

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

June 17, 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 Recognizing Juneteenth
- PA2** Proclamation Recognizing Pride Month
- PA3** Presentation of the Miami-Dade Fire Rescue Service Delivery Report
[Miami-Dade Fire Rescue - Annual Service Delivery Report ADA.pdf](#)
- PA4** Presentation and Project Update on the Harding Avenue Realignment by Whiting-Turner Contracting
[Harding & Collins MOT Phase 1-3 ADA.pdf](#)
- PA5** Proclamation Establishing a Sister City Relationship with Hof HaCarmel, Israel

CONSENT AGENDA

C6 - COUNCIL MINUTES

- C6A** Approval of Minutes
[VillageCouncil-RegularCouncilMeetingMinutes_May19_2025.pdf](#)

C7 - CONSENT AGENDA RESOLUTIONS - NONE

R5 - ORDINANCES

- R5A** Ordinance Amending Business Tax Receipt Rates (First Reading)
AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING ARTICLE II LOCAL BUSINESS TAX OF CHAPTER 9 BUSINESS REGULATIONS AND BUSINESS TAX OF THE BAL HARBOUR VILLAGE CODE OF ORDINANCES; PROVIDING FOR AN INCREASE IN CERTAIN BUSINESS TAXES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.
[Item Summary - Local Business Tax Rate ADA.pdf](#)
[Memorandum - Local Business Tax Rate ADA.pdf](#)
[Ordinance - Local Business Tax Rate ADA.pdf](#)

R7 - RESOLUTIONS

- R7A** Resolution Approving Annual Assessment for Gated Residential Area
A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE PROVISION OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS IN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SECURITY AND LANDSCAPE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR, FLORIDA; DETERMINING THE COST OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS AND THE INITIAL SECURITY AND LANDSCAPE ASSESSMENTS; PROVIDING FOR A MAXIMUM RATE; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.
[Item Summary - Security and Landscape Assessment ADA.pdf](#)
[Memorandum - Security and Landscape Assessment ADA.pdf](#)
[Resolution - Security and Landscape Assessment ADA.pdf](#)

- R7B** Resolution Approving Annual Solid Waste Assessment
A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR VILLAGE, FLORIDA;

DETERMINING THE SOLID WASTE COST AND THE INITIAL SOLID WASTE SERVICE ASSESSMENTS; PROVIDING FOR A MAXIMUM ASSESSMENT RATE; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; AND PROVIDING AN EFFECTIVE DATE.

[Item Summary - Solid Waste Assessment ADA.pdf](#)

[Memorandum - Solid Waste Assessment ADA.pdf](#)

[Resolution - Solid Waste Assessment ADA.pdf](#)

- R7C** Approval of Agreement with Envirowaste for Utility Infrastructure Repairs
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND ENVIROWASTE SERVICES, INC. FOR AN INITIAL TERM OF THREE YEARS, WITH THE OPTION TO RENEW THE AGREEMENT FOR THREE ONE-YEAR TERMS FOR THE PROVISION OF WATER PIPE BREAK REPAIR, CURED-IN-PLACE LINING FOR SANITARY SEWER AND STORM WATER DRAINAGE PIPE, REHABILITATION OF SANITARY SEWER AND STORM WATER MANHOLES, AT ESTABLISHED RATES VILLAGE-WIDE; IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS OR STATUTORY LIMITATIONS OF \$255.20; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Envirowaste Professional Services ADA.pdf](#)

[Memorandum - Envirowaste Professional Services ADA.pdf](#)

[Resolution - Envirowaste Professional Services ADA.pdf](#)

[Attachment - Envirowaste Services Agreement ADA.pdf](#)

- R7D** Resolution Approving Agreement for Holiday Lighting
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT WITH HOLIDAY OUTDOOR DECOR (FORMERLY FLORIDA CDI LLC) FOR THE PROVISION OF ENHANCED HOLIDAY LIGHTING DISPLAYS FOR A TWO-YEAR TERM, IN AN ANNUAL AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND DOLLARS (\$28,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Holiday Lighting ADA.pdf](#)

[Memorandum - Holiday Lighting ADA.pdf](#)

[Resolution - Holiday Lighting ADA.pdf](#)

[Attachment - Proposal ADA.pdf](#)

[Attachment - Amendment to Agreement Holiday Lights ADA.pdf](#)

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Facility Rentals on Village Recognized Holidays - Village Manager Jorge M. Gonzalez

[Facility Rentals on Village Recognized Holidays - Village Manager Jorge M. Gonzalez](#)

[ADA.pdf](#)

[Attachment - BHV Facility Rental Usage Policy ADA.pdf](#)

R9B Discussion Item - Boats Near Gated Community Update – Councilman Sklar

[Boats Near Gated Community Update - Councilman Buzzy Sklar ADA.pdf](#)

R9C Discussion Item - Sandbar Noise and Boat Patrol Schedule - Councilman Wolf

[Sandbar Noise and Boat Patrol Schedule - Councilman David Wolf ADA.pdf](#)

R9D- PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

[R11A1_Lobbyist Registration Report as of June10_2025.pdf](#)

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report

[Monthly Attorney Report May 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.



Miami-Dade Fire Rescue

ANNUAL SERVICE DELIVERY REPORT

Bal Harbour Village

Calendar Year 2024



Message from your Fire Chief, Raied S. Jadallah



I am pleased to present the annual report summarizing the services Miami-Dade Fire Rescue (MDFR) provided to your residents and surrounding area in calendar year 2024. MDFR's overall complement of fire-rescue response vehicles and personnel provide a service level unrivaled in the Southeast United States for the benefit and protection of your community.

The residents and visitors of your municipality can rely on fire-rescue services delivered by a Class 1/1X Department. For the first time in its 90-year history, MDFR achieved this coveted status, the highest rating possible from the Insurance Services Office, Inc. (ISO) Public Protection Classification (PPC®) program. This classification places MDFR in the top 1% of fire agencies in the country; an elite group of less than 500 of over 38,000 fire departments in the nation that have achieved a Class 1 rating.

MDFR joins only eight other metropolitan fire departments in the country to achieve a Class 1 rating and is the first department in the country with a response territory of greater than 1,000 square miles and a population over one million to obtain a Class 1 rating.

The Department is accredited by the Commission on Fire Accreditation International (CFAI) and remains the largest accredited fire-rescue department in the Southeast United States and second largest in the Nation; currently one of only 312 agencies. Moreover, MDFR is one of only 123 fire-rescue agencies to be rated a Class 1 by CFAI. These achievements affirm that MDFR is committed to institutionalizing a process of continuous improvement while employing the most current state-of-the-art practices in emergency response and community risk reduction.

I welcome the opportunity to present the Department's annual service delivery report. Please contact Erika Benitez, Chief of Staff, at 786-331-5112 to schedule the annual presentation or if you require additional information. I am always available to address any questions or concerns that you or your residents may have regarding our services.

Respectfully,

A handwritten signature in blue ink, appearing to read "Raied S. Jadallah".

Raied S. Jadallah
Fire Chief



Miami-Dade Fire Rescue Overview



Miami-Dade Fire Rescue (MDFR) originated as a single-unit fire patrol in 1935. It has since grown into the largest fire-rescue department in the Southeast United States and one of the top ten largest in the nation. MDFR serves a response territory of 1,904 square miles and a resident population of more than 1.9 million, responding to more than 296,000 calls for assistance annually. More than 3,000 employees staff 164 units in service throughout 72 fire-rescue stations and several administrative facilities serving residents, businesses, and visitors 24 hours a day, 7 days a week, 365 days a year.

MDFR's uniform personnel are cross-trained in fire suppression and emergency medical care, capable of providing pre-hospital care to trauma patients, heart-attack patients, and stroke victims. As a full-service emergency response agency, MDFR also has various specialized response capabilities including air rescue transport, maritime fire-rescue, aircraft rescue firefighting, dive rescue, ocean rescue, technical rescue, hazardous materials mitigation, and urban search and rescue, as well as maintains the Florida Antivenin Bank. MDFR also conducts new construction and annual building inspections, provides code enforcement services, and offers life and fire safety education to the community.

MDFR is considered one of the premier fire-rescue departments in the country and is recognized around the world for its exemplary service. In 2024, MDFR achieved a Class 1 Public Protection Classification (PPC®) rating, the highest rating possible from the Insurance Services Office, Inc. (ISO). MDFR is the first department in the country with a response territory of greater than 1,000 square miles and a population of over one million to obtain an ISO Class 1 rating. Moreover, the Department is one of only 123 fire-rescue agencies to be rated a Class 1 and accredited by the Commission on Fire Accreditation International (CFAI). These achievements affirm that MDFR is committed to institutionalizing a process of continuous improvement, while employing the most current state-of-the-art practices in emergency response and community risk reduction.



Through the efforts of MDFR, Miami-Dade residents also have the highest survival rates in the nation after suffering a blocked coronary artery. Over 15 years ago, MDFR established the Miami-Dade STEMI (ST-Elevation Myocardial Infarction) Network. STEMI typically refers to a blocked coronary artery and is the leading cause of death in the United States. Hospitals within the network are required to restore blood flow to a patient's blocked artery within 90 minutes from the initial patient contact. This timely intervention significantly reduces a patient's chances for permanent damage or death and increases the likelihood for survival. The STEMI network has reduced the time it takes to restore blood flow to a patient from approximately two hours and 15 minutes to 60 minutes. The Department is also part of the Countywide Stroke Network, a coalition consisting of MDFR and five municipal fire-rescue departments and area hospitals within Miami-Dade County. This network is one of the largest for the treatment and transport of stroke victims in the nation.

To further improve patient outcomes, MDFR launched the Health Emergency Life Protection (HELP) Program in 2023. The hands-on training equips participants with the essential knowledge to identify common life-threatening emergencies and offer assistance until more advanced medical help arrives. Participants learn adult and pediatric hands-only CPR, AED operation, early stroke recognition, stop the bleed methods, and blocked airway emergency assistance for adults, children, and infants. The program has been recognized by the Florida Department of Health and the Florida Stroke Registry, who presented MDFR's team with the Outstanding Emergency Medical Services (EMS) Initiative Award in August 2024. Since the program's inception, more than 5,500 residents have received the HELP training.



Miami-Dade Fire Rescue

CY 2024 Highlights

During CY 2024, MDRF's 166 frontline rescue and fire suppression units were dispatched over 440,000 times to more than 296,000 emergencies. Of these, approximately 232,000 were medical emergencies, with MDRF transporting more than 91,000 residents and visitors to South Florida hospitals. MDRF personnel responded to more than 30,000 fire-related incidents and 33,000 other emergencies.

MDRF continuously pursues excellence within the fire-rescue industry. Following rigorous training and preparation, MDRF achieved the coveted ISO Class 1 status in July 2024. This classification places MDRF in the top one percent of fire agencies in the country; an elite group of less than 500 of over 38,000 fire departments in the nation to be a Class 1 fire-rescue department. MDRF undergoes the ISO evaluation every five years, and reaching this milestone showcases MDRF's commitment to improvement throughout all facets of its organization.

MDRF improves upon its response capabilities and coverage each year by adding new stations and units to meet increasing demand through the Fire District. On May 17, 2024, MDRF opened Dolphin Fire-Rescue Station 68, its 72nd station, located at 11091 NW 17 Street. Station 68 houses Engine 68 and stands out as the most environmentally friendly fire station built in the District. It runs on solar power and is equipped with energy-efficient LED lighting, significantly reducing its environmental impact. The new station enhances MDRF's capabilities to provide emergency response services to the City of Sweetwater, the City of Doral and surrounding areas.

MDRF also placed three (3) new units into service during CY 2024. On April 29, 2024, Engine 69 was placed in service at Doral North Fire-Rescue Station 69, located at 1151 NW 74 Street, expanding fire suppression coverage for the City of Doral and surrounding areas. On June 10, 2024, Rescue 63 was placed in service at Highland Oaks Fire-Rescue Station 63, located at 1655 NE 255 Street. Rescue 63 increases MDRF's emergency medical response in the northeast corner of the Fire District, including the Cities of Miami Gardens and Aventura, as well as unincorporated Miami-Dade County. On July 22, 2024, MDRF placed Tanker 71 in service, to provide additional fire suppression and increased water resources in the southernmost part of the County. Tanker 71 is temporarily housed at Cutler Ridge Fire-Rescue Station 34, located at 10850 SW 211 Street until planned Florida City Fire-Rescue Station 71 is constructed.



From June 10-15, 2024, the County faced significant impacts from heavy rainfall and flooding, requiring MDRF to mobilize flood response assessments, including specialized high-water vehicles, to ensure uninterrupted service and assist individuals impacted by flooding in their homes or neighborhoods. These vehicles are especially equipped to navigate flooded areas, ensuring that rescue operations can be conducted safely and effectively. During the event, MDRF responded to more than 330 flood-related incidents.



In preparation for Hurricane Debby in early August 2024, 45 members of MDRF's Urban Search and Rescue (US&R) Florida Task Force One (FL-TF1) were deployed to Florida's Big Bend region. This specialized group is equipped with swift/floodwater rescue capabilities to conduct search and rescue operations in flooded areas. FL-TF1's mission is to respond to natural and man-made disasters by providing search and rescue efforts, medical support, communications, damage assessments, and coordination of relief supply distribution.

FL-TF1 was also deployed to Hurricane Helene at the end of September and Hurricane Milton in early October. For Hurricane Helene, the Task Force traveled to Dixie and Taylor counties. They assisted other local and state agencies by allocating resources to ensure all affected areas are searched, especially the more remote and rural areas impacted where they cleared debris, assessed damage, and checked on the well-being of affected residents. In response to Hurricane Milton, FL-TF1 deployed to the Tampa Area, along with their K9 teams. The team was operating across the hardest-hit communities impacted by the disaster, such as Treasure Island, Gulfport and St. Petersburg. A key part of daily missions included deploying teams of firefighter/paramedics, physicians, structural engineers, rescue specialists, and four search canines. The team focused on recovery efforts, checking on residents' wellbeing, conducting search and rescue operations and assessing storm damage.



In May 2024, MDFR was thrilled to be a part of the Formula One Miami Grand Prix action, as well as the July 2024 Copa America Finals hosted in Miami-Dade County. MDFR's presence at these large-scale events helps ensure the safety of all attendees.



In November 2024, MDFR's Blackheart Extrication and Trauma teams were crowned the 2024 World Rescue Challenge Champions at the World Rescue Challenge in Azores, Portugal. This is a remarkable historic achievement, as it is the first time in the event's 25-year history that a team has secured both titles as best overall extrication team and best overall trauma team.



Preparing the Next Generation of MDFR Firefighters

MDFR continues to recruit and develop new firefighters to keep pace with our ever-growing community. During CY 2024, three recruit classes graduated, totaling 97 new firefighters. MDFR held graduation ceremonies for each class at the department's Training Facility in Doral. An additional 46 graduated in February 2025.

In April 2024, 29 recruits were officially inducted into the MDFR Cadet Program. At their Induction Ceremony, Cadets were presented with certificates for completing the program and successfully obtaining their American Heart Association CPR and Emergency Medical Responder certifications. The Cadets were commended for their dedication to the program, with special recognition given to graduating seniors for their unwavering commitment. Attendees of the ceremony were also treated to live demonstrations showcasing some of the skills cadets have learned while being in the program. The MDFR Cadet Program brings together young adults aspiring for a future in the fire service or a medical-related field to use their skills at organizational functions, community events, and to further their training in the fire service.



MDFR Resources in Bal Harbour Village

Bal Harbour Village, located in the northeastern part of Miami-Dade County, spans an area of 0.6 square miles and is bordered by the Atlantic Ocean to the east, the Town of Surfside to the south, the Town Bay Harbor Islands to the west, and Haulover Beach to the north. The Village incorporated in 1946 and has been part of the Miami-Dade Fire Rescue Service District since 1971 when its Fire Department merged with MDFR. Based on 2023 U.S. Census data, the Village has a residential population of 3,093, with over 1,339 households.

As depicted in the map [here](#) and corresponding **Table I**, MDFR's resources in Bal Harbour Village and surrounding areas include:



8 Fire-Rescue Stations



7 Rescue/Transport Units



7 Suppression Units



2 Battalion Chiefs



1 Specialty Unit



55 Firefighters daily, 37 of whom are Paramedics

These assets allow MDFR to readily assemble the effective response force to meet and exceed the National Fire Protection Association (NFPA) recommended guidelines for responding to fire incidents in both high and medium occupancies.

Table I
MDFR Stations Within 5 Miles of Bal Harbour Village

| Station | Miles to Village | Apparatus | Staffing |
|---|------------------|-----------------------|-----------|
| Station 21 - Haulover 10500 Collins Avenue | 0.16 | 100' BLS Platform - 1 | 4 FF/EMT |
| | | Battalion Chief - 1 | 1 FF/PARA |
| | | Rescue - 1 | 3 FF/PARA |
| | | 50' Fire Boat - 1 | 4 FF/PARA |
| Station 76 - Bay Harbor 1165 95 Street | 0.28 | ALS Engine - 1 | 2FF/PARA |
| | | Rescue - 1 | 3 FF/EMT |
| Station 22 - Interama 15655 Biscayne Boulevard | 2.04 | 107' BLS Ladder - 1 | 4 FF/EMT |
| Station 20 - North Miami East 13000 NE 16 Avenue | 2.24 | ALS Engine - 1 | 2 FF/PARA |
| | | Rescue - 1 | 3 FF/EMT |
| | | Battalion Chief - 1 | 1 FF/PARA |
| Station 78 - Eastern Shores 16435 NE 35 Avenue | 2.30 | Rescue - 1 | 3 FF/PARA |
| Station 10 - Sunny Isles 175 - 172 Street | 2.47 | ALS Engine - 1 | 2 FF/PARA |
| | | Rescue - 1 | 3 FF/EMT |
| Station 27 - North Bay Village 1275 NE 79 Street | 3.53 | ALS Engine - 1 | 2 FF/PARA |
| | | Rescue - 1 | 3 FF/EMT |
| Temporary Station 18 - Biscayne Gardens 13810 NE 5 Avenue | 3.81 | 107' ALS Ladder - 1 | 2 FF/PARA |
| | | Rescue - 1 | 3 FF/EMT |
| Planned Station 18 - Biscayne Gardens 13853 Memorial Hwy | 5.01 | 107' ALS Ladder - 1 | 2 FF/PARA |
| | | Rescue - 1 | 3 FF/EMT |

Notes:

1-For Structure Fires - Based on MDFR's current dispatch protocol for high-hazard structure fires, the department would dispatch 45 firefighters, including five (5) suppression units, three (3) aeriels (platform, ladder or aerial), three (3) rescues, three (3) Battalion Chiefs, and one (1) EMS Captain, surpassing NFPA's recommended response. If MDFR determines that it is a working fire, the department would dispatch an additional Battalion Chief, Safety Officer, Air Truck, Command Van and Fire Investigator. The department also exceeds NFPA's recommended dispatch to a structure fire at a medium-hazard occupancy, to which MDFR would dispatch three (3) suppression units, two (2) aeriels (platform, ladder or aerial), two (2) rescues, and two (2) Battalion Chiefs, totaling 28 firefighters. MDFR would dispatch additional support as noted to a working fire.

2-For Medical Emergencies - NFPA Standard 1710 sets guidelines for service response to Emergency Medical Services (EMS) and fire calls. ALS units should, 90 percent of the time, arrive at an incident within eight (8) minutes from the time an EMS call is received. MDFR has 65 frontline rescue units, each staffed by three (3) State of Florida certified paramedics. MDFR offers patient transportation options. Patients with life-threatening emergencies will be transported to the closest appropriate medical facility within Miami-Dade or Broward County. MDFR will transport patients without life-threatening emergencies to the medical facility of their choice. MDFR also has Emergency Medical Services Captains who act as patient advocates in ensuring the timely transfer of patients to Miami-Dade and Broward County medical facilities.



MDFR Response to Bal Harbour Village

During CY 2024, MDFR responded to **767** emergency incidents in Bal Harbour Village:

300 Life-Threatening Incidents



167 Non-Life Threatening Incidents



193 Structure and Other Fire Incidents



107 Other Emergencies



Average Response Time to Life-Threatening Incidents - **7:26 minutes**

Average Response Time to Structure Fire Incidents - **5:54 minutes**

Table II
MDFR Stations/Units Responding into
Bal Harbour Village

| Responses Provided by Station: | CY 2024 | |
|--------------------------------|-----------|------|
| | Incidents | % |
| Station 21 - Haulover | 383 | 50% |
| Station 76 - Bay Harbor | 272 | 35% |
| Other Stations | 112 | 15% |
| Total | 767 | 100% |

Bal Harbour Village is primarily served by MDFR Haulover Fire-Rescue Station 21 and Bay Harbor Fire-Rescue Station 76, which collectively responded to 85% of the incidents in the Village during 2024 as depicted in Table II.



MDFR responded to **14** structure fire incidents in CY 2024.



66 units responded to mitigate structure fire incidents.



200 firefighters were called upon to combat the fires.

For example, on June 21, 2024, **7** MDFR units, including **1** Engine, **1** Platform, **3** Rescues, and **2** Battalion Chiefs, totaling **19** Firefighters, responded to a reported fire at 9801 Collins Avenue.

Similarly, on October 13, 2024, **15** MDFR units, including **5** Engines, **2** Ladders, **1** Platform, **3** Rescues, **3** Battalion Chiefs, and **1** EMS Captain, totaling **45** Firefighters, responded to a reported fire at 9703 Collins Avenue.

Notes:

- 1-All response times reported are in minutes and seconds; from the time MDFR receives the call to first unit arrival.
- 2-For Structure Fires - MDFR excludes False Alarms from response time calculations.



