

# BAL HARBOUR

- VILLAGE -

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

July 15, 2025

At 6:30 PM

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

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*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](mailto: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** Recognition of the Letter of Friendship Between Bal Harbour Village and Majdal Shams
- PA2** Florida Legislative Session Recap Presentation
- PA3** Florida Department of Transportation Presentation
- PA4** Tourism and Resort Tax Overview Presentation  
[Tourism & Resort Tax Overview ADA.pdf](#)
- PA5** Parks and Recreation Month Proclamation and Presentation  
[Recreation, Arts, & Culture Overview ADA.pdf](#)

### CONSENT AGENDA

### C6 - COUNCIL MINUTES

- C6A** Bal Harbour Village Council Meeting Minutes - June 17, 2025  
[VillageCouncil-RegularCouncilMeetingMinutes\\_JUNE17\\_2025.pdf](#)

## **C7 - CONSENT AGENDA RESOLUTIONS**

### **C7A** Authorizing Statewide Mutual Aid Agreement for Emergencies

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE BAL HARBOUR POLICE DEPARTMENT TO ENTER INTO A STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO SIGN FUTURE MUTUAL AID AGREEMENTS WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Statewide Mutual Aid Agreement ADA.pdf](#) [Memorandum - Statewide Mutual Aid Agreement ADA.pdf](#)

[Resolution - Statewide Mutual Aid Agreement ADA.pdf](#) [Attachment - Statewide Mutual Aid Agreement ADA.pdf](#)

### **C7B** Authorizing Design Revisions for Stormwater Pump Station

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ADDITIONAL SERVICES AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., (CMA) FOR THE PROVISION OF PROFESSIONAL ENGINEERING, SERVICES FOR THE STORMWATER CONNECTIVITY IMPROVEMENTS AND ASSOCIATED WORK RELATED TO THE UTILITIES INFRASTRUCTURE IMPROVEMENTS PROJECT PHASES 5(B), 5(C) BAL BAY DRIVE STORM WATER CONNECTIVITY AND STORMWATER PUMP STATION REHABILITATION, AS SPECIFIED WITHIN CMA PROPOSAL NO. P19.453.004AS07 IN THE AMOUNT NOT TO EXCEED FORTY FOUR THOUSAND NINE HUNDRED TWENTY DOLLARS (\$44,920) DOLLARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Additional Services Agreement CMA 5b 5c SW Pump Station ADA.pdf](#) [Memorandum - Additional Services Agreement CMA 5b 5c SW Pump Station ADA.pdf](#) [Resolution - Additional Services Agreement CMA 5b 5c SW Pump Station ADA.pdf](#) [Attachment - CMA Additional Services Proposal No. P19.453.004AS07 ADA.pdf](#) [Attachment - Agreement-CMA UIIP Phase 7 SW Pump Station Improvements ADA.pdf](#)

### **C7C** Approval of a Unity of Title to Combine Units 807 and 809 at 10295 Collins Avenue

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIALS APPROVAL OF THE UNITY OF TITLE SUBMITTED BY BH ELENA LP; TO COMBINE UNITS 807 AND 809 LOCATED IN THE OCEAN FRONT DISTRICT AT 10295 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

[Item Summary - Unity of Title 10295 Collins Ave Units 807 & 809 ADA.pdf](#) [Memorandum - Unity of Title 10295 Collins Ave Units 807 & 809 ADA.pdf](#) [Resolution - Unity of Title 10295 Collins Ave Units 807 & 809 ADA.pdf](#) [Attachment - Unity of Title ADA.pdf](#)

[Attachment - Property Appraiser 10295 Collins Ave 807 ADA.pdf](#) [Attachment - Property Appraiser 10295 collins Ave 809 ADA.pdf](#) [Attachment - Letter Requesting UOT ADA.pdf](#) [Attachment - Confirmation Letter ADA.pdf](#)

## **R5 - ORDINANCES**

### **R5A** Business Tax Receipt Rates (Second 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](#)

[Business Impact Statement - Local Business Tax Rate ADA.pdf](#)

## **R7 - RESOLUTIONS**

### **R7A** FY 2025-26 Tentative Millage Rate

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME, AND PLACE FOR THE FIRST BUDGET HEARING FOR FISCAL YEAR 2025-26; AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Tentative Millage ADA.pdf](#)

[Memorandum - Tentative Millage ADA.pdf](#)

[Resolution - Tentative Millage ADA.pdf](#)

### **R7B** Gated Community Construction Liaison

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO HIRE A CONSTRUCTION OPERATIONS LIAISON THROUGH ITS EXISTING PROFESSIONAL SERVICES AGREEMENT WITH INSPIREME CONSULTING, LLC. AT AN ANNUAL COST OF EIGHTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$87,457), AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR COSTS INCURRED IN CONNECTION WITH SERVICES RENDERED PROVIDED SUCH COSTS ARE APPROPRIATE AND SEPARATELY INVOICED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Gated Community Construction Liaison ADA.pdf](#) [Memorandum - Gated Community Construction Liaison ADA.pdf](#) [Resolution - Gated Community Construction Liaison ADA.pdf](#) [Attachment - InspireMe Consulting Proposal ADA.pdf](#)

[Attachment - Sept 2023 Memo Property Manager Agreement BHCA ADA.pdf](#) [Attachment - Property Management Service Agreement Fully Executed ADA.pdf](#)

**R7C** Construction Shuttle Services for the Gated Community

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE BAL HARBOUR CIVIC ASSOCIATION AND CHARTER UP, LLC. TO PROVIDE SHUTTLE SERVICES FOR THE TRANSPORT OF PRIVATE CONSTRUCTION PERSONNEL TO VARIOUS ACTIVE CONSTRUCTION SITES WITHIN THE GATED COMMUNITY, IN THE ANNUAL AMOUNT OF ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000); AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR APPROPRIATE COSTS INCURRED IN CONNECTION WITH THE SERVICES RENDERED; SUBJECT TO ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - BHCA Construction Shuttle Services ADA.pdf](#) [Memorandum - BHCA Construction Shuttle Services ADA.pdf](#) [Resolution - BHCA Construction Shuttle Services ADA.pdf](#) [Attachment - BHCA Shuttle Proposals ADA.pdf](#)

**R7D** Construction Agreement with MTX for Stormwater Pump Station

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT WITH MTX GROUP ONE LLC., FOR THE STORMWATER PUMP STATION NO. 2 REHABILITATION AND UPGRADES AND ASSOCIATED DRAINAGE SYSTEM IMPROVEMENTS; IN THE AMOUNT NOT TO EXCEED SEVEN MILLION THREE HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS (\$7,322,417), INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF SIX HUNDRED SIXTY FIVE THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS (\$665,675); ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Agreement with MTX for Stormwater Pump Station ADA.pdf](#) [Memorandum - Agreement with MTX for Stormwater Pump Station ADA.pdf](#) [Resolution - Agreement with MTX for Stormwater Pump Station ADA.pdf](#) [Attachment - MTX Proposal Package ADA.pdf](#)  
[Attachment - MTX Price Sheets combined - Exhibit B ADA.pdf](#) [Attachment - UIIP Project Phase Diagram ADA.pdf](#)  
[Attachment - Agreement MTX SW Station No 2 Improvements ADA.pdf](#)

**R7E** Ratify Collective Bargaining Agreement FY 2025-2027

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION [POLICE OFFICERS, SERGEANTS AND DETECTIVES] AND BAL HARBOUR VILLAGE, IN EFFECT FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Collective Bargaining Agreement FY 2025-2027 ADA.pdf](#) [Memorandum - Collective Bargaining Agreement FY 2025-2027 ADA.pdf](#) [Resolution - Collective Bargaining Agreement FY 2025-2027 ADA.pdf](#) [Attachment - Final Tentative CBA 7-7-25 ADA.pdf](#)



## **R9 - NEW BUSINESS AND COUNCIL DISCUSSION**

- R9A** Discussion Item - Apartment Hotel Review under Existing Code - Village Manager Jorge M. Gonzalez  
[Apartment Hotel Review Under Existing Code - Village Manager Jorge M. Gonzalez ADA.pdf](#)

## **R9B - PUBLIC COMMENT**

## **R10 - VILLAGE MANAGER REPORT**

## **R11 - VILLAGE CLERK REPORT**

- R11A.** Lobbyist Report  
[R11A1\\_Lobbyist Registration Report as of July8\\_2025.pdf](#)

## **R12 - VILLAGE ATTORNEY REPORT**

- R12A.** Village Attorney Report  
[Monthly Attorney Report June 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.





# TOURISM AND RESORT TAX OVERVIEW

October 2024 – June 2025

BAL  
HARBOUR  
- VILLAGE -

# BAL HARBOUR EXPERIENCE

## Beautiful Environment

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Fusing casual elegance with tranquil coastal living presented through the lens of secluded beaches, lush landscaping, serene public spaces, well detailed sidewalks and rights of way, and jogging paths incorporated into the native environment. These signature amenities reflect the maintenance standards the community expects, and sets the tone which visitors will immediately recognize upon arriving in Bal Harbour, and long to return to once gone.

## Unique & Elegant

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Residents and guests balance sun and sea drenched escapes with our curated events designed for discerning connoisseurs of all ages. Creative public art features, our acclaimed Museum Access Program featuring curated tours, culinary festivals, movies under the stars, and excursions to limited engagement events set our enclave apart in delivering a tranquil and refined lifestyle.

## Destination & Amenities

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Elevated experiences and unhurried bliss are the distinctive hallmarks of our Village delivered through exquisite luxury hotels, inspiring culinary selections, and celebrated high-end boutiques and shopping. A waterfront park and iconic Jetty will soon add to the lure of our breathtaking setting.

## Safety

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Anchored by our focus on a Community Policing model, where our officers are staffed, trained and motivated to provide excellent service and safety to our residents and guests in a pleasant, engaging, and friendly manner. The visible presence of our officers, investment in state-of-the-art technology and incorporation of innovative policing strategies ensure that our community remains safe at all times, as well as a recognized leader and model in public safety.

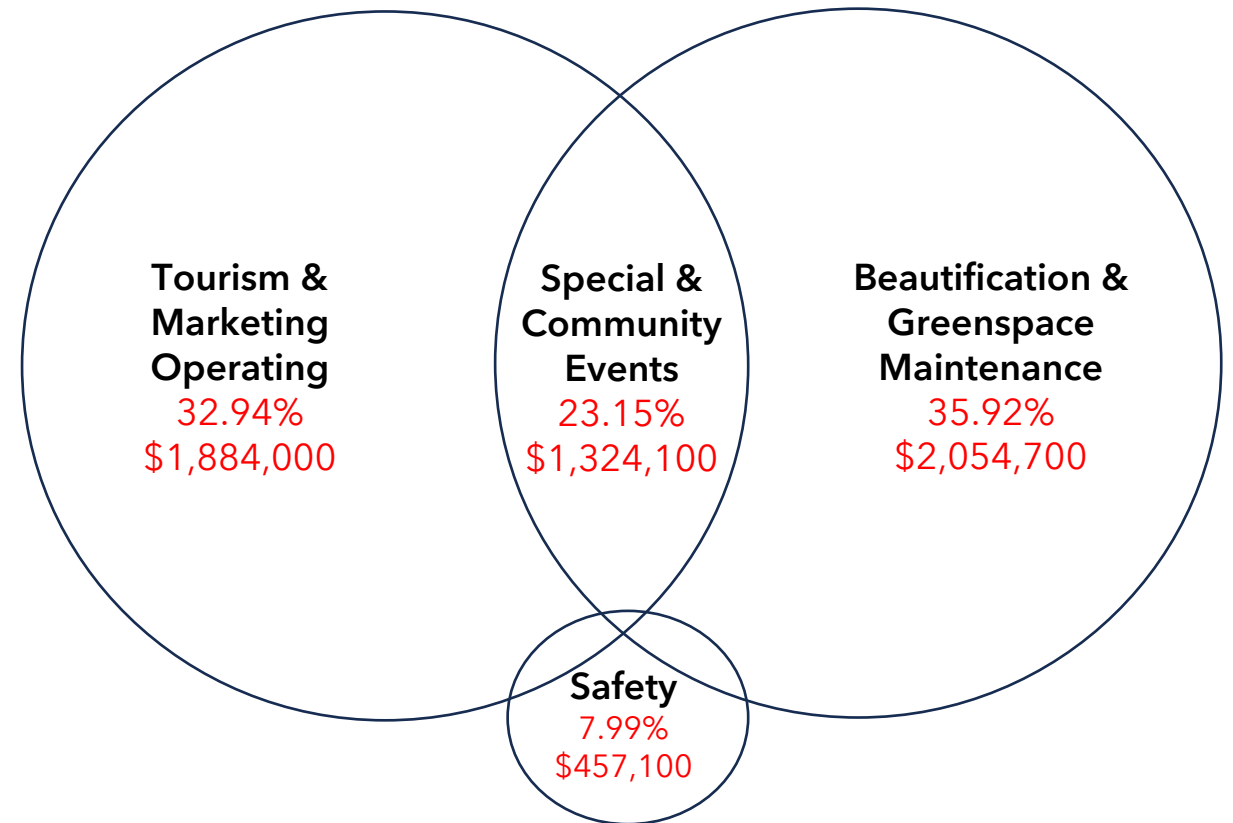
# RESORT TAX BUDGET

## FISCAL YEAR 2025

### Bal Harbour Resort Tax Budget FY 2024-2025 (October 1, 2024 - September 30, 2025)

Position Bal Harbour Village as a premier luxury and lifestyle destination worldwide, and contribute to the Bal Harbour Experience thru focusing on:

- ***Strengthening Brand Awareness and Demand***
  - Generate Public Relations / Media worthy activations
  - Establish and annualize programs and events
- ***Generating Business for our Partners***
  - Cultivate, Nurture and Expand key relationships
- ***Preserving Beautification and Safety***
  - Ensure a luxury quality experience for visitors and residents



Total = \$5,719,900

# Resort Tax Revenue Collections

REVENUE	FY20	FY21	FY22	FY23	FY24	FY25	\$ Change FY24 to FY25	% Change FY24 to FY25
October	245,321	194,121	337,746	387,400	364,360	406,130	41,770	11%
November	330,479	233,174	461,760	465,561	465,312	472,034	6,722	1%
December	580,196	432,757	742,433	667,331	709,829	678,247	(31,582)	-4%
January	508,538	454,324	640,444	657,196	662,090	697,594	35,504	5%
February	512,148	472,196	715,657	689,437	676,200	687,220	11,019	2%
March	175,008	671,474	712,179	687,425	713,935	696,331	(17,604)	-2%
April	10,651	581,267	623,752	586,107	553,090	576,311	23,221	4%
May	28,677	474,867	472,590	466,834	473,301	476,594	3,293	1%
June	86,726	410,188	349,474	317,714	308,529			
July	90,509	371,382	351,941	411,805	394,514			
August	106,809	275,196	315,996	321,222	298,731			
September	131,055	247,088	246,404	279,588	254,263			
<b>FY TOTAL</b>	<b>2,806,119</b>	<b>4,818,033</b>	<b>5,970,374</b>	<b>5,937,622</b>	<b>5,874,154</b>			
<b>FY Subtotal (Oct. - May.)</b>	<b>2,391,019</b>	<b>3,514,180</b>	<b>4,706,559</b>	<b>4,607,292</b>	<b>4,618,117</b>	<b>4,690,460</b>	<b>72,343</b>	<b>2%</b>

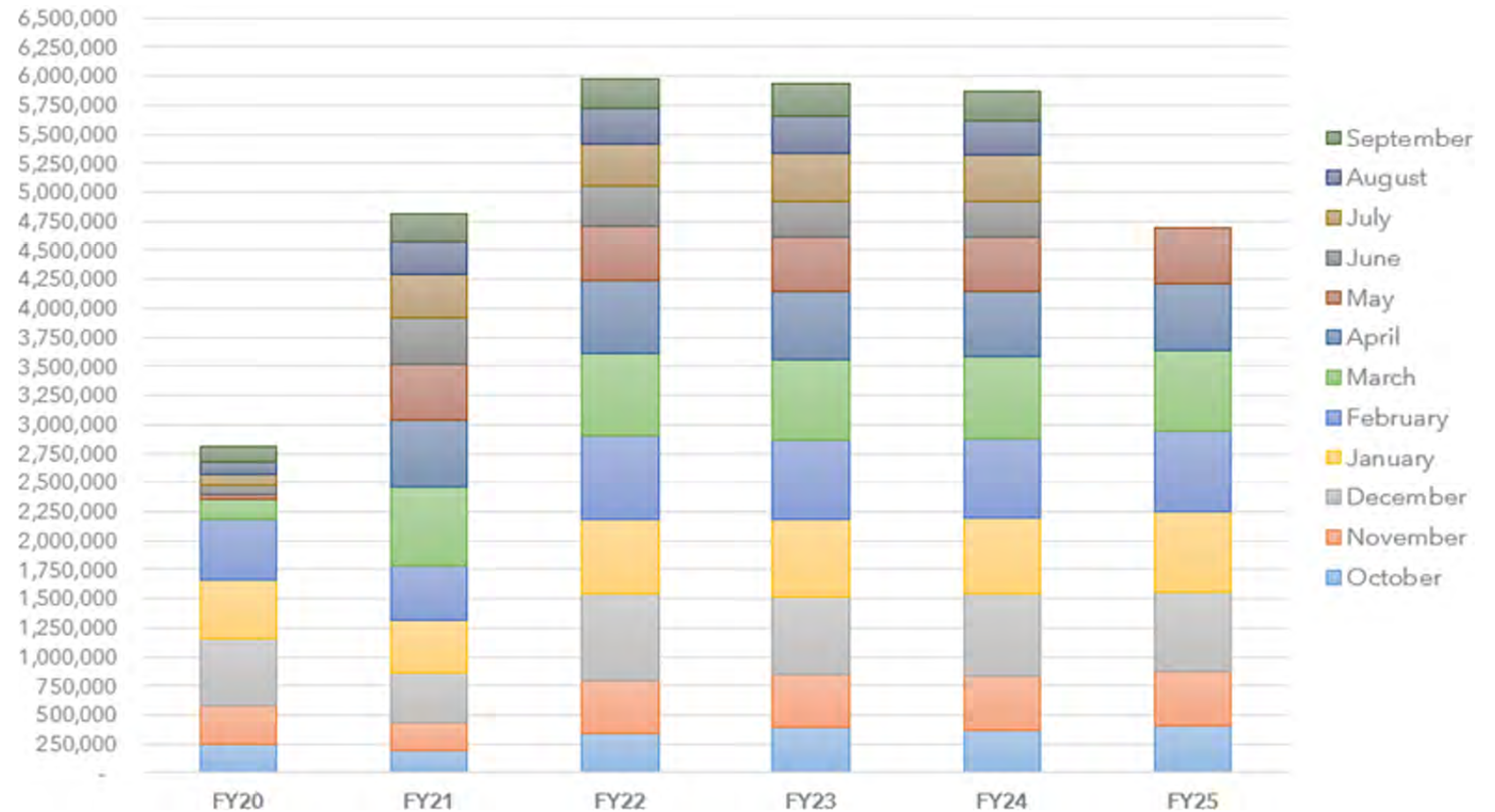
Village Record

Second Highest

Third Highest



# Resort Tax Revenue Collections

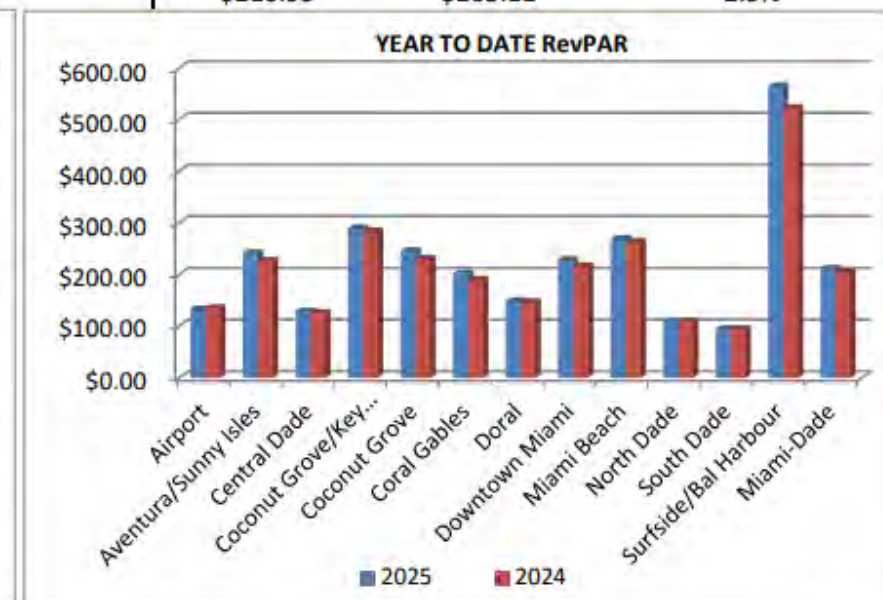
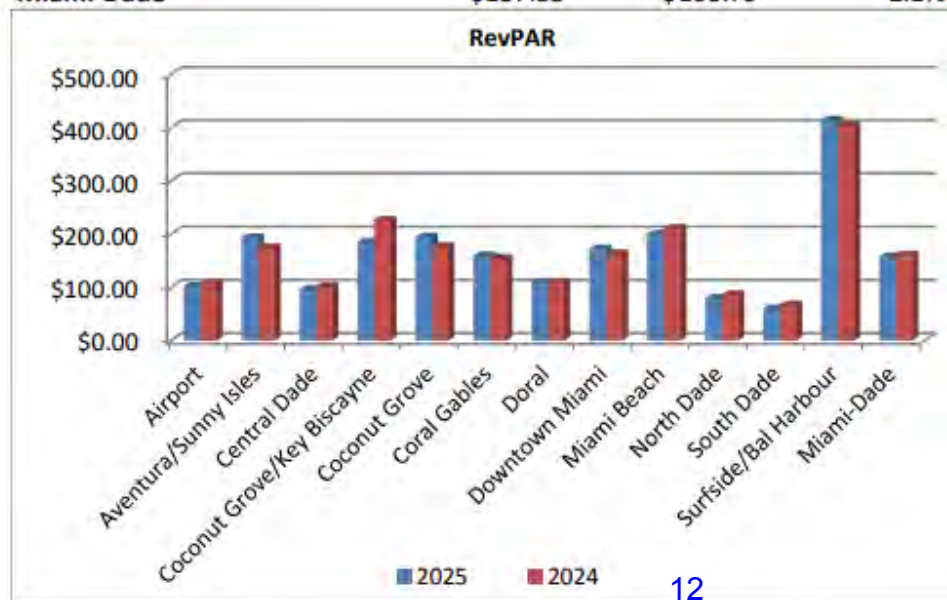




# GREATER MIAMI CONVENTION AND VISITORS BUREAU

## MIAMI-DADE RevPAR BY REGION

	<u>May</u>			<u>YEAR TO DATE</u>		
	<u>2025</u>	<u>2024</u>	<u>% Change</u> <u>25 vs 24</u>	<u>2025</u>	<u>2024</u>	<u>% Change</u> <u>25 vs 24</u>
Airport	\$102.44	\$108.50	-5.6%	\$132.54	\$134.76	-1.6%
Aventura/Sunny Isles	\$192.91	\$174.54	10.5%	\$241.30	\$226.77	6.4%
Central Dade	\$95.71	\$101.76	-5.9%	\$128.46	\$125.38	2.5%
Coconut Grove/Key Biscayne	\$184.57	\$225.94	-18.3%	\$289.36	\$283.86	1.9%
Coconut Grove	\$194.18	\$176.45	10.0%	\$245.40	\$230.32	6.5%
Coral Gables	\$159.05	\$154.20	3.1%	\$201.59	\$189.87	6.2%
Doral	\$109.61	\$109.18	0.4%	\$148.42	\$146.46	1.3%
Downtown Miami	\$171.78	\$162.78	5.5%	\$228.44	\$215.85	5.8%
Miami Beach	\$199.47	\$210.86	-5.4%	\$268.77	\$263.02	2.2%
North Dade	\$79.60	\$86.20	-7.7%	\$109.27	\$109.52	-0.2%
South Dade	\$59.52	\$66.72	-10.8%	\$94.32	\$94.14	0.2%
Surfside/Bal Harbour	\$414.05	\$403.56	2.6%	\$564.18	\$521.93	8.1%
Miami-Dade	\$157.35	\$160.79	-2.1%	\$210.99	\$205.11	2.9%

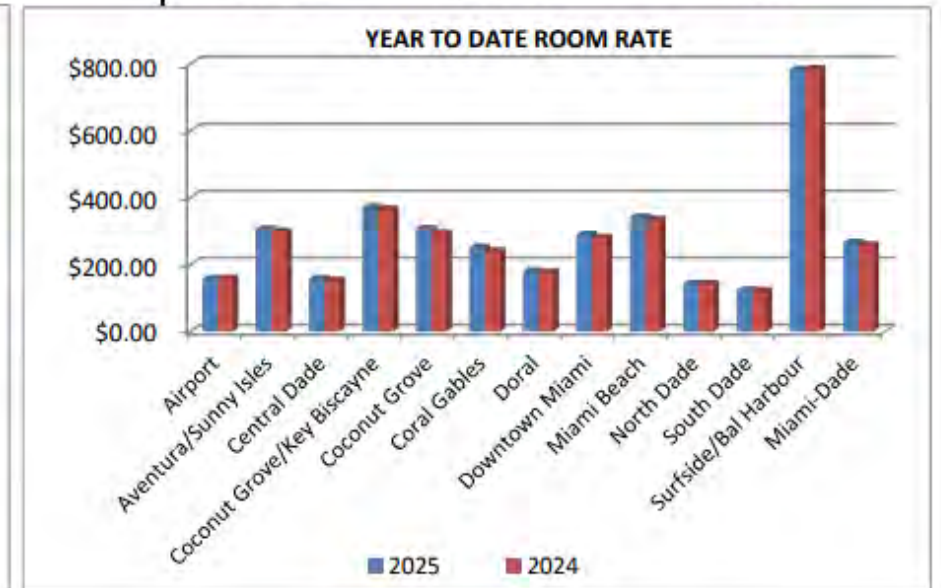
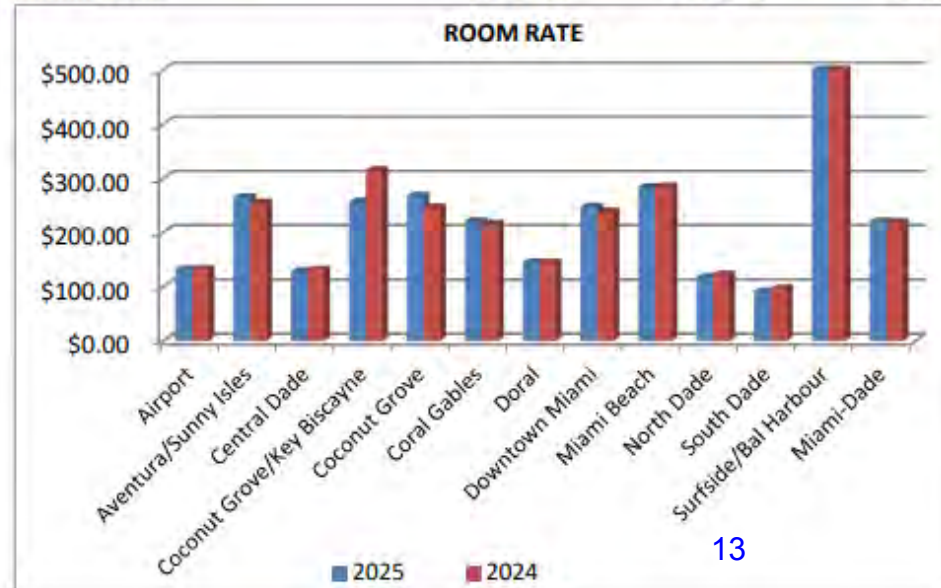




# GREATER MIAMI CONVENTION AND VISITORS BUREAU

## MIAMI-DADE ROOM RATE BY REGION

	<u>May</u>			<u>YEAR TO DATE</u>		
	<u>2025</u>	<u>2024</u>	<u>% Change</u> <u>25 vs 24</u>	<u>2025</u>	<u>2024</u>	<u>% Change</u> <u>25 vs 24</u>
Airport	\$131.50	\$131.95	-0.3%	\$156.73	\$156.94	-0.1%
Aventura/Sunny Isles	\$264.63	\$254.58	4.0%	\$304.80	\$296.58	2.8%
Central Dade	\$128.19	\$131.22	-2.3%	\$156.64	\$151.45	3.4%
Coconut Grove/Key Biscayne	\$256.12	\$314.52	-18.6%	\$369.17	\$364.56	1.3%
Coconut Grove	\$267.31	\$246.00	8.7%	\$306.11	\$291.34	5.1%
Coral Gables	\$220.50	\$215.53	2.3%	\$249.68	\$239.34	4.3%
Doral	\$144.48	\$143.71	0.5%	\$178.67	\$176.60	1.2%
Downtown Miami	\$247.05	\$238.29	3.7%	\$288.16	\$279.22	3.2%
Miami Beach	\$283.40	\$284.58	-0.4%	\$340.34	\$333.82	2.0%
North Dade	\$117.12	\$122.10	-4.1%	\$142.10	\$142.05	0.0%
South Dade	\$91.18	\$96.51	-5.5%	\$122.28	\$120.11	1.8%
Surfside/Bal Harbour	\$671.09	\$651.35	3.0%	\$780.84	\$783.58	-0.4%
Miami-Dade	\$219.86	\$218.78	0.5%	\$263.94	\$257.73	2.4%

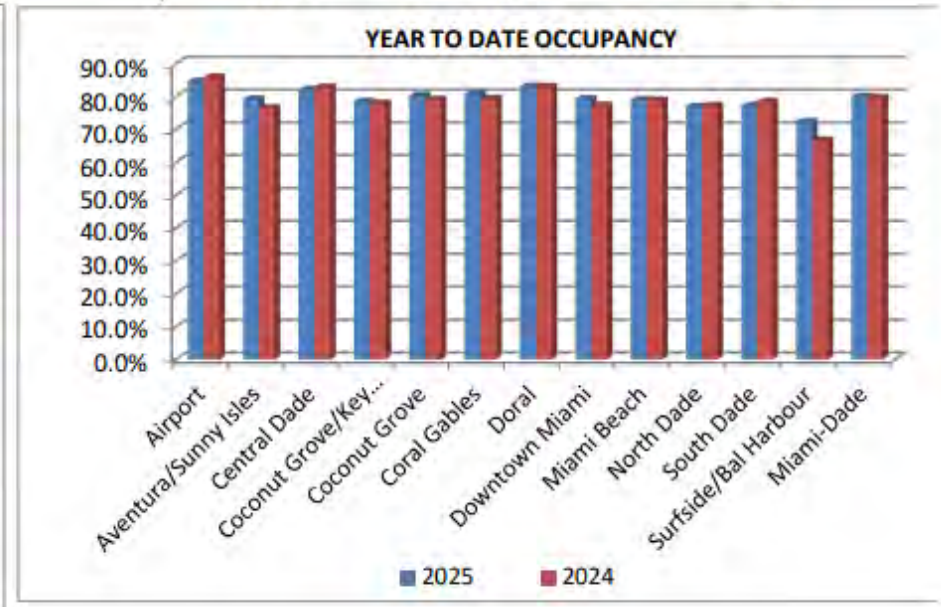
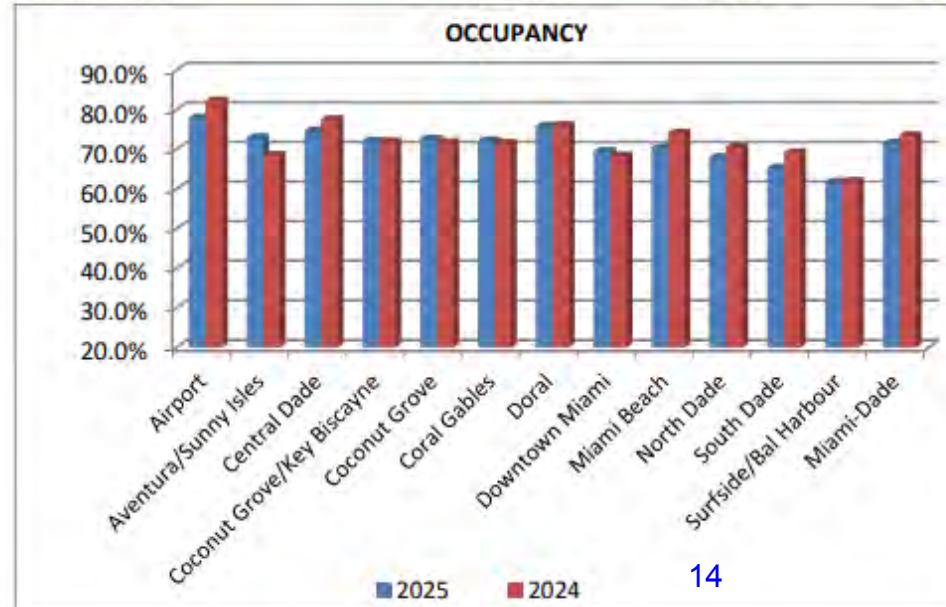




# GREATER MIAMI CONVENTION AND VISITORS BUREAU

## MIAMI-DADE OCCUPANCY BY REGION

	May			YEAR TO DATE		
	2025	2024	% Change 25 vs 24	2025	2024	% Change 25 vs 24
Airport	77.9%	82.2%	-5.3%	84.6%	85.9%	-1.5%
Aventura/Sunny Isles	72.9%	68.6%	6.3%	79.2%	76.5%	3.5%
Central Dade	74.7%	77.5%	-3.7%	82.0%	82.8%	-0.9%
Coconut Grove/Key Biscayne	72.1%	71.8%	0.3%	78.4%	77.9%	0.7%
Coconut Grove	72.6%	71.7%	1.3%	80.2%	79.1%	1.4%
Coral Gables	72.1%	71.5%	0.8%	80.7%	79.3%	1.8%
Doral	75.9%	76.0%	-0.1%	83.1%	82.9%	0.2%
Downtown Miami	69.5%	68.3%	1.8%	79.3%	77.3%	2.5%
Miami Beach	70.4%	74.1%	-5.0%	79.0%	78.8%	0.2%
North Dade	68.0%	70.6%	-3.7%	76.9%	77.1%	-0.3%
South Dade	65.3%	69.1%	-5.6%	77.1%	78.4%	-1.6%
Surfside/Bal Harbour	61.7%	62.0%	-0.4%	72.3%	66.6%	8.5%
Miami-Dade	71.6%	73.5%	-2.6%	79.9%	79.6%	0.4%



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# Tourism Strategic Plan

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In June 2024, the Village Council approved the Tourism Strategic Plan developed by EY for Bal Harbour Village which included a focus on the following recommendations to focus on in FY 2025 and beyond:

1. Tourism Partnerships
2. Tourism Data Analytics
3. Tourism Operations and Marketing
4. Experiential Facilitation and Development
5. Event Facilitation and Development
6. Tourism Product



# Strategic Plan Updates

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- Tourism Partnerships – Sister Cities with Hof HaCarmel + Ongoing Partnership with the GMCVB on UK & France
- Data Analytics – contracted with Tourism Economics in December 2024
- Tourism Operations & Marketing – enhanced digital marketing campaign + focus on new key markets
- Experiential Facilitation + Development – Hotel GM's, Marketing Reps engagement
- Event Facilitation + Development – update on events in Bal Harbour Village

# SISTER CITY TRIP - HOF HACARMEL, ISRAEL



- Bal Harbour Village's first Sister City which expands our global partnership and tourism opportunities with Israel
- Future opportunities could be with cities in UK, France & Italy





## Greater Miami Conventions & Visitors Bureau (GMCVB) Partnership: UK & France

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- Hosted first-ever influencer trip to Bal Harbour from UK
- UK media Fam Trip in September 2025
- Negotiating Branded media content in UK Market
- Hosted a Luxe French Media group in May 2025
- French Vintage Fair in Bal Harbour in November 2025



# Event in Bal Harbour with the GMCVB

## LE MIAMI DINNER - May 18, 2025





# Event in Bal Harbour with the GMCVB

## LE MIAMI DINNER - May 18, 2025



# Summer '25 Strategy

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## **Engage with Shade PR Group to support hotels & restaurants**

- Bal Harbour Summer Dinning Series
- Influencer-Led Summer Guides
- Collaborative Brand Experiences
- Concierge Program

## **Editorial and Storytelling Focus**

- Where Locals Dine in Bal Harbour this Summer
- Luxury Without Leaving Miami



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# Fam Trips '25

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- Argentina: July 8 - July 12
- Brazil: July 15 - July 19
- Mexico: August 4 - August 7
- UK: September 11 - September 14
- France: November

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# Event Facilitation + Development

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- Overview of events in FY 25 (RAC Update)
- Opportunities in FY 26:
  - Focus on major sporting events in Miami:
    - National College Football Championship Game (January 19, 2026)
    - Miami Open (March 15-29, 2026)
    - Formula 1 (May 1-3, 2026)
    - FIFA World Cup (June 15-30, 2026)
  - USA's 250<sup>th</sup> Anniversary (July 4, 2026)
  - Art in Public Places Update
  - Fleurs de Ville

# BAL HARBOUR TOURISM WEBSITE

## Activity indicators

Total users

184,005

↑ 2.2%

Sessions

226,093

↑ 5.5%

Views

325,128

↑ 3.2%

## Website user sources



# SOCIAL MEDIA

Following and engagements summary, and top performing posts

Followers

109,108

↑ 56.4%

Likes

129,052

↑ 3.4%

Comments

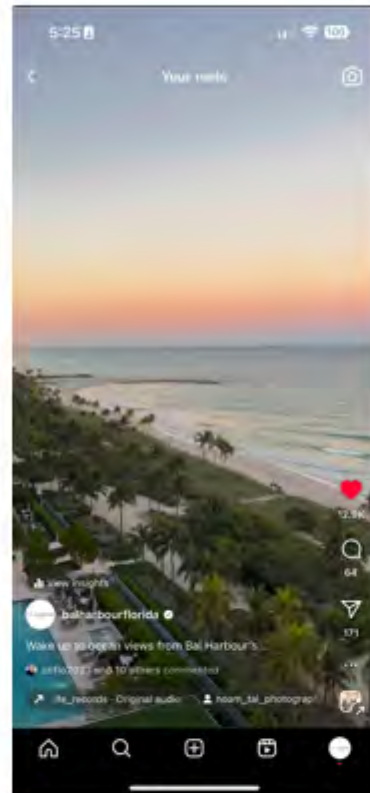
1,415

↑ 3.2%

Views

10,081,437

↓ -15.4%



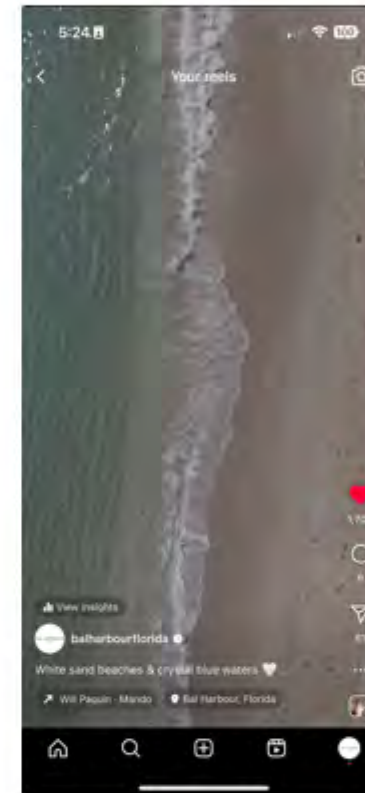
Views: 327,685

Likes: 12,926



Views: 650,334

Likes: 6,166



Views: 1,386,465

Likes: 1,709



Views: 555,001

Likes: 3,199



# ADVERTISING

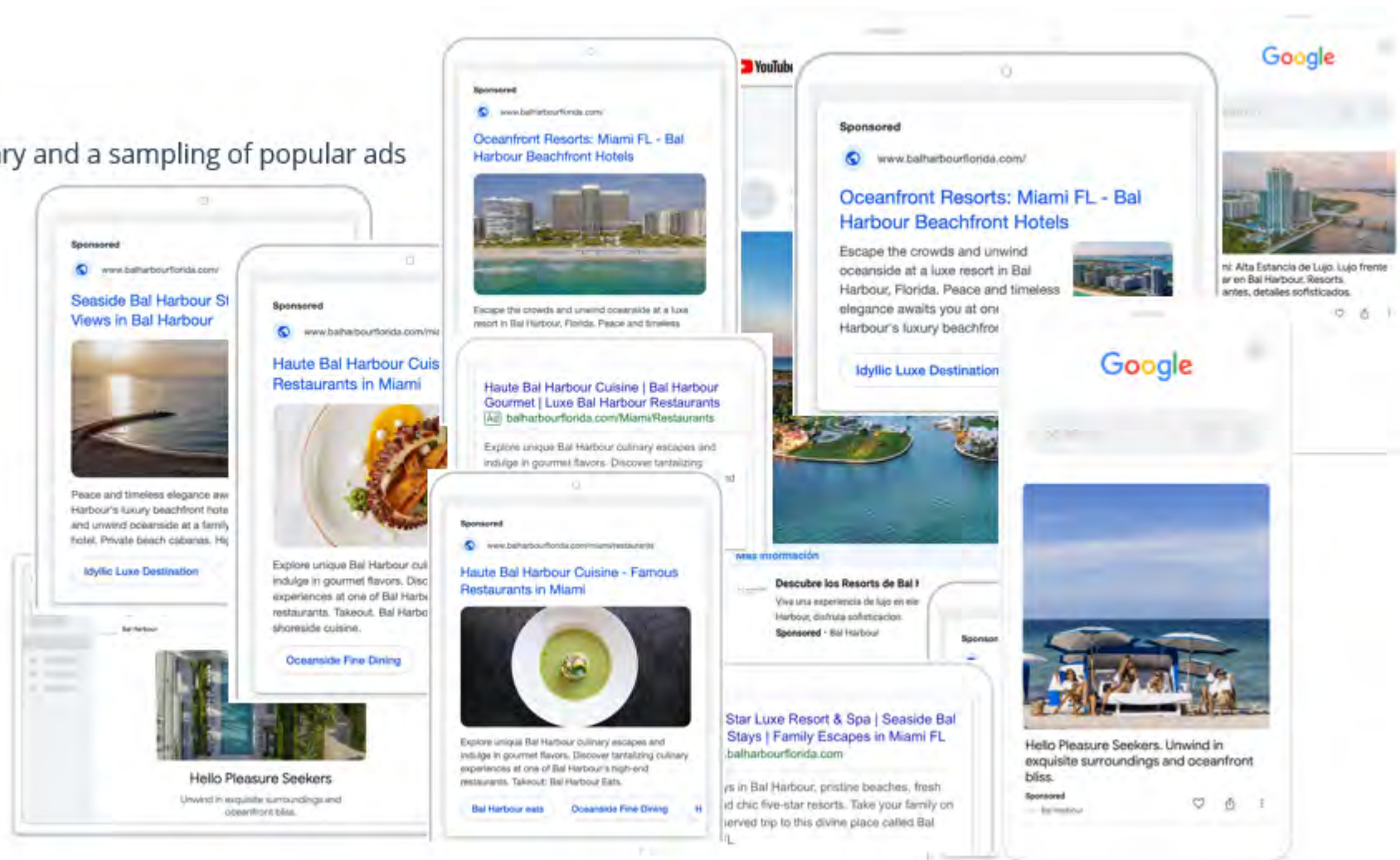
Performance summary and a sampling of popular ads

Clicks  
140,816

International  
Clicks  
14,174

Impressions  
3,514,011

International  
Impressions  
697,322



# REPS EARNED MEDIA UPDATE

## FY 2025 YTD EARNED MEDIA RESULTS

Total YTD 2025 Earned media\$\$

Mexico  
ACCOMS LATAM

### YEAR TO DATE FY 2025 --MEXICO

#### PRINT

Circulation/UVM: 3,053,754

**AD VALUE: \$42,017.79**

#### DIGITAL

Circulation/UVM: 9,462,078

**AD VALUE: \$95,641.72**

#### TOTAL AD VALUE:

**\$137,659.51**

#### SOCIAL MEDIA

Reach: 58,105,923

\*

Brazil  
Flavia Pacheco

### YEAR TO DATE FY 2025 --BRAZIL

#### PRINT

Circulation/UVM: 92,000

**AD VALUE: \$26,703.73**

#### DIGITAL

Circulation/UVM: 4,556,940

**AD VALUE: \$232,901.54**

#### TOTAL AD VALUE:

**\$259,605.27**

#### SOCIAL MEDIA

Reach: 12,822,838

Argentina / Chile  
Carmen Florio

### YEAR TO DATE FY 2025 --ARGENTINA/CHILE

#### PRINT

Circulation/UVM: 1,256,000

#### TV COVERAGE

**AD VALUE: N/A**

#### DIGITAL

Circulation/UVM: 447,149,000

**TOTAL AD VALUE: \$721,682**

#### SOCIAL MEDIA

Reach: 9,305,396

**NOTE: Ad Value is not determined for Social Media Posts**

# MEDIA COVERAGE FOR BAL HARBOUR VILLAGE

- The following slides provide an overview of some of the top media hits for Bal Harbour Village's top markets for FY 2025 from October 2024 through June 2025

# MEDIA HITS MEXICO





# MEDIA HITS MEXICO

## TRAVEL+ LEISURE EN ESPAÑOL

### Cuatro hoteles para hospedarse en Bal Harbour, Miami

Explora cuatro hoteles en Bal Harbour, Miami, perfectos para quienes buscan comodidad, servicio premium y cercanía a las mejores playas

Por [Marilana García](#) | Publicado el 12 de octubre de 2024



#### St. Regis Bal Harbour Resort

El **St. Regis Bal Harbour Resort** ha mantenido su estatus de Hotel Cinco Estrellas Forbes y Cinco Diamantes AAA por noveno año consecutivo. Situado en la exclusiva aldea de Bal Harbour, este lujoso resort se encuentra justo al borde del Atlántico, a solo 15 minutos al norte de South Beach. Con 214 habitaciones que ofrecen impresionantes vistas al océano, el resort está directamente frente a los Bal Harbour Shops, uno de los destinos de compras más reconocidos del mundo.

Ubicado en la mejor dirección de Miami, en Collins Avenue, el St. Regis Bal Harbour está convenientemente cerca de los aeropuertos internacionales de Miami y Fort Lauderdale. El resort cuenta con tres torres de vidrio de 27 pisos sobre una extensa playa de arena blanca, ofreciendo suites con vistas al océano. Los huéspedes pueden disfrutar de elegantes habitaciones con ventanas de piso a techo, balcones privados amueblados, y una decoración que combina tonos neutros con texturas orgánicas y detalles marinos, reflejando la belleza natural del entorno.



#### The Ritz-Carlton Bal Harbour

Ubicado en un entorno privilegiado entre el Océano Atlántico y el canal Intracoastero, este hotel redefine el concepto de estancia de lujo. Cuenta con 93 habitaciones distribuidas en 18 pisos y ofrece un acceso exclusivo mediante un elevador semiprivado y entradas personales para garantizar la máxima privacidad.

Las suites están diseñadas y equipadas con cocinas gourmet, terrazas privadas con vistas al océano y bañeras independientes que invitan al descanso. La joya del lugar, la Suite Presidencial, cuenta con su propio cine privado y balcones panorámicos que ofrecen una vista inigualable del Atlántico.

**RELACIONADO:** [Cruceros de Miami a Bahamas: presupuesto, itinerario y qué llevar](#)



FOTO: CORTESÍA THE RITZ-CARLTON BAL HARBOUR

# MEDIA HITS MEXICO

## VOGUE25 MÉXICO Y LATINOAMÉRICA



### ESTILO DE VIDA Dónde comer en Miami, la Guía Vogue oficial de los mejores restaurantes

Una lista de recomendaciones para comer en Miami Beach y sus alrededores. Vogue prepara una selección de restaurantes clásicos que no debes perderte.

POR EIRE TAYLOR  
TRADUCIDO Y ADAPTADO POR RAMÓN BARBERO  
4 de noviembre de 2024

### #11 Makoto e en Bal Harbour

Situado en el exclusivo Bal Harbour Shops de Florida del Sur, Makoto es un restaurante de primera categoría famoso por su elegante y magistral de la cocina japonesa. El comedor atrae a las conversaciones con sus elementos luminosos y refrescantes, cortesía del diseño de India Mahdavi.

# FLEURS DE VILLES HIGHLIGHTS MEXICO



32



40

TOTAL POST

535,722

TRUE REACH

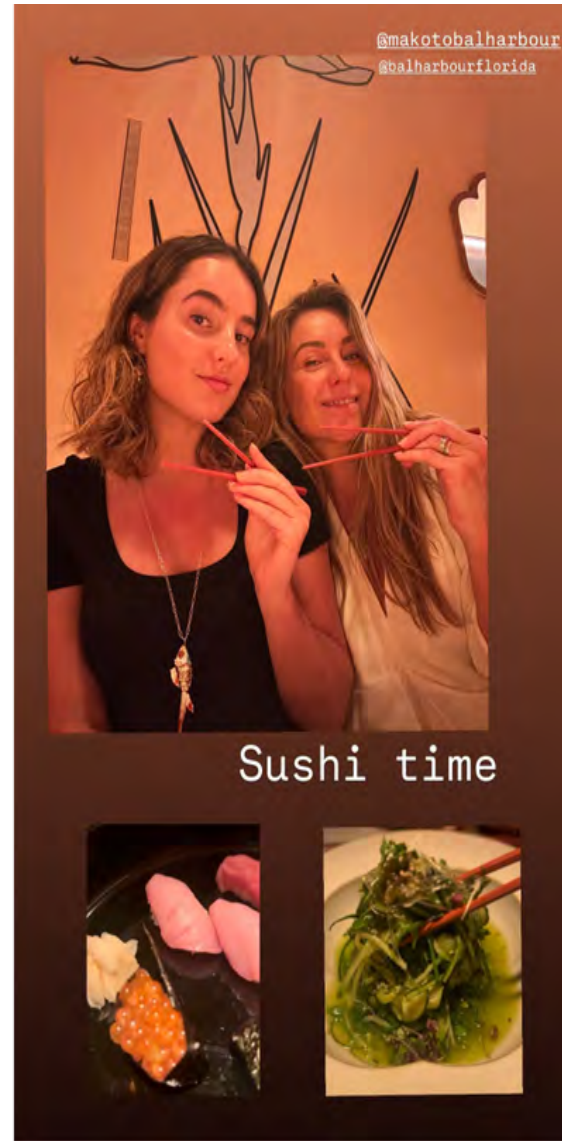
\$77,632

TOTAL AD VALUE USD

26



# FLEURS DE VILLES HIGHLIGHTS MEXICO





# MEDIA HITS ARGENTINA



**CONOCEDORES.COM**

La revista de viajes y lifestyle más leída en español

HOY | VIAJES

## REVIEW St. Regis Bal Harbour: mucho más que un hotel en Miami, un paraíso

UNA PRODUCCIÓN ORIGINAL DE CONOCEDORES



REDACCIÓN  
NORBERTO SICA

## St. Regis Bal Harbour

Los inicios del St. Regis Bal Harbour se remontan a 2012 cuando abrió la propiedad, que abarca un predio de 38 hectáreas, con más de 180 metros de acceso al mar.





# MEDIA HITS ARGENTINA



VIAJES

## ARTE FRENTE AL MAR

**BAL HARBOUR COMBINA LUJO Y ARTE** COMO NINGÚN OTRO DESTINO. CON PROGRAMAS CULTURALES ÚNICOS, **ACCESO A MUSEOS Y HOTELES** QUE DESLUMBRAN POR SU DISEÑO, ESTE ENCLAVE REDEFINE LA EXPERIENCIA DEL VIAJERO SOFISTICADO.



LOS HOTELES SON TAMBIÉN LUGARES REFLECTOS DE ARTE Y ARQUITECTURA DE VANGUARDIA.



**B**al Harbour no es solo un destino, es una experiencia donde el lujo y la creatividad se entrelazan. Reconocido internacionalmente por su elegancia, este rincón de Miami se ha transformado en un epicentro cultural al integrar un innovador programa de arte que permite a los visitantes hospedados en sus hoteles disfrutar de acceso gratuito a museos y galerías.

Cada rincón de Bal Harbour está adornado con piezas artísticas que enriquecen el paisaje, desde su senda peatonal junto al mar hasta los espacios públicos de parques y residencias. Este diálogo constante entre

arte y vida cotidiana crea un entorno único que invita a explorar, inspirar y soñar.

### PROGRAMAS DE ARTE Y LUJO EN PERFECTA ARMONÍA

El arte en Bal Harbour no solo se admira, también se vive. Su programación anual incluye visitas guiadas con curadores, charlas exclusivas con artistas y acceso a colecciones privadas. Esta oferta de nivel internacional conecta a aficionados y expertos, creando una experiencia que trasciende lo visual.

Hoteles emblemáticos como el St. Regis y The Ritz-Carlton elevan esta



EN EL PASEO DE LA PLAYA SORPRENDEN PIEZAS DE ARTE.



INSTALACIONES Y MUSEOS FORMAN PARTE DE LA EXPERIENCIA.



Fusión de arte y lujo. En el St. Regis, la galería Opera exhibe una colección rotativa de obras que transforman sus espacios en una galería viviente. Por otro lado, The Ritz-Carlton Bal Harbour alberga una colección contemporánea valorada en más de 3 millones de dólares, envolviendo a los huéspedes en un ambiente de elegancia artística.

### ART BASEL: LA GRAN CITA DEL ARTE

Durante la feria Art Basel, Bal Harbour se convierte en el epicentro cultural de Miami, ofreciendo experiencias exclusivas como acceso a ferias satélites y eventos privados. Este compromiso con el arte consolida al destino como una parada obligada para coleccionistas y amantes del arte de todo el mundo.

### HOTELES QUE SON OBRAS DE ARTE

**The Ritz-Carlton Bal Harbour**  
Ubicado en un entorno paradisíaco, The Ritz-Carlton Bal Harbour combina exclusividad y relajación. Con impresionantes vistas al océano Atlántico, este resort destaca por su diseño meticuloso y una colección artística que eleva la experiencia de lujo. Sus cabañas privadas, spa de clase mundial y suites amplias lo convierten en un refugio perfecto para desconectarse del mundo.



**The St. Regis Bal Harbour**  
El St. Regis es sinónimo de elegancia. Este hotel de cinco estrellas ofrece una experiencia que combina modernidad y tradición, desde rituales exclusivos como el sableado de champán hasta su galería Opera, que extiende su influencia artística a las calles de Bal Harbour. Cada habitación está diseñada para ofrecer vistas panorámicas al océano, creando un oasis de serenidad y sofisticación.

Bal Harbour no es solo lujo, es un encuentro con el arte, la cultura y la belleza. Ya sea explorando sus programas de arte, descansando en sus hoteles de ensueño o disfrutando de la feria Art Basel, este destino invita a vivir experiencias únicas que permanecerán en la memoria de quienes lo visitan. ■



# MEDIA HITS ARGENTINA



Hotelería

## BEACH HAUS: UN HOGAR ÚNICO EN BAL HARBOUR

Beach Haus Residences Bal Harbour brinda la posibilidad de disfrutar de la privacidad y exclusividad de Bal Harbour a través de sus amplios departamentos,...



Lifestyle

## BAL HARBOUR SHOPS LLEVA EL LUJO EN UN POP UP TOUR A DIFERENTES CIUDADES

¿Se imaginan al famoso centro comercial de gira por otras ciudades? Bal Harbour Shops, lanzó una nueva y emocionante iniciativa: Bal Harbour Shops Access...

36

# MUSTIQUE



Hotelería

## BEACH HAUS: UN HOGAR ÚNICO EN BAL HARBOUR

Beach Haus Residences Bal Harbour brinda la posibilidad de disfrutar de la privacidad y exclusividad de Bal Harbour a través de sus amplios departamentos,...

30

# MEDIA HITS CHILE





# MEDIA HITS CHILE

## LOS RESTAURANTES IMPERDIBLES DE BAL HARBOUR

### AVENUE 31 CAFÉ

Desde Miraflores hasta Bal Harbour, Avenue 31 Café combina glamour y autenticidad norteamericana. Su menú abarca desde postres franceses para el desayuno hasta platos italianos y un brunch increíble los fines de semana, todo servido en una terraza al aire libre.



### ARTISAN BEACH HOUSE AT THE RITZ-CARLTON

Este restaurante en el Ritz-Carlton Bal Harbour ofrece desayunos, almuerzos y cenas con una atmósfera sofisticada. Su carta incluye mariscos frescos y platos elaborados con ingredientes locales, en un ambiente elegante y acogedor.



### ATLANTIQUÓS AT ST. REGIS BAL HARBOUR

Inspirado en la mejor de Santorini, este restaurante de cocina griega en el St. Regis Bal Harbour Resort ofrece especialidades mediterráneas con vistas espectaculares al océano. Su ambiente temático y su buffet variado lo posicionan como uno de los favoritos en Miami.



### MAKOTO

El "must" de la escena culinaria de Miami. Situado en el tercer piso de Bal Harbour Shops, Makoto ofrece una sofisticada propuesta de cocina japonesa contemporánea. Su menú, cuidadosamente elaborado, fusiona sabores tradicionales con influencias globales, destacando sus sushis, sashimis y creaciones únicas. El ambiente, una mezcla de diseño moderno y elementos japoneses, es ideal para una velada inolvidable.



### LE ZOO

Con el encanto de una brasserie francesa clásica, Le Zoo transporta a los comensales al corazón de París y St. Tropez. Su menú celebra los sabores mediterráneos con una oferta que incluye mariscos frescos y platos tradicionales franceses. La decoración nostálgica y su carta de vinos y champañas lo convierten en un lugar vibrante y chic.

