive written notice from you, at least 30 but no more than 120 days prior to the End Date, of your intent to purchase or return the Equipment, and b) you timely purchase or return the Equipment to the location designated by us, at your expense. If the Fair Market Value Purchase Option is selected and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for its Fair Market Value. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment. Agreements with a \$1.00 Purchase Option selected will not renew.

12. DEFAULT/REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) you or any guarantor hereof file or have filed against you a petition for relief under the federal Bankruptcy Code or any similar federal or state law, or if there occurs a material adverse change in your or any guarantor's financial, business, or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

13. UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

14. LIMITATION ON CHARGES. This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

15. MISCELLANEOUS. All indemnities in this Agreement shall survive the termination of this Agreement. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the sole original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct your legal name, the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our, or if assigned, our assignee's request, you will deliver all requested information (including current financial statements and/or tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. You authorize us or our assignee to (a) obtain credit reports or make credit inquiries in connection with this Agreement, and (b) provide your credit application and information regarding your account to credit reporting agencies, potential assignees, and parties having an economic interest in this Agreement and/or the Equipment. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.



May 9th 2025

ADDENDUM TO Sales Order/Service Agreement

Village of Bal Harbour

The following schedule shows the lease breakdown for the new lease contract renewal.

The first three (3) devices KM Bizhub C550's will be listed on the lease at a Fair Market Value lease.

DEX will exercise the Purchase option on the remaining seven (7) assets and all the devices will be owned outright by The Village of Bal Harbour.

DEX will include all Ten (10) copiers under the all Inclusive service contract for the term of the New Lease (36 months).

Proposed / DEX Imaging

Dept	New Model	36 Month lease	Description
Building Dept	Bizhub C550	\$ 299.00	FMV Lease
Finance	Bizhub C550	\$ 299.00	FMV Lease
Police Admin	Bizhub C550	\$ 299.00	FMV Lease

Dept	Buyout	36 Month lease	Purchase Option
Police Dept	Bizhub C360	\$ 89.00	\$ 2,979.72
Building	Bizhub C360	\$ 89.00	\$ 2,979.72
Publix Works Admin	Bizhub C360	\$ 89.00	\$ 2,979.72
Village Admin	Bizhub C750	\$ 164.00	\$ 5,490.72
Building Dept	HP XL3600	\$ 172.00	\$ 5,758.56
655 96 th street 2nd fl	HP E78323DN	\$ 69.00	\$ 2,310.12
CIP	HP E78323DN	\$ 69.00	\$ 2,310.12
Total Lease Investment		\$1,569.00	

Village of Bal Harbour

Accepted By: _____

Title : _____

Date : _____

DEX Imaging Inc.

Accepted By:  _____

Title : Director of Sales

Date : 5/9/2025



Pagewide XL & DesignJet
Equipment, Maintenance, and Service Agreement

Billing Information:

Company:	Bal Harbou Village		
Address:	655 96th ST		
City: Surfside	ST: FL	Zip: 33154	
Phone: 305.866.4633	Fax:		
Contact: Marie Hernandez			

Equipment Location:

Company:	Same		
Address:			
City:	ST:	Zip:	
Phone:	Fax:		
Contact:			

Meter Contact:	Email:	Phone:
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Overages/Special Instructions: *Color/Black Line Drawings included in Base*

Monthly Base	SQ FT Included	Mono & Color Lines	Low Density	High Density
\$94.08	750	0.1556	0.3959	0.6115
Pixel Density	Lines	Less than 10%	11-50%	Greater Than 50%

Equipment Covered Under This Agreement:

Make	Model	Qty	Special Instructions
HP	DJ 3600 XL	1	revised sevice contract ID # 639001

THIS MAINTENANCE AGREEMENT WILL AUTOMATICALLY RENEW FOR ONE(1) YEAR UNLESS CANCELLATION IS RECEIVED IN WRITING AT LEAST 30 DAYS PRIOR TO THE END OF THE CONTRACT. REPAIRS DUE TO ABUSE, NEGLIGENCE, OR ACTS OF GOD ARE NOT COVERED.

DEX IMAGING AUTHORIZED SIGNATURE

CUSTOMER'S AUTHORIZED SIGNATURE

DATE

Print Name

DATE

TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS FORM ARE AN INTEGRAL PART OF THIS CONTRACT

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT ZUZU TACK'S LLC, D/B/A SLIM'S APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR THE RESTAURANT'S 4COP LICENSE THAT IS LOCATED IN THE BAL HARBOUR SHOPS IS COMPATIBLE WITH VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council accept the determination of the Village Building Official for the Zuzu Tack's d/b/a Slim's, located in the Bal Harbour Shops, application for a 4COP State of Florida Department of Alcoholic Beverages and Tobacco?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Zuzu Tack's d/b/a Slim's restaurant located at the Bal Harbour Shops, 9700 Collins Ave #101 in the Village's Business District, has taken over the space previously occupied by ABA Restaurant. Zuzu Tack's LLC d/b/a Slim's restaurant has submitted DBPR ABT - 6001 - Division of Alcoholic Beverages and Tobacco Application to the State of Florida Department of Business and Professional Regulation for a 4COP Alcoholic Beverage License. As part of said application, the zoning authority governing the business location is required to review and sign the application for approval. In the Village, the zoning authority is the Village Building Official.

I am recommending that the Village Council approve the application for a 4COP State of Florida Department of Alcoholic Beverages and Tobacco license, submitted by Zuzu Tack's d/b/a Slim's.

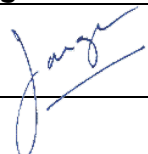
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Building Director	Chief Financial Officer	Village Manager
Eliezer Palacio	Claudia Dixon	Jorge M. Gonzalez

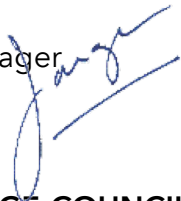


BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: May 19, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT ZUZU TACK'S LLC, D/B/A SLIM'S APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR THE RESTAURANT'S 4COP LICENSE THAT IS LOCATED IN THE BAL HARBOUR SHOPS IS COMPATIBLE WITH VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending the Village Council approve the application for a liquor license, submitted by Slim's restaurant, requesting their State of Florida Department of Alcoholic Beverages and Tobacco 4COP license series.

BACKGROUND

Zuzu Tack's d/b/a Slim's restaurant located at the Bal Harbour Shops, 9700 Collins Ave #101 in the Village's Business District, has taken over the space previously occupied by ABA Restaurant. Zuzu Tack's LLC d/b/a Slim's restaurants have submitted DBPR ABT - 6001 - Division of Alcoholic Beverages and Tobacco Application to the State of Florida Department of Business and Professional Regulation for a 4COP Alcoholic Beverage License. As part of said application, the zoning authority governing the business location is required to review and sign the application for approval. In the Village, the zoning authority is the Village Building Official. As part of the application review, the Building Official examined the Village Zoning Code. The Business district zoning regulations and Section 4-3. - *Sale prohibited in filling stations, theaters; sales near churches, schools* dictate the permissible locations of such establishments. Such section reads:

(a) No liquor, beer or wine shall be sold in any gasoline filling station or motion picture theater, including any room opening directly or indirectly into or having a direct connection with any motion picture theater.

(b) No liquor, beer or wine shall be sold within 300 feet of any church, nor within 300 feet of any public-school property, nor any property upon which there is maintained a private school operated for the instruction of minors in the common branches of learning, except such places of business as were established at the time

of the adoption of this section. In ascertaining the proximity of any school or church referred to in this subsection, the method of measurement shall be made or taken from the main or front entrance of the church or school or the main or front place of such business along the route of ordinary pedestrian traffic along the public thoroughfare.

The Slim's restaurant location complies with the above Village Code provision. Therefore, zoning approval may be granted.

Historically, however, the Village Council has approved such license requests via Resolution. Records show that there are dozens of locations on Collins Avenue that have been granted licenses to sell alcoholic beverages. There are also several locations in similar zoning districts with active licenses to sell alcoholic beverages, such as the one being sought by Slim's restaurant.

Some of the residential locations include:

- Bal Harbour 101 Restaurant located at 10155 Collins Avenue
- Bal Harbour Tower Condo located at 9999 Collins Avenue
- The Ballerina Beach Club located at 10201 Collins Avenue
- The Palace Café located at 10101 Collins Avenue
- The Balmoral Restaurant located at 9801 Collins Avenue

Some of the non-residential locations that have active licenses to sell alcoholic beverages include:

- Sea View Terrace Restaurant at 9909 Collins Avenue
- Pool Bar and Grill at 10295 Collins Avenue (Ritz-Carlton)
- Artisan Beach House at 10295 Collins Avenue (Ritz-Carlton)
- Café Avenue 31 at 9700 Collins Ave (BHS)
- Makoto 9700 Collins Ave (BHS)

ANALYSIS

Slim's restaurant is the new food and beverage operator that will replace the existing ABA Restaurant. Their current 4COP alcoholic beverage license permits the sale of beer, wine, and liquor for consumption on the licensed premises. This application reflects the change in operator from ABA to Slim's.