Fire and Life Safety Education in Bal Harbour Village

MDFR personnel are individually committed and collectively exemplify our mission: **Always Ready, Proud to Serve**. Fulfilling our mission goes beyond the life-saving services delivered every day – it also includes providing essential fire prevention and life safety education to the community.

Based on structure and unit information provided by the Miami-Dade County Property Appraiser, the Bal Harbour Village has:



177 single-family and duplex units



3,268 multi-family and condo units



418 commercial, industrial and other structures - the majority of these would require a high-hazard structure fire response

MDFR provides fire prevention services aimed at reducing injury, death, and property loss attributed to fire and other life safety issues. This is achieved by proactive enforcement of the Florida Fire Prevention Code. Responsibilities include fire inspections, building plans review, systems engineering review, fire investigations, and code enforcement.

Fire and life safety education is offered by dedicated personnel and first responders within their respective service territories. Community education includes the Health Emergency and Life Protection (HELP) Program, station open houses, truck demonstrations, and presentations to senior citizens and children, as well as local businesses, schools and non-profit organizations, with the goal of preventing medical and fire emergencies from occurring in the first place.

In Bal Harbour Village, during CY 2024, MDFR:



Participated in **6** community events, providing **650** residents with life-saving education.



Conducted **8** HELP Courses.



Performed **134** fire and life safety inspections.



MDFR Customer Feedback

MDFR's commitment to provide the highest quality service fosters an atmosphere of service excellence and constant improvement. Employees routinely "go the extra mile" for our patients. To this end, MDFR has been measuring the quality and effectiveness of our EMS service for the past 15 years. The survey is sent to 20% of MDFR EMS patients monthly, allowing respondents to rate the quality of their experience between one (1) and five (5), with one being strongly dissatisfied and five being strongly satisfied. Unlike other survey instruments, MDFR does not take a "snapshot" of service at any one time, but rather follows-up a month after service is provided, giving the department a continuous vision of the community's opinion of its services. The survey also provides the respondent a section for comments.

During FY 2023-24 (October 2023 through September 2024) 5% of residents surveyed (1,536 respondents) countywide returned completed surveys yielding an overall score of **4.91**. Respondents rated MDFR's services as follows for each question:

Q1: MDFR responded to your needs in a timely manner:

4.90

Q2: MDFR explained your treatment options to you:

4.87

Q3: MDFR treated you in a professional manner:

4.95

Q4: MDFR met your expectations when you requested assistance:

4.93

During the same time period, **5 Bal Harbour** residents returned completed surveys, rating MDFR an overall average **4.95**, a **99%** satisfaction rate:

Q1: MDFR responded to your needs in a timely manner:

5.0

Q2: MDFR explained your treatment options to you:

4.80

Q3: MDFR treated you in a professional manner:

5.0

Q4: MDFR met your expectations when you requested assistance:

5.0

The team was excellent that picked my dad up.
- Bal Harbour Village Resident

They are the best!
- Bal Harbour Village Resident



[Individual comments for each survey can be accessed by clicking here.](#) Names and addresses from residents have been redacted in accordance with Florida Statutes Chapter 119.



MDFR Personnel Recognition

MDFR's unwavering dedication to excellence is further demonstrated by various individual and team accomplishments from all areas of the Department.



In 2024, MDFR Fire Chief Raied "Ray" Jadallah was awarded the prestigious 2024 Career Fire Chief of the Year Award by the Florida Fire Chiefs' Association. This award is selected by a body of Florida Chief peers and is the highest honor given to active fire chiefs in the Florida Fire Service.

In January 2024, MDFR Captain Eddy Pacheco visited the State of Goias, Brazil, where he was honored with the prestigious Emperor Dom Pedro II medal—the highest recognition a firefighter can receive in Brazil, representing MDFR's ongoing partnership with State of Goias Military Firefighters.



During the Florida Fire Cadets' Winter Games in February 2024, MDFR Cadet Advisor Vanessa Siatkowski, was awarded the Cadet Advisor of the Year Award, recognizing her dedication to mentoring and guiding fire rescue cadets. At the event, MDFR's Cadets competed in six events, earning top three placements in every category.

MDFR Chief Chris Ibarra-Rivera received the Patriotic Employer Award from the Office of the Secretary of Defense and the Employer Support of the Guard and Reserve in February 2024.



In March 2024, MDFR Captain Manuel Garcia was honored with a Life Saving Award at the Davie Fire Rescue Awards & Recognition Ceremony. Captain Garcia was recognized for his heroic actions on March 9, when he provided essential first aid to a man who had gone into cardiac arrest in Davie. Aided by a Davie police officer and another off-duty firefighter, the victim regained a pulse by the time paramedics arrived and took him to a local area hospital.

In March 2024, MDFR Procurement Division Manager Marianela Betancourt was sworn in as the President of the Greater Miami Chapter of the National Institute of Governmental Purchasing.



Recognized for his exceptional dedication in providing emergency medical services to the community, MDFR Captain Roger Sandino received the "Arturo Alonso EMS Excellence Award" from HCA Florida Kendall Hospital in April 2024.





In April 2024, MDFR Captain William “Bill” Gustin, a 50+ year veteran of the fire service, received the 2024 George D. Post Instructor of the Year Award at the FDIC International Conference, which recognizes individuals for extraordinary accomplishments in fire service training.

In May 2024, MDFR Ocean Rescue lifeguards Austin Arrieta, Zachary Cabrera, and Jose Sanchis were given the Meritorious Acts Award at the Annual Awards Banquet by the United States Lifesaving Association and Florida Beach Patrol Chiefs Association. This award recognizes responses that led to saving lives during Ocean Rescue operations in Florida. The team was recognized for rescuing a windsurfer who was lost for three hours during severe weather conditions. During the banquet, Beach Safety Manager Luis Andrade received special recognition for his 30 years of dedicated service, while Beach Safety Manager Matthew Sparling and Lifeguard Julio Diaz were also honored for their 25 years of commitment.



MDFR Health and Safety Division Chief Willie Williams was honored with the First Responder Health Care Hero award at the 2024 Health Care Heroes event organized by the Greater Miami Chamber of Commerce on May 15, 2024.

In June 2024, MDFR Captain Gerard Forrester received the 2024 Fire Investigator of the Year award from the Florida Fire Marshals and Inspectors Association and the Florida Fire and Explosion Investigators Association at the 36th Annual Florida Association of Fire and Life Safety Educators and the 79th Annual Florida Arson Seminar Joint Conference in Lake Buena Vista, FL.



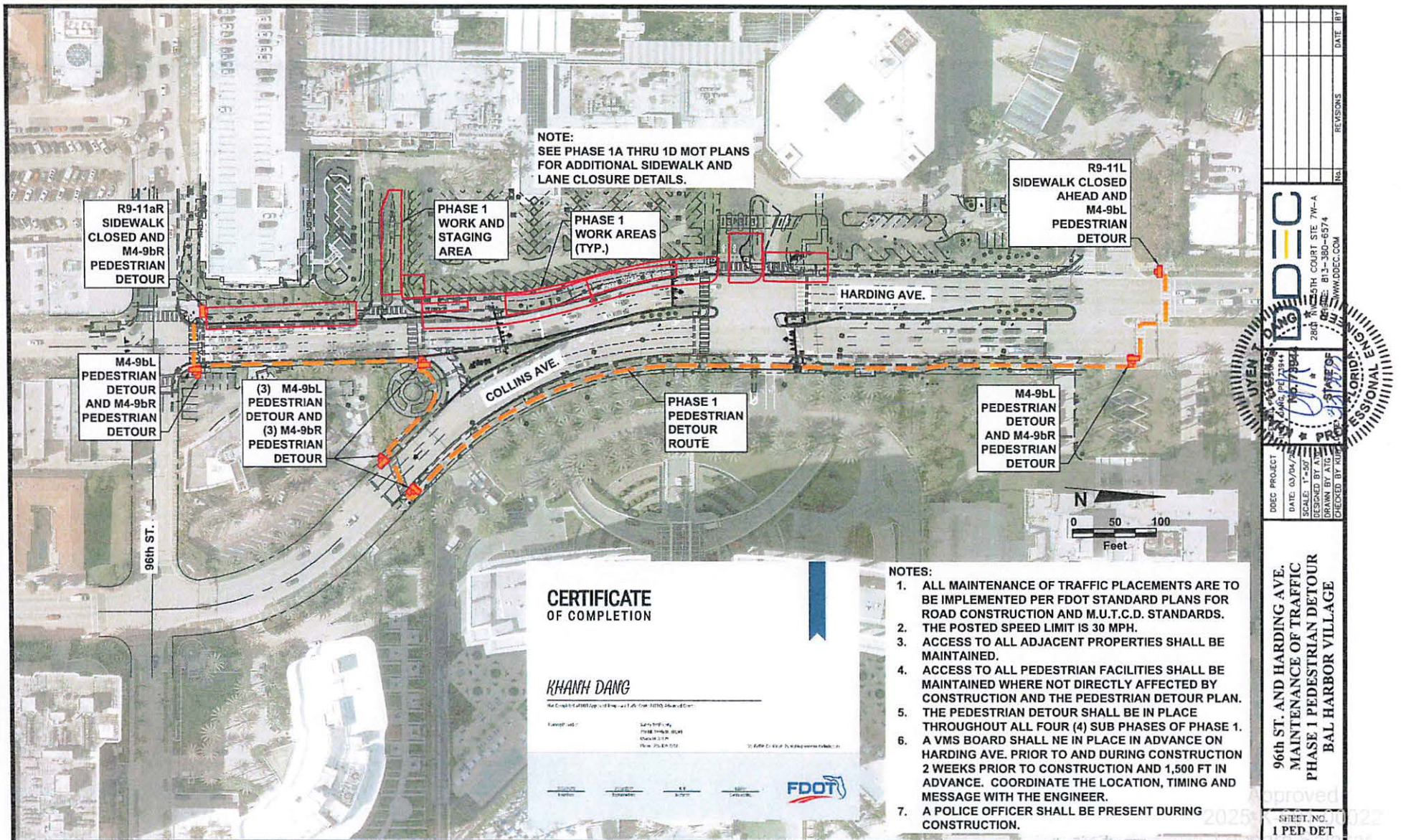
In August 2024, MDFR was recognized by the Aventura Marketing Council/Chamber of Commerce for their dedication to ensuring the safety of the community. Captain Jonathan Fisikelli, Lieutenant Kristian Garcia, and Firefighter Jorge Anzardo were each presented with a “2024 Above and Beyond” award.

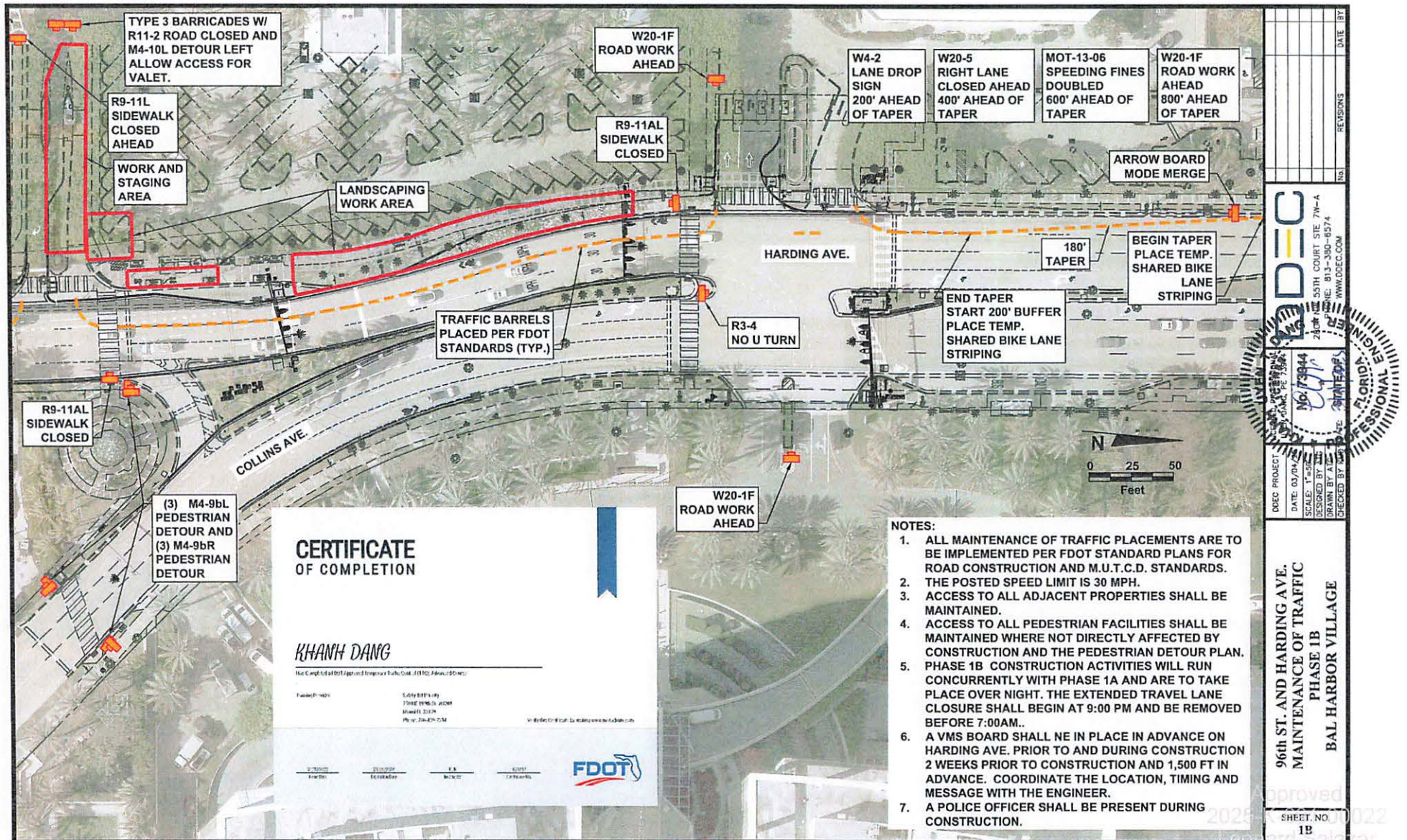
On October 2, 2024, crews from MDFR Ladder 29 and Rescue 48 were presented with a Unit Citation by HCA Florida Kendall Hospital for providing lifesaving care to a patient who was critically injured as a result of a motorcycle accident. Crews quickly treated the motorcyclist on site and transported him to HCA Florida Kendall Hospital's trauma center. During the presentation, the patient and his family expressed their gratitude to MDFR crews and hospital staff members for saving his life.

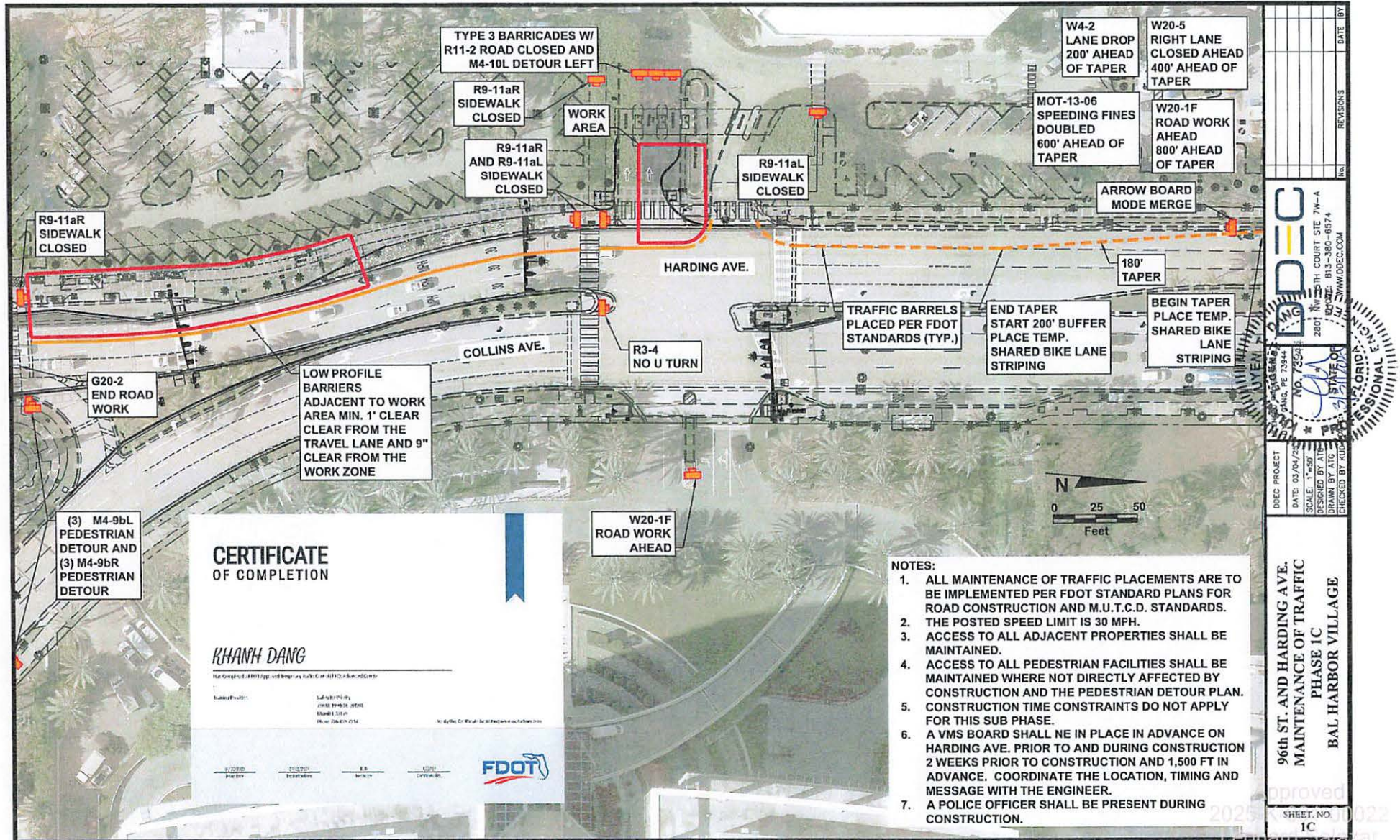


On November 21, 2024, Lt. Juan Reyes was recognized as the City of Homestead Government's 2024 Firefighter of the Year. This award celebrates the commitment, courage, and exceptional service of MDFR firefighters in the community. Lt. Reyes' dedication to protecting lives and property exemplifies the essence of firefighting. His countless hours spent training, responding to emergencies, and mentoring fellow firefighters highlight his commitment, which has not gone unnoticed.