### HILLSTONE BAL HARBOUR

Para quienes buscan un go-to gourmet a los clásicos americanos, Hillstone es la elección ideal. Localizado en el segundo piso, este restaurante ofrece desde su famosa hamburguesa hasta ris y más, todo en un ambiente elegante y animado.

### CARPACCIO

El favorito de locales y visitantes. En el centro de Bal Harbour Shops, Carpaccio es el rincón perfecto para disfrutar de auténtica cocina italiana. Con un ambiente animado y un patio exterior ideal para ver y ser visto, este restaurante destaca por su amplia selección de pastas frescas, pizzas y su emblemático carpaccio.





# MEDIA HITS BRAZIL



A operação itinerante do Bal Harbour Shops nos EUA é um dos cases inovadores apresentados no "Retail Innovations 2025", vigésima edição do estudo realizado pelo Grupo Ebeltoft, consórcio de consultorias internacionais, que traz as principais inovações do varejo por todo o planeta.



Desde sua inauguração em 1994, o restaurante Carpaccio tornou-se um ícone da gastronomia italiana em Miami. Localizado no luxuoso Bal Harbour Shops, o restaurante atrai uma clientela diversificada, que vão desde celebridades até aficionados por alta culinária e, por isso, foi a estrela deste episódio especial do

GoWhere Visita





# MEDIA HITS BRAZIL

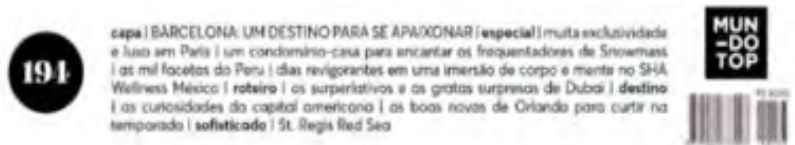
## Forbes



**Bal Harbour** Village é uma das áreas mais exclusivas da Flórida. Esse refúgio é conhecido pelos habitués brasileiros de Miami, como João Doria e Lala Rudge, que têm elegantes apartamentos na região. Além disso, é ponto de encontro para os brasileiros que desfrutam de seus hotéis e restaurantes cinco estrelas e, sobretudo, abriga o prestigiado **Bal Harbour** Shops, um shopping de dimensões modestas, mas repleto das marcas e restaurantes mais desejados do planeta.



# MEDIA HITS BRAZIL



capa | BARCELONA: UM DESTINO PARA SE APAIXONAR (especial) | muita exclusividade e luxo em Paris | um condomínio-casa para encantar os frequentadores de Snowmass | as mil facetas do Peru | dias revigorantes em uma imersão de corpo e mente no SHÅ Wellness México | roteiros | os superlativos e as gratas surpresas de Dubai | destino | as curiosidades da capital americana | as boas novas de Orlando para curtir na temporada | sofisticado | St. Regis Red Sea

## topdestinos



### Refúgio de Luxo em Miami

O distrito de Bal Harbour virou o queridinho dos brasileiros mais exigentes em Miami. Sempre com novidades, o local reafirma seu status como um dos pontos mais desejados da cidade

Por RENATA ZANONI

#### Bal Harbour Shops: Um ícone de Luxo

Famoso por suas lojas de grife e ambiente elegante, está passando por uma grande expansão. Novas marcas de prestígio estão se juntando ao já impressionante portfólio de boutiques, proporcionando aos visitantes uma experiência de compras ainda mais exclusiva. Além disso, eventos de moda e arte são frequentemente organizados, tornando o local um ponto de encontro cultural vibrante

#### Krigler: cheiro de tradição

Grace Kelly, Kate Middleton e outras personalidades do mundo estão entre as clientes da marca de fragrâncias artesanais de luxo Krigler. Fundada em 1904 por Albert Krigler, a marca de perfumes mantém agora uma loja no hotel The Ritz-Carlton Bal Harbour.



#### Carpaccio: um clássico que vale sua aposta

Destaque para a Carpaccio, que nunca decepciona. O menu do restaurante é um tributo à culinária italiana tradicional, com uma variedade de pratos que destacam ingredientes frescos e sabores autênticos. Desde antepastos e saladas até massas artesanais e pratos de carne, cada prato é preparado com atenção meticulosa aos detalhes. O carpaccio de carne, que dá nome ao restaurante, é uma escolha certa, assim como as pizzas finas e crocantes e as massas feitas na hora. Os pratos são fartos, ambiente acolhedor e o serviço é impecável. Reserve uma mesa na varanda para ver o vai e vem frenético logo na entrada do mar. **41** @carpacciobalharbour

#### Arte e Cultura à Beira-mar

Bal Harbour está se afirmando como um destino cultural, com uma série de iniciativas artísticas e eventos ao longo do ano. Além disso, Quem está hospedado por lá tem acesso ao cartão e programa Unscripted Bal Harbour Art Access, que foi criado há 15 anos e garante o acesso exclusivo e gratuito a diversos museus, como o Frost Museum, The Bass, entre outros. Vale conhecer também o parque e espaço de eventos Bal Harbour Waterfront Park, com áreas para futebol e frisbee, jardins para caminhadas, espaços de meditação e um parquinho.

+infos:  
balharbourflorida.com





# MEDIA HITS BRAZIL

## Forbes

### Bal Harbour Celebra a Art Basel com Arte, Moda e Experiências Exclusivas

Com exposições, ativações de marcas icônicas e acesso VIP a feiras, o destino reúne arte, moda e gastronomia durante a Miami Art Week



Redação

05/12/2024

Atual

há 6

meses



Atua

há 6

meses



Área do Bal Harbour Village, em Miami Beach, onde acontece programação especial de eventos

Entre os dias 6 e 8 de dezembro, Miami será o epicentro da arte contemporânea com a renomada Art Basel, e Bal Harbour promete ser um dos destaques do evento. O destino, conhecido por seu compromisso com a cultura e sofisticação, preparou uma programação especial que combina arte, moda e gastronomia para oferecer experiências imperdíveis durante a semana de arte.

Entre as principais atrações, estão o lançamento do *Breakfast at Tiffany's* no Avenue 31, uma experiência gastronômica e visual inspirada na icônica marca de joias, e a exposição imersiva "World of" da Dolce & Gabbana no recém-inaugurado Access Suite do Bal Harbour Shops. Além disso, o local abriga duas exposições autorais abertas ao público e oferece acesso VIP a importantes feiras de arte, reafirmando sua posição como um dos destinos culturais mais exclusivos da Flórida.

### Leia também



FORBESLIFE

Elser Hotel Aposta em Arte Latino-Americana para Integrar Arquitetura e Design em Miami



COLUNAS

Com Investimento Bilionário, Harbour, em Miami, Está Melhor Que Nunca

Confira a seguir os destaques da programação:

### Tiffany & Co.: luxo e gastronomia se encontram

A Tiffany & Co. comemora a inauguração de sua nova loja no Bal Harbour Shops com uma experiência inédita no Avenue 31 Café. Inspirado na flagship *The Landmark*, de Nova York, o café temporário apresenta um menu de brunch e chá da tarde em um ambiente decorado com o azul Tiffany.

### Dolce & Gabbana: imersão mediterrânea

Até 6 de janeiro, a grife italiana transforma o Access Suite e o Terraço do Bal Harbour Shops em um espaço decorado com a estampa *Blu*



# MEDIA HITS BRAZIL

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- 52 arte & cultura
- 54 direito
- 55 comportamento
- 56 bem-estar
- 58 pet



Cleber França  
Chefe de redação  
deber@revistaviag.com.br

## Desvendar o mundo

**V**iajar é um ato de resistência, autodescoberta e celebração da diversidade. Ao longo de quinze anos atuando no turismo LGBTQ+, explorando diversos países, aprendi que cada viagem é uma oportunidade de viver quem realmente somos em toda nossa autenticidade.

O mundo está cheio de destinos incríveis prontos para nos receber de braços abertos. Seja em uma roadtrip simples ou em uma viagem de luxo para 'aquele' resort dos sonhos.

A missão que move a revista é simples: garantir que cada membro da nossa comunidade possa explorar o mundo com segurança, dignidade e orgulho, independente do destino. Existem lugares onde a inclusão brilha naturalmente como a vibrante Mykonos, a charmosa Sitges, ou a eletrizante Fire Island. Mas, também, há paraísos menos conhecidos que oferecem experiências enriquecedoras longe dos estereótipos.

Nesta edição o leitor encontra dicas de lugares onde ser LGBTQIA+ é motivo de celebração, pode-se segurar as mãos do parceiro sem medo, dançar e viver histórias para contar por toda a vida. Viajar é mais que um destino. É se sentir livre para ser você mesmo em qualquer canto do planeta. Seja qual for o seu estilo, o importante é vivenciar experiências com segurança, respeito e muito orgulho. Vamos juntos explorar o mundo.

A ViaG está sempre a procura dos hotspots mais quentes, dos hotéis mais babadeiros e das experiências mais autênticas para trazer até você leitor. Esta edição está cheia de novidades. Traz uma entrevista com ninguém menos que Patrícia Marx, a cantora que chega aos 40 anos de carreira e assumiu sua sexualidade já na maturidade.

A revista leva todos a um passeio por Bal Harbour, destino chic de Miami que é puro luxo. No roteiro um point imperdível, o Palace bar perfeito para se divertir e dar muitas risadas apreciando bons drinks.

Vai, também, conduzir o leitor pelos cantos friendly mais vibrantes de Washington. E mudando de ares, apresentamos a alegre e amigável ilha caribenha de Curaçao, um caldeirão de cultura e histórias fascinantes.

Tudo isso e muito mais em mais uma edição feita com muito carinho para você, leitor.

43

destino



## Refúgio de luxo no sul da Flórida

■ POR CLEBER FRANÇA

**L**ocalizado ao norte de Miami Beach, Bal Harbour se tornou endereço de sofisticação, luxo e acolhimento, especialmente para viajantes LGBTQIA+ que buscam um destino exclusivo e exclusivo. Com praias de águas cristalinas, hotéis de alto padrão e um dos shoppings mais luxuosos do mundo, o Bal Harbour Shops.

A cidade oferece uma experiência que mistura de beleza natural e vida urbana vibrante. Este refúgio à beira-mar proporciona um ambiente seguro, acolhedor com muito glamour, perfeito para quem deseja relaxar com estilo.

Com sua proximidade a Miami Beach, famosa por sua cena gay vibrante, permite que os viajantes desfrutem do melhor dos dois mundos: a tranquilidade de um refúgio de luxo e o acesso fácil à vida noturna barulhanta da vibrante South Beach.

Os hotéis, restaurantes e os boutiques de Bal Harbour oferecem serviços de primeira classe, mas também um ambiente onde a diversidade é celebrada. Se você está em busca de uma escapada romântica, férias com amigos ou apenas um momento de relaxamento em grande estilo é o destino perfeito.

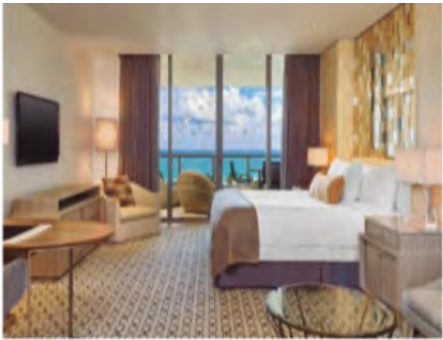
DICAS DE HOSPEDAGEM

Os hotéis de Bal Harbour são verdadeiros ícones de hospitalidade e luxo. Hotéis como o St. Regis e o Ritz-Carlton não são apenas famosos pelo conforto, mas também por sua hospitalidade inclusiva e calorosa, onde viajantes LGBTQIA+ são sempre bem recebidos.





# MEDIA HITS BRAZIL



## St. Regis Bal Harbour Resort

O St. Regis, com sua vista de tirar o fôlego do oceano, é um dos destinos mais procurados para quem deseja uma experiência de hotel cinco estrelas. Oferecendo um serviço de mordomo personalizado e o renomado spa Remède, este hotel é o refúgio ideal para quem busca luxo e tranquilidade. Para o público LGBTQ+, o St. Regis se destaca por proporcionar um ambiente acolhedor e discreto, além de sua proximidade com a agitada vida noturna de Miami Beach.

Site: [st-regis.marriott.com/pt-br](http://st-regis.marriott.com/pt-br)



## Ritz-Carlton Bal Harbour

Com uma atmosfera mais descontraída, o Ritz-Carlton Bal Harbour é perfeito para quem deseja combinar modernidade e conforto. Suas suítes espaçosas, piscina de borda infinita e restaurantes de alta gastronomia fazem deste hotel o próprio destino. Além disso, a vista do mar e o serviço impecável proporcionam uma experiência de relaxamento total, perfeita para casais ou grupos de amigos.



## destino



## Beach Haus

Já o Beach Haus é opção ideal para quem busca uma experiência mais completa e ao estilo "casa de luxo". Recentemente o local passou por uma renovação, tornando-se ainda mais atraente para aqueles que desejam uma estadia sofisticada e acolhedora. Agora, com acomodações atualizadas e repletas de comodidades, o Beach Haus oferece o melhor dos dois mundos: a privacidade e o conforto de uma residência de alto padrão, combinados com o serviço de qualidade de um hotel de luxo. Perfeito para famílias, casais e grupos de amigos.

Site: [www.beachhaus.net](http://www.beachhaus.net)



Entrada de frutos do mar Le Zoo

## COMPRAS E GASTRONOMIA

Nenhuma visita a Bal Harbour está completa sem explorar o icônico Bal Harbour Shops, um dos shoppings mais exclusivos do mundo. Aberto em 1965, o complexo ao ar livre mantém seu charme de meados do século, com passagens repletas de palmeiras, flores tropicais, lagos de carpas e fontes de calcário.

O shopping abriga as maiores marcas de luxo, atraiendo visitantes com um gosto apurado por moda e estilo. Lá o visitante encontra marcas Gucci, Chanel, Dior, Prada, todas as principais grifes de luxo.

Além das lojas, também abriga uma seleção impressionante de restaurantes que proporcionam experiências gastronômicas memoráveis. Entre eles, estão:

### Makoto

Restaurante japonês sofisticado é uma das principais opções para quem procura uma experiência gastronômica moderna e autêntica oriental. Recentemente, o Makoto se mudou para o terceiro piso, em um espaço ainda mais amplo e acolhedor, tornando o ambiente perfeito para uma refeição relaxante após um dia de compras.

Site: [makoto-restaurant.com](http://makoto-restaurant.com)

### Le Zoo

Excelente pedida para uma experiência francesa clássica. O bistrô oferece pratos tradicionais e sofisticados que transportam os visitantes diretamente para Paris, com um toque de elegância que combina perfeitamente com o destino.

Site: [le-zoo.com](http://le-zoo.com)



Omakase, menu degustação do Makoto. Abaixo: ambiente interno do restaurante





# MEDIA HITS BRAZIL



PUBLICIDADE

Home » Destino



**DESTINO: BAL HARBOUR – EXCLUSIVIDADE NO DESTINO MAIS DESEJADO DE MIAMI**

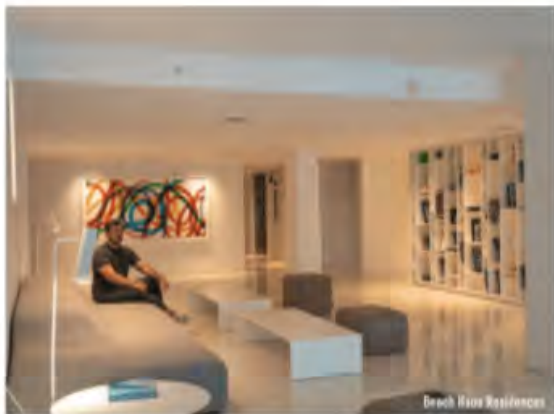
Redação Destino 25/11/2024 0



Localizado a 15 minutos de South Beach, com cerca de 2 km de praias de areias brancas e águas cristalinas, o destino é um polo turístico, cultural e gastronômico, um dos mais procurados por quem vai aos EUA atrás de sofisticação. Com atrações exclusivas, novos hotéis e restaurantes sofisticados, a cidade de **Bal Harbour** (@balharbourflorida) é um dos destinos mais badalados, principalmente também pelo clima agradável da região. **Alan Victor** (@alan.victorrr), assessor de comunicação carioca e criador de conteúdo no **Rio Fácil Destinos** (@riofacil\_destinos), esteve na Flórida e compartilha dicas para aproveitar o destino. Confira as sugestões!



# MEDIA HITS BRAZIL



Viver os dias em Bal Harbour, Flórida, é sempre uma experiência maravilhosa. Para aproveitar cada momento com tranquilidade, escolhi o **Beach Haus Residences** como minha hospedagem. Este hotel é perfeito para quem busca relaxar, com uma localização privilegiada: a poucos passos da praia e do sofisticado **Bal Harbour Shops** (@balharbourshops), um centro de

compras e restaurantes de luxo. E se você também gosta de um pouco de agito, South Beach está a apenas 20 minutos de distância, oferecendo o melhor dos dois mundos.



**Hillstone** (@hillstonebalharbour) – Com vista para as palmeiras, o Hillstone combina elegância com sabores autênticos, oferecendo sanduíches, saladas e pratos da culinária japonesa. Uma excelente pedida é o French Dip, um clássico sanduíche de finas fatias de carne.



## GASTRONOMIA:

**Avenue 31 Café** (@avenue31cafe) – Famoso em Monte Carlo, Mônaco, o Avenue 31 oferece um menu diversificado que vai dos clássicos do café da manhã, a opções para almoço e jantar, incluindo saladas, massas, pizza romana (pizza gourmet de Roma), além de pratos de carne e peixe. Perfeito para qualquer momento 46. No café da manhã, experimente o Steak & Eggs e o Cappuccino de Pistache.



## COMODIDADE:

O Bal Harl  
nue dá ac

**Le Zoo** (@lezoobalharbour) – A elegância francesa encontra a sofisticação natural do sul da Flórida no Le Zoo, criando um ambiente verdadeiramente inspirador. O menu apresenta saladas, pizzas, carnes e frutos do mar, sendo o Le Petit Plateau, com lagosta, camarão, ostras e vongole, uma opção imperdível para os amantes de frutos do mar.



As acomodações do Beach Haus Residences são completas e extremamente aconchegantes. Com banheiros espaçosos, sala de estar e jantar confortáveis, e uma cozinha totalmente equipada, cada detalhe foi pensado para garantir uma experiência única. Todas as unidades contam com lavadora e secadora, perfeitas



# Bal Harbour Village Marketing Summary

Goals	
<ul style="list-style-type: none"><li>Position Bal Harbour Village as The Destination for the affluent global traveler, and Residence of choice for the discerning buyer</li><li>Keep Bal Harbour’s unique <i><b>Lifestyle, Culinary Offerings, Cultural Connections, Extraordinary Fashion Selection and Secluded Beaches</b></i> top of mind</li><li>Increase brand equity and preference amongst Loyalists and Travel Professionals, and introduce to new / growing markets</li></ul>	
Objectives	
<ul style="list-style-type: none"><li>Promote the “Bal Harbour Experience” in Key Feeder Markets throughout North and Latin America, and Europe</li><li>Drive Hotel bookings and Restaurant reservations by targeting active travel bookers in local, national and key international feeder markets</li><li>Capture new customers through focused Brand Awareness Campaigns and Media-focused Brand Initiatives &amp; Launches</li></ul>	
Actions to Support	Key Priorities
<ul style="list-style-type: none"><li>Generate Brand Awareness and Drive Demand for Destination<ul style="list-style-type: none"><li>Focused Luxury Lifestyle Consumer Media</li><li>Focused efforts on Luxury / Consortium Travel Companies</li><li>Develop and launch High Profile Events / Activations</li><li>Roll-out New Website, Ad Campaign and Video</li></ul></li><li>Digital Efforts<ul style="list-style-type: none"><li>Work with Digital Agency to define key focus / approach across Search, Paid Media and Social Media Channels</li><li>Improve Content–Destination site, video / photography</li></ul></li><li>Increase market share from Key Feeder Markets, and develop actions focusing on New / Growing Markets<ul style="list-style-type: none"><li>FAM Trips from Key Feeder Markets during shoulder/low season</li><li>Collaboration (in-market activations, FAM Trips to BHV) with GMCVB in markets without BHV Reps</li><li>Identify new markets: France, UK</li></ul></li></ul>	<ul style="list-style-type: none"><li>Luxury / Affluent Travelers, Travel Influencers, and current and potential Residents</li><li>International, National and In-State travel segments<ul style="list-style-type: none"><li>– Wedding / Honeymoon</li><li>– Families</li><li>– Couples (no kids, empty-nesters, LGBTQ+)</li><li>– Experience Driven (Culinary / Arts / Cultural Events)</li></ul></li><li>Leverage Events to strengthen loyalty with existing clients / guests and begin introducing Bal Harbour to new potential travelers</li></ul> <p><u>Challenges</u></p> <ul style="list-style-type: none"><li>International Market</li><li>New Luxury Products in Miami</li><li>47 Construction, Traffic, Seaweed, Restaurant closures</li></ul>



# BAL HARBOUR

- VILLAGE -

Recreation, Arts & Culture Department  
Council Meeting July 15, 2025

A vertical teal-colored bar on the left side of the slide, featuring a complex geometric pattern of overlapping squares, circles, and lines in various shades of teal.

# Recreation, Arts & Culture Dept

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## *Mission*

To create and implement programs, activities, and events that elevate the quality of life for the residents of Bal Harbour, while also positioning the Village as a unique and cultural destination for visitors and guests.



# RECREATION DIVISION – CUSTOMER SERVICE

## *All Access Cards*

- Access to Park
- Access to Recreation Programming
- Access to Resident Benefits at Events
- Access to Museum Partnerships
- Future Benefits – 102 Beach Access

<u>Age Range</u>	<u># of Approved Cards</u>
0 – 11 years old	210 (8.5%)
12 – 17 years old	110 (4.5%)
18 – 49 years old	940 (38%)
50 – 59 years old	295 (12%)
60+ years old	900 (37%)
<b>Total</b>	<b>2455*</b>

\* As of July 7, 2025

# Bal Harbour Waterfront Park

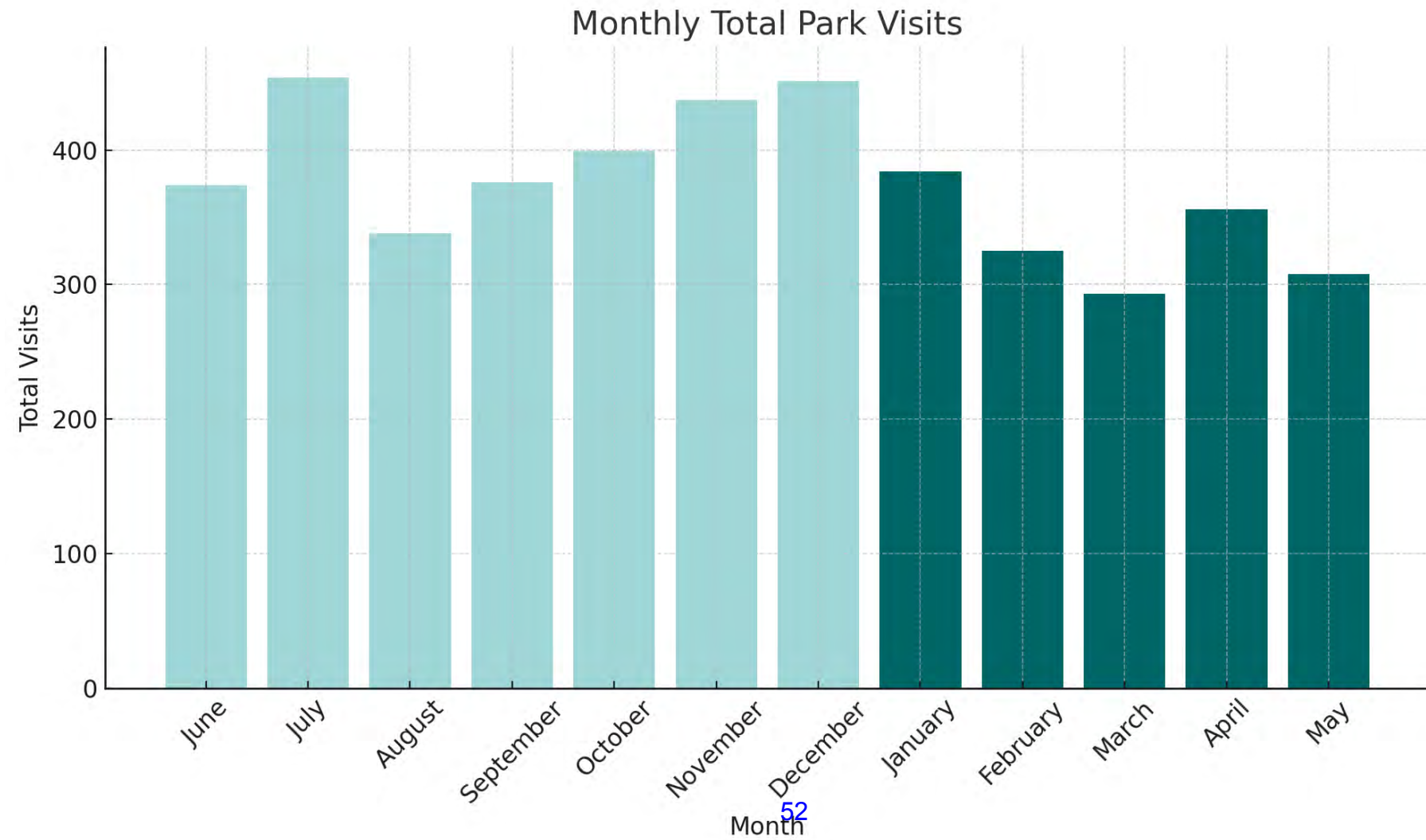
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*Park Usage - Average 375 visitors per month*

<u>Year</u>	<u>Month</u>	<u># of Park Visitors</u>
2024	June	374
2024	July	454
2024	August	338
2024	September	376
2024	October	399
2024	November	437
2024	December	451

<u>Year</u>	<u>Month</u>	<u># of Park Visitors</u>
2025	January	384
2025	February	325
2025	March	293
2025	April	356
2025	May	308





# RECREATION DIVISION – PROGRAMMING

## *Recreation Programs*

Age Group	Winter 2024	Spring 2024	Summer 2024	Fall 2024	Winter 2025	Spring 2025
Youth (0-17)	48	43	23	50	37	37
Adult (18-61)	13	13	34	56	32	46
Senior (62+)	2	52	74	101	158	136
<b>Total</b>	<b>63</b>	<b>108</b>	<b>131</b>	<b>207</b>	<b>227</b>	<b>219</b>



# RECREATION DIVISION - YOUTH PROGRAMMING



Art, Baby & Me  
Basketball, Dance  
Futsal, Guitar  
Soccer, Tae Kwon Do



# RECREATION DIVISION – YOUTH PROGRAMMING





# RECREATION DIVISION – ADULT/SENIOR



Art, Crochet,  
HIIT, Mat Pilates  
Pickleball, Tai Chi,  
Yoga (Chair), Zumba





Bridge, Crochet,  
The Social, Yoga



# RECREATION DIVISION - FACILITY RENTALS

	Rental Days	Other Uses	Total Usage Days
Quarter 1 (Oct - Dec)	13	10	23
Quarter 2 (Jan - Mar)	7	16	23
Quarter 3 (Apr - Jun)	6	19	25
Quarter 4 (Jul - Sep)*	5*	20*	25*

\* Using 2024 information for reference



# SPLASH PAD

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*NOW OPEN*

Daily, 10 AM – 7 PM





# RECREATION, ARTS & CULTURE DIVISIONS

## *EVENTS*

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- **Monthly & Seasonal Programming** - To include Movie Nights, Concert Series, Museum Tours, and Full Moon Yoga.
- **Signature Events** - Fall Festival, Holiday Lighting, Spring Festival, and Independence Day Celebration.
- **Specialty Events** - Starstruck, Sunlit Palette, Unscripted Chats, Art Basel/Miami Art Week, and Fleurs de Villes activations.

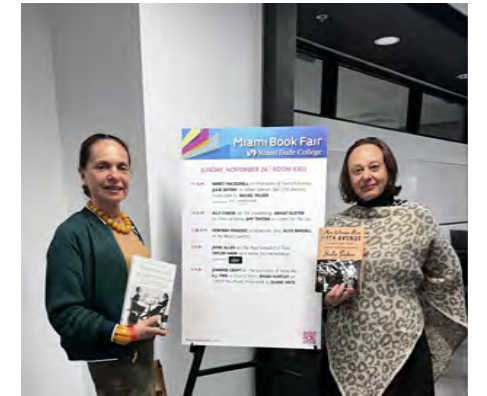
# EVENTS - Q1

October 13	Movie Night ft. <i>Encanto</i>
October 20	Unscripted Art Tour at Museum of Discovery & Science
October 27	Fall Festival
November 21	Holiday Lighting Celebration
November 24	<i>Unscripted</i> Author Chat - The Birth of American Fashion
December 1	Miami Art Week - Opening Reception of <i>Dreaming in Color</i>
December 2	Miami Art Week - Opening Reception of <i>The Art of Letters</i>
December 22	Movie Night ft. <i>Inside Out 2</i>
December 30	Sunlit Palette with MOCA
December 31	<sup>61</sup> New Years' Eve Fireworks





# EVENTS QUARTER 1



# EVENTS - Q2

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January 1	New Years' Day Concert with SFSO
January 2	Starstruck: A Stargazing Experience
January 11	Movie Night ft. <i>Barbie</i>
February 16	Movie Night ft. <i>Wicked</i>
February 22	<i>Unscripted</i> Art Tour ft. NSU Museum
February 24	<i>Unscripted</i> Culinary Chat ft. Adeena Sussman
March 9	Tea and Cinema in the Garden
March 16	Sounds in the Park
March 20	Movie Night ft. <i>Julie &amp; Julia</i>



# EVENTS QUARTER 2



# EVENTS - Q3

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April 13	<i>Unscripted</i> Art Tour at The Bass
April 27	Spring Festival
May 11	The Market at Bal Harbour – last day for the season
May 21	<i>Unscripted</i> Art Tour at Rubell Museum
June 20	<i>Unscripted</i> Art Tour at Lowe Art Museum
June 30	Sunlit Palette with MOCA





# EVENTS QUARTER 3



# EVENTS - Q4

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July 2	<i>Unscripted</i> Art Tour at Superblue
July 3	Silver Screen ft. <i>The Phantom of the Open</i> with Miami Film Festival
July 4	Picnic in the Park
July 4	Stars & Sweets by the Sea
July 27	Sounds in the Park Concert
September 9	<i>Unscripted</i> Culinary Chat ft. Chef Ruhama
September 25	<i>Unscripted</i> Art Tour ft. The Bass



# RECREATION, ARTS & CULTURE

## *EVENTS*

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- RACD Events Offered throughout the year - 49
  - PLUS Art Basel - where we coordinate tickets and access to 11 events during the week
  - PLUS The Market at Bal Harbour - which was offered for 29 weeks, from October thru May (Saturdays and Sundays, at 96 Street Beach Access)
- PD Events Supported by RACD - 12

\*\*\*\*Over **100 events/activations** take place during the year with coordination by or support from the Recreation, Arts & Culture Department.

# Independence Day 2025

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## *In Numbers*

### Picnic in the Park

*Family-style food, crafts, games, and live musical entertainment at the park.*

- 3 – 5 PM
- 390 attendees
  - <5% were hotel guests

### Stars & Sweets by the Sea

*Evening Dessert Reception on the Beach with live musical soloist, drone show, and fireworks display.*

- 8 – 9:30 PM
- 800 attendees
  - 20% were hotel guests



# PICNIC IN THE PARK - JULY 4, 2025





# STARS & SWEETS BY THE SEA - JULY 4, 2025





# RECREATION, ARTS & CULTURE DIVISIONS

## COMMUNICATIONS

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- **Printed Collateral** - Flyers, A-Frames, posters, and palm cards
- **Email** - Constant Contact, Email Distribution System (3,500 contacts)
- **Website** - Over 100 pages published, in addition to event calendar listings, community news posts, and photo gallery
- **Social Media** - Instagram, Facebook, X
- **Text Notification - (Wireless Emergency Notification System)** - emergency notification system for employees, businesses, and residents (approximately 2,000 contacts)
- **Hurricane Season** - Planning, preparedness, activations, and recovery efforts for each season. All communications (WENS alerts, emails, website notifications, etc.).
- **Special Projects** - Beach Renourishment, Florida Department of Transportation Roadway Impacts, etc.
- **Community Outreach**
  - Meet & Greet
  - Bi-monthly Meetings with Condo/Hotel Property Managers

# COMMUNICATIONS

*Website (October 2024 – June 2025)*

## Popular pages

	Page path	Views
1.	/	20,755
2.	/doing-business/building-permits/	8,620
3.	/events/	7,058
4.	/departments/recreation-arts-culture/recreation-programs/	3,798
5.	/departments/building/	3,626
6.	/departments/recreation-arts-culture/bal-harbour-waterfro...	3,435
7.	/departments/human-resources/employment-opportunities/	2,630
8.	/government/village-clerk/minutes-and-agendas/	2,488
9.	/departments/recreation-arts-culture/	2,482
10.	/departments/human-resources/	2,441
	<b>Grand total</b>	<b>126,652</b>



# COMMUNICATIONS

## *Social Media (October 2024 – June 2025)*

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- Audience Total – 3,000
  - 38% increase from same period last year
- Audience Growth – 700
  - 63% increase from same period last year
- Impressions – 184,137
  - 51.7% increase from same period last year

# COMMUNICATIONS

## *Email Distribution System (last 12 months)*

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- Total Email Campaigns - 174
- Sends - 347,155
- Opens - 154,674 (51%)
  - Increase of 1% from previous 12 months
  - 16% higher than industry average
- Clicks - 6,880 (2%)
  - 1% higher than industry average



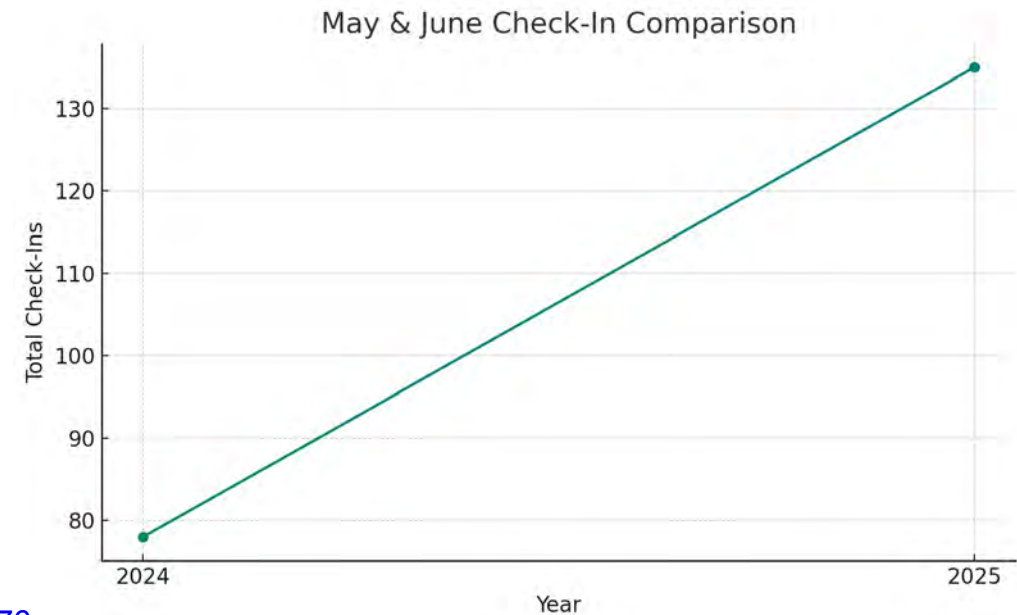
# New Initiatives

## *Bal Harbour Total Wellness Club*



Membership based program providing unlimited access to fitness classes offered on a weekly basis.

**78% increase**  
in participation  
since  
implementation!



# RECREATION, ARTS & CULTURE

## *Response to Feedback*

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- Shade
- Additional Seating

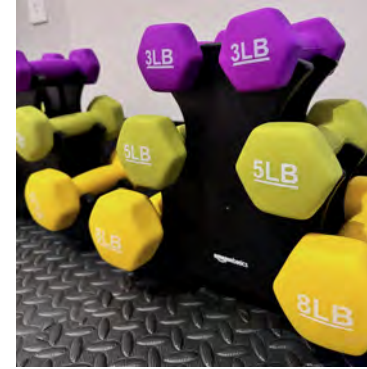




# RECREATION, ARTS & CULTURE

## *Response to Feedback*

- Pickleball Courts
- Book Haven
- Fitness Equipment
- Indoor Playground Accessories



# RECREATION, ARTS & CULTURE

## Awards

- National Association of Government Communicators (NAGC) Blue Pencil & Gold Screen Award
  - Unscripted Bal Harbour Art Basel Miami Art Week Brochure
  - 3<sup>rd</sup> Place
  - Category: Brochure
- Florida Festivals & Events Association (FFEA) Sunsational Awards
  - The Power of Words Art Exhibit
  - 2<sup>nd</sup> Place (x3)
  - Category: Event Signage
  - Category: Promotional Video
  - Category: Promotional Mailer





An aerial photograph of Bal Harbour, Florida, showing a wide, sandy beach curving along the ocean. In the background, a dense line of palm trees separates the beach from a row of modern, multi-story high-rise buildings. The sky is clear and blue. The entire image is overlaid with a semi-transparent teal filter.

# BAL HARBOUR

- V I L L A G E -

RECREATION, ARTS & CULTURE DEPARTMENT

[balharbourfl.gov](http://balharbourfl.gov) | 305.993.7444 | [communications@balharbourfl.gov](mailto:communications@balharbourfl.gov)

# BAL HARBOUR

- VILLAGE -

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

June 17, 2025

At 6:30 PM

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

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*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](mailto: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 Buzzy Sklar  
Councilman David Wolf

Also present: Ramiro Inguanzo, Assistant 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 Recognizing Juneteenth

This Item was considered at 7:21 P.M. following Agenda Item PA5. Mayor Freimark read a proclamation commemorating June 19, 2025 as Juneteenth.

The first proclamation acknowledged Juneteenth, commemorating June 19, 1865, the day Union soldiers arrived in Galveston, Texas to enforce the Emancipation Proclamation—



more than two years after it had been issued. The mayor described Juneteenth as a monumental step toward justice and human dignity in the United States and emphasized Bal Harbour Village's commitment to policies and programs that promote racial equity, inclusion, and historical healing. He formally recognized June 19 as Juneteenth in Bal Harbour Village, aligning the community with the federal observance and encouraging all residents to reflect on its significance.

## **PA2** Proclamation Recognizing Pride Month

This Item was considered at 7:23 P.M. following Agenda Item PA1. Mayor Freimark read a proclamation designating June 2025 as Pride Month.

The second proclamation honored Pride Month, recognizing the legacy of the June 1969 Stonewall Riots as the catalyst for the LGBTQ+ rights movement in the United States. Mayor Freimark recounted how the first pride marches held a year later marked the beginning of what is now an annual global celebration. He emphasized the transformation brought by the LGBTQ+ movement not only in policy but in public perception, fostering a more inclusive society where individuals can live authentically and without fear of discrimination. The proclamation officially designated June 2025 as Pride Month in Bal Harbour Village, affirming the Village's support for equality and inclusion.

## **PA3** Presentation of the Miami-Dade Fire Rescue Service Delivery Report

This Item was considered at 6:32 P.M. at the beginning of the meeting. Fire Chief Raied "Ray" Jadallah of Miami-Dade Fire Rescue provided a presentation his department's 2024 service delivery to the Village. He noted that 2024 marks his department's 90th anniversary and since its founding in 1935 as a single-unit brush fire response team, the department has grown into the sixth largest fire department in the United States. He said that currently, it operates 72 fire stations with 167 frontline units and over 3,000 personnel. He said that in 2023, Miami-Dade Fire Rescue responded to nearly 300,000 calls countywide, with 767 of those occurring within Bal Harbour Village. He said his department was one of only approximately 190 departments nationwide to hold both ISO-1 and full accreditation status out of more than 30,000 departments.

He said that most emergency calls from Bal Harbour serviced by Stations 76 and 21, adding that up to eight fire stations may respond depending on the severity of an incident. He reported that the average response time in 2023 was seven minutes and twenty-six seconds for EMS calls, with fire calls averaging slightly less, a 16-second increase over the prior year, which he attributed to increased traffic and construction activity.

He said that his department is planning accordingly for planned residential and commercial developments and that, last year, the department conducted 134 fire code compliance inspections for local businesses. He highlighted his department's community engagement efforts, noting that eight "HELP" training courses were held in 2024, to which

approximately 650 residents attended, and that resident satisfaction with his department remains extremely high.

Vice Mayor Salver asked if the department had explored alternative medical response methods such as medicycle units, to which Chief Jadallah responded that while motorcycle-based responses were piloted in the early 2000s, they were discontinued due to injuries and safety concerns. He said that his department recently implemented new Basic Life Support (BLS) units to handle non-critical calls more efficiently, freeing up fire trucks for more urgent situations.

Councilman Sklar offered personal thanks to the department, crediting its fast response with saving his life during a medical emergency. Chief Jadallah thanked him for sharing the story and promised to pass the appreciation on to the relevant stations. Councilman Levy also expressed thanks on behalf of the community for the department's work.

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

This Item was considered at 7:46 P.M. following Agenda Item PA3. Nik Massey, Whitman Family Development, announced that all necessary permits had been secured to commence construction, including the Maintenance of Traffic (MOT) permit from the Florida Department of Transportation (FDOT). He then introduced the Whiting-Turner team, including Project Manager Matt Moo-Young and General Superintendent Jeff Bond.

Mr. Moo-Young outlined the project scope and schedule saying that the MOT permit allowed them to move forward, and a preconstruction meeting had already taken place with FDOT, and that notices had been distributed to residents and stakeholders. He said that his presentation would focus on the west side of Harding Avenue, having received final approval and that the median and eastern phases were still under review by FDOT.

Mr. Bond described the staging and progression of Phase saying that the pedestrian detour routes and initial construction areas, including Phase 1A, which involves shifting the road five feet westward, installing a new bike lane, and constructing a right-turn-only lane that would involve a full closure of one lane for 10 days, followed by five nights of work requiring temporary closures from 9:00 p.m. to 6:00 a.m. He said that Phase 1B would run concurrently with 1A and would focus on the removal of large palm trees and other landscaping.

He said that only one lane would be closed at a time, with permanent barriers installed for the 24-hour closure and temporary barriers used during nightly work shifts, with the goal to maintain two travel lanes at all times, even during peak hours.

There was a general concern about traffic bottlenecks during the 25-day full closure of lanes in Phase 1C, which would involve deep excavation for stormwater drainage and utility foundation work. Mr. Moo-Young said that due to safety and design standards, especially



related to deep excavations and curb work adjacent to travel lanes, 24-hour closures were deemed necessary by FDOT. Police Chief Ralieggh Flowers said that officers would be deployed to direct traffic as needed, including during daytime hours committing to an “all-hands-on-deck” approach to assist with mitigation.

Mayor Freimark stressed the need for clearer updates to residents, including advance warnings about closures and real-time traffic guidance. He said that while the work was unavoidable, the inconvenience could be eased with better messaging and visible enforcement.

Councilman Levy asked for a high-level explanation of why the project was being undertaken, to which Mr. Massey said that the realignment was a required component of the original Bal Harbour Shops development agreement, and that the Village had requested improvements to the right-turn lane and better alignment between Collins Avenue and Harding Avenue to address safety and flow issues. He added that the redesign would also eliminate a problematic U-turn at Founders Circle, which currently causes erratic lane changes and traffic backups.

Mr. Bond then described Phase 1D, which involved relocating a bus stop, constructing ADA-compliant ramps, and installing supporting infrastructure like signalization equipment, saying that this phase also required a 25-day 24-hour lane closure and an additional 10 days of night work. Mr. Moo-Young estimated that this work would take place in late August, potentially overlapping with the start of the school year.

Mr. Bond then summarized the project’s remaining phases—Phase 2 (median), Phase 3 (East side), Phase 4 (landscaping and signal tie-ins), and Phase 5 (milling, repaving, and striping), adding that the timelines for the latter phases were still pending FDOT review. He estimated that the total duration of the project was at 13 months.

Mayor Freimark acknowledged the necessity of the project but urged that every possible step be taken to ease resident concerns and traffic impacts through coordination, visibility, and timely updates.

#### **PA5** Proclamation Establishing a Sister City Relationship with Hof HaCarmel, Israel

This Item was considered at 7:24 P.M. following Agenda Item PA4. Mayor Jeffrey Freimark read the formal proclamation establishing the partnership between Bal Harbour and the Haifa Carmel Regional Council in Israel.

Mr. Inguanzo described the Village’s recent trip to Israel as a Sister City delegation, noting that the idea for a sister city partnership was introduced in 2016 and was also recommended by Ernst & Young for the Village’s strategic Tourism planning. to broaden cultural and economic opportunities.

He said that the group from the Village had met with the mayor and council of Hof HaCarmel and toured various parts of the region. He said that they visited cultural sites, recreational areas, emergency operations facilities, and public art installations. Vice Mayor Salver noted that that he was impressed how Hof HaCarmel delivers community services across age groups—from seniors to schoolchildren and that he had gained insight into how the region prioritizes inclusion and resident engagement.

Mayor Freimark noted that Hof HaCarmel's mayor had expressed interest in replicating Bal Harbour's Jetty Project along their own waterfront, adding that they had discussed bringing a public art installation from Hof HaCarmel to Bal Harbour as a visible symbol of the partnership.

Mayor Freimark said that that after their visit to Hof HaCarmel, he and his wife joined a separate day trip to the Syrian border with the American Jewish Committee and visited Majdal Shams, a Druze village in the Golan Heights. He said that he had met the Druze community's religious leader, who expressed interest in forming a friendship with Bal Harbour said he would be presenting the idea of a letter of friendship/appreciation the July Council meeting.

## **CONSENT AGENDA**

### **C6 - COUNCIL MINUTES**

**C6A** Approval of Minutes

### **C7 - CONSENT AGENDA RESOLUTIONS - NONE**

This Item was considered at 7:35 P.M. following Agenda Item PA2

**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 (5-0).**

## **R5 - ORDINANCES**

**R5A** 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.



Mr. Inguanzo introduced the item saying that the ordinance would authorize a five percent increase in the local business tax rates for the upcoming fiscal year, and that this increase is permitted by Florida State Statute, which allows municipalities to increase BTR rates by up to five percent every other year.

He said that the increase would help the Village keep pace with inflation and cost-of-living changes reflected in the Consumer Price Index. He said that the average licensing fee currently paid by businesses in Bal Harbour is approximately \$4,000, so the proposed five percent increase would amount to about \$200 per business, and in total, the adjustment was projected to generate roughly \$44,000 in additional general revenue for the Village.

Claudia Dixon, Chief Financial Officer, said that the funds collected through BTRs go into the Village's General Fund and are used to support core municipal services.

There were no comments from the public.

**MOTION: A motion to approve the ordinance on first reading was moved by Vice Mayor Seth E. Salver and seconded by Mayor Jeffrey P. Freimark.**

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

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

## **R7 - RESOLUTIONS**

- R7A** 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.

Mr. Inguanzo introduced the item saying that the resolution served as the formal initiation of the annual budget process to collect the special assessment levied on all properties within the Village to fund supplemental security and landscape services, and was a continuation of the Village's long-standing practice of funding its enhanced public safety presence and high-quality landscape maintenance through a dedicated revenue stream. He said that the resolution set the proposed assessment rates for the upcoming fiscal year and scheduled a public hearing for final adoption, ensuring residents and property owners would have an opportunity to provide input.

Ms. Dixon noted that the assessment amount remains consistent with prior years and is calculated based on the square footage and use classification of each property. She clarified that the funds generated by the assessment go directly toward contracted services such as private security patrols, additional landscaping crews, and other enhancements that exceed baseline municipal service levels.

There were no comments from the public.

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

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

**R7B** A RESOLUTION OF 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.

Mr. Inguanzo introduced the item saying that this resolution authorized the Village to proceed with the annual collection of the solid waste assessment fee for residential properties. He said that this fee funds the cost of refuse collection, recycling, and related waste management services and that it set the preliminary rates for the upcoming fiscal year and authorized the scheduling of a public hearing for formal adoption.

Ms. Dixon explained that the assessment is based on a per-unit rate for residential properties and is calculated to fully recover the Village's costs of providing solid waste services. She said that the funds collected through this assessment go exclusively toward contracted waste removal, recycling programs, and related administrative support.

There were no comments from the public.

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

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

**R7C** 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.

Mr. Inguanzo introduced the item saying that the contract would provide for the cleaning and maintenance of the Village's stormwater infrastructure, including catch basins, drainage lines, and related components. He noted that maintaining a clean and functional stormwater system is critical for flood prevention, especially given the Village's coastal location and vulnerability to heavy rainfall events. He added that the proposed agreement with EnviroWaste was the result of a competitive procurement process, and the selected vendor had both the experience and equipment necessary to provide timely, high-quality service.

He said that EnviroWaste has been working with the Village since 2020 under a piggyback agreement from the City of Miami Beach, and that the current contract was expiring. He noted that the 2.3% rate increase was justified by changes in the Consumer Price Index (CPI) and that the vendor would be engaged only on an as-needed basis when utility issues arise within the Village.

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 (5-0).**



**R7D** 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.

Mr. Inguanzo introduced the item saying that the resolution would allow the Village to enter into a contract with the vendor responsible for designing, installing, maintaining, and removing holiday lighting displays throughout the Village during the winter holiday season. He said that the selected vendor had provided these services in prior years and was known for their professionalism, reliability, and quality of presentation.

Ms. Sylvia Flores outlined the enhancements planned, including refreshed decorations at the north and south entrances, and new décor on the west end of 96th Street featuring a ribbon and present theme. She said that the median palm fronds on Collins Avenue, which previously were only partially lit (around 80 palms), will now all be illuminated and that existing snowflake light fixtures on the streetlight poles would be replaced with a modern ribbon motif displayed on every other pole, while garlands will remain on every pole. She said that at the Waterfront Park, palm trees will be decorated, ribbon accents will highlight the park's entrance sign, and a new feature installation spelling out "Love BH" will create a photo opportunity with the person forming the "I" in "I Love BH."

Vice Salver praised the uniqueness of the proposed decorations, especially appreciating how the community hadn't seen these designs before. He requested a six-foot standing menorah for the Community Center instead of a tabletop one to match the scale of the Christmas tree and asked for a more prominent and longer-lasting menorah at Founder's Circle, noting that Hanukkah ends before Christmas this year. He also asked to extend the time decorations remain on display, referencing community complaints that the lights were taken down too early in previous years.

Neca Logan, 64 Camden Drive, expressed her concern that FDOT construction might obstruct visibility of holiday decorations and suggested that the nativity scene, particularly Mary and Joseph, needed to be refreshed as they appeared worn last year.

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

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

## **R9 - NEW BUSINESS AND COUNCIL DISCUSSION**

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

Mr. Inguanzo introduced the item saying that Staff had received inquiries about the availability and conditions under which residents, organizations, or external entities could rent Village facilities, including the waterfront park and community spaces. He said that while the Village has historically allowed for certain events, including private functions and community gatherings, there was a need to review the existing rental framework to ensure consistency, transparency, and alignment with the Village's priorities and available resources.

Ms. Flores said that the main issue was the potential for the facility to be monopolized during holidays—times when many residents wish to use the park and its amenities, such as the library and recreational spaces. She proposed an administrative policy prohibiting all rentals on Village-observed holidays which was aligned with the existing noise ordinance that restricted noise and construction.

Councilman Wolf suggested it might be excessive to prohibit all usage, particularly for residents wanting to host private events like birthday parties.

Councilman Sklar said that it was a slippery slope and that it was his opinion that it needed to be all or nothing.

Councilman Levy said that he agreed with Councilman Wolf and that it was too bad that one incident brought this about. He asked if usage statistics could be provided.

Vice Mayor Salver said that that holidays bring increased community use of the park, and allowing private events could limit that access for others.

Mayor Freimark said that he was fine with the draft policy presented in the Agenda.

Ms. Flores said that while only a couple of problematic events have occurred so far, it is prudent to establish clear policies before issues escalate.

There was a general consensus for a written policy to be brought back to the Council forward for review, with the intention to discuss it again at the July meeting.

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

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

Items R9B and R9C were discussed concurrently. Councilman Sklar introduced the item that was a concern shared by many waterfront residents: the growing disruption caused by boats anchoring near their properties since the sandbar had been dredged. He said weekend gatherings on the water, accompanied by loud music, have moved uncomfortably close to homes, triggering a spike in complaints. He noted that residents now frequently contact him on Saturdays and Sundays, to express their frustration by the constant noise. He noted the presence of "restaurant boats," which he said seem to be operating without proper oversight or licensing. He said that the Florida Department of

Business and Professional Regulation (DBPR) has been unable to clarify how these boats are permitted. Sklar emphasized the need for the Village to act—whether through stricter enforcement of the noise ordinance, zoning strategies, or even the installation of buoys to create a no-entry buffer zone for vessels.

Police Chief Flowers confirmed the volume of resident complaints, many of which come to him directly through texts, videos, and calls. He said that Bal Harbour's marine patrol officers actively monitor the area and typically find boaters to be cooperative when asked to lower their music. He said that repeat offenders are issued \$100 citations under the Village's noise ordinance, and provided detail on how Bal Harbour partners with neighboring jurisdictions like Miami-Dade County and Indian Creek to conduct multi-agency marine patrol operations. He said that enforcement becomes more challenging when boats cross into waters outside the Village's jurisdiction.

Councilman Wolf said that while multi-jurisdictional cooperation helps, other agencies often lack the same urgency to address issues affecting Bal Harbour residents. He suggested reallocating marine patrol resources to ensure full weekend coverage, especially since Saturdays and Sundays are the busiest times on the water. He said that consistent weekend enforcement by the Village's own officers would make a significant difference. He proposed that the Village track usage data of both parks and marine patrols to better inform policy decisions.

Chief Flowers said that since the April retirement of a key marine patrol officer, the department has been filling those shifts using overtime assignments. He provided recent data showing that Bal Harbour officers were on the water for nearly every weekend in May, with only two days uncovered. He said that officers have been held over past their regular 6:00 P.M. shifts on nine occasions between April and mid-June—sometimes patrolling as late as 10:00 P.M.

Councilman Sklar said that a seagrass analysis recently determined the species in the current hotspot area is not protected which could support future dredging efforts to discourage boats from congregating near homes.

## **R9D PUBLIC COMMENT**

Michael Bogachev, 240 Bal Bay Drive said that the persistent noise as a serious disruption, especially at night, when boats blast music as late as 11:00 P.M. He suggested that patrol schedules be adjusted to prioritize evenings and called for stronger, more visible law enforcement presence to deter disruptive behavior and restore quality of life for waterfront residents.

## **R10 - VILLAGE MANAGER REPORT**

Mr. Inguanzo provided an update on the status of beach renourishment. He said that the Village continues to coordinate with the U.S. Army Corps of Engineers and Miami-Dade County to monitor and advocate for sand placement along the Bal Harbour shoreline and



that the Corps had previously placed sand further south in Surfside, and Bal Harbour remains next in line pending the availability of appropriate sand sources and funding. He said that while the timeline is not yet finalized, the Village is actively engaged in the regional process to ensure its beach is included in upcoming restoration plans.

Mr. Inguanzo then provided an update on the plan for the Fourth of July saying that preparations were well underway. He said that the event would feature a fireworks display, coordinated timing with neighboring municipalities to avoid overlap, and security measures to ensure public safety. He said that the Village was working closely with the Police Department and Parks and Public Spaces teams to finalize logistics, and communications to residents would go out in advance of the event.

He then provided a legislative update, summarizing key developments from the recent State Legislative Session that could impact the Village, like proposed changes to municipal authority over zoning, preemptions related to local regulation of short-term rentals, and ongoing discussions about transportation and infrastructure funding. He said that that Staff was tracking legislation and engaging with lobbyists and regional coalitions to advocate for Bal Harbour's interests. He said that a more detailed legislative report would be prepared for the Council once session summaries were finalized.

## **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 8:20 PM.

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Mayor Jeffrey P. Freimark



Attest:

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Dwight S. Danie, Village Clerk

# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE BAL HARBOUR POLICE DEPARTMENT TO ENTER INTO A STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO SIGN FUTURE MUTUAL AID AGREEMENTS WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT ON BEHALF OF THE VILLAGE.

### Issue:

Should the Village Council authorize the Village Manager to enter into the Statewide Mutual Aid agreement?

### The Bal Harbour Experience:

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

### Item Summary / Recommendation:


The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

The resolution authorizes the Village Manager to take all actions necessary to implement the purposes of this resolution and to sign future mutual aid agreements with the Florida Division of Emergency Management on behalf of the Village.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Sign off:

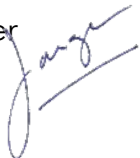
Chief of Police	Chief Financial Officer	Village Manager
Raleigh M. Flowers	Claudia Dixon	Jorge M. Gonzalez
		

# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: July 15, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE BAL HARBOUR POLICE DEPARTMENT TO ENTER INTO A STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO SIGN FUTURE MUTUAL AID AGREEMENTS WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

The Emergency Management Act, Chapter 252, provides each local government of the State of Florida with the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

As such, the Statewide Mutual Aid Agreement is brought to the Council for approval so that the Village is able to request assistance during any emergency or critical incident. The resolution authorizes the Village Manager to take all actions necessary to implement the purposes of this resolution and to sign future mutual aid agreements with the Florida Division of Emergency Management on behalf of the Village.