THE BAL HARBOUR EXPERIENCE

The Department of Business and Professional Regulation requires businesses to apply for and obtain an Alcoholic Beverage license. By enforcing this regulation, the Village furthers our mission of being the safest residential community with the highest quality of life for our residents and visitors from around the world.

CONCLUSION

The Slim's restaurant location complies with the Village zoning regulations for establishments authorized to sell alcoholic beverages. Therefore, I am recommending approval of this Resolution.

Attachments:

1. Zuzu Tack's LLC d/b/a Slim's application DBPR ABT-6001

RESOLUTION NO. 2025_____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT ZUZU TACK'S LLC D/B/A SLIM'S APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR THE RESTAURANT'S 4COP LICENSE THAT IS LOCATED IN THE BAL HARBOUR SHOPS IS COMPATIBLE WITH VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Zuzu Tack's d/b/a Slim's restaurant is located in the Bal Harbour Shops at 9700 Collins Avenue, and has taken over the space previously occupied by ABA restaurant and Slim's has submitted an application to the State of Florida Division of Alcoholic Beverages for a 4COP license for the sale of alcoholic beverages (the "Application"); and

WHEREAS, the Application contains a section for completion of the Village confirming that the Application complies with the Village zoning regulations regarding the sale of alcoholic beverages; and

WHEREAS, the Village Building Official is generally charged with implementing Chapter 21, Zoning; and

WHEREAS, the Village Building Official has determined that the Application is compatible with Village zoning regulations.

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

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

Section 2. Determination Accepted. That the determination of the Village Building Official that the Application is compatible with the Village zoning regulations is hereby accepted.

Section 3. Implementation. That the Village Manager is hereby directed to take any action 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 19th day of May, 2025.



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.

**DBPR ABT-6001 – Division of Alcoholic Beverages and Tobacco
Application for New Alcoholic Beverage License**

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**DBPR Form
ABT-6001
Revised 08/2013**

If you have any questions or need assistance in completing this application, please contact the Division of Alcoholic Beverages & Tobacco's (AB&T) local district office. Please submit your completed application and required fee(s) to your local district office. This application may be submitted by mail, through appointment, or it can be dropped off. A District Office Address and Contact Information Sheet can be found on AB&T's web site at the link provided below:

Local ABT District Licensing Offices

SECTION 1 - CHECK LICENSE CATEGORY				
License Series Requested 4COP	Type/Class Requested SFS	Do you wish to purchase a Temporary License? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Child License Requested	Number of Child Licenses Requested 0			
<input checked="" type="checkbox"/> Retail Alcoholic Beverages <input type="checkbox"/> Alcoholic Beverage Manufacturer <input type="checkbox"/> Beer/Wine/Liquor Wholesaler <input type="checkbox"/> Passenger Waiting Lounge <input type="checkbox"/> Retail Tobacco Products Dealer Permit (must check one or more of the below) <input type="checkbox"/> Pipes <input type="checkbox"/> Over the Counter <input type="checkbox"/> Vending Machine				
SECTION 2 – LICENSE INFORMATION				
If the applicant is a corporation or other legal entity, enter the name and the document number as registered with the Florida Department of State Division of Corporations on the line below.				
FEIN Number 92-1199668	Business Telephone Number UNKNOWN	E-Mail Address (Optional) melissa.macleod@starr-restaurant.com		
Full Name of Applicant(s): (This is the name the license will be issued in) ZUZU TACKS LLC			Department of State Document # M25000000545	
Business Name (D/B/A) SLIM'S				
Location Address (Street and Number) 9700 COLLINS AVENUE, #101				
City BAL HARBOUR	County Miami-Dade	State FL	Zip Code 33154	
Mailing Address (Street or P.O. Box) 134 MARKET STREET				
City PHILADELPHIA		State PA	Zip Code 19106	
Contact Person - This section is optional, see application instructions for details				
Contact Person ROSEMARIE GONZALEZ / YAMILE BRITO		Telephone Number (305) 446-0123 ext.		
E-Mail Address (Optional) ROSIE@LICENSINGASSOCIATES.COM / PS2@LICENSINGASSOCIATES.COM				
Mailing Address (Street or P.O. Box) 6740 SW 64TH COURT				
City SOUTH MIAMI		State FL	Zip Code 33143	

SECTION 3 – RELATED PARTY PERSONAL INFORMATION						
This section must be completed for <u>each</u> person directly connected with the business, unless they are a current licensee.						
1.	Business Name (D/B/A) SLIM'S					
2.	Full Name of Individual N/A-CURRENT LICENSEE					
	Social Security Number*			Home Telephone Number		Date of Birth
	Race	Sex	Height	Weight	Eye Color	Hair Color
3.	Are you a U.S. citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, immigration card number or passport number:					
4.	Home Address (Street and Number)					
	City				State	Zip Code
5.	Do you currently own or have an interest in any business selling alcoholic beverages, wholesale cigarette or tobacco products, or a bottle club? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Business Name (D/B/A)				License Number	
	Location Address					
6.	Have you had any type of <u>alcoholic beverage</u> , or bottle club license, or cigarette, or tobacco permit refused, revoked or suspended anywhere in the past 15 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below. The location address should include the city and state.					
	Business Name (D/B/A)				Date	
	Location Address					
7.	Have you been convicted of a <u>felony</u> within the past 15 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below and provide a Copy of the Arrest Disposition , as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					
8.	Have you been convicted of an offense involving <u>alcoholic beverages or tobacco products</u> anywhere within the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below and provide a Copy of the Arrest Disposition , as requested in the Application Requirements checklist.					
	Date		Location			
	Type of Offense					

9.	Have you been arrested or issued a notice to appear in any state of the United States or its territories within the past 15 years? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide the information requested below and a Copy of the Arrest Disposition . Attach additional sheet if necessary.		
	<table style="width: 100%; border: none;"> <tr> <td style="border: 1px solid black; width: 30%; padding: 2px;">Date</td> <td style="border: 1px solid black; padding: 2px;">Location</td> </tr> </table>	Date	Location
Date	Location		
	Type of Offense		
10.	Do you meet the standards of the moral character rule? <input type="checkbox"/> Yes <input type="checkbox"/> No		
11.	Are you an officer or employee of the Division of Alcoholic Beverages and Tobacco; are you a sheriff or other state, county, or municipal officer, including reserve or auxiliary officers, certified by the state as such, with arrest powers, whose certification is current and active? <input type="checkbox"/> Yes <input type="checkbox"/> No		
NOTARIZATION STATEMENT			
<p>"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that I have fully disclosed any and all parties financially and or contractually interested in this business and that the parties are disclosed in the Disclosure of Interested Parties of this application. I further swear or affirm that the foregoing information is true and correct."</p> <p>STATE OF _____</p> <p>COUNTY OF _____</p> <p style="text-align: right;">_____ APPLICANT SIGNATURE</p> <p>The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this _____ Day of _____, 20____, By _____ who is () personally (print name of person making statement)</p> <p>known to me OR () who produced _____ as identification.</p> <p style="text-align: right;">_____ Commission Expires: _____</p> <p>_____ Notary Public</p>			

(ATTACH ADDITIONAL COPIES AS NECESSARY)

***Social Security Number**

Under the Federal Privacy Act, disclosure of Social Security numbers is voluntary unless a Federal statute specifically requires it or allows states to collect the number. In this instance, disclosure of social security numbers is mandatory pursuant to Title 42 United States Code, Sections 653 and 654; and sections 409.2577, 409.2598, and 559.79, Florida Statutes. Social Security numbers are used to allow efficient screening of applicants and licensees by a Title IV-D child support agency to assure compliance with child support obligations. Social Security numbers must also be recorded on all professional and occupational license applications and are used for licensee identification pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Welfare Reform Act), 104 Pub.L.193, Sec. 317. The State of Florida is authorized to collect the social security number of licensees pursuant to the Social Security Act, 42 U.S.C. 405(c)(2)(C)(I). This information is used to identify licensees for tax administration purposes. This information is used to identify licensees for tax administration purposes, and the division will redact the information from any public records request.