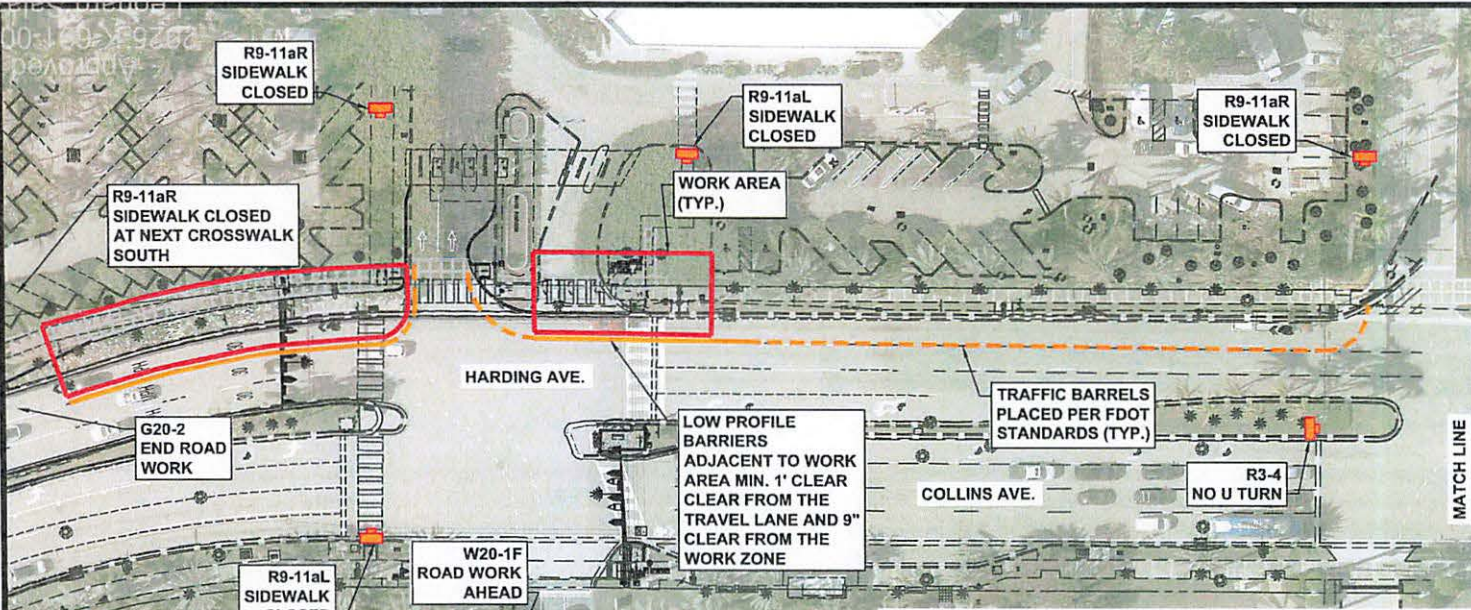






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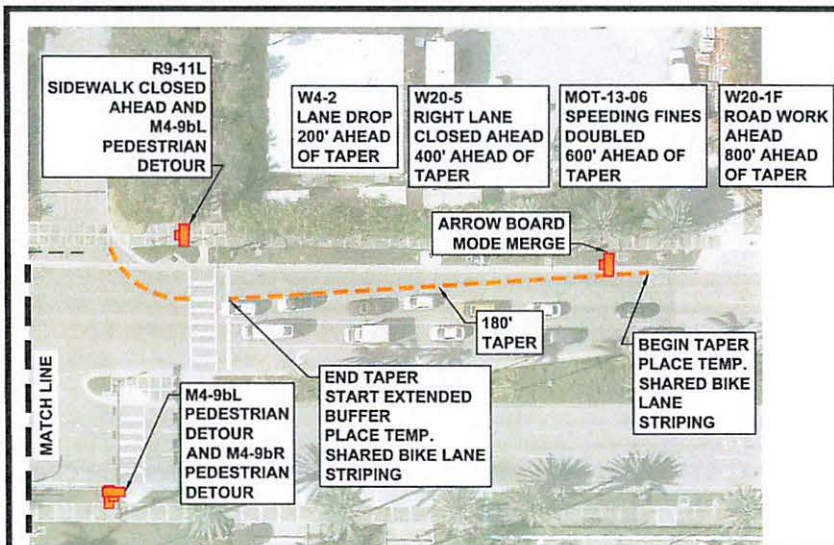
**CERTIFICATE
OF COMPLETION**

KHANH DANG

DESIGNED BY: KHANH DANG
CHECKED BY: [Signature]
DATE: 03/20/2025
SCALE: 1" = 40'
DRAWN BY: [Signature]
CHECKED BY: [Signature]

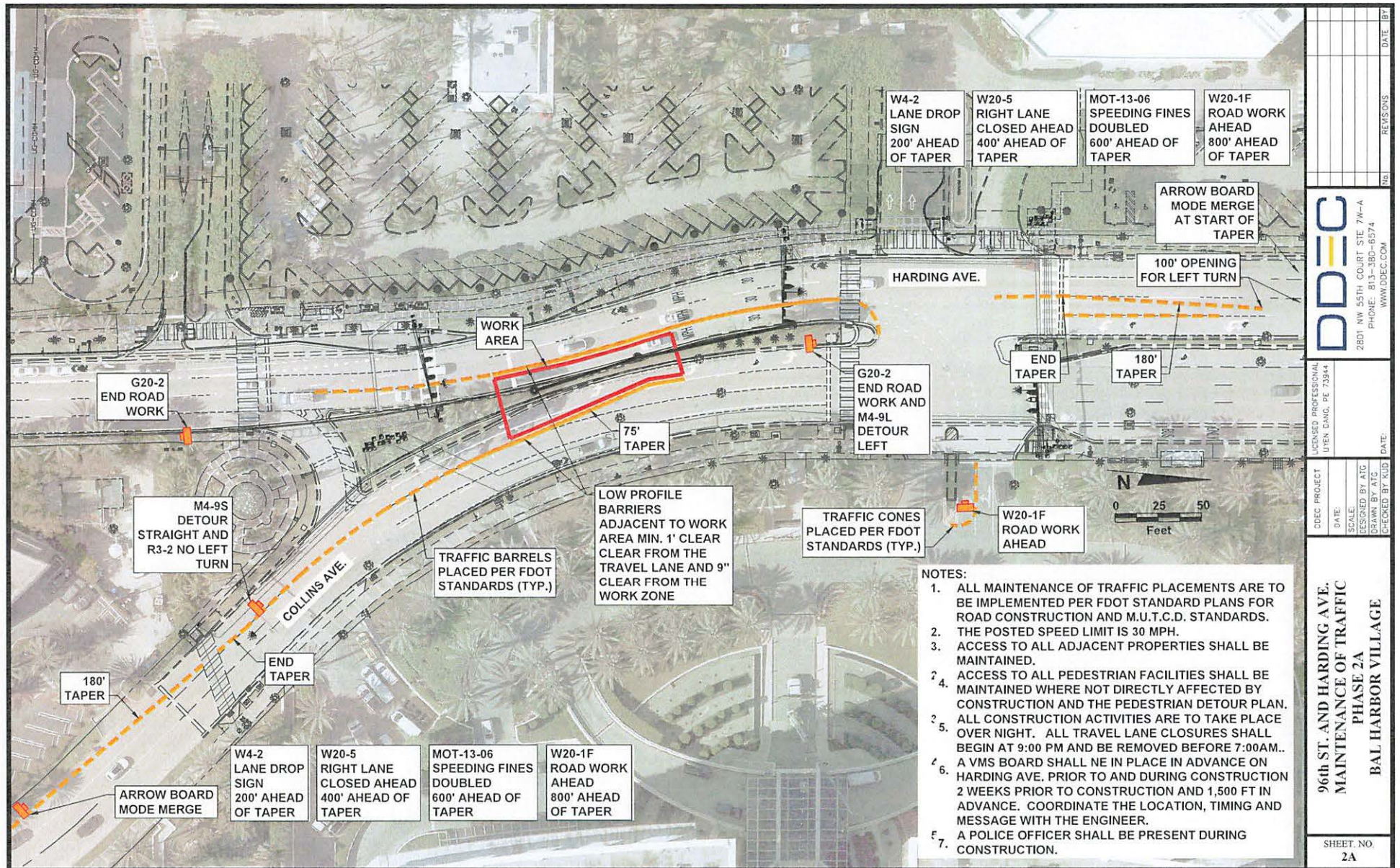
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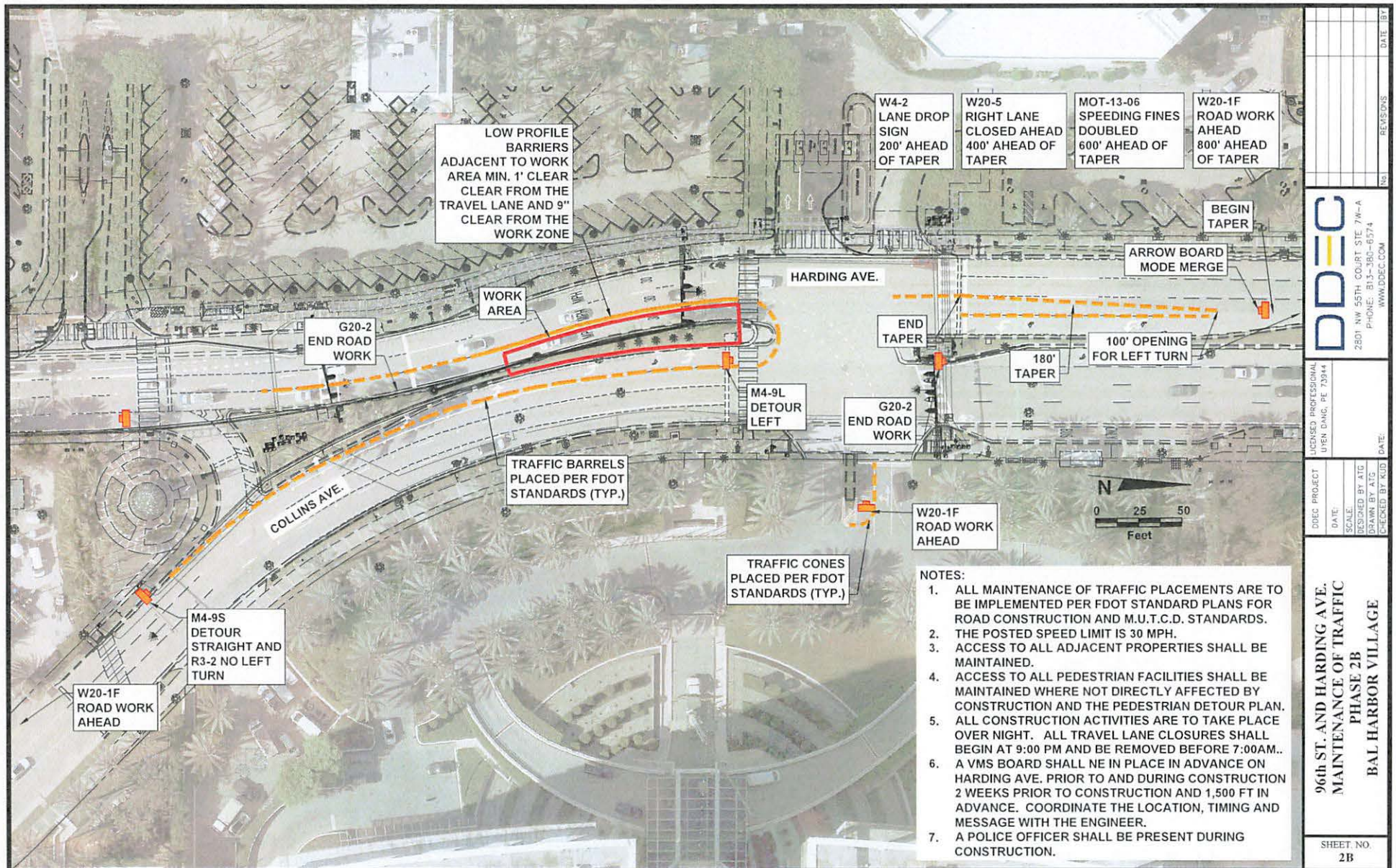
1. ALL MAINTENANCE OF TRAFFIC PLACEMENTS ARE TO BE IMPLEMENTED PER FDOT STANDARD PLANS FOR ROAD CONSTRUCTION AND M.U.T.C.D. STANDARDS.
2. THE POSTED SPEED LIMIT IS 30 MPH.
3. ACCESS TO ALL ADJACENT PROPERTIES SHALL BE MAINTAINED.
4. ACCESS TO ALL PEDESTRIAN FACILITIES SHALL BE MAINTAINED WHERE NOT DIRECTLY AFFECTED BY CONSTRUCTION AND THE PEDESTRIAN DETOUR PLAN.
5. CONSTRUCTION TIME CONSTRAINTS DO NOT APPLY FOR THIS SUB PHASE.
6. A VMS BOARD SHALL BE IN PLACE IN ADVANCE ON HARDING AVE. PRIOR TO AND DURING CONSTRUCTION 2 WEEKS PRIOR TO CONSTRUCTION AND 1,500 FT IN ADVANCE. COORDINATE THE LOCATION, TIMING AND MESSAGE WITH THE ENGINEER.
7. A POLICE OFFICER SHALL BE PRESENT DURING CONSTRUCTION.

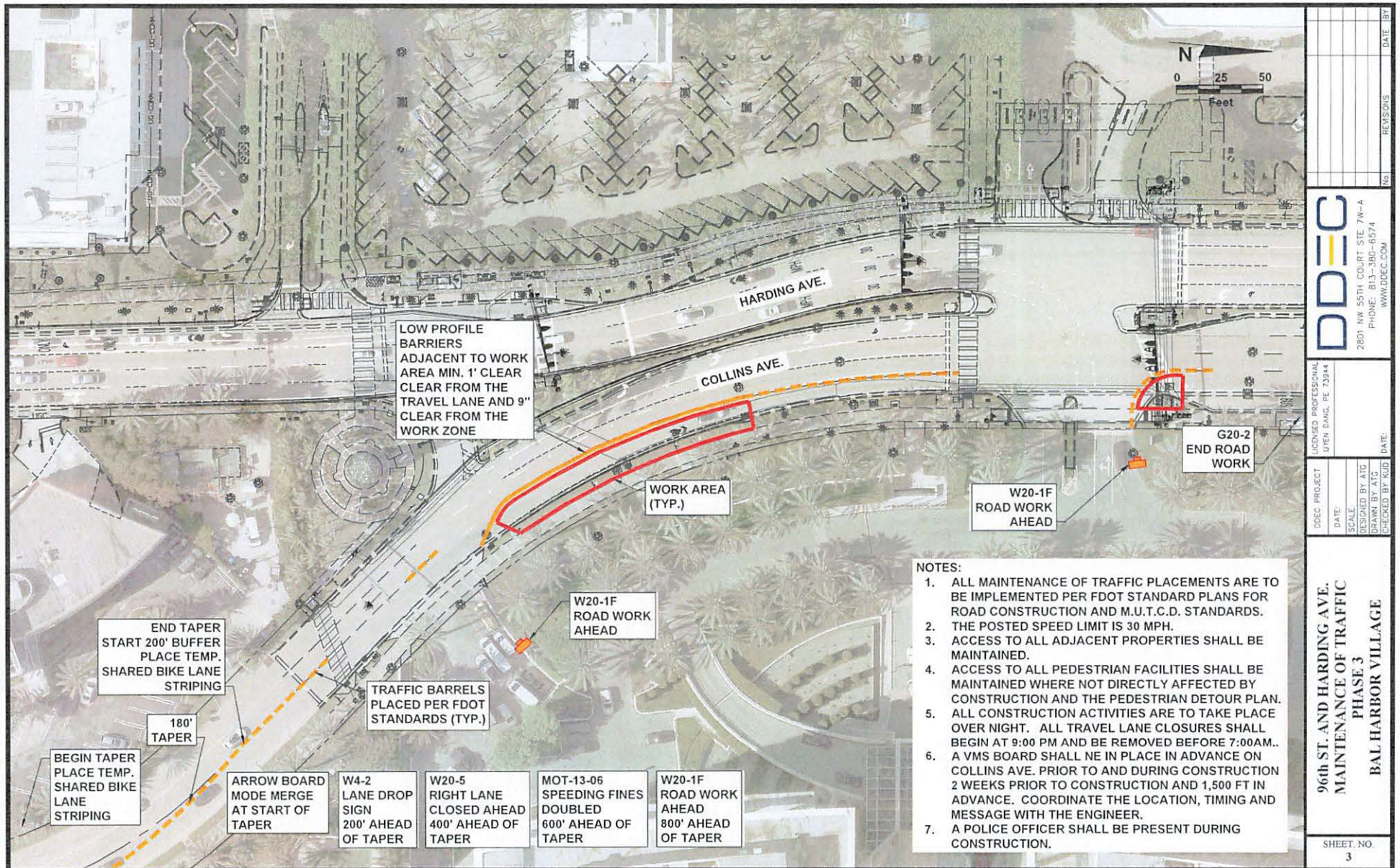


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|---|------------------|-----------------|-----------------------|-------------------------|
| DESIGNED BY: KHANH DANG | DATE: 03/20/2025 | SCALE: 1" = 40' | DRAWN BY: [Signature] | CHECKED BY: [Signature] |
| <p>96th ST. AND HARDING AVE. MAINTENANCE OF TRAFFIC PHASE 1D BAL HARBOR VILLAGE</p> | | | | |
| SHEET NO. 1D | | | | |









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 Minutes

May 19, 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 - Mayor Freimark called the meeting to order at 6:30 P.M.

The following were present:

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

The following were not present:

Councilman Buzzy Sklar

Also present:

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

The Pledge of Allegiance was led by Mayor Freimark.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

PA1 Proclamation Honoring the Life and Legacy of Rabbi Sholom D. Lipskar

This item was considered at 6:35 PM following Agenda Item PA2.

Mayor Freimark read a proclamation honoring Rabbi Sholom Dovber Lipskar and recognizing his four decades of spiritual and civic leadership in Bal Harbour, including his work as founder of The Shul and as Bal Harbour Village Police Chaplain. The proclamation

emphasized the Rabbi's efforts in building a diverse and inclusive community and his broader impact through institutions like the Aleph Institute.

Police Chief Raleigh Flowers followed by presenting an American flag to the Lipskar family, a traditional tribute typically reserved for fallen officers, to acknowledge Rabbi Lipskar's service.

Chani Lipskar then spoke about her husband's unwavering commitment to kindness and humanity, thanking the Council and the Police Department for their support.

PA2 Proclamation Recognizing Jewish Heritage Month

This item was presented 6:32 P.M. at the beginning of the meeting. Mayor Freimark read a proclamation celebrating Jewish American Heritage Month which highlighted the contributions of Jewish Americans to American society and values, the alliance between the United States and Israel, and the recent rise in antisemitism following the October 2023 terrorist attacks in Israel. He praised Bal Harbour's leadership in combating hate, noting the Village's ordinance defining anti-Semitism and its investment in Israeli bonds.

PA3 Proclamation in Recognition of National Police Week

This item was presented after Agenda Item PA1. Mayor Freimark read a proclamation recognizing May 15 as Peace Officers Memorial Day and the week of May 11 through May 17 as National Police Week, which highlighted the courage and service of law enforcement personnel. Chief Flowers responded with appreciation for the community and Council's support, emphasizing the close-knit relationship between residents and police.

PA4 Certificate of Recognition for the 2025 Bal Harbour Officer of the Year

Chief Flowers presented a Certificate of Recognition to Officer Shevin Castro honoring him as the 2024 Officer of the Year. Chief Flowers described his enforcement work on Collins Avenue, his community outreach, and leadership in organizing a large-scale memorial bicycle ride during Police Week. He highlighted Officer Castro's volunteerism, including hurricane recovery efforts and active participation in the Police Legacy Foundation. Officer Castro gave heartfelt thanks, emphasizing his dedication to traffic safety and community engagement.

PA5 Certificate of Recognition for the 2025 Bal Harbour Civilian of the Year

Chief Flowers then recognized Code Officers Alex Sanchez and Staci Ostrovsky as Civilian Employees of the Year. He praised Mr. Sanchez for his strong work ethic, technical knowledge, and contributions to pollution control procedures. Mr. Sanchez expressed gratitude to the department, especially Lieutenant Oscar Amago, and acknowledged his wife's support. Ms. Ostrovsky, who could not attend, was commended for her workload management, expertise in code enforcement, and mentorship of Officer Sanchez. Chief Flowers also highlighted her teamwork and involvement in large infrastructure projects.

PA6 Proclamation in Recognition of Public Works Week

Mayor Freimark then presented a proclamation for National Public Works Week, highlighting the Department's role in maintaining infrastructure, promoting sustainability, and improving quality of life in the Village. Julio Magrisso, the new Director of Public Works and Beautification, accepted the proclamation on behalf of his Department and spoke of the importance of recognizing the often-unseen efforts of Public Works staff.

PA7 Certificate of Recognition for John Oldenburg

Mayor Freimark then read a Certificate of Recognition for John Oldenburg who had announced his retirement as the Director of Public Works and Beautification. Mr. Gonzalez described Mr. Oldenburg's 11-year tenure marked by major infrastructure and resiliency projects, including \$30 million in improvements and multiple beach renourishment efforts. He noted Mr. Oldenburg's contributions to beautification and environmental sustainability. Mr. Oldenburg thanked the Mayor and Council saying that his original goal was to make a positive impact. He said that he would not be retiring entirely but would be moving on to new endeavors and spending more time with his grandchildren.

PA8 Proclamation in Recognition of Water Safety Month

Mayor Freimark then read a proclamation recognizing Water Safety Month which emphasized the importance of water safety in coastal communities. He recognized the leadership of Councilman Alejandro Levy for initiating the discussion with the Village Council.

Sylvia Flores, Director of Recreation, Arts, and Culture, outlined current and planned initiatives—including social media outreach, a May 25th pop-up beach safety event with Miami-Dade Fire Ocean Rescue, regional water safety workshops with Surfside and Bay Harbor Islands featuring CPR and beach safety education, and a quarterly blood drive partnership with OneBlood beginning June 3rd.

PA9 Presentation on Hurricane Season Preparedness and Readiness

Mr. Gonzalez introduced the item recognizing importance of hurricane readiness, both at the government and individual levels. Police Lieutenant Carlos Arango provided a presentation explaining that the 2025 Atlantic hurricane season would begin June 1 and runs through November 30. He provided an overview of hurricane categories, noting that even well-constructed homes are vulnerable to damage from Category 3 storms and higher. He said that the forecast from Colorado State University anticipates 17 named storms, nine hurricanes, and four major hurricanes, with a 65% chance Florida will be hit directly by a hurricane.

Lt. Arango outlined the village's critical incident operations plan, emphasizing communication with the National Weather Service, coordination across departments, and preparations for a potential 72-hour period during which FEMA assistance would be

unavailable. He said that the Village's status as a barrier island increases the risk of isolation if bridges fail, and that residents were urged to prepare in advance, including securing prescriptions and being ready to shelter or evacuate.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Approval of Minutes

C7 - RESOLUTIONS

C7A 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.

C7B 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.

C7C 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.

MOTION: A Motion to approve the Consent Agenda was moved by Vice Mayor Seth E. Salver and seconded by Councilman David Wolf.

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

R5 - ORDINANCES - There were not ordinances presented.

R7 - RESOLUTIONS

- R7A** 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.

Mr. Gonzalez introduced the item saying that it would provide for a temporary easement agreement with the Florida Inland Navigation District to allow access for a beach nourishment project at the eastern end of 96th Street and would allow the District to stage and operate equipment. He said that the project was part of the broader beach nourishment project being undertaken by the Army Corps of Engineers, with the Florida Inland Navigation District contributing additional sand to the beach.

There were no comments from the public.

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

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

- R7B** 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.

Mr. Gonzalez introduced the item. Mr. Oldenburg explained that the pumps are critical for operation of two sewer stations and that ordering them in advance prevents service disruption due to long lead times. He said that pumps run continuously and are critical for sewer system operations and are replaced every five to seven years. He said his goal was to maintain spare pumps at all times, which would help prevent emergency situations, ensure continuous functionality, and mitigate the risk of a pump failure.

There were no comments from the public.

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

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

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH KOMPAN, INC. FOR THE PURCHASE AND INSTALLATION OF A SWING SET AND SAFETY SURFACING AT BAL HARBOUR WATERFRONT PARK; PROVIDING FOR AN ALLOCATION OF FUNDS NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item. Ms. Flores provided a background saying that while the current Park design did not include swings, feedback from residents prompted a search for a viable location. She said that the proposed site, on the eastern edge of the green space, was described as suboptimal, with limited shade and encroachment on usable open space. Mr. Gonzalez recommended that the Council wait until the current Village Hall is demolished and upon which park space can be reclaimed in future phases.