**THE BAL HARBOUR EXPERIENCE**

Ensuring the safety and welfare of the community is an underlying pillar of the Bal Harbour Experience. During emergency situations, it is imperative that the Village have access to resources through mutual aid from statewide partners in order to provide the most efficient and effective response.

**CONCLUSION**

The Statewide Mutual Aid Agreement provides the Village with a framework to access resources during critical or emergency situations, which require assistance from statewide partners. In order to request assistance from any of these state entities, the Village is required to enter into this mutual aid agreement.

I, therefore, recommend approval of this item.

**Attachments:**

1. Statewide Mutual Aid Agreement

RESOLUTION NO. 2025-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE BAL HARBOUR POLICE DEPARTMENT TO ENTER INTO A STATEWIDE MUTUAL AID AGREEMENT WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO SIGN FUTURE MUTUAL AID AGREEMENTS WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

**WHEREAS**, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

**WHEREAS**, this Resolution authorizes the request, provision and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

**WHEREAS**, this Council finds it in the best interest of the Village for the Police Department to enter into this mutual aid agreement and to authorize the Village Manager to sign future mutual aid agreements with the Florida Division of Emergency Management

**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 in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, the Statewide Mutual Aid Agreement, which is attached hereto and incorporated

by reference is approved.

**Section 3. Manager Authorized.** That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution and to sign future mutual aid agreements with the Florida Division of Emergency Management on behalf of the Village.

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

PASSED AND ADOPTED this 15<sup>th</sup> day of July 2025.



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Mayor Jeffrey P. Freimark

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT - 2023**

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The “Division” is the Florida Division of Emergency Management.
- C. A “Requesting Party” to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An “Assisting Party” to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The “Period of Assistance” is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A “Mission” is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A “local government” is any educational district, special district, or any entity that is a “local governmental entity” within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An “educational district” is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A “special district” is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A “tribal council” is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An “interlocal agreement” is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A “Resource Support Agreement” as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. “Proof of work” as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals’ emergency response activity at a tactical level.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

## ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

## ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

## ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

## ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

## ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

## ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

## ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

## ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

## ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.***

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk or Deputy Clerk

By: \_\_\_\_\_

Chair

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

County Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A CITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

City Attorney



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SCHOOL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERSITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_ SPECIAL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

By: \_\_\_\_\_

Council Clerk

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for Council





# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_ Date: \_\_\_\_\_

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

\_\_\_\_\_

\_\_\_\_\_  
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## **STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT** **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____





# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

A RESOLUTION APPROVING THE ADDITIONAL SERVICES AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., (CMA) FOR THE PROVISION OF PROFESSIONAL ENGINEERING, SERVICES FOR THE STORMWATER CONNECTIVITY IMPROVEMENTS AND ASSOCIATED WORK RELATED TO THE UTILITIES INFRASTRUCTURE IMPROVEMENTS PROJECT PHASES 5(B), 5(C) BAL BAY DRIVE STORM WATER CONNECTIVITY AND STORMWATER PUMP STATION REHABILITATION, AS SPECIFIED WITHIN CMA PROPOSAL NO. P19.453.004AS07 IN THE AMOUNT NOT TO EXCEED \$44,920.

### Issue:

Should the Village Council approve the additional services agreement with CMA to revise the stormwater pump station construction documents 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:


During the onsite pre-bid meeting related to the public solicitation period for the now closed Request for Proposals(RFP), 2025-01 Parcels 5(b) and 5(c) Neighborhood Improvement, additional scope of work items were identified to provide for the operation of the station during renovation, facilitation of ongoing maintenance of the station after its renovation and adding a gate valve to prevent Bay water from entering the system during seasonal King tide. The review of the bid results determined that the identified scope revisions were appropriate and when incorporated into the scope of work, the resulting project scope meets the project budget and optimizes the upgrades to the pump station. Retained Village engineers, Chen Moore and Associates, Inc. provided the requested proposal No. P19.453.004AS07 in the amount of \$44,920.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

	Amount	Account	Account #
	\$44,920.00	Utility Master Plan - Project 7 - Capital Outlay	01-41-506407

### Sign off:

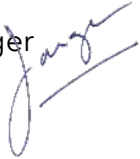
Director Public Works & Beautification Department	Chief Financial Officer	Village Manager
Julio Magrisso	Claudia Dixon	Jorge M. Gonzalez
		

# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: July 15, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ADDITIONAL SERVICES AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., (CMA) FOR THE PROVISION OF PROFESSIONAL ENGINEERING, SERVICES FOR THE STORMWATER CONNECTIVITY IMPROVEMENTS AND ASSOCIATED WORK RELATED TO THE UTILITIES INFRASTRUCTURE IMPROVEMENTS PROJECT PHASES 5(B), 5(C) BAL BAY DRIVE STORM WATER CONNECTIVITY AND STORMWATER PUMP STATION REHABILITATION, AS SPECIFIED WITHIN CMA PROPOSAL NO. P19.453.004AS07 IN THE AMOUNT NOT TO EXCEED FORTY FOUR THOUSAND NINE HUNDRED TWENTY DOLLARS (\$44,920) DOLLARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

On May 22, 2022, the Council adopted Resolution No. 2022-1465 approving the agreement with retained design engineers Chen Moore and Associates, Inc. (CMA), for the design of the planned stormwater system improvements at the phase 5b, 5c phase 7 stormwater pump station locations.

Subsequently, in the spring of 2025, CMA completed the engineering designs and obtained the required permits to allow for the construction of the envisioned stormwater system improvements.

Additionally, Village Engineers Calvin Giordano & Associates, Inc. (CGA), were tasked with the preparation of the construction bid documents and addressing questions during the solicitation process.

### **ANALYSIS**

The primary location of the envisioned work is the stormwater pump station PS No. 2 at the intersection of Bal Bay Drive and West Harbour Way and the adjacent phase 5b, 5c locations. The project consists of drainage improvements within the Gated Residential Community, which include excavation, installation of storm drainage infrastructure, pump



station rehabilitation and upgrades (electrical, instrumentation, generator, etc.), drainage injection wells, new curb and gutter, and asphalt milling and paving.

There is a companion Item on the July 15, 2025, Council meeting agenda to approve an agreement for the construction of the stormwater pump station PS No. 2 and related improvements, resulting from the recently closed Request for Proposal (RFP), 2025-01 Parcels 5(b) and 5(c) Neighborhood Improvement. This Resolution approves an additional engineering and design services agreement with Chen Moore and Associates, Inc. (CMA) to create design revisions as identified during the public solicitation process.

The public solicitation period started on May 01, 2025, and concluded on June 24, 2025. During the onsite pre-bid meeting, held on May 15, 2025, some of the existing pump station components, which are not part of the original scope of work, were identified as defective and would require replacement soon. Other items were discussed to provide for the operation of the station during renovation, facilitation of ongoing maintenance of the station after its renovation and also adding a gate valve to prevent Bay water from entering the system during seasonal King tide. The specific items discussed are detailed below.

- Relocation of the new electrical panels behind the existing ones, to allow for installation of the new panels without interruption to the existing electrical service. This will also require updates to the fencing/screening as needed.
- Replacing the existing butterfly valves which are operated via a hand wheel and hydraulic cylinder and serve as a bypass to the wet well weir, with new gate valves. It is presumed that the flanged wall thimble to which these valves connect is to remain.
- Replacement of the existing force main valves which currently serve for pressure relief.
- Replacing all portions of the existing force main, including all associated fittings and valves currently under the existing concrete slab. This includes all force main piping within the pump station, as well as the associated support hangers.
- The addition of a 72" gate valve just upstream of the inflow to the pump station - downstream of existing manhole MHD-171 -to facilitate pump stations maintenance. The valve shall be capable of being operated from within the pump station, such that revisions to the fence/screening would be required for this.
- Given the extent of these replacements which would occur under the existing pump station reinforced concrete top slab, the entire top slab would also require replacement. Hatches shall also be replaced with new, watertight units.

Because these scope changes were identified during the public solicitation process, an add-alternate price sheet was developed and incorporated into the public solicitation to obtain pricing for these revisions. On June 03, 2025, prior to the closing of the pump station solicitation, CMA submitted the requested additional services proposal No. P19.453.004AS07, in the amount of forty-four thousand nine hundred twenty dollars (\$44,920).

As detailed within the previously discussed companion Council meeting agenda item, after the close of the public solicitation on June 24, 2025, the review of the bid results determined that the identified scope revisions were appropriate and when incorporated into the phase 1 scope of work, the resulting project scope meets the project budget. The scope of work revisions also provides the best use of available funds, optimizes the upgrades to the pump station, provides tidal flood control and maintains station operation during the renovation work, while eliminating the need to complete additional work soon to replacing failing components.

The scope of services and deliverables to be provided by CMA are outlined in detail in their proposal attached.

The construction documents revisions are anticipated to be completed within 60 days of the issuance of the Notice To Proceed (NTP) for the requested revisions. The Village Building Department will conduct the applicable review and issue permits as required. The scope of service revisions are not anticipated to adversely impact the overall Project construction schedule, due to major component delivery lead times.

### **THE BAL HARBOUR EXPERIENCE**

This action is aligned with the Village's stated mission through *The Bal Harbour Experience*. The construction of the envisioned Stormwater Pump Station improvements ensures that Village stormwater facilities and infrastructure are modernized supporting the goal of Modernized Public Facilities/Infrastructure. Additionally, the augmentation of Village water conservation efforts by ensuring the stormwater conveyance system does not allow pollutants into Biscayne Bay, aligns to the goal of Resiliency and Sustainable Community.

### **CONCLUSION**

This Resolution approves an additional engineering and design services agreement with Chen Moore and Associates, Inc. (CMA) to create design revisions as identified during the public solicitation process of a related companion item on the July 15, 2025 Council meeting agenda to approve an agreement for the construction of the stormwater pump station PS No. 2 and related improvements., resulting from the recently closed Request for Proposals(RFP), 2025-01 Parcels 5(b) and 5(c) Neighborhood Improvement.

I have reviewed the CMA proposal No. P19.453.004AS07, related to the additional envisioned stormwater system engineering activities and I have determined that the cost for the services requested is appropriate.

Based on my review, I am seeking your approval of this Resolution, which authorizes me to execute an Additional Services Agreement with Chen Moore for professional engineering services at a total not to exceed \$44,920.

### **Attachments:**

1. CMA proposal No. P19.453.004AS07

RESOLUTION NO. 2025-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ADDITIONAL SERVICES AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., (CMA) FOR THE PROVISION OF PROFESSIONAL ENGINEERING, SERVICES FOR THE STORMWATER CONNECTIVITY IMPROVEMENTS AND ASSOCIATED WORK RELATED TO THE UTILITIES INFRASTRUCTURE IMPROVEMENTS PROJECT PHASES 5(B), 5(C) BAL BAY DRIVE STORM WATER CONNECTIVITY AND STORMWATER PUMP STATION REHABILITATION, AS SPECIFIED WITHIN CMA PROPOSAL NO. P19.453.004AS07 IN THE AMOUNT NOT TO EXCEED FORTY FOUR THOUSAND NINE HUNDRED TWENTY DOLLARS (\$44,920) DOLLARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, a recent solicitation (RFP) 2025-01 for the Village Stormwater Pump Station, drainage improvements and related work, was developed to obtain pricing for Phase (1), the planned stormwater pump station improvements and for Phase (2), to replace the underground stormwater conveyance pipe with new upsized pipe in the northern portion of Bal Bay and Camden Drives as part of the 5B, 5C and #7 Neighborhood Improvement Project; and

**WHEREAS**, during the onsite pre-bid meeting related to the public solicitation additional scope of work items were identified to provide for the operation of the station during renovation, facilitation of ongoing maintenance of the station after its renovation and adding a gate valve to prevent Bay water from entering the system during seasonal King tides; and

**WHEREAS**, Chen Moore and Associates, Inc., submitted the requested Additional Services Proposal No. P19.453.004AS07 for professional engineering services associated with this work at a cost of forty-four thousand nine hundred twenty dollars (\$44,920); and

**WHEREAS**, this Council has determined that it is in the best interest of the Village to approve the Additional Services Agreement with Chen Moore and Associates, Inc. for



professional engineering services associated with this work at a cost of forty-four thousand nine hundred twenty dollars (\$44,920); and

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

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

**Section 2. Agreement Approved.** That the Additional Services Agreement with Chen Moore and Associates, Inc. for professional engineering services associated with this work at a cost of forty-four thousand nine hundred twenty dollars (\$44,920), is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

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

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

PASSED AND ADOPTED this 15<sup>th</sup> day of July, 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.

3150 SW 38<sup>th</sup> Avenue, Suite 950  
Miami, FL 33146  
Office: +1 (786) 497-1500



June 3, 2025

SENT VIA EMAIL  
([malvarez@balharbourfl.gov](mailto:malvarez@balharbourfl.gov))

Mr. Mike Alvarez, CGC, PWLF  
**Village of Bal Harbour**  
Utility Compliance Officer  
655 96<sup>th</sup> Street  
Bal Harbour, FL 33154

**Subject:       Parcels 5C & 5B Neighborhood Improvements – Civil Engineering  
CMA Additional Services Proposal No. P19.453.004AS07 – Bal Bay Drive  
Storm Water Connectivity and Stormwater Pump Station Rehabilitation**

Dear Mr. Alvarez:

Chen Moore and Associates (CMA) is pleased to submit this proposal for Additional Professional Engineering Services to provide additional civil engineering for Storm Water Connectivity and improvements to the existing storm water pump station at Bal Bay Drive to also serve portions of areas 5C & 5B, per the exhibit provided by the Village, in Bal Harbour, FL.

#### **SCOPE OF SERVICES**

During the onsite pre-bid meeting, held on May 15, 2025, some of the Village Operations personnel indicated that some of the pump station components which are not part of the current scope of work were defective and requested replacement. The items discussed are as follows:

- Relocation of the new electrical panels behind the existing ones, to allow for installation of the new panels without interruption to the existing electrical service. This will also require updates to the fencing/screening as needed.
- Replacing the existing butterfly valves which are operated via a hand wheel and hydraulic cylinder and serve as a bypass to the wet well weir, with new gate valves. It is presumed the flanged wall thimble which these valves connect to are to remain.
- Replacement of the existing force main valves which currently serve for pressure relief.
- Replacing all portions of the existing force main, including all associated fittings and valves currently under the existing concrete slab. This includes all force main piping within the pump station, as well as the associated support hangers.
- The addition of a 72" gate valve just upstream of the inflow to the pump station – downstream of existing manhole MHD-171 – to facilitate pump stations maintenance. The valve shall be capable of being operated from within the pump station, such that revisions to the fence/screening would be required for this.
- Given the extent of these replacements which would occur under the existing pump station reinforced concrete top slab, the entire top slab would also require replacement. Hatches shall also be replaced with new, watertight units.

### **PROJECT STAFFING**

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Jose L. Acosta, P.E., Executive Vice President  
Principal Engineer/Senior Project Manager – Gregory Mendez, P.E.

Engineering Staff includes the following:

- Michael Buick, P.E., Senior Engineer
- Arnaldo Roman, E.I., Engineer
- Andres Aristazabal, Senior Designer
- Jose McCray, Sr. Construction Specialist

### **SCOPE OF WORK**

**Task 30 – Revise Construction Documents** – For the development of this task, the following is the responsibility of the Consultant:

- Consultant shall revise the contract documents to include the items listed on the Scope of Services on this proposal.

#### **Deliverables:**

- Provide one (1) electronic copy of the revised construction plans
- Updated Design schedule (as required)
- Revised Engineer's Opinion of Probable Cost

**Task 31 - Permitting Revisions** -The Consultant will prepare the Permit revisions packages. The Consultant will then submit the Permit Packages to the respective permitting agencies and respond to any RFIs the agencies may have. The submittal of the Permit Package will include four (4) copies and the following information:

- Revised Drawings, Signed and Sealed by the Consultant (as required)
- Required Support Information to Support Permit Request
- Completed Permit Applications for Each Agency Signed and Sealed by the Consultant
- Incorporate Revisions Requested by the Permitting Agencies

It is anticipated that the agencies which will require permit revisions are the Bal Harbour Village Building Department and the Florida Department of Environmental Protection (FDEP). Re-permitting through Miami-Dade County (MDC) Municipal Plans Review or MDC Division of Environmental Resources Management (DERM) Water Control Section (WCS), agencies from which approval has been obtained for this project, is not anticipated and thus not included in this scope of work.

**Permit Fees** – All permit fees shall be paid by the Village of Bal Harbour. A request for the specific permit fees shall be made by the consultant in advance of agency submittal.



**Task 32 – 100% Contract Documents (Final - Revised)** - The 100% CDs will include the following items:

- Incorporate Comments/revisions from the revised plans and any Permitting comments/revisions.
- Update (finalize anew) Engineer's Opinion of Probable Cost

**Deliverables:**

- Final Drawings- One (1) digitally signed & sealed plan set
- One (1) copy of all plan sets stamped-approved by the applicable permitting agencies
- Final Construction Cost Estimate
- Approved permit package
- eTransmit containing the project's electronic drawings in AutoCAD format (if requested)
- Finalized Engineer's Opinion of Probable Cost

**Task 33 – Additional Construction Administration Support Services** – Consultant shall perform the following, as it relates to the revised/additional storm water pump station improvements:

- Consultant shall perform required shop drawing reviews as they relate to the additional improvements designed and permitted under this scope of services.
- Consultant shall respond to requests for information (RFIs) during both the bid and construction phases.
- Consultant shall perform site visits as required for certification
- Consultant shall prepare certification packages as required

**Information to be provided by client**

- Fully executed copy of this proposal and/or Official Village work Order.
- Any other information in the Village's possession that may be helpful with the execution of this work.

**ASSUMPTIONS AND EXCLUSIONS**

1. No environmental engineering is included in this proposal.
2. This proposal assumes that no work on the sanitary sewer system shall be undertaken with this work. The Village has recently explored the sanitary system and has made appropriate repairs exclusive of the work to be performed under this proposal.
3. The limited construction administration support services only includes site visits as required for testing, RFI resolution and/or as required for certifications. Part-time or full-time RPR services are not included.
4. No modifications or improvements to the existing outfall(s) are proposed or included in this proposal.
5. No new fencing design is included. It is understood, from recent correspondence with the Village, that fencing work shall be self-performed. As such, design/detailing of fence, associated gates, and screening are excluded from this scope of work. CMA shall show approximate location of fence modifications and gate on plans for reference only. Location of access gates shall be confirmed by the Village.

6. Slab shall be designed to handle a vacuum truck and other such, related maintenance vehicles. Vehicles shall enter the site from the northeast, on Harbour Way. Though a gate for vehicular access will be provided, a driveway connecting Harbour Way to this gate is not included; it is understood the Village will install temporary infrastructure for vehicular access as/when needed.

### **SCHEDULE AND FEES**

Consultant shall schedule work upon receipt of signed approval for this project as required.

Initial Schedule Consideration is as follows:

- Task 30 – Revise Construction Documents = 3 weeks
- Task 31 – Permitting Revisions = 60 days\*
- Task 32 - 100% Construction Documents (Revised – Final) = 2 weeks
- Task 33 – Additional Limited Assistance During Construction = per base scope of services

\*Permitting duration is estimated and is highly dependent on responses times from the respective regulatory agencies.

The total lump sum fee for this project will be divided as follows:

<b><u>Task(s)</u></b>	<b><u>Task Description</u></b>	<b><u>Lump Sum Fees</u></b>	<b><u>Total Fees</u></b>
Task 30	Revise Construction Documents	\$12,040.00	\$12,040.00
Task 31	Permitting Revisions	\$9,470.00	\$9,470.00
Task 32	100% Contract Documents (Revised - Final)	\$4,370.00	\$4,370.00
Task 33	Additional Construction Administration Support Services	\$3,540.00	\$3,540.00
	<b>SUBTOTAL</b>	<b>\$29,420.00</b>	<b>\$29,420.00</b>
	<i>Electrical Engineering (Smith Engineering)</i>	<i>\$1,000.00</i>	<i>\$1,000.00</i>
	<i>Structural Engineering (MUEngineers, Inc.)</i>	<i>\$14,500.00</i>	<i>\$14,500.00</i>
	<b>TOTAL</b>	<b>\$44,920.00</b>	<b>\$44,920.00</b>

Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500 x1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at [Gmendez@chenmoore.com](mailto:Gmendez@chenmoore.com).

Respectfully submitted,



CHEN MOORE AND ASSOCIATES  
Gregory Mendez, P.E.  
Principal Engineer / Miami Office Leader

Attachment(s): Exhibit A

Cc: Jose L. Acosta, PE, Vice President – Chen Moore and Associates  
Arnaldo Roman, EI, Engineer – Chen Moore and Associates

3150 SW 38<sup>th</sup> Avenue, Suite 950  
Miami, FL 33146  
Office: +1 (786) 497-1500



**EXHIBIT A**

**AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION**

CMA Project Name: **Parcels 5C & 5B Neighborhood Improvements – Additional Services #07 – Bal Bay Drive Storm Water Connectivity and Stormwater Pump Station Improvements**

Client Name: **Village of Bal Harbour**

Client Contact: **Mr. Mike Alvarez**

Client Address: **655 96th Street, Bal Harbour, FL 33154**

Client Phone/Fax: **(786) 566-3462 / F (305) 868-6575**

Client E-mail: **malvarez@balharbourfl.gov**

CMA Project No. **P19.453.004AS07**

Agreement Date: **June 3, 2025**

FEE: Lump Sum of **\$44,920.00**

RETAINER: **N/A**

Notice to Owner: The Village of Bal Harbour owns the right-of-way where the improvements are proposed. The Village of Bal Harbour are also the owners of the utilities.

**CHEN MOORE AND ASSOCIATES (CONSULTANT)**

Gregory A Mendez

Digitally signed by Gregory A Mendez  
DN: cn=Gregory A Mendez,  
ou=Qualifiers, o=19020000187C4289CA7009A384,  
c=CHEN MOORE AND ASSOCIATES, C=US  
Date: 2025.07.03 08:47:33-0400

\_\_\_\_\_  
Authorized Signature

Gregory Mendez, P.E. – Principal Engineer / Miami Office Leader  
Print Name/Title

\_\_\_\_\_  
Date

**VILLAGE OF BAL HARBOUR (CLIENT)**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date



## ADDITIONAL SERVICES AGREEMENT

Between

BAL HARBOUR VILLAGE

And

CHEN MOORE & ASSOCIATES

For

Work Authorization No. No. P19.453.004AS07 - Bal Bay Drive

Storm Water Connectivity and Stormwater Pump Station Improvements

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering and Consulting Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between BAL HARBOUR VILLAGE (hereinafter referred to as "VILLAGE") and Chen Moore & Associates hereinafter referred to as "CONSULTANT"), approved July 20th, 2018, as an award of RFQ 2017-04, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

On May 22, 2022, the Council adopted Resolution No. 2022-1465 approving the agreement with retained design engineers Chen Moore and Associates, Inc. (CMA), for the design of the planned stormwater system improvements at the phase 5b, 5c phase 7 Stormwater pump station locations.

On June 03, 2025, prior to the closing of the pump station solicitation, CMA submitted the requested additional services proposal No.P19.453.004AS07, in the amount of forty-four thousand nine hundred twenty dollars (\$44,920).

The VILLAGE and CONSULTANT agree as follows:

### SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide professional services associated with survey, design, permitting, bidding, and construction services for the work described above. The specific scope of services proposed by CMA is detailed as follows:

1.2 Professional engineering services to the VILLAGE for the Project as described in the "Scope of Service" attached as Exhibit "A."

1.3 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "A", which incorporates proposal No. P19.453.004AS07.

1.4 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

## SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

Professional services associated with survey, design, permitting, bidding, and construction services as specified within proposal No. P19.453.004AS04R1 in order to govern the installation of the work as designed by the CONSULTANT.

## SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through 10/30/2025, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manger, in his/her sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 45 days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services ("Services" or "Work") under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon receipt of a Notice to Proceed in a form similar to Exhibit "B" attached hereto. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification to Proceed.

3.3 Contract Time. Upon receipt of the Notification to Proceed, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in incorporated into this Agreement as Exhibit "A." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 Liquidated Damages. Unless otherwise excused by the VILLAGE in writing, in the event that the CONSULTANT fails to meet the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the VILLAGE the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$100

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the VILLAGE, estimated at or before the time of executing this Agreement. When the VILLAGE reasonably believes that completion will be inexcusably delayed, the VILLAGE shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the VILLAGE to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the VILLAGE has withheld payment, the VILLAGE shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

## SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Not to Exceed Sum of \$44,920. It is understood that the method of compensation is that of Not to Exceed Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Not to Exceed Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE's obligation to reimburse CONSULTANT for direct, non-salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

## SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1.1 Invoices Compensation. CONSULTANT shall submit invoices which are identified by ~~the specific project number~~ on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "A", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within ten (10) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within ten (10) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Village's reasonable satisfaction.

5.4 Retainage. The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due the CONSULTANT until the project is completed. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.5 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all



documents requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

## SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by VILLAGE upon ~~fourteen~~ (14) calendar days' written notice to the CONSULTANT should such CONSULTANT fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon ~~thirty~~ (30) calendar days' written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall within ~~ten~~ (10) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to ~~thirty~~ (30) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT's reasonable cost, actually incurred and paid, of demobilization and remobilization.

## SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

#### SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated July 18, 2018, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

#### SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

#### SECTION 10. MISCELLANEOUS

##### 10.1 Scrutinized Companies.

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

10.1.2. If this Agreement is for more than one million dollars, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONSULTANT, its affiliates, or its subcontractors are

found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

10.1.3 The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

10.1.4 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.

10.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

10.2.1 CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. CONSULTANT shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the VILLAGE.

10.2.2 Upon request from the VILLAGE's custodian of public records, CONSULTANT shall provide the VILLAGE with a copy of the requested records or allow CGI Task Agreement Construction Administration Services UIIP-Phase 7 SW pump station improvements 2025 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.

10.2.3 Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the VILLAGE.

10.2.4 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 the CONSULTANT shall be delivered by the CONSULTANT to the VILLAGE Manager, at no cost to the VILLAGE, within seven (7) days. All such records stored electronically by CONSULTANT shall be delivered to the VILLAGE in a format that is compatible with the VILLAGE's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.2.5 Any Compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

## SECTION 11. E-VERIFY

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



contract; and b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633, or by mail: VILLAGE Clerk, 655-96TH STREET BAL HARBOUR, FLORIDA 33154

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Mayor, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its\_\_\_\_\_, duly authorized officer to execute same.

**VILLAGE**  
BAL HARBOUR VILLAGE  
655 Ninety-Sixth Street  
Bal Harbour, FL 33154

By:\_\_\_\_\_  
Jorge M. Gonzalez, Village Manager

AUTHENTICATION: The\_\_\_\_\_day of\_\_\_\_\_, 2025.

Dwight S. Danie,  
Village Clerk

(SEAL)

APPROVED AS TO FORM

\_\_\_\_\_

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

CONSULTANT:  
Chen Moore & Associates, Inc.  
3150 SW 38<sup>th</sup> Ave Suite 950  
Miami FL, 33146

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
The \_\_\_\_\_ day of \_\_\_\_\_, 2022.

AUTHENTICATE:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_



Exhibit "A" SEE NEXT PAGE

3150 SW 38<sup>th</sup> Avenue, Suite 950  
Miami, FL 33146  
Office: +1 (786) 497-1500



June 3, 2025

SENT VIA EMAIL  
([malvarez@balharbourfl.gov](mailto:malvarez@balharbourfl.gov))

Mr. Mike Alvarez, CGC, PWLF  
**Village of Bal Harbour**  
Utility Compliance Officer  
655 96<sup>th</sup> Street  
Bal Harbour, FL 33154

**Subject:       Parcels 5C & 5B Neighborhood Improvements – Civil Engineering  
CMA Additional Services Proposal No. P19.453.004AS07 – Bal Bay Drive  
Storm Water Connectivity and Stormwater Pump Station Rehabilitation**

Dear Mr. Alvarez:

Chen Moore and Associates (CMA) is pleased to submit this proposal for Additional Professional Engineering Services to provide additional civil engineering for Storm Water Connectivity and improvements to the existing storm water pump station at Bal Bay Drive to also serve portions of areas 5C & 5B, per the exhibit provided by the Village, in Bal Harbour, FL.

#### **SCOPE OF SERVICES**

During the onsite pre-bid meeting, held on May 15, 2025, some of the Village Operations personnel indicated that some of the pump station components which are not part of the current scope of work were defective and requested replacement. The items discussed are as follows:

- Relocation of the new electrical panels behind the existing ones, to allow for installation of the new panels without interruption to the existing electrical service. This will also require updates to the fencing/screening as needed.
- Replacing the existing butterfly valves which are operated via a hand wheel and hydraulic cylinder and serve as a bypass to the wet well weir, with new gate valves. It is presumed the flanged wall thimble which these valves connect to are to remain.
- Replacement of the existing force main valves which currently serve for pressure relief.
- Replacing all portions of the existing force main, including all associated fittings and valves currently under the existing concrete slab. This includes all force main piping within the pump station, as well as the associated support hangers.
- The addition of a 72" gate valve just upstream of the inflow to the pump station – downstream of existing manhole MHD-171 – to facilitate pump stations maintenance. The valve shall be capable of being operated from within the pump station, such that revisions to the fence/screening would be required for this.
- Given the extent of these replacements which would occur under the existing pump station reinforced concrete top slab, the entire top slab would also require replacement. Hatches shall also be replaced with new, watertight units.

### **PROJECT STAFFING**

Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Jose L. Acosta, P.E., Executive Vice President  
Principal Engineer/Senior Project Manager – Gregory Mendez, P.E.

Engineering Staff includes the following:

- Michael Buick, P.E., Senior Engineer
- Arnaldo Roman, E.I., Engineer
- Andres Aristazabal, Senior Designer
- Jose McCray, Sr. Construction Specialist

### **SCOPE OF WORK**

**Task 30 – Revise Construction Documents** – For the development of this task, the following is the responsibility of the Consultant:

- Consultant shall revise the contract documents to include the items listed on the Scope of Services on this proposal.

#### **Deliverables:**

- Provide one (1) electronic copy of the revised construction plans
- Updated Design schedule (as required)
- Revised Engineer's Opinion of Probable Cost

**Task 31 - Permitting Revisions** -The Consultant will prepare the Permit revisions packages. The Consultant will then submit the Permit Packages to the respective permitting agencies and respond to any RFIs the agencies may have. The submittal of the Permit Package will include four (4) copies and the following information:

- Revised Drawings, Signed and Sealed by the Consultant (as required)
- Required Support Information to Support Permit Request
- Completed Permit Applications for Each Agency Signed and Sealed by the Consultant
- Incorporate Revisions Requested by the Permitting Agencies

It is anticipated that the agencies which will require permit revisions are the Bal Harbour Village Building Department and the Florida Department of Environmental Protection (FDEP). Re-permitting through Miami-Dade County (MDC) Municipal Plans Review or MDC Division of Environmental Resources Management (DERM) Water Control Section (WCS), agencies from which approval has been obtained for this project, is not anticipated and thus not included in this scope of work.

**Permit Fees** – All permit fees shall be paid by the Village of Bal Harbour. A request for the specific permit fees shall be made by the consultant in advance of agency submittal.



**Task 32 – 100% Contract Documents (Final - Revised)** - The 100% CDs will include the following items:

- Incorporate Comments/revisions from the revised plans and any Permitting comments/revisions.
- Update (finalize anew) Engineer's Opinion of Probable Cost

**Deliverables:**

- Final Drawings- One (1) digitally signed & sealed plan set
- One (1) copy of all plan sets stamped-approved by the applicable permitting agencies
- Final Construction Cost Estimate
- Approved permit package
- eTransmit containing the project's electronic drawings in AutoCAD format (if requested)
- Finalized Engineer's Opinion of Probable Cost

**Task 33 – Additional Construction Administration Support Services** – Consultant shall perform the following, as it relates to the revised/additional storm water pump station improvements:

- Consultant shall perform required shop drawing reviews as they relate to the additional improvements designed and permitted under this scope of services.
- Consultant shall respond to requests for information (RFIs) during both the bid and construction phases.
- Consultant shall perform site visits as required for certification
- Consultant shall prepare certification packages as required

**Information to be provided by client**

- Fully executed copy of this proposal and/or Official Village work Order.
- Any other information in the Village's possession that may be helpful with the execution of this work.

**ASSUMPTIONS AND EXCLUSIONS**

1. No environmental engineering is included in this proposal.
2. This proposal assumes that no work on the sanitary sewer system shall be undertaken with this work. The Village has recently explored the sanitary system and has made appropriate repairs exclusive of the work to be performed under this proposal.
3. The limited construction administration support services only includes site visits as required for testing, RFI resolution and/or as required for certifications. Part-time or full-time RPR services are not included.
4. No modifications or improvements to the existing outfall(s) are proposed or included in this proposal.
5. No new fencing design is included. It is understood, from recent correspondence with the Village, that fencing work shall be self-performed. As such, design/detailing of fence, associated gates, and screening are excluded from this scope of work. CMA shall show approximate location of fence modifications and gate on plans for reference only. Location of access gates shall be confirmed by the Village.

6. Slab shall be designed to handle a vacuum truck and other such, related maintenance vehicles. Vehicles shall enter the site from the northeast, on Harbour Way. Though a gate for vehicular access will be provided, a driveway connecting Harbour Way to this gate is not included; it is understood the Village will install temporary infrastructure for vehicular access as/when needed.

### **SCHEDULE AND FEES**

Consultant shall schedule work upon receipt of signed approval for this project as required.

Initial Schedule Consideration is as follows:

- Task 30 – Revise Construction Documents = 3 weeks
- Task 31 – Permitting Revisions = 60 days\*
- Task 32 - 100% Construction Documents (Revised – Final) = 2 weeks
- Task 33 – Additional Limited Assistance During Construction = per base scope of services

\*Permitting duration is estimated and is highly dependent on responses times from the respective regulatory agencies.

The total lump sum fee for this project will be divided as follows:

<b><u>Task(s)</u></b>	<b><u>Task Description</u></b>	<b><u>Lump Sum Fees</u></b>	<b><u>Total Fees</u></b>
Task 30	Revise Construction Documents	\$12,040.00	\$12,040.00
Task 31	Permitting Revisions	\$9,470.00	\$9,470.00
Task 32	100% Contract Documents (Revised - Final)	\$4,370.00	\$4,370.00
Task 33	Additional Construction Administration Support Services	\$3,540.00	\$3,540.00
	<b>SUBTOTAL</b>	<b>\$29,420.00</b>	<b>\$29,420.00</b>
	<i>Electrical Engineering (Smith Engineering)</i>	<i>\$1,000.00</i>	<i>\$1,000.00</i>
	<i>Structural Engineering (MUEngineers, Inc.)</i>	<i>\$14,500.00</i>	<i>\$14,500.00</i>
	<b>TOTAL</b>	<b>\$44,920.00</b>	<b>\$44,920.00</b>

Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500 x1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at [Gmendez@chenmoore.com](mailto:Gmendez@chenmoore.com).

Respectfully submitted,



CHEN MOORE AND ASSOCIATES  
Gregory Mendez, P.E.  
Principal Engineer / Miami Office Leader

Attachment(s): Exhibit A

Cc: Jose L. Acosta, PE, Vice President – Chen Moore and Associates  
Arnaldo Roman, EI, Engineer – Chen Moore and Associates

Exhibit B-Notice to Proceed

# BAL HARBOUR

- V I L L A G E -

JORGE M. GONZALEZ  
VILLAGE MANAGER

Chen Moore & Associates, Inc.  
3150 SW 38 th Ave Suite 950  
Miami FL, 33146

Attn: Gregory Mendez

RE: Work Authorization No. P19.453.004AS07  
Utility Infrastructure Improvements Project Phase 7 SW Pump Station Improvements

Dear Mr. Mendez,

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

The Village has appointed Michael Alvarez 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, Public works & Beautification Department Director  
Michael Alvarez, Compliance Officer  
Claudia Dixon, Chief Financial Officer

# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY BH ELENA LP; TO COMBINE UNITS 807 AND 809 LOCATED IN THE OCEAN FRONT DISTRICT AT 10295 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

### Issue:

Should the Council ratify the Building Official's approval of the Unity of Title for 10295 Collins Ave 807 and 809, by approving this Resolution?

### The Bal Harbour Experience:

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

### Item Summary / Recommendation:

BH ELENA LP (the "Owners") own the real properties located at 10295 Collins Ave Units 807 and 809 ("Property") of the Ocean Front zoning district. On June 3, 2025, the Owner advised the Village of its desire to combine the two units into one.

The Owner has submitted a Unity of Title, which has been reviewed and approved by the Village Attorney, to combine the two (2) units.

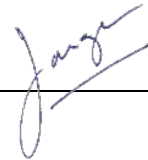
**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

	Amount	Account	Account #
	X	X	X

### Sign off:

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





# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: July 15, 2025

SUBJECT: **A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY BH ELENA LP; TO COMBINE UNITS 807 AND 809 LOCATED IN THE OCEAN FRONT DISTRICT AT 10295 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending that the Village of Bal Harbour (the "Village") Council ratify the Building Official's approval of the Unity of Title ("UOT") combining two units in the ocean front district into one by approving the resolution.

### **BACKGROUND**

BH ELENA LP (the "Owners") own the real properties located at 10295 Collins Ave Units 807 and 809 ("Property") of the Ocean Front zoning district. On June 3, 2025, the Owner advised the Village of its desire to combine the two units into one.

### **ANALYSIS**

Currently, the Property is legally described as the following:

UNIT 1:

THE RESIDENCES AT ONE BAL  
HARBOUR CONDO  
UNIT 807  
UNDIV 0.6546874%  
INT IN COMMON ELEMENTS  
OFF REC 26014-0098  
COC 26096-2890 11 2007 1  
NAME CHG AMDT OR 29342-4379  
FKA 10295 COLLINS AVE RESIDENTIAL CONDO

UNIT 2:

THE RESIDENCES AT ONE BAL  
HARBOUR CONDO  
UNIT 809  
UNDIV 0.5261492%  
INT IN COMMON ELEMENTS  
OFF REC 26014-0098  
COC 26033-3343 10 2007 1  
NAME CHG AMDT OR 29342-4379  
FKA 10295 COLLINS AVE RESIDENTIAL CONDO

Also known as 10295 Collins Ave, Unit 807, Bal Harbour, FL 33154, Miami-Dade County, Florida ("Unit 1") and 10295 Collins Ave, Unit 809, Bal Harbour, FL 33154, Miami-Dade County, Florida ("Unit 2"),

The Owner has submitted the attached UOT, which has been reviewed and approved by the Village Attorney, to combine the two units.

**THE BAL HARBOUR EXPERIENCE**

This item falls under the category "Other:" A Unity of Title to combine two residential lots 10295 Collins Ave 807 and 809.

**CONCLUSION**

The Administration recommends the adoption of the resolution, ratifying the Building Official's approval of the UOT for the combination of the residential lots into one as described above.

**Attachments:**

1. Unity of Title for 10295 Collins Ave 807 and 809
2. Property Appraiser's Detailed Report 10295 Collins Ave 807
3. Property Appraiser's Detailed Report 10295 Collins Ave 809
4. Owner Letter to Village
5. One Bal Harbour HOA Letter

RESOLUTION NO. 2025\_\_\_\_\_

**A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY BH ELENA LP; TO COMBINE UNITS 807 AND 809 LOCATED IN THE OCEAN FRONT DISTRICT AT 10295 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

**WHEREAS**, BH ELENA LP (the "Applicant") seeks to combine units 807 and 809 in the ocean front district located at 10295 Collins Avenue into one unit; and

**WHEREAS**, the Village Council desires to ratify the Building Official's approval of a Unity of Title for the Applicant to combine the two units into one unit; and

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

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

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

**Section 2. Ratification of Unity of Title.** That the application to create one unit from units 807 and 809 located at 10295 Collins Avenue, as described in the Unity of Title, is hereby ratified.

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

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

PASSED AND ADOPTED this 15<sup>th</sup> day of July 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.



This instrument prepared by and  
after recording return to:

10295 Collins Ave. Bal Harbour  
FL 33154 Unit 809

BH Elena LP

Folio Number(s): 12-2226-044-1730 (Unit 809)  
12-2226-044-1270 (Unit 809)

**UNITY OF TITLE**

The undersigned ("**Owner**") is the owner of the following described real property ("**Property**") located in Bal Harbour Village, Florida:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Street address:** 10295 Collins Ave, Bal Harbour, FL 33154

In consideration of the issuance of a building permit by Bal Harbour Village ("**Village**") for the construction of a \_\_\_\_\_ on the Property, Owner hereby agrees to restrict the use of the Property in the following manner:

1. **Property as One Parcel.** The Property shall be considered as one parcel of land. No portion of the Property shall be encumbered, mortgaged, sold, transferred, divided, conveyed, devised or assigned, except in its entirety as one parcel of land.
2. **Use of Property.** The Property shall only be used for \_\_\_\_\_ purposes. The only construction which may be permitted on the Property is that of a \_\_\_\_\_
3. **Covenant Running with the Land.** This Unity of Title is a covenant running with the land and shall remain in full force and effect and be binding upon the Owner, and its heirs, successors, and assigns until such time as this Unity of Title is modified or released in the manner provided herein.
4. **Term.** This Unity of Title shall run with the land and shall be binding on all parties and all persons claiming under it for a period of 30 years from the date this Unity of Title is

recorded, after which time it shall be extended automatically for successive periods of 10 years each.

5. **Modification, Amendment, Release.** This Unity of Title may only be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then-owner(s) of the Property, with joinders by all mortgagees, if any, and by the Director of the Bal Harbour Village Building Department or his or her successor or designee.
6. **Enforcement.** Enforcement of this Unity of Title shall be by action against any parties or person violating, or attempting to violate, any of the covenants set forth herein. The prevailing party in any action or suit pertaining to or arising out of this Unity of Title shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable attorneys' fees. This enforcement provision shall be in addition to any other remedies available at law or in equity.
7. **Authorization for Village to Withhold Permits and Inspections.** In the event the terms of this Unity of Title are not being complied with, in addition to any other remedies available, the Village is hereby authorized to withhold any further permits, and to refuse to make any inspections or grant any approvals, until such time as this Unity of Title is complied with.
8. **Recording.** Owner shall promptly record this Unity of Title in the Public Records of Miami-Dade County, Florida at the Owner's expense, and shall provide a copy of the recorded instrument to the Village within 10 days after recording.

**SIGNATURE BLOCKS ON FOLLOWING PAGES**

This Unity of Title has been executed by the Owner on May 21<sup>st</sup>, 2025

Witnesses (2 required):

Signature: [Signature]

Print name: Justin Kaspryk

Signature: [Signature]

Print name: Tom Condlive

OWNER: [Signature]

BH Elena LP

Address: 10295 Collins Ave #809  
Bal Harbor, FL 33154

### ACKNOWLEDGMENT

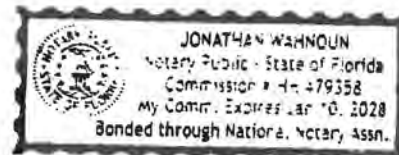
STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on May 21<sup>st</sup>, 2025  
by \_\_\_\_\_  
who (check one) ☒ is personally known to me or ☐ has produced \_\_\_\_\_  
as identification.

My Commission Expires: Jan 10<sup>th</sup>, 2028

[Signature]  
NOTARY PUBLIC, State of Florida

Print Name: Jonathan Wahnoun







# PROPERTY APPRAISER OF MIAMI-DADE COUNTY

## Summary Report

Generated On: 07/01/2025

PROPERTY INFORMATION	
<b>Folio</b>	12-2226-044-1270
<b>Property Address</b>	10295 COLLINS AVE UNIT: 807 BAL HARBOUR, FL 33154-1471
<b>Owner</b>	BH ELENA L P
<b>Mailing Address</b>	841 LEXINGTON AVE QUEBEC WESTMOUNT H3Y 1L2, CANADA
<b>Primary Zone</b>	5000 HOTELS & MOTELS - GENERAL
<b>Primary Land Use</b>	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
<b>Beds / Baths /Half</b>	3 / 3 / 1
<b>Floors</b>	0
<b>Living Units</b>	1
<b>Actual Area</b>	
<b>Living Area</b>	3,289 Sq.Ft
<b>Adjusted Area</b>	3,289 Sq.Ft
<b>Lot Size</b>	0 Sq.Ft
<b>Year Built</b>	2007

ASSESSMENT INFORMATION			
Year	2025	2024	2023
<b>Land Value</b>	\$0	\$0	\$0
<b>Building Value</b>	\$0	\$0	\$0
<b>Extra Feature Value</b>	\$0	\$0	\$0
<b>Market Value</b>	\$3,932,110	\$3,932,110	\$3,932,110
<b>Assessed Value</b>	\$3,932,110	\$3,659,850	\$3,327,137

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
<b>Non-Homestead Cap</b>	Assessment Reduction		\$272,260	\$604,973
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

SHORT LEGAL DESCRIPTION	
THE RESIDENCES AT ONE BAL	
HARBOUR CONDO	
UNIT 807	
UNDIV 0.6546874%	
INT IN COMMON ELEMENTS	



TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
<b>COUNTY</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,932,110	\$3,659,850	\$3,327,137
<b>SCHOOL BOARD</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,932,110	\$3,932,110	\$3,932,110
<b>CITY</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,932,110	\$3,659,850	\$3,327,137
<b>REGIONAL</b>			
<b>Exemption Value</b>	\$0	\$0	\$0
<b>Taxable Value</b>	\$3,932,110	\$3,659,850	\$3,327,137

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
06/04/2018	\$100	31232-0818	Corrective, tax or QCD; min consideration
05/29/2018	\$4,450,000	31012-3912	Qual by exam of deed
06/17/2009	\$2,720,000	26933-3792	Qual by exam of deed
11/01/2007	\$2,550,000	26096-2890	Sales which are qualified

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidad.gov/info/disclaimer.asp>





# PROPERTY APPRAISER OF MIAMI-DADE COUNTY

## Summary Report

Generated On: 07/01/2025

PROPERTY INFORMATION	
<b>Folio</b>	12-2226-044-1730
<b>Property Address</b>	10295 COLLINS AVE UNIT: 809 BAL HARBOUR, FL 33154-1471
<b>Owner</b>	BH ELENA LP
<b>Mailing Address</b>	10295 COLLINS AVE 809 BAL HARBOUR, FL 33154
<b>Primary Zone</b>	5000 HOTELS & MOTELS - GENERAL
<b>Primary Land Use</b>	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
<b>Beds / Baths /Half</b>	3 / 3 / 1
<b>Floors</b>	0
<b>Living Units</b>	1
<b>Actual Area</b>	
<b>Living Area</b>	2,643 Sq.Ft
<b>Adjusted Area</b>	2,643 Sq.Ft
<b>Lot Size</b>	0 Sq.Ft
<b>Year Built</b>	2007

ASSESSMENT INFORMATION			
Year	2025	2024	2023
<b>Land Value</b>	\$0	\$0	\$0
<b>Building Value</b>	\$0	\$0	\$0
<b>Extra Feature Value</b>	\$0	\$0	\$0
<b>Market Value</b>	\$3,590,528	\$4,224,150	\$4,224,150
<b>Assessed Value</b>	\$3,590,528	\$4,224,150	\$2,168,181

BENEFITS INFORMATION				
Benefit	Type	2025	2024	2023
<b>Save Our Homes Cap</b>	Assessment Reduction			\$2,055,969
<b>Homestead</b>	Exemption			\$25,000
<b>Second Homestead</b>	Exemption			\$25,000

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION	
THE RESIDENCES AT ONE BAL HARBOUR CONDO	
UNIT 809	
UNDIV 0.5261492%	
INT IN COMMON ELEMENTS	



TAXABLE VALUE INFORMATION			
Year	2025	2024	2023
<b>COUNTY</b>			
<b>Exemption Value</b>	\$0	\$0	\$50,000
<b>Taxable Value</b>	\$3,590,528	\$4,224,150	\$2,118,181
<b>SCHOOL BOARD</b>			
<b>Exemption Value</b>	\$0	\$0	\$25,000
<b>Taxable Value</b>	\$3,590,528	\$4,224,150	\$2,143,181
<b>CITY</b>			
<b>Exemption Value</b>	\$0	\$0	\$50,000
<b>Taxable Value</b>	\$3,590,528	\$4,224,150	\$2,118,181
<b>REGIONAL</b>			
<b>Exemption Value</b>	\$0	\$0	\$50,000
<b>Taxable Value</b>	\$3,590,528	\$4,224,150	\$2,118,181

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
09/27/2023	\$5,500,000	33909-4966	Qual by exam of deed
10/01/2007	\$2,835,000	26033-3343	Sales which are qualified
10/01/2007	\$2,200,000	26033-3337	Sales which are qualified

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**June 3<sup>rd</sup> 2025**

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

To whom it may concern,

I am writing to formally request the issuance of a Unity of Title for two condominium units that I own within the Village of Bal Harbour: Unit 807 and Unit 809, located at 10295 Collins Ave Bal Harbour, FL 33154, The Ritz-Carlton.

It is my intention to combine these two units into a single, unified residential unit. As part of the process, I understand that the Village requires a Unity of Title to recognize the two parcels as a single legal entity for zoning and permitting purposes. Accordingly, I respectfully request that the Village of Bal Harbour initiate and process the Unity of Title for these properties.

Sincerely,



**Elena Borsellino**



July 9, 2025

To Whom It May Concern:

I hereby confirm that the Residences at One Bal Harbour Condo Association acknowledges and approves the Owners of units 807+809 to move forward with the unity of title process under unit 807.

Please do not hesitate to contact me if you need additional clarification or I can be of further assistance.

Thank you,

A handwritten signature in black ink, appearing to be 'AR' inside a circle.

**Anastasia Rosa, CAM**

Residences Manager

**The Residences at One Bal Harbour**

10295 Collins Ave | Bal Harbour, FL 33154

Direct: 305.455.5462

[manager@obhresidences.com](mailto:manager@obhresidences.com)

# BAL HARBOUR

- VILLAGE -

## 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. This item passed on First Reading at the June 17th, 2025 Village Council Meeting.

**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: July 15, 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 Second 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.

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 proposed rate change was approved on first reading by the Village Council at their June meeting.

### **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:<sup>1</sup>

**Sec. 9-40. - Local business tax schedule.<sup>1</sup>**

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;

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<sup>1</sup> 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 17<sup>th</sup> day of June, 2025.

PASSED AND ADOPTED on second reading this 15<sup>th</sup> day of July, 2025.



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Mayor Jeffrey P. Freimark

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



# BAL HARBOUR

- VILLAGE -

## BUSINESS IMPACT STATEMENT

### Proposed Ordinance 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; PROVIDING FOR AN INCREASE IN CERTAIN BUSINESS TAXES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**Exempt - Ordinance relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.**

### Summary of Proposed Ordinance and Statement of Purpose to be Served:

This Ordinance seeks to amend 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:

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. After the conditions specified in 205.0535 subsections (2) and (3) are met, municipalities and counties may, every other year thereafter, increase or decrease by ordinance the rates of business taxes by up to 5 percent. Revenues collected remain with local governments as general revenue.

Authorization of a five-percent (5%) rate adjustment to Local Business Taxes for FY 2025-26 (FY 2026) ensures that BTR rates will keep pace with the Consumer Price Index adjustments and that businesses pay their proportionate share for the cost of Village services.

### Estimate of Direct Economic Impact on Private/For Profit Businesses:

- a. **Estimate of Direct Business Compliance Costs:** Exempt.
- b. **New Charges/Fees on Business Impacted:** Exempt.
- c. **Estimate of Regulatory Cost:** Exempt.

### Good Faith Estimate of Number of Businesses Likely Impacted:

Exempt - Ordinance relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.

# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME, AND PLACE FOR THE FIRST BUDGET HEARING FOR FISCAL YEAR 2025-26; AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY.**

### Issue:

Should Council approve the Resolution to set the tentative millage rate and on what date should the First Budget Hearing be scheduled?

### The Bal Harbour Experience:

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

### Item Summary / Recommendation:

Annually in July, the Village is required to establish the millage ceiling for the ensuing fiscal year. This ceiling can be easily amended downward during the September budget hearings. Adjusting upwards, however would require extraordinary efforts. The proposed ceiling for this year is comprised of two calculations. The operating rate of \$1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. The Processing and Defense fund rate of \$0.1785 is proposed again this year to support the Village in meeting legal and consulting expense needs related to the ongoing review of the Bal Harbour Shops' Live Local Act application, as well as other current and expected litigation. The Village continues to be involved in pending and threatened litigation. These claims are not covered by insurance nor are they limited by state statute and without proper funding, are anticipated to have a material adverse effect on the financial position of the Village.

It is recommended that the Village Council approve the Resolution determining the proposed total combined millage rate of 2.1439 mills. This combined rate includes the operating rate of \$1.9654 to fund the ongoing operations of the Village, plus the maintenance of the Processing and Defense fund at a rate of \$0.1785.

The first budget hearing on Tuesday, September 9th, 2025, at 6:30 p.m. in the Village Council Chamber per Florida Statutes (F.S.) 200.065 as provided on the Village's website, the meeting agenda or the TRIM notice mailed by the Property Appraiser.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Advisory Board Recommendation:

The unanimous consensus of the Village Budget Advisory Committee was to recommend a tentative combined millage rate of \$2.1439 mills. This combined rate includes the current operating rate of \$1.9654 to fund the ongoing operations of the Village, plus the maintenance of the Processing and Defense fund at a rate of \$0.1785. mills at their June 25, 2025 meeting.

### Financial Information:

	Amount	Account	Account #
	\$13,719,788	Ad Valorem Taxes	01-00-311000
	\$1,246,047	Ad Valorem Taxes - Processing and Defense Fund	01-00-311200

### 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: July 15, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME AND PLACE FOR THE FIRST BUDGET HEARING FOR FISCAL YEAR 2025-2026; AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended the Village Council Approve the Resolution determining the proposed tentative millage rate (combined millage rate) of 2.1439 mills, and set the first budget hearing on September 9th, 2025, at 6:30 p.m., and the second budget hearing on September 16th, 2025, at 6:30 p.m., in the Village Council Chamber per Florida Statutes (F.S.) 200.065 as provided on the Village's website, the meeting agenda or the TRIM notice mailed by the Property Appraiser. The proposed combined millage rate for this upcoming year is comprised of two calculations. The current fiscal year operating rate of \$1.9654 to fund the ongoing operations of the Village plus the maintenance of the current fiscal year Processing and Defense fund at a rate of \$0.1785.

### **INTRODUCTION**

The Miami-Dade County Property Appraiser provides municipalities with a certification of Assessment Roll Values for the upcoming fiscal year on July 1, each year. Pursuant to Florida Statutes (F.S) 200.065, within thirty-five (35) days of certification of value, each taxing authority shall advise the Property Appraiser of its proposed millage rate, and of the date, time, and place at which its first public budget hearing will be held to consider the proposed millage rate and tentative budget. This requires the setting of the preliminary millage rate, and establishing the date and time for the budget hearing at the July Village Council meeting. It should be noted that setting the preliminary millage rate is simply an initial step in our budget process. The preliminary millage rate or ceiling declared by Village Council, cannot be increased without extraordinary efforts per Florida Statutes 200.065(2)d during the budget hearings but it can be decreased or remain unchanged.

The proposed resolution also sets the hearing date for the First Budget Hearing in September 2025. F.S. 200.065.2(e) 2, requires the hearings shall be held after 5 p.m. and cannot conflict with the budget hearing dates for the Miami-Dade County School Board scheduled to take place on July 30th and September 10th, and Miami-Dade County scheduled to take place on September 4th and September 18th. Therefore, we

recommend holding the first Fiscal Year 2025-2026 Bal Harbour Village Budget Hearing on Tuesday, September 9th, at 6:30 p.m. in the Council Chambers as provided on the Village's website, the meeting agenda or the TRIM notice mailed by the Property Appraiser, with the second and final Budget Hearing scheduled for Tuesday, September 16th, 2025, at 6:30 p.m. in the Council Chambers. Establishment and adherence to these dates allow for statutorily required advertising deadlines for the maintenance of the Valorem millage and Non-Ad Valorem assessment rates.

**TAX ROLL, MILLAGE RATE, AD VALOREM REVENUE, AND ROLLED-BACK RATE**

The tax roll certified by the Miami-Dade County Property Appraiser on July 1, 2025, is \$7,348,062,198, which is an increase of 6.5% from the same value last year. Keeping the current combined rate of \$2.1439 to fund operations and maintain the Processing and Defense fund would generate \$14,965,835; as opposed to \$14,046,014 for the current year's budgeted revenue. The proposed combined millage rate for this upcoming year is comprised of two calculations. The current operating rate of \$1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, I am proposing again this year, to adjust the current operating rate by \$0.1785 to generate incremental funding to adequately fund the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is likely to ensue.

During the FY 2024-25 budget process, Village Council approved specific funding by way of an incremental increase to the Village's operating millage rate of \$0.1785 to pay for application review, legal and related defence costs. As you know, the Village continues to be involved in pending and threatened litigation related to the Bal Harbour Shops' Live Local Act application. To date, the Village has disbursed approximately \$950,000 in legal and related costs to review the application and defend the Village's position. This expense is only expected to grow significantly as the process progresses. During the several public meetings and hearings that have been held regarding this proposal, it has been clear and nearly unanimous, that the residents desire the Village Council "do whatever it takes" to protect the Village. This process is expected to be long and expensive, especially as it leads to further complex litigation, as is expected. These claims and costs are not covered by insurance nor are they limited by state statute and are anticipated to have a material adverse effect on the financial position of the Village.