**SECTION 4 – DESCRIPTION OF PREMISES TO BE LICENSED
TO BE COMPLETED BY THE APPLICANT**

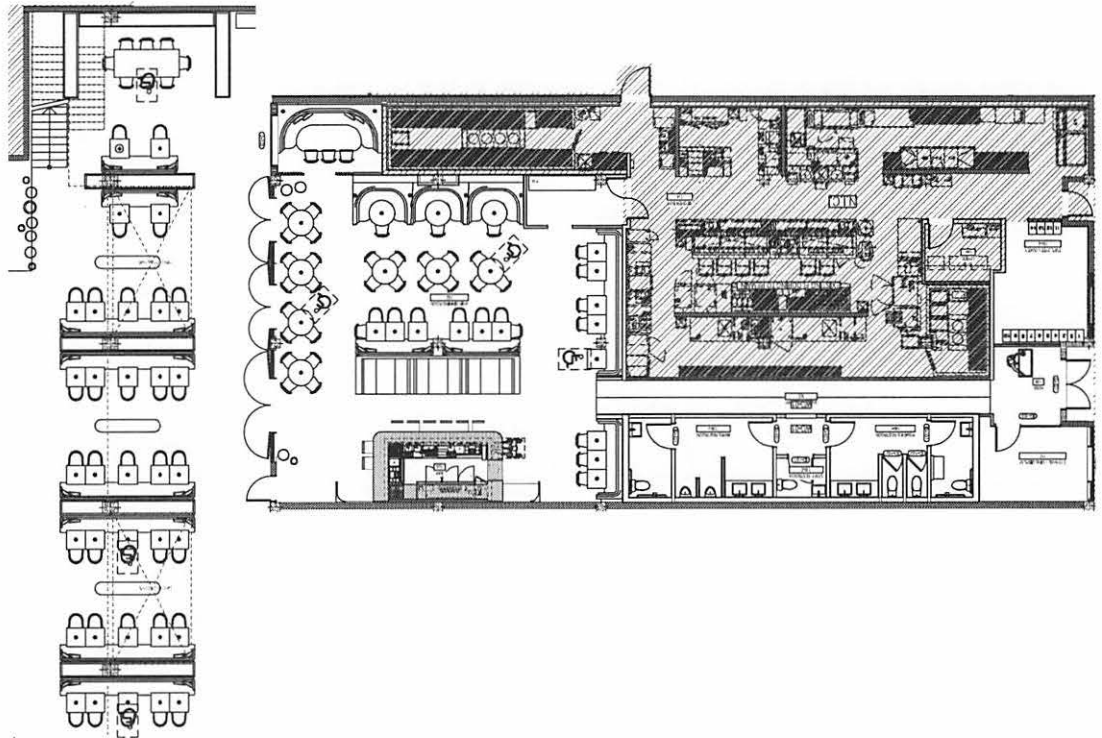
Business Name (D/B/A)
SLIM'S

1.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is the proposed premises movable or able to be moved?
2.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Is the business located within a Specialty Center? If yes, check the applicable statute: <input type="checkbox"/> 561.20(2)(b)1, F.S. or <input type="checkbox"/> 561.20(2)(b)2, F.S.
4.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Are there any mobile vehicles used to sell or serve alcoholic beverages?
5.	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Are there more than 3 separate rooms or enclosures with permanent bars or counters?

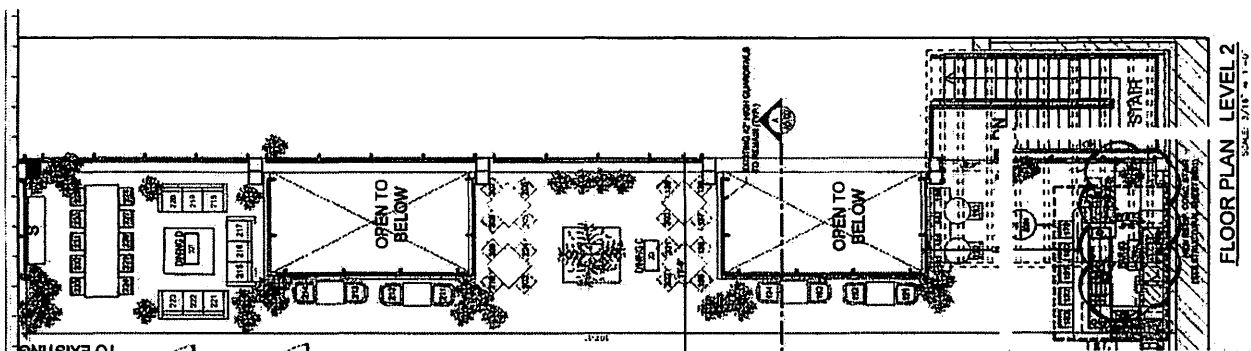
Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.

SEE ATTACHED PLAN

GROUND FLOOR



SEATING COUNT	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
43	44
45	46
47	48
49	50
51	52
53	54
55	56
57	58
59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100



FLOOR PLAN LEVEL 2
SCALE: 3/16" = 1'-0"

SECTION 5 – APPLICATION APPROVALS

Full Name of Applicant: (This is the name the license will be issued in)

ZUZU TACKS LLC

Business Name (D/B/A)

SLIM'S

Street Address

9700 COLLINS AVENUE, #101

City

BAL HARBOUR

County

Miami-Dade

State

FL

Zip Code

33154

ZONING**TO BE COMPLETED BY THE ZONING AUTHORITY GOVERNING YOUR BUSINESS LOCATION**

- A. The location complies with zoning requirements for the sale of alcoholic beverages or wholesale tobacco products pursuant to this application for a Series: 4COP Type: SFS license.
- B. This approval includes outside areas which are contiguous to the premises which are to be part of the premises sought to be licensed and are identified on the sketch?" ☒ Yes ☐ No

Check either: Please do not skip, this is important for license fee sharing

☒ Location is within the city limits or ☐ Location is in the unincorporated county

Signed _____ Date _____

Title _____ This approval is valid for _____ days.

SALES TAX**TO BE COMPLETED BY THE DEPARTMENT OF REVENUE**

The named applicant for a license/permit has complied with the Florida Statutes concerning registration for Sales and Use Tax.

1. This is to verify that the current owner as named in this application has filed all returns and that all outstanding billings and returns appear to have been paid through the period ending _____ or the liability has been acknowledged and agreed to be paid by the applicant. This verification does not constitute a certificate as contained in Section 213.758 (4), F.S. (Not applicable if no transfer involved).
2. Furthermore, the named applicant for an Alcoholic Beverage License has complied with Florida Statutes concerning registration for Sales and Use Tax, and has paid any applicable taxes due.

Signed _____ Date _____

Title _____ Department of Revenue Stamp

This approval is valid for _____ days.

HEALTH**TO BE COMPLETED BY THE DIVISION OF HOTELS AND RESTAURANTS
OR COUNTY HEALTH AUTHORITY
OR DEPARTMENT OF HEALTH
OR DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES**

The above establishment complies with the requirements of the Florida Sanitary Code.

Signed _____ Date _____

Title _____ Agency _____

This approval is valid for _____ days.

SECTION 6 – APPLICANT ENTITY FELONY CONVICTION

Business Name (D/B/A)

SLIM'S

Has the applicant entity been convicted of a felony in this state, any other state, or by the United States in the last 15 years?

☐ Yes ☒ No

If the answer is "Yes," please list all details including the date of conviction, the crime for which the entity was convicted, and the city, county, state and court where the conviction took place.

(Attach additional sheets if necessary)

**SECTION 7 – SPECIAL LICENSE REQUIREMENTS
(DOES NOT APPLY TO BEER AND WINE LICENSES)**

Please check the appropriate box of the license for which you are applying. Fill in the corresponding requirements for the license type sought.

☐ Quota Alcoholic Beverage License ☒ Specialty Alcoholic Beverage License (e.g. SRX, S, etc)
☐ Club Alcoholic Beverage LicenseThis license is issued pursuant to 561.20(2)(A)(4), Florida Statutes or Special Act, and as such we acknowledge the following requirements must be met and maintained:

A FOOD SERVICE ESTABLISHMENT THAT HAS A MINIMUM OF 2000 SF OF SERVICE AREA, IS EQUIPPED TO SERVE MEALS TO 120 PERSONS AT ONE TIME, HAS AT LEAST 120 PHYSICAL SEATS AVAILABLE FOR PATRONS TO USE DURING OPERATING HOURS, HOLDS ITSELF OUT AS A RESTAURANT, AND DERIVES AT LEAST 51% OF ITS GROSS REVENUE FROM THE SALE OF FOOD AND NON-ALCOHOLIC BEVERAGES DURING THE FIRST 120 DAY OPERATING PERIOD AND EACH 12 MONTH OPERATING PERIOD THEREAFTER.