Councilman Wolf said that he opposed the resolution due to high costs and poor location. Councilman Levy said that we was supportive given high resident demand, despite the shortcomings.

Neca Logan, 64 Camden Drive, asked about the timeline for completing Village Hall and possibly reallocating space for the swings, to which Mr. Gonzalez responded that it would likely take five to six years before the next phase of park improvements could occur, given the expected timeline for construction and community input.

Eitan Zimerman, 121 Bal Cross Drive, shared results of a resident survey, highlighting swings, shaded play areas, and safer slides as top priorities. He said that he and other residents expressed a desire to revisit park amenities based on increased family use.

The Mayor called for a motion; however, none was made, and the item failed for lack of a motion.

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

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

Mayor Freimark provided an update on the Village's upcoming Sister Cities initiative with Hof HaCarmel Regional Council, describing the Resort Tax Committee's strategic planning

effort to establish formal relationships with municipalities aimed at fostering cultural exchange and international cooperation.

He said that the idea was originally introduced two years ago, with the initial connection facilitated by the Israeli Consul General Maor Elbaz-Starinsky, who introduced him to the Mayor of Hof HaCarmel. He said that he had recently traveled to Israel and met personally with Hof HaCarmel's Mayor Asif Izak and Vice Mayor Liat Mizrahi saying that both parties expressed strong enthusiasm about the partnership.

He said that in the following week a small delegation from Bal Harbour will travel to Israel for a formal signing ceremony and they hope to welcome Hof HaCarmel representatives for a reciprocal visit later in the coming year. He said that this will be the first of what may become several international partnerships under the Sister Cities program.

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

Councilman Wolf introduced the item saying that there were concerns about ongoing traffic issues and mitigation efforts, referencing a recent memo summarizing vendor rejections FDOT restrictions.

Mr. Gonzalez explained that several ideas had been pursued since the Council Retreat, including manual traffic signal control, which FDOT denied. He said that the Village is continuing to collaborate with Miami-Dade County and FDOT, and a follow-up meeting was scheduled for May 29.

Chief Flowers added that local enforcement efforts had been expanded, including traffic enforcement, visibility, and pedestrian safety patrols. He also confirmed that synchronization adjustments and monitoring cameras had been implemented at key intersections. Councilman Wolf acknowledged the efforts but cautioned against assuming recent improvements were permanent, attributing some relief to off-season populations.

R9C - PUBLIC COMMENT

The Village Clerk noted that two residents had sent emails prior to the meeting to which Mr. Gonzalez briefly responded. He said that in regard to the swings in the park, both residents agreed that the cost and placement were undesirable. He said that in regard to the Oceana, they would making a contribution to a playground near the Jetty in lieu of providing resident access to their restaurant .

R10 - VILLAGE MANAGER REPORT

Mr. Gonzalez provided an update on the beach renourishment project that began had just begun. He said approximately 230,000 cubic yards of sand will be delivered by truck from

Central Florida and placed along the Village's coastline through September. He noted the efforts to coordinate with residents and manage impacts, especially for those near construction zones. He added that the Village was also planning an revised July 4 celebration due to beach access limitations, with family activities in the Waterfront Park during the day and an evening drone show on the beach.

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report

END OF REGULAR AGENDA

ADJOURNMENT- The meeting was adjourned at 8:15 PM.



Attest:

Mayor Jeffrey P. Freimark

Dwight S. Danie, Village Clerk

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA AMENDING ARTICLE II "LOCAL BUSINESS TAX" OF CHAPTER 9 "BUSINESS REGULATIONS AND BUSINESS TAX" OF THE BAL HARBOUR VILLAGE CODE OF ORDINANCES.

Issue:

Should the Village Council approve the proposed 5% Local Business Tax Rate Increase for FY 2025-26 on Second Reading?

The Bal Harbour Experience:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Beautiful Environment | <input checked="" type="checkbox"/> Safety | <input checked="" 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 |
| <input checked="" type="checkbox"/> Other: <u>State Requirement</u> | | |

Item Summary / Recommendation:

Business Tax Receipt (BTR) fees are based on the type of business being run and gross sales. Businesses will need to pay a minimum fee plus a tax percentage based on the gross receipts for the calendar year. These fees are included in the General Fund revenue to fund operating budget expenditures.

With the exception of FY21, which was deferred due to the anticipated impacts of COVID-19, the BTR has been adjusted every other year since FY 2015. The annual renewal rate was increased by 5% after a historical analysis was conducted to determine BTR rate history. In FY 2015, it was determined that it had been more than 10 years since the BTR rates had been reviewed and changed, causing a significant erosion of real value due to inflation factors. The Council then approved the increase and directed staff to review the rates every other year to ensure we catch up and/or maintain the rates against inflation.


It is recommended that the Council approve the Ordinance authorizing a five-percent (5%) rate adjustment to Local Business Taxes for FY 2025-26. An increase of 5% would generate an increase of approximately \$44,000 of general revenue for FY 2026 for a projected total of \$923,079.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

| | Amount | Account | Account # |
|--|-----------|------------------------------|--------------|
| | \$923,079 | Business Tax Receipt Revenue | 01-00-316000 |

Sign off:

| | | |
|--|-------------------------|---|
| | Chief Financial Officer | Village Manager |
| | Claudia Dixon | Jorge M. Gonzalez |
| | |  |

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: June 17, 2025

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING ARTICLE II "LOCAL BUSINESS TAX" OF CHAPTER 9 "BUSINESS REGULATIONS AND BUSINESS TAX" OF THE BAL HARBOUR VILLAGE CODE OF ORDINANCES; PROVIDING FOR AN INCREASE IN CERTAIN BUSINESS TAXES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Council approve this Ordinance on First Reading authorizing a five-percent (5%) rate adjustment to Local Business Taxes for FY 2025-26 (FY 2026).

BACKGROUND

Pursuant to Chapter 205, Florida Statutes, counties, and municipalities are authorized to levy a local business tax. As part of the levy, each local government establishes categories of professions, occupations, and businesses, and then imposes a tax on each designated category. Under current law, the rate structures and classifications cannot be modified and the rates can only be increased by 5% every other year. Revenues collected remain with local governments as general revenue.

Beginning in FY 2023, Business Tax is expected to be temporarily negatively impacted as a result of the Shops Expansion. The average license fee for FY 2025 was \$4,034. An increase of 5% would result in an increase of the average license fee of approximately \$202.

With the exception of FY21, which was deferred due to the anticipated impacts of COVID-19, the BTR has been adjusted every other year since FY 2015. The annual renewal rate was increased by 5% after a historical analysis was conducted to determine BTR rate history. In FY 2015, it was determined that it had been more than 10 years since the BTR rates had been reviewed and changed, causing a significant erosion of real value due to inflation factors. The Council then approved the increase and directed staff to review the rates every other year to ensure we catch up and/or maintain the rates against inflation.

The BTR rates are eligible for adjustment for FY2026 by Ordinance and an increase of 5% would generate approximately \$44,000 more in general revenue than the current year projected revenue of \$879,400. By choosing not to adjust these rates as provided by Florida Statutes the Village would not keep pace with the Consumer Price Index for the

same time period and would forgo an estimated \$176,000 over four years that could be collected by the Village. Keeping current with BTR rate adjustments ensures that commercial properties carry their fair and proportionate share of the cost of government services.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's mission through The Bal Harbour Experience. The proposed BTR rate increase ensures that commercial properties carry their fair and proportionate share of the cost of government services, which corresponds directly to all goals, as amounts collected remain as general revenue, which supports the general government services.

CONCLUSION

Approval of this Ordinance is recommended to help ensure that BTR rates will keep pace with the Consumer Price Index adjustments and that commercial properties pay their proportionate share for the cost of Village services.

ORDINANCE NO. 2025-____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA;
AMENDING ARTICLE II "LOCAL BUSINESS TAX" OF
CHAPTER 9 "BUSINESS REGULATIONS AND BUSINESS TAX"
OF THE BAL HARBOUR VILLAGE CODE OF ORDINANCES;
PROVIDING FOR AN INCREASE IN CERTAIN BUSINESS
TAXES; PROVIDING FOR SEVERABILITY; PROVIDING FOR
INCLUSION IN THE CODE; AND PROVIDING FOR AN
EFFECTIVE DATE.

WHEREAS, the Village Council desires to increase by 5% the annual rate charged by the Village for the issuance of certain business tax receipts as authorized by applicable law.

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

Section 1. **Recitals.** The above recitals are true and correct and hereby adopted.

Section 2. **Village Code Amended.** That Section 9-40 "Local business tax schedule" of Article II "Local Business Tax" of Chapter 9 "Business regulations and business tax" of the Code of Bal Harbour Village is hereby amended to read as follows:¹

Sec. 9-40. - Local business tax schedule.¹

Local business taxes for the following businesses, occupations, or professions are hereby levied and imposed as follows:

(a) Retail sales and lease-Goods.

(1) Businesses in this category shall include but not be limited to:

Florists;

Flower stands, selling cut or potted flowers or plants;

Food sales, where not in connection with regularly licensed grocery store;

Grocery stores, which, within the meaning of this chapter, shall be construed as any place of business where groceries are sold at retail;

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

Merchants, including any person engaged in the business of selling merchandise of any kind.

(2) Taxes:

- a. Where goods carried do not exceed \$1,000.00 of stock in value
~~\$73.70~~ \$77.38
- b. For each additional \$1,000.00 or fractional part thereof ~~4.35~~ \$4.56

(3) No additional receipt required for storage accessory to selling of merchandise. Merchants possessing a local business tax receipt from the Village under the "Merchants" category for a business premises located within a building (the "Primary Business Premises") may occupy a second location within the same building or shopping mall development, solely for the purpose of providing accessory storage space for the Primary Business Premises, without being required to obtain a second local business tax receipt, so long as the value of any goods maintained in such accessory storage area have been included in calculating the local business tax applicable for the Primary Business Premises. This accessory storage space shall only be used for the storage of merchandise and shall not be used to conduct business. The use by a merchant of a desk, chair, copier, telephone, fax, modem, computer or like furnishings within said accessory storage space shall constitute conducting a business.

(b) Same–Services.

(1) Businesses in this category shall include but not be limited to:

- Automobile renting business; per auto;
- Barbershop;
- Beauty parlor;
- Boat livery, including rental, leasing; per boat;
- Carwash facility;
- Caterer;
- Dry cleaning agency and/or valet shop;

Fruit shipping;

Golf, practice driving nets;

Parking cars, meaning the business of parking motor vehicles for guests
of hotels, apartment houses, clubs and similar places;

Parking lot;

Photographer;

Service station;

Solarium.

(2) Taxes:

a. Generally ~~\$73.70~~ \$77.38

b. For barber shops or beauty parlors with chairs in excess of four, per
chair ~~15.40~~ \$16.17

(c) *Lodging.*

(1) Business in this category shall include but not be limited to:

Apartment houses or other leased or rented buildings (each room that
can be leased or rented not including kitchens and bathrooms); per each
room;

Cabanas; each;

Hotel, motel; per each room that can be leased or rented.

(2) Taxes, per room or per cabana ~~\$2.68~~ \$2.81

(d) *Restaurants.*

(1) Business in this category shall include but not be limited to:

Restaurants, drugstores, soda fountains, or other establishment serving
food, and/or liquor.

(2) Taxes:

a. For the first 35 chairs or seats ~~\$73.70~~ \$77.38

b. For each additional chair or seat over 35 ~~2.00~~ \$2.10

(e) *Late hour bars.*

(1) Business in this category shall include but not be limited to:

Establishments serving intoxicating liquor, either given away or consumed on the premises between the hours of midnight and 7:00 a.m., and shall be subject to the late hour bar business tax as well as the restaurant business tax defined in this section.

(2) Taxes ~~\$670.05~~ \$703.55

(f) Professional.

(1) Business in this category shall include but not be limited to:

Agent, broker, operator dealer, all kinds;

All individuals holding a professional license, engaged in the practice of any profession who offers his services for a consideration;

Professional management;

Stockbroker.

(2) Taxes:

a. Generally ~~\$87.10~~ \$91.45

b. Per Professional ~~26.81~~ \$28.15

(g) Vending machines.

Per machine ~~\$3.68~~ \$3.86

(h) Insurance.

Insurance company. A business tax receipt of ~~\$87.10~~ \$91.45 shall be paid by each insurance company doing business whether an office is maintained or an agent or a representative resides in the Village.

(i) Financial institutions.

(1) Business in this category shall include but not be limited to:

Financial institution, which, within the meaning of this chapter, shall include federal and State chartered banks, federal and State chartered savings and loans, industrial savings banks, trust companies, international banking agencies or representative office, credit unions and other financial businesses which are regulated by State and federal law.

(2) Taxes:

a. Generally ~~\$268.02~~ \$281.42

b. Per branch (if main bank within Village) ~~67.00~~ \$70.35

(j) *Nightclubs*. Which is defined to be a restaurant or dining room with entertainment. In addition to business tax for a restaurant or the sale of liquor.

Tax ~~\$3,350.24~~ \$3,517.75

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

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

Section 5. **Effective Date.** That this Ordinance shall take effect immediately upon the adoption hereof on Second and Final Reading.

PASSED AND ADOPTED on first reading this 17th day of June, 2025.

PASSED AND ADOPTED on second reading this ____ day of _____, 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

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

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

Issue:

Should the Village Council direct the preparation of the Security and Landscape Assessment Roll and approve the initial assessment for FY 2025-26?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

At its most recent meeting, the Bal Harbour Civic Association (BHCA) requested that the Village Council set the assessment for Fiscal Year 2025-2026. It is recommended that the Council approve the request and set the initial Assessment for FY 2025-26, at a proposed rate of \$6,500 for each Single-Family Residential Unit, \$3,250 for each Unimproved Property, and \$26,000 for each Private Recreational Facility, which remains unchanged from the current fiscal year rates.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

| | Amount | Account | Account # |
|--|-------------|------------|--------------|
| | \$1,473,540 | Assessment | 11-29-325200 |

Sign off:

| | | |
|--|-------------------------|---|
| | Chief Financial Officer | Village Manager |
| | 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: June 17, 2025

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

ADMINISTRATIVE RECOMMENDATION

At its most recent meeting, the Bal Harbour Civic Association (BHCA) requested that the Village Council reduce the assessment for Fiscal Year 2025-2026. It is recommended that the Council approve the request, direct the preparation of an initial Security and Landscape Assessment Roll for the FY 2025-26, and approve the Security and Landscape Assessment Rate sufficient to provide services within the gated community throughout the coming fiscal year. The proposed assessment rate as requested by the BHCA for FY 2025-26 would be \$6,500 for each Single-Family Residential Unit, half that number, \$3,250, for each Unimproved Property and \$26,000 for each Private Recreational Facility. The proposed rates remain unchanged from the current fiscal year rates. For 238.63 units, it is estimated that these rates will generate approximately \$1,473,540.

BACKGROUND

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

The Security and Landscape Assessment provides for the maintenance of the security wall surrounding the Assessment Area, the maintenance and operation of the security gate; the provision, whether direct or indirect, of security personnel to operate the security gate; the

provision, whether direct or indirect, of landscaping services (including the care, maintenance, replacement, installation of landscape materials on swales, medians, open space and parks), and paving and repaving of the roads within the Assessment Area. During Fiscal Year 2020-2021, paving costs were added as an eligible expense.

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

ANALYSIS

MEETING WITH COMMUNITY REPRESENTATIVES

The Village met with the gated community representatives to review their budget, the expected expenses and to discuss the appropriate rate for the assessments for FY 2026. The gated community has requested that the assessment rate be set at for FY 2026 at \$6,500.00 for each Single-Family Residential Unit, half that number, \$3,250.00, for each Unimproved Property and \$26,000.00 for each Private Recreational Facility, which remains unchanged from the current fiscal year rates. The requested rates should be sufficient to fully fund the anticipated recurring operations (including a Property Manager program, and a new Construction Compliance and Shuttle Program) and will allow for the consideration of certain capital improvement type expenditures (i.e., street lighting project, reserves for future paving related repair and replacement; and the development of a capital program) for the coming year. Milling and repaving of the north phase was completed in November 2023. Work on the south side 5A Curb & Gutter is complete with the Milling & Paving to be completed June 9, 2025. The remaining south phase Project 6B, specifically Water main work is ongoing as of June 2025, with an expected completion, including curb and gutter / milling and paving in October 2025. Construction of future projects, specifically 5C, 5B and 7 will commence early 2026 with expected completion of December -2028, to include Sanitary Sewer Main replacement, Curb & Gutter replacement as well as Milling and Paving.

The action before Village Council is to approve the assessment rate to provide for services, for the coming fiscal year. The Proposed FY 2025-26 Budget for the Security and Landscape assessment will be presented in conjunction with the items at the first budget hearing in September 2025. The Final Assessment Resolution must be adopted no later than September 18, 2025.

THE BAL HARBOUR EXPERIENCE

Approving the initial assessment rate will ensure the Security and Landscape Assessment will be sufficient to provide services within the gated community throughout the coming fiscal year resulting in both a Beautiful Environment as well to provide enhanced Safety.

CONCLUSION

As requested by the BHCA, adoption of this Resolution is recommended to direct the preparation of an initial Security and Landscape Assessment Roll for FY 2025-26 and approve an initial assessment rate equal to \$6,500 for each Single-Family Residential Unit, \$3,250 for each Unimproved Property, and \$26,000 for each Private Recreational Facility, an amount sufficient to provide for security and landscape program services for the coming fiscal year.

Attachments:

1. Resolution Appendix A - Form of Notice to be Published

RESOLUTION NO. 2025-____

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

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

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

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

Landscape Special Assessments” of Chapter 18 of the Village Code, for the Fiscal Year beginning on October 1, 2022, and

WHEREAS, the Bal Harbour Civic Association, Inc. has requested the assessment rate for FY 2026 be set at \$6,500.00 for each Single-Family Residential Unit, half that number, \$3,250.00, for each Unimproved Property and \$26,000.00 for each Private Recreational Facility; and

WHEREAS, the Village may establish a Maximum Assessment Rate, which is the maximum assessment rate in which the Village may impose without the need for providing mailed notice pursuant to the Uniform Assessment Collection Act (as defined in the Ordinance).

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

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

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

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

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

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

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

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

"Maximum Assessment Rate" means the maximum rates established under Section 5(D) herein for Security and Landscape Program Assessments.

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

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

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

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

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

"Security and Landscape Program Assessment" means an Assessment, as defined in the Master Assessment Ordinance, lawfully imposed by the Village against Assessed Property to fund all or any portion of the cost of the provision of Security and Landscape

services, facilities, or programs (the "Security and Landscape Program") providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property.

"Security and Landscape Program Cost" means the amount necessary to fund the Village's provision of the Security and Landscape Program that are allocable to Assessed Property during a Fiscal Year and shall include, but not be limited to: (A) the cost, whether direct or indirect, of all services, programs or facilities provided by the Village, or through contractual arrangements with the Village relating to the provision of security services, facilities or programs within the Assessed Area; (B) the cost, whether direct or indirect, of all services, programs or facilities provided by the Village or through contractual arrangements with the Village relating to the provision of landscaping services (including the care, maintenance, replacement, and installation of landscape materials on swales, medians, open space and parks) within the Assessed Area; (C) the cost of any indemnity or surety bonds and premiums for insurance; (D) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (E) the cost of computer services, data processing, and communications; (F) the cost of training, travel and per diem; (G) the recovery of unpaid or delinquent fees or charges advanced by the Village and due to the provision of Security and Landscape services, programs or facilities allocable to specific parcels; (H) the cost of engineering, financial, legal or other professional services; (I) all costs associated with the structure, implementation, collection, and enforcement of the Security and Landscape Program Assessments or a prior year's assessment for a comparable service, facility or program, including any service charges of the Tax Collector or Property Appraiser; (J) all other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, programs or facilities funded by the Security and Landscape Program Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Village Council; (K) a reasonable amount for contingency to provide for Security and Landscaping services within the Assessed Area of the Village during hurricanes or other extreme weather events; (L) a reasonable amount for contingency and anticipated delinquencies and uncollectible Security and Landscape Program Assessments; (M) expenditures made in the defense or

support of the Security and Landscape Program and (N) reimbursement to the Village or any other person for any monies advanced for any costs incurred by the Village or such person in connection with any of the foregoing items of Security and Landscape Cost.

“Security and Landscape Program” means the maintenance of the security wall surrounding the Assessment Area, the paving and repaving of the roads serving the Assessment Area, the maintenance and operation of the security gate; the provision, whether direct or indirect, of security personnel to operate the security gate; the provision, whether direct or indirect, of landscaping services (including the care, maintenance, replacement, and installation of landscape materials on swales, medians, open space and parks) within the Assessment Area.

“Improved Property” means all property within the Assessment Area on which a Building or other improvements have been placed or constructed, or for which a building permit for a Principal Building, as defined in Chapter 21 of the Village Code of Ordinances, has been issued and remains valid.

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

General

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

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

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

Special Benefit

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

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

Apportionment

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

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

(H) Apportioning the Security and Landscape Costs for Security and Landscape Services provided to Multifamily Residential Establishments within the Assessment Area on a Dwelling Unit basis as identified in the Tax Roll data base, is required to avoid cost

inefficiency and unnecessary administration, and is a fair and reasonable method of apportioning Security and Landscape Costs. Unimproved Property shall be assessed at 50% of the rate established for Single Family Residential Properties and Private Recreational Facilities shall be assessed at 400% of the rate established for Single Family Residential Properties in order to ensure there is a fair and reasonable apportionment of Security and Landscape Costs. Each Multifamily Residential Establishment shall be assessed at a rate which is the sum of (a) the Single Family Residential Unit rate for the first unit in the Multifamily Residential Establishment and (b) the product of 40% of the Single Family Residential Unit Rate multiplied by the number of remaining units in the Multifamily Residential Establishment. Each Dwelling Unit within a Multifamily Residential Establishment shall be apportioned an equal share of the Multifamily Residential Establishment rate. The Maximum Assessment Rate for any future fiscal year for each Dwelling Unit within a Single Family Residential Unit, for each Unimproved Property, and on each Multifamily Residential Establishment shall not exceed annually (5%) five percent of the prior fiscal year's annual assessment rate; unless notified otherwise.