The overall preliminary property tax value increase results from property sales and new construction that occurred during the calendar year 2024. This increase is timely due to increased costs resulting from labor and vendor related costs; as well as continuing to invest in our capital projects. This increase, however, is subject to changes that will likely result from appeals to the Value Adjustment Board (VAB) Hearings. To partially offset their fluctuation in values and revenues, the Village includes a Millage Stabilization line item of \$200,000 in the budget to help offset the VAB adjustments that occur during the fiscal year.

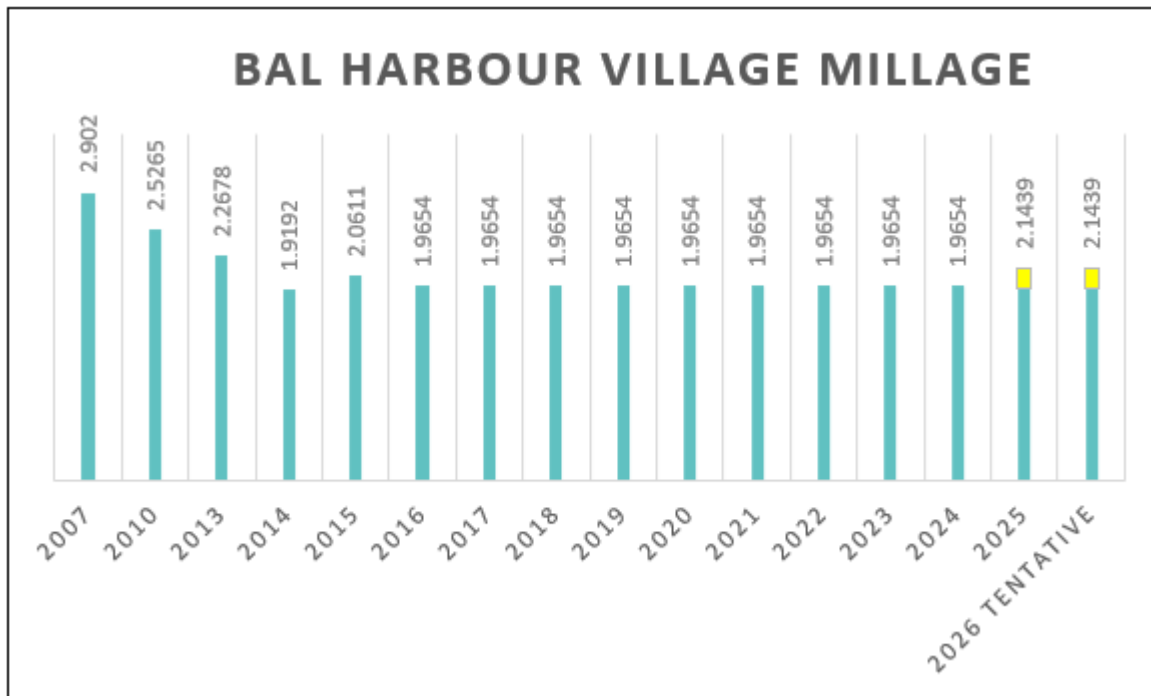


The rolled-back rate for FY 2025-2026 would be \$1.9933 mills. The rolled-back rate, calculated as required by the Florida State Department of Revenue, will provide the same ad valorem tax revenue during the prior year, exclusive of new construction and improvements. The preliminary proposed combined millage rate of \$2.1439 mills (which includes a rate of \$0.1785 for funding of a Processing and Defense fund ) is higher by \$0.1506 than the current year aggregate roll-back rate. The state-required methodology for calculating the rolled-back rate requires the use of the current year's gross roll value.

### **PROPOSED MILLAGE RATE HISTORY & ANALYSIS**

Since FY 2007, the millage rate for the Village has dropped significantly, by over 32% from \$2.9020 mills to \$1.9654 mills for the current operating millage rate. The proposed combined tentative millage rate of \$2.1439 for FY 2025-2026 represents the current operating millage rate of \$1.9654, plus a \$0.1785 millage adjustment to maintain the Processing and Defense fund.

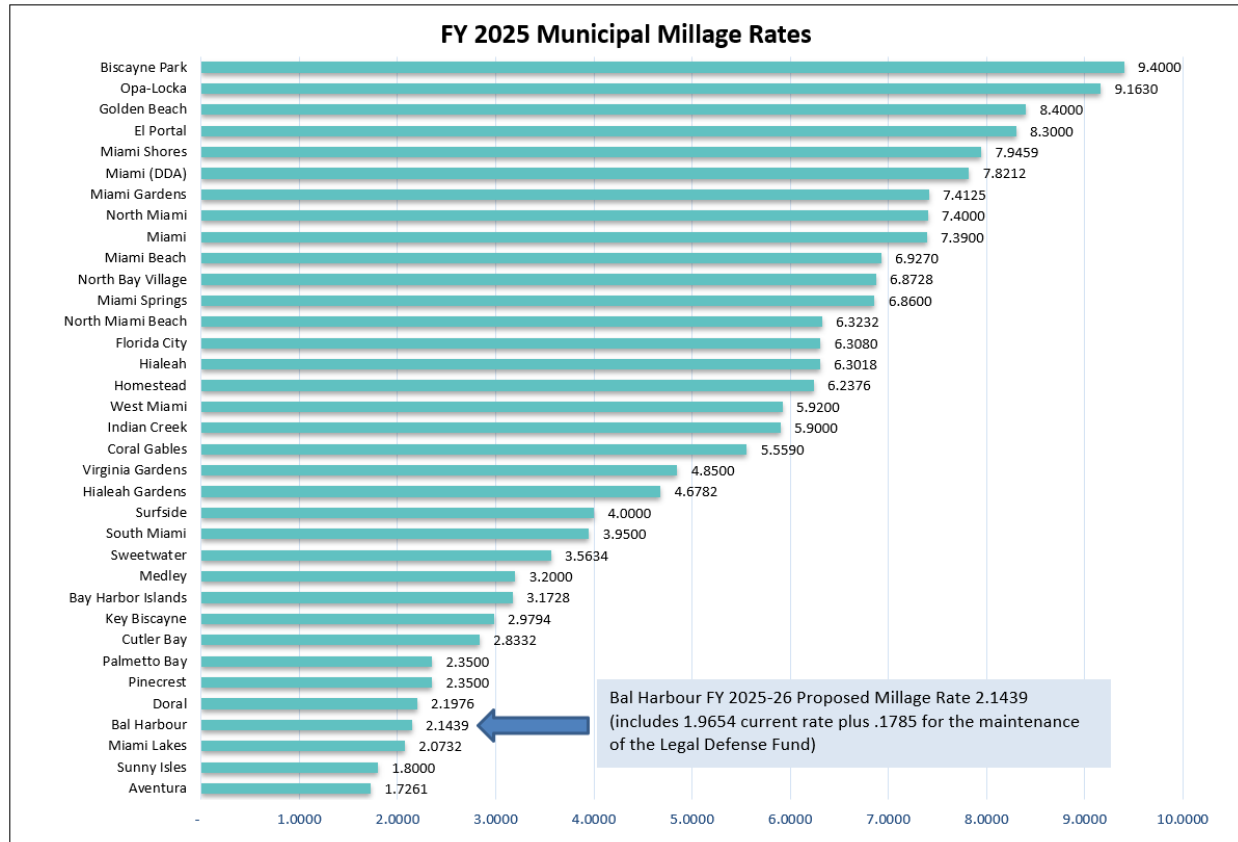
Maintaining a historically low millage rate for the last ten fiscal years has allowed the Village to provide stable service delivery and plan for future capital projects through the appropriation of funding on an annual basis. The following chart reflects the millage rates from FY 2008 through FY 2025, and the continuation of the current operating rate of \$1.9654, plus a rate of \$0.1785 for the Processing and Defense fund for FY 2026:



Currently, the FY 2024-2025 adopted combined millage rate for Bal Harbour Village is the fourth municipal millage rate in Miami-Dade County as compared to other cities. It is the only long-established municipality within the grouping of the lowest nine millage rates for Miami-Dade County cities. In addition, Bal Harbour Village represents the fourth lowest

total combined (inclusive of Millage rates charged by overlapping jurisdictions) millage rate in Miami Dade County Cities.

The following chart reflects the FY 2025 adopted millage rates for Miami-Dade County municipalities.



It is recommended that Village Council tentatively set a preliminary combined millage rate for Fiscal Year 2025-2026, at \$2.1439 mills (represents the current operation millage rate of \$1.9654, plus a \$0.1785 millage for the maintenance of the Processing and Defense fund ), a rate which is \$2.1439 per \$1,000 of assessed property value. The proposed tentative combined millage rate, calculated at 95% for budget purposes, and based upon the July 1, 2025 estimated gross Taxable Value as provided by the Miami-Dade County Property Appraiser is anticipated to yield \$14.966 million, for FY 2025-2026.

The recommended FY 2025-2026 preliminary combined millage ceiling outlined for your consideration allows the Village to continue to retain a historically low rate, providing for coverage of anticipated inflationary impacts for property insurance, contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, additional pay-as-you-go funds toward future capital projects; as well as the maintenance of the processing and defense fund of \$1,246,047. These funds will be used to fund current and future legal and related defense costs.

In developing a budget, we must look at available revenues, expected and anticipated increases in expenses (i.e., labor, vendor and insurance), potential enhancements, and opportunities for cost savings or efficiencies. By setting an appropriate millage ceiling, we establish the first parameter in the development of the FY 2025-2026 Operating Budget. It is important to set a level that offers appropriate opportunities to make wise choices leading to the adoption in September of the final Budget. FY 2025-2026 budget development, is a time to refocus resource allocation in a strategic manner with a focus toward the Village's future, inclusive of maintenance of the processing and defense fund to pay for current and future legal and related defense costs.

### **BUDGET ADVISORY COMMITTEE RECOMMENDATION**

The Budget Advisory Committee (BAC) as appointed by Village Council has been meeting to review the budget development process. At their June 25th, 2025 meeting, they considered the tentative millage rate, to make appropriate recommendations for the Council's consideration. The consensus of the BAC was to recommend that the Council set a tentative combined millage rate of \$2.1439 (represents the current operating millage rate of \$1.9654, plus a \$0.1785 millage to maintain the Processing and Defense fund ) mills. This recommendation is consistent with my millage recommendation. The process to be undertaken by the Committee is inclusive of a review of operating department line items, with work ongoing for the Utility Fund and review of final proposed budget adjustments.

### **THE BAL HARBOUR EXPERIENCE**

This action is aligned with the Village's mission through The Bal Harbour Experience. The proposed millage rate determines the ad valorem revenue for the General Fund which funds a myriad of general governmental services. Every element of the Bal Harbour Experience is funded in part through General Fund resources and therefore are supported by this item.

### **CONCLUSION**

In conclusion, we are required to establish a preliminary millage ceiling, and to establish the date, time and place for the Fiscal Year 2025-2026 Village First Public Budget Hearing. A millage rate of \$2.1439 mills (represents the the current fiscal year rate of \$1.9654 to fund the ongoing operations of the Village plus the maintenance of the Processing and Defense fund at a rate of \$0.1785) is recommended; as is the hearing date of, Tuesday September 9<sup>th</sup>, 2025 at 6:30 p.m. for the first Budget Hearing, and, Tuesday September 16<sup>th</sup>, 2025 at 6:30 p.m. for the second Budget Hearing both in the Village Hall Council Chambers as provided on the Village's website, the meeting agenda or the TRIM notice mailed by the Property Appraiser, as applicable.

**RESOLUTION NO. 2025-\_\_\_\_**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; DETERMINING THE PROPOSED MILLAGE RATE, AND THE DATE, TIME, AND PLACE FOR THE FIRST BUDGET HEARING FOR FISCAL YEAR 2025-26; AS REQUIRED BY LAW; DIRECTING THE VILLAGE CLERK TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on July 1, 2025, the Property Appraiser of Miami-Dade County, Florida (the "Property Appraiser") served upon Bal Harbour Village, Florida (the "Village"), a Certification of Taxable Value (the "Certification") certifying to the Village its 2025 taxable value of \$7,348,062,198; and

**WHEREAS**, the provisions of Section 200.065, Florida Statutes, require that the Village, within thirty-five (35) days of service of the Certification, furnish to the Property Appraiser the proposed millage rate, the current year rolled-back rate and the date, time and place at which a public hearing will be held to consider the proposed millage rate and the tentative budget.

**WHEREAS**, the Village Council finds that this action is warranted.

**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. Declaration of Proposed Millage Rate.** The proposed millage rate for Bal Harbour Village for Fiscal Year 2025-26 is declared to be 2.1439 mills, which is \$2.1439 per \$1,000.00 of assessed property value within Bal Harbour Village, and which is 7.56% greater than the rolled-back rate calculated in section 3 below.

**Section 3. Computation of Rolled-back rate.** The Fiscal Year 2025-26 rolled-back rate as computed pursuant to Section 200.065, Florida Statutes, is 1.9933 mills, which is \$1.9933 per \$1,000.00 of assessed property value within Bal Harbour Village.



**Section 4. Schedule of the First Budget Hearing.** The proposed date, time and place of the first public hearing on the budget and taxes is set by the Village Council as follows:

<b>Date</b>	<b>Time</b>	<b>Place</b>
<b><u>FIRST BUDGET HEARING:</u></b>		
Tuesday, September 9 <sup>th</sup> , 2025	6:30 PM	Village Hall Council Chambers 655 96th Street Bal Harbour, FL 33154.

In the event that the Board of County Commissioners of Miami-Dade County, Florida or the School Board of Miami-Dade County schedules any County or School Board Budget Hearing on a date set for a Village Budget Hearing, the Village Manager is authorized to change the date of the Village Budget Hearing.

**Section 5. Authorization of Village Clerk.** The Village Clerk is directed to send the original Certification of Taxable Value and a certified copy of this Resolution to the Property Appraiser on or before August 4, 2025.

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

PASSED AND ADOPTED this 15<sup>th</sup> day of July, 2025.



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Mayor Jeffrey P. Freimark

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO HIRE A CONSTRUCTION OPERATIONS LIAISON THROUGH ITS EXISTING PROFESSIONAL SERVICES AGREEMENT WITH INSPIREME CONSULTING, LLC. AT AN ANNUAL COST OF EIGHTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$87,457).

### Issue:

Should the Village Council approve the actions of the Bal Harbour Civic Association to hire a Construction Operations Liaison through InspireMe Consulting LLC for servicing within the Gated Residential Community to help provide supplementary support and manage construction related and operational issues within the Gated Community

### The Bal Harbour Experience:

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

### Item Summary / Recommendation:

On June 4, 2025, the Association Board voted to add a new position of Construction Operations Liaison under the supervision of the Property Manager to provide supplementary support and manage construction-related and operational issues within the Gated Community. InspireMe Consulting LLC has served as the Property Manager since 2023 in order to assist the Association in the exercise of its duties, pursuant to the Milestone Agreement, wherein a mutually developed scope of service was implemented

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

	Amount	Account	Account #
	\$87,457	Property Management	11-29-503110

### Sign off:

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

# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: July 15, 2025

SUBJECT **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO HIRE A CONSTRUCTION OPERATIONS LIAISON THROUGH ITS EXISTING PROFESSIONAL SERVICES AGREEMENT WITH INSPIREME CONSULTING, LLC. AT AN ANNUAL COST OF EIGHTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$87,457), AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR COSTS INCURRED IN CONNECTION WITH SERVICES RENDERED PROVIDED SUCH COSTS ARE APPROPRIATE AND SEPARATELY INVOICED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

### BACKGROUND

Within Bal Harbour Village, the Gated Residential Community—containing single and multi-family residences—currently receives residential property management services provided by InspireMe Consulting LLC at the direction of the Bal Harbour Civic Association's Board of Directors. Services include the management of the security program guards and system components, the guard station facility, common area landscape maintenance, various access control points, fencing and signage, communication with residential community residents and Village Hall staff, and general management.

These services are pursuant to the January 30, 2018, Milestone Agreement, entered into with the Bal Harbour Civic Association, which set in motion and guided the transition of all gated area responsibilities from the Village to the Civic Association.

A Council Memorandum was issued on September 19, 2023, outlining the extensive background on the specific obligations of the Association and the Property Manager. A copy of that memorandum and the executed Professional Services Agreement is hereby included for past reference.

### **ANALYSIS**

This Resolution authorizes the hiring of a Construction Operations Liaison by the Bal Harbour Civic Association through its existing agreement with InspireMe Consulting LLC at an annual cost of eighty-seven thousand four hundred fifty-seven dollars (\$87,457) inclusive of all taxes, insurance and management fees in order to provide supplementary support; serve as the initial point of contact for construction related issues; track active and upcoming construction projects; maintain an internal record of permits, schedules, and contractor details; assist with the efficient movement of large vehicles within construction sites; and generally assist the Property Manager with any related issues.

Sec. 6-42 of the Bal Harbour Code of Ordinances call for a fee to be paid by the owner of each parcel of property inside the gated community (referred to as the Security District) at which construction activities are undertaken, payable to the Village upon issuance of the applicable building permit. The fee is one-half of one percent (0.5%) of the total cost of improvements costing at least \$100,000. All fees collected pursuant to Sec. 6-42 shall be utilized solely to enhance security within the Security District. The services under this Resolution are consistent with the intended purpose of Sec. 6-42 and is appropriate for this use. It is important to note that this fund is separate from the Gated Area assessment charged to the homeowners.

This position will be managed by InspireMe Consulting LLC, at the direction of the Bal Harbour Civic Association.

### **THE BAL HARBOUR EXPERIENCE**

This action supports the goals of Safety, Modernized Public Facilities/Infrastructure and Beautiful Environment.

### **CONCLUSION**

I recommend the approval of this resolution, which will allow for the hiring of a Construction Operations Liaison effective July 15, 2025.

### **Attachments:**

- 1) Proposal by InspireMe Consulting LLC for the new position
- 2) Council Memorandum - September 19, 2023
- 3) Existing Professional Services Agreement



## RESOLUTION NO. 2025-

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO HIRE A CONSTRUCTION OPERATIONS LIAISON THROUGH ITS EXISTING PROFESSIONAL SERVICES AGREEMENT WITH INSPIREME CONSULTING, LLC. AT AN ANNUAL COST OF EIGHTY-SEVEN THOUSAND FOUR HUNDRED FIFTY-SEVEN DOLLARS (\$87,457), AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR COSTS INCURRED IN CONNECTION WITH SERVICES RENDERED PROVIDED SUCH COSTS ARE APPROPRIATE AND SEPARATELY INVOICED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on January 30, 2018, the Village and the Bal Harbour Civic Association ("BHCA") entered into a Milestone Agreement and a subsequent amended agreement on June 19, 2020, to transition all gated community responsibilities from the Village to BHCA September 30, 2047; and

**WHEREAS**, the original Milestone Agreement commits the BHCA to designate an individual owner or outside Property Manager service provider to assume many of the tasks and responsibilities described as property management services; and

**WHEREAS**, on September 19, 2023, a Resolution was passed authorizing the BHCA to assume the property management activities within the gated community as envisioned and defined by the 2018 Milestone Agreement and the restated 2020 Milestone Agreement; and

**WHEREAS**, BHCA then finalized and executed an agreement with InspireMe Consulting LLC, a Delaware limited liability company, to serve as Property Manager; and

**WHEREAS**, on June 4, 2025, BHCA voted to hire a Construction Operations Liaison, as part of the existing agreement with InspireMe, at an annual cost of eighty-seven thousand four hundred fifty-seven dollars (\$87,457), inclusive of all taxes, insurance and management fees in order to provide supplementary support; serve as the initial point of contact for construction related issues; track active and upcoming construction projects; maintain an internal records of permits , schedules, and contractor details; assist with the

efficient movement of large vehicles within construction sites; and generally assist the Property Manager with any related issues; and

**WHEREAS,** this Council has determined that it is in the best interest of the Village to approve the actions of BHCA to hire a construction operations liaison through the existing agreement with InspireMe Consulting and to authorize the Village Manager to reimburse BHCA in connection with the services rendered provided such costs are appropriate and separately invoiced.

**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. Approving BHCA's Decision to Hire a Construction Operations Liaison .** That the Village Council hereby approves the action of BHCA to hire a Construction Operations Liaison through the contract with InspireMe Consulting for the provision of these services.

**Section 3. Manager Authorized.** That the Village Council hereby authorizes the Village Manager to review all itemized expenditures submitted by InspireMe Consulting LLC to provide for proper reimbursement to BHCA and to ensure no commingling of funds.

**Section 4. Implementation.** That the Village Manager is hereby authorized and directed to take any and all action necessary to accomplish the purposes of this Resolution.

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

PASSED AND ADOPTED this 15<sup>th</sup> day of July 2025.



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Mayor Jeffrey P. Freimark

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**InspireMe Consulting LLC**  
**5700 Biscayne Blvd 336**  
**Miami, FL 33137**  
**(832) 507-3568**

## **Proposal for Construction Operations Liaison**

**Submitted by:** InspireMe Consulting LLC

**Date:** May 11th, 2025

### **Introduction**

With construction activity in the Bal Harbour Village gated community rising sharply, InspireMe Consulting LLC proposes establishing a dedicated **Construction Operations Liaison**. Serving as an extension of Village Code Compliance, this role will deliver hands-on oversight, seamless coordination, and proactive communication that keep projects moving while protecting resident quality of life. By minimizing disruptions, upholding community standards, and ensuring every contractor follows established protocols, the Liaison will add tangible value to both residents and Bal Harbour Village.

### **Position Overview**

Managed and employed by InspireMe Consulting LLC, the Construction Operations Liaison will be the primary point of contact for construction matters. The role will interface with contractors, Bal Harbour Village Code Enforcement, the Bal Harbour Police Department (BHPD), the security team, and property management.

### **Responsibilities**

#### **Construction Oversight & Coordination**

- Track active and upcoming construction projects within the gated community.
- Maintain updated records of permits, schedules, and contractor details.
- Assist with facilitating the safe and efficient movement of large vehicles related to construction sites.
- Regularly patrol to observe parking practices and report disturbances or violations to appropriate Village authorities.

#### **Community & Interagency Liaison**

- Act as a communication bridge between contractors, Bal Harbour Village Code Enforcement, BHPD, and InspireMe Consulting LLC.
- Relay resident and management concerns promptly to the appropriate departments.
- Support property management by quickly addressing minor issues and escalating larger compliance concerns appropriately.

#### **Protocol Awareness & Reporting**

- Ensure contractors and Village-contracted vendors (such as Brightview and Murphy Pipeline) are aware of and adhering to community-approved protocols.



- Verify and report on the presence of required flagmen, proper traffic management, signage, and communication.

#### **Incident & Emergency Support**

- Serve as the initial point of contact for construction-related issues, assisting property management in coordinating effective responses.
- Provide timely updates to management and relevant authorities during incidents to ensure efficient resolution.

#### **Administrative Duties**

- Maintain clear, detailed daily logs documenting observations and communications.

#### **Proposed Compensation**

Annual Salary: **\$62,000**

Performance-based raise potential: **10%**

Schedule: **Monday–Friday, 8:30 AM – 5:30 PM**

#### **Property Management Fee**

InspireMe Consulting LLC will oversee recruitment, employment, management, payroll, administrative oversight, and supervision of this role. For comprehensive management and operational oversight, InspireMe Consulting LLC proposes a management fee of **15% of the total employer cost**, equating to **\$11,407.55 per year**.

*A detailed breakdown of all employer costs and associated management fee is provided in **Exhibit A**.*

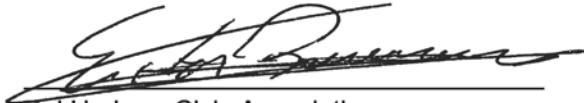
#### **Conclusion**

The introduction of a **Construction Operations Liaison** will provide valuable supplementary support, ensuring proactive management and clear communication about construction activities. InspireMe Consulting LLC appreciates the opportunity to facilitate this additional resource and looks forward to continued collaboration with the Bal Harbour Civic Association and Bal Harbour Village.

Respectfully,



Ana Chaverria  
InspireMe Consulting LLC



Bal Harbour Civic Association

Approved By: Eitan Zimmerman, President

Date:

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Bal Harbour Village

Approved By:

Date:

# EXHIBIT A

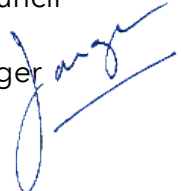
InspireMe Consulting LLC	
Position: Construction Operations Liaison	
All-In Cost a/o 5/11/25	
Employee Costs (Paid by Employer)	
<b>Cost Type</b>	<b>Amount</b>
Base Salary	62,000.00
Bonus	6,200.00
<b>Total Compensation</b>	<b>68,200.00</b>
Employer Taxes & Insurance (on above compensation)	
Social Security (6.2%)	4,228.40
Medicare (1.45%)	988.90
FUTA (0.6% on first \$7,000)	42.00
SUTA (2.7% on first \$7,000)	189.00
Payroll Service (Annual)	510.00
Workers' Comp	1,892.00
<b>Total Additional Costs</b>	<b>7,850.30</b>
Total Employer Cost (Before Management Fee)	
<b>Total</b>	<b>76,050.30</b>
Management Fee (15% of Total Employer Cost)	
Mgmt Fee (15%)	11,407.55
<b>Total Cost to BHCA (All-In)</b>	<b>87,457.85</b>

# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: September 19, 2023

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE LETTER AGREEMENT AUTHORIZING THE BAL HARBOUR CIVIC ASSOCIATION TO ASSUME PROPERTY MANAGEMENT SERVICES WITHIN THE GATED COMMUNITY; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE LETTER AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR COSTS INCURRED IN CONNECTION WITH SERVICES RENDERED PROVIDED SUCH COSTS ARE APPROPRIATE AND PROPERLY SEGREGATED; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Within Bal Harbour Village, the Gated Residential Community containing single and multi-family residences currently receives residential property management services, provided by a combination of Village staff and retained service providers. These services include management of the security program guards and system components, one guard station facility, common area landscape maintenance, various access control points, fencing and signage, and miscellaneous other projects as the need arises.

On January 30, 2018, the Village and the Bal Harbour Civic Association (BHCA) entered into a Milestone Agreement which set in motion and guided the expected transition of all gated area responsibilities from the Village to the Civic Association. This agreement established specific milestones and obligations for both parties with the ultimate transition to be accomplished by year 10 of the agreement which was initially scheduled to end on September 30, 2027. Subsequent discussions and meetings resulted in the execution of the first amended and Re-stated Milestone Agreement on June 19, 2020, which conditionally extends the agreement term until September 30, 2047.

Pursuant to the Milestone Agreement, the Association agreed to certain Continuing Commitments that needed to be met for the Village to continue to levy, collect and disburse Special Assessments for the amenities and services, and Village Management costs. In subsequent years it has become advisable and desirable to engage the services



of a property management company (the "Property Manager") to assist the Association in the exercise of its duties and to ensure compliance with the Continuing Commitments required pursuant to the Milestone Agreement.

At the 2021 Village Council Retreat the concept of using a Property Management firm to provide these types of services to the gated area was discussed, with direction given to proceed in coordination with the Civic Association leadership.

During the February 21, 2023 Village Council meeting, an item authorizing the Bal Harbour Civic Association (BHCA) to assume property management services within the Gated Residential Community and retain a property manager firm was heard. During discussion, the BHCA representatives requested that the item be deferred to allow them additional time to determine the best course of action to select a property manager.

### **ANALYSIS**

Subsequently, during lengthy discussions with the President and various board members of the BHCA, a letter agreement was drafted which prescribes the BHCA day to day management of the Gated Community, including, but not limited to, employing an individual or contracting with a property management company to assist the Association in the performance of the managerial duties set forth within the agreement.

The following information summarizes the information contained in the Letter of Agreement, which is attached for your reference.

- Pursuant to the Milestone Agreement, the Association agreed to certain Continuing Commitments that needed to be met in order for the Village to continue to levy, collect and disburse Special Assessments for the amenities and services and Village Management costs.
- The Association shall perform the Managerial Duties and will not merely be a conduit to request the Village handle such matters.
- Notwithstanding anything to the contrary contained herein, for the initial Property Manager, the Village agrees and approves InspireMe Consulting LLC, a Delaware limited liability company, to serve as Property Manager for as long as the Association and InspireMe Consulting LLC shall agree.
- The Association agrees that if, in the Association's sole discretion, the Association decides to hire an Association employee to serve as Property Manager, the Village shall be entitled to participate in the evaluation and selection of any such Association employee, as follows: a selection committee shall be established by the Association's Board of Directors which shall consist of committee members appointed by the Association's Board of Directors and one committee member appointed by the Village Manager.
- The Association will pay the Property Manager (either an Association employee or a third-party property management company, as determined by the Association) for performing the Managerial Duties. The Village agrees to timely reimburse the Association for its proportionate share of the payments (as provided in the annual Landscape and Security Assessment Operating Budget (the "Budget") approved by

the Village) made by the Association to the Property Manager in connection with the performance of the Managerial Duties.

- Notwithstanding the involvement of the Village in the selection process of the Property Manager and the reimbursement to the Association for fees paid to the Property Manager as set forth herein, the Property Manager shall not be a Village employee and shall not be entitled to any rights, benefits, or compensation from the Village.
- The Association will be responsible for the day-to-day supervision of the Property Manager; the Property Manager will cooperate with the Village to implement the obligations and requirements under the Milestone Agreement.
- The Association acknowledges that because the Village is a public agency, information and data related to this letter agreement are public records in accordance with Chapter 119, Florida Statutes. The Association agrees to fully cooperate with the Village regarding disclosure of all information and data created or maintained by the Association (or the Property Manager) to the full extent required for the Village, to always be in full compliance with Chapter 119 Florida Statutes as it exists from time to time.
- In the event the Association fails to properly comply with or perform the Managerial Duties or fails to cause the Property Manager to comply with the same, the Village shall notify the Association of such deficiencies. Upon notification, the Village and BHCA will meet to resolve the non-compliance issue, with a cure time limit of forty-five (45) business days.
- Notwithstanding the foregoing, if there are repetitive occurrences of non-compliance or the Village determines that the non-compliance is of a critical nature, the Association shall immediately terminate the Property Manager.
- At any time that the Property Manager is terminated, the Association will thereafter be responsible for the performance of the Managerial Duties and this letter agreement shall remain in full force and effect.
- The Village shall continue to perform the fiscal duties set forth in the Milestone Agreement as such are being performed by the Village as of the effective date hereof (which effective date shall be the date this letter is signed by the Association).

This Resolution authorizes the Village Manager to execute the Letter Agreement authorizing the Bal Harbour Civic Association (BHCA), to assume the property management activities within the Gated Residential Community as envisioned and defined within the 2018 Milestone Agreement and Re-stated Milestone Agreement executed on June 19, 2020. The BHCA will finalize and execute an agreement with InspireMe Consulting LLC, a Delaware limited liability company, to serve as Property Manager utilizing the publicly solicited RFP specifications as a basis for the agreement. The Village will reimburse the BHCA for the appropriate costs incurred which are directly connected to the Letter Agreement, Exhibits A and B documents defined property management activities. The Services provided to the BHCA which are related to the civic association management, accounting and outreach activities are to be fully delineated and funded by the BHCA membership dues, as part of their allocation of revenues.

**THE BAL HARBOUR EXPERIENCE**

Authorizing the BHCA to directly retain the services of a Property Management firm provides a dedicated resource to perform needed services within the community and alleviates Village staff from conducting these activities which elevates core service delivery Village wide. This action therefore supports the goals of Safety, Modernized Public Facilities/Infrastructure and Beautiful Environment.

**CONCLUSION**

Subsequent to the February 21, 2023 Village Council meeting, lengthy discussions with the President and various board members of the BHCA, resulted in a drafted letter agreement which prescribes the BHCA day to day management of the Gated Community.

I recommend the approval of this Resolution which will allow for a seamless transition of duties at the beginning of the fiscal year on October 1, 2023.

**Attachments:**

1. Letter of Agreement with Exhibits-between the Village and BHCA

## Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the 1st day of June, 2024 (the "Effective Date") by and between the Bal Harbour Civic Association, Inc. (BHCA), a Florida Corporation (the "Association") and, InspireMe Consulting LLC an independent contractor ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

**WHEREAS**, the Association and the Village have agreed that it has become advisable and desirable that the Association take over the day to day management of the Gated Community; and

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

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

- I. **SCOPE OF SERVICES.** Consultant shall provide the scope of services ("Services" or "Work") set forth and incorporated herein and attached hereto as Exhibit "A" and Exhibit "B" attached hereto.
- II. **TERM.** This Agreement shall commence on the Effective Date and shall continue for a term which expires on June 30, 2025 (~~e term~~)(1 ) year , unless otherwise terminated with or without cause, by the Association in accordance with the provisions of this Agreement. Beginning on October 1, 2025 and annually thereafter, the CONSULTANT shall receive an annual adjustment in salary and fees. The adjustment shall be a fixed rate of 3% and any changes may be made with a 15 day notice.
- III. **Automatic Renewal.** This Agreement shall renew automatically unless cancelled by either the Association or the Consultant.
- IV. **PAYMENT.** In consideration of Consultant's completion of the Services rendered hereunder, the Association shall pay to consultant, in the amount of eleven thousand two hundred fifty dollars (\$11,250) per month. Consultant is eligible for a yearly bonus payment equal to 15% the annual amount paid to consultant during the prior twelve months. Furthermore the association may, in its sole discretion increase this amount from time to time with fifteen days written notice. Additional services shall not be provided without the Association's prior written approval and such approval shall be



subject to the Association's execution of a Scope Change document, provided under separate cover. All Services performed shall be invoiced to the Association. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the invoice).

**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 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, Consultant shall not be relieved of liability to the Association for damages in an amount up to and not to exceed the total paid to date by the Association to Consultant sustained by the Association by virtue of any breach of the Agreement by the Consultant. The Association, 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 Association's rights and remedies against Consultant. The Association 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 Association to Consultant.

**B. Termination for Convenience of the Association.**

The Association may, through its Association Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective six (6) months following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Association, Consultant shall only be paid for any

Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Association pays Consultant in advance, the Association 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 Association not exercised this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

**C. Termination for Convenience of the Consultant.**

The Consultant may, for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to the Association of such termination; which shall become effective six (6) months following receipt by the Association of such notice. If the Agreement is terminated for convenience by the Consultant, the Consultant shall only be paid for any Services satisfactorily performed up to the date of termination. Following that, 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 Consultant received payment in advance, the Consultant shall refund the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Consultant not exercised this clause. Such refund shall be issued within thirty (30) days of the effective date of termination of the Agreement.

**V. INSURANCE REQUIREMENTS**

Consultant shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Association. The Association shall reimburse Consultant for principal costs of such insurance.

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

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000 combined single limit per accident	



Professional Liability	\$500,000	\$1,000,000
Workers' Compensation	Statutory Amount	

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

**CERTIFICATE HOLDER MUST READ**

Bal Harbour Civic Association  
PO Box 546077  
Surfside, FL 33154

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

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Association 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 Association shall indemnify the Consultant up to the statutory limits.

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

#### **VII. ENTIRE AGREEMENT.**

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

#### **VIII. WARRANTIES.**

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

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

Consultant shall be responsible for technical deficiency in the Service deliverables due to errors and omissions for a period of 6 months after the date of acceptance of the Services by the Association. The Consultant shall, upon the request of the Association, promptly correct or replace all deficient



work due to errors or omissions without cost to the Association.

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

#### **IX. NON-EXCLUSIVITY.**

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

#### **X. SEVERABILITY.**

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

#### **XI. ANTI-DISCRIMINATION**

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

#### **XII. SCRUTINIZED COMPANIES**

- A.** Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Association may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B.** If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Association may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C.** The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

### **XIII. NOTICES.**

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

To Association: President Bal Harbour Civic Association, Inc.  
Bal Harbour Civic Association  
PO Box 546077  
Surfside, FL 33154



Copies To:  
To Consultant: InspireMe Consulting LLC  
5700 Biscayne Blvd, Unit 3  
Miami, FL 33137

**XIV. COMPLIANCE WITH LAWS.**

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

**XV. SUCCESSORS AND ASSIGNS.**

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

**XVI. SURVIVAL OF TERMS.**

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

**XVII. GOVERNING LAWS.**

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

**XVIII. NO CONTINGENT FEES.**

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

**XIX. WAIVER.**

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

**XX. FORCE MAJEURE.**

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

**XXI. INDEPENDENT CONTRACTOR.**

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



## **XXII. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW**

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

- A.** Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Association.
- B.** Upon request from the Bal Harbour Village and or Association's custodian of public records, Consultant shall provide the Association 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 Association. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Association Manager, at no cost to the Association, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Association in a format that is compatible with the Association's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties

agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

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

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

### **XXIII. E-VERIFY**

Effective January 1, 2021, public and private employers, contractors, and subcontractors will begin 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/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Association. 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 Association 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 Association for a period of 1 year after the date of termination.


**[SIGNATURE PAGE TO FOLLOW]**

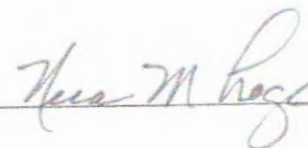
**IN WITNESS WHEREOF**, Consultant has signed and delivered this Agreement, and the Association has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:

ASSOCIATION:

Bal Harbour Civic Association  
PO Box 546077  
Surfside, FL 33154

By:  9/9/24  
Ana Chaverria  
Owner  
InspireMe Consulting LLC

By:  9/27/2024  
Neca Logan  
Association President

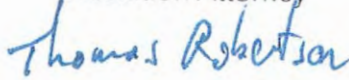
Attest: \_\_\_\_\_

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

Association only.

By: 

Association Attorney





## **EXHIBIT "A"**

### Scope of Work-Responsibilities of Association

It is agreed that the duties and responsibilities of Association in connection with the management of said Property shall be as follows:

#### I. Management of the Property

1. All employees, except contract labor, shall be considered as employees of Association (or Property Manager, as the case may be) and Association shall (or shall cause Property Manager to) deduct from the employees' salaries or wages, all taxes which may from time to time be proper in connection with unemployment insurance, social security and withholding taxes, as well as any other taxes which may be applicable, and Association shall (or shall cause Property Manager to) make whatever reports may be required by the State and Federal Governments relative by such taxes, or withheld salaries or other deductions.
2. All such records shall at all reasonable times be made available to Board, Board's employees, or Village representatives or Associations for examination. All employees of Association or the Property Manager shall be covered under Association's or the Property Manager's worker's compensation insurance policy.
3. Association shall (or shall cause Property Manager to) use its best efforts and perform all measures necessary for the orderly management of the Property. Association shall (or shall cause Property Manager to) cause the Property to be maintained in such physical and operational condition as Board shall direct Association and within Approved Fiscal Year Budget. In connection therewith, Association shall (or shall cause Property Manager to) maintain and repair the Property at the Board expense as Association may deem necessary and proper and may expend such sums as allowed or specifically authorized by the Board consistent with the Village's procurement policies.
4. If applicable, the Property Manager is hereby designated as the Association Board's Agent for the purpose of managing the Property. Association shall (or shall cause Property Manager to) use its best efforts and due diligence to manage the Property and perform accounting, reporting, and property management services that include:
  - a. Visitor, access management via the Security Service
  - o Addresses calls from security guards and residents regarding access for visitors, deliveries, exception.
  - o Maintains vehicle access pass registry, manages new, replacement passes and

removals from the system.

b. Security Gates and Camera Operations

- o Monitors and ensures functionality, calls service providers for Security Camera, Gates, Vehicle Barrier lift Arm or Pedestrian Gate lock deficiencies as needed and verifies any repairs.

c. Street Lighting

- o Monitor's street light functionality, reports outages, damage to the Village Public Works & Beautification Department (PWB), Director or contacts retained Electrical Service provider.

d. Street Signage

- o Monitor's condition of all traffic, notices and street identification signage and coordinates deficiency resolution with the service provider.

e. Guard Station

- o Oversees Security Guard staffing, post orders and service adjustments as needed.

- o Monitor's cleanliness of the Guardhouse and grounds, ensures functionality of all electrical, a/c plumbing fixtures and interior/exterior features.

- o Manages supplies utilized by the Guard Station

- o Contacts service providers as needed to remedy any known deficiencies regarding guardhouse plumbing, electric, telephone, internet, pest control, window cleaning and pest control.

- o Contacts Village PWB Director for any Solid Waste issues related to the Guard Station.

f. Common Park Areas

- o Oversees the landscape contract service provider to ensure compliance with the agreement specifications and ensures all Park areas meet the required Service Levels.

- o Coordinates any resident group usage of the park Areas as authorized by the Board

g. Nuisance Animal Control

- o Addresses resident calls for Nuisance Animal (Raccoon, Possums, Bees, Iguanas) removals and coordinates with the service provider

h. Procurement

- o Follows prescribed Village procedures to verify both contractual and individual incident services are rendered prior to approval of received invoices and forwarding to the Village for final processing.

- o Solicits a minimum of three proposals as needed for goods and services with an anticipated total one time or annual cost not to exceed twenty thousand dollars (\$20,000).

- o Proposals under \$5,000. For one-time services: do not require an additional



approval signature from the Public Works & Beautification Department (PWB) Director prior to the engagement of the vendor.

- o Proposals over \$5,000 and under \$10,000. For one-time services: requires a minimum of three requests for proposal and an additional approval signature from the PWB Director prior to the engagement of the vendor.

- o Proposals over \$10,000 and under \$20,000: For one-time services: requires a minimum of three requests for proposal and additional approval signatures from the PWB Director and Village Manager prior to the engagement of the vendor.

- o Develops new or revises existing contracted service provider Scope of Services as needed utilizing Village provided Request for Proposal (RFP) Templates. Works with the Village PWB Director to finalize RFP documents prior to advertisement.

- o Advertises via the Village approved Public Purchase advertising website utilizing Village provided Request for Proposal (RFP) Templates and procedures for goods and services with an anticipated total one time or annual cost that exceeds twenty thousand dollars.

- o Works with the Village staff to evaluate Public Procurement responses for goods and services with a minimum of one Village staff member to participate as a member of all procurement evaluation committees

- o Coordinates with the PWB Director to produce and finalize information to be presented to the Village Council for all contract approvals.

## II. Budget

1. Monitors annual budgetary expenditures to ensure compliance with expenditure limits within Village approved annual budget allocations for the Residential Gated Community

2. Manages the annual budgetary expenditures to ensure compliance with the expenditure limits within Village approved budget allocations for the Residential Gated Community

3. Maintain BHCA books and bank account

4. Coordinates noted or anticipated budget shortfall resolution as needed

5. Works with Village staff and BHCA to develop annual budget requests, for goods and services and new BHCA capital project requests.

6. Works with the Village Chief Financial Officer (CFO) to provide all documentation as requested to facilitate annual financial audits of the Gated Community budget and expenditures.

7. Receive personnel hours and invoices from city, verify, & approve.

## III. Projects

1. Develop new Capital Projects

2. Manages all approved Capital Projects for the Gated Community enhancements which are not Village controlled.
3. Linear Park development
4. FPL upgrades
5. High speed internet service
6. Street Light upgrades
7. Landscape installations
8. Coordinates with all service providers to monitor current service and develop needed Community upgrades from outside service contractors providing electrical, natural gas, telephone, cable television and internet services.

#### IV. Outreach

1. Develops and provides information dissemination to BHCA membership as directed by the BHCA (i.e. Welcome Packet)
2. Disseminates all information as provided by the Village to affected residents
3. Provides emergency on-call service for the Property twenty-four (24) hours per day, seven (7) days per week
4. Recruit new membership
5. Receive HOA membership payments
6. Schedule Board Meetings, take minutes
7. Create community driven programming (e.g. kids soccer classes/yoga classes/picnics) Village Department Coordination
8. Create quarterly newsletter, communicate with neighborhood, establish texting system, manage website.
9. Forwards all questions, complaints and service requests to the PWB Director which do not fall under the Property Manager's responsibilities
10. Monitors Community resident compliance with relevant appearance, noise and contractor working hours Ordinances.
11. Works with the Code Compliance Director to resolve noted violations.

#### V. Compliance

1. Association shall cause (or shall cause Property Manager to perform) all acts and things to be done in or about the Property as Association shall (or shall cause Property Manager to) deem reasonably necessary to comply with any and all orders or regulations affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction thereof, and orders of any board of fire underwriters, or other similar body.
2. Association shall (or shall cause Property Manager to) promptly notify Board and Village of all notices it receives regarding governmental requirements affecting the



Property. Association shall (or shall cause Property Manager to) obtain and keep current all licenses and permits (including signing any building permits with prior notice to Village on behalf of Board) required in connection with the management and operation of the Property.

## **Exhibit "B"**

### **Property Manager Procurement Process**

The parties hereby agree that for the initial selection of a company as Property Manager and any subsequent replacement/selection the following procedures and conditions will be met throughout the selection process:

- a. As the Village expends public funds to provide the Association with Amenities and Services and Village Management Costs, the proper solicitation, procurement, contracting and accounting procedures must be implemented and followed in the engagement of the Property Manager and throughout the term of the Property Manager contract. The parties will therefore follow the Village standard process for the issuance of RFP/RFO's (similar to the process used for the purchase and installation of the Vigilant Security System in 2022).
- b. The Association will ensure, and the Village will confirm that as part of the scope of services the Property Manager will segregate costs between Association related services and Special Assessment related services and itemize all expenditures in a manner to provide for proper reimbursement and no commingling of funds.
- c. The Village will participate in the evaluation and selection committee to select the Property Manager as follows: one voting member of any such committee shall be a representative from the Village appointed by the Village Manager or his designee.
- d. The Village will collaborate with the Association in contract negotiations for the Property Manager (especially as related to price and scope of services), in order to make certain that the Village requirements are met. The Village's contract documents will be used as the basis for the contract to be entered by and between the Association and the Property Manager.



# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

A RESOLUTION APPROVING THE AGREEMENT BETWEEN THE BAL HARBOUR CIVIC ASSOCIATION AND CHARTER UP, LLC. TO PROVIDE SHUTTLE SERVICES FOR THE TRANSPORT OF PRIVATE CONSTRUCTION PERSONNEL TO VARIOUS ACTIVE CONSTRUCTION SITES WITHIN THE GATED COMMUNITY, IN THE ANNUAL AMOUNT OF ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000); AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR APPROPRIATE COSTS INCURRED IN CONNECTION WITH THE SERVICES RENDERED; SUBJECT TO ANNUAL BUDGET ALLOCATIONS.

### Issue:

Should the Village Council approve the agreement between the Bal Harbour Civic Association and Charter Up, LLC. for the provision of construction related shuttle services 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:

In June 2025 the Bal Harbour Civic Association Board voted to approve a \$120,000 budget for a construction shuttle service to transport construction workers from an offsite location for the purpose of alleviating parking and traffic congestion within the gated community. The selected company's proposal, Charter Up, LLC., came in at nine thousand dollars (\$9,000) per month, amounting to one hundred eight thousand dollars (\$108,000) yearly. The service will be evaluated for a two-to-three-month trial basis, after which point the Association will determine if the service will continue or be discontinued if it does not prove to accomplish the intended goal.

The agreement will be managed by InspireMe Consulting LLC, who was retained to serve as the Property Manager in 2023.

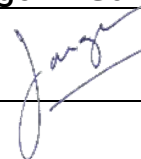
**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS AGREEMENT.**

### Financial Information:

	Amount	Account	Account #
	\$108,000	Security District Property Management	11-29-503110

### Sign off:

Public Works & Beautification 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: July 15, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE BAL HARBOUR CIVIC ASSOCIATION AND CHARTERUP, LLC. TO PROVIDE SHUTTLE SERVICES FOR THE TRANSPORT OF PRIVATE CONSTRUCTION PERSONNEL TO VARIOUS ACTIVE CONSTRUCTION SITES WITHIN THE GATED COMMUNITY, IN THE ANNUAL AMOUNT OF ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000); AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR APPROPRIATE COSTS INCURRED IN CONNECTION WITH THE SERVICES RENDERED; SUBJECT TO ANNUAL BUDGET ALLOCATIONS.**

### **ADMINISTRATIVE RECOMMENDATION**

It is recommended that the Village Council approve the Resolution.

### **BACKGROUND**

Within Bal Harbour Village, the Gated Residential Community has experienced a substantial amount of residential construction and improvements within the past few years. This volume of activity has increased the number of construction personnel and trucks allowed within the time they are permitted to work, namely Monday through Friday, eight thirty AM (8:30AM) to four PM (4:00PM). This level of construction has made it increasingly more difficult for residents to safely drive in their community, in part due to the construction personnel parking on the street and in front of other affected homes.

This, coupled with numerous truck deliveries of materials, landscaping contractors, and residential use of the streets in general, has prompted the Bal Harbour Civic Association to attempt to reduce the number of vehicles during the working hours allowed. Accordingly, the Association, on June 4, 2025, voted to approve a yearly budget amount of one hundred twenty thousand dollars (\$120,000) for a construction shuttle service. The service will shuttle construction workers from an offsite location to active construction sites within the gated community. The Association will evaluate the effectiveness of the service on a two-to-three-month trial basis. After that point, the service may be discontinued if it does not prove to accomplish the intended goal.

### **ANALYSIS**

The Gated Residential Community currently receives residential property management services provided by InspireMe Consulting LLC, at the direction of the Bal Harbour Civic Association's Board of Directors. These services are pursuant to the January 30, 2018, Milestone Agreement entered into with the Bal Harbour Civic Association, which set in motion and guided the transition of all gated area responsibilities from the Village to the Civic Association. A Council Memorandum was issued on September 19, 2023, outlining the background on the specific obligations of the Association and the Property Manager.

Sec. 6-42 of the Bal Harbour Code of Ordinances call for a fee to be paid by the owner of each parcel of property inside the gated community (referred to as the Security District) at which construction activities are undertaken, payable to the Village upon issuance of the applicable building permit. The fee is one-half of one percent (0.5%) of the total cost of improvements costing at least \$ 100,000. All fees collected pursuant to Sec. 6-42 shall be utilized solely to enhance security within the Security District. The services under this Resolution are consistent with the intended purpose of Sec. 6-42 and is appropriate for this use. It is important to note that this fund is separate from the Gated Area assessment charged to the homeowners.

The shuttle services of Charter Up LLC. will be managed by InspireMe Consulting LLC at the direction of the Bal Harbour Civic Association. The Association and InspireMe Consulting received costs from nine shuttle and bus companies. The costs and pricing were dependent on the size of the shuttle and number of occupants it could accommodate. After evaluating the proposals and the factors involved, Charter Up, LLC. was selected as the lowest cost, at a cost of nine thousand dollars (\$9,000) per month, with an annual cost of one hundred eight thousand dollars (\$108,000). The shuttle van can accommodate fifteen (15) people and will run for two (2) hours in the morning and afternoon, from eight AM (8AM) through ten AM (10AM), and then again from three thirty PM (3:30PM) through five thirty PM (5:30PM).

It is expected that at the end of the two-to-three-month trial period, the Association will make a determination as to whether to continue or terminate the shuttle services.

### **THE BAL HARBOUR EXPERIENCE**

This action supports the goals of Safety, Modernized Public Facilities/Infrastructure and Beautiful Environment.

### **CONCLUSION**

I recommend the approval of this resolution which will allow the Bal Harbour Civic Association to contract with Charter Up, LLC. for shuttle services effective July 15, 2025.

### **Attachments:**

1. Proposals Spreadsheet
2. Professional Services Agreement (Will be provided as a supplemental attachment)

**RESOLUTION NO. 2025-**

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT BETWEEN THE BAL HARBOUR CIVIC ASSOCIATION AND CHARTER UP, LLC. TO PROVIDE SHUTTLE SERVICES FOR THE TRANSPORT OF PRIVATE CONSTRUCTION PERSONNEL TO VARIOUS ACTIVE CONSTRUCTION SITES WITHIN THE GATED COMMUNITY, IN THE ANNUAL AMOUNT OF ONE HUNDRED EIGHT THOUSAND DOLLARS (\$108,000); AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE ASSOCIATION FOR APPROPRIATE COSTS INCURRED IN CONNECTION WITH THE SERVICES RENDERED; SUBJECT TO ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, within Bal Harbour Village, the Gated Residential Community ("Gated Community") has experienced a substantial amount of residential construction and improvements within the past few years; and

**WHEREAS**, the volume of activity has increased the number of construction personnel and trucks inside the Gated Community during permitted work hours ; and

**WHEREAS**, this level of construction activity has made it increasingly more difficult for residents to safely drive in their community; and

**WHEREAS**, on June 4, 2025, The Bal Harbour Civic Association ("BHCA") voted to attempt to alleviate the number of construction vehicles during the working hours allowed by approving a yearly budget of one hundred twenty thousand dollars (\$120,000) for a construction shuttle service; and

**WHEREAS**, Charter Up, LLC. was selected by BHCA from numerous proposals received to provide such services for an amount of \$450 per day, amounting to nine thousand dollars (\$9,000) per month, with an annual cost not to exceed of one hundred eight thousand dollars (\$108,000); and

**WHEREAS**, the service will shuttle construction workers from an offsite location to the gated community for a two-to-three-month trial basis, after which point the Association will determine if the service will continue or be discontinued if it does not prove to accomplish the intended goal; and

**WHEREAS,** this Council has determined that it is in the best interest of the Village to approve this shuttle services agreement and reimburse BHCA for the appropriate costs incurred in connection with these services

**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. Authorizing BHCA to Hire.** That the Village Council hereby authorizes BHCA to contract with Charter Up, LLC.

**Section 3. Manager Authorized.** That the Village Council hereby authorizes the Village Manager to review all itemized expenditures submitted to provide for proper reimbursement to BHCA and to ensure no commingling of funds.

**Section 4. Implementation.** That the Village Manager is hereby authorized and directed to take any and all action necessary to accomplish the purposes of this Resolution.

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

PASSED AND ADOPTED this 15<sup>th</sup> day of July 2025.



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Mayor Jeffrey P. Freimark

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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





Company	Reference #	Vendor Type	Time Frame	Estimated Daily Quote	Estimated Monthly Quote	Annual Cost	Insurance	Point of Contact	Phone	Email	Notes	Cancellation Policy	Link
Unlimited Charters	ID#3440905	18PaxMiniBus	3 hours in the AM (7:30 AM - 10:30 AM) and 3 hours in PM (3:30 PM - 6:30PM)	\$875 PER DAY (All Inclusive)	\$17,500	\$210,000	TBA	Mikes	855-943-1466ext. 703	mike@unlimitedcharters.com	Pending call with Mike 5/28@1PM	N/A	
EmpireCLS	N/A	27PaxMiniCoach	Option 1: As-Directed from M - F (7:45 AM - 6 PM)	\$2,744.24 PER DAY (All Inclusive)	\$54,885	\$658,620	Y	Daniel Rivera	800-451-5466	SpecialServices@empirecls.com	Tolls and/or parking charges would be additional	7-DaysNotice	<a href="#">Professional Chauffeur Car Service / Chauffeur Humidity Service</a>
EmpireCLS	N/A	27PaxMiniCoach	Option2:3hoursintheAM(7:30 AM - 10:30 AM) and 3 hours in PM (3:30PM-6:30PM)	\$1,167.76 PER DAY (All Inclusive)	\$23,355	\$280,260	Y						
EmpireCLS	N/A	14PaxSprinterVan	Option 3: As-Directed from Monday - Friday (7:45 AM - 6 PM)	\$2,699.82 PER DAY (All Inclusive)	\$53,996	\$647,952	Y						
Miami Construction Shuttle	N/A	45PaxSchool Bus	As Directed from M- F (7:45 AM - 6	N/A	\$10,000	\$120,000	N/A	Edgar	305-345-7215	edgar.constructionshuttle@gmail.com	Wherecanthebusbe stationed?Itwouldbe \$500formonthtopay- Wanttoabletoput	N/A	<a href="#">Miami Construction Shuttle - Miami Construction Shuttle</a>
Florida Tours	N/A	44 Pax School Bus	Option 1:3hoursintheAM(7:30 AM - 10:30 AM) and 3 hours in PM (3:30PM-6:30PM)	\$750 PER DAY (Flat Rate)	\$15,000	\$180,000	N/A	BrettBrittenuum	954-637-1933	bret@floridatours.com	Requestedforacallback to confirm rate quoted	N/A	<a href="#">First Looked into Charter 3 month - Contact 5 to be confirmed please</a>
Florida Tours	N/A	30PaxSchool Bus	Option2:3hoursintheAM(7:30 AM - 10:30 AM) and 3 hours in PM (3:30PM-6:30PM)	\$850 PER DAY (Flat Rate)	\$17,000	\$204,000	N/A						
Empire Coach Line	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	sales@empirecoachline.com	Submitted request via email- Pending response	N/A	<a href="#">Charter Bus Rental Services - Empire Coach Line, Inc.</a>
Charter Up	N/A	15PaxMiniVan	Option 1: As-Directed from Monday -Friday(8:30AM-5:30PM)	\$540 PER DAY (All Inclusive)	\$12,800	\$153,600	Y	Mike Ge	727-412-0067	mike.ge@charterup.com	Mike resent us the proposal	Cancel without penalty afterthecompletionof a 2-month service term,provided60days notice is given.	<a href="#">Charter Bus Rental Services - Charter Up</a>
Charter Up	N/A	15PaxMiniVan	Option2:2hoursintheAM(8:30 AM - 10:30 AM) and 2 hours in PM (3:30PM-5:30PM)	\$450 PER DAY (All Inclusive)	\$9,000	\$108,000	Y						
Charter Up	N/A	15PaxMiniVan	Option 3: As-Directed from Monday -Friday(7:30AM-6:30PM)	\$750 PER DAY (All Inclusive)	\$15,000	\$180,000	Y						
Charter Up	N/A	15PaxMiniVan	Option 4: 3 hours in the AM (7:30 AM - 10:30 AM) and 3 hours in PM (3:30PM-6:30PM)	\$550 PER DAY (All Inclusive)	\$11,000	\$132,000	Y						
System Shuttle	N/A	25PaxMiniCoach	Option 1: As-Directed from Monday - Friday (7:45 AM - 6:00 PM)	\$1,125 PER DAY (All Inclusive)	\$22,500	\$270,000	Y	LucasMurcell	305-240-6166	info@systemshuttle.com	12-Month Contract Rate: \$115perhour	N/A	<a href="#">Home - System Shuttle and Tours</a>
System Shuttle	N/A	25PaxMiniCoach	Option2:3hoursintheAM(7:30 AM - 10:30 AM) and 3 hours in PM (3:30PM-6:30PM)	\$840 PER DAY (All Inclusive)	\$16,800	\$201,600	Y				12-MonthContractRate: \$125perhour		
Carey International	N/A	13 Pax Sprinter Van	As Directed from Monday- Friday (7:45AM-6:00 PM)	\$1,687.15 PER DAY (All Inclusive)	\$33,743	\$404,916	Y	Catie	212-599-1122	N/A	N/A	8-hourCancellation Notice	
Commercial Security Courier	N/A	TBA	TBA	TBA	TBA	TBA		TBA	TBA	TBA	TBA	TBA	



# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

A RESOLUTION APPROVING THE AGREEMENT WITH MTX GROUP ONE LLC., FOR THE STORMWATER PUMP STATION NO. 2 REHABILITATION AND UPGRADES AND ASSOCIATED DRAINAGE SYSTEM IMPROVEMENTS; IN THE AMOUNT NOT TO EXCEED \$7,322,417, INCLUSIVE OF A 10% CONTINGENCY ALLOCATION IN THE AMOUNT OF \$665,675; ROUNDED UP TO THE NEAREST DOLLAR.