Please initial and date:

Applicant's Initials _____ Date _____

SECTION 8 – DISCLOSURE OF INTERESTED PARTIES

Note: Failure to disclose an interest, direct or indirect, could result in denial, suspension and/or revocation of your license. You **MUST** list all persons and entities in the entire ownership structure. **To determine which of those persons must submit fingerprints and a Related Party Personal Information, sheet, see the fingerprint section in the application instructions.**

Business Name (D/B/A)

SLIM'S

1. When applicable, complete the appropriate section below. **Attach extra sheets if necessary.**

Title/Position	Name	Stock %
CORPORATION– List all officers, directors, and stockholders		

GENERAL PARTNERSHIP – List all general partners

LIMITED LIABILITY COMPANY – List all managers (member & non-member), directors, officers, and members

	SEE EXHIBIT A	

LIMITED PARTNERSHIP – List all general and limited partners.

LIMITED LIABILITY PARTNERSHIP – List all partners

Bar Manager (Fraternal Organizations of National Scope only):

OTHER INTERESTS

These questions must be answered about this business for every person or entity listed as the applicant

1. Are there any persons or entities not disclosed who have loaned money to the business?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Are there any persons or entities not disclosed that derive revenue from the license solely through a contractual relationship with the licensee, the substance of which is not related to the control of the sale of alcoholic beverages, or is exempt by statute or rule?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Are there any persons or entities not disclosed that have the right to receive revenue based on a contractual relationship related to the control of the sale of alcoholic beverages?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4. Are there any persons or entities not disclosed who have a right to a percentage payment from the proceeds of the business pursuant to the lease?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Are there any persons or entities not disclosed who have guaranteed the lease or loan?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Are there any persons or entities not disclosed who have co-signed the lease or loan?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Is there a management contract, franchise agreement, or concession agreement in connection with this business?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Have you or anyone listed on this application, accepted money, equipment or anything of value in connection with this business from any industry member as described in 61A-1.010, Florida Administrative Code?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

If you answered yes to any of the above questions, a copy of the agreement must be submitted with this application. The terms of the agreement may require the interested persons or parties related to an entity to submit fingerprints and a related party personal information sheet.

**SECTION 9 - AFFIDAVIT OF APPLICANT
NOTARIZATION REQUIRED**

Business Name (D/B/A)
SLIM'S

"I, the undersigned individually, or on behalf of a legal entity, hereby swear or affirm that I am duly authorized to make the above and foregoing application and, as such, I hereby swear or affirm that the attached sketch is a true and correct representation of the entire area and premises to be licensed and agree that the place of business, if licensed, may be inspected and searched during business hours or at any time business is being conducted on the premises without a search warrant by officers of the Division of Alcoholic Beverages and Tobacco, the Sheriff, his Deputies, and Police Officers for the purposes of determining compliance with the beverage and retail tobacco laws."

"I swear under oath or affirmation under penalty of perjury as provided for in Sections 559.791, 562.45 and 837.06, Florida Statutes, that the foregoing information is true and that no other person or entity except as indicated herein has an interest in the alcoholic beverage license and/or tobacco permit, and all of the above listed persons or entities meet the qualifications necessary to hold an interest in the alcoholic beverage license and/or tobacco permit."

STATE OF _____

COUNTY OF _____

ZUZU TACKS LLC

APPLICANT/AUTHORIZED REPRESENTATIVE NAME

APPLICANT /AUTHORIZED REPRESENTATIVE SIGNATURE

The foregoing was () Sworn to and Subscribed OR () Acknowledged Before me this _____ Day
of _____, 20____, By _____ who is () personally
(print name(s) of person(s) making statement)

known to me OR () who produced _____ as identification.

Notary Public Commission Expires: _____

SECTION 10 - CURRENT LICENSEE UPDATE DATA SHEET

This section is to be completed for all current alcoholic beverage and/or tobacco license holders listed on the application to ensure the most up to date information is captured.

Business Name (D/B/A) SLIM'S			
Last Name STARR,, STARR,		First	M.I.
Current Alcohol Beverage and/or Tobacco License Permit/Number(s) 23-33411,23-36973,23-36966,23-37578,23-37534,23-37521			
Date of Birth 10/03/1954		Social Security Number* 150489252	
Street Address 262 Van Pelt Street			
City Philadelphia		State PA	Zip Code 19103
Last Name ROBKIN,, ROBKIN,		First	M.I.
Current Alcohol Beverage and/or Tobacco License Permit/Number(s) 23-33411,23-36973,23-36966,23-37578,23-37534,23-37521			
Date of Birth 11/27/1949		Social Security Number* 189401924	
Street Address 210 West Washington Square, #10E			
City Philadelphia		State PA	Zip Code 191016
Last Name DOMB,, DOMB,		First	M.I.
Current Alcohol Beverage and/or Tobacco License Permit/Number(s) 23-33411,23-36973,23-36966,23-37578,23-37534,23-37521			
Date of Birth 04/14/1955		Social Security Number* 155360968	
Street Address 237 South 18th Street, #10B			
City Philadelphia		State PA	Zip Code 19103
Last Name		First	M.I.
Current Alcohol Beverage and/or Tobacco License Permit/Number(s)			
Date of Birth		Social Security Number*	
Street Address			
City		State	Zip Code
Last Name		First	M.I.
Current Alcohol Beverage and/or Tobacco License Permit/Number(s)			
Date of Birth		Social Security Number*	
Street Address			
City		State	Zip Code

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING A TEMPORARY WORK AREA EASEMENT AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND), TO PROVIDE ACCESS TO THE BAL HARBOUR BEACH AT THE EASTERN 96TH STREET TERMINUS FOR THE PLANNED BEACH NOURISHMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND AMENDMENTS AS OFFERED.

Issue:

Should the Village Council approve the Resolution approving a Temporary Work Area Easement Agreement with FIND?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Bal Harbour Beach loses approximately 30,000 cubic yards of sand annually through the natural movement of sand from the north coastal shoreline to the south. Periodically, the Florida Inland Navigation District (FIND), in collaboration with the United States Army Corps of Engineers (USACE), conducts maintenance dredging of the IWW and the Baker's Haulover Inlet shipping channel. Bal Harbour Beach (Beach), as the closest area to this work, is the preferred location to receive the sand dredged from these maintenance actions.

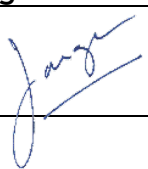
The Village has received notice of a new maintenance dredging project that will place approximately 50,000 cubic yards of beach-compatible sand from a planned USACE maintenance dredging project to begin after March of 2026. To proceed, the FIND is requesting a Temporary Work Area Easement (TWAE) over the eastern end of 96th Street within Bal Harbour Village's jurisdiction. The TWAE being requested will allow the USACE and their contractor to access the beach, and this location will serve as their primary ingress/egress point for construction activity on the beach.

THE ADMINISTRATION RECOMMENDS THE APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

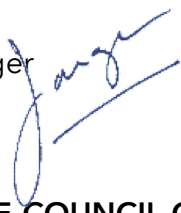
Director Public Works & Beautification Department	Chief Financial Officer	Village Manager
John Oldenburg	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: May 19, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A TEMPORARY WORK AREA EASEMENT AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND), TO PROVIDE ACCESS TO THE BAL HARBOUR BEACH AT THE EASTERN 96TH STREET TERMINUS FOR THE PLANNED BEACH NOURISHMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND AMENDMENTS AS OFFERED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Bal Harbour Beach loses approximately 30,000 cubic yards of sand annually through the natural movement of sand from the north coastal shoreline to the south which ultimately builds up on the north side of Government Cut in Miami Beach. Additionally, a significant portion of sand from the north is stopped by the north Jetty of the Baker's Haulover Inlet, and some is lost through the Inlet, which is deposited in the shipping lane of the Intracoastal Waterway (IWW) and the Baker's Haulover Inlet shipping channel.

Periodically, the Florida Inland Navigation District (FIND), in collaboration with the United States Army Corps of Engineers (USACE), conducts maintenance dredging of the IWW and the Baker's Haulover Inlet shipping channel. Bal Harbour Beach (Beach), as the closest area to this work, is the preferred location to receive the sand dredged from these maintenance actions. The most recent maintenance dredging in this area was conducted in 2014 and 2017 as noted below.

- In 2014, the Beach received 49,592 cubic yards of sand through USACE maintenance dredging of the Inlet shipping lane.
- In 2017, the Beach received 43,500 cubic yards of sand from the USACE maintenance dredging of the IWW in the vicinity of Bakers-Haulover Inlet.

ANALYSIS

The Village has received notice of a new maintenance dredging project of the IWW in the vicinity of Bakers-Haulover Inlet. This supplemental sand project will follow the completion

of the pending USACE, Bal Harbour Beach Nourishment Project, scheduled to place approximately 230,000 cubic yards of mined sand this summer.