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

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

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

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

(A) The Security and Landscape Cost to be assessed and apportioned among benefited parcels for the Fiscal Year beginning October 1, 2025, is \$1,473,540. The approval of this Initial Assessment Resolution determines the amount of the Security and Landscape Cost.

(B) For the Fiscal Year in which Security and Landscape Service Assessments for the provision of Security and Landscape services, facilities or programs are imposed, the Security and Landscape Cost shall be allocated among all Assessed Property within the Assessment Area, based upon the number of Dwelling Units for such parcels. The portion of the Security and Landscape Service Assessment attributable to the cost of providing security and landscape services is \$6,500.00 for each Single Family Residential Unit, \$3,250.00 for each Unimproved Property and \$26,000.00 for each Private Recreational Facility. Each Multifamily Residential Establishment shall be assessed at a rate which is the sum of (a) the Single Family Residential Unit rate for the first unit in the Multifamily Residential Establishment and (b) the product of 40% of the Single Family Residential Unit Rate multiplied by the number of remaining units in the Multifamily Residential Establishment. Each Dwelling Unit within a Multifamily Residential Establishment shall be apportioned an equal share of the Multifamily Residential Establishment rate.

(C) The rate of the Security and Landscape Program Assessments established in this Initial Assessment Resolution shall be the rates applied by the Village Manager in the preparation of the initial Security and Landscape Program Assessment Roll for the Fiscal Year commencing October 1, 2025, as provided in Section 6 of this Initial Assessment Resolution.

(D) In order to provide for increases in Security and Landscape Program Costs subsequent to the Fiscal Year commencing October 1, 2025, a Maximum Assessment Rate for any future fiscal year for each Dwelling Unit within a Single Family Residential Unit, for each Unimproved Property, on each Multifamily Residential Establishment and the Private Recreational Facility shall not exceed annually (5%) five percent of the prior fiscal year's annual assessment rate; unless notified otherwise.

Section 6. Security and Landscape Program Assessment Roll.

(A) The Village Manager is hereby directed to prepare, or cause to be prepared, an initial Security and Landscape Program Assessment Roll for the Fiscal Year beginning October 1, 2025. Such initial Security and Landscape Program Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Village conforming to the description contained on the Tax Roll, (2) the name and address of the owner of record of each Assessed Property as shown on the Tax Roll, (3) the amount of the initial Security and Landscape Program Assessment for Security and Landscape services, facilities or programs, and (4) an accounting demonstrating the amount of the Security and Landscape Program Assessment attributable to the cost of providing security and landscaping services, facilities and programs. The initial Security and Landscape Program Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the initial Security and Landscape Program Assessment Roll be in printed form if the amount of the Security and Landscape Program Assessment for each parcel of property can be determined by use of a computer terminal available to the public. Such Security and Landscape Program Assessment for each parcel of Assessed Property shall be computed by multiplying the applicable assessment rate by the number of Dwelling Units on the Assessed Property in accordance with Section 5 (B) above.

(B) It is hereby ascertained, determined, and declared that the foregoing method of determining the Security and Landscape Program Assessments for the provision of Security and Landscape services, facilities or programs (1) is a fair and reasonable method of apportioning the Security and Landscape Cost among parcels of Assessed Property and (2) is an equitable and efficient mechanism to address payment delinquencies and recover funds advanced for Security and Landscape services, facilities or programs which are allocable to specific parcels of Assessed Property.

Section 7. Authorization of Public Hearing.

There is hereby established a public hearing to be held at _____ P.M., on _____, the ____ day of September 2025, in the Village Council Chamber, Village Hall, 655 - 96th Street, Bal Harbour, Florida, for the purpose of receiving and considering any comments on the Security and Landscape Program Assessments from affected property owners, including establishing the Maximum Rates.

Section 8. Notice by Publication

The Village Clerk shall publish a notice, as required by Section 2-384 of the Village Code, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than _____, 2025 in a newspaper generally circulated in the Village.

Section 9. Notice by Mail.

The Village Manager shall ensure that proper and timely notice is provided to the Owners of Assessed Property in a manner consistent with the requirements of the Village's Master Ordinance and Section 197.3632, Florida Statutes.

Section 10. Adjustment of Public Hearing Date.

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

Section 11. Effective Date.

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

PASSED AND ADOPTED this 17th day of June, 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.

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by _____, 2025

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

Notice is hereby given that the Village Council of Bal Harbour Village, Florida, will conduct a public hearing to consider continuing to impose security and landscape special assessments against residential properties located within the Gated Residential Section of the Village, as described in Exhibit "A" attached hereto, and to authorize the continued collection of such assessments on the tax bill for the fiscal year beginning October 1, 2025, and future fiscal years.

The security and landscape special assessments will be imposed to fund the cost of providing security and landscaping services, facilities and programs provided to such properties. The Security and Landscape Cost to be assessed and apportioned among benefited parcels for the Fiscal Year beginning on October 1, 2025 is \$1,473,540.

The hearing will be held at _____ **P.M., on _____, the ____ day of September, 2025, in Council Chamber**, Village Hall, 655 - 96th Street, Bal Harbour, Florida, for the purpose of receiving public comment on the proposed assessments, and to impose the assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 days of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 866-4633, at least two days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Village Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

The security and landscape assessments will be computed by multiplying the number of dwelling units on each parcel by the applicable rate of assessment. The annual rate of assessment for the upcoming fiscal year shall be \$6,500.00 for each Single Family Residential Unit, \$3,250.00 for each Unimproved Property and \$26,000.00 for each Private Recreational Facility. The Maximum Rates shall not exceed annually (5%) five percent of the prior fiscal year's annual assessment rate; unless notified otherwise. Each Multifamily Residential Establishment shall be assessed at a rate which is the sum of (a) the Single Family Residential Unit rate for the first unit in the Multifamily Residential Establishment and (b) the product of 40% of the Single Family Residential Unit Rate multiplied by the number of remaining units in the Multifamily Residential Establishment. Each Dwelling Unit within a Multifamily Residential Establishment shall be apportioned an equal share of the Multifamily Residential Establishment rate. Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the Village Clerk, located at Village Hall, 655 - 96th Street, Bal Harbour, Florida.

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

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

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

VILLAGE CLERK
BAL HARBOUR VILLAGE, FLORIDA

EXHIBIT "A"
GEOGRAPHIC BOUNDARIES OF ASSESSED AREA

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

- a. Lots 1 through 3, Block 12A, Resubdivision of Residential Section of Bal Harbour, Plat Book 53, page 15.
- b. All of Blocks 1, 2, 3, 4, 5 and 6, Residential Section of Bal Harbour, Plat Book 44, page 98.
- c. All of Blocks 9, 10, 11 and 12, Residential Section of Bal Harbour, Plat Book 44, page 98.
- d. Tract E, Residential Section of Bal Harbour, Plat Book 44, page 98.

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

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

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

Issue:

Should the Village Council direct the preparation of the Solid Waste Assessment Roll and approve the initial Solid Waste Assessment for FY 2025-26?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

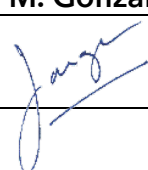
It is recommended that the Village Council approve the initial Solid Waste Assessment for FY 2025-26 at a rate of assessment equal to \$328.47 for each Dwelling Unit with a Multifamily Residential Establishment and \$702.03 for each Single-Family Residential Unit. This rate provides for Solid Waste and Recyclable Materials collection and disposal services to residential customers; which is an increase from the current year rate of \$312.83 for each Dwelling Unit with a Multifamily Residential Establishment and \$668.60 for each Single-Family Residential Unit. This proposed rate increase addresses the need to proactively manage increasing operational expenses by allocating additional funding for two key areas: (1) anticipated cost increases associated with the re-negotiation of the solid waste contract, and (2) mitigation of the financial impact on the General Fund due to rising internal service costs. These adjustments are essential to ensure continued service delivery, fiscal responsibility, and long-term sustainability.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

| | Amount | Account | Account # |
|--|-----------|------------------------|--------------|
| | \$948,589 | Solid Waste Assessment | 01-34-325200 |

Sign off:

| | | |
|--|-------------------------|---|
| | Chief Financial Officer | Village Manager |
| | 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: June 17, 2025

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

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Council approve the initial Solid Waste Assessment for Fiscal Year Ending (FYE) FYE 2025-26 at a rate of assessment equal to \$328.47 for each Dwelling Unit within a Multifamily Residential Establishment and \$702.03 for each Single-Family Residential Unit. These rates provide for Solid Waste and Recyclable Materials collection and disposal services to residential customers, which is an increase from the current year rate of \$312.83 within a Multifamily Residential Establishment and \$668.60 for each Single-Family Residential Unit. This proposed rate increases address the need to proactively manage increasing operational expenses by allocating additional funding for two key areas: (1) anticipated cost increases associated with the re-negotiation of the solid waste contract, and (2) mitigation of the financial impact on the General Fund due to rising internal service costs. These adjustments are essential to ensure continued service delivery, fiscal responsibility, and long-term sustainability.

BACKGROUND

To provide solid waste and recyclable materials services, the imposition of an annual Solid Waste Service Assessment was implemented in 2011 as an equitable and efficient method of allocating and apportioning solid waste costs among parcels of assessed property by Ordinance No. 2011-552. Adoption of this initial assessment Resolution provides for the determination of Solid Waste Costs and the identification of the assessed property for inclusion in the assessment roll for the provision of solid waste services. The provision of Additional Solid Waste and Recyclable Materials Services to any Single Family Residential Unit or any Multifamily Residential Establishments, which increases the Solid Waste Cost to the Village shall be billed separately to those Single Family Residential Units or Multifamily Residential Establishment that request and receive such Additional Solid Waste and

Recyclable Materials Services and must be paid in addition to the Solid Waste Service Assessment

ANALYSIS

Based on a combined 2,842 units, the rate of 328.47 for each Dwelling Unit within a Multifamily Residential Establishment and \$702.03 for each Single-Family Residential Unit will generate approximately \$948,589 budgeted at ninety-five percent to provide for solid waste collection services through FY 2025-26 using the tax bill method of collection.

In FYE 2017, a renewed agreement between Bal Harbour Village and Progressive Waste Solutions of FL, Inc. (dba Waste Connections of Florida), was approved by Council extending through 2025. This agreement provided for the delivery of solid waste services, inclusive of service improvements, at rates fixed pursuant to the 2012 agreement through September 30, 2019, and Consumer Price Index (CPI) adjustments beginning October 1, 2019 and each year thereafter. The agreement is currently under renegotiation, and the final cost has not yet been determined. Consequently, the Village reserves the right to seek recovery of any expenditures exceeding the proposed FYE 2026 budget during future fiscal year budgeting processes.

The Final Assessment Resolution must be adopted no later than September 18, 2025. The required public hearing for the final solid waste assessment will coincide with the Village's first public budget hearing, no later than September 18, 2025.

THE BAL HARBOUR EXPERIENCE

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

CONCLUSION

Adoption of this Resolution is recommended to direct the preparation of an initial Solid Waste Assessment Roll for FY 2025-26 and approve an initial assessment rate equal to \$328.47 for each Dwelling Unit within a Multifamily Residential Establishment and \$702.03 for each Single-Family Residential Unit, an amount sufficient to provide for solid waste and recyclable materials collection and disposal services for the coming fiscal year.

Attachments:

1. Resolution Appendix A - Form of Notice to be Published

RESOLUTION NO. 2025-____

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

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

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

WHEREAS, the Council desires, as provided herein, to continue an annual Solid Waste and Recyclable Materials assessment program within the Village, using the Uniform Method of Collection for the Fiscal Year which commences on October 1, 2025.

WHEREAS, pursuant to the provisions of the Ordinance, the Village may establish a Maximum Assessment Rate, which is the maximum assessment rate in which the Village may impose without the need for providing mailed notice pursuant to the Uniform Assessment Collection Act (as defined in the Ordinance); and

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

Section 1. **Authority.** This resolution is adopted pursuant to the provisions of Section 16-5 of the Village Code, and Article IX of Chapter 2 of the Village Code

(collectively, the "Ordinance"), and sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

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

"Additional Solid Waste and Recyclable Materials Services" means those Solid Waste and Recyclable Materials Services requiring a total number of bins in excess of the number of bins provided to each Dwelling Unit and additional collection times for such collection and disposal service to any Single Family Residential Unit and any Multifamily Residential Establishment. Such Additional Solid Waste and Recyclable Materials Services include additional bins or additional collections above that which are to be provided to each Dwelling Unit for each Multifamily Residential Establishment.

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

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

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

"Commercial Establishment" means any structure used or constructed for use for business operations. For purposes of this article, hotels, hotel-condominiums and motels

are commercial establishments. The term "commercial establishment" shall not include any residential unit or multifamily residential establishment.

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

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

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

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

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

"Maximum Assessment Rate" means the maximum rates established under Section 5(D) herein for Solid Waste Service Assessments.

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

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

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

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

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

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

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

"Solid Waste and Recyclable Materials Services" means those services relating to Solid Waste and Recyclable Materials collection and disposal provided to each Single Family Residential Unit and each Multifamily Residential Establishment, which includes the

number of bins provided and the number of days of collection to each Single Family Residential Unit and each Multifamily Residential Establishment which is necessary to service a typical Dwelling Unit in a Multifamily Residential Establishment and a typical Single Family Residential Unit.

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

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

"Solid Waste Cost" means the amount necessary to fund the Village's collection and disposal of Solid Waste and the recycling activities of Recyclable Materials that are allocable to Assessed Property during a Fiscal Year and shall include, but not be limited to: (A) the cost, whether direct or indirect, of all services, programs or facilities provided by the Village, or through contractual arrangements with the Village relating to Solid Waste and Recyclable Materials collection and disposal services, facilities or programs; (B) the cost of any indemnity or surety bonds and premiums for insurance; (C) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (D) the cost of computer services, data processing, and communications; (E) the cost of training, travel and per diem; (F) the recovery of unpaid or delinquent fees or charges advanced by the Village and due for Solid Waste and Recyclable Materials management and disposal services, programs or facilities allocable to specific parcels; (G) the cost of engineering, financial, legal or other professional services; (H) all costs associated with the structure, implementation, collection, and enforcement of the Solid Waste Service Assessments or a prior year's assessment for a comparable service, facility or program, including any service charges of the Tax Collector or Property Appraiser; (I) all other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, programs or facilities funded by the Solid Waste Service Assessment, and such

other expenses as may be necessary or incidental to any related financing authorized by the Village Council; (J) a reasonable amount for contingency to provide for clearing, removing and disposal of debris accumulated on property within the Village during hurricanes or other extreme weather events; (K) a reasonable amount for contingency and anticipated delinquencies and uncollectible Solid Waste Service Assessments; and (L) reimbursement to the Village or any other Person for any monies advanced for any costs incurred by the Village or such Person in connection with any of the foregoing items of Solid Waste Cost.

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

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

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

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

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

Section 3. Legislative Determinations of Special Benefit and Fair Apportionment. It is hereby ascertained, declared and determined that the Solid Waste

Costs provide a special benefit to the Assessed Property based upon the following legislative determinations:

General

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

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

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

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

Special Benefit

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

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

Apportionment

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

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

(I) Apportioning the Solid Waste Costs for Solid Waste and Recyclable Materials Services provided to Multifamily Residential Establishments within the incorporated area of the Village on a Dwelling Unit basis as identified in the Tax Roll data base, is required to avoid cost inefficiency and unnecessary administration, and is a fair and reasonable method of apportioning Solid Waste Costs for providing Solid Waste and Recyclable Materials Services.

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

(K) The provision of Additional Solid Waste and Recyclable Materials Services to any Single Family Residential Unit or any Multifamily Residential Establishment which increases the Solid Waste Cost to the Village shall be billed separately to those Single

Family Residential Units or Multifamily Residential Establishments that request and receive such Additional Solid Waste and Recyclable Materials Services and must be paid in addition to the Solid Waste Service Assessment.

Section 4. Solid Waste and Recyclable Materials Services.

(A) Upon the imposition of Solid Waste Service Assessment against Assessed Property located within the Village, the Village shall cause Solid Waste and Recyclable Materials Services, facilities or programs to be provided to such Assessed Property. Solid Waste Costs for Solid Waste and Recyclable Material Services, facilities or programs shall be paid from proceeds of the Solid Waste Service Assessments. Any Solid Waste Cost relating to the provision of Additional Solid Waste and Recyclable Materials Services shall be separately billed and paid by the recipient of such Additional Solid Waste and Recyclable Materials Services.

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

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

(A) The Solid Waste Cost to be assessed and apportioned among benefited parcels for the Fiscal Year beginning October 1, 2025, is \$948,589 for Solid Waste and Recyclable Materials Services, facilities or programs. The approval of this Initial Assessment Resolution determines the amount of the Solid Waste Cost for Solid Waste and Recyclable Materials Services, facilities or programs.

(B) For the Fiscal Year in which Solid Waste Service Assessments for Solid Waste and Recyclable Materials Services, facilities or programs are imposed, the Solid Waste Cost shall be allocated among all Assessed Property within the Village, based upon each parcels' classification as Residential Property and the number of Dwelling Units for such parcels. A rate of assessment equal to \$328.47 for each Dwelling Unit within a Multifamily Residential Establishment and \$702.03 for each Single-Family Residential Unit for Solid

Waste and Recyclable Materials Services, facilities and programs is hereby approved for the Fiscal Year beginning October 1, 2025.

(C) The rate of the Solid Waste Service Assessments established in this Initial Assessment Resolution shall be the rates applied by the Village Manager in the preparation of the initial Solid Waste Assessment Roll for the Fiscal Year commencing October 1, 2025, as provided in Section 6 of this Initial Assessment Resolution.

(D) In order to provide for increases in Solid Waste Costs for Solid Waste and Recyclable Materials Services, facilities and programs subsequent to the Fiscal Year commencing October 1, 2025, a Maximum Assessment Rate for any future fiscal year for each Dwelling Unit within a Multifamily Residential Establishment and for each Single-Family Residential Unit on each parcel shall not exceed annually (5%) five percent of the prior fiscal year's annual assessment rate; unless notified otherwise.

Section 6. Solid Waste Assessment Roll.

(A) The Village Manager is hereby directed to prepare, or cause to be prepared, an initial Solid Waste Assessment Roll for the Fiscal Year beginning October 1, 2025. Such initial Solid Waste Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Village conforming to the description contained on the Tax Roll, (2) the name and address of the owner of record of each Assessed Property as shown on the Tax Roll, and (3) the amount of the initial Solid Waste Service Assessment. The initial Solid Waste Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the initial Solid Waste Assessment Roll be in printed form if the amount of the Solid Waste Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public. Such Solid Waste Service Assessment for each parcel of Assessed Property shall be computed by multiplying the applicable assessment rate by the number of Dwelling Units on the Assessed Property in accordance with Section 5 (B) above.

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

and efficient mechanism to address payment delinquencies and recover funds advanced for Solid Waste and Recyclable Materials Services, facilities or programs which are allocable to specific parcels of Assessed Property.

Section 7. Authorization of Public Hearing.

There is hereby established a public hearing to be held at _____P.M., on _____, the ____ day of September 2025, in the Village Council Chamber, Village Hall, 655 - 96th Street, Bal Harbour, Florida, for the purpose of receiving and considering any comments on the Solid Waste Service Assessments from affected property owners, including the proposed Maximum Assessment Rate.

Section 8. Notice by Publication.

The Village Clerk shall publish a notice, as required by Section 2-384 of the Village Code, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than _____, 2025 in a newspaper generally circulated in the Village.

Section 9. Notice by Mail.

The Village Manager shall ensure that proper and timely notice is provided to the Owners of Assessed Property in a manner consistent with the requirements of the Village's Ordinance and Section 197.3632, Florida Statutes.

Section 10. Adjustment of Public Hearing Date.

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

Section 11. Effective Date.

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

PASSED AND ADOPTED this 17th day of June, 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.

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by _____, 2025

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

Notice is hereby given that the Village Council of Bal Harbour Village, Florida, will conduct a public hearing to consider continuing to impose solid waste and recyclable materials special assessments against residential properties located within the incorporated area of the Village and to authorize the continued collection of such assessments on the tax bill for the fiscal year which commences on October 1, 2025 and future fiscal years.

The Solid Waste Service Assessments will be imposed to fund the cost of Solid Waste and Recyclable Materials Services, facilities and programs provided to such properties. The Solid Waste Costs to be assessed and apportioned among benefited parcels for the Fiscal Year beginning on October 1, 2025 is \$948,589.

The hearing will be held at _____ **P.M., on _____, the ____ day of September, 2025, in Council Chamber,** Village Hall, 655 - 96th Street, Bal Harbour, Florida, for the purpose of receiving public comment on the proposed assessments and to impose the assessment. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 days of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305)866-4633, at least two days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Village Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

| The | Solid | Waste | Service |
|--|-------|-------|---------|
| Assessments will be computed by multiplying the number of dwelling units on each parcel by the applicable rate of assessment. The annual rate of assessment for the upcoming fiscal year shall be \$328.47 for each Multifamily Residential Establishment's Dwelling Unit within a multifamily residential building and \$702.03 for each Single-Family Residential Unit Dwelling Unit on each parcel. The Maximum Assessment Rate shall not exceed annually (5%) five percent from the prior fiscal year's annual assessment rate, unless notified otherwise. Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, and the legal documentation relating to the assessments are available for inspection at the office of the Village Clerk, located at Village Hall, 655 - 96th Street, Bal Harbour, Florida. | | | |

The assessments will be collected on the ad valorem tax bill to be mailed in November 2025, as authorized by section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

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

[INSERT MAP OF VILLAGE]

**VILLAGE CLERK
BAL HARBOUR VILLAGE, FLORIDA**

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND ENVIROWASTE SERVICES, INC. FOR THE PROVISION OF WATER PIPE BREAK REPAIR, CURED-IN-PLACE LINING FOR SANITARY SEWER AND STORM WATER DRAINAGE PIPE, REHABILITATION OF SANITARY SEWER AND STORM WATER MANHOLES, AT ESTABLISHED RATES VILLAGE-WIDE; IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS OR STATUTORY LIMITATIONS OF \$255.20.