### Issue:

Should the Village Council approve the agreement with MTX Group One LLC to perform the stormwater pump station improvements 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:

A recent solicitation (RFP) 2025-01 for the Village Stormwater Pump Station, drainage improvements, and related work was developed to obtain pricing for Phase (1) the planned stormwater pump station improvements. Also, pricing was obtained for Phase (2), to replace the underground stormwater conveyance pipe with new upsized pipe in the northern portion of Bal Bay and Camden Drives. A review of the MTX Group One, LLC submittal determined that proceeding with phase (1), which concentrates the work to construct the long-planned improvements to the stormwater pump station PS no. 2, was deemed to obtain the greatest positive impact to the stormwater system and is within budget. Therefore, I am recommending the Council approval of the agreement with the MTX Group One, LLC to perform the construction services as detailed within the agreement in the amount not to exceed \$7,322,417, inclusive of the applied contingency, rounded up to the nearest dollar.

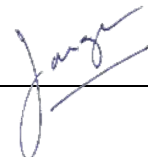
**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

	Amount	Account	Account #
	\$7,322,417	Utility Master Plan - Project 7 - Capital Outlay	01-41-506407

### Sign off:

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





# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: July 15, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT WITH MTX GROUP ONE LLC., FOR THE STORMWATER PUMP STATION NO. 2 REHABILITATION AND UPGRADES AND ASSOCIATED DRAINAGE SYSTEM IMPROVEMENTS; IN THE AMOUNT NOT TO EXCEED SEVEN MILLION THREE HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS (\$7,322,417), INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF SIX HUNDRED SIXTY FIVE THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS (\$665,675); ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

The Utility Infrastructure Improvement Project (UIIP) is ongoing with the water system improvements planned for completion by the end of 2025. The stormwater related work for phase 5a, curb and gutter replacement with asphalt paving is complete along Park Drive North of Bal Cross Drive and continues in the phase 6b area along Bal Bay Drive. This Resolution approves the construction agreement to complete the planned stormwater pump station renovation and upgrades, new injection wells, valves, and associated drainage conveyance pipe within the phase 5b,c, and 7 locations.

On May 22, 2022, the Council adopted Resolution No. 2022-1465 approving the agreement with retained design engineers Chen Moore and Associates, Inc. (CMA), for the design of the planned stormwater system improvements at the phase 5b, 5c phase 7 stormwater pump station locations.

Subsequently, in the spring of 2025, CMA completed the engineering designs and obtained the required permits to allow for the construction of the envisioned stormwater system improvements.

Additionally, Village Engineers Calvin Giordano & Associates, Inc. (CGA), was tasked with the preparation of the construction bid documents and addressing questions during the solicitation process.

## **ANALYSIS**

The primary location of the envisioned work is the stormwater pump station PS No. 2 at the intersection of Bal Bay Drive and West Harbour Way and the adjacent phase 5b, c locations. The project consists of drainage improvements within the Gated Residential Community, which include excavation, installation of storm drainage infrastructure, pump station rehabilitation and upgrades (electrical, instrumentation, generator, etc.), drainage injection wells, new curb and gutter, and asphalt milling and paving. All work shall adhere to applicable codes, safety regulations, and permitting requirements to ensure safety and compliance with municipal and state standards.

The RFP was developed to obtain pricing for Phase (1) the planned stormwater pump station improvements and associated work. Also pricing for Phase (2), to replace the underground stormwater conveyance pipe with new upsized pipe in the northern portion of Bal Bay and Camden Drives, new curb and gutter, and paving, was separated to allow for the addition or deletion of the scope of work.

### **Funding**

Because the current local construction market is fluid, it has become difficult to accurately estimate costs for construction. The separation of the planned work into two separate phases, scopes of work and pricing, provides the Village with the flexibility to add or delete the scope of work once the public solicitation is complete. Also, since this project is funded utilizing a combination of grant and general fund monies, there is an assembled budget which is not readily expandable to cover any identified shortfalls.

To date, the Village has secured approximately \$3,883,850 in grant funding to support this project. In addition, \$2.6 million has been set aside in the General Fund for Stormwater reserves. At this time, the Village anticipates requiring an advance of \$838,567 from the General Fund Balance to fully fund the project.

The Village remains committed to pursuing alternate funding sources. Any new funding identified after the project's appropriation will be used to reduce or offset the previously planned use of Fund Balance and budgeted allocations.

The chart below details the various funding sources for this project.

<b>UIIP phase 7 Stormwater Pump Station Funding:</b>	
FDEP Grant - 22FRP36	\$2,000,100
FDEP Grant - LPA0456	\$774,000
FDEP Grant - 24SRP46	\$774,000
*FDEP Grant -2025 Legislative Session	\$335,750
Stormwater Reserve	\$2,600,000
Advance from General Fund - Fund Balance	\$838,567
<b>Total Funding as of 7/1/25</b>	<b>\$7,322,417</b>

\* Pending acceptance of the grant and execution of the grant agreement

### Scope of Work

The work covered by the Specifications and Contract Documents, consists of excavation, installation of storm drainage infrastructure, pump station rehabilitation and upgrades (electrical, instrumentation, generator, etc.), drainage injection wells, new curb and gutter, and asphalt milling and paving.

- Excavation, installation of storm drainage pipe and force main, drainage structures, pump station rehabilitation and upgrades (electrical, instrumentation, generator, etc.), drainage wells, curb and gutter, milling, paving, and resurfacing shall be performed in a professional manner utilizing the proper machinery for the job. Any saw-cutting will require a water source provided by the Contractor to eliminate dust.
- Damage to adjacent landscaping shall be minimized or replaced at the Contractor expense.
- Work shall generally be performed from 8:30 am- 4:00 pm, Monday – Friday.
- Village observed holidays will be non-workdays for this agreement.
- The Contractor will have the capability to respond or notify the Village, law enforcement, and fire protection services to any emergency within twenty-four (24) hours which may arise such as detours or sinkholes and repairs which occur due to utility service line breaks.
- All debris to be disposed of in a legal manner.
- All procurement and installation of materials shall abide by the Build America Buy America (BABA) Act.
- The contract will be Lump Sum, but Contractor will submit a Schedule of Values as part of their bid detailing the work required.

### Contract Period and Liquidated Damages

For Phase 1, the Contract Time shall be 510 calendar days to substantial completion and 540 calendar days to final completion starting from the first Notice to Proceed. For Phase 2, the Contract Time shall be 330 calendar days to substantial completion and 360 calendar days to final completion starting from the second Notice to Proceed. Liquidated damages may be assessed by the Village onto the Contractor in the amount of \$1,000.00 for each consecutive calendar day thereafter that the work is not completed. The Village is

authorized to deduct the assessed liquidated damages from the monies which may be due or become due to the Contractor for the work under this Contract.

#### Minimum Qualifications

- The RFP specified that the firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described, shall have a record of performance and operation within Florida for a five-year period of time immediately preceding this Request for Proposal and that the firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions stated. The firm shall not have any criminal charges pending against them, the principal owners, partners, corporate officers, or management employees.
- The Contractor shall be a fully licensed including Certified Underground Utility and Excavation Contractor and General Contractor to perform the work described herein and shall comply with all applicable State Statutes and local codes, regulations and ordinances.

#### Procurement

The developed Request for Proposals, (RFP), 2025-01 PARCELS 5B AND 5C NEIGHBORHOOD IMPROVEMENT was placed on the Public Purchase website for solicitation on May 01, 2025. Two non-mandatory site visit meetings were conducted on May 15, and 22, 2025. Two bid addendums were released to provide additional specifications and an alternate price sheet to obtain pricing for Village requested changes to the stormwater pump station improvements.

The Village requested changes provided for the removal and replacement of the pump station components that were slated to remain and be reused as originally designed. This included the concrete base of the station, several pressure, check valves, underground pipe connections, and the concrete wet well within the station. The requested changes were identified to replace most of the existing components and limit the need to return to the station in three to five years to replace the re-used components and disrupt the site.

Nine (9), Contractors downloaded RFP 2501-01 from the Public Purchase website as detailed below.

RFP 2025-01-Parcels 5B and 5C Neighborhood Improvement	
Contractor RFP Downloads	
MTX Group One, LLC	David Mancini & Sons
Amici Engineering Contractors	Keith & Associates
H7R Paving	Nouveau Construction, LLC
Brunson Construction	Vortex Services, LLC
Build Central	



The Village Clerk received one proposal by the submittal date of June 24, 2025 and prior to the 3:00 pm deadline for submission. MTX Group One, LLC (MTX), submitted their proposal in the total amount of \$ 10,685,068.

The breakdown of the total MTX cost submittal is provided below

Description of Work	Cost
Phase (1) Complete Pump Station components, New Generator, drainage wells, force main, pressure valves and related work (inside the park) phase #7	<b>\$ 6,656,742</b>
Phase (2) Stormwater manholes, catch basins, pipe, curb & gutter, milling and paving/asphalt - Project 5B and 5C (work outside of park)	\$ 4,028,326
<b>Total 5B, 5C and #7</b>	<b>\$10,685,068</b>

The MTX submittal was reviewed by staff and Village Engineer CGA to determine how to revise the scope of work to first meet the budget and provide for the greatest positive impact to the overall stormwater system. During the review, it was mutually determined that phase (1) with the additional scope to replace all components met the budget and provided the highest positive impact to the stormwater system. When complete, the stormwater pump station will essentially be new.

Staff and Village Engineer CGA also reviewed the phase (2) cost of four million twenty-eight thousand three hundred twenty-six dollars (\$4,028,326), identified within the RFP 2025-01 submittal from MTX. They concur that the removal of the scope of work identified as Phase (2) Stormwater manholes, catch basins and conveyance pipe was not deemed critical to the effective operation of the stormwater system. These components were originally proposed to enhance the overall system stormwater storage capacity by upsizing the existing components in place.

We may return to that project at a later time, once we see how the upgrade of the pump station affects the stormwater performance and once we have funded higher priority needs in Project 6a and 6b, which includes the development and funding of a new stormwater pump station construction identified as phase 8. A diagram of the UIIP phases is attached.

Additionally, the proposed curb & gutter, milling and paving/asphalt as part of Phase 5B and 5C is planned to be completed during the later part of the pump station work as funding is identified utilizing a separately retained contractor.

The revised scope and cost are provided below.

Description of Work	Cost
Phase (1) Complete Pump Station components, New Generator, drainage wells, force main, pressure valves and related work (inside the park) phase #7	<b>\$ 6,656,742</b>

During construction, professional report development and specialized utility maintenance activities, contingency funds are utilized as reserve monies used to cover unexpected costs which arise from unforeseen conditions. These funds are not allocated to any specific area of work and if they are not required, the funds are returned to the overall General Fund Budget at the completion of the work. To anticipate the cost of unforeseen conditions and additional meetings not accounted for within the proposals, it is appropriate to include a contingency of ten percent (10%) of the total cost, which equates in this instance to six hundred sixty-five thousand six hundred seventy-five dollars (\$665,675), rounded up to the nearest dollar.

Therefore, the total not to exceed cost for the envisioned stormwater pump station and related work as detailed within the MTX submittal is seven million three hundred twenty-two thousand four hundred seventeen dollars, (\$7,322,417), inclusive of the applied contingency, rounded up to the nearest dollar.

#### MTX Profile

The following provides information related to the MTX Group One, LLC, company profile as contained within their FRP 2025-01 submittal and web-based information.

- Established in 2011
- Certified Minority Owned Business in the State of Florida.
- Certified Disadvantaged Business Enterprise in Florida.
- Certified Small Business Enterprise by Miami-Dade County.

MTX provides a full range of electrical construction services to utilities, municipalities, government entities and private developers throughout the nation for transmission lines, distribution systems, communication systems, substations and renewable energy facilities. Communication Utility Development services that build, maintain, and instantly repair communication networks to work at maximum efficiency.

#### Areas of Expertise

- Civil Water and Sewer Development  
Turnkey development of municipal mains, management of storm water, septic tank conversion, alongside other repair and maintenance.
- Power Infrastructure Development  
Turnkey services to build, manage, and immediately repair crucial electrical utilities.
- Management Of Traffic  
Advance MOT FDOT certified services to engineer plans and maintain crucial traffic safety on site for any project in our management.
- Asphalt / Concrete Work  
Providing full-service roadway improvement for both public and private property.
- Land Development  
Transforming previously untouched areas and developing them for general use for private and public clientele.

### Relevant Pump Station Construction Experience

The information below provides the experience of MTX and their senior Project Manager As related to the planned stormwater station improvements.

Albert A. Dominguez, PE, CGC, CUC, MTX Senior Project Manager/Qualifier

- 17th street Stormwater Pump Station - City of Miami Beach
- Prairie Avenue Pump Stormwater Pump Station - City of Miami Beach
- Nautilus Neighborhood Stormwater Pump Stations - City of Miami Beach
- Biscayne Point Stormwater Pump Station - City of Miami Beach
- Crespi Blvd. Stormwater Pump Station - City of Miami Beach
- Alton Road Stormwater Pump Stations -State of Florida Department of Transportation
- Palm and Hibiscus Island Stormwater Pump Stations - City of Miami Beach (w/ Emerg. Gen.)

MTX Group One, LLC

- Three (3) Sanitary Sewer Pump Station Rehabilitation - Bay Harbor Islands
- Four Sanitary Lift Stations MDWASD as a Subcontractor to R & G Engineering, LLC
  - T2686 Upgrade of sewage pump station No. 444 - 2135 NW 207 St. Miami Gardens 33056.
  - T2722 Upgrade of pump station no. 639. 20008 SW 114 Ave. Miami FL 33189.
  - T2781. Upgrade of sewage pump station No. 520 13590 SW 62 St. Miami fl. 33183
  - T2693 Upgrade of sewage pump station no. 659. 19340 SW 112 court Miami fl. 33157

### **THE BAL HARBOUR EXPERIENCE**

This action is aligned with the Village's stated mission through *The Bal Harbour Experience*. The construction of the envisioned Stormwater Pump Station improvements ensures that Village stormwater facilities and infrastructure are modernized supporting the goal of Modernized Public Facilities/Infrastructure. Additionally, the augmentation of Village water conservation efforts by ensuring the stormwater conveyance system does not allow pollutants into Biscayne Bay, aligns to the goal of Resiliency and Sustainable Community.

### **CONCLUSION**

I have reviewed the MTX Group One, LLC submittal. I have also reviewed the staff and CGA recommendations to proceed with phase (1), which concentrates the work to construct the long-planned improvements to the stormwater pump station PS no. 2. I agree with this recommendation to obtain the greatest positive impact to the stormwater system and within budget. Therefore, I am recommending the Council approval of the agreement with the MTX Group One, LLC to perform the construction services as detailed within the agreement in the amount not to exceed seven million three hundred twenty-two thousand four hundred seventeen dollars, (\$7,322,417), inclusive of the applied contingency, rounded up to the nearest dollar.

### **Attachments:**

1. UIIP Project Phase Diagram

RESOLUTION NO. 2025-\_\_\_\_

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE AGREEMENT WITH MTX GROUP ONE LLC., FOR THE STORMWATER PUMP STATION NO. 2 REHABILITATION AND UPGRADES AND ASSOCIATED DRAINAGE SYSTEM IMPROVEMENTS; IN THE AMOUNT NOT TO EXCEED SEVEN MILLION THREE HUNDRED TWENTY TWO THOUSAND FOUR HUNDRED SEVENTEEN DOLLARS (\$7,322,417), INCLUSIVE OF A TEN PERCENT (10%) CONTINGENCY ALLOCATION IN THE AMOUNT OF SIX HUNDRED SIXTY FIVE THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS (\$665,675); ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, a recent solicitation, (RFP) 2025-01 for the Village Stormwater Pump Station drainage improvements, and related work was developed to obtain pricing for Phase (1): the planned stormwater pump station improvements and for Phase (2): to replace the underground stormwater conveyance pipe with new upsized pipe in the northern portion of Bal Bay and Camden Drives as part of the 5B, 5C and #7 Neighborhood Improvement Project; and

**WHEREAS**, the RFP was issued on May 1, 2025 with a closing date of June 24, 2025 that resulted in the Village receiving one proposal from MTX Group One, LLC ("MTX Group") for the specified work in the total amount of \$ 10,685,068, inclusive of the add alternate addendum; and

**WHEREAS**, A review of the MTX Group submittal determined that proceeding with Phase (1), which concentrates the work to construct the long-planned improvements to the stormwater pump station PS No. 2, was deemed to obtain the greatest positive impact to the stormwater system and is within budget; and

**WHEREAS**, this Council has determined that it is in the best interest of the Village to approve the agreement MT Group to perform the construction services as detailed within the agreement in the amount not to exceed seven million three hundred twenty-two thousand four hundred seventeen dollars (\$7,322,417), inclusive of the applied



contingency in the amount of six hundred sixty-five thousand six hundred seventy-five dollars (\$665,675), rounded up to the nearest dollar.

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

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

**Section 2. Agreement Approved.** That agreement with MTX Group One, LLC. in the amount not to exceed seven million three hundred twenty-two thousand four hundred seventeen dollars (\$7,322,417), inclusive of the applied contingency in the amount of six hundred sixty-five thousand six hundred seventy-five dollars (\$665,675), rounded up to the nearest dollar, is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

**Section 3. Appropriations Approved.** That the FY 2024-25 General Fund Budget is amended by \$4,101,068 for the rehabilitation, upgrades and associated drainage system improvements of the Stormwater Pump Station No 2. Of this amount approximately \$838,567 to be derived from unappropriated fund balance, with the remainder funded through stormwater grants and reserves.

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

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

PASSED AND ADOPTED this 15<sup>th</sup> day of July, 2025.



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Mayor Jeffrey P. Freimark

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

FORM 1  
QUESTIONNAIRE

Firm Name: MTX Group One LLC

Firm Address: 2570 S Park Rd Hallandale FL 33009

Firm Contact Information: \_\_\_\_\_

Firm Representative (name and title): Robert Palma President

Representative Contact Information: 305-498-9320

Firm Type (circle one):                      Individual                      Partnership                      Corporation

If Corporation:

Date and Place of Incorporation: \_\_\_\_\_

If Foreign Corporation:

Date of Registration with Florida Secretary of State:  
\_\_\_\_\_

Name of Resident Agent: \_\_\_\_\_

Address of Resident Agent: \_\_\_\_\_

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Board of Directors: \_\_\_\_\_

If Partnership:

Date and Place of Organization July 2022 Florida

Partners: \_\_\_\_\_

On a separate sheet of paper, please provide answers to the following questions:

1. Number of years of relevant experience.

2. Please list the names, titles, responsibilities, qualifications and certifications for all staff members, employees, volunteers and/or subcontractors of Proposer that would be involved in the provision of Services.
3. Provide an organizational chart for the Proposer firm.
4. Describe Proposer's qualifications and experience in the provision of street sweeper services.
5. Have any agreements held by Proposer for a project ever been canceled or terminated?
6. Has Proposer or any of its principals failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, failed to complete a contract or declared to be in default in any contract in the last five years?
7. Has Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?
8. Has Proposer or any of its principals or employees been convicted in federal, state, county or municipal court for a violation of law other than a traffic violation?
9. Is the Proposer a party to any pending litigation?
10. Has the Proposer been a party to any lawsuit filed within the last 10 years?
11. Please list any person involved in this Proposal that is not listed above.
12. Please list potential, actual or perceived conflicts of interest in connection with this solicitation.
13. Has Proposer been involved in any discussions regarding a merger or acquisition of its firm, partnership with another firm or a transfer or assignment of its contracts, assets and/or liabilities?

Proposer hereby acknowledges that the information contained in this Questionnaire will be relied upon by the VILLAGE in awarding this solicitation, and such information is warranted by Proposer to be true. The undersigned Proposer agrees to furnish such additional information, prior to acceptance of any Proposal relating to the qualifications of Proposer, as may be required by the VILLAGE. Proposer further understands that the information contained in this Questionnaire may be confirmed through background investigation conducted by the VILLAGE. By submitting this Questionnaire, Proposer agrees to cooperate with said investigation, including but not limited to fingerprinting and providing information for a credit check.

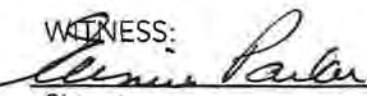
WITNESS:

  
 Signature  
 A. Dominguez  
 Print Name

IF INDIVIDUAL

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Print Name

WITNESS:

  
 Signature  
 Eunice Parker  
 Print Name

IF PARTNERSHIP:

MT Group One LLC  
 Print Name of Firm  
 2570 S. Park Rd. Hallandale FL  
 Address 33009



WITNESS:

Signature

Print Name

(CORPORATE SEAL)

Attest:

By: Robert Palma

General Partner

Robert Palma

Print Name

*IF CORPORATION:*

Print Name of Firm

Address

By:

President

Print Name

# MTX Group One – RFP Form 1

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## 1. Number of years of relevant experience:

14 Years — MTX Group One has delivered underground utility and infrastructure construction services since 2011, specializing in horizontal directional drilling (HDD), water/sewer, storm drainage, and fiber optic systems.

## 2. Staff Details (See Attached for Resumes):

Robert Palma | Director of Engineering | Contract oversight, compliance, and technical direction | Florida GC candidate, OSHA 30

Eduardo Fernandez | Director of Operations | Field operations, logistics, safety compliance | OSHA 30, CPR/First Aid

Albert Dominguez | Chief Estimator | Bid preparation, takeoffs, vendor pricing | 15+ years exp., CPE, Bluebeam, HeavyBid

Scott Harmon | Superintendent | Jobsite supervision, productivity oversight | OSHA 30, Trench Safety Certified

Ariel Rodriguez | Business Development | Client relations, project acquisition | 10+ years industry experience

Carlos Palacio | Crew Logistics Manager | Equipment planning, crew documentation | Heavy equipment certified, OSHA 10

Rolando Fleites | Project Manager – Fiber Optics | Field coordination, redlines, locate requests | AutoCAD, fiber install expertise

Eunince Alaniz | Accounting Manager | A/R, A/P, payroll, COIs | QuickBooks certified, finance background

## 3. Organizational Chart:

Provided as separate attachment

## 4. Experience in Street Sweeper Services:

MTX Group One partners with licensed subcontractors and fleet maintenance providers to manage support services including debris clearing, vacuum truck operation, and street sweeping after underground utility work. Our operations team includes experienced field supervisors and CDL operators who coordinate these services in compliance with municipal standards.

**5. Agreements canceled or terminated?**

No. MTX Group One has never had a contract canceled or terminated for cause.

**6. Declared in default, failed to complete, or refused to enter into a contract?**

No. MTX has always honored awarded contracts and completed projects successfully.

**7. Declared bankrupt, reorganized, or in receivership?**

No. MTX Group One has never filed for bankruptcy or entered receivership.

**8. Convictions (excluding traffic violations)?**

No. No principals or employees have been convicted of any such offenses.

**9. Pending litigation?**

Yes. MTX is in pending litigation with a subcontractor regarding invoice disputes related to vacuum services.

**10. Lawsuits in the past 10 years?**

Yes. MTX was previously in a lawsuit with a subcontractor and agreed to settle for the original amount specified in our contract.

**11. Additional individuals involved in this proposal:**

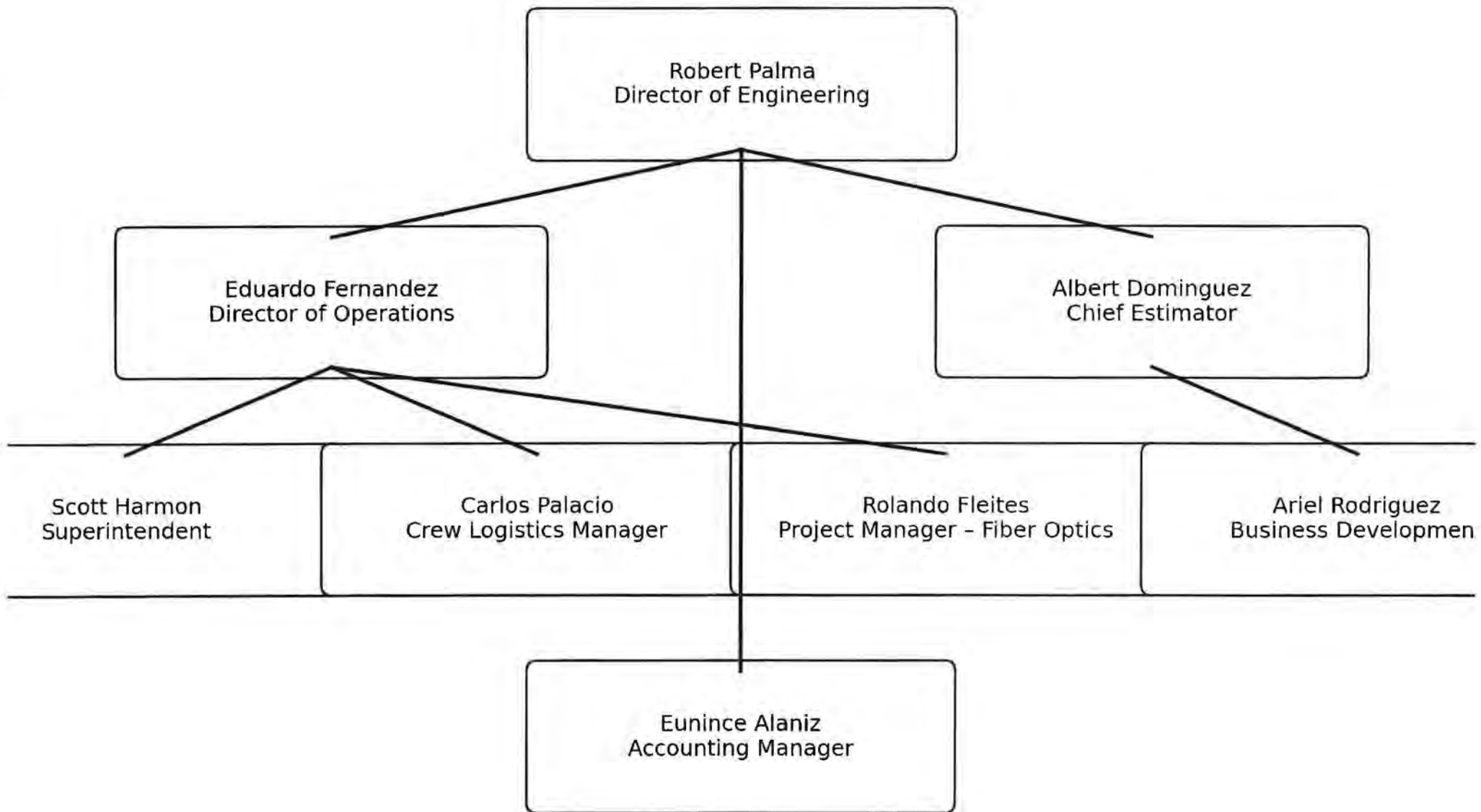
None not already listed above.

**12. Conflicts of Interest:**

None.

**13. Mergers, acquisitions, or transfer of assets?**

Yes. MTX has been in discussions with ITG Communications regarding potential partnership or acquisition.







PERFORMANCE EVALUATION SURVEY  
VILLAGE OF BAL HARBOUR RFP NO. 2025-01

Name, Title Robert Palma, President

Company Name: MTX Group One

Point of Contact: Robert Palma

Phone and email: 305-498-9320

Nature of services provided: Storm Drainage

Please evaluate the performance of the CONTRACTOR Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criterion that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	
2	Accessibility of firm's staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	
		100

Overall Comments:

---

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Company providing Referral: Weekley Asphalt

Contact Name: Justin Morgan

Contact Phone and e-mail: 954-931-5594 justin@weekleyasp.com

Date of Services: 7/17/2018

Dollar Amount for Services: 556,250.20

PERFORMANCE EVALUATION SURVEY  
VILLAGE OF BAL HARBOUR RFP NO. 2025-01

Name, Title Robert Palma, President

Company Name: MTX Group One

Point of Contact: Robert Palma

Phone and email: 305-498-9320

Nature of services provided: Storm Drainage

Please evaluate the performance of the CONTRACTOR Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criterion that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	10 ↓ 100
2	Accessibility of firm's staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	

Overall Comments:

Company providing Referral: General Asphalt

Contact Name: Jose Semprun

Contact Phone and e-mail: 305.218.0370 jose@generalasphalt.com

Date of Services: 7/17/2018

Dollar Amount for Services: 1,423,141.00

PERFORMANCE EVALUATION SURVEY  
VILLAGE OF BAL HARBOUR RFP NO. 2025-01

Name, Title Christian C Suarez - Founder / President

Company Name: CS Development Inc

Point of Contact: Christian C Suarez

Phone and email: 754-213-6403

Nature of services provided: Hevy Civil contruction and infrastructure

Please evaluate the performance of the CONTRACTOR Firm and/or Project manager. A score of 10 means you are very satisfied and have no questions about hiring them again, and a score of one is if you would never hire them again because of very poor performance. Please indicate by "N/A" if there is a criterion that does not apply.

NO.	CRITERIA	SCORE (1 to 10)
1	Ability to perform the requested services	
2	Accessibility of firm's staff and principals	
3	Ability to ensure the project is completed on-time and within budget	
4	Responsiveness	
5	Quality of services provided	
6	Quality and accuracy of on-site inspection	
7	Ability to respond to feedback	
8	Professionalism	
9	Overall customer satisfaction	

Overall Comments:

MTX Group one, Has help me troughout my carrear as a prokject manager and owner rep, being great asset to any organization and or project I represent.

CS Development Inc

Company providing Referral: Christian C Suarez

Contact Name: 754-213-6403 / csdevelopmentflinc@gmail.com

Contact Phone and e-mail: 2019 to present

Date of Services: \$350,000 - \$400,000

Dollar Amount for Services:

FORM 3



## DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Pursuant to Florida Statutes Section 287.087 ("Preference to Businesses with Drug-Free Workplace Programs"), whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

YES ☒ NO ☐

NAME OF BUSINESS: MTX Group One LLC

SIGNATURE: Robert Palmer

**FORM 4**  
**SWORN STATEMENT PURSUANT TO**  
**FLORIDA STATUTE SECTION 287.133(3)(a) ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Bal Harbour Village, Florida.  
by: Robert Palma President  
(print individual's name and title)  
for: MTN Group One LLC  
(print name of entity submitting sworn statement)  
whose business address is: 2570 S. Park Rd Hallandale FL 33009  
and (if applicable) its Federal Employer Identification Number (FEIN) is:  
85-2598714  
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or



applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, Shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).

- ☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Robert Parker  
Signature

Sworn to and subscribed before me this 24th day of June, 2025

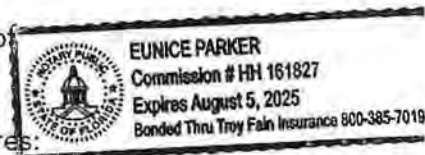
Personally known

OR  
Produced identification

Eunice Parker  
Eunice Parker

Notary Public, State of

My commission expires:



*Type of identification*

*Printed, typed or stamped commissioned name of notary public*



**FORM 5**  
**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

Robert Palmer  
Signature

Sworn to and subscribed before me this 24th day of June, 2025.

Personally known

OR

Produced identification \_\_\_\_\_

Eunice Parker  
Eunice Parker  
Type of identification

Notary Public, State of \_\_\_\_\_



**EUNICE PARKER**  
Commission # HH 161827  
Expires August 5, 2025  
Bonded Thru Troy Fain Insurance 800-385-7019

My commission expires: \_\_\_\_\_

Printed, typed or stamped commissioned name of notary public

New

**E-Verify+**

Modernize the employment eligibility  
verification process today!

[Learn More](#)

## My Company Profile

### Company Information

**Company Name**

MTX GROUP ONE LLC

**Company ID**

1313682

**Employer Identification Number (EIN)**

852598714

**DUNS Number**

013980881

**NAICS Code**

237

**Subsector**

Heavy and Civil Engineering Construction

[Edit Company Information](#)**Doing Business As (DBA) Name**

—

**Enrollment Date**

Jun 11, 2018

**Unique Entity Identifier (UEI)**

—

**Total Number of Employees**

20 to 99

**Sector**

Construction

### Employer Category

**Employer Category**

None of these categories apply

[Edit Employer Category](#)

### Company Addresses

**Physical Address**2570 S Park Rd  
Hallandale, FL 33009**Mailing Address**

Same as Physical Address

[Edit Company Addresses](#)

### Hiring Sites

**Number of Sites**

1

[Edit Hiring Sites](#)

### Company Access

**FORM 6**  
**AFFIDAVIT ATTESTING TO**  
**NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.

2. I am an officer or representative of MTX Group One, a nongovernmental entity.

3. MTX Group One, LLC does not use coercion for labor or services as defined in the relevant section of the law.

Robert Palma  
Signature

Sworn to and subscribed before me this 24<sup>th</sup> day of June, 2025.

Personally known Eunice Parker  
Eunice Parker

OR

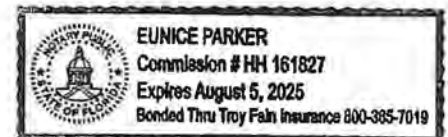
Produced identification \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Type of identification

My commission expires: \_\_\_\_\_

Printed, typed or stamped commissioned name of notary public



**FORM 7**  
**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH**  
**ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. MTX Group One, LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

Robert Palmer  
Signature

Sworn to and subscribed before me this 24<sup>th</sup> day of June, 2025.

Personally known Eunice Parker

OR

Produced identification \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

My commission expires: \_\_\_\_\_

*Type of identification*

*Printed, typed or stamped commissioned name of notary public*





## FORM 8

## PRICING

## PARCELS 5B AND 5C NEIGHBORHOOD IMPROVEMENT

	<u>Lump Sum Price</u>
<u>PHASE 1</u> Work within the park, such as the pump station rehabilitation, generator, electrical, instrumentation, drainage wells, force main, etc.	\$ 4,679,491.94
<u>PHASE 2</u> Work outside of the park, such as stormwater manholes, catch basins, pipe, curb, asphalt resurfacing, etc. PLEASE NOTE THAT ASPHALT MILLING/RESURFACING SHALL BE 3".	\$ 4,028,326.40
<u>GRAND TOTAL</u>	
<u>BID ALTERNATE ADDITION/DEDUCTION</u> Using flowable fill instead of the specified backfill and compaction requirements.	\$ 8,707,818.34

CONTRACTOR shall be required to submit a detailed Schedule of Values with typical Unit Prices (i.e., stormwater structures, pipe, curb, excavation, backfill, asphalt, etc.) that matches the above Lump Sum Price.

Name and title of the person completing this schedule:



(Printed Name)

A. Dominguez

qualifier

(Title)



(Signature)

### ADDENDUM # 2-Add Alternate Price Sheet

ITEM #	DEMOLITION:	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.60	REMOVE AND DISPOSE EXIST. DIP DRAINAGE PIPES - replacement of the existing force main valve which currently serve for pressure relief. Replacing all portions of the existing force main , including all associated fittings and valves currently under the exiting concrete slab. This includes all force main piping within the pump station , as well as the associated support hangers.	850	LF	125.00	106,250.00
2.70	REMOVE AND DISPOSE EXISTING HYDRAULIC CYLINDER BUTTERFLY VALVE replacing the existing butterfly valves which are operated via a hand wheel and hydraulic cylinder and serve as a bypass to the wet well weir, with new gate valves. It is presumed the flanged wall thimble which these valves connect are to remain.	2	EA	\$ 90,000	\$ 180,000
2.10	REMOVE AND DISPOSE EXIST. REINF. CONCRETE SLAB; given the extent of these replacements which would occur under the existing pump station reinforced concrete top slab , the entire slab would also require replacement. Hatches shall also be replaced with new, watertight units.	1	LS	\$ 210,000	\$ 210,000
ITEM # 3	STORM DRAINAGE - FORCE MAIN DISCHARGE:				
3.10	FURNISH AND INSTALL 20-INCH DIP DRAINAGE PIPE Replacing all portions of the existing force main , including all associated fittings and valves currently under the concrete slab. This includes all force main piping within the pump station, as well as the associated support hangers.	500	LF	\$ 650.00	\$ 325,000
3.20	FURNISH AND INSTALL 30-INCH DIP DRAINAGE PIPE ( same response as 3.10 )	70	LF	\$ 1200.00	\$ 84,000

3.30	FURNISH AND INSTALL 36-INCH DIP DRAINAGE PIPE (same as 3.10 & 3.20)	475	LF	\$ 400.00	\$ 190,000
3.50	FURNISH AND INSTALL 36-INCH DIP BUTTERFLY VALVE ( same response as 2.60 )	2	EA	\$ 120,000	\$ 240,000
3.60	FURNISH AND INSTALL 36-INCH DIP CHECK VALVE ( same as response 3.10 )	2	EA	\$ 180,000	\$ 360,000
3.70	FURNISH AND INSTALL FORCE MAIN FITTINGS ( same response as 3.10 )	6	TN	\$ 10,000	\$ 60,000
ITEM # 4	STORM DRAINAGE - GRAVITY COLLECTION SYSTEM:				
4.18	FURNISH AND INSTALL 42" GATE VALVE FOR WET WELL BYPASS ( same response as 2.70 )	2	EA	\$ 65,000	\$ 130,000
4.19	FURNISH AND INSTALL 72" GATE VALVE ON PS INFLOW PIPE The addition of a 72 inch gate valve just upstream of the inflow to the pump station downstream of exiting Manhole - 171 - to facilitate pump station maintenance. The valve should be capable of being operated from within the pump station , such that revisions to the fence / screening would be required for this.	1	EA	\$ 92,000	\$ 92,000

Bid Number

BHV-2025-01

REQUEST FOR PROPOSALS NO. 2025-01 PARCELS 5B AND 5C  
NEIGHBORHOOD IMPROVEMENT

Phase 1			
Item	unit	Qty	unit price
Gen cond.	1	ls	\$ 813,380.00
Mob/Demob	1	ls	\$ 48,240.00
MOT	240	LS	\$ 236.78
Muck removal	416	CY	\$ 78.17
Restoration	1	LS	\$ 73,700.00
NPDES	1	LS	\$ 26,800.00
Dewatering	1	LS	\$ 93,442.67
P.S. Landscaping	1	LS	\$ 33,500.00
P.S. Fencing	1	LS	\$ 23,450.00
P.S. Concrete	1	LS	\$ 572,850.00
P.S. Electrical	1	LS	\$ 968,977.45
P.S. Mechanical	2	EA	\$ 184,250.00
HDPE 42"	396	LF	\$ 482.37
Abandon well	3	EA	\$ 20,100.00
Wells	5	EA	\$ 57,955.00
MH 48"	5	EA	\$ 16,740.96
MH 60"	1	EA	\$ 28,790.74
20" DI pipe	262	LF	\$ 530.55
30" & 36" DI Pipe	440	LF	\$ 1,149.87
DI Fittings	16	EA	\$ 8,136.66
72" Valve	1	EA	\$ 91,227.20

Phase 2			
Item	unit	Qty	unit price
Gen cond.	1	ls	\$ 549,290.00
Mob/Demob	1	ls	\$ 30,590.00
MOT	144	DY	\$ 642.83
Muck removal	561	CY	\$ 77.58
Restoration	1	LS	\$ 36,575.00
NPDES	1	LS	\$ 83,125.00
Dewatering	1	LS	\$ 244,321.00
Curb and Gutter	10100	LF	\$ 78.46
Asphalt M&R	13500	SY	\$ 59.21
Stripping	1	LS	\$ 39,900.00
MH 42"	4	EA	\$ 14,767.99
MH 48"	4	EA	\$ 16,137.06
MH 60"	4	EA	\$ 19,465.38
MH 72"	1	EA	\$ 37,168.75
DEMO SW STR.	16	EA	\$ 4,987.50
HDPE 15"	60	LF	\$ 502.39
HDPE 18"	410	LF	\$ 233.94
HDPE 24"	1078	LF	\$ 312.39
HDPE 30"	40	LF	\$ 422.12
HDPE 36"	304	LF	\$ 466.08
Final System Cleaning	1892	LF	\$ 52.41
Core Drill STR.	2	EA	\$ 3,325.00
Nyloplast 2x2 Inlet	1	EA	\$ 6,317.50
inlet c 24x 37	8	EA	\$ 13,182.23
INLET P 42"	3	EA	\$ 14,171.75
INLET J 60"	1	EA	\$ 24,536.44
INLET J 72"	1	EA	\$ 30,548.44
Flowable fill Alt.	1121	CY	\$ 218.91



Bid Number	<b>BHV-2025-01</b>
Title	<b>REQUEST FOR PROPOSALS NO. 2025-01 PARCELS 5B AND 5C NEIGHBORHOOD IMPROVEMENT</b>
Proposed List of Subcontractors	<b>South Florida Electrical Consultants, Inc. General Asphalt, Inc.</b>



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## LICENSEE DETAILS

10:21:47 AM 5/24/2025

### Licensee Information

Name: **RODRIGUEZ, HECTOR LAZARO JR (Primary Name)**  
**SOUTH FLORIDA ELECTRICAL CONSULTANT INC (DBA Name)**  
Main Address: **4234 SW 75TH AVENUE  
HOLLYWOOD Florida 33021**  
County: **BROWARD**  
License Location: **4234 SW 75TH AVE  
MIAMI FL 33155**  
County: **DADE**

### License Information

License Type: **Certified Electrical Contractor**  
Rank: **Cert Electrical**  
License Number: **EC13006384**  
Status: **Current,Active**  
Licensure Date: **11/03/2014**  
Expires: **08/31/2026**

Special Qualifications	Qualification Effective
------------------------	-------------------------

### Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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## Construction



General Asphalt is the leading provider of airport runway construction and one of the largest Heavy Highway and Civil contractors in South Florida. We can satisfy the needs of the most complex projects including but not limited to milling, earthwork, lighting, sandblasting, concrete, thermoplastic, striping, etc. Through our broad based network of subcontractors, we are able to manage all aspects of a project to ensure its completion well within the mandated time frames and budget. General Asphalt has received many awards throughout the years for its standards of EXCELLENCE!

General Asphalt's state of the art of paving equipment and dump trucks, ensure that our customer's demands are met at the highest level of service and quality. General Asphalt constantly strives to meet and exceed the paving requirements of every project.

## Contact

Miami, Florida  
305 498 9320 (Mobile)  
robert.palma213@gmail.com

[www.linkedin.com/in/robert-palma-369420](https://www.linkedin.com/in/robert-palma-369420) (LinkedIn)

## Top Skills

Private Equity  
Investor Relations  
Risk Management

## Languages

English (Native or Bilingual)  
Spanish (Professional Working)

## Certifications

IBM Blockchain Foundation  
Developer  
SOLIDWORKS Mechanical Design -  
Associate

## Honors-Awards

Dean's List  
Cum Laude Graduate

# Robert Palma

Engineering executive with 10+ years in risk management, business development, and process automation. Proven track record in driving strategic growth and innovation, making an impact in high-stakes environments.

## Summary

Robert has demonstrated strong leadership in the engineering field, with over 10 years of experience spanning multiple industries. As VP of Risk Management at MTX Group One and VP of Business Development at Certified Inspection Services, he applies his skills in operational risk management, financial modeling, process automation, and business development to drive growth and innovation. Notably, he led the design of the world's first multi-user vending machine and achieved 15% YoY growth at Certified Inspection Services. Robert is now leveraging his engineering expertise and leadership to expand his portfolio in the construction industry, focusing on mergers & acquisitions, investor relations, and marketing to build a successful and diversified business empire.

INTJ: Quick, Imaginative and Strategic Mind, able to filter out the noise of a situation, identifying the core thread that needs to be pulled in order to unravel others' messes so that they can be rewoven into something beautifully intricate and stunningly simple in its function.

## Experience

MTX Group One  
Vice President of Risk Management  
March 2024 - Present (1 year 4 months)

[View Profile](#)

As the Vice President of Risk Management at MTX Group One, I focus on identifying, analyzing, and mitigating risks to ensure the safety and stability of our operations. My approach involves refining operational processes and integrating automation solutions to improve productivity and reduce expenses. By conducting thorough risk assessments and implementing strategic risk management frameworks, I enhance our ability to navigate uncertainties



## Contact

7349 NW 54 street , Medley, FL  
33166  
305-964-7973 (Work)  
mtxgroupone@gmail.com

[www.linkedin.com/in/ariel-rodriguez-414a76b9](http://www.linkedin.com/in/ariel-rodriguez-414a76b9) (LinkedIn)  
[www.mtxgroupone.com](http://www.mtxgroupone.com) (Company)

## Top Skills

Contractors

Executive Management

Business Operations

# Ariel Rodriguez

Chief Operating Officer

## Summary

Experienced Chief Operating Officer with a demonstrated history of working in the Utilities construction industry - with particular experience in telecommunication and power delivery - following the entire process from inception to completion. Over ten years of experience in business negotiations, internal communications, external clientele connections, lean, effective construction, administration, and business design and operations. Strong operations professional graduated from I.S.P.J.A.E..

## Experience

MTX Group One

Chief Operating Officer

January 2011 - Present (9 years 8 months)

*Medley, FL*

In this position as the chief operating officer (COO) of MTX Group One, Inc., I am tasked with overseeing the day-to-day administrative and operational functions of our business. My responsibilities include, but are not limited to designing and implementing operations strategies, effectively designing and communicating policies to employees, and leading the build out of core teams in the office and on the field. In addition, I work closely with decision makers in other departments to identify, recommend, develop, implement, and support cost-effective solutions for all aspects of the organization, and manage vendor relationships, negotiate vendor contracts in concurrence with the standards of the company work and industry competition, and identify areas of opportunity for long-term cost savings for the company.

## Education

I.S.P.J.A.E.

Mechanical Engineering

**Christian Suarez**  
350 S Miami Ave  
Miami, FL 33130  
(754)-213-6403  
ccsd182@gmail.com

## PROFILE

To secure a Project Management position with a leading construction company utilizing acquired skills and education and allowing for growth and development. Emphasizing on customer service and experience during construction to deliver a superior product and experience.

## EDUCATION

**Miami Dade College**  
Construction Management Degree

**Miami, FL**

**Broward College**  
Business Administration (50 credits)

**Davie, FL**

## SKILLS

- 
- |   |                              |
|---|------------------------------|
| • Self-motivated/Highly Resourceful           | • Strategic/Critical Thinker |
| • Superior Organizational Skills              | • Task/Result Oriented       |
| • Heavy Equipment Operation (basic)           | • Team Oriented & leader     |
| • Inventory Management/Control                | • Payroll Management         |
| • Loss Prevention/Security                    | • CAD/ REVET / Plan-swift    |
| • Communication Skills (Trilingual)           | • Survey Layout              |
| • Trade Coordinator/ Subcontractor Management | • Plans Interpretation       |

## EXPERIENCE

---

- **Construction Services & Development (Founder) (05-2022 – Present)**

**CEO & Founder**

Creating strategic relationship and developing business, restoration of commercial properties interior and exterior, focusing on quality and superior client satisfaction.

- **Coastal Construction (05/2021 – 07/2022)**

Owners' rep (Coastal president)

Manage the entire development for the owner / President of Coastal Construction. Supervising General contractor, sub-contractors, project managers and super intendent, to ensure schedule, budget and quality was to the standards required.

- **Sage wood Construction (12/2019 – 02/2021)**

Project Manager

In charge of multiple projects from beginning to end, were different hats, Project management, super intended, safety manager and estimator. Managed the projects from the permitting to close out. Involved in the Standard Operation Procedure (SOP) for the company, making relationships with local agencies and subcontractors. Develop pears and recruit outstanding talent. Created client loyalty. ~~259~~ Notary.

- **MTX Group One (11/2019 – present)**

Project Manager / Estimator

In charge of the civil division of the company: permit procurement management; preparing estimates; develop schedules & proposals, project cost monitoring & control including: management of material, equipment and payroll, purchasing orders, supervise execution and keep track of progress and inspections. Involved in projects from the design process to the final walkthrough.



## **Albert Abraham Dominguez, PE, CGC**

2570 S Park Rd,  
Hallandale Beach, FL  
Ph. 786-402-9942

### **PROFILE**

In his nearly 35-year professional career, comprising of both public and private practice, Mr. Dominguez has been a proven leader in private sector and governmental management, a technical innovator in the fields of Civil, Transportation and Municipal Engineering as well as an award winning and recognized successful Design/Build Project Manager.

### **Highlights**

- 15 Years / \$180 Million of Private Sector Engineering Design and Construction Management
- 14 Years of Public Works Management and FDOT Experience
- Proficiency in Managing and Directing the budgeting, planning, operations and development, large organizational Departments and communication with elected officials
- Knowledgeable of Federal, State and Local government structures, systems, permitting and Aid programs
- Ability to develop and implement strategic goals and objectives for tracking performance and functional accountability
- Skilled in written and verbal communication and information systems

### **Areas of Strength**

Mr. Dominguez major strength is the diversity of experience, training and knowledge that ranges from not only a multi-disciplinary spectrum of practice but also from understanding the inner workings of the Public and Private Sectors.

- ✓ Water/Sewer/Drainage Utility Infrastructure Design/Permit/Construction
- ✓ Transportation Systems/ Congestion Management/ Pavement and Safety
- ✓ Construction Law / Negotiations / and Public Relations
- ✓ Emergency Management and Public Safety

### **EDUCATION**

B.S., Civil Engineering, University of Florida, 1990

Certified Public Manager Program, Level 1, 2, 3, State of Florida

Managing Civil Actions in Threat Incidents, 40 Hour Course, U.S. Department of Homeland Defense

Excellence and Ethics, Academy for Strategic Management, Florida International University

FDOT Value Engineering 40 Hr. Certificate

### **REGISTRATION AND MEMBERSHIPS**

Professional Engineer State of Florida # 048131

State Certified General Contractor # CGC1521304

State Certified Utility and Excavation Contractor # CUC1225323

National Society of Professional Engineers

American Society of Civil Engineers

Florida Engineering Society

American Public Works Association

### **PROFESSIONAL EXPERIENCE**

**Vice President of Heavy Civil Infrastructure Engineering Division, MTX Group-One, Nov. 2017-Present**

Mr. Dominguez leads a diverse team of engineers, consultants, project managers and field staff in all aspects and execution of major infrastructure projects for Private Utilities, Municipal Public Works Departments and County Governments. He



#### Accomplishments

- Performed a complete functional re-organization of the department to directly correlate resources with strategic departmental objectives. This reorganization resulted in improved efficiency and performance, improved staff communications and greater divisional accountability.
- Developed the City of Miami's first 10-year Roadway Capital Improvement Plan. This three-program, \$133 Million investment plan addresses citywide street reconstruction, resurfacing and sidewalk needs, and incorporated mandates of the Americans with Disabilities Act.
- Developed and implemented a National Pollution Discharge Elimination System program strategy that brought the City of Miami into compliance with EPA and DEP regulation and thereby avoiding legal sanctions and costly monetary penalties.
- Successfully initiated two new programs to address water quality in the City's waterways and provide an estimated \$250,000 per year of recurring revenue; Scavenger Boat and Adopt-a-Waterway.

#### **Assistant Director, Department of Public Works, City of Miami, August 1999- October 2002**

As Assistant Director, Responsibilities also include the direct oversight of engineering and architectural project design, permitting, and construction, professional and contractual services procurement, public information and relations, land surveying and emergency response and recovery.

#### Accomplishments

- Participated in the public information and coordination program in support of the City's successful 2001 referendum of a \$255 Million Homeland Defense and Neighborhood Infrastructure Improvement Bond Program.
- Performed disaster damage assessment after the October 2000 "No name" storm and prepared Federal Emergency Management Agency reimbursement worksheet for over \$ 8,000,000 in project funds.
- Developed and implemented a roadway utilities permit management process that increased contractor responsiveness to restoration standards, decreased time of disruption from roadway construction, improved coordination, and increase permit revenue.
- Successfully coordinated the development and implementation of a citywide street newsrack regulation ordinance. This effort resulted in improving the overall aesthetics of this street element, improved internal records and accountability, while increasing the City's control and revenues.

#### **Florida Department of Transportation, District Six**

Management Systems Administrator, January 1993- July 1999

Mr. Dominguez was responsible for developing and implementing District Six Planning management information systems. The purpose of these management systems is to provide rational technical information and recommendations for making strategic planning and programming decisions. The management systems program functional areas and products included:

**Pavement Management** – A yearly "State of the Pavement" report used for work program development.

**Congestion Management** – A yearly LOS report that aids in identifying and quantifying congestion.

**Work Program Mapping** – Transportation Improvement Plan maps for analysis and presentation.

**Safety Management System** – A yearly report of accident locations sorted into various categories.

**Bridge Management System** – A yearly report of bridge conditions and inspection cycles.

**Traffic Monitoring System** – Report, archiving and forecasting system of Traffic characteristics.

These management systems include the development and establishment of planning processes for coordinating and presenting analyses' findings and recommendations to District and Metropolitan Planning Organization committees. Carrying out the above tasks requires extensive intergovernmental coordination and presentations during public hearings. Mr. Dominguez served as a Department liaison with Dade County, local municipalities, transit agencies, the general public and the Department's Central Office. In addition to supervising professional staff, he managed two of the District's general planning consultant contracts.

#### **District Transportation Statistics Administrator, June 1994-July 1999**

Mr. Dominguez's duties included management of the District Transportation Statistics Unit (TSU), including supervisory and personnel duties. The TSU is responsible for performing and updating the Federal Functional Classification and National Highway System Designation; determining Metropolitan Dade County planning boundaries and Monroe County Urban Boundaries; maintaining complete and accurate records of the District's portion of the State Highway System and performing and coordinating administrative duties for accomplishing the jurisdictional transfer of roadways.