During this new project approximately 50,000 cubic yards of beach-compatible sand will be dredged from the Cut Designated Area A-9 and placed onto the beach south of the Inlet. To facilitate this project, the FIND, is requesting a Temporary Work Area Easement (TWAE) over the eastern end of 96th Street within Bal Harbour Village's jurisdiction. The TWAE being requested will allow the USACE and their contractor to access the beach, and this location will serve as their primary ingress/egress point for construction activity on the beach.

USACE is currently working to obtain an updated Florida Department of Environmental Protection (FDEP), permit for this project and FDEP has requested that the Corps modify the existing Bal Harbor Shore Protection Project permit to allow for the acceptance of dredged material from the Intracoastal Waterway (IWW). This modification process is projected to add approximately four months to the overall project timeline. In addition, during the environmental review, the Corps also confirmed the presence of queen conch in the project area, which requires further assessment. As a result, the estimated start date for dredging operations has been pushed out to March 2026.

The Village and our environmental engineers, Cummins | Cederberg will work with the FIND and USACE to use this new sand at deficient beach areas which are identified in the late Winter of 2025. Additionally, work to identify the south shoal inside the Baker's Haulover Inlet, as a site for future sand dredging will continue with updates presented as this effort proceeds.

THE BAL HARBOUR EXPERIENCE

The placement of additional sand provides a safer beach for users, improves shoreline protection and enhances the beauty of this unique and elegant destination beach. This action is aligned with the Village's stated mission through the *Bal Harbour Experience* and corresponds directly to the stated goals of Safety, Resiliency & Sustainable Community, Destination & Amenities, Unique & Elegant and Beautiful Environment.

CONCLUSION

Bal Harbour Beach loses approximately 30,000 cubic yards of sand annually through the natural movement of sand from the north coastal shoreline to the south.

Periodically, the Florida Inland navigation District (FIND), in collaboration with the United States Army Corps of Engineers (USACE), conducts maintenance dredging of the Intercoastal Water Way (IWW), and the Baker's Haulover Inlet shipping channel. Bal Harbour Beach (Beach), as the closest area to this work, is the preferred location to receive the sand dredged from these maintenance actions.

The Village has received notice of a new maintenance dredging project that will place approximately 50,000 cubic yards of beach-compatible sand from a planned USACE

maintenance dredging project to begin after March of 2026. To proceed, FIND is requesting a Temporary Work Area Easement (TWAE) over the eastern end of 96th Street within Bal Harbor Village's jurisdiction. The TWAE being requested will allow the USACE and their contractor to access the beach, and this location will serve as their primary ingress/egress point for construction activity on the beach. To proceed, I am requesting your approval of this Easement Agreement.

Attachments:

1. Easement Agreement Bal Harbour Village FIND IWW Bakers Haulover 2025.

RESOLUTION NO. 2025-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A TEMPORARY WORK AREA EASEMENT AGREEMENT WITH THE FLORIDA INLAND NAVIGATION DISTRICT (FIND), TO PROVIDE ACCESS TO THE BAL HARBOUR BEACH AT THE EASTERN 96TH STREET TERMINUS FOR THE PLANNED BEACH NOURISHMENT PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND AMENDMENTS AS OFFERED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Beach loses approximately 30,000 cubic yards of sand annually through the natural movement of sand from the north coastal shoreline to the south; and

WHEREAS, periodically, the Florida Inland Navigation District (FIND), in collaboration with the United States Army Corps of Engineers (USACE), conducts maintenance dredging of the Intercoastal Water Way (IWW) and the Baker's Haulover Inlet shipping channel; and

WHEREAS, the Village has received notice of a new maintenance dredging project that will place approximately 50,000 cubic yards of beach-compatible sand from a planned FIND maintenance dredging project to begin after March of 2026; and

WHEREAS, to proceed, FIND is requesting a Temporary Work Area Easement (TWAE) over the eastern end of 96th Street within Bal Harbour Village's jurisdiction. The TWAE being requested will allow the USACE and their contractor to access the beach, and this location will serve as their primary ingress/egress point for construction activity on the beach; and

WHEREAS, FIND has delivered to the Village a Temporary Work Area Easement Agreement for approval by the Village, in furtherance of this project; and

WHEREAS, the Village Council wishes to approve the Temporary Work Area Easement Agreement as requested by FIND and in furtherance of the best interests of the Village and its residents.

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 Temporary Work Area Easement Agreement in the form is hereby approved by the Village Council.

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 19th day of May 2025.



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.

Prepared by:
Peter L. Breton, Esq.
The Law Office of Peter L. Breton, PLLC
2427 Ashbury Circle
Cape Coral, FL 33991

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is granted this ____ day of _____, 2025 by **BAL HARBOUR VILLAGE, FLORIDA**, a municipal corporation of the State of Florida, by and through its Village Council, whose mailing address is 655 96th Street, Bal Harbour, Florida 33154 ("Grantor"), to **FLORIDA INLAND NAVIGATION DISTRICT**, a Special Taxing District of the State of Florida, whose mailing address is 1314 Marcinski Road, Jupiter, Florida, 33477-9498 ("District" or "Grantee").

WITNESSETH:

That the said Grantor, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, hereby grants unto District, its successors and assigns a non-exclusive easement (the "Easement") in, on, over and across the land described in Exhibit "A" attached hereto and made a part hereof (the "Easement Premises"), for use as:

TEMPORARY WORK AREA EASEMENT (Access Area)

A temporary easement and right-of-way in, on, over and across the land described in **Exhibit "A"** (96th Street ROW), for a period not to exceed 24 months, beginning with date possession of the land is granted to the Florida Inland Navigation District, for use by the Grantee and/or the United States, its representatives, agents, and contractors as a work area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Intracoastal Waterway Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way;

reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

THE CONDITIONS OF THIS RIGHT OF USAGE ARE SUCH THAT:

1. District shall cause all work in the Easement Premises to be in compliance with the permit for such work issued by the Florida Department of Environmental Protection ("FDEP") for such work. District shall obtain from any necessary governmental entities any permits for the project that might be required prior to commencement of the project. Project shall be performed at District's sole cost and expense and within the confines of the Easement Premises in accordance with the approved plans and all permits, and applicable statutes, rules, regulations, codes and ordinances.

2. District shall provide a thirty (30) day written notice of the date of commencement of any project (the "Commencement Date") to the Grantor.

3. District further expressly agrees to maintain in good condition and repair, at its sole cost and expense, its equipment located within the Easement Premises at all times during the term hereof. District shall require its contractors or subcontractors (collectively referred to hereinafter as "Contractor") to maintain in good condition and repair, at their sole cost and expense, their equipment within the Easement Premises at all times during the term hereof. If any action of District's employees or agents in the exercise of this Easement results in damage to the premises, District will, in its sole discretion, either repair such damage or make appropriate settlement with Grantor. In no event shall such restoration exceed the fair market value of the fee title to the real property at the time immediately preceding the restoration. District's liability under this paragraph is subject to the availability of appropriations for such payment, and nothing contained in this easement may be considered as implying that the Florida Legislature will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this paragraph are without prejudice to any rights Grantor or any other party may have to make a claim under applicable

federal laws for any damages other than those provided for herein.

4. District shall be liable for its own actions and negligence and, to the extent permitted by law, shall indemnify, defend and hold harmless Grantor against any actions, claims, or damages arising out of District's negligence in connection with this Easement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes Section 768.28, nor shall the same be construed to constitute agreement by District to indemnify Grantor for Grantor's negligent, willful or intentional acts or omissions.

5. Neither Grantor's nor District's interest in the Easement Premises shall be subject to liens arising from District's or any other person or entity's use of the Easement Premises, or exercise of the rights granted hereunder. District shall promptly cause any lien imposed against the Easement Premises to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes.

6. This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida. This Easement shall not be construed more strongly against any party regardless of who was responsible for its preparation or drafting.

7. This Easement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof, and may not be modified or amended, except in a writing signed by all of the parties hereto.

8. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

9. District's use and enjoyment of and interest in the Easement Premises is and shall be strictly limited to that specifically granted herein. District shall exercise the rights granted hereunder in a manner which does not unreasonably interfere with and minimizes the impact upon Grantor's use and enjoyment of the Easement Premises and Grantor's adjoining property.

10. This Easement may not be assigned by District. Notwithstanding the foregoing, District may assign its rights under this Easement to another party on a permanent, temporary or

periodic basis, provided that the District shall remain liable for all obligations under this Easement.

11. The grant of Easement contained herein is for the use and benefit of District and is not intended and shall not be construed as a dedication to the public of any portion of the Easement Premises for public use.