Issue:

Should the Village Council approve the agreement with Envirowaste Services Group, Inc., for the activities as detailed within the agreement?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

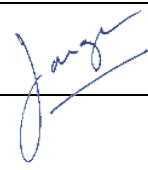
On May 21, 2019, the Council adopted Resolution No. 2019-1226, approving an agreement with Envirowaste Services Group, Inc., which expires on June 19, 2025. Envirowaste has agreed to enter into a new agreement under the same terms as the current agreement, with annual rate adjustments based on the Consumer Price Index and subject to budget allocations. The proposed pricing for the new agreement provides for an increase of 2.3%, over the current pricing. The agreement establishes a service provider to perform rehabilitative sewer and storm water system repairs for the Village, at competitive prices for an initial 3 year term with 3 subsequent (1) year renewals, subject to annual rate adjustments based on CPI and subject to budget allocations.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS AGREEMENT.

Financial Information:

| | Amount | Account | Account # |
|--|--------|---------|-----------|
| | X | X | X |

Sign off:

| | | |
|-----------------------|-------------------------|---|
| Public Works Director | Chief Financial Officer | Village Manager |
| Julio E. Magrisso | 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: June 17, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH ENVIROWASTE SERVICES, INC. FOR AN INITIAL TERM OF THREE YEARS, WITH THE OPTION TO RENEW THE AGREEMENT FOR THREE ONE-YEAR TERMS FOR THE PROVISION OF WATER PIPE BREAK REPAIR, CURED-IN PLACE LINING FOR SANITARY SEWER AND STORM WATER DRAINAGE PIPE, REHABILITATION OF SANITARY SEWER AND STORM WATER MANHOLES, AT ESTABLISHED RATES VILLAGE-WIDE; IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS OR STATUTORY LIMITATIONS OF \$255.20; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Village Council approve the Resolution.

BACKGROUND

On March 20, 2018, the Bal Harbour Village Council ratified Resolution 2018-1140 approving a piggyback agreement with Envirowaste Services Group Inc. (Envirowaste), to provide remedial utility system pipe and structures rehabilitative lining and associated services. The piggyback agreement originated with a City of Miami Beach contract, which the Village accessed, and expired on February 24, 2019.

Subsequently, the public solicitation, Bal Harbour Village RFP 2019-02 for the identical requested services was conducted. On May 21, 2019, the Council adopted Resolution No. 2019-1226, approving a new agreement with Envirowaste Services Group, Inc. The initial term of the new agreement was for three (3), years with, three (3) one (1) year renewals, subject to annual cost adjustments, based on the applicable Consumer Price Index (CPI) and budget allocations. This agreement was extended as prescribed and expires on June 19, 2025.

In order to be in compliance with DERM, this vendor has successfully conducted remedial utility system pipe and structures rehabilitative pipe sectional replacement, repairs, pipe cured-in-place lining and associated services as part of the Village Infrastructure Improvements Project phases since 2020. Future expenses in this category, dependent on unanticipated necessary repairs, may amount to approximately \$100,000 over the course of the initial 3-year agreement.

ANALYSIS

Since the signing of the original agreement, the Village has exercised its three (3), years with, three (3) one (1) year renewal options due to efficient service and response by EnviroWaste. Since the current agreement expires on June 19, 2025, staff contacted the representative from EnviroWaste to inquire if they would enter into a new agreement under the same terms as the current agreement, with annual rate adjustments based on CPI and subject to budget allocations. Accordingly, the Public Works and Beautification Department received competitive pricing proposals from EnviroWaste for the new agreement. The proposed pricing for the new agreement, provides for an increase of 2.3%, increase over the current pricing which expires on June 19, 2025.

The services and pricing detailed in Exhibit A are to be incorporated into the new agreement. The proposed agreement, services and pricing as detailed in Exhibit A encompasses the following services and provisions:

- Routine and Emergency Repairs for Water, Sanitary Sewer and Stormwater Pipe;
- Cured-In-Place Sanitary Sewer and Stormwater Drainage Pipes;
- Rehabilitation of Sanitary Sewer and Stormwater Manholes. The Village will issue a Work Directive for specific projects;
- Term will be for three (3), years with, three (3) one (1) year renewals from the date of execution by the Village with renewals at the sole discretion of the Village, for three (3) additional one (1) year renewal options, subject to annual consumer price index unit price adjustment and budget allocations.
- Working time for non-emergency work directives is Monday through Friday between 8:30 AM and 5:30 PM;
- No work being is permitted on Sundays and holidays, no work shall occur on Saturdays without written permission from the Village forty-eight (48) hours in advance of intent to perform Work;
- For emergency work, the Contractor shall be immediately available via a twenty-four (24) hour, seven (7) days per week telephone service;
 - Nonscheduled requests for service (emergency calls, etc.) shall be responded to within one (1) hour after the call is made to the Contractor;
 - Contractor is required to provide a plan of action after the emergency work directive has been made for the Village's approval.

The proposed pricing for the new agreement, provides for a increase of 2.3% increase over the current pricing which expires on June 19, 2025.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through *The Bal Harbour Experience*. The retention of a contractor to provide remedial utility system pipe and structures rehabilitative lining and associated services, corresponds directly to the goal of Modernized Public Facilities and Infrastructure. Additionally, the rehabilitative lining of the Village sanitary waste water and stormwater conveyance systems prevents groundwater infiltration and aligns with the goal of Resiliency and Sustainable Community.

CONCLUSION

On May 21, 2019, the Council adopted Resolution No. 2019-1226, approving an agreement with Envirowaste Services Group, Inc. The initial term of the agreement was for three (3), years with, three (3) one (1) year renewals. This agreement was extended as prescribed and expires on June 19, 2025. With the pending agreement expiration, staff contacted the representative from Envirowaste to inquire if they would enter into a new agreement under the same terms as the current agreement, with annual rate adjustments based on CPI and subject to budget allocations. Accordingly, the Public Works and Beautification Department received competitive pricing proposals from Envirowaste for the new agreement. The proposed pricing for the new agreement, provides for a increase of 2.3%, increase over the current pricing.

Approval of this Resolution approving the agreement with EnviroWaste Services, Inc. to provide remedial utility system pipe and structures rehabilitative lining, and associated services, as detailed within the submitted agreement and Exhibits A at a cost not to exceed annual budgetary allocations for this work is recommended.

Attachments:

1. Professional Services Agreement

RESOLUTION NO. 2025-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND ENVIROWASTE SERVICES, INC. FOR AN INITIAL TERM OF THREE YEARS, WITH THE OPTION TO RENEW THE AGREEMENT FOR THREE ONE-YEAR TERMS FOR THE PROVISION OF WATER PIPE BREAK REPAIR, CURED-IN-PLACE LINING FOR SANITARY SEWER AND STORM WATER DRAINAGE PIPE, REHABILITATION OF SANITARY SEWER AND STORM WATER MANHOLES, AT ESTABLISHED RATES VILLAGE-WIDE; IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS OR STATUTORY LIMITATIONS OF \$255.20; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, at the May 21, 2019 Village Council meeting, the Council approved a Professional Services Agreement ("Agreement") with Envirowaste Services Group, Inc. ("Envirowaste") for three years with the option to renew for three, one-year terms for the routine and emergency repairs for water, sanitary sewer, and stormwater pipe; Cured-In-Place lining for sanitary sewer and stormwater pipes, rehabilitation of sanitary sewer manholes and stormwater manholes; and

WHEREAS, the above-mentioned Agreement was extended and the current Agreement will expire on June 19, 2025; and

WHEREAS, the Public Works and Beautification Department requested and received competitive pricing proposals from Envirowaste for the new agreement; and

WHEREAS, the Village desires to enter into a new agreement with Envirowaste for the provision of services as provided for in their pricing schedule (Attached as Exhibit "A") for an initial term of three (3), years with, three (3) one (1) year renewals from the date of execution by the Village, subject to annual consumer price index (CPI) unit price adjustment and budget allocations.

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 services and pricing submitted by Envirowaste for the services as detailed in Exhibit A, to enter into an agreement with an initial term of three years, are approved and the Village Manager is hereby authorized to sign on behalf of the Village

Section 3. Expenditure Approved. That the expenditure identifying budgeted funds for the services, as needed, is hereby approved.

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

PASSED AND ADOPTED this 17th day of June, 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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and **ENVIROWASTE SERVICES, INC.**, whose address 18001 Old Cutler Road, Palmetto Bay, FL, Suite 554 ("Envirowaste"), an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village previously entered into a Professional Services Agreement with Envirowaste for the routine and emergency repairs for water, sanitary sewer, and stormwater pipe; Cured-In-Place lining for sanitary sewer and stormwater pipes, rehabilitation of sanitary sewer manholes and stormwater manholes; and

WHEREAS, the above-mentioned agreement expires on June 19, 2025, and

WHEREAS, the Public Works and Beautification Department requested and received competitive pricing proposals from Envirowaste for the new agreement; and

WHEREAS, the Village desires to enter into a new agreement with Envirowaste for the provision of services as provided for in their pricing schedule (Attached Exhibit A) for a period of three (3), years with, three (3) one (1) year renewals from the date of execution by the Village with renewals at the sole discretion of the Village, subject to annual consumer price index unit price adjustment and budget allocations.

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

I. SCOPE OF SERVICES.

Contractor shall provide the scope of services ("Services" or "Work") set forth and attached hereto as Exhibit "A." Contractor shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.

II. TERM.

This Agreement shall commence on the Notice to Proceed (NTP), issuance date and shall continue for three (3) years, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

After the initial term, the Agreement may be extended for three (3) additional

one (1) year periods by mutual agreement of the parties. The parties hereto may extend this Agreement by mutual consent, in writing, prior to the expiration of the current term. This provision in no way limits either party's right to terminate this Agreement at any time during the initial term or any extension thereof, pursuant to Section 4 of this Agreement.

III. PAYMENT.

The amount of compensation payable by the VILLAGE to CONTRACTOR shall be based upon the prices as set forth in Exhibit "A", attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon VILLAGE'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

- A. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the VILLAGE Manager and CONTRACTOR, no more often than monthly, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- B. Notwithstanding any provision of this Agreement to the contrary, VILLAGE Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to VILLAGE Manager. The amount withheld shall not be subject to payment of interest by VILLAGE.
- C. Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, Electronic Funds Transfer (EFT), E-Pay or P-Card as determined by the VILLAGE in its sole discretion.
- D. In consideration of the Services to be provided, Consultant shall be compensated in an amount that shall not exceed the budgeted amount for the Services during the applicable Fiscal Year, or the statutory limitations of 255.20, Florida Statutes.

- E. Upon receipt of an invoice deemed acceptable and approved by the Village, payment(s) shall be made within thirty (30) days for the Services. Invoices shall include a detailed description of the Services provided, and shall be submitted to the Village at the following address:

Julio Magrisso Bal Harbour Village
Public Works & Beautification Department
655 96 Street
Bal Harbour, FL 33154
(305) 993-7436

- F. CONTRACTOR agrees to keep such records and accounts as may be necessary to record complete and correct entries as to personnel hours charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by VILLAGE.
- G. If it should become necessary for VILLAGE to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.
- H. Beginning on October 1, 2026, and annually thereafter, the CONTRACTOR shall receive an annual adjustment in the rates and fees. The adjustment shall be based on the April Consumer Index-All Urban Consumers, Not Seasonally Adjusted, All Items, Miami-Fort Lauderdale Area, 1982-84=100, Series ID:CUURA320SAO, CUUSA320SAO. The Consumer Price Index is available from the United States Department of Labor, Bureau of Labor Statistics. The parties acknowledge that fuel costs are reflected in the above-mentioned CPI, and therefore there shall be no additional fuel costs adjustments.

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-

defaulting Party may terminate this Agreement without further notice to the defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

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

B. Termination for Convenience of the Village.

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

V. INSURANCE REQUIREMENTS

Contractor shall maintain general commercial, automobile (where applicable), workers’ compensation, and professional liability insurance in an amount acceptable to the Village. Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

| | <u>Per Occurrence</u> | <u>Aggregate</u> |
|-------------------|-----------------------|------------------|
| General Liability | \$1,000,000 | \$2,000,000 |

| | | |
|------------------------|--|-------------|
| Automobile Liability | \$1,000,000 combined single limit per accident | |
| Professional Liability | \$500,000 | \$1,000,000 |
| Workers' Compensation | Statutory Amount | |

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

CERTIFICATE HOLDER MUST READ

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

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies. Contractor agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

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

lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Contractor up to the statutory limits.

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

VII. ENTIRE AGREEMENT.

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

VIII. WARRANTIES.

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

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

Contractor acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this

Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

X. FEDERAL PROVISIONS

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

The services detailed within this agreement may be provided during periods of declared Critical Incidents. The Village if under an active agreement with the State of Florida, Division of Emergency Management, funding allocations are required by federal law to incorporate the following contractual provisions in all Bal Harbour Village contracts which will be paid for in whole or in part with funds obtained from the federal government.

1) EQUAL OPPORTUNITY EMPLOYMENT

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

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

nondiscrimination clause.

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

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

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

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

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

g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

2) COPELAND ANTI-KICKBACK ACT

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

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

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

3) CONTRACT WORK HOURS AND SAFETY STANDARDS

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

4) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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

5) SUSPENSION AND DEBARMENT

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

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

6) BYRD ANTI-LOBBYING AMENDMENT

"Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress,A) **SCRUTINIZED COMPANIES**

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

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

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

XI. NOTICES.

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

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

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

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

To Contractor: Envirowaste Services Group, Inc.
4 S.E. 1st Street, 2nd Floor Miami, FL 33131
Attn: Eddy Barba

XII. COMPLIANCE WITH LAWS.

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

XIII. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing

contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XIV. SURVIVAL OF TERMS.

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

XV. GOVERNING LAWS.

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

XVI. NO CONTINGENT FEES.

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

XVII. WAIVER.

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

XVIII. FORCE MAJEURE.

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

XIX. INDEPENDENT CONTRACTOR.

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

XX. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

- A.** Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- B.** Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property

of the Village. Notwithstanding, it is understood that at all times Contractor's workpapers shall remain the sole property of Contractor, and are not subject to the terms of this Agreement.

- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Contractor will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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

XXI. E-VERIFY

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

the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

END OF SECTION

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

Attn:

CONTRACTOR:

Envirowaste Services Group, Inc.
4 S.E. 1st Street, 2nd Floor 1
Miami, FL 33131

VILLAGE:

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

By: _____

Print Name/Title

By: _____

Jorge M. Gonzalez,
Village Manager

Attest: _____

Dwight S. Danie
Village Clerk

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

By: _____

Village Attorney

EXHIBIT A

SCOPE OF SERVICES/PRICING

SECTION 01010 SUMMARY OF WORK

- A. This section includes general descriptions of the CONTRACTOR use of site, location of work, description of work, work sequence, VILLAGE occupancy, and work by others.

1.2 RELATED SECTIONS

- A. Section 01015 - General Requirements
- B. Section 01012 - Measurement and Payment
- C. Section 01505 - Control of Work
- D. Other Sections as applicable.

1.3 REFERENCES (NOT USED)

1.4 CONTRACTOR USE OF SITE

- A. The CONTRACTOR shall limit his area of work to remain within those properties as approved in writing by the VILLAGE.

1.5 LOCATION OF WORK

- A. The Work shall be located within the Bal Harbour Village.

1.6 DESCRIPTION OF WORK

The work to be performed under this Contract includes, constructing the work described below and all related appurtenances. The Work includes, but is not limited to, the following:

Group-1: Water, Sanitary Sewer, and Stormwater Pipe Repairs

- a) CONTRACTOR shall provide all supervision, labor, equipment, materials, rental of equipment and supplies, for routine pipe replacement and/or to repair and replace existing pipes that was cracked or broken by a blow-out. It may also include repairs and replacement of other VILLAGE owned utilities caused by water, sewer or stormwater pipe breaks. In addition, services shall include cured-in-place lining for sanitary sewer pipes, stormwater drainage pipes; and rehabilitation of sanitary sewer manholes and storm manholes.
- b) CONTRACTOR shall provide for an off-duty Police Officer, if necessary.
- c) CONTRACTOR shall be required to provide all required permits, fees, inspections, impact fees.
- d) CONTRACTOR shall mobilize within 24 hours and shall call for emergency underground locates (Sunshine One-Call) immediately in order to start his work in less than forty-eight (48) hours. In some cases such as a sewer main break and after meeting on-site to discuss the repairs of the water or sewer main break, the CONTRACTOR may be

- required to mobilize immediately as directed by the Parks and Public Spaces Director or his designee.
- e) The Public Works & Beautification Department will provide support to the CONTRACTOR for shutting valves to isolate the repairs. Repair work shall only be performed when a Public Works & Beautification Supervisor is on site.
 - f) Any questions by the CONTRACTOR related to new installations or repairs shall be addressed to the Public Works & Beautification Director or his designee.
 - g) The work specified in this section consists of rehabilitating existing sanitary sewer pipe by installing a resin impregnated fiberglass/polyester felt tube into an existing pipe to restore its structural and hydraulic integrity.
 - h) The CONTRACTOR shall provide references of previous project lists going back two years including customer names and an VILLAGE contact name, phone number, project number, and project name. The list must include the number of sectional liners installed.
 - i) To be acceptable, a minimum of 400 sectional liner installations must be documented. The finished liner shall be fabricated from material as specified in this section which when cured will be chemically resistant to the corrosive effects of the raw sewage and hydrogen sulfide.
 - j) Point Repairs-The work specified in this Section includes repairs to sections or segments of existing sanitary sewers, mains or service lines, which require excavation from the surface to accurately locate structural defects and/or sources of infiltration or inflow and to eliminate them by making necessary repairs. When the repairs are to be made on sewers or facilities lying under paved surfaces, those surfaces shall be removed to the limits specified for point repairs of the particular size pipe involved (trench width plus two feet for concrete surfaces) unless otherwise acceptable to the VILLAGE.
 - k) Excavate down to the pipe, completely exposing the pipe up to the next undamaged section of pipe on each side. Locate the leak to be repaired. Remove section(s) of defective pipe or fitting by cutting on each side along lines perpendicular to longitudinal axis of pipe so as to leave "spigot ends" to be connected to replacement pipe. Cut or fabricate replacement section.
 - l) Make connections using stainless steel shear rings as manufactured by Fernco, or approved equal. Bedding or embedment shall be placed and compacted. Reconnect to service line if required. As a minimum, a total of six (6) feet of piping shall be replaced by the CONTRACTOR.

Group 2: Cured-In-Place Lining for Sanitary Sewer and Stormwater Pipes

- a. Cured-in-place lining from manhole to manhole. Cost to include all labor, materials, equipment, and maintenance of traffic to complete these

services. CONTRACTOR, subcontractors, and individuals shall be NASSCO certified.

- b. Prior to lining, pipes shall be cleaned. Video recording of the pipes shall be submitted, reviewed, and approved by the VILLAGE before and after lining.
- c. Linear feet are estimated lengths; actual measurements will be taken from manhole to manhole.
- d. It is the intent of this specification to provide for the reconstruction of pipelines and conduits by the installation of a resin-impregnated flexible tube which is formed to the original conduit and cured to produce a continuous and tight fitting Cured-In-Place Pipe (CIPP).
- e. This specification references ASTM F1216 (Rehabilitation of pipelines by the inversion and curing of a resin-impregnated tube), ASTM F1743 (Rehabilitation of pipelines by pulled-in-place installation of a cured-in-place thermosetting resin pipe), and ASTM D790 (Test methods for flexural properties of unreinforced plastics) which are made a part hereof by such reference and shall be the latest edition and revision thereof.
- f. In case of conflicting requirements between this specification and these referenced documents, this specification will govern.
- g. The finished pipe in place shall be fabricated from materials which when cured will be chemically resistant to withstand internal exposure to domestic sewage. Resin shall be in contact with the original mainline and the impermeable membrane shall be on the interior to be exposed to the wastewater flow.
- h. All constituent materials will be suitable for service in the environment intended. The final product will not deteriorate, corrode or lose structural strength that will reduce the projected product life.

Group 3: Rehabilitation of Sanitary Sewer and Stormwater Manholes

- a. Rehabilitation of manholes cost to include all labor, materials, equipment, and maintenance of traffic to complete these services.
- b. Vertical depth, in feet, is estimated for manholes rehabilitation. Cost to include all labor, materials, equipment, and maintenance of traffic to complete these services.
- c. The mortar used for manhole rehabilitation shall adhere to the requirements of Section 02770; produce excellent adhesion to properly prepared existing concrete or brick surfaces; restores structural integrity; seals rough, deteriorated surfaces and resists external hydrostatic water pressure; and, is suitable for permanent water immersion service.
- d. The CONTRACTOR is responsible for properly preparing the existing manhole for lining prior to the installation of the lining system, including stopping all leaks, patching voids, removing steps/rungs, cleaning, and removing debris.
- e. The manhole surface shall be clean, structurally sound and free from oil,

grease, loose mortar, paints, protective coatings, efflorescence, laitance and airing compounds. The condition of the manhole may require the use of an environmentally safe degreasing compound; if so, the surface shall be thoroughly rinsed to eliminate any residue.