PROJECT # 7

STORMWATER PUMP STATION # 2 --- IMPROVEMENTS

ITEM DESCRIPTION	BASIS	QUANTITY	UNIT PRICE	ESTIMATED COST	DESCRIPTION
General Conditions	lump sum	1	\$813,380.00	\$813,380.00	supervision, permit fees, insurance/bonds,scheduling, etc.
Mobilization & Demobilization	lump sum	1	48,240.00	48,240.00	equipment
Construction Fencing	lump sum	1	23,450.00	23,450.00	fencing around construction site to control dust etc.
NPDES Compliance	lump sum	1	26,800.00	26,800.00	state rules and regulations
Dewatering	lump sum	1	93,442.67	93,442.67	excavation / trenching for pipes and Wells.
Muck removal	CY	416	78.17	32,519.00	excavation / disposal of muck material
Maintenance of Traffic ( MOT )	lump sum	240	236.78	56,827.00	safety control
Pump station - Landscaping	lump sum	1	33,500.00	33,500.00	removal and replacement as necessary
Pump station - Concrete	lump sum	1	572,850.00	572,850.00	removal / replacement concrete work.
Pump station - Electrical	lump sum	1	819,977.00	819,977.00	removal and new electrical for the station and cabinets etc.
Pump station - Mechanical	lump sum	2	184,250.00	368,500.00	removal and new mechanical for the station.
Pump station - Generator ( CAT )	lump sum	1	150,000.00	150,000.00	generator purchase
New Gravity Wells	each	5	57,985.00	289,775.00	new gravity Wells
Abandoning Wells	each	3	20,100.00	60,300.00	old gravity Wells
Ductile iron pipe - 20 inches	linear feet	262	530.55	139,004.00	new force main pipe
DI - 30 inches	linear feet	220	1,149.87	252,971.00	new force main pipe
DI -- 36 inches	linear feet	220	1,149.87	252,971.00	new force main pipe
Ductile Iron -- fittings	lump sum	16	8,137.00	130,192.00	fittings for the force main pipes
HDPE - pipe - 42 inches	linear feet	396	482.37	191,019.00	force main structure
Manholes --- 48 inches	each	5	16,741.00	83,705.00	force main structure
Manholes --- 60 inches	each	1	28,790.00	28,790.00	force main structure
Restoration	lump sum	1	73,700.00	73,700.00	entire project site.
Contingency ( by contractor )	lump sum	1	137,579.00	137,579.00	unforseen conditions / to be approved by Mike Alvarez
Storm Pump Station # 2.				\$4,679,492.00	
Addendum # 2 -- Add Alternates				1,977,250.00	NOTES:
Contingency; ( 10% ).				\$665,674.00	See ADDENDUM # 2 - Price sheet
					Contingency of 10% by the Village
TOTAL Pump Station # 2				\$7,322,416.00	
					Mike Alvarez, CGC, PWLF
					Utility Compliance Officer

Mike Alvarez  
Rev. 7/3/2025  
9:32 AM



ADDENDUM # 2-Add Alternate Price Sheet

MTX ONE GROUP  
CONTRACTOR

ITEM #	DEMOLITION:	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.60	REMOVE AND DISPOSE EXIST. DIP DRAINAGE PIPES - replacement of the existing force main valve which currently serve for pressure relief. Replacing all portions of the existing force main , including all associated fittings and valves currently under the exiting concrete slab. This includes all force main piping within the pump station , as well as the associated support hangers.	850	LF	125.00	106,250.00
2.70	REMOVE AND DISPOSE EXISTING HYDRAULIC CYLINDER BUTTERFLY VALVE replacing the existing butterfly valves which are operated via a hand wheel and hydraulic cylinder and serve as a bypass to the wet well weir, with new gate valves. It is presumed the flanged wall thimble which these valves connect are to remain.	2	EA	\$ 90,000	\$ 180,000
2.10	REMOVE AND DISPOSE EXIST. REINF. CONCRETE SLAB; given the extent of these replacements which would occur under the existing pump station reinforced concrete top slab , the entire slab would also require replacement. Hatches shall also be replaced with new, watertight units.	1	LS	\$ 210,000	\$ 210,000
ITEM # 3	STORM DRAINAGE - FORCE MAIN DISCHARGE:				
3.10	FURNISH AND INSTALL 20-INCH DIP DRAINAGE PIPE Replacing all portions of the existing force main , including all associated fittings and valves currently under the concrete slab. This includes all force main piping within the pump station, as well as the associated support hangers.	500	LF	\$ 650.00	\$ 325,000
3.20	FURNISH AND INSTALL 30-INCH DIP DRAINAGE PIPE ( same response as 3.10 )	70	LF	\$ 1200.00	\$ 84,000

3.30	FURNISH AND INSTALL 36-INCH DIP DRAINAGE PIPE (same as 3.10 & 3.20)	475	LF	\$ 400.00	\$ 190,000
3.50	FURNISH AND INSTALL 36-INCH DIP BUTTERFLY VALVE ( same response as 2.60 )	2	EA	\$ 120,000	\$ 240,000
3.60	FURNISH AND INSTALL 36-INCH DIP CHECK VALVE ( same as response 3.10 )	2	EA	\$ 180,000	\$ 360,000
3.70	FURNISH AND INSTALL FORCE MAIN FITTINGS ( same response as 3.10 )	6	TN	\$ 10,000	\$ 60,000
ITEM # 4	STORM DRAINAGE - GRAVITY COLLECTION SYSTEM:				
4.18	FURNISH AND INSTALL 42" GATE VALVE FOR WET WELL BYPASS ( same response as 2.70 )	2	EA	\$ 65,000	\$ 130,000
4.19	FURNISH AND INSTALL 72" GATE VALVE ON PS INFLOW PIPE The addition of a 72 inch gate valve just upstream of the inflow to the pump station downstream of exiting Manhole -171 - to facilitate pump station maintenance. The valve should be capable of being operated from within the pump station , such that revisions to the fence / screening would be required for this.	1	EA	\$ 92,000	\$ 92,000

(Approx)

TOTAL: \$ 1,977,250.

6/24/25 → (opening bid)

2 of 2

265

7/03/2025



# BAL HARBOUR VILLAGE PARKS AND PUBLIC SPACES DEPARTMENT CAPITAL PROJECTS PROGRAM PHASING PLAN

GRAPHIC SCALE  
0 75 150 300  
(IN FEET)  
1" = 150'

1(b)

3(b)

3(c)

3(d)

4

5(a)

5(b)

5(c)

6(a)

6(b)

BAL BAY DRIVE SOUTH

BAL BAY DRIVE

BAL CROSS DRIVE

PARK DRIVE

COLLINS AVENUE (A-1-A)

2(b)

2(b)

AGREEMENT  
Between  
Bal Harbour Village  
And  
MTX Group One

THIS IS AGREEMENT dated \_\_\_\_\_by and between the Village of Bal Harbour, Florida, hereinafter referred to as ("Village", and MTX Group One, LLC., a Florida limited liability corporation, hereinafter referred to as ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WITNESSETH, that Contractor and Village, for the considerations hereinafter named,agree as follows:

ARTICLE 1

SCOPE OF WORK

Contractor hereby agrees to furnish all of the labor, materials, equipment services and incidentals necessary to perform all of the work described in the Contract Documents andrelated thereto for the Village Park and Community Center Project.

DEFINED TERMS

**Contract Administrator:** Julio Magrisso or such other person as may be appointed by theVillage from time to time.

**Contract Documents:** include this Contract/Agreement with General Conditions, RFP No. 2025-01 PARCELS 5B AND 5C NEIGHBORHOOD IMPROVEMENT for the Project with Addenda 1 -2, Construction Drawings with support documents, as listed on the attached List of Drawings (Attachment 2) , with List of Specifications (Attachment 1), Contractor's Schedule of Bid Items and Modifications issued after execution of the Contract. A **Modification** is (1) a written amendment to the Contract signed by both parties and/or (2) a Change Order and/or (3) Change Directive.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably

inferable from them as being necessary to produce the indicated results.

Any reference in the Contract Documents to any materials, operations, methods, finishes, assemblies, or other components of the Work, shall require each such material, operation, finish, assembly or component of the Work to be complete and installed in accordance with the Contract Documents, including labor, equipment, materials, fixtures and other incidentals. In the event of any conflict between or among the Contract Documents, any such conflict shall be resolved according to the following order of priorities:

First Priority: Change Orders, with later date taking precedence;

Second Priority: Specifications, including manufacturer's specifications, as appropriate;

Third Priority: Drawings with detailed specifications or notes on the Drawings taking precedence over the Drawings;

Fourth Priority: The text of the Contract, as it may be modified from time to time;

and Fifth Priority: Contractor's Bid Submitted for R F P N o . 2 0 2 5 - 0 1 with Contractor's Completed Schedule of Bid Items.

Should a conflict arise between the criteria referenced in any of the Contract Documents, the more stringent criteria for performance of the Work shall apply.

**Consultant:** Chen Moore and Associates or such other design professionals as may be appointed by the Village from time to time.

**Project Manual:** is defined in Section 1 of the General Conditions of this Contract.

## ARTICLE 2

### CONTRACT TIME

- 2.1 Contractor shall be instructed to commence the Work by written instructions in the form of a Standing Order issued by the Village and a Notice to Proceed issued by the Contract Administrator. Two (2) Notices to Proceed will be issued for this Contract. Contractor shall commence scheduling activities, permit applications and other preconstruction work within five (5) calendar days after the Project Initiation Date, which shall be the same as the date of the first Notice to Proceed. The first Notice to Proceed and Purchase Order will not be issued until Contractor's submission to Village of all required documents (including but limited to: Payment and Performance Bonds, and Insurance Certificate) and after execution of the Contract by both parties.

- 2.1.1. The receipt of all necessary permits by Contractor and acceptance of the

full progress schedule in accordance with technical specifications section, submittal schedule and schedule of values is a condition precedent to the issuance of a second Notice to proceed to mobilize on the Project site and commence with physical construction of the work. The Contractor shall submit all necessary documents required by this provision within twenty-one (21) calendar days of the issuance of the first Notice to Proceed.

- 2.1.2. Additionally, in providing the progress schedule, Contractor represents and warrants that it has used due diligence to consider reasonable consequences of any labor or material shortages or delivery lead time that may be caused by local and or national conditions, including but not limited to COVID-19 impacts, and time requirements for procurement, installation, and construction completion, and that all of those factors have been considered and included in the full progress schedule. Provided that the conditions listed above have been met, the Contractor will not seek any price increases or time extensions as a result of COVID-19.

For Phase 1, the Contract Time shall be 510 calendar days to substantial completion and 540 calendar days to final completion starting from the first Notice to Proceed.

- 2.2 Upon failure of Contractor to substantially complete the Contract within the Contract Time plus approved time extensions as documented by executed Change Order(s), Contractor shall pay to Village the sum of one thousand dollars (\$1,000.00) for each calendar day after the time specified in Section 2.2 above, plus any approved time extensions, for the Contractor to achieve Substantial Completion of the Project. After Substantial Completion should Contractor fail to complete the remaining work within the time specified in Section 2.2 above, plus approved time extensions thereof, as documented by executed Change Order(s), for completion and readiness for final payment, Contractor shall pay to Village the sum of one thousand dollars (\$1,000.00) for each calendar day after the time specified in Section 2.2 above, plus any approved extensions, as documented by executed Change Orders for completion and readiness for final payment. These amounts are not penalties but are liquidated damages to Village for its inability to obtain full beneficial occupancy and/or use of the Project. Liquidated damages are hereby fixed and agreed upon between the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by Village as a consequence of such delay, and both parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of Contractor to substantially complete the Contract within the Contract Time, plus approved time extensions thereof, as documented by



executed Change Order(s), and to achieve Final Completion of the Project within 30 days, plus approved time extensions thereof, as documented by executed Change Order(s), after achieving Substantial Completion of the Project.

The above-stated liquidated damages shall apply separately to each portion of the Project for which a time for completion is given.

- 2.3 Village is authorized to deduct liquidated damages from monies due to Contractor for the Work under this Contract or as much thereof as Village may, in its sole discretion, deem just and reasonable.
- 2.4 The Liquidated Damages amounts stated in Article 2.3 represent the parties' agreed remedy for late performance by Contractor in achieving Substantial Completion and/or Final Completion of the Project, as the case may be.

### ARTICLE 3

#### THE CONTRACT SUM

- 3.1 Village shall pay to Contractor for the performance of the Work for actual work completed in an amount not to exceed seven million three hundred twenty-two thousand four hundred seventeen dollars, (\$7,322,417), inclusive of the applied contingency, of ten percent (10%) of the total cost, or six hundred sixty-five thousand six hundred seventy-five dollars (\$665,675), rounded up to the nearest dollar.
- 3.2 The base bid in accordance with the Contractor's Proposal and Schedule of Bid Items (Pricing), attached hereto as Exhibit "A". It is understood that the method of compensation is that of Not to Exceed Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Not to Exceed Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT

[ X ] This is a Lump Sum Contract:\*

- 3.3 Village shall pay to Contractor for the performance of the Work described in the Contract Documents, the total price stated as awarded.
- 3.4 Payment shall be at the lump sum price stated in the Contract. This price shall be full compensation for all costs, including overhead and profit, associated with completion of all the work in full conformity with the requirements as stated or shown, or both, in the Contract Documents. The cost of any item of work not covered by a definite Contract lumpsum should be included in the lump sum

price to which the item is most applicable.

#### ARTICLE 4

##### PROGRESS PAYMENTS

- 4.1 Contractor may make Application for Payment for work completed during the Project at intervals of not more than once a month. Contractor's application shall show a complete breakdown of the Project components, the quantities completed and the amount due, together with such supporting evidence as may be required by Consultant. Contractor shall include, but same shall be limited to, at Consultant's discretion, with each Application for Payment, an updated progress schedule acceptable to Consultant as required by the Contract Documents and a release of liens and consent of surety relative to the work which is the subject of the Application. Each Application for Payment shall be submitted in triplicate to Consultant for approval. Village shall make payment to Contractor within twenty-five (25) days after receipt of Contractor's Application for Payment that has been approved by Consultant and upon Contractor's submission of an acceptable updated progress schedule. All Applications for Payment and approval, payment and/or dispute of said Applications for Payment shall be made in accordance with the provisions of Florida Statute §218.735 (2021).
- 4.1.1 Village shall not be responsible, nor the vendor submit invoices for work or services rendered prior to the issuance of an NTP.
- 4.2 In accordance with Florida Statute §218.735 (2021), five percent (5%) of all monies earned by Contractor shall be retained by Village until Final Completion and acceptance by Village in accordance with Article 5 hereof. Upon written request from Contractor, the Village, at its sole discretion, may reduce retainage for specified subcontractors, on a case by case basis.
- 4.3 Village may withhold, in whole or in part, payment to such extent as may be necessary to protect itself from loss on account of:
- 4.3.1 Defective work not remedied.
- 4.3.2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor or Village because of Contractor's performance.
- 4.3.3 Failure of Contractor to make payments properly to Subcontractors or for material or labor.

4.3.4 Damage to another contractor not remedied.

4.3.5 Liquidated damages.

4.3.6 Failure of Contractor to provide any and all documents required by the Contract Documents.

When the above grounds are removed or resolved satisfactory to the Contract Administrator, payment shall be made in whole or in part.

## ARTICLE 5

### ACCEPTANCE AND FINAL PAYMENT

5.1 Upon receipt of written notice from Contractor that the Work is ready for final inspection and acceptance, Consultant shall, within ten (10) calendar days, make an inspection thereof. If Consultant and Contract Administrator find the Work acceptable, the required documents have been submitted and the requirements of the Contract Documents fully satisfied, and all conditions of the permits and regulatory agencies have been met, a Final Certificate of Payment (Form 00926) shall be issued by Consultant, over its signature, stating that the requirements of the Contract Documents have been performed and the Work is ready for acceptance under the terms and conditions thereof.

Before issuance of the Final Certificate for Payment, Contractor shall deliver to Consultant a complete release of all liens arising out of this Contract, receipts in full in lieu thereof; an affidavit certifying that all suppliers and subcontractors have been paid in full and that all other indebtedness connected with the Work has been paid, and a consent of the surety to final payment; the final corrected as-built drawings; and the final bill of materials, if required, and invoice.

5.2 If, after the Work has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Consultant so certifies, Village shall, upon certificate of Consultant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

5.3 Final payment shall be made only after the Village Manager or his designee has reviewed a written evaluation of the performance of Contractor prepared by the Contract Administrator, and approved the final payment. The acceptance of

final payment shall constitute a waiver of all claims by Contractor, except those previously made in strict accordance with the provisions of the General Conditions and identified by Contractor as unsettled at the time of the application for final payment.

## ARTICLE 6

### MISCELLANEOUS

- 6.1 This Contract is part of, and incorporated in, the Contract Documents as defined herein. Accordingly, all of the documents incorporated by the Contract Documents shall govern this Project.
- 6.2 Where there is a conflict between any provision set forth within the Contract Documents and a more stringent state or federal provision which is applicable to this Project, the more stringent state or federal provision shall prevail.
- 6.3 Public Entity Crimes  
In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Village, may not submit a bid on a contract with the Village for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Village, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Village, and may not transact any business with the Village in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Village purchase and may result in Contractor debarment.
- 6.4 Independent Contractor  
Contractor is an independent contractor under this Contract. Services provided by Contractor pursuant to this Contract shall be subject to the supervision of Contractor. In providing such services, neither Contractor nor its agents shall act as officers, employees, or agents of the Village. This Contract shall not constitute or make the parties a partnership or joint venture.
- 6.5 Third Party Beneficiaries  
Neither Contractor nor Village intends to directly or substantially benefit a third party by this Contract. Therefore, the parties agree that there are no third party



beneficiaries to this Contract and that no third party shall be entitled to assert a claim against either of them based upon this Contract. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Contract.

#### 6.6 Notices

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified.

The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

Village Manager  
Village of Bal  
Harbour 655 96<sup>th</sup>  
Street  
Bal Harbour, Florida

33154 With copies to:

Village Attorney  
Weiss Serota Helfman Cole &  
Bierman P.L. 200 E. Broward  
Boulevard,  
Suite 1900  
Ft Lauderdale, Florida 33301

For Contractor:

Mr. Robert Palma  
President  
MTX One Group, LLC  
2570 S Park Rd  
Hallandale, FL 33009

#### 6.7 Assignment and Performance

Neither this Contract nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, Contractor shall not subcontract any portion of the work required by this Contract except as authorized by Section 27 of the General Conditions. Contractor represents that all persons delivering the

services required by this Contract have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Work and to provide and perform such services to Village's satisfaction for the agreed compensation.

Contractor shall perform its duties, obligations, and services under this Contract in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of Village shall be comparable to the best local and national standards.

6.8 Materiality and Waiver of Breach

Village and Contractor agree that each material requirement, duty, and obligation related to performance or payment, as the case may be, set forth in these Contract Documents is important to the formation of this Contract and, therefore, is a material term hereof.

Village's failure to enforce any provision of this Contract shall not be deemed a waiver of such provision or modification of this Contract. A waiver of any breach of a provision of this Contract shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Contract.

6.9 Severance

In the event a portion of this Contract is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

6.10 Applicable Law and Venue

This Contract shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein exclusive venue for the enforcement of same shall lie in Miami-Dade County, Florida. BY ENTERING INTO THIS CONTRACT, CONTRACTOR AND VILLAGE HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THE PROJECT. Contractor shall specifically bind all subcontractors to the provisions of this Contract.

6.11 Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Contract and executed by the Village and Contractor.

6.12 Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 6 above.

6.13 Anti-Discrimination

Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country that falls within the definition of "Open Trade jurisdiction" as defined in section 2-401 of the Village Code of Ordinances.

6.14 Scrutinized Companies List

Contractor certifies that:

- A. Contractor 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.
- D.** 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.

**6.15** 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.

**6.16** 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 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 work papers 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 Ext. 318 [clerk@balharbourfl.gov](mailto:clerk@balharbourfl.gov) OR BY MAIL: Village of Bal Harbour**

**- Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.**

- 6.17 The Contractor and Owner waive claims against each other for all consequential damages arising out of or relating to this Project, provided, however, there are certain "Specified Damages" that Owner may incur that are not to be included

in the waiver of consequential damages: damages for loss of or damage to tangible property which cause the loss of: furniture; furnishings; wall coverings; carpeting; equipment; fixtures; supplies and inventory; loss of user fees, memberships, profits, income, or revenue; interruption of business; loss of use; moving expenses; reasonable travel expenses; rent; damage to personal property of others; damage to property owned by Bal Harbour Village; consulting, architect, engineer, attorneys and other fees; loan fees; travel, security and other costs; financing costs; and remediation, repair and restoration. All other damages not expressly set forth above as "Specified Damages" shall be considered "Unspecified Damages" and subject to waiver as consequential damages. Nothing in this provision waives, releases or compromises the Owner's right to liquidated damages as set forth in the Agreement.

#### 6.18 Federal Provisions

Bal Harbour Village ("Recipient") and XXXX, ("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.

##### A. 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.

**B. 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.

**C. 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.

**D. 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)."

#### E. 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.

#### F. 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.

00708. FORM CERTIFICATE OF INSURANCE:

A certificate of insurance form will be attached here.

## **Exhibit A Scope of Services**

### **2.1. Scope of Work**

The work covered by the Specifications and Contract Documents, consists of excavation, installation of storm drainage infrastructure, pump station rehabilitation and upgrades (electrical, instrumentation, generator, etc.), drainage injection wells, new curb and gutter, and asphalt milling and paving.

- Excavation, installation of storm drainage pipe and force main, drainage structures, pump station rehabilitation and upgrades (electrical, instrumentation, generator, etc.), drainage wells, curb and gutter, milling, paving, and resurfacing shall be performed in a professional manner utilizing the proper machinery for the job. Any saw-cutting will require a water source provided by the CONTRACTOR to eliminate dust.
- Damage to adjacent landscaping shall be minimized or replaced at the CONTRACTOR's expense.
- Work shall generally be performed from 8:30 am- 4:00 pm, Monday - Friday.
- Village Observed Holidays are considered non workdays for this agreement
- The CONTRACTOR shall have the capability to respond or notify the Village, law enforcement, and fire protection services to any emergency within twenty-four (24) hours which may arise such as detours or sinkholes and repairs which occur due to utility service line breaks.
- All debris to be disposed of in a legal manner. Proof of disposed material shall be required at time of invoicing.

### **2.2. Project-Specific Requirements**

General:

1. All procurement and installation of materials shall abide by the Build America Buy America (BABA) Act.
2. The contract will be Lump Sum, but CONTRACTOR shall submit a Schedule of Values as part of their bid detailing out the work required. At a minimum, it shall show separately all typical Unit Price items, such as pipe, structures, curb, excavation, pavement, etc. Furthermore, the breakdown shall clearly delineate each of the two project phases (refer to the Project Phasing subsection). This Schedule of Values shall be utilized for payment applications. CONTRACTOR shall also be required to provide a Bid Alternate for utilizing flowable fill in lieu of typical backfill and compaction (show Add and Deduct).
3. The posted speed limit shall be observed while traveling within the Village.
4. The CONTRACTOR's vehicles and equipment shall be in good condition, free from leaking fluids, and properly registered. The Village may require the repair or replacement of equipment as necessary. All vehicles and



equipment used by the CONTRACTOR to perform the work under this contract shall be painted uniformly with the name of the CONTRACTOR, business telephone number, and the number of the vehicle in letter legible to the public. No other advertising shall be permitted on the vehicles. Additionally, the Village reserves the right to place a magnetic sign on each vehicle during the period which the vehicle is in service for the Village. These magnetic signs will be provided by the Village at the Village's expense, two (2) maximum signs per vehicle.

5. Sales Tax and Excise Tax: The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by the CONTRACTOR under the laws and regulations of the State of Florida, Miami-Dade County and Bal Harbour Village. The Village's State Tax exempt status shall not be for the use of the CONTRACTOR at any time.
6. No fuels, oils, solvents, or similar materials are to be disposed of in any canal waterway or any storm drainage infrastructure. The CONTRACTOR must closely adhere to local, state, and Federal Environmental Protection Agency requirements and is responsible for all non-compliance penalties.

#### Excavation:

1. Conduct site preparations which includes clearing, grubbing, and removal of unsuitable materials.
2. Excavate to required depth for drainage infrastructures and utilities per project specifications.
3. CONTRACTOR shall be responsible for providing appropriate safety precautions during excavation and trenching operations as required by the "Trench Safety Act" and OSHA regulations.
4. Backfill and compact excavated areas using suitable materials to prevent settlement.

#### Installation of Storm Drainage Pipe and Force Main:

1. Install high-density polyethylene (HDPE) and reinforced concrete pipes (RCP) for storm drainage per FDOT and Miami-Dade County standards. Install force main pipelines and include all valves, fittings, and components.
2. Bedding and backfill shall be compacted to 98% of the maximum density under paved areas and 95% in non-paved areas as determined by AASHTO T-180.
3. Perform necessary testing procedures to verify proper installation and functionality and ensure that all pipe joints and connections sealed and wrapped with an approved filter fabric.

#### Drainage Structures:

1. Drainage structures include manholes, catch basins, and inlet structures, which shall be precast concrete per ASTM C-478 specifications.
2. Lift holes through precast structures are not permitted.
3. Structure must be plumb to line and grade to ensure proper alignment with

drainage network.

4. Perform necessary testing procedures to verify proper installation and functionality.
5. CONTRACTOR shall clean all structures before final acceptance to remove debris and sediment.

Pump Station Rehabilitation:

1. Install and replace pump station electricals and mechanical components as per specifications, including a new generator.
2. Site restoration which includes asphalt paving and concrete work.
3. Install site lighting improvements.
4. Conduct system testing of electrical and mechanical components to ensure functionality.

Curb and Gutter:

1. Installation and replacement of "Miami Curb", Type D curb, Type F curb, and 24-inch valley gutters.
2. CONTRACTOR must use water-assisted saw cutting method to minimize dust.
3. Curb and gutter installations must meet FDOT and Miami-Dade County standards.
4. Damages to landscaping must be restored to pre-existing conditions.

Milling, Paving, and Resurfacing:

1. Existing asphalt surface shall be milled average 3" depth. Resurfacing shall be 3" of asphalt in two separate 1-1/2" lifts. 2" of asphalt shall be used for trench resurfacing.
2. CONTRACTOR must implement heavy surface proof-rolling prior to installation of stabilized sub-grade fill.
3. Testing all sub-grade, limerock, and asphalt shall be taken at the direction of the engineer and owner.
4. Surface course shall be equal to FDOT SP-9.5 Asphaltic concrete or approved substitute.
5. Pavements must be uniformly sloped to prevent water pooling.
6. Thermoplastic striping and RPM shall be installed per MUTCD standards.

Restoration:

1. Areas disturbed due to utility and drainage work must be restored in equal or better condition than original.
2. All pavement materials must meet FDOT standards
3. CONTRACTOR must ensure a smooth transition between restored and existing pavement.

Dewatering:

1. CONTRACTOR shall be responsible for designing, permitting, and maintaining their own dewatering and filtering system. However, dewatering discharge is strictly limited to shallow drainage injection wells. No offsite

discharge nor discharge to existing stormwater infrastructure shall be permitted.

Project Phasing:

1. The work shall be scheduled and priced in two phases:
  - a. All work in the park around the stormwater pump station shall be performed first. This includes the stormwater pump station rehabilitation, force main, drainage wells, etc.
  - b. The second phases shall include all other work such as stormwater manholes, catch basins, pipe, curb and gutter, milling/paving, etc.

Staging and Storage:

1. Staging/storage area shall be restricted to the park where the stormwater pump station is located. Screened fencing shall be required around the fencing area so that equipment and materials are not visible from the outside.

### **2.5.1 LOCATION OF WORK**

All work shall be within the southern part of the gated HOA community. Refer to the drawings for the exact location.

1. Project Manual:

- 1.1. The Project Manual includes general or special Contract conditions or specifications attached hereto.
- 1.2. The Project Manual, along with all documents that make up and constitute the Contract Documents, shall be followed in strict accordance as to work, performance, material, and dimensions except when Consultant may authorize, in writing, an exception.
- 1.3. Dimensions given in figures are to hold preference over scaled measurements from the drawings; however, all discrepancies shall be resolved by Consultant. Contractor shall not proceed when in doubt as to any dimension or measurement, but shall seek clarification from Consultant.
- 1.4. Contractor shall be furnished three (3) copies, free of charge, of the Project Manual; two of which shall be preserved and always kept accessible to Consultant and Consultant's authorized representatives. Additional copies of the Project Manual may be obtained from Village at the cost of reproduction.

2. Intention of Village:

It is the intent of Village to describe in the Contract Documents a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents and in accordance with all codes and regulations governing construction of the Project. Any work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied by Contractor whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals, or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids and Contractor shall comply therewith. Village shall have no duties other than those duties and obligations expressly set forth within the Contract Documents.

2.1.1 After award but prior to the submission of the final progress schedule, CONSULTANT, Contract Administrator and CONTRACTOR shall meet with all utility owners and secure from them a schedule of utility relocation, provided, however, neither CONSULTANT nor VILLAGE shall be responsible for the nonperformance by the utility owners.

2.1.2 A preliminary schedule of Shop Drawing submissions; and

2.1.3 In a lump sum contract or in a contract which includes lump sum bid items of Work, a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of work which will be confirmed in writing by Contractor at the time of submission.

[ ] Such prices shall be broken down to show labor, equipment, materials and overhead and profit After award but prior to the submission of the progress schedule, Consultant, Contract Administrator and Contractor shall meet with all utility owners and secure from them a schedule of utility relocation, provided,



however, neither Consultant nor Village shall be responsible for the nonperformance by the utility owners. Delays by utility owners shall be considered an excusable delay.

- 2.2. At a time specified by Consultant but before Contractor starts the work at the Project site, a conference attended by Contractor, Consultant and others as deemed appropriate by Contract Administrator, will be held to discuss the schedules referred to in Section 3.1, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.
- 2.3. Within fifteen (15) calendar days from the Project Initiation Date set forth in the Notice to Proceed, a conference attended by Contractor, Consultant and others, as appropriate, will be held to finalize the schedules submitted in accordance with Section 3.1. Within thirty (30) days after the Project Initiation Date set forth in the Notice to Proceed, the Contractor shall revise the original schedule submittal to address all review comments from the CPM review conference and resubmit for Consultant review. The finalized progress schedule will be accepted by Consultant only as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance shall not constitute acceptance by Village or Consultant of the means or methods of construction or of the sequencing or scheduling of the Work, and such acceptance will neither impose on Consultant or Village responsibility for the progress or scheduling of the Work nor relieve Contractor from full responsibility therefore. The finalized schedule of Shop Drawing submissions must be acceptable to Consultant as providing a workable arrangement for processing the submissions. The finalized schedule of values pursuant to Section 3.1.3 above must be acceptable to Consultant as to form and substance.

3. Indemnification:

- 3.1. Contractor shall indemnify and hold harmless Village, its officers, agents, directors, and employees, from liabilities, damages, losses, claims, actions, or proceedings, and their costs, including, but not limited to reasonable attorney's fees, that are alleged in any way to be caused by the actions, inactions, negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. Except as specifically provided herein, this Contract does not require Contractor to indemnify Village, its employees, officers, directors, or agents from any liability,

damage, loss, claim, action, or proceeding that is alleged to be caused solely by the action, inaction, negligence, recklessness or intentional wrongful misconduct of Village and persons employed by Village. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against Village by reason of any such claim or demand, Contractor shall, upon written notice from Village, resist and defend such action or proceeding by counsel satisfactory to Village.

- 3.2. The indemnification provided above shall obligate Contractor to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at Village's option, any and all claims of liability and all suits and actions of every name and description covered by Section 6.1 above which may be brought against Village, whether performed by Contractor, or persons employed or utilized by Contractor.

4. Insurance Requirements:

- 4.1. Without limiting any of the other obligations or liabilities of Contractor, Contractor shall provide, pay for, and maintain in force until all of its work to be performed under this Contract has been completed and accepted by Village (or for such duration as is otherwise specified hereinafter), the insurance coverages set forth herein.
  - 4.1.1 Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:
  - 4.1.2 Employers' Liability with a limit of One Million Dollars (\$1,000,000.00) each accident.
  - 4.1.3 If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
  - 4.1.4 Commercial General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:
  - 4.1.5 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage

must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- 4.1.6 Owned Vehicles.
  - 4.1.7 Hired and Non-Owned Vehicles.
  - 4.1.8 Employers' Non-Ownership. (Not Applicable to this bid)
  - 4.1.9 Builder's Risk insurance for the construction of and/or addition to aboveground buildings or structures is not required. The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering Village as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) each claim.
  - 4.1.10 Waiver of Occupancy Clause or Warranty--Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s) or structure(s) by Village.
  - 4.1.11 Installation Floater for the installation of machinery and/or equipment into an existing structure is required. The coverage shall be "All Risk" coverage including installation and transit for 100 percent of the "installed replacement cost value," covering Village as a named insured, with a deductible of not more than Five Thousand Dollars (\$5,000.00) each claim.
  - 4.1.12 Cessation of Insurance--Coverage is not to cease and is to remain in force (subject to cancellation notice) until final acceptance by Village.
  - 4.1.13 Flood Insurance--When the machinery or equipment is located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structure, or, the maximum amount of flood insurance coverage available under the National Flood Program.
- 4.2. If the initial insurance expires prior to the completion of the work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration.

Notice of Cancellation and/or Restriction--The policy(ies) must be

endorsed to provide Village with at least thirty (30) day notice of cancellation and/or restriction.

4.3. Contractor shall furnish to the Village's Risk Manager Certificates of Insurance or endorsements evidencing the insurance coverage specified above within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. The Certificate of Insurance shall be in form similar to and contain the information set forth herein.

4.4. The official title of the Owner is the Bal Harbour Village, Florida. This official title shall be used in all insurance documentation.

5. Labor and Materials:

5.1. Unless otherwise provided herein, Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

5.2. Contractor shall at all times enforce strict discipline and good order among its employees and subcontractors at the Project site and shall not employ on the Project any unfit person or anyone not skilled in the work to which they are assigned.

6. Royalties and Patents:

All fees, royalties, and claims for any invention, or pretended inventions, or patent of any article, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of the Work or appurtenances, are hereby included in the prices stipulated in this Contract for said work.

7. Weather:

Extensions to the Contract Time for delays caused by the effects of inclement weather shall be submitted as a request for a change in the Contract Time pursuant to Section 40. These time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent Contractor from productively performing controlling items of work identified on the accepted schedule or updates resulting in:

(1) Contractor being unable to work at least fifty percent (50%) of the normal



- workday on controlling items of work identified on the accepted schedule or updates due to adverse weather conditions; or
- (2) Contractor must make major repairs to the Work damaged by weather. Providing the damage was not attributable to a failure to perform or neglect by Contractor, and providing that Contractor was unable to work at least fifty percent (50%) of the normal workday on controlling items of work identified on the accepted schedule or updates.

8. Permits & Licenses and Impact Fees:

- 8.1. Except as otherwise provided within the Contract Documents, all permits and licenses required by federal, state or local laws, rules and regulations necessary for the prosecution of the Work undertaken by Contractor pursuant to this Contract shall be secured and paid for by Contractor. It is Contractor's responsibility to have and maintain appropriate Certificate(s) of Competency, valid for the Work to be performed and valid for the jurisdiction in which the Work is to be performed for all persons working on the Project for whom a Certificate of Competency is required.
- 8.2. Impact fees levied by the Village and/or Miami-Dade County shall be paid by Contractor and reimbursed by the Village. Contractor shall be reimbursed only for the actual amount of the impact fee levied by the municipality as evidenced by an invoice or other acceptable documentation issued by the municipality. Reimbursement to Contractor in no event shall include profit or overhead of Contractor.

9. Resolution of Disputes:

- 9.1. To prevent all disputes and litigation, it is agreed by the parties hereto that Consultant shall decide all questions, claims, difficulties and disputes of whatever nature which may arise relative to the technical interpretation of the Contract Documents and fulfillment of this Contract as to the character, quality, amount and value of any work done and materials furnished, or proposed to be done or furnished under or, by reason of, the Contract Documents and Consultant's estimates and decisions upon all claims, questions, difficulties and disputes shall be final and binding to the extent provided in Section 12.2. Any claim, question, difficulty or dispute which cannot be resolved by mutual agreement of Village and Contractor shall be submitted to Consultant in writing within twenty-one (21) calendar days. Unless a different period of time is set forth herein, Consultant shall notify Village and Contractor in writing of Consultant's decision within twenty-one (21) calendar days from the date of the submission of the claim, question, difficulty or dispute, unless Consultant

requires additional time to gather information or allow the parties to provide additional information. Additionally, all non-technical administrative disputes shall be determined by the Contract Administrator pursuant to the time periods provided herein. During the pendency of any dispute and after a determination thereof, Contractor, Consultant and Village shall act in good faith to mitigate any potential damages including utilization of construction schedule changes and alternate means of construction.

9.2. In the event the determination of a dispute under this Section is unacceptable to either party hereto, the party objecting to the determination must notify the other party in writing within ten (10) days of receipt of the written determination. The notice must state the basis of the objection and must be accompanied by a statement that any Contract Price adjustment claimed is the entire adjustment to which the objecting party has reason to believe it is entitled to as a result of the determination. Within thirty (30) days after receipt of the above-referenced notice that the determination of a dispute is unacceptable, the parties shall participate in mediation to address all objections to any determinations hereunder and to attempt to prevent litigation. The mediator shall be a Florida Board-Certified Construction Lawyer who is mutually agreed upon by the parties. Should any objection not be resolved in mediation, the parties retain all their legal rights and remedies provided under State law. A party objecting to a determination specifically waives all of its rights provided hereunder, including its rights and remedies under State law, if said party fails to comply in strict accordance with the requirements of this Section.

9.3. In the event of litigation, the prevailing party shall be entitled to have its reasonable attorney's fees, expert's fees, paralegal's fees and costs paid by the non-prevailing party, as such fees and costs may be incurred at all levels of hearing, trial and appeal.

10. Inspection of Work:

10.1. Consultant and Village shall at all times have access to the Work, and Contractor shall provide proper facilities for such access and for inspecting, measuring and testing.

10.1.1 Should the Contract Documents, Consultant's instructions, any laws, ordinances, or any public authority require any of the Work to be specially tested or approved, Contractor shall give Consultant timely notice of readiness of the Work for testing. If the testing or approval is to be made by an authority other than Village, timely notice shall be

given of the date fixed for such testing. Testing shall be made promptly, and, where practicable, at the source of supply. If any of the Work should be covered up without approval or consent of Consultant, it must, if required by Consultant, be uncovered for examination and properly restored at Contractor's expense.

10.1.2 Reexamination of any of the Work may be ordered by Consultant with prior written approval by the Contract Administrator, and if so ordered, the Work must be uncovered by Contractor. If such Work is found to be in accordance with the Contract Documents, Village shall pay the cost of reexamination and replacement by means of a Change Order. If such Work is not in accordance with the Contract Documents, Contractor shall pay such cost.

10.2. Inspectors shall have no authority to permit deviations from, or to relax any of the provisions of, the Contract Documents or to delay the Contract by failure to inspect the materials and work with reasonable promptness without the written permission or instruction of Consultant.

10.3. The payment of any compensation, whatever may be its character or form, or the giving of any gratuity or the granting of any favor by Contractor to any inspector, directly or indirectly, is strictly prohibited, and any such act on the part of Contractor will constitute a breach of this Contract.

11. Superintendence and Supervision:

11.1. The orders of Village are to be given through Consultant, which instructions are to be strictly and promptly followed in every case. Contractor shall keep on the Project during its progress, a full-time competent English speaking superintendent and any necessary assistants, all satisfactory to Consultant. The superintendent shall not be changed except with the written consent of Consultant, unless the superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ. The superintendent shall represent Contractor and all directions given to the superintendent shall be as binding as if given to Contractor and will be confirmed in writing by Consultant upon the written request of Contractor. Contractor shall give efficient supervision to the Work, using its best skill and attention.

11.2. Daily, Contractor's superintendent shall record, at a minimum, the following information in a bound log: the day; date; weather conditions and how any weather condition affected progress of the Work; time of commencement of work for the day; the work being performed; materials, labor, personnel, equipment and subcontractors at the Project site; visitors to the Project site, including representatives of Consultant; regulatory representatives; any

special or unusual conditions or occurrences encountered; and the time of termination of work for the day. All information shall be recorded in the daily log in ink. The daily log shall be kept on the Project site and shall be available at all times for inspection and copying by Village and Consultant.

- 11.3. The Contract Administrator, Contractor and Consultant shall meet at least weekly or as determined by the Contract Administrator, during the course of the Work to review and agree upon the work performed to date and to establish the controlling items of work for the next two weeks. The Consultant shall publish, keep, and distribute minutes and any comments thereto of each such meeting.
  - 11.4. If Contractor, in the course of prosecuting the Work, finds any discrepancy between the Contract Documents and the physical conditions of the locality, or any errors, omissions, or discrepancies in the Project Manual, it shall be Contractor's duty to immediately inform Consultant, in writing, and Consultant will promptly review the same. Any work done after such discovery, until authorized, will be done at Contractor's sole risk.
  - 11.5. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.
12. Village's Right to Terminate Contract:
- 12.1. If Contractor fails to begin the Work within fifteen (15) calendar days after the Project Initiation Date, or fails to perform the Work with sufficient workers and equipment or with sufficient materials to insure the prompt completion of the Work, or shall perform the Work unsuitably, or cause it to be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work pursuant to the accepted schedule or if Contractor shall fail to perform any material term set forth in the Contract Documents or if Contractor shall become insolvent or be declared bankrupt, or commit any act of bankruptcy or insolvency, or shall make an assignment for the benefit of creditors, or from any other cause whatsoever shall not carry on the Work in an acceptable manner, Contract Administrator may give notice in writing to Contractor and its Surety of such delay, neglect or default, specifying the same. If Contractor, within a period of five (5) calendar days after such notice, shall not proceed in accordance therewith, then Village may upon written certificate from Consultant of the fact of such delay, neglect or default and Contractor's



failure to comply with such notice, terminate the services of Contractor , exclude Contractor from the Project site and take the prosecution of the Work out of the hands of Contractor, and appropriate or use any or all materials and equipment on the Project site as may be suitable and acceptable. In such case, Contractor shall not be entitled to receive any further payment until the Project is completed. In addition, Village may enter into an agreement for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in Village's sole opinion shall be required for the completion of the Project according to the terms and provisions of the Contract Documents, or use such other methods as in Village's sole opinion shall be required for the completion of the Project in an acceptable manner. All damages, costs and charges incurred by Village, together with the costs of completing the Project, shall be deducted from any monies due or which may become due to Contractor, including, without limitation, the agreed liquidated damages amount for each day of critical path delay, as shown on the last updated CPM Schedule, that was incurred by the Contractor up through the date of such termination. In case the damages and expenses so incurred by Village shall exceed the unpaid balance, then Contractor shall be liable and shall pay to Village the amount of said excess.

- 12.2. If after notice of termination of Contractor's right to proceed, it is determined for any reason that Contractor was not in default, the rights and obligations of Village and Contractor shall be the same as if the notice of termination had been issued pursuant to the Termination for Convenience clause as set forth in Section 15.3 below.
- 12.3. This Contract may be terminated for convenience in writing by Village upon ten (10) days written notice to Contractor (delivered by certified mail, return receipt requested) of intent to terminate and the date on which such termination becomes effective. In such case, Contractor shall be paid for all work executed and expenses incurred prior to termination in addition to termination settlement costs reasonably incurred by Contractor relating to documented commitments which had become firm prior to the termination and reasonable and necessary demobilization costs. Payment shall include reasonable profit for work/services satisfactorily performed. No payment shall be made for profit for work/services which have not been performed.
- 12.4. Upon receipt of Notice of Termination pursuant to Sections 15.1 or 15.3 above, Contractor shall promptly discontinue all affected work unless the

Notice of Termination directs otherwise and deliver or otherwise make available to Village all data, drawings, specifications, reports, estimates, summaries and such other information as may have been required by the Contract Documents whether completed or in process.

13. Contractor's Right to Interest On Late Payment And Right To Stop Work or TerminateContract:

Should Consultant fail to review and approve or state in writing reasons for non-approval of any Application for Payment within twenty (20) days after it is presented, or if Village fails either to pay Contractor within twenty-five (25) days (ref. FS§218.735) after presentation by Consultant of any sum properly certified by Consultant, or to notify Contractor and Consultant in writing of any objection to the Application for Payment, then Contractor may, give written notice to Village and Consultant specifying the same. If Village or Consultant (where applicable), within a period of ten (10) calendar days after such notice shall not remedy an amount due and owing upon which the notice is based, then interest shall accrue on such payment that is due and owing to the Contractor at a rate of 4% per annum. Contractor may only stop work or terminate this Contract and recover from Village payment for all work executed and reasonable expenses sustained therein plus reasonable termination expenses properly documented by the Contractor in the event that work is suspended by the Village for a period of 75 consecutive calendar days, but only when that suspension is (i) not due to an event of force majeure and (ii) continues for that consecutive 75-day period without the Village and Contractor agreeing to an extension of the Contract Time.

14. Assignment:

Neither party hereto shall assign the Contract or any subcontract in whole or in part without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Village.

15. Rights of Various Interests:

Whenever work being done by Village's forces or by other contractors is contiguous to or within the limits of work covered by this Contract, the respective rights of the various interests involved shall be established by the Contract Administrator to secure the completion of the various portions of the work in general harmony.

16. Differing Site Conditions:

In the event that during the course of the Work Contractor encounters subsurface or concealed conditions at the Project site which differ materially from those shown on the Contract Documents and from those ordinarily encountered and generally recognized as inherent in work of the character called for in the Contract Documents; or unknown physical conditions of the Project site, of an unusual nature, which differ materially from that ordinarily

encountered and generally recognized as inherent in work of the character called for in the Contract Documents, Contractor, without disturbing the conditions and before performing any work affected by such conditions, shall, within three (3) days or seventy-two (72) hours of their discovery, notify Village and Consultant in writing of the existence of the aforesaid conditions. Consultant and Village shall, within two (2) business days after receipt of Contractor's written notice, investigate the site conditions identified by Contractor. If, in the sole opinion of Consultant, the conditions do materially so differ and cause an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work, whether or not charged as a result of the conditions, Consultant shall recommend an equitable adjustment to the Contract Price, or the Contract Time, or both. If Village and Contractor cannot agree on an adjustment in the Contract Price or Contract Time, the adjustment shall be referred to Consultant for determination in accordance with the provisions of Section 12. Should Consultant determine that the conditions of the Project site are not so materially different to justify a change in the terms of the Contract, Consultant shall so notify Village and Contractor in writing, stating the reasons, and such determination shall be final and binding upon the parties hereto subject to dispute resolution in Section 12. No request by Contractor for an equitable adjustment to the Contract under this provision shall be allowed unless Contractor has given written notice in strict accordance with the provisions of this Section. No request for an equitable adjustment or change to the Contract Price or Contract Time for differing site conditions shall be allowed if made after the date certified by Consultant as the date of substantial completion.

17. Plans and Working Drawings:

Village, through its Consultant, shall have the right to modify the details of the plans and specifications, to supplement the plans and specifications with additional plans, drawings or additional information as the Work proceeds, all of which shall be considered as part of the Project Manual.

18. Contractor to Check Plans, Specifications and Data:

Contractor shall verify all dimensions, quantities and details shown on the plans, specifications or other data received from Consultant, and shall notify Consultant of all errors, omissions and discrepancies found therein within three (3) calendar days of discovery. Contractor will not be allowed to take advantage of any error, omission or discrepancy, as full instructions will be furnished by Consultant. Contractor shall not be liable for damages resulting from errors, omissions or discrepancies in the Contract Documents unless Contractor recognized such error, omission or discrepancy and knowingly failed to report it to Consultant or Contractor, acting as a reasonable, prudent Florida-licensed



general contractor in the South Florida area, should have recognized and reported such error, omission or discrepancy in the Contract Documents to the Consultant.

19. Contractor's Responsibility for Damages and Accidents:

19.1. Contractor shall accept full responsibility for the Work against all loss or damage of whatsoever nature sustained until final acceptance or occupancy by Village (whichever is earlier), and shall promptly repair any damage done from any cause whatsoever, except as provided in Section 29.

19.2. Contractor shall be responsible for all materials, equipment and supplies pertaining to the Project. In the event any such materials, equipment and supplies are lost, stolen, damaged or destroyed prior to final acceptance by Village, Contractor shall replace same without cost to Village, except as provided in Section 29.

20. Warranty:

Contractor warrants to Village that all materials and equipment furnished under this Contract will be new unless otherwise specified and that all of the Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Consultant, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by the provisions of Section 25 herein.

21. Supplementary Drawings:

21.1. When, in the opinion of Consultant, it becomes necessary to explain the Work to be done more fully, or to illustrate the Work further, or to show any changes which may be required, supplementary drawings, with specifications pertaining thereto, will be prepared by Consultant.

21.2. The supplementary drawings shall be binding upon Contractor with the same force as the Project Manual. Where such supplementary drawings require either less or more than the original quantities of work, appropriate adjustments shall be made by Change Order.

22. Defective Work:

22.1. Consultant shall have the authority to reject or disapprove work which Consultant finds to be defective. If required by Consultant, Contractor

shall promptly either correct all defective work or remove such defective work and replace it with non-defective work. Contractor shall bear all direct and indirect costs of such removal or corrections including cost of testing laboratories and personnel.

- 22.2. Should Contractor fail or refuse to remove or correct any defective work or to make any necessary repairs in accordance with the requirements of the Contract Documents within the time indicated in writing by Consultant, Village shall have the authority to cause the defective work to be removed or corrected, or make such repairs as may be necessary at Contractor's expense. Any expense incurred by Village in making such removals, corrections or repairs, shall be paid for out of any monies due or which may become due to Contractor, or may be charged against the Performance Bond or charged to the Contractor, directly. In the event of failure of Contractor to make all necessary repairs promptly and fully, Village may declare Contractor in default.

If, within one (1) year after the date of substantial completion or such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, or by any specific provision of the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor, after receipt of written notice from Village, shall promptly correct such defective or nonconforming Work within the time specified by Village without cost to Village, to do so. Nothing contained herein shall be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Contract Documents including but not limited to, Section 23 hereof and any claim regarding latent defects.

- 22.3. Failure to reject any defective work or material shall not in any way prevent later rejection when such defect is discovered, or obligate Village to final acceptance.

23. Taxes:

Contractor shall pay all applicable sales, consumer, use and other taxes required by law. Contractor is responsible for reviewing the pertinent state statutes involving state taxes and complying with all requirements.

24. Subcontracts:

- 24.1. Contractor shall not employ any subcontractor against whom Village or Consultant may have a reasonable objection. Contractor shall not be required to employ any subcontractor against whom Contractor has a

reasonable objection.

- 24.2. Contractor shall be fully responsible for all acts and omissions of its subcontractors and of persons directly or indirectly employed by its subcontractors and of persons for whose acts any of them may be liable to the same extent that Contractor is responsible for the acts and omissions of persons directly employed by it. Nothing in the Contract Documents shall create any contractual relationship between any subcontractor and Village or any obligation on the part of Village to pay or to see the payment of any monies due any subcontractor. Village or Consultant may furnish to any subcontractor evidence of amounts paid to Contractor on account of specific work performed. Contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Village.

25. Separate Contracts:

- 25.1. Village reserves the right to let other contracts in connection with this Project. Contractor shall afford other persons reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate this Work with theirs.

If any part of Contractor's Work depends for proper execution or results upon the work of any other persons, Contractor shall inspect and report to Consultant any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other person's work as fit and proper for the reception of Contractor's Work, except as to defects which may develop in other contractor's work after the execution of Contractor's.

- 25.2. Contractor shall conduct its operations and take all reasonable steps to coordinate the prosecution of the Work so as to create no interference or impact on any other contractor on the site. Should such interference or impact occur, Contractor shall be liable to the affected contractor for the cost of such interference or impact.

- 25.3. To insure the proper execution of subsequent work, Contractor shall inspect the work already in place and shall at once report to Consultant any discrepancy between the executed work and the requirements of the Contract Documents.

26. Use of Completed Portions:

- 26.1. Village shall have the right at its sole option to take possession of and use any completed or partially completed portions of the Project. Such

possession and use shall not be deemed an acceptance of any of the Work not completed in accordance with the Contract Documents. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to reasonable extra compensation or reasonable extension of time or both, as recommended by Consultant and approved by Village.

26.2. In the event Village takes possession of any completed or partially completed portions of the Project, the following shall occur:

26.2.1 Village shall give notice to Contractor in writing at least thirty (30) calendar days prior to Village's intended occupancy of a designated area.

26.2.2 Contractor shall complete to the point of Substantial Completion the designated area and request inspection and issuance of a Certificate of Partial Substantial Completion in the form attached hereto as 00925 from Consultant.

26.2.3 Upon Consultant's issuance of a Certificate of Partial Substantial Completion, Village will assume full responsibility for maintenance, utilities, subsequent damages of Village and public, adjustment of insurance coverage's and start of warranty for the occupied area.

26.2.4 Contractor shall complete all items noted on the Certificate of Partial Substantial Completion within the time specified by Consultant on the Certificate of Partial Substantial Completion, as soon as possible and request final inspection and final acceptance of the portion of the Work occupied. Upon completion of final inspection and receipt of an application for final payment, Consultant shall issue a Final Certificate of Payment relative to the occupied area.

26.2.5 If Village finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed upon by Village and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. Insurance on the unoccupied or unused portion or portions shall not be canceled or lapsed on account of such partial occupancy or use. Consent of Contractor and of the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

27. Lands for Work:

27.1. Village shall provide, as may be indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and



easements for access thereto and such other lands as are designated by Village or the use of Contractor.

- 27.2. Contractor shall provide, at Contractor's own expense and without liability to Village, any additional land and access thereto that may be required for temporary construction facilities, or for storage of materials. Contractor shall furnish to Village copies of written permission obtained by Contractor from the owners of such facilities.

28. Legal Restrictions and Traffic Provisions:

Contractor shall conform to and obey all applicable laws, regulations, or ordinances with regard to labor employed, hours of work and Contractor's general operations. Contractor shall conduct its operations so as not to close any thoroughfare, nor interfere in any way with traffic on railway, highways, or water, without the prior written consent of the proper authorities.

29. Location and Damage to Existing Facilities, Equipment or Utilities:

29.1. As far as possible, all existing utility lines in the Project area have been shown on the plans. However, Village does not guarantee that all lines are shown, or that the ones indicated are in their true location. It shall be the Contractor's responsibility to identify and locate all underground and overhead utility lines or equipment affecting or affected by the Project that are shown on the plans or otherwise detectable by visual observation at or near the Project Site.

29.2. The Contractor shall notify each utility company involved at least ten (10) days prior to the start of construction to arrange for positive underground location, relocation or support of its utility where that utility may be in conflict with or endangered by the proposed construction. Relocation of water mains or other utilities for the convenience of the Contractor shall be paid by the Contractor. All charges by utility companies for temporary support of its utilities shall be paid for by the Contractor. All costs of permanent utility relocation to avoid conflict shall be the responsibility of the utility company involved.

29.3. The Contractor shall schedule the work in such a manner that the work is not delayed by the utility providers relocating or supporting their utilities. The Contractor shall coordinate its activities with any and all public and private utility providers occupying the right-of-way.

29.4. All overhead, surface or underground structures and utilities encountered are to be carefully protected from injury or displacement. All damage to such structures is to be completely repaired within a reasonable time; needless delay will not be tolerated. The Village reserves the right to remedy such damage by ordering outside parties to make such repairs at the expense of the Contractor. All such repairs made by the Contractor are to be made to the satisfaction of the utility owner. All damaged utilities must be replaced or fully repaired. All repairs are to be inspected by the utility owner prior to backfilling.

30. Value Engineering:

Contractor may request substitution of materials, articles, pieces of equipment or any changes that reduce the Contract Price by making such request to Consultant in writing. Consultant will be the sole judge of acceptability, and no substitute will be ordered, installed, used or initiated without Consultant's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. However, any substitution accepted by Consultant shall not result in any increase in the Contract Price or Contract Time. By making a request for substitution, Contractor agrees to pay directly to Consultant all Consultant's fees and charges related to Consultant's review of the request for substitution, whether or not the request for substitution is accepted by Consultant. Any substitution submitted by Contractor must meet the form, fit, function and life cycle criteria of the item proposed to be replaced and there must be a net dollar savings including Consultant review fees and charges. If a substitution is approved, the net dollar savings shall be shared equally between Contractor and Village and shall be processed as a deductive Change Order. Village may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute approved after award of the Contract.

31. Continuing the Work:

Contractor shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with Village, including disputes or disagreements concerning a request for a Change Order, a request for a change in the Contract Price or Contract Time. The Work shall not be delayed or postponed pending resolution of any disputes or disagreements.

32. Changes in the Work or Terms of Contract Documents:

32.1. Without invalidating the Contract and without notice to any surety, Village reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the Work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner. Any extra or additional work within the scope of this Project must be accomplished by means of appropriate Field Orders and Supplemental Instructions or Change Orders.

32.2. Any changes to the terms of the Contract Documents must be contained in a written document, executed by the parties hereto, with the same formality and of equal dignity prior to the initiation of any work reflecting such change. This section shall not prohibit the issuance of Construction Change Directives executed only by Village as hereinafter provided.

33. Field Orders and Supplemental Instructions:

- 33.1. The Contract Administrator, through Consultant, shall have the right to approve and issue Field Orders setting forth written interpretations of the intent of the Contract Documents and ordering minor changes in Work execution, providing the Field Order involves no change in the Contract Price or the Contract Time.
- 33.2. Consultant shall have the right to approve and issue Supplemental Instructions setting forth written orders, instructions, or interpretations concerning the Contract Documents or its performance, provided such Supplemental Instructions involve no change in the Contract Price or the Contract Time.
34. Change Orders:
- 34.1. Changes in the quantity or character of the Work within the scope of the Project which are not properly the subject of Field Orders or Supplemental Instructions, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders approved in advance and issued in accordance with the provisions of the Village.
- 34.2. All changes to construction contracts must be approved in advance in accordance with the value of the Change Order or the calculated value of the time extension. All Change Orders with a value of \$20,000 or more shall be approved in advance by the Mayor and Village Commission. All Change Orders with a value of less than \$20,000 shall be approved in advance by the Village Manager.
- 34.3. In the event satisfactory adjustment cannot be reached for any item requiring a change in the Contract Price or Contract Time, and a Change Order has not been issued, Village reserves the right at its sole option to either terminate the Contract as it applies to the items in question and make such arrangements as may be deemed necessary to complete the disputed work; or submit the matter in dispute to Consultant as set forth in Section 12 hereof. During the pendency of the dispute, and upon receipt of a Construction Change Directive approved by Village, Contractor shall promptly proceed with the change in the Work involved and advise the Consultant and Contract Administrator in writing within seven (7) calendar days of Contractor's agreement or disagreement with the method, if any, provided in the Change Order for determining the proposed adjustment in the Contract Price or Contract Time.
- 34.4. On approval of any Contract change increasing the Contract Price, Contractor shall ensure that the performance bond and payment bond



are increased so that each reflects the total Contract Price as increased.

34.5. Under circumstances determined necessary by Village, Construction Change Directives may be issued unilaterally by Village.

35. Value of Change Order Work:

35.1. The value of any work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

35.1.1 Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of items involved, subject to the provisions of Section 37.

35.1.2 By mutual acceptance of a lump sum which Contractor and Village acknowledge contains a component for overhead and profit.

35.1.3 On the basis of the "cost of work," determined as provided in Sections 38.2 and 38.3, plus a Contractor's fee for overhead and profit which is determined as provided in Section 38.4.

35.2. The term "cost of work" means the sum of all direct costs necessarily incurred and paid by Contractor in the proper performance of the Work described in the Change Order. Except as otherwise may be agreed to in writing by Village, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Section 37.

35.2.1 Payroll costs for employees in the direct employ of Contractor in the performance of the work described in the Change Order under schedules of job classifications agreed upon by Village and Contractor. Payroll costs for employees not employed full time on the work covered by the Change Order shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay application thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing the work after regular working hours, on Sunday or legal holidays, shall be included in the above to the extent authorized by Village.