12. It is understood and agreed by the parties hereto that all such work shall be conducted in a workmanlike manner in compliance with all applicable permits. During sea turtle nesting season, District shall properly monitor the habitats of sea turtles and any other imperiled species in the manner prescribed by FDEP, the Florida Fish and Wildlife Conservation Commission and United States Fish and Wildlife Service according to all required permit conditions.

13. Upon conclusion of any project work, all pipes and equipment shall be completely removed from the Easement Premises, and the District shall restore the Easement Premises to the condition it was in at the time of commencement of the work, except for any additional sand. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. District's liability under this paragraph is subject to the availability of appropriations for such payment, and nothing contained in this easement may be considered as implying that the Florida Legislature will at a later date appropriate funds sufficient to meet deficiencies. The provisions of this paragraph are without prejudice to any rights Grantor or any other party may have to make a claim under applicable federal laws for any damages other than those provided for herein.

14. The grant of this Easement shall in no way restrict the right and interest of Grantor in the use, maintenance and quiet enjoyment of the Easement Premises to the extent that such does not interfere with the rights granted herein.

IN WITNESS WHEREOF, Village has caused this Easement to be executed in its name, by its proper officers thereunto duly authorized, the day and year first above written.

Signed and delivered

BAL HARBOUR VILLAGE, FLORIDA,

in the presence of:

a Florida municipal corporation

Witness Signature

By: _____
Jorge M Gonzalez, Village Manager

Print Witness Name

Witness Address

Witness Signature

Print Witness Name

Witness Address

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by _____, as _____ of Palm Beach County, FL, a political subdivision of the State of Florida, on behalf of the company, who is _____ personally known to me or _____ who has produced _____, as identification.

My Commission Expires: _____

NOTARY PUBLIC

AFFIX NOTARY SEAL

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Village Attorney

TEMPORARY WORK AREA EASEMENT**SKETCH & DESCRIPTION****SHEET 1 OF 2 SHEETS (NOT FULL AND COMPLETE WITHOUT ALL SHEETS)****LEGAL DESCRIPTION:**

BEING AN EASEMENT LYING WITHIN SECTION 26, TOWNSHIP 52 SOUTH, RANGE 42 EAST, OF MIAMI-DADE COUNTY, FLORIDA; THE LIMITS OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

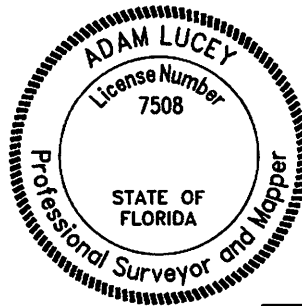
COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 26, THENCE NORTH 85°30'17" EAST ALONG THE SOUTH LINE OF SECTION 26, THE SAME BEING THE CENTERLINE OF 96TH STREET, A 50-FOOT RIGHT-OF-WAY, AS DESCRIBED IN PLAT BOOK 44, PAGE 27 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, A DISTANCE OF 2393.70 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 05°45'53" WEST, A DISTANCE OF 25.00 FEET, TO THE NORTHERLY RIGHT-OF-WAY LINE OF 96TH STREET; THENCE NORTH 85°30'17" EAST, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 130.00 FEET TO THE EROSION CONTROL LINE OF BAL HARBOUR VILLAGE, AS DESCRIBED IN PLAT BOOK 88, PAGE 65 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY; THENCE SOUTH 05°45'53" EAST, ALONG SAID EROSION CONTROL LINE, A DISTANCE OF 25.00 FEET, TO THE SOUTHERLY TERMINUS THEREOF; THENCE SOUTH 85°30'17" WEST, ALONG THE RIGHT-OF-WAY CENTERLINE OF 96TH STREET, 130.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.07 ACRES (3,249 SQUARE FEET), MORE OR LESS.

SURVEYOR'S NOTES:

1. THIS IS NOT A SURVEY. THIS NOTE IS REQUIRED PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17-052 (6)(b).
2. THE UNDERSIGNED AND TAYLOR ENGINEERING, LLC., MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE INFORMATION REFLECTED HEREON PERTAINING TO EASEMENTS, RIGHTS-OF-WAY, SETBACK LINES, AGREEMENTS AND OTHER MATTERS. FURTHER, THIS INSTRUMENT IS NOT INTENDED TO REFLECT OR SET FORTH SUCH MATTERS. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
3. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR OTHER EASEMENT RECORDS.
4. THE PURPOSE OF THIS LEGAL DESCRIPTION AND SKETCH IS TO PREPARE A TEMPORARY WORK AREA EASEMENT FOR AN ACCESS AREA.
5. NO MONUMENTATION WAS SET DURING THE PREPARATION OF THIS INSTRUMENT
6. NORTHING AND EASTING COORDINATES SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983, ADJUSTMENT 1990 (NAD83/1990), AND ARE RELATIVE TO STATE PLANE COORDINATES; FLORIDA EAST ZONE (0901).
7. BEARINGS SHOWN HEREON ARE REFERENCED TO THE SOUTH LINE OF SECTION 26, TOWNSHIP 52 SOUTH, RANGE 42 EAST, WITH AN ASSUMED GRID BEARING OF NORTH 85°30'17" EAST. THE SOUTH LINE OF SECTION 26 ALSO BEING THE CENTERLINE OF 96TH STREET.
8. THIS "WORK PRODUCT" IS NOT VALID WITHOUT BEING IN "HARD COPY" FORM WITHOUT THE ORIGINAL SIGNATURE AND SEAL BY THE SURVEYOR OR AS PROVIDED IN F.A.C. 5J-17-062 FOR SIGNING AND SEALING ELECTRONICALLY.



THIS SURVEY HAS BEEN ELECTRONICALLY SIGNED AND SEALED PURSUANT TO 5J-17.062, BY ADAM LUCEY, PSM, ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ADAM LUCEY, PSM

DATE: 04/24/2025

PROFESSIONAL SURVEYOR & MAPPER FLORIDA LICENSE NO 7508
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER



TAYLOR ENGINEERING INC.

10199 SOUTHSIDE BLVD SUITE 310
JACKSONVILLE, FLORIDA 32256

REGISTRY # 4815 CERTIFICATE OF AUTHORIZATION NO. LB 8411

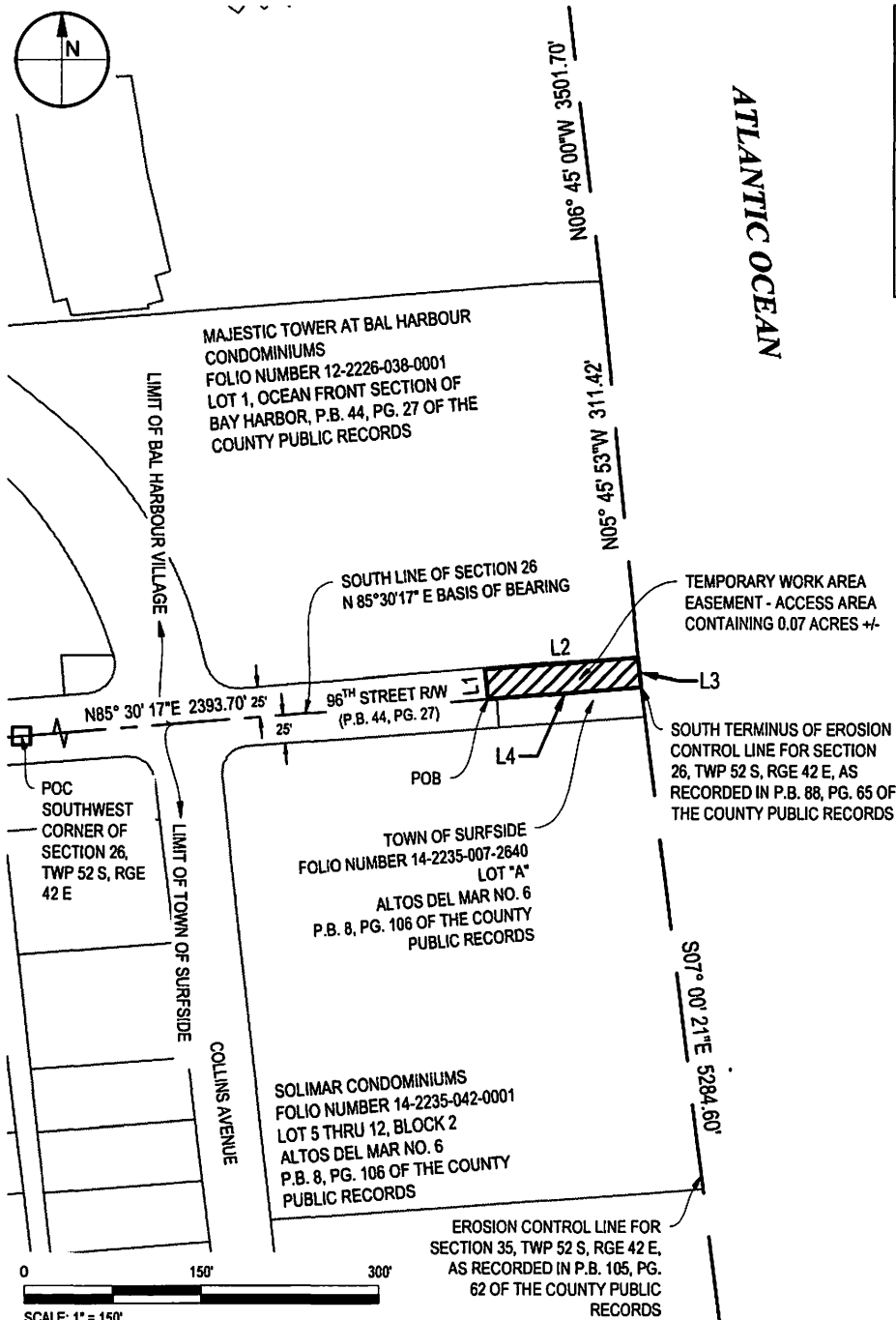
SKETCH & DESCRIPTION
TEMPORARY WORK AREA EASEMENT
ACCESS AREA
MIAMI-DADE COUNTY, FLORIDA