1.7 WORK SEQUENCE

- A. The CONTRACTOR shall establish their own Work sequence based on resources and the specified Contract time. The proposed sequence shall be submitted to the VILLAGE and for approval prior to construction.

1.8 VILLAGE OCCUPANCY

- A. Cooperate with VILLAGE to minimize conflict, and to facilitate Residents' and VILLAGE'S operations.
- B. Schedule the Work to accommodate this requirement.

1.9 WORK BY OTHERS

- A. The CONTRACTOR is advised that work by others may take place during the duration of the contract time. It shall be the CONTRACTOR'S responsibility to coordinate and schedule all Work as not to delay or hinder his work or the work by others.
 - 1. Maintain conformance with the requirement of the utility companies or the municipality owning or controlling them.

PRICING NEXT PAGE

EXHIBIT A-PRICING

Bal Harbour Village
Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water

| GROUP 1: ITEMS 1 • 23 | | | Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break | Existing 2024 Envlrowaste Services Group 2024-2025 Unit Price | June 19, 2025 CPI Increase of 2.3% Effective June 19, 2025 New Unit Price |
|-----------------------|-------------|---------|--|---|--|
| Item No. | Est. Qty | UOM | Description | | |
| 1 | 3 | Agg Sum | For performing preparatory work and mobilizing equipment for beginning the work of the emergency and routine water pipe repairs including, securing the site, permits, and acceptance of Maintenance of Traffic (MOT). | 4,043.99 | \$4,137.00 |
| | | | For excavating existing water mains break / blow out of different diameter sizes; (up to 6 | 404.40 | \$413.70 |
| | | | break/blow-outs of different diameter sizes | 519.94 | \$531.90 |
| 4 | 3 | AggSum | Dewatering excavation trench to perform the work. | 11,554.25 | \$11,820.00 |
| 5 | 3 | Agg Sum | For removal of broken, cracked or blow-out water pipes; (minimum three (3) section of pipes at 20 feet each). | 8,685.69 | \$8,885.46 |
| 6 | 3 | Agg Sum | For removal of city owned utilities (damaged) caused by the water main break/blow out such as a sanitary sewer main and/or laterals | 10398.83 | \$10,638.00 |
| 7 | 3 | Agg Sum | For trench preparation / laying down the new water main pipe and fittings | 6,354.84 | \$6,501.00 |
| 8 | | | gravity pipes damaged by the pipe blow-out | | |
| | 200 | LF | Sanitary 6 inch PVC pipe and Fittings | 173.31 | \$177.30 |
| | 800 | LF | Sanitary 8 inch PVC pipe and Fittings | 207.98 | \$212.76 |
| | 200 | LF | Sanitary 10 inch PVC pipe and Fittings | 265.75 | \$271.86 |
| | 400 | LF | Sanitary 12 inch PVC pipe and Fittings | 288.86 | \$295.50 |
| | 200 | LF | Sanitary 18 inch PVC pipe and Fittings | 346.63 | \$354.60 |
| | 300 | LF | Sanitary 20 inch PVC pipe and Fittings | 375.37 | \$384.00 |
| | 300 | LF | Sanitary 24 inch PVC pipe and Fittings | 404.40 | \$413.70 |
| | | | For removal and replacement storm water pipes damaged by the pipe blow-out. | | |
| | 200 | LF | Storm water 6 inch pvc pipe and fittings | 196.42 | \$200.94 |
| | 400 | LF | Storm water 8 inch pvc pipe and fittings | 231.09 | \$236.40 |
| | 400 | LF | Storm water 10 inch pvc pipe and fittings | 259.97 | \$265.95 |
| | 600 | LF | Storm water 12 inch pvc pipe and fittings | 317.74 | \$325.05 |
| | 800 | LF | Storm water 15-18 inch pvc pipe and fittings | 404.40 | \$413.70 |
| | 400 | LF | Storm water 20 inch pvc pipe and fittings | 462.17 | \$472.80 |
| | 400 | LF | Storm water 24 inch pvc pipe and fittings | 519.94 | \$531.90 |
| 10 | | | For Construction of Water Main Pipe | | |
| | 600 | LF | 8 inch ductile iron nine (DIP) and fittings | 231.09 | \$236.40 |
| | 1500 | LF | 12 Inch ductile iron pipe (DIP) and fittings | 259.97 | \$265.95 |
| | 1000 | LF | 16 inches DIP and fittings | 317.69 | \$325.00 |
| | 800 | LF | 20 inches DIP and fittings | 404.40 | \$413.70 |
| | 300 | LF | 24 inches DIP and fittings | 462.17 | \$472.80 |
| | 600 | LF | 30 inches DIP and fittings | 577.71 | \$591.00 |
| | 80 | LF | 36 inches DIP and fittings | 635.48 | \$650.10 |
| 11 | 1200 | SF | 8" Lime rock Base | 23.11 | \$23.64 |

| GROUP 1: ITEMS 1 • 23 | | | Routine and Emergency Repairs for Water, Sanitary Sewer & Storm Water Pipe Break | Existing 2024 Envirowaste Services Group 2024-2025 | June 19, 2025 CPI Increase of 2.3% |
|------------------------|-------|-------|---|--|--|
| Item | Est. | | | | Effective June 19, 2025 |
| 12 | 50 | CY | For backfilling and compaction of 12 inch lifts up to 6 feet in depth for an area of 1 120 square feet | 404.40 | \$413.71 |
| 13 | 15 | CY | For backfilling and compacting additional 12 inch lifts greater than 6 feet depth /area over 1 120 square feet | 519.94 | \$531.90 |
| 14 | 6 | EA | For obtaining the service of a laboratory to perform density testing (minimum two density tests) | 808.80 | \$827.40 |
| 15 | 1300 | LF | For saw cutting pavement trench for a neat square or rectangular shape pavement restoration up to 4 inches in depth. | 1.15 | \$1.18 |
| 16 | 1.300 | Sa Yd | For millina up to 2 inches thick. | 17.33 | \$17.73 |
| 17 | 200 | Tons | For paving up to 2 inches thick of hot asphalt (Type SP-9.5). Includes paving machine and roller compactor and all labor to perform work. | 271.52 | \$277.77 |
| 18 | 100 | Tons | For additional one (1) inch thick of hot asphalt. Includes labor, paver machine and roller compactor. | 172.16 | \$176.12 |
| 19 | | | For restoration of pavement markings | | |
| | 500 | LF | 4 inch wide / white & yellow skip stripes | 4.62 | \$4.73 |
| | 500 | LF | 6 inch wide / white & yellow skip stripes | 5.78 | \$5.91 |
| | 600 | LF | 4 inch wide / white solid lines | 4.62 | \$4.73 |
| | 600 | LF | 6 inch wide / yellow solid lines | 5.78 | \$5.91 |
| 20 | | | For sidewalk removal & replacement; (Includes hauling, concrete delivery and labor and equipment and materials). Concrete strength to be 3,500 psi. (FOOT approved). | | |
| | 250 | SF | 4 inches thick gray concrete) | 11.26 | \$11.52 |
| | 125 | SF | 6 inches thick gray concrete) with wire mesh | 13.86 | \$14.18 |
| 21 | | | For concrete curb/gutter replacement (includes hauling, concrete delivery, labor and equipment. | | |
| | 400 | LF | 12 inches wide gray concrete | 28.89 | \$29.55 |
| | 400 | LF | 18 inches wide gray concrete | 34.66 | \$35.46 |
| | 400 | LF | 24 inches wide gray concrete | 46.22 | \$47.28 |
| | 400 | LF | 36 inches wide gray concrete | 63.55 | \$65.01 |
| 22 | 400 | LF | For street lighting conduits removal/replacement with electrical wires and electrical hardware including pull boxes. Includes all labor, equipment and materials to perform the work. | \$50.00 | \$51.15 |
| 23 | 800 | SF | Landscaping (sod) | \$1.20 | \$1.23 |
| GROUP 2: ITEMS 24 • 25 | | | Cured-In-Place Lining for Storm Water Pipes | | |
| | Est. | | | 2024-2025 Unit Price | Effective June 19, 2025 New Unit Price |
| | Qty | UOM | Description | | |
| 24 | | | Lining\Sewer Pipe Sizes | | |
| | 25000 | LF | 8 inches | 30.00 | \$30.69 |
| | 2000 | LF | 12 inches | 55.00 | \$56.27 |
| | 1000 | LF | 18 inches | 75.00 | \$76.73 |
| | 2000 | LF | 24 inches | 90.00 | \$92.07 |
| | 300 | LF | 30 inches | 120.00 | \$122.76 |
| | 300 | LF | 36 Inches | 160.00 | \$163.68 |

| | Est. | | | 2024-2025 | Effective June 19, 2025 |
|------------------|------|-----|---|------------|-------------------------|
| | Qty | UOM | Description | Unit Price | New Unit Price |
| 25 | | | Cured-In-Place Lining-Storm Drainage Pipe sizes | | |
| | 3000 | LF | 8 inches | 45.00 | \$46.04 |
| | 1000 | LF | 10Inches | 55.00 | \$56.27 |
| | 3000 | LF | 12 inches | 58.00 | \$59.33 |
| | 3000 | LF | 15inches | 76.00 | \$77.75 |
| | 3000 | LF | 18inches | 95.00 | \$97.19 |
| | 1000 | LF | 24 inches | 120.00 | \$122.76 |
| GROUP 3: ITEM 26 | | | Rehabilitation of Sanitary Sewer and Storm Water Manholes | | |
| | 205 | EA | 2 to 6 feet in deoth | 25.00 | \$25.58 |
| | 113 | EA | 6 to 10 feet in death | 22.50 | \$23.02 |
| | 10 | EA | 10 to 15 feet in deoth | 22.50 | \$23.02 |
| | | | | | |

EXHIBIT B - NOTICE TO PROCEED

BAL HARBOUR

- V I L L A G E -

JORGE M. GONZALEZ
VILLAGE MANAGER

June____, 2025

Envirowaste Services Group, Inc.
4 S.E. 1st Street, 2nd Floor Miami, FL 33131

RE: Agreement - Pipe Repair, Lining, Associated Services

Mr. Eddy Barba:

Please consider this your official Notice to Proceed on the above referenced work/service. You are hereby authorized to proceed with the work as of_____ The work shall be completed as specified in the contract documents.

The Village has appointed Michael Alvarez, Compliance Officer, Public Works & Beautification Department, as the Village's Representative who will be your single point of contact.

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

Sincerely,

Jorge M. Gonzalez
Village Manager

Cc: Julio Magrisso, Director Public Works & Beautification Department
Claudia Dixon Chief Financial Officer

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

AMENDMENT TO AGREEMENT WITH HOLIDAY OUTDOOR DÉCOR (FORMERLY FLORIDA CDI LLC) TO PROVIDE ADDITIONAL AND ENHANCED HOLIDAY DÉCOR LIGHTING, IN THE AMOUNT OF TWENTY-EIGHT THOUSAND DOLLARS (\$28,000) ANNUALLY.

Issue:

Should the Council approve the amendment to the agreement with Holiday Outdoor Décor for enhanced holiday lighting throughout the Village and the addition of holiday lighting at the Bal Harbour Waterfront Park?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village entered into an agreement with Florida CDI LLC (now Holiday Outdoor Décor) for holiday lighting décor throughout Bal Harbour. With the opening of Bal Harbour Waterfront Park, the Village requested an enhanced proposal to refresh décor Village-wide and incorporate the new park. The updated proposal adds \$28,000 to the annual contract amount for the remaining two-year renewal period and includes refreshed decor along Collins Avenue, new entrance displays, and themed installations at the park, ensuring a cohesive and high-quality aesthetic during the holiday season. The vendor has exceeded expectations, providing exceptional service and responsiveness, and has received widespread praise from residents, visitors, and peer municipalities.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.


Advisory Board Recommendation:

The Resort Tax Committee recommends approval of this item.

Financial Information:

| | Amount | Account | Account # |
|--|----------|-----------------------------|--------------|
| | \$3,000 | Resort Tax - Special Events | 10-72-504853 |
| | \$25,000 | Gen Fund - Special Events | 01-72-504853 |

Sign off:

| Director, Rec, Arts & Cul | 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: June 17, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT WITH HOLIDAY OUTDOOR DÉCOR (FORMERLY FLORIDA CDI LLC) FOR THE PROVISION OF ENHANCED HOLIDAY LIGHTING DISPLAYS FOR A TWO-YEAR TERM, IN AN ANNUAL AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND DOLLARS (\$28,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

At the July 19, 2022 Council Meeting, the Village Council approved an agreement with Florida CDI LLC for the provision of holiday lighting décor throughout Bal Harbour. The agreement was for an initial three-year period. In November of 2022, the company was acquired by Holiday Outdoor Décor. The first term of the current agreement, now with Holiday Outdoor Décor, ends in October 2025, with one renewal option available for an additional two-year term.

ANALYSIS

In preparation for the end of the initial term and as part of the Village's annual budgeting process, staff engaged Holiday Outdoor Décor to develop a revised and expanded holiday décor proposal. This includes incorporating Bal Harbour Waterfront Park, our newly opened amenity, and refreshing existing décor elements Village-wide.

A total of \$30,000 was allocated in the FY 2024-25 General Fund budget specifically for holiday décor at Bal Harbour Waterfront Park. In alignment with this budgetary provision, and to ensure a cohesive holiday theme throughout the Village, Holiday Outdoor Décor submitted a proposal reflecting the following enhancements:

- New ribbon décor installed on alternating streetlight poles along the east and west sides of Collins Avenue.
- New decorative gift box displays with ribbon at the north Collins Avenue entrance sign and the eastbound entrance at 96th Street.
- New ribbon accent for the south Collins Avenue entrance sign.

- Expanded palm tree lighting along the Collins Avenue median to include all palm fronds, ensuring a uniform and enhanced visual display.
- Additional white and teal snowflake lighting at both the northernmost and southernmost medians.
- Bal Harbour Waterfront Park Enhancements:
 - Holiday ribbon accents on the park entrance sign.
 - Palm trees illuminated in a style consistent with Collins Avenue.
 - "I LOVE BH" holiday décor installation within the park.
 - Interior lobby enhancements, including a decorated tree, menorah, and garland.

The total revised proposal value increases the original agreement amount (\$132,000) by an additional \$28,000 annually to a total annual amount of \$160,000. This enhanced program will ensure a cohesive and high-quality holiday aesthetic across Bal Harbour, including prominent entryways, pedestrian areas, and the newly established park facility. The visual impact and positive community response experienced this past season affirm the value of this partnership with Holiday Outdoor Décor.

THE BAL HARBOUR EXPERIENCE

This enhanced holiday lighting program directly supports the Village's strategic vision for the Bal Harbour Experience pillars of Unique & Elegant and Destination and Amenities. The refined and expanded décor elements reinforce the Village's identity as a premier destination known for its elegance, warmth, and hospitality during the holiday season. Incorporating Bal Harbour Waterfront Park into the holiday program ensures that all public-facing spaces reflect the same attention to detail and visual impact, offering residents and visitors a seamless, memorable, and elevated experience throughout the Village.

CONCLUSION

The proposed enhancements to the Village's holiday lighting program will elevate the overall visual experience, strengthen community pride, and align with the Village's branding and placemaking efforts. I, therefore, recommend approval of this item so that we may continue building upon the exceptional service and quality already delivered by Holiday Outdoor Décor.

Attachments:

1. Revised Proposal from Holiday Outdoor Decor

RESOLUTION NO. 2025-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO THE AGREEMENT WITH HOLIDAY OUTDOOR DÉCOR (FORMERLY FLORIDA CDI LLC) FOR THE PROVISION OF ENHANCED HOLIDAY LIGHTING DISPLAYS FOR A TWO-YEAR TERM, IN AN ANNUAL AMOUNT NOT TO EXCEED TWENTY-EIGHT THOUSAND DOLLARS (\$28,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council approved an agreement in July 2022 with Florida CDI LLC ("CDI") for the provision of holiday lighting décor throughout the Village in an annual amount not to exceed \$132,000 for an initial term of three-years; and

WHEREAS, during the original term, Florida CDI LLC was acquired by Holiday Outdoor Décor ("Holiday Outdoor") in November 2022; and

WHEREAS, the Village wishes to enhance its holiday décor program, incorporating the Waterfront Park and refreshing existing décor elements Village-wide; and

WHEREAS, the services provided by CDI and Holiday Outdoor for holiday lighting displays have consistently received positive feedback from the community; and

WHEREAS, Holiday Outdoor submitted a proposal to the Village in the amount of \$160,000 per year for the renewal period (2025-2027), inclusive of the original base amount of \$132,000, and proposed enhancements of \$28,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village and its residents to amend the agreement for the two-year renewal term, for an additional cost of twenty-eight thousand dollars (\$28,000) per year, for the proposed additions and enhancements.

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

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

Section 2. Agreement Approved. That the amendment to the agreement between the Village and Holiday Outdoor for enhanced Village's holiday program for a

two-year term, commencing in July 2025 in the annual additional amount not to exceed Twenty-Eight Thousand Dollars (\$28,000) is hereby approved.

Section 3. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the Amendment and this Resolution including the exercise of the two- year renewal option available to the Village under the Agreement provided that the total annual cost of the enhanced holiday décor lighting program does not exceed \$160,000 during this two-year renewal term (inclusive of the original agreement amount of \$132,000 annually, plus the amendment amount of \$28,000 annually).

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

PASSED AND ADOPTED this 17th day of June, 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.

2025

VILLAGE OF BAL HARBOUR HOLIDAY PROPOSAL



AREA 1 – FOUNDER’S CIRCLE



- 1- 38' LED Majestic Mountain Pine Tree
 - Placed on a 4' Illuminated Teal Tree Box
 - 3-D Snowburst Tree Topper
 - Silver and highlights of Teal Ornaments
- 16 - Coconut Palms behind Tree wrapped with LED Warm White conical trunk light sets and color band tops of Aqua-Teal lights.
- 16 - 36" LED C7 Spiral Snowflake WW/Teal
- 1 - 12' Brushed Stainless Menorah – *if needed for Event*

END OF AREA 1

AREA 2 – COLLINS AVENUE MEDIANS



141 - Center Median Coconut Palms wrapped with LED Warm White Conical trunk and frond light sets and color band tops of Aqua-Teal lights

17 - 36" LED C7 Spiral Snowflake WW/Teal (**Installed at each end of the 1st and last medians**)

END OF AREA 2

AREA 3 – SOUTH ENTRANCE MONUMENT SIGN



1 – 13.5'H Custom Package Display
5 - 36" LED C7 Spiral Snowflake WW/Teal

END OF AREA 3

AREA 4 – NORTH ENTRANCE MONUMENT SIGN



1 - LED Teal Monument Glitter Mesh Bow

1 – Hedge with LED Warm White light sets

END OF AREA 4

AREA 5 – 96TH STREET ENTRANCE MONUMENT SIGN



1 – 13.5'H Custom Package Display

7 – Coconut Palms wrapped with LED Warm White conical trunk light sets and color band tops of Aqua-Teal lights

END OF AREA 5

AREA 6 – LIGHT POLES



65 - 18' x 14" LED lit Garland with Silver and highlights of Teal Ornaments
33 - 78" LED Penelope Long Bow

END OF AREA 6

AREA 7 – VILLAGE HALL



1 - LED Teal Monument Glitter Mesh Bow
1 - Hedge with LED Warm White light sets
3 - Medjool Date Palms in SW Corner wrapped with LED Warm White conical trunk light sets and color band tops of Aqua-Teal lights

END OF AREA 7

AREA 8 – PARK ENTRANCE



*Please note that the snowflakes are **NOT** included*

1 - LED Teal Monument Glitter Mesh Bow

7 – Coconut Palms wrapped with LED Warm White conical trunk and frond light sets and color band tops of Aqua-Teal lights

END OF AREA 8

AREA 9 – PARK



1 - 8' Custom Heart BH Photo Op Display

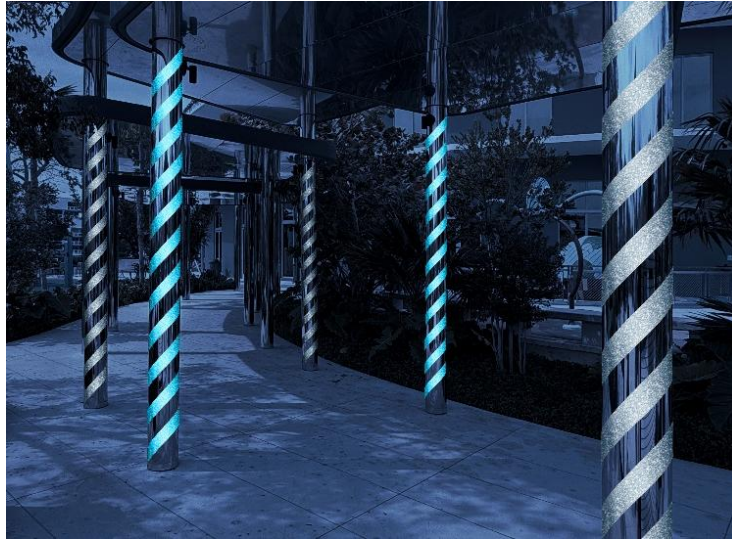
3 – Branch Trees wrapped up into the foliage with LED Warm White conical trunk light sets

8 – 2.7'W x 2.7'H x .7'D LED Bioprint 7 Point Star – *Custom Colors*

7 – 2.6'W x 2.6'H x 1'D LED Recyprint Sphere – *Custom Colors*

END OF AREA 9

AREA 10 – ENTRANCE POLES



Wrap the poles leading to the entrance door with teal ribbon and silver ribbon alternating poles on both sides.