35.2.2 Cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof,

and manufacturers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Village deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Village. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Village and Contractor shall make provisions so that they may be obtained. Rentals of all construction equipment and machinery and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Village with the advice of Consultant and the costs of transportation, loading, unloading, installation, dismantling and removal thereof, all in accordance with the terms of said agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the work.

Payments made by Contractor to Subcontractors for work performed by Subcontractors. If the Subcontract provides that the Subcontractor is to be paid on the basis of cost of the work plus a fee, the Subcontractor's cost of the work shall be determined in the same manner as Contractor's cost of the work. All Subcontractors shall be subject to the other provisions of the Contract Documents insofar as applicable.

35.2.3 Cost of special consultants, including, but not limited to, engineers, architects, testing laboratories, and surveyors employed for services specifically related to the performance of the work described in the Change Order.

35.2.4 Supplemental costs including the following:

35.2.4.1 The proportion of necessary transportation, travel and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the work except for local travel to and from the site of the work.

35.2.4.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the work, and cost less market value of such items used but not consumed which remains the property of Contractor.

35.2.4.3 Sales, use, or similar taxes related to the work, and for which Contractor is liable, imposed by any governmental authority.

- 35.2.4.4 Deposits lost for causes other than Contractor's negligence; royalty payments and fees for permits and licenses.
- 35.2.4.5 The cost of utilities, fuel and sanitary facilities at the site.
- 35.2.4.6 Receipted minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the work.
- 35.2.4.7 Cost of premiums for additional bonds and insurance required because of changes in the work.

35.3. The term "cost of the work" shall not include any of the following:

- 35.3.1 Payroll costs and other compensation of Contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor whether at the site or in its principal or a branch office for general administration of the work and not specifically included in the agreed upon schedule of job classifications referred to in Section 38.2.1, all of which are to be considered administrative costs covered by Contractor's fee.
- 35.3.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site.
- 35.3.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the work and charges against Contractor for delinquent payments.
- 35.3.4 Cost of premiums for all Bonds and for all insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same, except for additional bonds and insurance required because of changes in the work.
- 35.3.5 Costs due to the negligence or neglect of Contractor, any Subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.
- 35.3.6 Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in Section

35.4. Contractor's fee allowed to Contractor for overhead and profit shall

be determined as follows:

35.4.1 A mutually acceptable fixed fee or if none can be agreed upon,

35.4.2 A fee based on the following percentages of the various portions of the cost of the work:

35.4.2.1 For costs incurred under Sections 38.2.1 and 38.2.2, Contractor's fee shall not exceed ten percent (10%). For costs incurred under Section 38.2.3, Contractor's fee shall not exceed seven and one half percent (7.5%); and if a subcontract is on the basis of cost of the work plus a fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall not exceed ten percent (10%); and

35.4.2.2 No fee shall be payable on the basis of costs itemized under Sections 38.2.4 and 38.2.5, (except Section 38.2.5.3), and Section 38.3.

35.5. The amount of credit to be allowed by Contractor to Village for any such change which results in a net decrease in cost, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any, however, Contractor shall not be entitled to claim lost profits for any Work not performed.

35.6. Whenever the cost of any work is to be determined pursuant to Sections 38.2 and 38.3, Contractor will submit in a form acceptable to Consultant an itemized cost breakdown together with the supporting data.

35.7. Where the quantity of any item of the Work that is covered by a unit price is increased or decreased by more than twenty percent (20%) from the quantity of such work indicated in the Contract Documents, an appropriate Change Order shall be issued to adjust the unit price, if warranted.

35.8. Whenever a change in the Work is to be based on mutual acceptance of a lump sum, whether the amount is an addition, credit or no change-in-cost, Contractor shall submit an initial cost estimate acceptable to Consultant and Contract Administrator.

35.8.1 Breakdown shall list the quantities and unit prices for materials, labor, equipment and other items of cost. Whenever a change involves Contractor and one or more Subcontractors and the change is an increase in the Contract Price, overhead and profit percentage for Contractor and each Subcontractor shall be itemized separately.



35.9. Each Change Order must state within the body of the Change Order whether it is based upon unit price, negotiated lump sum, or "cost of the work."

36. Notification and Claim for Change of Contract Time or Contract Price:

36.1. Any claim for a change in the Contract Time or Contract Price shall be made by written notice by Contractor to the Contract Administrator and to Consultant within ten (10) calendar days of the commencement of the event giving rise to the claim and stating the general nature and cause of the claim. Thereafter, within twenty (20) calendar days of the termination of the event giving rise to the claim, written notice of the extent of the claim with supporting information and documentation shall be provided unless Consultant allows an additional period of time to ascertain more accurate data in support of the claim and such notice shall be accompanied by Contractor's written notarized statement that the adjustment claimed is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. All claims for changes in the Contract Time or Contract Price shall be determined by Consultant in accordance with Section 12 hereof, if Village and Contractor cannot otherwise agree. IT IS EXPRESSLY AND SPECIFICALLY AGREED THAT ANY AND ALL CLAIMS FOR CHANGES TO THE CONTRACT TIME OR CONTRACT PRICE SHALL BE WAIVED IF NOT SUBMITTED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

36.2. The Contract Time will be extended in an amount equal to time lost on critical Work items due to delays beyond the control of and through no fault or negligence of Contractor if a claim is made therefore as provided in Section 39.1. Such delays shall include, but not be limited to, acts or neglect by any separate contractor employed by Village, fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God.

37. No Damages for Delay:

Except as otherwise provided in the Contract, no claim for damages or any claim, other than for an extension of time, shall be made or asserted against Village by reason of any delays except as provided herein. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or

hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by Contractor for actual delays due solely to fraud, bad faith or active interference on the part of Village or its Consultant. Otherwise, Contractor shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

38. Excusable Delay; Compensable; Non-Compensable:

38.1. Excusable Delay. Delay which extends the completion of the Work and which is caused by circumstances beyond the control of Contractor or its subcontractors, suppliers or vendors is Excusable Delay.

Contractor is entitled to a time extension of the Contract Time for each day the Work is delayed due to Excusable Delay. Contractor shall document its claim for any time extension as provided in Section 39 hereof.

Failure of Contractor to comply with Section 39 hereof as to any particular event of delay shall be deemed conclusively to constitute a waiver, abandonment or relinquishment of any and all claims resulting from that particular event of delay.

Excusable Delay may be compensable or non-compensable:

- (a) Compensable Excusable Delay. Excusable Delay is compensable when the delay extends the Contract Time and is due solely to fraud, bad faith or active interference on the part of Village or its agents. Excusable Delay is also compensable when (i) the delay extends the Contract Time for a period in excess of 30 consecutive calendar days, (ii) is caused by circumstances beyond the control of the Contractor or its subcontractors, suppliers or vendors, and (iii) is due to: Consultant's failure to act; differing site conditions that have been acknowledged as such by the Owner; or one or more of Owner's separate contractor's acts or failures to act, as the case may be. In no event shall Contractor be compensated for interim delays, due to the causes listed under subsection (iii), which do not extend the Contract Time for a period in excess of 30 consecutive calendar days.

Contractor shall be entitled to direct costs for Compensable Excusable Delay. Direct costs recoverable by Contractor shall be limited to the actual additional costs allowed pursuant to Section 38 hereof.

- (b) Non-Compensable Excusable Delay. When Excusable Delay is caused by circumstances beyond the control of Contractor, its subcontractors, suppliers and vendors, and is also caused by circumstances beyond the control of the Village or Consultant, then Contractor shall be entitled only to a time extension and no further compensation for the delay.

39. Substantial Completion:

When Contractor considers that the Work, or a portion thereof designated by Village pursuant to Section 28 hereof, has reached Substantial Completion, Contractor shall so notify Village and Consultant in writing. Consultant and Village shall then promptly inspect the Work. When Consultant, on the basis of such an inspection, determines that the Work or designated portion thereof is substantially complete, it will then prepare a Certificate of Substantial Completion (or Partial Substantial Completion) in the form attached hereto as Form 00925 which shall establish the Date of Substantial Completion; shall state the responsibilities of Village and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance; and shall list all Work yet to be completed to satisfy the requirements of the Contract Documents for Final Completion. The failure to include any items of corrective work on such list does not alter the responsibility of Contractor to complete all of the Work in accordance with the Contract Documents. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to Village through the Contract Administrator and Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

40. No Interest:

Any monies not paid by Village when claimed to be due to Contractor under this Agreement, including, but not limited to, any and all claims for contract damages of any type, shall not be subject to interest including, but not limited to, prejudgment interest. However, the provisions of Village's prompt payment ordinance, as such relates to timeliness of payment, and the provisions of Section 218.74(4), Florida Statutes (2019) as such relates to the payment of interest, shall apply to valid and proper invoices.

41. Shop Drawings:

41.1. Contractor shall submit Shop Drawings as required by the Technical Specifications. The purpose of the Shop Drawings is to show the suitability, efficiency, technique of manufacture, installation requirements,

details of the item and evidence of its compliance or noncompliance with the Contract Documents.

Within thirty (30) calendar days after the Project Initiation Date specified in the Notice to Proceed, Contractor shall submit to Consultant a complete list of preliminary data on items for which Shop Drawings are to be submitted and shall identify the critical items. Approval of this list by Consultant shall in no way relieve Contractor from submitting complete Shop Drawings and providing materials, equipment, etc., fully in accordance with the Contract Documents. This procedure is required in order to expedite final approval of Shop Drawings.

- 41.2. After the approval of the list of items required in Section 43.2 above, Contractor shall promptly request Shop Drawings from the various manufacturers, fabricators, and suppliers. Contractor shall include all shop drawings and other submittals in its certification.
- 41.3. Contractor shall thoroughly review and check the Shop Drawings and each and every copy shall show this approval thereon.
- 41.4. If the Shop Drawings show or indicate departures from the Contract requirements, Contractor shall make specific mention thereof in its letter of transmittal. Failure to point out such departures shall not relieve Contractor from its responsibility to comply with the Contract Documents.
- 41.5. Consultant shall review and approve Shop Drawings within fourteen (14) calendar days from the date received, unless said Drawings are rejected by Consultant for material reasons. Consultant's approval of Shop Drawings will be general and shall not relieve Contractor of responsibility for the accuracy of such Drawings, nor for the proper fitting and construction of the work, nor for the furnishing of materials or work required by the Contract Documents and not indicated on the Drawings. No work called for by Shop Drawings shall be performed until the said Drawings have been approved by Consultant. Approval shall not relieve Contractor from responsibility for errors or omissions of any sort on the Shop Drawings.
- 41.6. No approval will be given to partial submittals of Shop Drawings for items which interconnect and/or are interdependent where necessary to properly evaluate the design. It is Contractor's responsibility to assemble the Shop Drawings for all such interconnecting and/or interdependent items, check them and then make one submittal to Consultant along with



its comments as to compliance, noncompliance, or features requiring special attention.

- 41.7. If catalog sheets or prints of manufacturers' standard drawings are submitted as Shop Drawings, any additional information or changes on such drawings shall be typewritten or lettered in ink.

Contractor shall submit the number of copies required by Consultant. Resubmissions of Shop Drawings shall be made in the same quantity until final approval is obtained.

- 41.8. Contractor shall keep one set of Shop Drawings marked with Consultant's approval at the job site at all times.

42. Field Layout of the Work and Record Drawings:

- 42.1. The entire responsibility for establishing and maintaining line and grade in the field lies with Contractor. Contractor shall maintain an accurate and precise record of the location and elevation of all pipe lines, conduits, structures, maintenance access structures, hand-holes, fittings and the like and shall prepare record or "as-built" drawings of the same which are sealed by a Professional Surveyor. Contractor shall deliver these records in good order to Consultant as the Work is completed. The cost of all such field layout and recording work is included in the prices bid for the appropriate items. All record drawings shall be made on reproducible paper and shall be delivered to Consultant prior to, and as a condition of, final payment.

- 42.2. Contractor shall maintain in a safe place at the Project site one record copy of all Drawings, Plans, Specifications, Addenda, written amendments, Change Orders, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings shall be available at all times to Consultant for reference. Upon Final Completion of the Project and prior to Final Payment, these record documents, samples and Shop Drawings shall be delivered to the Contract Administrator.

- 42.3. Prior to, and as a condition precedent to Final Payment, Contractor shall submit to Village, Contractor's record drawings or as-built drawings acceptable to Consultant.

43. Safety and Protection:

- 43.1. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Project. Contractor shall take all necessary precautions for the safety of,

and shall provide the necessary protection to prevent damage, injury or loss to:

43.1.1 All employees on the work site and other persons who may be affected thereby.

43.1.2 All the work and all materials or equipment to be incorporated therein, whether in storage on or off the Project site; and

43.1.3 Other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

43.2. Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and utilities when prosecution of the work may affect them. All damage, injury or loss to any property referred to in Sections 46.1.2 and 46.1.3 above, caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the Work is completed and Consultant has issued a notice to Village and Contractor that the Work is acceptable except as otherwise provided in Section 29 hereof.

43.3. Contractor shall designate a responsible member of its organization at the Work site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Village.

44. This Section Not Used:

45. Payment by Village for Tests:

Except when otherwise specified in the Contract Documents, the expense of all tests requested by Consultant shall be borne by Village and performed by a testing firm chosen by Consultant. For road construction projects the procedure for making tests required by Consultant will be in conformance with the most recent edition of the State of Florida, Department of Transportation Standard

Specifications for Road and Bridge Construction.

The cost of any required test which Contractor fails shall be paid for by Contractor.

46. Project Sign:

Any requirements for a project sign shall be paid by the Contractor as specified by Village Guidelines.

47. Hurricane Precautions:

47.1. During such periods of time as are designated by the United States Weather Bureau as being a hurricane warning or alert, the Contractor, at no cost to the Village, shall take all precautions necessary to secure the Project site in response to all threatened storm events, regardless of whether the Village or Consultant has given notice of same.

47.2. Compliance with any specific hurricane warning or alert precautions will not constitute additional work.

47.3. Additional work relating to hurricane warning or alert at the Project site will be addressed by a Change Order in accordance with Section 37, General Conditions.

47.4. Suspension of the Work caused by a threatened or actual storm event, regardless of whether the Village has directed such suspension, will entitle the Contractor to additional Contract Time as non-compensable, excusable delay, and shall not give rise to a claim for compensable delay.

48. Cleaning Up; Village's Right to Clean Up:

Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Project, Contractor shall remove all its waste materials and rubbish from and about the Project as well as its tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up during the prosecution of the Work or at the completion of the Work, Village may do so and the cost thereof shall be charged to Contractor. If a dispute arises between Contractor and separate contractors as to their responsibility for cleaning up, Village may clean up and charge the cost thereof to the contractors responsible therefore as Consultant shall determine to be just

49. Removal of Equipment:

In case of termination of this Contract before completion for any cause whatever, Contractor, if notified to do so by Village, shall promptly remove any

part or all of Contractor's equipment and supplies from the property of Village, failing which Village shall have the right to remove such equipment and supplies at the expense of Contractor.

50. Nondiscrimination, Equal Employment Opportunity, and Americans with Disabilities Act:

Contractor shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Contractor shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by Village, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

Contractor's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

Contractor shall not engage in or commit any discriminatory practice in violation of Village Ordinances in performing any services pursuant to this Agreement.

51. Liens.

Contractor shall not permit any mechanic's, laborer's or materialmen's lien to be filed against the Project site or any part thereof by reason of any Work, labor, services or materials supplied or claimed to have been supplied to the Project. In the event such a lien is found or claimed against the Project, Contractor shall within ten (10) Business Days after notice of the lien discharge the lien or liens and cause a satisfaction of such lien to be recorded in the public records of Miami-Dade County, Florida, or cause such lien to be transferred to the Payment Bond. In the event Contractor fails to so discharge or transfer the lien or liens within such period as required above, Village shall thereafter have the right, but not the obligation, to discharge or transfer the lien or liens. Additionally, Village shall thereafter have the right, but not the obligation, to retain out of any payment then due or to become due Contractor, one hundred fifty percent (150%) of the amount of the lien and to pay Village's reasonable attorneys' fees and costs incurred in connection therewith.

52. Ownership and Access to Records and Audits. Contractor acknowledges that all



inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports, compiled information, and all similar or related information (whether patentable or not) which relate to Work for the Village which are conceived, developed or made by Contractor during the term of this Contract ("Work Product") belong to the Village. Contractor shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Contract) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).

00900. SUPPLEMENTARY SPECIFICATIONS:

(As Applicable)

00925. CERTIFICATE OF SUBSTANTIAL COMPLETION:

PROJECT: (Name, Address)

CONSULTANT: (Name, Address)

TO (Village)

BID/CONTRACT NUMBER:

CONTRACTOR: CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The work performed under this Contract has been reviewed and found to be substantially complete and all documents required to be submitted by Contractor under the Contract Documents have been received and accepted. The Date of Substantial Completion of the Projector portion thereof designated above is hereby established as which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

---

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or portion thereof designated by Village is the date certified by Consultant when all conditions and requirements of permits and regulatory agencies have been satisfied and the Work, is sufficiently complete in accordance with the Contract Documents, so the Project is available for beneficial occupancy by Village. A Certificate of Occupancy must be issued for Substantial Completion to be achieved, however, the issuance of a Certificate of Occupancy or the date thereof are not to be determinative of the achievement or date of Substantial Completion.

---

A list of items to be completed or corrected, prepared by Contractor and approved by Village is attached hereto. The failure to include any items on such list does not alter the responsibility of Contractor to complete all work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed in writing.

CONSULTANT:

\_\_\_\_\_  
CONSULTANT BY DATE

In accordance with Section 2.2 of the Contract, Contractor will complete or correct the work on the list of items attached hereto within thirty (30) days from the above Date of Substantial Completion.

CONSULTANT:

\_\_\_\_\_  
CONSULTANT BY DATE

Village, through the Contract Administrator, accepts the Work or portion thereof designated by Village as substantially complete and will assume full possession thereof at

\_\_\_\_\_(time) on\_\_\_\_\_(date).

Bal Harbour Village, Florida

\_\_\_\_\_  
BY CONTRACT ADMINISTRATOR DATE

00926. FINAL CERTIFICATE OF PAYMENT:

PROJECT: (Name, Address)

CONSULTANT: (Name, Address)

BID/CONTRACT NUMBER:

TO (Village)

CONTRACTOR: CONTRACT FOR:

NOTICE TO PROCEED DATE:

DATE OF ISSUANCE:

All conditions or requirements of any permits or regulatory agencies have been satisfied. The documents required by Section 5.2 of the Contract, and the final bill of materials, if required, have been received and accepted. The Work required by the Contract Documents has been reviewed and the undersigned certifies that the Work, including minor corrective work, has been completed in accordance with the provision of the Contract Documents and is accepted under the terms and conditions thereof.

_____	_____	_____
CONSULTANT	BY	DATE

Village, through the Contract Administrator, accepts the work as fully complete and will  
assume full possession thereof  
at \_\_\_\_\_

(time & date)

Bal Harbour Village, Florida	_____	_____
	BY CONTRACT ADMINISTRATOR	DATE



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Mayor, attested to by its Village Clerk, duly authorized to execute same, and by CONTRACTOR, by and through its\_\_, duly authorized officer to execute same.

**VILLAGE**

BAL HARBOUR VILLAGE, FLORIDA

By:\_\_\_\_\_

The\_\_\_\_\_day of\_\_\_\_\_, 2025.

AUTHENTICATION:



ATTEST:

\_\_\_\_\_

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_

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

**CONTRACTOR**

\_\_\_\_\_

By:\_\_\_\_\_

Print Name:\_\_\_\_\_

Title:\_\_\_\_\_

The\_\_\_\_\_day of\_\_\_\_\_, 2021.

AUTHENTICATE:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_

Print Name:\_\_\_\_\_

\_\_\_\_\_

Print Name:\_\_\_\_\_

**Exhibit "B"**

Contractor's  
Proposal/Attached

PROJECT # 7

STORMWATER PUMP STATION # 2 --- IMPROVEMENTS

ITEM DESCRIPTION	BASIS	QUANTITY	UNIT PRICE	ESTIMATED COST	DESCRIPTION
General Conditions	lump sum	1	\$813,380.00	\$813,380.00	supervision, permit fees, insurance/bonds,scheduling, etc.
Mobilization & Demobilization	lump sum	1	48,240.00	48,240.00	equipment
Construction Fencing	lump sum	1	23,450.00	23,450.00	fencing around construction site to control dust etc.
NPDES Compliance	lump sum	1	26,800.00	26,800.00	state rules and regulations
Dewatering	lump sum	1	93,442.67	93,442.67	excavation / trenching for pipes and Wells.
Muck removal	CY	416	78.17	32,519.00	excavation / disposal of muck material
Maintenance of Traffic ( MOT )	lump sum	240	236.78	56,827.00	safety control
Pump station - Landscaping	lump sum	1	33,500.00	33,500.00	removal and replacement as necessary
Pump station - Concrete	lump sum	1	572,850.00	572,850.00	removal / replacement concrete work.
Pump station - Electrical	lump sum	1	819,977.00	819,977.00	removal and new electrical for the station and cabinets etc.
Pump station - Mechanical	lump sum	2	184,250.00	368,500.00	removal and new mechanical for the station.
Pump station - Generator ( CAT )	lump sum	1	150,000.00	150,000.00	generator purchase
New Gravity Wells	each	5	57,985.00	289,775.00	new gravity Wells
Abandoning Wells	each	3	20,100.00	60,300.00	old gravity Wells
Ductile iron pipe - 20 inches	linear feet	262	530.55	139,004.00	new force main pipe
DI - 30 inches	linear feet	220	1,149.87	252,971.00	new force main pipe
DI -- 36 inches	linear feet	220	1,149.87	252,971.00	new force main pipe
Ductile Iron -- fittings	lump sum	16	8,137.00	130,192.00	fittings for the force main pipes
HDPE - pipe - 42 inches	linear feet	396	482.37	191,019.00	force main structure
Manholes --- 48 inches	each	5	16,741.00	83,705.00	force main structure
Manholes --- 60 inches	each	1	28,790.00	28,790.00	force main structure
Restoration	lump sum	1	73,700.00	73,700.00	entire project site.
Contingency ( by contractor )	lump sum	1	137,579.00	137,579.00	unforseen conditions / to be approved by Mike Alvarez
Storm Pump Station # 2.				\$4,679,492.00	
Addendum # 2 -- Add Alternates				1,977,250.00	NOTES:
Contingency; ( 10% ).				\$665,674.00	See ADDENDUM # 2 - Price sheet
					Contingency of 10% by the Village
TOTAL Pump Station # 2				\$7,322,416.00	
					Mike Alvarez, CGC, PWLF
					Utility Compliance Officer

*Mike Alvarez*  
Rev. 7/3/2025  
9:32 AM



ADDENDUM # 2-Add Alternate Price Sheet

MTX ONE GROUP  
CONTRACTOR

ITEM #	DEMOLITION:	QUANTITY	UNIT	UNIT PRICE	TOTAL
2.60	<b>REMOVE AND DISPOSE EXIST. DIP DRAINAGE PIPES</b> - replacement of the existing force main valve which currently serve for pressure relief. Replacing all portions of the existing force main , including all associated fittings and valves currently under the exiting concrete slab. This includes all force main piping within the pump station , as well as the associated support hangers.	850	LF	125.00	106,250.00
2.70	<b>REMOVE AND DISPOSE EXISTING HYDRAULIC CYLINDER BUTTERFLY VALVE</b> replacing the existing butterfly valves which are operated via a hand wheel and hydraulic cylinder and serve as a bypass to the wet well weir, with new gate valves. It is presumed the flanged wall thimble which these valves connect are to remain.	2	EA	\$ 90,000	\$ 180,000
2.10	<b>REMOVE AND DISPOSE EXIST. REINF. CONCRETE SLAB;</b> given the extent of these replacements which would occur under the existing pump station reinforced concrete top slab , the entire slab would also require replacement. Hatches shall also be replaced with new, watertight units.	1	LS	\$ 210,000	\$ 210,000
ITEM # 3	<b>STORM DRAINAGE - FORCE MAIN DISCHARGE:</b>				
3.10	<b>FURNISH AND INSTALL 20-INCH DIP DRAINAGE PIPE</b> Replacing all portions of the existing force main , including all associated fittings and valves currently under the concrete slab. This includes all force main piping within the pump station, as well as the associated support hangers.	500	LF	\$ 650.00	\$ 325,000
3.20	<b>FURNISH AND INSTALL 30-INCH DIP DRAINAGE PIPE</b> ( same response as 3.10 )	70	LF	\$ 1200.00	\$ 84,000

3.30	FURNISH AND INSTALL 36-INCH DIP DRAINAGE PIPE (same as 3.10 & 3.20)	475	LF	\$ 400.00	\$ 190,000
3.50	FURNISH AND INSTALL 36-INCH DIP BUTTERFLY VALVE ( same response as 2.60 )	2	EA	\$ 120,000	\$ 240,000
3.60	FURNISH AND INSTALL 36-INCH DIP CHECK VALVE ( same as response 3.10 )	2	EA	\$ 180,000	\$ 360,000
3.70	FURNISH AND INSTALL FORCE MAIN FITTINGS ( same response as 3.10 )	6	TN	\$ 10,000	\$ 60,000
ITEM # 4	STORM DRAINAGE - GRAVITY COLLECTION SYSTEM:				
4.18	FURNISH AND INSTALL 42" GATE VALVE FOR WET WELL BYPASS ( same response as 2.70 )	2	EA	\$ 65,000	\$ 130,000
4.19	FURNISH AND INSTALL 72" GATE VALVE ON PS INFLOW PIPE The addition of a 72 inch gate valve just upstream of the inflow to the pump station downstream of exiting Manhole -171 - to facilitate pump station maintenance. The valve should be capable of being operated from within the pump station , such that revisions to the fence / screening would be required for this.	1	EA	\$ 92,000	\$ 92,000

(Approx)

TOTAL: \$ 1,977,250.

6/24/25 → (opening bid)

2 of 2  
Mike Spruz  
331 7/03/2025

## **AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Nongovernment Entity Name:        (“Vendor”)

Vendor FEIN:

Address:

Phone Number:

E-Mail Address:

As a nongovernmental entity executing, renewing, or extending a contract with the Village of Bal Harbour, Florida, Vendor is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Vendor, I certify that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts

stated in it are true.

---

Signature

---

Date

---

Print Name

---

Title





# BAL HARBOUR

- VILLAGE -

## COUNCIL ITEM SUMMARY

### Condensed Title:

**A RESOLUTION PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION AND BAL HARBOUR VILLAGE, IN EFFECT FROM OCTOBER 1, 2024 - SEPTEMBER 30, 2027.**

### Issue:

The Village's sworn Police Officers, Sergeants and Detectives are members of the Police Benevolent Association (PBA) bargaining unit and are covered by a collective bargaining agreement (CBA) that expired on September 30, 2024. This Council item presents a ratified CBA for the period October 1, 2024 through September 30, 2027.

### The Bal Harbour Experience:

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

### Item Summary / Recommendation:


The proposed 3-year Collective Bargaining Agreement (CBA) between the Village and the PBA is the result of a collaborative negotiation process that began in July 2024 and concluded with a tentative agreement in June 2025. The agreement includes: (1) Cost-of-living adjustments (COLAs) of 4% for each fiscal year of the CBA, reflecting recent inflationary trends in the region; (2) For those members of the PBA that work the night shift, the night shift differential has been increased from 3% to 4%; (3) The existing sick leave policy has been restructured to provide accruals based on years of service and shift length, replacing the current system and also includes a payout for unused sick leave upon separation; (4) The Field Training Officer (FTO) pay supplement will increase from 2.5% to 5%; (5) Holiday pay has been enhanced to double time for Officers working on Thanksgiving and Christmas Day; and (6) To support union communication, the PBA will be provided with email access to its members. In addition, as part of a Grievance that was filed by the PBA related to 6<sup>th</sup> year longevity and step increases, a resolution that provides retroactive pay corrections and settles the Grievance and avoids Arbitration was agreed to. This agreement is consistent with similar provisions in nearby jurisdictions, aligns with operational best practices, and supports the Village's continued commitment to public safety and employee equity.

**THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.**

### Financial Information:

	Amount	Account	Account #
	\$81,000.00	COLA Y1 / Salaries - PBA Members	21-XX-501200

### Sign off:

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

# BAL HARBOUR

- VILLAGE -

## COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: July 15, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION [POLICE OFFICERS, SERGEANTS AND DETECTIVES] AND BAL HARBOUR VILLAGE IN EFFECT FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

### **ADMINISTRATIVE RECOMMENDATION**

I am recommending approval of this Resolution.

### **BACKGROUND**

Bal Harbour Village's sworn Police Officers, Sergeants, and Detectives have been members of a bargaining unit represented by the South Florida (formerly Dade County) Police Benevolent Association (PBA) since 1976 and are covered by a collective bargaining agreement (CBA) that expired on September 30, 2024.

At the Village Council Retreat in February 2025, a discussion took place with a summary and overview provided of past negotiations and contract terms of previous CBAs, and a strategy was discussed for the terms of the ongoing negotiations for the successor CBA.

The Village's bargaining team notified the PBA of our intent to commence negotiations and began said negotiations on July 8, 2024. Subsequent negotiation sessions took place on September 6, 2024, October 1, 2024, January 15, 2025, April 2, 2025, April 16, 2025, and June 10, 2025. At the June 10<sup>th</sup> session, the Village and the PBA tentatively agreed to a successor three-year collective bargaining agreement (in part, retroactive for year one of the CBA) covering the period beginning October 1, 2024, through September 30, 2027. The PBA scheduled a ratification vote by their members to take place on July 8 and 10, 2025. Given that this Council Agenda was printed prior to the final PBA vote, the results of the ratification by the PBA members will be provided verbally at the July 15, 2025 Village Council Meeting.

## **ANALYSIS**

The following key sections of the Collective Bargaining Agreement negotiated are summarized as follows, excluding minor verbiage changes or corrections:

### **Cost of Living Adjustments (COLAs)**

Over the last ten (10) years, the COLAs for the PBA have averaged out to 3.0% per year. During the terms of the previous CBA, which covered the period of 2021 through 2024, the Consumer Price Index (CPI) in the Miami-Fort Lauderdale area was 5.7% in 2021, 9.6% in 2022, and 7.4% in 2023, with the COLA in Bal Harbour at 3% for each of those same years. In 2024, when the negotiations with the PBA began, South Florida had the highest inflation rate when compared to 13 of the largest U.S. metro areas. The CPI for the Miami-Fort Lauderdale area rose 4.5% during the 12-month period ending in April 2024 as reported by the U.S. Bureau of Labor Statistics, exceeding the overall national increase of 3.4% for that same time period.

The PBA's initial COLA proposal was that each member of the bargaining unit receive an 8% in year 1 and a 5% in years 2 and 3. At the end of negotiations, an agreement was reached that, given the higher inflation rates in our area in the past few years, the COLA rates would be set at 4% for each of the fiscal years of the CBA. Pursuant to the proposed CBA, bargaining unit members shall receive a 4% COLA to commence at the start of each of the three fiscal years covered by the CBA, with year one (1) of the CBA effective retroactive to October 1, 2024. As has been done in the past, the COLA rate afforded to the members of the PBA would also be afforded to the general employees of the Village.

By comparison, the COLA for our closest neighboring jurisdictions for the most current CBAs are similar, but slightly higher. The most recent CBA for the Town of Bay Harbor Islands includes 4% in 2023, 5% in 2024, and 5% in 2025. In the Town of Surfside, their most recent CBA provides COLAs at 5% in 2022, 4% in 2023, and 4% in 2024.

The fiscal impact of the COLA for FY 2025 year one (1) for members of the Bal Harbour PBA is expected to be approximately \$81,000.

### **Night Shift Differential**

Under the previous CBA, bargaining unit members who were permanently assigned to work the hours of 7:00 p.m. through 7:00 a.m. would receive a 3% night differential. The currently negotiated CBA now has night shift differential rates being set at 4%. Pursuant to the CBA, bargaining unit members who are permanently assigned to work the night shift (as defined previously) shall receive a 4% night differential, effective the first full pay period following the ratification of the CBA.

### **Sick Leave**

Under the previous CBA, bargaining unit members who were employed by the Village for more than six (6) months would receive up to ninety (90) calendar days of sick leave for any one (1) illness or disability, with bargaining unit members who were employed by the



Village for less than six (6) months receiving a maximum of one (1) full shift of sick leave for every month of continuous service. This sick leave benefit frequently created staffing issues which required the use of overtime to ensure minimum staffing on each shift. The Village has been trying to make changes to this benefit for quite some time, including in the last negotiations for the previous CBA. Changes to this benefit were one of our priorities with this current round of negotiations and proposed a sick leave policy similar to ones used by other police departments. The goal of the Village's proposal would lead to the curbing of the excessive sick leave usage which our Police Department frequently experiences and incentivize good attendance leading to a reduction in overtime costs associated with unplanned absences.

The Village was successful in negotiating a change to the current sick leave policy which now establishes a tiered system of accruable sick leave hours, based on years of sworn Village service and the type of shift each bargaining unit member works. Pursuant to the CBA, bargaining unit members who have less than thirteen (13) years of sworn Village service and work ten (10) hour shifts will receive one hundred (100) hours of sick leave per year; bargaining unit members who have less than thirteen (13) years of sworn Village service and work twelve (12) hour shifts will receive one hundred and twenty (120) hours of sick leave per year; bargaining unit members who have thirteen (13) years or more of sworn Village service and work ten (10) hour shifts will receive one hundred and twenty (120) hours of sick leave per year; and bargaining unit members who have thirteen (13) years or more of sworn Village service and work twelve (12) hour shifts will receive one hundred and forty-four (144) hours of sick leave per year. Effective October 1, 2025, bargaining unit members will accrue sick leave each pay period and will be required to use their accrued sick leave days to be paid for days they do not work due to illness. It is anticipated that this change will lead to the curbing of excessive sick leave usage and incentivize good attendance, leading to a reduction in the Police Department's overtime costs associated with unplanned sick leave and absences.

Additionally, the currently negotiated CBA also establishes a payout system for unused sick leave upon the separation of a bargaining unit member from employment with the Village, dependent on years of sworn service with the Village. Pursuant to the CBA, bargaining unit members who have less than fifteen (15) years of sworn Village service will receive fifty percent (50%) payout for unused sick leave hours upon their separation from employment with the Village; bargaining unit members who have fifteen (15) or more years of sworn Village service will receive one hundred percent (100%) payout for unused sick leave hours upon their separation from employment with the Village. The maximum amount of sick leave that will be paid out is six hundred (600) hours.

#### Field Training Officer

Under the previous CBA, bargaining unit members who were assigned and performing duties as the primary Field Training Officer (FTO) for a trainee shall receive a two and a half percent (2.5%) pay supplement during such an assignment. During negotiations, both the PBA and the Village agreed that the FTO rate should be raised from two and a half percent (2.5%) to five percent (5%). Pursuant to the CBA, bargaining unit members who are

assigned and performing duties as the primary Field Training Officer (FTO) for a trainee shall receive a five percent (5%) pay supplement during such an assignment. It is the historic and continued intent of both the PBA and the Village that only one bargaining unit member per trainee shall receive a pay supplement at any one time, meaning that bargaining unit members temporarily assigned to fill an absence or unavailability for any FTO shall not receive any pay supplement.

#### Holiday Pay

Under the previous CBA, bargaining unit members who were required to work a minimum of four (4) hours on a shift starting during any holiday recognized by the CBA would receive their regular pay or holiday leave at one and one-half (1.5) times their straight time rate of pay. At the end of negotiations, an agreement was reached that satisfied all parties, with an exception to the standard and historical rate being made for Thanksgiving Day and Christmas Day. Pursuant to the CBA, bargaining unit members who are required to work a minimum of four (4) hours on a shift starting on Thanksgiving Day or Christmas Day will now receive their regular pay or compensatory time for a holiday worked at two (2) times their straight time rate of pay, with this provision applying regardless if the holiday worked is on an bargaining unit member's regularly scheduled work day or is an extra or overtime shift worked by the member in question.

#### Communications & Operations

Under the previous CBA, the Village was required to provide and furnish the PBA with a twenty-inch (20") by thirty-inch (30") bulletin board space for the use of posting official notices of the PBA. While negotiating, the PBA asked that, in addition to the bulletin board, the Village also provides the PBA with the email addresses of all bargaining unit members, to which the Village agreed.

In addition to the items summarized above, during the negotiations, longevity increases and salary step increases were discussed. Under the current CBA, bargaining unit members are eligible to receive a non-retroactive longevity increase on the anniversary date of said member's uninterrupted employment with the Village, beginning with their sixth (6<sup>th</sup>) year anniversary and continuing on their ninth (9<sup>th</sup>), eleventh (11<sup>th</sup>), sixteenth (16<sup>th</sup>), seventeenth (17<sup>th</sup>), eighteenth (18<sup>th</sup>) and nineteenth (19<sup>th</sup>) year anniversaries, with percentage increases varying depending on each of the milestone years reached. In addition, the CBA provides for salary adjustments, or steps, for the first six (6) years of an Officer's career with the Village. During the negotiations, the PBA raised a concern on how the 6<sup>th</sup> year longevity was processed by the Village in conjunction with any salary step increase a member may have been entitled to at the same time. As a result, on January 23, 2025, the PBA filed a Step III Grievance requesting an Arbitration hearing to resolve the disagreement in the processing of these respective items.

As part of the Grievance process, but apart from the negotiations, no agreement was reached regarding the interpretation of the contract language and the Village's past practice in regard to the processing of the 6<sup>th</sup> year longevity and the step increase, but an understanding was reached in order to resolve the issue. Bargaining unit members shall

receive the same benefits as outlined in the previous CBA, but with an understanding that the longevity increase given to bargaining unit members starting their sixth (6<sup>th</sup>) year of service shall be in addition to any step increases the bargaining unit members are eligible to receive in that same year. To resolve the Grievance and avoid Arbitration, the Village agreed to retroactively adjust any member's pay who had not received both the sixth (6<sup>th</sup>) year longevity and the corresponding salary step for a retroactive two (2) year period.

### **FISCAL IMPACT**

The projected COLA impact of the CBA for members of the PBA across the three fiscal years is approximately \$266,000.

### **THE BAL HARBOUR EXPERIENCE**

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

### **CONCLUSION**

It is recommended that the Village Council adopt the Resolution, which authorizes and approves the ratification of the agreed-to Collective Bargaining Agreement between Bal Harbour Village and the South Florida Police Benevolent Association (PBA), for the bargaining unit comprising the Village's Police Officers, Sergeants, and Detectives for the time period covering October 1, 2024, through September 30, 2027.

### **Attachments:**

1. Collective Bargaining Agreement between Bal Harbour Village and South Florida Police Benevolent Association (PBA), October 1, 2024, through September 30, 2027.

RESOLUTION NO. 2025-\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, PROVIDING FOR RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION [POLICE OFFICERS, SERGEANTS AND DETECTIVES] AND BAL HARBOUR VILLAGE, IN EFFECT FROM OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2027; AUTHORIZING THE VILLAGE MANAGER TO SIGN THE COLLECTIVE BARGAINING AGREEMENT ON BEHALF OF THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE COLLECTIVE BARGAINING AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Village Council of Bal Harbour Village (the "Village Council") has reviewed, and desires to approve and ratify the Collective Bargaining Agreement (the "Agreement") between Bal Harbour Village (the "Village") and the South Florida Police Benevolent Association (the "PBA") in effect from October 1, 2024 through September 30, 2027 (a copy of the Agreement is attached hereto as Exhibit "A"); and

**WHEREAS**, the Village Council finds that ratification of the Agreement is in the best interest of the Village.

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

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

**Section 2. Approval and Ratification of Agreement.** The Village Council hereby approves and ratifies the Agreement between the Village and the PBA attached hereto as Exhibit "A."

**Section 3. Fund Allocation and Expenditure.** That the Village Manager is hereby authorized to allocate the budgeted funds among the respective departments, and is further authorized to expend the funds in accordance with the Agreement between the Village and the PBA attached hereto as Exhibit "A."



**Section 4. Execution Authorized.** The Village Manager is hereby authorized to execute the Agreement on behalf of the Village and to take all actions necessary to implement the terms of the Agreement.

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

PASSED AND ADOPTED this 15<sup>th</sup> day of July, 2025.



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Mayor Jeffrey P. Freimark

ATTEST:

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Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Tentative CBA 7-7-25

AGREEMENT BETWEEN

BAL HARBOUR VILLAGE, FLORIDA and the

SOUTH FLORIDA POLICE

BENEVOLENT ASSOCIATION

October 1, 2024 through  
September 30, 2027

On behalf of Police Officers, Police Sergeants  
and Detectives of Bal Harbour Village, Florida

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**ARTICLE 1. AGREEMENT**

1.1 This Agreement is entered into by BAL HARBOUR VILLAGE,  
hereinafter referred to as the "Village" or the "Employer," and  
the SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., hereinafter  
referred to as the "PBA" or the "Association."

**ARTICLE 2. RECOGNITION**

2.1 The Village hereby recognizes the Association as the sole and exclusive bargaining representative for all employees in the following appropriate unit:

INCLUDED: All full-time Police Officers,  
Police Sergeants and Detectives.

EXCLUDED: All other employees of Bal  
Harbour Village.

**ARTICLE 3. MANAGEMENT RIGHTS**

3.1 The Association and its members recognize and agree that the Village has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the Village specifically, but not by way of limitation, reserves the sole and exclusive right:

3.1.1 To determine the organization of municipal government;

3.1.2 To determine the purpose(s) of each of its constituent agencies;

3.1.3 To exercise control and discretion over the organization and efficiency of Village operations;

3.1.4 To determine the standards of service, the scope of service and the method of service to be offered to the public;

3.1.5 To hire and/or otherwise determine the criteria and standards of selection for employment;

3.1.6 To fire, demote, suspend or otherwise discipline for just cause including, but not limited to, the bases set forth in Appendix A herein;

3.1.7 To promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit, subject to Article 14 herein;

1           3.1.8       To transfer employees from location to  
2 location and from time to time;

3           3.1.9       To lay off and/or relieve employees from duty  
4 due to lack of work or any other legitimate reason;

5           3.1.10      To rehire employees;

6           3.1.11      To determine the starting and quitting time  
7 and the number of hours and shifts to be worked, subject to  
8 Article 13 herein;

9           3.1.12      To determine the allocation and content of  
10 job classifications;

11          3.1.13      To formulate and/or amend job descriptions;

12          3.1.14      To establish, change, amend or modify job  
13 duties, tasks, responsibilities or requirements;

14          3.1.15      To expand, reduce, alter, combine, assign, or  
15 cease any job;

16          3.1.16      To establish, change, or modify the number,  
17 types and/or grades of positions of employees;

18          3.1.17      To ensure that duties within departmental job  
19 descriptions, shall be performed by employees;

20          3.1.18      To merge, consolidate, expand, curtail or  
21 discontinue operations, temporarily or permanently, in whole or in  
22 part, whenever in the sole discretion of the Village good business  
23 judgment makes such curtailment or discontinuance advisable;



1                   3.1.19     To contract and/or subcontract any existing  
2 or future work;

3                   3.1.20     To determine whether and to what extent the  
4 work required in its operation(s) shall be performed by employees  
5 covered by this Agreement;

6                   3.1.21     To control the use of equipment and property  
7 of the Village;

8                   3.1.22     To determine the number, location, and  
9 operation of headquarters, annexes, substations and/or divisions  
10 thereof;

11                  3.1.23     To schedule and assign the work to the  
12 employees and determine the size and composition of the work  
13 force;

14                  3.1.24     To determine the services to be provided to  
15 the public, and the maintenance procedures, materials, facilities,  
16 and equipment to be used, and to introduce new or improved  
17 services, maintenance procedures, materials, facilities and  
18 equipment;

19                  3.1.25     To take whatever action may be necessary to  
20 carry out the mission and responsibility of the Village in  
21 emergency situations;

22                  3.1.26     Subject to Article 29, to formulate, amend,  
23 revise and implement policies, rules and regulations, provided

1 however, that such formulation, amendment, revision and/or  
2 implementation is neither arbitrary nor capricious

3           3.1.27 To require employees to observe and obey the  
4 Village's policies, procedures, programs and rules and regulation;

5           3.2 The above rights of the Village are not all inclusive  
6 but indicate the type of matters or rights which belong to and are  
7 inherent in the Village in its general capacity as management. Any  
8 of the rights, powers, and authority that the Village had prior to  
9 entering into this collective bargaining agreement are retained by  
10 the Village, except as specifically abridged, delegated, granted  
11 or modified by this Agreement.

12           3.3 If the Village fails to exercise any one or more of the  
13 above functions from time to time, this will not be deemed a  
14 waiver of the Village's right to exercise any or all of such  
15 functions.

16           3.4 The exercise of the above enumerated rights shall not  
17 preclude the raising of grievances should decisions on the above  
18 matters have the practical consequences of violating the terms and  
19 conditions of this Agreement or impact upon the present conditions  
20 of employment, subject to the provisions of the Public Employees  
21 Relations Act.

**ARTICLE 4. WORK STOPPAGES**

4.1 The Association agrees that, under no circumstances, shall there be any work stoppages, strike, sympathy strike, safety strike, walkout, sit-down, or any other concerted failure or refusal to perform assigned work for any reason whatsoever, or picketing in the furtherance of any of the above-prohibited activities. Further, no on-duty bargaining unit personnel shall refuse to cross any picket line at any location, whether the picketing is being engaged in by the Association or any other employee organization or union, nor shall any bargaining unit personnel refuse to cross any picket line if it would cause him to either stop or delay the employee from reporting to work and/or it in any way hinders or prevents an employee from carrying out his job duties.

4.2 The Association agrees that the Village shall retain the sole and exclusive right to discharge or otherwise discipline some or all of the employees participating in or promoting any of the activities enumerated in paragraph 4.1 above, subject to Article 3, Section 3.1.6.

4.3 It is recognized by the parties that the activities enumerated in paragraph 4.1 above are contrary to the ideals of professionalism and to the Village's community responsibility. Accordingly, it is understood and agreed that in the event of any

1 violation of this Article, the Village shall be entitled to seek  
2 legal and/or equitable relief in any court of competent  
3 jurisdiction.

4       4.4 For the purpose of this Article, it is agreed that the  
5 Association shall be responsible and liable for any act(s)  
6 committed by its officers and/or authorized agents which act(s)  
7 constitute(s) a violation of State law or of the provisions  
8 herein. Further, it is agreed that engaging in any of the  
9 activities enumerated in paragraph 4.1 by any officer(s) and/or  
10 authorized agent(s) of the Association shall constitute a material  
11 breach of this Agreement.

12



**ARTICLE 5. NON-DISCRIMINATION**

5.1 No employee covered by this Agreement will be discriminated against by the Village or the Association with respect to any job benefits or other conditions of employment accruing from this Agreement because of Union membership, non-membership in the Union, Association activity, race, sex, national origin, religion, or age.

**ARTICLE 6. P.B.A. REPRESENTATION**

6.1 Neither party, in negotiations, shall have any control over the selection of the negotiation or bargaining representatives of the other party. The bargaining committee of the P.B.A. shall consist of not more than three (3) representatives. The P.B.A. will furnish the Village with a written list of the P.B.A.'s bargaining committee, prior to the first bargaining meeting, and substitution changes thereto, if necessary.

6.2 The Village and the P.B.A. agree that for the purpose of representation and the conducting of all Association business the maximum number of P.B.A. representatives to be absent from duty at any one time is one (1) and will be consistent with existing minimum shift manning levels.

6.3 The P.B.A. representatives shall be allowed to communicate official P.B.A. business to members prior to on-duty roll call and following off-duty.

6.4 It is agreed to, and understood by the parties, that the Association will select three (3) representatives who may spend a reasonable amount of time, with supervisory approval, for the purpose of representing bargaining unit employees. Supervisory approval shall not be unreasonably withheld.

**ARTICLE 7. ASSOCIATION INFORMATION**

7.1 The Village will furnish the Association with a 20" by 30" bulletin board space and with email addresses of all bargaining unit members. The authorized bulletin board for the Association shall only be used for the posting of official notices of the P.B.A. Reasonable costs incident to preparing and posting of Association materials will be for the posting and removing of Association material on its bulletin board, and for maintaining such board in an orderly condition.

7.2 Upon receipt of a written authorization form from an employee, the Village agrees to deduct the regular Association dues of such employees from his/her pay and remit such deductions to the Association. However, such authorization is revocable at the employee's will upon thirty (30) days written notice to the Village of Bal Harbour and the Association.

**ARTICLE 8. LEGAL ASSISTANCE**

8.1 The Village will undertake the defense of a bargaining unit employee against civil damage suits and may at its discretion file proper and appropriate countersuits, providing that such suit arose out of actions by the employee in the line of duty, that the employee did not act in bad faith, with malicious purpose or in a manner exhibiting wanton and/or willful disregard of human rights, safety or property pursuant to Section 111.07, Florida Statutes, and provided that such defense is requested by the employee and the Village Manager.

**ARTICLE 9. DISCIPLINE AND DISCHARGE**

9.1 Whenever the Village determines that disciplinary action, other than an oral and/or written reprimand, may be warranted against an employee, it shall provide the affected employee a written statement notifying the employee of proposed disciplinary action together with sufficient facts and reasons therefore as will enable the employee to make an explanation and/or defense to such proposed discipline. The employee will be allowed a minimum of seventy two (72) hours within which to respond, either orally and/or in writing, to the Village Manager or his/her designee. The employee may be accompanied by a representative of his/her choice. The Village Manager or his/her designee will make his/her decision, in writing, within ten (10) calendar days after the employee has responded, or from the time his/her response is due, if none is made. A copy will be provided to the employee. However, nothing herein shall preclude the Village from imposing immediate disciplinary action, without advance notice, where the Village believes that giving such notice would result in injury to the employee, a fellow employee, to the Village or its property, or the general public. In such circumstances, the employee will be given reasons for the disciplinary action after it takes effect and will thereafter be entitled to utilize the grievance/arbitration procedure contained



1 in Article 25. If the employee is eventually vindicated, all lost  
2 back pay and benefits will be restored.

3 9.2 If an employee is indicted or has an Information filed  
4 against him/her by the State Attorney's Office, the Police Chief  
5 may, in his/her discretion, suspend the employee without pay. If  
6 the charges are dropped or if the employee is acquitted, all lost  
7 back pay and benefits will be restored.

8 9.3 In cases where the Village chooses to relieve an  
9 employee from duty pending an investigation or other  
10 administrative action, the employee will continue to receive full  
11 salary and benefits during the period he/she is relieved of duty.

12 9.4 This Article applies to probationary employees, except  
13 in discharge cases.

14 9.5 In cases where disciplinary action results in up to a  
15 one (1) day suspension and the employee received a written  
16 reprimand within the previous two (2) years for the same or a  
17 similar incident, the suspension time may be deducted from the  
18 employee's accrued leave time at the employee's option.

**ARTICLE 10. INTERNAL INVESTIGATIONS**

10.1 The Village agrees that it will comply with Sections 112.532 and 112.533, Florida Statutes, with regard to investigations of its officers. Any alleged violations of the foregoing provision will be subject to the Grievance And Arbitration procedure set forth in Article 25 of this Agreement.

**ARTICLE 11. DRUG AND ALCOHOL TESTING**

11.0 DRUG AND ALCOHOL TESTS - The Village and the Association recognize that employee substance and alcohol abuse may have an adverse impact on Village government, the Department's operations, the image of Village employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the Village has a zero tolerance for employee drug use. The parties agree that the Department shall have the right and authority to require employees to submit to drug and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol under the following circumstances:

1. All temporary and permanent employees assigned to the CID and/or undercover units, at the discretion of the Chief of Police or his designee, shall be tested for the presence of any controlled substance, narcotic drug and/or alcohol prior to being assigned to the CID and undercover units. All employees shall also be randomly tested for controlled substances, narcotic drugs, and alcohol abuse no more than two (2) times in a calendar year. The selection of the employees to be tested randomly will be made using a neutral software selection program;

1           2.   All employees who suffer an injury in the line of  
2               duty may be required to submit to a test for the  
3               presence of controlled substances, narcotics drugs,  
4               and alcohol immediately after the accident. If the  
5               injured employee is receiving benefits from  
6               Workers' Compensation, the Chief of Police,  
7               reserves the right to randomly test such employee  
8               for use of controlled substances, narcotics drugs  
9               and alcohol while he/she is receiving Workers'  
10              Compensation benefits; and

11           3.   If the employee's superior officer has a reasonable  
12               belief that the employee is under the influence of  
13               a controlled substance, narcotic drug, and/or  
14               alcohol, suffers from a controlled substance,  
15               narcotic drug, and/or alcohol abuse, or is in  
16               violation of the Departmental Rules and Regulations  
17               regarding the use of such substances such employee  
18               will be required to submit to a test for the  
19               presence of those substances. It is also  
20               understood by the parties that the aforementioned  
21               authority to require an employee to submit to such  
22               testing must be also approved by the Chief, or his  
23               designee, prior to the administration of said test.

1           It is understood and agreed that the tests conducted  
2 under this Article shall be administered in a purely employment  
3 context only as part of the Village's legitimate inquiry into the  
4 use of any controlled substance, narcotic drug, or alcohol by its  
5 employees. All drug and alcohol tests will be conducted in  
6 accordance with Chapter 112 of the Florida Statutes.

7           A positive drug test shall result in the immediate  
8 termination of the employee. A positive alcohol test shall result  
9 in appropriate disciplinary action, up to and including dismissal,  
10 in accordance with the applicable provisions of the Village Code,  
11 this Agreement, the Departmental Rules and Regulations and State  
12 Statutes. The parties agree that any employee refusing to submit  
13 to drug or alcohol testing in accordance with the provisions of  
14 this Article shall be terminated from employment.

15



**ARTICLE 12. CONFIDENTIAL RECORDS**

12.1 Employees covered by this Agreement shall have the right to inspect their official personnel file, wherever located, provided, however, that such inspection shall take place at reasonable times. The employee shall have the right, at their own expense, to make duplicate copies of any items contained in their personnel file.

12.2 Employees covered by this Agreement shall have the right to file a written response to any letter of reprimand or other document, which is hereafter placed in their official personnel file. At the employee's request, any such written response shall be included in their official personnel file together with the letter of reprimand and other document against which it is directed.

12.3 To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the Village agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph and/or personnel file without his/her express consent.

12.4 An employee's main personnel file, located in the Village Manager's office, will be the official personnel file.

1           12.5 Counseling forms contained in an employee's official  
2 personnel file shall become void after one (1) year from the date  
3 of the occurrence giving rise to the notice and such void  
4 counseling forms shall not be used as the basis of future  
5 discipline. No disciplinary actions which are rescinded (either  
6 voluntarily or due to an arbitration panel's award) shall be  
7 considered for any purpose in determining future disciplinary  
8 action.

9

**ARTICLE 13. BASIC WORKWEEK AND OVERTIME**

13.1 For employees covered by this Agreement and who are on twelve (12) hour shifts<sup>1</sup>, the basic work cycle shall consist of eighty (80) hours of duty within a fourteen (14) day period. Employees may be assigned to work a cycle which provides for regular work assignments which are more or less than eighty (80) hours within a fourteen (14) day period, provided that the assigned hours worked average eighty (80) hours per fourteen (14) day period over a reasonable period of time, not to exceed three (3) months. Officers who are assigned to a twelve (12) hour duty schedule will normally work seven (7) twelve (12) hour shifts in a two (2) week period. These officers will be given a twelve (12) hour shift off with pay every six (6) weeks. In the event the officer is required to work this shift, they shall be paid at one and one half (1.5) times their current base rate of pay for all hours worked.

13.2 Those who are on ten (10) and eight (8) hour shifts, will have a work week consisting of seven days and any hours worked in excess of forty (40) hours shall either be paid at one and one half times the employee's regular rate of pay or through compensatory time calculated in the same manner.

---

<sup>1</sup> It is the intention of the parties to follow the current twelve-hour work day schedule with the Village incurring no additional overtime liability.

1        13.3 The choice as to Comp Time or pay shall be made by the  
2 employee. The earning of Comp Time shall be subject to the  
3 limitations on the accumulation of Comp Time in Article 34.  
4 "Hours worked" shall be determined in accordance with and as  
5 defined in the FLSA.

6        13.4 In consideration of the above overtime provisions and  
7 compensation at one and one-half (1-1/2) times the employee's  
8 straight time rate of pay, it is agreed and understood that  
9 compensation for roll call and duty transfer time is included in  
10 the basic pay for any shift.

11       13.5 Employees' schedules and/or days off may be changed  
12 within the seven (7) day work period only for assigned training  
13 and normal shift rotation. If an employee is called in to work on  
14 a normal day off, other than for training or due to normal shift  
15 rotation, he/she shall be paid overtime or at one and one-half (1-  
16 1/2) times his/her regular rate of pay, and shall not be given  
17 another day off unless such day is requested by the employee.

18       13.6 Whenever a shift rotation occurs, officers rotating will  
19 be entitled to at least eight (8) hours off-duty before returning  
20 to work, insofar as possible. If an employee has to work  
21 continuous shifts or continuous work days due to normal shift  
22 rotation, his days off may be adjusted within the same pay period  
23 by the Department.

1        13.7 When it is necessary for the Village to require  
2 employees to return to work, not within their regularly assigned  
3 shift, the Village will compensate the employees for a minimum of  
4 three (3) hours pay at their overtime rate of pay. However, if an  
5 employee is working a private duty detail within Bal Harbour  
6 Village when he/she is required to return to work not within  
7 his/her regularly assigned shift, the Village will compensate the  
8 employee for a minimum of two (2) hours pay at his/her overtime  
9 rate.

10       13.8 Any employee who is required to appear as a witness as a  
11 result of job-related employment with the Village shall be  
12 entitled to the following.