PROJECT	C2025-020
DRAWN BY	AL
SHEET	01 of 02
DATE	04/22/2025

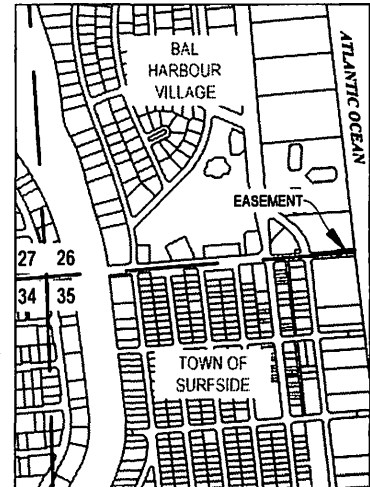
TEMPORARY WORK AREA EASEMENT

SKETCH & DESCRIPTION

SHEET 2 OF 2 SHEETS (NOT FULL AND COMPLETE WITHOUT ALL SHEETS)



LINE TABLE		
LINE NO.	LENGTH	BEARING
L1	25.00'	N05° 45' 53\"W
L2	130.00'	N85° 30' 17\"E
L3	25.00'	S05° 45' 53\"E
L4	130.00'	S85° 30' 17\"W



LOCATION MAP (N.T.S.)

LEGEND:

- E = EASTING COORDINATE
- N = NORTHING COORDINATE
- PID = PARCEL IDENTIFICATION NUMBER
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- POT = POINT OF TERMINUS
- PCC = POINT OF COMPOUND CURVATURE
- PRC = POINT OF REVERSE CURVATURE
- CCR = CERTIFIED CORNER RECORD
- (D) = DEED DIMENSION
- (C) = CALCULATED DIMENSION
- O.R.B. = OFFICIAL RECORD BOOK OF COUNTY
- PG. = PAGE
- BK. = BOOK
- P.B. = PLAT BOOK

NOTES:

- THIS IS NOT A SURVEY. THIS NOTE IS REQUIRED PER FLORIDA ADMINISTRATIVE CODE (F.A.C.) 5J-17-052 (6)(b)
- SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, AND SURVEYOR'S NOTES.



TAYLOR ENGINEERING INC.

10199 SOUTHSIDE BLVD SUITE 310
JACKSONVILLE, FLORIDA 32256

REGISTRY # 4815 CERTIFICATE OF AUTHORIZATION NO. LB 4811

SKETCH & DESCRIPTION
TEMPORARY WORK AREA EASEMENT
ACCESS AREA
MIAMI-DADE COUNTY, FLORIDA

PROJECT	C2025-020
DRAWN BY	AL
SHEET	02 of 02
DATE	04/22/2025

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO PURCHASE UP TO SIX SULZER/ABS SUBMERSIBLE SANITARY SEWER PUMPS FROM HYDRA SERVICES INC., THE SOLE SOURCE VENDOR FOR THE STATE OF FLORIDA, FOR SANITARY SEWER PUMP STATION NUMBER ONE (PS-1) AND SANITARY SEWER PUMP STATION NUMBER TWO (PS-2) AS REQUIRED TO MAINTAIN EFFECTIVE SANITARY PUMP STATION OPERATIONS; SUBJECT TO VERIFICATION OF VENDOR SOLE SOURCE STATUS AT THE TIME OF PURCHASE; SUBJECT TO ANNUAL BUDGET ALLOCATIONS.

Issue:

Should the Village Council approve the Resolution to authorize the Village Manager to purchase specified replacement sanitary sewer station pumps as needed?

The Bal Harbour Experience:

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

Item Summary / Recommendation:


The Village is required by Chapter 62-604 of the Florida Administrative Code (FAC) to maintain spare parts and pumps for the proper operation of the two Village sanitary sewer pump stations, the collection/transmission system, and to eliminate sanitary sewer overflows. On April 22, 2025, I executed a proposal from Hydra Services, Inc. to purchase a 115-horsepower pump for sanitary sewer pump station No. 1, which was the last remaining pump purchase preauthorized by the Village Council. This Resolution provides authorization to purchase up to six (6) sanitary sewer station pumps for each sanitary sewer station on an as needed basis, subject to the verified sole source status of the vendor and funding within the Utility Fund budget. I am requesting this authorization due to the manufacturing when ordered lead time requirement, and the delivery timeframe of up to twenty-two (22) weeks to ensure the Village pump stations operate effectively and adhere to our maintenance responsibilities as required by Chapter 62-604, F.A.C.

THE ADMINISTRATION RECOMMENDS THE APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

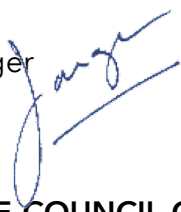
Director Public Works & Beautification Department	Chief Financial Officer	Village Manager
John Oldenburg	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: May 19, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE UP TO SIX SULZER/ABS SUBMERSIBLE SANITARY SEWER PUMPS FROM HYDRA SERVICES INC., THE SOLE SOURCE VENDOR FOR THE STATE OF FLORIDA, FOR SANITARY SEWER PUMP STATION NUMBER ONE (PS-1) AND SANITARY SEWER PUMP STATION NUMBER TWO (PS-2) AS REQUIRED TO MAINTAIN EFFECTIVE SANITARY PUMP STATION OPERATIONS; SUBJECT TO VERIFICATION OF VENDOR SOLE SOURCE STATUS AT THE TIME OF PURCHASE; SUBJECT TO ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village is required by Chapter 62-604 of the Florida Administrative Code (FAC) to provide minimum design, operation, and maintenance standards for domestic wastewater collection/transmission systems. It is also a requirement to maintain spare parts and pumps for the proper operation of the collection/transmission system and to eliminate sanitary sewer overflows.

Bal Harbour Village maintains two sanitary sewer pump stations, one of which is located at Collins and 96th Street, Pump Station No.-2 (PS-2) and Pump Station No.-1 (PS-1), which is located at 184 Bal Bay Drive. Both pump stations utilize a combination of submersible sanitary sewer pumps to move the sewage towards the City of Miami Beach receipt point and ultimately received at the Miami Dade County Sewage Treatment Facility at Virginia Key. The new PS-1 station at 184 Bal Bay Drive began operations in March of 2017 and the PS-2 station on Collins Avenue began operations in 2004 after renovations.

On April 17, 2018, the Village Council passed Resolution No. 2018-1145, authorizing the purchase of two (2) spare sanitary sewer pumps, one specific to each station.

On January 28, 2020, The Village Council passed Resolution No. 2020-1280 authorizing the retroactive purchase of a sewer pump and providing the Village Manager with the authority to purchase two (2) additional pumps as needed.

On January 30, 2023, The Village Council passed Resolution No. 2023-1535 authorizing the refurbishment of these same types of sanitary sewer pumps as needed.

On April 22, 2025, I executed a proposal from Hydra Services, Inc. to purchase a one hundred fifteen (115) horsepower pump for PS-1 at a cost not to exceed sixty-six thousand seven hundred twenty-five dollars (\$66,725). This latest purchase was the last remaining Council pre-authorized pump purchase.