END OF AREA 10

AREA 11 – INTERIOR



- 1 - 10' LED Tree with Silver and Teal Ornaments to match the community tree
- 4 – 9' x 14" LED garland to match interior tree, along reception desk
- 1 – 3' Stainless Steel Menorah for reception desk (this can be changed to a 6' floor Menorah)

END OF AREA 11

| | |
|--|-----------------------------|
| VILLAGE HOLIDAY PROGRAM – AREA 1-7 | \$ 154,896.00 |
| WATERFRONT PARK HOLIDAY PROGRAM – AREA 8-12 | <u>\$ 19,637.00</u> |
| | \$ 174,533.00 |
| TOTAL WITH DISCOUNT | <u>\$ 160,000.00</u> |

FIRST AMENDMENT TO AGREEMENT

BETWEEN

BAL HARBOUR VILLAGE

AND

**HOLIDAY OUTDOOR DÉCOR
(FORMERLY FLORIDA CDI LLC)**

This First Amendment to Agreement ("Third Amendment") is entered into this _____ day of _____, 2025, by and between Bal Harbour Village ("Village") and Holiday Outdoor Décor, formerly Florida CDI LLC ("Contractor").

WHEREAS, the Village Council approved an agreement in July 2022 with Florida CDI LLC ("CDI") for the provision of holiday lighting décor throughout the Village in an annual amount not to exceed \$132,000 for an initial term of three-years ; and

WHEREAS, during the original term, Florida CDI LLC was acquired by Holiday Outdoor Décor ("Holiday Outdoor") in November 2022; and

WHEREAS, the Village wishes to enhance its holiday décor program, incorporating the Waterfront Park and refreshing existing décor elements Village-wide; and

WHEREAS, the services provided by CDI and Holiday Outdoor for holiday lighting displays have consistently received positive feedback from the community; and

WHEREAS, Holiday Outdoor submitted a proposal to the Village in the amount of \$160,000 per year for the renewal period (2025-2027), inclusive of the original base amount of \$132,000, and proposed enhancements of \$28,000; and

WHEREAS, the Village Council has determined that it is in the best interest of the Village and its residents to amend the agreement for the two-year renewal term, for an additional cost of twenty-eight thousand dollars (\$28,000) per year, for the proposed additions and enhancements.

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 \$160,000 annually for the two-year renewal period, as per the attached proposal, Exhibit A.

3. This First 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 First Amendment to the Contract upon the terms and conditions above stated on the day and year first above written.

Contractor:
Holiday Outdoor Decor

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

By: _____

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:

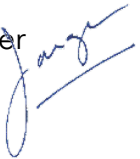
Village Attorney

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

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

FROM: Jorge M. Gonzalez, Village Manager 

DATE: June 17, 2025

SUBJECT: **Facility Rentals at Bal Harbour Waterfront Park on Village-Recognized Holidays**

Background

During the 2025 Council Retreat, the Village Council discussed current rental practices at Bal Harbour Waterfront Park, with particular attention to recurring use of the facility for religious services and nonprofit-hosted holiday events. The Council expressed interest in ensuring the facility remains primarily available for personal and private functions by Village residents, consistent with its original intent as a community-centered amenity.

Currently, the Village informally limits rentals to two to three events per month to preserve the condition of the facility, manage scheduling demands, and maintain equitable access. However, permitting rentals for religious services or nonprofit events on holidays may unintentionally limit access for the broader community, particularly on days when parks and community spaces are most in demand. The Council's consensus was that such use could compromise equitable access and directed staff to explore and present potential policy solutions.

Analysis

After evaluating the concerns and input received from the Council at retreat, staff has determined that the most viable and effective solution at this juncture—aligned with existing Village ordinances—is to restrict facility rentals on Village-recognized holidays. This revision to the Facility Rental Usage Policy will ensure that these high-demand dates remain available for passive and recreational use by all residents, rather than being allocated for exclusive or recurring organizational events. The proposed revision is consistent with the Village's noise ordinance and reinforces operational consistency, equitable access, and the community-oriented intent of the Waterfront Park.

The list of Village-recognized holidays subject to this policy includes both federal and religious observances, as identified in the Village Code:

New Year's Day - January 1
Martin Luther King, Jr. Birthday
Presidents' Day
Good Friday

Memorial Day
Juneteenth National Independence Day - June 19
Independence Day - July 4
Labor Day
Rosh Hashanah
Yom Kippur
Columbus Day
Veterans Day - November 11
Thanksgiving Day
Christmas Day - December 25

The revisions to the Facility Rental Usage Policy address concerns related to equitable access and uphold the facility's purpose as a shared community space. By restricting rentals on Village-recognized holidays, the policy prioritizes residential use, ensures regulatory alignment, and promotes inclusive access to one of Bal Harbour's most valued public amenities.

We will continue to monitor demand and utilization of the facilities as a rental venue and make further revisions in the future, if necessary.

Attachment - Facility Rental Usage Policy

Facility Rental Usage Policies

The following rules and regulations which govern Village facilities are important and all renting Village facilities shall be expected to abide by these rules to preserve the facilities for future generations.

These Rules and Regulations can be revised without notice at the Village's sole discretion. It is the Applicant's responsibility to check on whether this document has been amended by the Village. The Applicant, its employees, agents, representatives, vendors, volunteers, group members and guests shall be required to comply with the most recent version of this document. These Rules and Regulations are available on the Village's website at balharbourfl.gov.

Reservations

All reservations shall be handled through the Village's Recreation, Arts & Culture Department. Requests can be made in writing prior to the event by using this Facility Rental Application or via the Village's online reservation system, available at balharbourfl.gov/recreation. The facilities shall be reserved on a first come, first serve basis contingent upon when the deposit is received. No meeting or event is confirmed, or placed on the official Village rental calendar, until a Facility Rental Agreement is signed and a 50% facility booking deposit (plus tax) is collected. Applicants may visit Village facilities Monday through Friday from 9am to 5pm, unless the specific facility is booked for an event. It is recommended that you call in advance of your visit to be sure the facility is available for viewing. Reservations are made by appointment only.

Eligible Applicants

Only residents of Bal Harbour Village are eligible to rent Village facilities provided they meet the guidelines of the Facility Policies. Fees are based on three (3) categories:

Category 1: Resident for Personal Use

Village Residents: Bal Harbour Village Residents may rent Village facilities for private functions. Private functions are defined as events such as weddings, banquets, birthday celebrations, anniversary parties, retirement parties, employee recognitions, or similar types of meetings, gatherings, or events. Proof of Village residency is required.

Category 2: Resident for Professional Use - Non-Profit

Bal Harbour Village Residents may rent Village facilities for professional functions on behalf of a non-profit organization event. Proof of Village residency is required and non-profit agent is required as signer on all agreements/indemnifications. The Not-for-Profit category is defined as an organization that is governed by a board of directors which has by-laws and possesses a 501(c) Tax-Exempt Certificate. A Not-for-Profit organization as defined herein can be a civic, religious and fraternal organization possessing federal 501(c) tax exempt status.

The Village requires a copy of the Not-for-Profit's 501(c) form in order to be eligible for lower rental rates under the Not-for-Profit category. Additionally, any group claiming exemption from state sales tax must provide a copy of its Florida Sales Tax Exemptions Form. Not-for-Profits only are eligible for reduced rates for regularly scheduled group meetings. A letter signed by the head of the group or organization (i.e., president, pastor, principal, etc.) stating the date(s), outlining the time(s) and users or group benefiting from this event or function is required as part of the application. For regular scheduled group meetings, a list of meeting dates and times signed by the group leaders described in this paragraph may satisfy this requirement.

Any Not-for-Profit group found abusing this privilege may be subject to losing the benefit of the reduced rates.

Category 3: Resident for Professional Use (For Profit)

Village Residents: Bal Harbour Village Residents may rent Village facilities for a professional function on behalf of an incorporated business or civic group that does not meet the Non-profit definition above. Proof of Village residency is required and corporate agent is required as signer on all agreements/indemnifications.

Disqualifying factors for facility rentals

- Use is considered contrary to the Village's best interest, at the Village's sole determination;
- Misrepresentation of rental information;
- Previously caused or allowed damage to Village property;
- History of hostile or violent behavior;
- Past conduct has resulted in Police or Fire department response;
- Number of rentals exceeds two (2) times per month; or
- Rental disrupts the normal operations of the facility.

General Rules

- The Applicant must reserve and book sufficient time at the facility for set-up, decorating time, accepting deliveries (cake, caterers, and musicians) and receiving outside rental equipment.
- Village staff shall NOT accept items delivered before your event and/or supervise a pick-up after your event. It is your responsibility to check in/out all deliveries.
- All outside tables, chairs and equipment must be removed by the end of your rental, or you will forfeit your Damage Security Deposit.
- Village Staff will have the room set up with any tables, chairs, etc. included in rental prior to the commencement of the rental period.
- The Applicant will be permitted in the room no earlier than the time designated on the Facility Rental Application unless pre-approved by the Village Recreation Manager, or designee.
- The Applicant is required to provide a detailed layout of the room set up and decorating plans within fourteen (14) calendar days prior to the event. If no written layout is received, the Applicant shall be subject to the layout design of the Staff on duty. If the Applicant wishes to make minor changes to the layout, they are responsible to do so on their own.
- Applicant's decorations, exhibitions and/or entertainment shall be pre-approved by the Recreation, Arts & Culture Department Supervisor, or designee.
- Applicant's decorations must be free standing or placed on a tabletop.
- All approved decorations must be removed by the Applicant. All decorations and garbage must be removed from the facility and bagged by the end time on your rental contract. Failure to clean the facility and remove all decorations/garbage shall result in the loss of your Damage Security Deposit.
- Existing facility decorations shall not be removed at any time.
- Lobby furniture may not be moved.
- The use of candles (stand-alone), sparklers or fog/smoke/vapor machines, rice, glitter, confetti, large plants, flower petals or similar materials is NOT PERMITTED throughout the facility. Tacks, nails, screws, staples, masking tape, duct tape, command strips, and/or other surface adhesives or objects that may damage the walls, furniture or other Village property are not permitted. **NOTHING SHALL BE AFFIXED TO WALLS WITHOUT THE VILLAGE'S PRIOR WRITTEN PERMISSION.**
- Fryers, grills, broilers, ovens, propane stoves, burners and hot plates are **NOT PERMITTED**.
- Lewd and lascivious behavior is not permitted.
- Use of prohibited items shall result in the forfeit of the Damage Security Deposit, and subject the Applicant to further liability for any costs or damages incurred by the Village that are not covered by the Damage Security Deposit. If there is damage to walls, doors, frames, tables, chairs or other Village Property in the facility during the rental set-up, event or cleanup, your Damage Security Deposit will NOT be returned.
- Under no circumstances will anyone be permitted to remove chairs, tables, or any other Village equipment from Village facilities. Furthermore, the tables and chairs must not be used in any manner inconsistent with their

BAL HARBOUR

- WATERFRONT PARK -

intended uses.

- Control of lights, thermostats, other equipment, and locking and unlocking of the doors are the responsibilities of the Village Staff only.
- Outside Vendors shall be pre-approved by the Recreation, Arts & Culture Department Supervisor, or designee. It is the Applicant's responsibility to provide the venue with a list of outside rental equipment being brought into the facility.
- The Village of Bal Harbour is NOT responsible for any personal property, including flowers, food, and decorations, which is placed upon the premises of the facility (both inside and out) by the Applicant or any of their employees, agents, representatives, vendors, volunteers, group members or guests.

Amplified Sound

- Music and public address systems must comply with the Village's Code of Ordinances regarding permissible noise levels in public places. Sounds, amplified or not, must be kept confined to the rental facility property. Small personal music devices such as radios and CD players are permitted; however, sound should not travel 100 feet beyond the reserved space or facility.

Cigarettes/Vapes

- **ALL Village Parks are Smoke-Free.** Smoking is defined as any nicotine, herbal, nicotine free, or medical marijuana product used or in the form of cigarettes, e-cigarettes, hookah pens, vaping, mod devices or any other simulating smoking device, with the exception of unfiltered cigars.

Post Event/Liability and Damages

- After the event, a post event walk-through will be performed. Village Staff will visually inspect the building immediately following the function with the Applicant or his/her authorized member of the group, if one is available. Staff will review the facility for possible damage or problems. Provided there are no deductions, a deposit refund requisition will be sent to the Finance Department and a check will be issued to the individual listed on the Facility Rental Agreement. This deposit refund process takes up to thirty (30) calendar days to process.
- If there are any deductions to the deposit, the Applicant will be contacted to discuss any damage noted during the walk-through or additional damage found, and what course of action will be taken. All Village Staff decisions on deposit refunds shall be final. Once the deductions have been made, a deposit refund requisition will be sent to the Finance Department and a check will be issued to the individual listed on the Facility Rental Agreement. This refund process and timing will vary depending upon the assessed damage and repairs.
- The Applicant shall be fully responsible for the replacement or repairs of any part of the buildings or its contents therein which become broken, defaced or damaged as a result of the rental. The Applicant shall leave the facility and its contents in the same condition in which the group found them. The Applicant is solely responsible and answerable for any and all accidents, damage, or injuries to persons or property resulting from use of the facility. The Applicant is solely responsible and answerable for any and all actions that arise from the event and the Applicant agrees to reimburse the Village for damages that exceed the Damage Security Deposit amount.

Insurance Requirements

- Agreements with caterers, entertainers, photographers and all other outside vendors are the responsibility of the facility rental Applicant. All vendors must be properly licensed and insured, and must provide proof of such. Insurance requirements are as follows:

| <u>Insurance Coverage Type</u> | <u>Limit of Liability Required</u> | |
|---|------------------------------------|-----------------------|
| Commercial General liability | Each Occurrence \$1,000,000 | Aggregate \$2,000,000 |
| Liquor Liability (required if liquor is served) | Each Occurrence \$1,000,000 | Aggregate \$2,000,000 |

BAL HARBOUR

- WATERFRONT PARK -

All insurance policies evidenced to the Village shall name the Village of Bal Harbour as an Additional Insured. Certificate Holder should read:

Bal Harbour Village
655 96 Street
Bal Harbour, FL 33154

Caterers utilizing the kitchen/prep area will be responsible for cleaning up (removal of all supplies, trash, prep counters and refrigerator if applicable) the area at the conclusion of the event. Deduction of the Damage Security Deposit will occur if the kitchen is not left clean or if there is damage to any of the area/equipment.

Permits

- Please note that Facility Rental Agreements are non-transferable and are valid only for the date/times specified within.

Violations

- Violations of any of these rules, in the Village's sole determination, by any Applicant, or Applicant's vendors, volunteers, group members, guests, representatives, employee or agents, shall subject the Applicant's Facility Rental Agreement and use or possession of the Village facility to immediate cancellation, ejection, and forfeiture of all monies paid.

Bal Harbour Waterfront Park Amenities

The Bal Harbour Waterfront Park consists of various areas that can be utilized for event, all of which have their own unique qualities and amenities.

Indoor Spaces

- **Emerald Room:** This 2,500 square foot room is equipped with two (2) fixed screens with projectors, one (1) 98" television display, along with built in sound system. Maximum capacity for the room is 355, with 110 for banquet-style seating, and 220 for theater-style seating. There is a warming kitchen available for use with the Emerald Room, with refrigerator, freezer, warming oven, and microwave.
- **Sapphire Room:** This 1,300 square foot room is equipped with one (1) fixed screen with projector, one (1) 98" television display, along with built-in sound system. Maximum capacity for the room is 195, with 50 for banquet-style seating, and 100 for theater-style seating.
- **Covered Terrace:** This 2,700 square foot outdoor covered space is equipped with built in sound system. Maximum capacity for the space is 394, with 50 for banquet-style seating. There is a warming kitchen available for use with the area, with refrigerator, freezer, warming oven, and microwave.
- **Outdoor Deck:** This 2,100 square foot outdoor open-air space provides beautiful views overlooking the intracoastal waterway. A portion of the deck can be rented for events.

Outdoor Spaces

- **Picnic Area:** We have two picnic benches available for your outdoor event, which can be reserved, through our rental system.
- **Basketball Court:** Approximately 85 feet x 55 feet.

BAL HARBOUR

- WATERFRONT PARK -

| Fee Type | Fee Structure |
|--|--|
| Indoor Rental, Emerald Room with Kitchen, Resident Cat 1 | \$2,500/5 hours; \$100 each addtl hour |
| Indoor Rental, Emerald Room with Kitchen, Resident Cat 2 | \$2,750/5 hours; \$100 each addtl hour |
| Indoor Rental, Emerald Room with Kitchen, Resident Cat 3 | \$3,100/5 hours; \$100 each addtl hour |
| Indoor Rental, Limited Edition Rental Package* | \$500/4 hours; \$75 each addtl hour |
| Indoor Rental, Sapphire Room, Resident Cat 1 | \$1,250/5 hours; \$50 each addtl hour |
| Indoor Rental, Sapphire Room, Resident Cat 2 | \$1,500/5 hours; \$50 each addtl hour |
| Indoor Rental, Sapphire Room, Resident Cat 3 | \$1,600/5 hours; \$50 each addtl hour |
| Indoor Rental, Covered Terrace, Resident Cat 1 | \$1,500/5 hours; \$50 each addtl hour |
| Indoor Rental, Covered Terrace, Resident Cat 2 | \$1,700/5 hours; \$50 each addtl hour |
| Indoor Rental, Covered Terrace, Resident Cat 3 | \$1,900/5 hours; \$50 each addtl hour |
| Indoor Rental, A/V Equipment Add-on | \$150.00 |
| Outdoor Rental, Picnic Tables (two, reserved) | \$50/hour |
| Outdoor Rental, Basketball Court | \$50/hour |
| Outdoor Rental, Security & Cleanup Deposit | \$500.00 |
| Indoor Rental, Security & Cleanup Deposit | \$1,000.00 |
| Overtime Staffing for Rentals | \$50.00/hour per staff person |
| Outdoor Rental, Tables, BHV Property | \$10.00 each |
| Outdoor Rental, Chairs, BHV Property | \$5.00 each |
| Indoor Rental, Tables, BHV Property | \$15.00 each |
| Indoor Rental, Chairs, BHV Property | \$7.50 each |

*To qualify for the *Limited Edition Rental Package*, the rental must meet the following requirements:

- No more than 50 attendees
- No vendors inside the facility. No caterer permitted on site for event.
- Rental must occur during daytime hours (9am – 4pm) inclusive of set up and break down.

Limited Edition Rental package price includes use of 4 event tables and 32 event chairs.

I HAVE RECEIVED, READ, AND UNDERSTAND THE ABOVE RULES AND REGULATIONS AND AGREE TO ABIDE BY ALL OF THE ABOVE.

Applicant Name (print): _____

Applicant Signature: _____ Date: _____

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: June 17, 2025

SUBJECT: **Discussion Update on Boats Near the Gated Community**

Please place an item on the June 17, 2025, Village Council Meeting Agenda for a discussion regarding an update on the boats near the gated community.

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: David Wolf, Councilman

DATE: June 17, 2025

SUBJECT: **Discussion Regarding Sandbar Noise and Boat Patrol Schedule**

Please place an item on the June 17, 2025, Village Council Meeting Agenda for a discussion regarding sandbar noise and the boat patrol schedule.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk 

DATE: June 10, 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 |
| | | |
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BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen *SLT*

DATE: June 17, 2025

RE: Monthly Report of Village Attorney for May 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 May 2025 (94), we completed our work for the May Council and LPA meeting agendas, attended those meetings, and began to review, advise, and prepare documents for agenda items for the June Council meeting. We attended the weekly staff meetings, and the monthly agenda review/after action meetings.

Specific additional matters included:

- We reviewed and analyzed amended and consolidated easements and associated agreements and related legal inquiries from staff, and attended meetings with client concerning OBH agreement related to seawall repair and jetty project. We conferred and analyzed an inquiry concerning cabanas.
- We reviewed correspondence and conferred with staff regarding code issues at the Manor. We reviewed a public records request, and conferred with staff and defense counsel concerning document production and public records issues.
- We reviewed and analyzed amendments to state law on certified recovery residences, in preparation for drafting an ordinance required by the new statute. We reviewed an amendment to state law affecting the Village's ability to regulate artificial turf and assisted with an LTC on this topic.
- We reviewed correspondence and documents, and drafted a response regarding We Care Program and Trespass policies. We reviewed correspondence from Police Chief and prepared a response concerning a legal update on the enforcement of illegal entry statutes. We conferred with Police Department staff concerning the IDI core agreement. We conferred with staff, reviewed a SAAS agreement, and drafted response.

- We reviewed and analyzed whether ATT could utilize grass area of utility easement within gated community for its improvements.
- We reviewed correspondence, and prepared and prepared a draft agreement with Prophecy CRE related to AI activities.
- We revised the participant waiver form for park activities.
- We continued to review and advise staff on the CM at risk procurement for the jetty project.
- We began to analyze inquiries related to the resolutions for the solid waste and security/landscaping assessments, and advised on the solid waste agreement. We reviewed and responded to correspondence concerning the posting of budget hearing notice on websites.

Additional Services

For the Security/Landscaping Assessment matter, we reviewed and responded to comments from ORNA's legal counsel and from Village staff regarding the security agreement approved by Council, conferred with staff, and reviewed and executed the Agreement.

For the Dade County PBA Collective Bargaining matter, we conferred with staff and developed strategy regarding a disciplinary matter; analyzed a resignation notice and related correspondence; conferred with legal counsel concerning resolution of longevity pay grievance; and reviewed and responded to correspondence concerning continued collective bargaining.

For the Bal Harbour Shops (Live Local Act) matter, we analyzed impact of proposed state legislation on project; conferred with litigators and Village concerning FLUEDRA strategy; conferred with litigators and staff concerning potential mediation.