ANALYSIS

Sanitary sewer pump station PS-1 operates with three (3) forty-seven (47) horsepower pumps and PS-2 operates with four (4) one hundred fifteen (115) horsepower pumps/motors. In the event one of the pumps fails and requires repair, the pump station bypasses the failed pump, and the remaining pumps operate at an increased level which elevates the potential for additional pumps to fail. These types of pumps are highly specialized, run continuously and replacement pumps are not available to purchase from existing manufacturer inventories. The pumps are produced when ordered, and the lead time to obtain a new pump can be as long as twenty-two (22) weeks.

Given the extended lead time to obtain these pumps, the ability to refurbish or replace as needed is critical to ensure the operation of the two Village sanitary sewer pumps stations. Since the pre-authorization has now ended, it is appropriate to seek authorization to continue with this established approach to purchase replacement sanitary sewer pumps as needed. Additionally, at this time, no pump purchases are required; this action is for future purchases as needed.

It should be noted that the Council has previously authorized the repair or refurbishment of these pumps as needed, and replacement pumps are only purchased when the cost to repair them is estimated to be more than fifty percent (50%) of the cost to replace the deficient pumps with new ones.

Additionally, this resolution authorizes a "Sole Source Agreement". This type of procurement activity is defined by the Institute of Public Procurement (NIGP), as an agreement based on a situation in which there exists an inability to obtain competition. In the sole source procurement method, there is one supplier that possesses the unique ability or capability to meet the requirements of the solicitation. The purchasing authority may require justification from the requesting department within the agency explaining why this is the only source for the requirement. In this case, Hydra Service, Inc. is the exclusive authorized distributor of Sulzer wastewater (formerly ABS) products within the State of Florida. The manufacturer, Sulzer Pumps Solutions, Inc., will be requested to verify via letter that Hydra Service, Inc., is the exclusive authorized distributor for the State when new pumps are purchased in the future.

Funding:

The funding for this utility capital purchase activity was approved on September 19, 2024, with the Bal Harbour Village Council ratification of Resolution No. FY 2024-1653, approving and adopting the Fiscal Year 24-25 Final Budget and Capital Improvement Plan.

THE BAL HARBOUR EXPERIENCE

The pre-authorization to purchase sanitary sewer pump station pumps as needed ensures compliance with Chapter 62-604, of the Florida Administrative Code and directly corresponds to the *Bal Harbour Experience* stated goals of Modernized Public Facilities/Infrastructure and Safety.

CONCLUSION

The Village is required by Chapter 62-604, of the Florida Administrative Code (FAC), to maintain spare parts and pumps for the proper operation of the collection/transmission system and to eliminate sanitary sewer overflows.

This Resolution provides authorization to purchase up to six (6) sanitary sewer station pumps for each sanitary sewer station on an as needed basis, subject to the verified sole source status of the vendor and funding within the Utility Fund budget. Since these specialized pumps are manufactured when ordered, I am requesting this authorization due to the manufacture when ordered lead time requirement, and the extended delivery timeframe to ensure the Village pump stations operate effectively and adhere to our maintenance responsibilities as required by F.A.C. Chapter 62-604. Therefore, I recommend your approval of this Resolution.

RESOLUTION NO. 2025-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE UP TO SIX SULZER/ABS SUBMERSIBLE SANITARY SEWER PUMPS FROM HYDRA SERVICES INC., THE SOLE SOURCE VENDOR FOR THE STATE OF FLORIDA, FOR SANITARY SEWER PUMP STATION NUMBER ONE (PS-1) AND SANITARY SEWER PUMP STATION NUMBER TWO (PS-2) AS REQUIRED TO MAINTAIN EFFECTIVE SANITARY PUMP STATION OPERATIONS; SUBJECT TO VERIFICATION OF VENDOR SOLE SOURCE STATUS AT THE TIME OF PURCHASE; SUBJECT TO ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the effective operation of the pump stations requires serviceable pumps and spare pumps; and

WHEREAS, the Village is required by Chapter 62-604, F.A.C., to provide minimum design, operation, and maintenance standards for domestic wastewater collection/transmission systems; and

WHEREAS, this Council has determined that it is in the best interest of the Village to authorize the Village Manager to purchase up to six (6) sanitary sewer station pumps for each sanitary sewer station on an as needed basis, subject to verified sole source status of the vendor and to be funded from the Utility Fund budget.

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

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

Section 2. Purchase Authorization Approved. The authorization for the Village Manager to purchase up to six (6) sanitary sewer station pumps for each sanitary sewer station on an as needed basis, subject to verified sole source status of the vendor and to be funded from the Utility Fund budget, is hereby approved.

Section 3. Expenditure Approved for Purchase. That the expenditure for the purchase of submersible sanitary sewer pumps in the amount not to exceed annual

budgetary allocations for the purchase 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 19th day of May 2025.



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 -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Jeffrey P. Freimark, Mayor

DATE: May 19, 2025

SUBJECT: **Discussion Regarding an Update on the Bal Harbour Village Sister Cities Program**

Please place an item on the May 19, 2025, Village Council Meeting Agenda for a discussion regarding an update on the Bal Harbour Village Sister Cities Program.

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: David Wolf, Councilman

DATE: May 19, 2025

SUBJECT: **Discussion Regarding a Follow Up on Council Retreat Traffic Mitigation Discussions**

Please place an item on the May 19, 2025, Village Council Meeting Agenda for a discussion regarding a follow up on council retreat traffic mitigation discussions.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk 

DATE: May 13, 2025

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
Carter McDowell	LK Hotel, LLC	01/01/25
Nicholas Noto	Carlton Terrace Owner	01/15/25
Thomas Robertson	LK Hotel, LLC	01/15/25
Caroline Travis	Bal Harbour Shops LLC	01/16/25
Ivor Nicholas Massey	Bal Harbour Shops LLC	01/16/25
Benjamin Elias	Bal Harbour Shops LLC	01/16/25
Ian DeMello	Mathew Whitman Lazenby	01/22/25
John Shubin	Mathew Whitman Lazenby	01/22/25
Eitan Zimmerman	Bal Harbour Civic Association, Inc.	02/24/25
Rita Collins	Bal Harbour Civic Association, Inc.	02/24/25
Neca Logan	Bal Harbour Civic Association, Inc.	02/24/25

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen *SLT*

DATE: May 13, 2025

RE: Monthly Report of Village Attorney for April 2025 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 April 2025 (93), we completed our work for the April Council and LPA meeting agendas, attended those meetings, and began to review, advise, and prepare documents for agenda items for May Council meeting. We attended the weekly staff meetings, and the monthly agenda review/after action meetings, and retreat after action meeting.

Specific additional matters included:

- We analyzed proposed bills and amendments re tourist taxes and local option taxes, and regarding land use matters.
- We reviewed and analyzed HB 683 and continued to meet with staff and analyze issues re regulation of artificial turf and landscaping.
- We reviewed and drafted correspondence re DOGE inquiries.
- We conferred with the Village Manager and staff concerning stormwater finance issues.
- We attended meetings with staff and reviewed correspondence concerning AI, emerging technologies, and implementation strategies.
- We reviewed and analyzed recent case law code enforcement orders and fines.
- We reviewed status of St. Regis compliance tied to building violations.
- We reviewed status of Bal Harbour Manor compliance tied to building violations, and related correspondence.
- We conferred with staff and analyzed issued issues in connection with public records request, and a related 5 day notice.
- We began to work on an RFP for Project Management Services for Village Hall.

- We reviewed documents and held conferences with staff regarding the Ritz cabana inquiry.
- We conferred with staff, and reviewed and analyzed an RFP in conjunction with the Parcels 5B and 5C Neighborhood Improvement solicitation.
- We met with police, analyzed issues, conferred and followed up re immigration enforcement issues, including follow up with Village's insurer, and examined an inquiry re Village's hate crime ordinance.
- We conferred with client, and attended to Jetty easement matter and related agreement.

Additional Services

For the Security/Landscaping Assessment matter, we conferred with staff, analyzed and reviewed issues raised by ORNA regarding the security agreement approved by Council, conferred with ORNA's counsel, and reviewed/drafted revisions to same. We also reviewed and followed up re comments regarding the revised MOU between FPL and the Association.

For the Dade County PBA Collective Bargaining matter, we prepared for and attended bargaining sessions; strategized concerning pending FMLA and disciplinary issues; conferred with staff and union attorney regarding longevity pay grievance and arbitration; and reviewed and responded to public records request.

For the Zyscovich matter, we drafted a complaint; analyzed issues concerning the filed complaint and mediation demand; reviewed correspondence from opposing counsel concerning response to request for settlement; developed strategy for determining damages calculations and the retention of experts; and prepared a joint motion to abate lawsuit.

For the Bal Harbour Shops (Live Local Act) matter, we completed our review of the response in the FLUEDRA lawsuit; reviewed partial motion for summary judgment and reviewed draft responses to same motion; held conferences with litigation team; and reviewed correspondence and response to amended LLA complaint.