13           A.    Regular pay if called to testify during regularly  
14                scheduled work hours.

15           B.    If called to testify in person outside the  
16                employee's regular hours of work, the employee  
17                shall be entitled to overtime compensation for  
18                every hour or fraction thereof during which  
19                he/she was in attendance or appearance, but in no  
20                event less than four (4) hours. For virtual  
21                court appearances, the minimum compensation for a  
22                court appearance under this section is three (3)  
23                hours.



1           C.    In such cases, the employee will submit the  
2                   witness fee to the Village.

3           13.9 Bargaining unit employees who work eight (8) hour shifts  
4 shall be entitled to a one-half (1/2) hour meal break during each  
5 eight (8) hour shift, without loss of pay. Those who work ten  
6 (10) hour shifts shall be entitled to a forty-five (45) minute  
7 meal break during each ten (10) hour shift, without loss of pay.  
8 Those who work twelve (12) hour shifts shall be entitled to a one  
9 (1) hour meal break during each twelve (12) hour shift, without  
10 loss of pay.

11          13.10 Employees shall be provided written notice on the first  
12 day of the month preceding a regularly scheduled shift rotation,  
13 or earlier, in order to make an orderly readjustment to their  
14 personal schedules. An interim temporary shift change required by  
15 operational necessity will be noticed to the employee at least 24  
16 hours in advance of the scheduled shift. If less than 24 hours  
17 notice is given the employee will receive overtime pay for the  
18 shift worked.

19          13.11 Sick leave shall generally be considered "hours worked"  
20 for the purposes of calculating overtime pursuant to Section 13.1.  
21 However, once an officer uses more than six days of sick leave in  
22 any fiscal year, any sick leave used thereafter shall not be  
23 considered "hours worked" for the purposes of calculating overtime  
24 for the remainder of that fiscal year. In a fourteen (14) day

1 work period, in which no sick leave is used by an employee who has  
2 exceeded the six-day per calendar year threshold, the calculation  
3 of overtime shall not be affected by this section.

4 13.12 On an experimental and trial basis, the Chief of Police  
5 may institute a work schedule for some or all bargaining unit  
6 members consisting of four days of work followed by two days off.  
7 This schedule, if implemented, shall be designed, instituted and  
8 discontinued at the sole and absolute discretion of the Police  
9 Chief. The Police Chief's decisions with respect to this "4 X 2"  
10 program are not grievable or arbitrable.

**ARTICLE 14. PROMOTIONS TO RANK OF SERGEANT**

14.1 Recognizing the need for a qualified supervisory staff to effectively guide the patrol force on the Bal Harbour Village Police Department, the following regulations shall govern the process of promotions to the position of Police Sergeant.

14.2 When a vacancy arises in a budgeted Sergeant's position, the Village shall have thirty (30) calendar days within which to decide whether or not to fill said vacancy. If it decides not to fill the open position, it will remain unfilled for the remainder of the fiscal year. If the Village decides to fill a budgeted vacancy, and if a valid eligibility list is in existence, the Village will fill the vacancy from the list within sixty (60) days after the vacancy arises. An eligibility list must have one (1) name on it in order to be valid. However, the Police Chief, in his sole discretion, may void an eligibility list with only one (1) name on it. Otherwise, a valid eligibility list shall be effective for twenty-four(24) months. If the Village decides to fill a budgeted vacancy where no valid list exists or when the Police Chief has voided an eligibility list with only one (1) name on it, the Village shall immediately announce a promotional examination pursuant to Section 14.5. At that time, the eligibility to take the promotional exam "cuts off." Thereafter, the Village shall fill the vacancy as soon as practicable.

1        14.3 The examination process will consist of both a written  
2 examination and an appearance before the Oral Review Board.  
3 Following the successful completion of the written portion of the  
4 promotional exam (minimum passing score will be seventy percent  
5 (70%)), each candidate shall appear before the Oral Review Board.  
6 The Oral Review Board will consist of three (3) superior officers  
7 from outside the Village's Police Department appointed by the  
8 Chief of Police. All members of the Board shall possess the  
9 following credentials: (1) be a Florida certified law enforcement  
10 officer; (2) have five (5) years or more of Florida experience as  
11 a paid full-time law enforcement officer; (3) be currently  
12 employed in a law enforcement in Miami-Dade County; and (4) have  
13 held the rank of Sergeant or above for at least two (2) years.  
14 The subject matter to be included in the examination process will  
15 be chosen by superior officers selected by the Chief of Police.  
16 Both the written examination and the questions to be asked by the  
17 Oral Review Board during the oral part of the examination will be  
18 outsourced to a reputable organization of the Chief of Police's  
19 choosing. The written examination will be worth seventy percent  
20 (70%) of the total cumulative score and the Oral Review Board's  
21 examination will be worth thirty percent (30%) of the total  
22 cumulative score. Questions administered by the Oral Review Board  
23 will be selected at random from the prepared questions developed  
24 by the testing organization. All applicants will be asked the

1 same questions, which are selected randomly and are then discarded  
2 after their use in a particular promotional process.

3 14.4 The Village agrees to assure that written examinations  
4 are validated in accordance with established validation standards  
5 and techniques of the chosen reputable organization. The purpose  
6 of using "established validation standards and techniques" is to  
7 allow the Village to use tests that have been developed by  
8 reputable organizations. It is agreed that the particular  
9 validation method used by the Village will be decided upon by the  
10 Chief of Police in his sole and exclusive discretion.

11 14.5 The Village will announce promotional examinations at  
12 least forty-five (45) days in advance of said examinations. The  
13 Village will list the areas which the examination will cover and  
14 the sources from which the examination is drawn.

15 14.5.1 Such examinations shall be restricted to  
16 present employees serving in a lower related classification for a  
17 minimum of two (2) years.

18 14.5.2 At the time a new promotional examination is  
19 given, all eligible employees who wish to be on the new list must  
20 take the new examination. No employees will be placed on the new  
21 list as a result of previous test scores.

22 14.6 All employees shall be notified of their scores and a  
23 list of eligible candidates shall be compiled. If no applicants  
24 have attained a passing score, the Village may, at its discretion,



1 appoint an "acting" Sergeant to fill the position. The Village  
2 will thereafter re-announce a test in order to permanently fill  
3 the vacancy. All employees eligible at the time of re-  
4 announcement may take the second test.

5 14.7 The Chief of Police shall be the final and exclusive  
6 authority in determining which officers are to be promoted;  
7 provided only that his/her choices shall be limited to the four(4)  
8 highest scoring officers, as determined by a combination of scores  
9 and credits as hereinabove set forth. The Chief shall have the  
10 right to consider an employee's past performance and disciplinary  
11 record as a determinate in the promotion process.

12 14.8 Officers promoted to the rank of Sergeant will receive  
13 appropriate training from accredited instructors during the  
14 probationary period. Insofar as possible, the training must be  
15 for at least forty (40) hours, and accomplished during the first  
16 ninety (90) days of the probationary period. Training will be  
17 scheduled, where practicable, during normal duty hours.

18 14.9 The probationary period of employees promoted to  
19 Sergeant shall be one (1) year. Such employees shall have no  
20 right to utilize the grievance procedure nor have any other right  
21 of review or appeal, concerning demotion.

**ARTICLE 15. LAW ENFORCEMENT TRAINING**

15.1 Within a reasonable period of time following the end of each regular or special session of the Florida Legislature during which the Criminal or Traffic Laws were altered, the Village will provide training sessions for all bargaining unit employees, and such employees shall familiarize themselves with the new or altered laws.

15.2 The Village will make readily available to bargaining unit employees Legal Bulletins of the Miami-Dade Police Department, and other pertinent training information.

15.3 The Village will make a reasonable effort to allow bargaining unit employees to attend State Approved in-service training courses.

15.4 All firearms training will be conducted by the Dade County Firearms Training Unit, a National Rifle Association licensed instructor, or other State authorized agency. Further, the Village will undertake to certify one of the members of this department to conduct such training.

15.5 The Village agrees to schedule two (2) additional days per year for range training. The two (2) additional days will be posted, with a signup sheet made available. Attendance is voluntary and a range master will be in attendance. Officers who

1 volunteer to participate shall do so on off-duty time. The cost  
2 of ammunition and range fees to be paid by the Village. If there  
3 is no response to the additional two (2) days of range training  
4 they will be canceled.

5 15.6 When practical, range training will be conducted at the  
6 new Dade County range, the Miami Shores range, or comparable  
7 facility.

8 15.7 The Village shall use its best efforts to provide  
9 presentations for use as "roll call" training when available from  
10 the Miami-Dade Police Department.

11 15.8 Each bargaining unit employee who is assigned and is  
12 performing duties as the primary Field Training Officer ("FTO")  
13 for a trainee shall receive a 5.0% pay supplement during such  
14 assignment. Bargaining unit employees temporarily assigned to  
15 fill in for an absent or unavailable FTO shall not receive any pay  
16 supplement. It is the intent of the parties that only one  
17 bargaining unit member per trainee shall receive a pay supplement  
18 at any one time.

19

**ARTICLE 16. REPLACEMENT OF PERSONAL OR PUBLIC  
PROPERTY OR EQUIPMENT**

16.1 The Village agrees to reimburse any employee for loss or damage to the employee's personal property if said loss or damage was incurred by the employee while acting within the course of his/her official duties, was not otherwise compensated or reimbursed by other sources and was not the result of the employee's negligence. All such determinations are to be made by the Village Manager in his/her sole and exclusive discretion.

16.2 The reimbursement paid pursuant to Section 16.1 shall be limited to \$250.00 per incident, per employee. Reimbursements may be paid in excess of \$250.00 in the sole and exclusive discretion of the Village Council.

16.3 Any public property or personal property of another that is lost, damaged or destroyed as the result of negligence on the part of an employee, shall be replaced by the employee without cost to the Village, less any insurance protection afforded the Village.

**ARTICLE 17. VACATION LEAVE**

17.1 Bargaining unit employees shall receive vacation leave with pay at their straight time rate during active status on the following basis:

17.1.1 For the first year of service, employees shall accrue 3.076 hours bi-weekly for a total of 80 hours.

17.1.2 For the second (2nd) through tenth (10th) year of service, employees shall accrue 4.615 hours bi-weekly for a total of 120 hours.

17.1.3 For the eleventh (11th) through twentieth (20th) year of service, employees shall accrue 6.153 hours bi-weekly for a total of 160 hours.

17.1.4 For the twenty-first (21st) year of service and thereafter, employees shall accrue 7.692 hours bi-weekly for a total of 200 hours.

17.1.5 Employees with less than one (1) year of service shall not be compensated for accrued leave upon termination.

17.2 Bargaining unit employees are encouraged to take good advantage of a vacation leave each year. A vacation leave may only be postponed beyond the following calendar year with the advance approval of the Village. Employees will be compensated for unused vacation leave upon termination.



1           17.3 The dates of all leaves shall be approved by the Chief  
2 of Police and will be scheduled so as to create a minimum of  
3 hardship on the regular work schedule. The Village will make  
4 reasonable effort to meet the desires of the employees, consistent  
5 with the requirements of its operations, and will give preference  
6 to the most senior employees as defined in Section 24.1 of this  
7 Agreement in scheduling vacation requests.

8

**ARTICLE 18. HOLIDAYS**

18.1 The Village recognizes the following thirteen (13) official holidays for bargaining unit employees:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th
Two (2) Floating Holidays	On dates agreed to by employee and Chief of Police.

18.2 In consideration of the holidays listed above, bargaining unit employees shall receive thirteen (13) days of compensatory time per year at their straight time rate of pay, whether or not the employee works the listed holidays, subject to the limitations contained in Article 34.

18.3 Bargaining unit employees who are required to work a minimum of four (4) hours during any holiday above, other than Thanksgiving Day or Christmas Day, shall receive their regular pay or compensatory time for a holiday worked at one and one-half (1/2) times their straight time rate of pay. Bargaining unit members who are required to work a minimum of four (4) hours on Thanksgiving Day or Christmas Day shall receive their regular pay or compensatory time for a holiday worked at two (2) times their

1 straight time rate of pay. The foregoing provision applies  
2 whether the holiday worked is on an employee's regularly scheduled  
3 work day or is an extra or overtime shift worked by the employee.

4 18.4 Bargaining unit employees shall have the option of  
5 receiving pay or compensatory time for a holiday worked subject to  
6 the limitations on accumulation of Comp Time contained in Article  
7 34.

8 18.5 Detectives and employees on "light duty" who are  
9 scheduled to work on a holiday and who are designated by the  
10 Village as non-essential personnel for that day may be directed by  
11 the Village to take the holiday off and be paid their regular pay  
12 only for that day.

13

**ARTICLE 19. SICK LEAVE**

19.1 Sick leave is provided by the Village in order to help safeguard employee health and morale and to ensure that the employee can perform his/her duties efficiently and safely. It is understood and agreed that sick leave is entirely a privilege and is not a right than an employee may use at his/her discretion. Sick leave shall be allowed only in cases of actual personal illness, disability or as otherwise authorized in this Agreement. Sick leave shall not be used for routine medical or dental appointments.

19.2 Effective October 1, 2024, employees will accrue sick leave as follows:

Less than 13 years of sworn Village service:

100 hours/year for 10 hour shift employees

120 hours/year for 12 hour shift employees

13 or more years of sworn Village service:

120 hours/year for 10 hour shift employees

144 hours/year for 12 hour shift employees

In Fiscal Year 2025 (i.e., October 1, 2024 through September 30, 2025), sick leave will be front loaded. Beginning October 1,

1 2025, employees will accrue sick leave each pay period. For  
2 purposes of this section, "days" shall equal the number of hours  
3 each respective member works in his/her regularly assigned shift  
4 (currently either 10 or 12 hours). Beginning October 1, 2025,  
5 employees will be required to use their accrued sick leave days to  
6 be paid for days they do not work due to illness.

7 19.3 In the event an employee has a "serious health  
8 condition" under the Family Medical Leave Act ("FMLA") and is  
9 approved for FMLA leave during the term of this Agreement, after  
10 the employee has exhausted his/her accrued sick leave, the Village  
11 shall provide the employee with paid leave for the duration of the  
12 FMLA leave (capped at a total of 480 hours, inclusive of the sick  
13 leave accrued and used by the employee), provided that the  
14 employee's illness or disability is not the result of non-police  
15 employment, actions involving moral turpitude or intoxication  
16 through the use of alcohol or narcotics by the employee.

17 19.4 A record of sick leave shall be maintained for each  
18 employee. Bargaining unit employees agree to notify the Village  
19 of their intent to utilize sick leave in advance of working hours  
20 where possible.

21 19.5 A medical certificate attesting to the employee's (or  
22 employee's immediate family member pursuant to Section 19.7  
23 herein) illness and/or disability and/or his/her lack of fitness  
24 for the performance of duties may be required for each sick leave



1 absence in excess of three (3) work shifts. The Chief of Police's  
2 personal knowledge of an employee's illness or disability may  
3 suffice. It is further agreed that such medical certification may  
4 be required by the Village, for any lesser period of sick leave  
5 absence.

6 19.6 For each critical illness involving different  
7 individuals in the immediate household, employees will be entitled  
8 to a maximum of three (3) days sick leave per year for each  
9 individual. Critical illnesses shall be those in which the  
10 continuation of life of the patient is in question. The Village  
11 may require certification for such leave.

12 19.7 In cases of an on-duty injury, once an employee is  
13 cleared for limited or full duty by the employees' Worker's  
14 Compensation physician, any further absences related to the injury  
15 will be considered as sick leave in accordance with this Article  
16 unless the Workers' Compensation physician changes the status.  
17 This provision will not affect any provision of Article 23 of this  
18 Agreement titled "Injuries in the Line of Duty."

19 19.8 Upon separation of employment, the Village shall provide  
20 a payout for unused sick leave as follows:

21 Less than 15 years of sworn Village service	50%
22 15 or more years of sworn Village service	100%

1 The maximum amount of sick leave that will be paid out is 600  
2 hours. Notwithstanding the foregoing, employees who are in the  
3 DROP as of the date of ratification of this Agreement or who join  
4 the DROP or retire from Village service on or before September 30,  
5 2027 shall be eligible for a maximum sick leave payout of 750  
6 hours.

7 19.9 Nothing herein prevents an employee from using approved  
8 FMLA leave without pay or accrued paid vacation or compensatory  
9 time to stay out longer to address such critical illness.

10

11

**ARTICLE 20. BEREAVEMENT LEAVE**

20.1 Bereavement leave shall be granted with pay for a maximum of three (3) days for actual attendance at the funeral of a deceased member of the employee's immediate family. Immediate family is defined as spouse, children, parents, grandparents, brothers or sisters, or like relative of a spouse, or any blood relative who resided in the same household whose ties would normally be considered immediate family, or any relative determined by the Chief of Police to be appropriately classified as "immediate family." If out-of-state travel is necessary, three (3) extra days will be granted.

**ARTICLE 21. INSURANCE BENEFITS**

21.1 The Village shall provide group health insurance for its regular full-time employees as set forth in this Article.

21.2 The PBA shall have the right to appoint a representative to sit in on any committee appointed to select a new insurance carrier. However, the insurance carrier ultimately utilized to provide health care insurance to affected employees will be selected in the sole and exclusive discretion of the Village Manager.

21.3 The Village will offer its employees an HMO plan. Effective October 1, 2015, employees who elect to participate in the HMO Plan shall pay twenty percent (20%) of the total premium for whatever type of coverage they select (i.e., single, spouse, child(ren) or family). Employee health insurance contributions will be deducted from an employee's pay on a pro rata basis every pay period.

21.4 The Village also will offer its employees an option to participate in a PPO plan. If an employee elects to participate in the PPO Plan, the employee shall pay the premiums set forth in section 21.3 and any difference in premiums between the HMO Plan and the PPO Plan.

21.5 Any employee wishing to opt out of the health insurance provided by the Village must provide the Village

1 Manager with proof of health insurance coverage elsewhere.  
2 Employees who elect to have health insurance coverage elsewhere  
3 will be reimbursed monthly one-half of the Village's cost of  
4 individual HMO coverage.

5       21.6 The Village shall pay three hundred and fifty dollars  
6 (\$350.00) per month for each bargaining unit member who retires  
7 after October 1, 2006 ("Retirees") under the normal retirement  
8 criteria set forth in the police officer's pension plan until  
9 such time as the Retiree reaches age 65. The Village shall pay  
10 four hundred fifty dollars (\$450.00) per month for each  
11 bargaining unit member who retires after November 16, 2021  
12 under the normal retirement criteria set forth in the applicable  
13 pension plan until such time as the Retiree reaches age 65.  
14 For employees in FRS, the foregoing amount will be reduced by  
15 whatever stipend he/she receives from FRS. This increased  
16 stipend will not be available to any employees who retire under  
17 the early out retirement provision contained in Article 27 of  
18 this Agreement. These funds shall be used by the Retiree to pay  
19 for his/her health insurance premium. In order to qualify for  
20 this benefit, Retirees will be required to complete an annual  
21 affidavit certifying that they are not receiving other monies to  
22 pay for their health insurance premiums. The penalty for fraud  
23 in this regard will be the full reimbursement to the Village for  
24 all monies collected, all costs associated with such collection,



1 and the forfeiture of this benefit in the future.

**ARTICLE 22. EDUCATIONAL ASSISTANCE**

22.1 The Village, in its efforts to encourage its bargaining unit members to acquire a greater knowledge in their field of employment, agrees to bear the cost of required tuition, matriculation and laboratory fees, but excluding books and materials, for job-related educational courses to better equip the officers for the performance of the particular job and/or position in which they are employed. Maximum limitation on reimbursement shall be \$2,000.00 per individual per fiscal year, except that an individual enrolled in a Village-sponsored or approved higher education cohort program shall be eligible for reimbursement of up to \$3,000.00 per fiscal year.

22.2 Every request for educational assistance shall be submitted along with all supporting documentation prior to enrollment and shall be subject to the prior approval of the Village Manager; the Village Manager shall make a decision within one week of the date the request is submitted; the decision of the Village Manager shall be final in all respects.

22.3 Reimbursement as outlined in Subsection 1 (above) shall be made payable to employees covered under this Agreement, provided the employee successfully completes the course(s) and depending on the grade achieved by the employee as outlined below.

Tentative CBA 7-7-25

1           Grade A:           100% reimbursement

2           Grade B:           100% reimbursement

3           Grade C:           75% reimbursement

4           Less than C:       0% reimbursement

5           Withdrawal:        0% reimbursement

6   The Village will make every effort to make reimbursements within  
7   thirty (30) days from the date that full documentary evidence of  
8   completion is submitted.

9           22.4 In the event any bargaining unit member, as hereinabove  
10   set forth, shall take advantage of the benefits provided in this  
11   Article, then the said officer shall become obligated to remain in  
12   the employ of the Village of Bal Harbour for a minimum of twelve  
13   (12) months succeeding the conclusion date of any course of  
14   instruction for which the Village has made any payment hereunder.  
15   In the event such officer shall voluntarily sever his/her  
16   connections with the Village of Bal Harbour prior to twelve (12)  
17   months after conclusion of such courses, then the said officer  
18   shall repay to the Village all sums expended on his/her behalf  
19   hereunder, within the previous year.

20           22.5 The Village agrees that all bargaining unit members who  
21   serve on the Village's Employee Pension Board (maximum two  
22   members) shall be granted up to and including six (6) days of paid  
23   administrative leave to attend pension related seminars and  
24   training. Attendance shall be approved by the Chief of Police

1 thirty (30) days in advance as scheduled by the current pension  
2 board.

3

4

**ARTICLE 23. INJURIES IN THE LINE OF DUTY**

23.1 If an employee is injured in the line of duty and is entitled as a matter of law to receive Workers' Compensation benefits under Florida's Workers' Compensation Act, the Village will supplement such compensation so that the employee will receive full pay, and he will continue to accrue seniority benefits, for up to one hundred twenty (120) working days resulting from time lost due to the injury. The one hundred twenty (120) working day period may be extended for a period of sixty (60) working days by the Village Manager. Such extension shall not be unreasonably withheld. If the employee receives any other payments from social security, the Village's disability insurance plan, etc., the employee shall immediately report said amounts to the Village and the Village will reduce its supplemental payments to the employee by that amount. It is intended that no employee should ever receive more than his/her full pay.

23.2 If the employee is absent from work for more than one hundred eighty (180) working days, and the Village Manager, determines that she wants to fill the employee's position, she may place the employee on a medical leave of absence for the purpose of further rehabilitation or as a prelude to disability retirement. In that event, the employee will remain eligible for



1 reinstatement to an available and open position for an eighteen  
2 (18) month period if, in the determination of the Village Manager,  
3 based upon reports of a physician designated by the Village, the  
4 employee becomes able to perform the job. Upon reinstatement, the  
5 employee will be returned to the pay step and seniority status in  
6 effect at the time full pay by the Village was terminated.

7 23.3 When so directed by the Village, any employee shall  
8 present himself/herself to an examination at any reasonable time  
9 to any physician designated by the Village. The Village will bear  
10 the full expense of said examination. The refusal of any such  
11 employee to present himself/herself for an examination as directed  
12 will operate to automatically terminate his/her disability leave.

13 23.4 Whenever an employee on disability leave becomes  
14 physically able to perform some useful light duty work for the  
15 Village, as approved by the employee's treating physician, he/she  
16 may be required to do so as a condition to receiving the benefits  
17 specified in paragraph 23.1.

18 23.5 The time period mentioned in Section 23.1 is any one  
19 hundred eighty (180) working days per injury, and need not  
20 necessarily be consecutive days.

21 23.6 The Village recognizes the Police Officers' Heart/Lung  
22 Bill codified in section 112.18 of the Florida Statutes.

**ARTICLE 24. SENIORITY**

24.1 Seniority shall consist of continuous accumulated paid service in the Police Department. Seniority shall be computed from the date of appointment and shall accumulate during paid absences because of illness, injury, vacation, military or other authorized leave.

24.2 Vacation leaves for each calendar year shall be drawn by employees on the basis of seniority preference, subject to the needs of the Village.

24.3 In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his/her present classification from a lower classification in which he/she held a permanent appointment shall be given a position in a lower classification. His seniority in the lower classification shall be established according to the seniority in the classification from which the employee was laid off. The Village further agrees that no new employees shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work.

**ARTICLE 25. GRIEVANCE AND ARBITRATION PROCEDURE**

25.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties. For the purpose(s) of this Article, a grievance is limited to and defined as any dispute, difference or controversy involving the application or interpretation of this Agreement.

25.2 Time is considered to be of the essence for purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned and cannot be re-filed. Any grievance not answered by the Village within the time limits provided below will automatically advance to the next higher step of the grievance procedure. Time limits may be extended only by mutual written agreement.

25.3 Employees may request to have an Association representative present at any step of the grievance procedure.

25.4 Grievances shall be presented in the following manner, **except that Grievances challenging discipline involving a loss in pay will proceed directly to Step 3 below:**

STEP 1: The employee shall first take up his/her grievance with his/her immediate supervisor within ten (10) calendar days of

1 the occurrence, or of knowledge of the occurrence of the events  
2 which gave rise to the grievance. Such grievance shall be  
3 presented to the supervisor in writing, shall be signed by the  
4 employee and shall specify: (a) the date of the alleged  
5 grievance; (b) the specific article or articles of this Agreement  
6 allegedly violated; (c) the facts pertaining to or giving rise to  
7 the alleged grievance; and (d) the remedy requested. The  
8 employee's immediate supervisor shall, within ten (10) calendar  
9 days after the presentation of the grievance (or such longer  
10 period of time as is mutually agreed upon), render his/her  
11 decision on the grievance in writing.

12 STEP 2: In the event that the employee is not satisfied  
13 with the disposition of the grievance in STEP 1, he/she shall have  
14 the right to appeal the immediate supervisor's decision to the  
15 Police Chief within ten (10) calendar days after the date of the  
16 issuance of the supervisor's decision. Such an appeal must be  
17 accompanied by the filing of a copy of the original written  
18 grievance together with a letter signed by the employee requesting  
19 that the supervisor's decision be reversed or modified. The  
20 Police Chief shall, within ten (10) calendar days (or such longer  
21 period of time as is mutually agreed upon), render his/her  
22 decision in writing. The Police Chief shall schedule a meeting  
23 with the grievant prior to rendering his/her decision if so  
24 requested by the grievant.

1        STEP 3:    In the event that the employee is not satisfied  
2 with the disposition of the grievance in STEP 2, he/she shall have  
3 the right to appeal the Police Chief's decision to the Village  
4 Manager within ten (10) calendar days after the date of the  
5 issuance of the Police Chief's decision. Such an appeal must be  
6 accompanied by the filing of a copy of the original written  
7 grievance together with a letter signed by the employee requesting  
8 that the Police Chief's decision be reversed or modified. The  
9 Village Manager or his/her designee shall, within ten (10)  
10 calendar days (or such longer period of time as is mutually agreed  
11 upon), render his/her decision in writing. The Village Manager or  
12 his/her designee shall schedule a meeting with the grievant prior  
13 to rendering his/her decision if so requested by the grievant.

14        25.5 Where a grievance is general in nature in that it  
15 applies to a number of employees having the same issue to be  
16 decided, or if the grievance is directly between the Association  
17 and the Village, it shall be presented directly at STEP 3 of the  
18 grievance procedure, within the time limit provided for the  
19 submission of a grievance in STEP 1, and signed by the aggrieved  
20 employees or the Association representative on their behalf.

21        25.6 In the event a grievance processed through the grievance  
22 procedure has not been resolved at STEP 3 above, the Association  
23 (but not an individual employee) may request that the grievance be  
24 submitted to arbitration within ten (10) calendar days after the



1 Village Manager or his/her designee renders a written decision on  
2 the grievance; provided, however, that in cases where disciplinary  
3 actions result in up to a one (1) day suspension, employees will  
4 be limited in their appeal only to the Village Manager or his/her  
5 designee; provided further that for this restriction to apply, the  
6 employee must have received a written reprimand within the  
7 previous two (2) years for the same or a similar incident. The  
8 arbitrator may be any impartial person mutually agreed upon by the  
9 parties. However, in the event the parties are unable to agree  
10 upon said impartial arbitrator, the parties shall jointly request  
11 the American Arbitration Association to furnish a panel of five  
12 (5) names from which each party shall have the option of striking  
13 the unacceptable names.

14 25.7 The Village and the Association shall mutually agree in  
15 writing as to the statement of the grievance to be arbitrated  
16 prior to the arbitration hearing, and the arbitrator, thereafter,  
17 shall confine his decision to the particular grievance thus  
18 specified. In the event the parties fail to agree on the  
19 statement of the grievance to be submitted to the arbitrator, the  
20 arbitrator will confine his consideration and determination to the  
21 written statement of the grievance presented at STEP 3 of the  
22 grievance procedure. The arbitrator shall have no authority to  
23 change, amend, add to, subtract from, or otherwise alter or  
24 supplement this Agreement or any part thereof or amendment

1 thereto. The arbitrator shall have no authority to consider or  
2 rule upon any matter which is stated in this Agreement not to be  
3 subject to arbitration or which is not a grievance as defined in  
4 this Article, except to the extent as specifically provided  
5 herein.

6 25.8 The arbitrator shall confine himself/herself exclusively  
7 to the question(s) presented to him, which question(s) must be  
8 actual and existing.

9 25.9 Each party shall bear the expense of its own witnesses  
10 and of its own representatives for the purposes of the arbitration  
11 hearing. The impartial arbitrator's fee and related expenses and  
12 expenses of obtaining a hearing room, if any, shall be equally  
13 divided between the parties. Any person desiring a transcript of  
14 the hearing shall bear the cost of such transcript unless both  
15 parties mutually agree to share such cost.

16 25.10 The arbitrator's award shall be final and binding upon  
17 the parties. However, in cases involving suspension, demotion or  
18 termination, it is agreed that the selection procedures contained  
19 in Section 25.6 shall not apply. Rather, there shall be a three  
20 (3) member Board selected to hear the case, and render a final and  
21 binding award. All members of the Board shall possess the  
22 following credentials: (1) be Florida certified law enforcement  
23 officers; (2) have five (5) years or more of Florida experience as  
24 a paid full-time law enforcement officer; (3) be currently

1 employed in law enforcement in Dade County; and (4) have held the  
2 rank of Sergeant or above for at least two (2) years. A person  
3 meeting qualifications 1-4 above shall be deemed a "Qualified  
4 "Person." Within fourteen (14) days of the date an appeal is  
5 filed (the "Selection Period"), the Village and the Association  
6 shall each "appoint" one (1) member of the Board. "Appointment"  
7 for the purposes of this section shall mean performing, within the  
8 relevant period, the following.

9 1. Selection of a Qualified Person;

10 2. Acceptance by that Qualified Person; and

11 3. "Notification" of the name of the Qualified Person.

12 For purposes of this section Notification to the Association shall  
13 be to the President of the Association and the Modification to the  
14 Village shall be to the Village Manager. If the Village does not  
15 make an Appointment within the Selection Period, the Village is  
16 deemed to have withdrawn the disciplinary action and the  
17 Association and the party or parties involved in the action are  
18 deemed to have accepted the withdrawal. If the Association does  
19 not make an Appointment within the Selection Period, the  
20 Association and the party or parties involved in the action are  
21 deemed to have waived the appeal and accepted the disciplinary  
22 action. Within the Selection Period, the Village shall deliver to  
23 the President of the Association a list (the "List") containing  
24 names and telephone numbers of five (5) Qualified Persons that the

1 Village will accept as the third member of the Board. Within  
2 seven (7) days after the date the Association receives the List  
3 (the "List Selection Period"), the Association shall make an  
4 appointment from the List of the third member of the Board. If  
5 the Association fails to make an Appointment from the List within  
6 the List Selection Period, the Village shall within seven (7) days  
7 make an Appointment of the third member of the Board. It is  
8 expressly agreed that, with respect to any case involving  
9 suspension, demotion or termination, if there exists any issue  
10 concerning arbitrability, including but not limited to the issues  
11 of timeliness, waiver, estoppel and/or acquiescence, or if there  
12 is a dispute as to the qualifications of a Board member, all such  
13 questions shall first be decided by an arbitrator selected through  
14 the procedures contained in Section 25.6.

15 25.11 For the first twelve (12) months of consecutive service  
16 (beginning the date upon which the employee is certified by the  
17 State of Florida as a Police Officer or if the employee is  
18 certified when hired), probation shall begin upon the date of  
19 employment as a Police Officer with the Village, an employee is  
20 probationary. That is, the employee serves at the will and  
21 pleasure of the Village and thus he/she may be discharged without  
22 explanation and for any reason deemed sufficient by the Village.  
23 Accordingly, probationary employees shall have no right to utilize

1 this grievance/arbitration procedure for any matter concerning  
2 discharge.

3 25.12 The Association will be furnished with a copy of each  
4 grievance filed by an employee within the bargaining unit, and the  
5 Village's response(s) thereto.

6 25.13 The Association will not be required to process the  
7 grievances of non-members. However, the Association agrees that  
8 it will provide the Village with a written notification of each  
9 non-member grievance which it declines to process based upon non-  
10 membership.

11



**ARTICLE 26. WAGES**

26.1 Employees employed on the date of ratification of this Agreement shall receive a four percent (4%) cost of living adjustment (COLA) retroactive to October 1, 2024 or their date of hire, if after October 1, 2024. Employees employed on the following dates shall also receive a four percent (4%) COLA on October 1, 2025 and October 1, 2026. A salary schedule reflecting the foregoing increases is contained in Appendix B hereto.

26.2 Employees will be eligible to receive a non-retroactive longevity increase on the anniversary date of the employee's uninterrupted employment with the Village as follows:

YEARS OF SERVICE	INCREASE
Beginning 6 <sup>th</sup> year	5% of base pay <sup>2</sup>
Beginning 9 <sup>th</sup> year	4% of base pay
Beginning 11 <sup>th</sup> year	5% of base pay
Beginning 16 <sup>th</sup> year	5% of base pay
Beginning 17 <sup>th</sup> year	1% of base pay
Beginning 18 <sup>th</sup> year	1% of base pay
Beginning 19 <sup>th</sup> year	1% of base pay

26.3 All Detectives shall receive a five percent (5%) pay supplement.

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<sup>2</sup> This longevity increase is in addition to any step increase the

1           26.4 Step increases are based on merit and are not automatic.  
2   However, all denials shall be subject to the grievance procedure.

3           26.5 A bargaining unit member (other than a detective) who is  
4   assigned by the Village to work as an acting supervisor shall  
5   receive a five percent (5%) pay supplement for each full hour  
6   worked as an assigned acting supervisor. A FTO assigned by the  
7   Village to work as an acting supervisor shall receive an  
8   additional five percent (5%) pay supplement for each full hour  
9   worked as an assigned acting supervisor and the five percent (5%)  
10   pay supplement he/she receives for an FTO assignment when  
11   performing both duties. The Chief shall designate a member of  
12   each shift, not assigned a corporal, as an "officer in charge" in  
13   the absence of the Sergeant.

14          26.6 Bargaining unit members serving as K-9 officers shall  
15   receive a five percent (5%) pay supplement for all hours worked.

16          26.7 Effective the first full pay period following  
17   ratification of this Agreement, bargaining unit members who are  
18   permanently assigned to work the hours of 1900-0700 shall receive  
19   a four percent (4%) night differential.

20          26.8 The Village may hire new officers at either step 1 of  
21   the pay plan or at an optional step, which is five percent (5%)  
22   less than the first step.

23  

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employee is eligible to receive that year.



**ARTICLE 27. PENSIONS**

27.1 Effective October 1, 2006, the employee's contribution to the Bal Harbour Village Police Officer's Pension Plan and Trust ("Pension Plan") shall be nine percent (9%).

27.2 Effective October 1, 2007, the employee's contribution to the Bal Harbour Village Police Officer's Pension Plan and Trust ("Pension Plan") shall be ten percent (10%).

27.3 Effective March 21, 2013, *Compensation* shall mean the base pay paid by the Village to the employee for services rendered. Compensation shall include payments made by the Village to an employee on account of sickness, illness, incapacity (including short-term disability), vacation and holiday time accrued under a formal program adopted by the Village, and overtime pay up to a maximum of 300 hours per calendar year. Compensation shall not include any payments for accrued unused sick and/or annual leave and severance or settlement payments. Compensation also shall not include Police Officers' salary incentive payments, shift differentials, bonuses, or other extra benefits such as payments by the Village for group insurance, hospitalization and like benefits.

27.4 The parties agree that, effective on September 21, 2015, the Bal Harbour Village Police Officer's Pension Plan and

1 Trust ("Village Plan") closed to new members, and the Village  
2 will join the Florida Retirement System ("FRS"). In recognition  
3 of the parties' agreement for the Village to join FRS for new  
4 members and for current members who elect to join FRS, the  
5 parties agree that the initial referendum ballot issued by the  
6 Division of Retirement to allow the Village to join FRS will be  
7 completed by the employees in favor of the Village joining FRS.  
8 In the event that the initial referendum to join FRS is not in  
9 favor of the Village joining FRS as set forth herein, this  
10 tentative Agreement shall be null and void, the status quo shall  
11 be continued and the parties shall continue to bargain  
12 collectively for a new Agreement. All certified law enforcement  
13 officers hired by the Village after the date the Village joins  
14 FRS will participate in the Florida Retirement System, Special  
15 Risk Class. All certified law enforcement officers who are  
16 employed by the Village on the date the Village joins FRS will  
17 have the option to remain in the Village Plan or participate in  
18 the Florida Retirement System, Special Risk Class. For those  
19 employees who have not reached the normal retirement date on the  
20 date the Village joins FRS, and elect to remain in the Village  
21 Plan, the current benefit levels and employee contributions will  
22 remain the same, except as follows, which shall become effective  
23 on September 21, 2015:



**Multiplier:** 3.0% for service after September 21, 2015.

**Pensionable Pay:** Overtime pay capped at 150 hours per compensation year.

**Final Average Comp:** Highest 4 complete years of credited service

**COLA:** 1.25%, delayed for five years after retirement or entry into DROP.

In no event shall a member's annual retirement income be less than his/her accrued benefit earned up to the date the above changes take effect, determined in accordance with the provisions of the Village Plan in effect prior to the effective date of the changes. Plan members when they retire may elect to receive their frozen accrued benefit as of the effective date of the plan changes set forth herein, determined in accordance with the provisions of the Village Plan in effect prior to the effective date of the changes, in lieu of their benefit including the above changes. Employees who have reached the normal retirement date on or before September 21, 2015 and elect to remain in the Village Plan will continue to earn benefits under the Village Plan in accordance with the benefits that existed prior to September 21, 2015.

Employees employed by the Village prior to September 21, 2015 who elect to join the Florida Retirement System will have the option of retaining their accrued benefit in the Village Plan

1 (based on the final average compensation and the benefits in  
2 effect as of September 20, 2015 and service as of the date the  
3 Village joins FRS), or receiving a refund of their employee  
4 contributions into the Village Plan. Employees who elect to  
5 receive a refund of their contributions may purchase prior  
6 service in the Florida Retirement System in accordance with  
7 Florida state law.

8  
9 Employees who elect to join FRS or continue participating in the  
10 Village Plan must terminate Village employment and reach early  
11 or normal retirement age to be eligible to receive benefits from  
12 the Village Plan.

13  
14 The parties agree that annual Chapter 185 premium tax revenues  
15 will continue to be used in the same manner in the future as  
16 they have been under existing past practice, and that all funds  
17 in the excess state monies reserve shall be applied to reduce  
18 the Village pension contribution.

19  
20 The parties agree that, in accordance with Ch. 2015-39, Laws of  
21 Florida, a defined contribution plan ("DC Plan") shall be  
22 created as a component of the Village Plan, but will not be  
23 activated unless and until a portion of Chapter 185 premium tax

1 revenues have been assigned to fund the DC Plan.<sup>3</sup> The provisions  
2 of the DC Plan, when and if activated, shall be negotiated by  
3 the parties at the time funding has been assigned to the DC  
4 Plan. Assignment of Chapter premium tax revenues can result  
5 either from agreement between the parties, or from application  
6 of the provisions of Ch. 2015-39, Laws of Florida.

7  
8 All bargaining unit employees hired on or after December 1, 2016  
9 shall be mandatory participants in the Florida Retirement  
10 System. All bargaining unit employees hired prior to December  
11 1, 2016 shall have been provided the choice of participating in  
12 the Village Plan or FRS.

13  
14 27.5 The parties agree that, effective on May 1, 2022, the  
15 Bal Harbour Village Police Officer's Pension Plan and Trust  
16 ("Village Plan") will be amended to permit any member who is  
17 within five (5) years of normal retirement as of January 1, 2022  
18 to retire under the following conditions:

- 19 • They must retire and may not DROP;
- 20 • They must provide the Village with notice of intent to
- 21 exercise this option by October 20, 2015;

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<sup>3</sup> This language was added at the request of the Union to standardize language in its collective bargaining agreements and is not intended to create an obligation or expectation to fund a

- 1 • They are not penalized for retiring early;
- 2 • Any officer exercising this right will forego the final
- 3 wage COLA preceding their retirement;
- 4 • Any office exercising this right will not be eligible to
- 5 receive the increase to the retiree health insurance
- 6 stipend from \$350/month to \$450/month;
- 7 • The member must execute a general release waiving any
- 8 claims he/she may have against the Village arising from
- 9 their employment with the Village; and
- 10 • The parties agree that the retirement of any members under
- 11 this provision will be staggered such that the Village can
- 12 make sure it is adequately staffed.

13 The Union agrees that the Village's preferred interpretation  
14 of the 2015 pension changes will remain in effect and the  
15 Union will permanently withdraw its grievance challenging the  
16 Board's current interpretation of those changes. Should the  
17 Retirement Board for the Bal Harbour Police Officers' Pension  
18 Plan adopt an interpretation of the foregoing changes in the  
19 future that is inconsistent with the interpretation in effect  
20 on September 21, 2015 (i.e., the Village's preferred  
21 interpretation) that has a negative actuarial impact on the  
22 Plan, the parties agree that the Village may immediately

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share plan in the future.

1       reopen this or any future Agreement to negotiate changes to  
2       the Pension Plan.  
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**ARTICLE 28. SAVINGS CLAUSE**

28.1 Should any provisions of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties shall immediately enter into collective bargaining for the purpose of re-negotiating such Article or Section so affected.

**ARTICLE 29. RULES AND REGULATIONS**

29.1 It is agreed and understood that the Village and the Police Department currently have rules and regulations governing employment. The Association agrees that, consistent with Article 3, paragraph 3.1.26, said rules and regulations shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the Village, provided, however, that said formulation, amendment, revision and implementation will be neither arbitrary nor capricious.

29.2 It is agreed and understood that employees will be provided with copies of any rules and regulations which are new and/or which replace, update, and/or supersede the Village's or Department's present rules and regulations.

29.3 The Village shall give a copy of any newly proposed rule or regulation, as well as any amendment or revision to a rule or regulation, to the Association. The Association shall submit any comments it may have concerning said proposal to the Police Chief and/or Village Manager, in writing, within fifteen (15) calendar days. Any written comments submitted by the Association shall be considered. However, as provided in paragraph 3.1.26, the rules and regulations will be formulated, amended, revised and implemented in the sole discretion of the Police Chief and/or the Village Manager.

**ARTICLE 30. UNIFORMS**

30.1 Where employees are required to wear uniforms, they will be furnished by the Village.

30.2 Employees who are required to wear uniforms shall have the uniforms cleaned by the Village.

30.3 The Village will provide a custom-fitted safety vest (level 3A Plus) to all bargaining unit members when their current vest is damaged or expired.

30.4 The Village agrees to reimburse all employees required to wear uniforms an amount up to but not to exceed one hundred dollars (\$100.00) for the replacement of shoes. This reimbursement shall be available one (1) time per fiscal year.

**ARTICLE 31. PROHIBITION AGAINST REOPENING OF NEGOTIATIONS**

31.1 Except as specifically provided herein or otherwise by the mutual written agreement of the parties, neither party hereto shall be permitted to reopen or renegotiate this Agreement or any part of this Agreement. This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

**ARTICLE 32. EQUIPMENT**

32.1 Bargaining unit employees will be granted permission to carry off-duty firearms, approved for such use by the Chief, outside the Bal Harbour jurisdiction.

32.2 Police Department vehicles (to include law enforcement accessories such as visibar lights, rechargeable flashlights and radios) shall be maintained in a safe and sound condition at all times. Vehicles which are determined by the supervisors to be unsafe shall be dead-lined until proper repair or replacement can be made.

32.3 Should the Village purchase used vehicles, said vehicles shall be sanitized, and as needed refurbished. Violations of this section shall be appealable only to the Village Manager, and are not subject to the grievance procedure.

32.4 Every attempt shall be made by the Village to provide the officers with a safe vehicle to work in. Violations of this section shall be subject to the grievance procedure.



**ARTICLE 33. CORPORALS**

33.1 Employees shall be assigned for the Corporal position by a panel of supervisors appointed by the Chief of Police. The panel will rank the eligible candidates, and the Chief of Police will have the sole discretion to select and appoint from the eligible candidates. Corporals shall be removed only "for cause." Appeals of this section shall be appealable only to the Village Manager, and are not subject to grievance procedures.

33.2 Corporals shall be identified by an appropriate uniform insignia and shall receive a 5% wage supplement during the time they serve in a Corporals position.

**ARTICLE 34. COMPENSATORY OR "COMP TIME"**

34.1 Bargaining unit employees may accumulate up to 300 hours of Compensatory Time ("Comp Time").

34.2 During the life of the Agreement, bargaining unit employees may request, no later than November 15th of each year, to be paid up to fifty percent (50%) of their accumulated Comp Time. Payment for the election of this payment shall be issued to the employees during the first week of December.

34.3 All other reimbursements for unused Comp Time shall be made upon termination or as otherwise provided for in this Agreement.

**ARTICLE 35. WELLNESS PROGRAM**

35.1 Each member may, at his/her option, submit to a wellness physical examination at a Wellness Center selected by the Village and at the Village's expense. Each Party recognizes that maintaining the health and fitness of the member can be a matter of life or death. Results of said wellness physical examination are confidential between the Wellness Center and the employee only and will not, under any circumstances, be furnished to the Village.

35.2 This wellness examination will be available to all employees annually..

**ARTICLE 36. PREVAILING RIGHTS**

36.1 All job benefits enjoyed by all the employees which are not specifically provided for or abridged by this Agreement shall continue. The Agreement will not deprive any employee of any benefits or protections granted by the laws of the State of Florida, Ordinances of the Village of Bal Harbour, or the Rules and Regulations of the Bal Harbour Police Department.

**ARTICLE 37. TERM OF AGREEMENT**

37.1 This Agreement shall be effective upon execution, and shall remain in full force and effect until and including September 30, 2027.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

FOR THE SOUTH FLORIDA POLICE  
BENEVOLENT ASSOCIATION

FOR BAL HARBOUR VILLAGE,  
FLORIDA

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\_\_\_\_\_  
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**APPENDIX A**

Cause for Disciplinary Action. The following are declared to be cause for Disciplinary Action of an employee without pay though charges may be based on causes other than those enumerated:

- (A) That the employee is incompetent or inefficient in the performance of his duty.
- (B) That the employee has been offensive in his conduct toward his fellow employees, wards of the Village or the public.
- (C) That the employee has some permanent or chronic physical or mental ailment or defect which incapacitates him from proper performance of his duties.
- (D) That the employee has violated any lawful or official regulation or order, or failed to obey any lawful and reasonable direction given him by a supervisor, when such violation or failure to obey amounts to insubordination or serious breach of discipline which may reasonably be expected to result in lower morale in the organization or result in loss, inconvenience or injury to the Village or to the public.
- (E) That the employee has solicited or taken for personal use a fee, gift or other valuable thing in the course of his work or in connection with it, when such fee, gift or other valuable thing so solicited or given might be construed to be a means of receiving a favor or obtaining better treatment than that accorded other persons either on a present or a future basis.
- (F) That the employee has failed to pay or make reasonable provision for future payment of just debts when annoyance is caused his supervisor or other Village officer or discredit is caused the Village because of such failure.
- (G) That the employee has been convicted of a felony, or of a misdemeanor involving moral turpitude.
- (H) That the employee through negligence or willful conduct has caused damage to public property or waste of public supplies.

- 1 (I) That the employee has been guilty of conduct unbecoming an  
2 employee of the Village whether on or off duty, provided  
3 allegations shall be specific and shall describe the conduct  
4 which is the basis of the charge.  
5
- 6 (J) That the employee has been absent without leave or has  
7 failed to report after leave of absence has been  
8 disapproved, revoked, or canceled by the employee's  
9 supervisor, provided, however, that if such absence or  
10 failure to report is excusable, the Village Manager may,  
11 upon the recommendation of the employee's supervisor dismiss  
12 the charges.  
13
- 14 (K) That the employee has hindered the regular operation of the  
15 department or division because of excessive absenteeism.  
16
- 17 (L) That the employee has violated the provisions of  
18 departmental rules.  
19
- 20 (M) That the employee has been guilty of attempting to use  
21 political influence in securing or attaining a position or  
22 in securing promotional positions or individual salary  
23 increases. Soliciting elected officials to intercede for or  
24 attempt to influence officers or supervisory employees in  
25 personnel matters shall be construed as a violation of these  
26 rules.  
27
- 28 (N) That the employee has been intoxicated on duty; or if off  
29 duty his conduct brings reproach upon the Village.  
30
- 31 (O) That the employee has intentionally falsified a time record,  
32 or failed to report absence from duty to supervisors.  
33
- 34 (P) That the employee has made a false claim for leave.  
35
- 36 (Q) That the employee, after employment, is found to have a  
37 false statement in his application for employment.  
38
- 39 (R) That the employee has misappropriated Village funds,  
40 appropriated Village property for personal use, or illegally  
41 disposed of Village property.  
42
- 43 (S) That the employee is antagonistic towards superiors and  
44 fellow employees, criticizing orders, rules and policies,  
45 and whose conduct interferes with the proper cooperation of  
46 employees and impairs the efficiency of the Village  
47 operations.

- 1  
2 (T) That the employee has been refused a surety bond when  
3 applied for as a qualification for employment.  
4  
5 (U) That the employee refuses to sign an oath of citizenship or  
6 oath of loyalty, if required to be signed by all other  
7 employees or elected officials.  
8  
9 (V) That the employee has been habitually tardy in reporting for  
10 duty or has absented himself frequently from duty during  
11 regular hours, or has refused to perform a reasonable amount  
12 of emergency work after working hours when directed to do so  
13 by his superior officer.  
14  
15 (W) That the employee refuses to have his fingerprints or  
16 photograph taken when directed to do so.  
17  
18 (X) That the employee has been subject to an excessive number of  
19 accidents, resulting in personal injury or injury to others.  
20  
21 (Y) That the employee, whose position requires the operation of  
22 a motor vehicle in the performance of his duties, has lost  
23 his driver's license and driving privileges by due process  
24 of law.  
25  
26 (Z) That the employee has operated a Village owned or other  
27 vehicle utilized in the service of the Village in wanton  
28 disregard for the safety of others.  
29  
30 (AA) That the employee has failed to qualify on the examination  
31 required for his class or position or has failed to attain a  
32 position on the eligible list which permits his selection.  
33  
34 (BA) That the employee has violated any of the provisions of  
35 these rules.  
36

37 None of the foregoing shall be deemed to prevent the  
38 dismissal, demotion or suspension of any employee for any cause  
39 which is justifiable, even though such cause is not contained among  
40 those enumerated.  
41  
42  
43  
44  
45  
46

**APPENDIX B**

**BAL HARBOUR VILLAGE**

**October 1, 2024 – September 30, 2025 Pay Scales**  
**POLICE OFFICER SALARY SCHEDULE**

<b>Step</b>	<b>Salary</b>
Optional Starting	\$70,450.02
Step 1	\$73, 972.52
Step 2	\$77,671.14
Step 3	\$81,554.70
Step 4	\$85,632.43
Step 5	\$89,914.06
Step 6	\$94,409.76

**CORPORAL SALARY SCHEDULE**

<b>Step</b>	<b>Salary</b>
Step 1	\$77,671.14
Step 2	\$81,554.70
Step 3	\$85,632.43
Step 4	\$89,914.06
Step 5	\$94,409.76
Step 6	\$99,130.25

**SERGEANT SALARY SCHEDULE**

<b>Step</b>	<b>Salary</b>
Step 1	\$85,632.43
Step 2	\$89,914.06
Step 3	\$94,409.76
Step 4	\$99,130.25
Step 5	\$104,086.76
Step 6	\$109,291.10

**October 1, 2025 – September 30, 2026 Pay Scales**  
POLICE OFFICER SALARY SCHEDULE

Step	Salary
Optional Starting	\$73,268.02
Step 1	\$76,931.42
Step 2	\$80,777.99
Step 3	\$84,816.89
Step 4	\$89,057.73
Step 5	\$93,510.62
Step 6	\$98,186.15

CORPORAL SALARY SCHEDULE

Step	Salary
Step 1	\$80,777.99
Step 2	\$84,816.89
Step 3	\$89,057.73
Step 4	\$93,510.62
Step 5	\$98,186.15
Step 6	\$103,095.46

SERGEANT SALARY SCHEDULE

Step	Salary
Step 1	\$89,057.73
Step 2	\$93,510.62
Step 3	\$98,186.15
Step 4	\$103,095.46
Step 5	\$108,250.23
Step 6	\$113,662.74



**October 1, 2026 – September 30, 2027 Pay Scales**  
**POLICE OFFICER SALARY SCHEDULE**

<b>Step</b>	<b>Salary</b>
Optional Starting	\$76,198.74
Step 1	\$80,008.67
Step 2	\$84,009.11
Step 3	\$88,209.56
Step 4	\$92,620.04
Step 5	\$97,251.04
Step 6	\$102,113.60

**CORPORAL SALARY SCHEDULE**

<b>Step</b>	<b>Salary</b>
Step 1	\$84,009.11
Step 2	\$88,209.56
Step 3	\$92,620.04
Step 4	\$97,251.04
Step 5	\$102,113.60
Step 6	\$107,219.28

**SERGEANT SALARY SCHEDULE**

<b>Step</b>	<b>Salary</b>
Step 1	\$92,620.04
Step 2	\$97,251.04
Step 3	\$102,113.60
Step 4	\$107,219.28
Step 5	\$112,580.24
Step 6	\$118,209.25

\* When an officer is promoted to sergeant, that employee will be placed into the lowest step of the Sergeant's pay plan that results in at least a five percent (5%) pay increase.

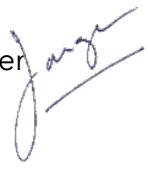


# BAL HARBOUR

- VILLAGE -

## DISCUSSION ITEM

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

FROM: Jorge M. Gonzalez, Village Manager 

DATE: July 15, 2025

SUBJECT: **Apartment Hotel Review Under Existing Code**

### **Background**

RM-5 is a multiple family residential zone, mapped along the western edge of Collins Avenue, that historically allows apartment hotels. According to Village Code, an Apartment Hotel is "a Building, usually under resident supervision, made of three or more Apartment Units and Hotel Rooms, arranged with common corridors and exits and maintaining an inner lobby or foyer through which there is access to apartments and Rooms, and which may furnish dining room service primarily for Tenants." Section 21-1, Village Code. The Code further defines the capitalized terms.

The property located at 290 Bal Bay Drive was originally redeveloped from an apartment building into Quarzo, an apartment hotel. Quarzo was allowed to expand to the neighboring 291 Bal Bay Drive and 10250 Collins Avenue apartment buildings following the Council's 2012 decision to remove apartment hotel use from the RM-5 zoning district. See Section 21-261, Village Code. That ordinance recognized the nonconforming vested rights for any uses that were legal and operating at the time of first reading of that change. Quarzo was the only property that qualified for vesting. The second building, located at 291 Bal Bay Drive, is currently operational, and the third building, located at 10250 Collins Avenue is close to completion, awaiting a Certificate of Occupancy (CO).

In 2017, the Council revisited the topic of apartment hotels in RM-5 and enacted additional standards applicable to such uses, as it considered the new owner's efforts to complete the project and rebrand it as Beach Haus. Those standards included a modification enabling the porte cochere on the second building, and a change in the uses allowed in accessory structures in the rear setback to allow for the fitness uses desired by the project. See Section 21-268.

The Village has learned that Beach Haus may be considering converting more of its hotel rooms to condominiums and allowing them to be used as owner-occupied condo units or rented as hotel rooms through a pool operated by it. The condo-hotel structure with a rental pool operated by the hotel management is already used in the Village's OF Oceanfront District, at locations including the Ritz Carlton/One Bal Harbour across Collins Avenue. This discussion item addresses some of the implications of such a change for the Village.

### **Analysis**

The vested RM-5 zoning for apartment hotels requires a combination of at least three Hotel Rooms and Apartment Units but is otherwise silent on the mix between the two uses. If the potential changes mean that Beach Haus no longer qualifies as an Apartment Hotel, it may face code compliance issues: Section 21-268 allows Apartment Hotels to have uses in the rear setback and follow development standards that are not permissible for apartment buildings, and straight hotel uses are not permitted in RM-5. The three-building Beach Haus complex has more than 3 units/rooms under any scenario. It is likely that Beach Haus' changes could accommodate the minimal Code requirement of a mixture of at least one Hotel Unit and at least one Apartment Unit and maintain the vested zoning.

However, a structure in which all units may be either owner-occupied or rented out at any time raises questions of how to ensure continued Code compliance and Resort Tax compliance. Other condo hotels in the Village already meet minimum expectations for hospitality uses, including a 24/7 front desk, private security services, and a concierge. Beach Haus does not meet these minimum standards, and over the past few years, the Village has had to respond to calls for service and provide aid to Beach Haus guests when property management is not present onsite.

This discussion item is presented to the Council to solicit guidance and direction on any code amendments that it may wish to develop, if any. The Council should consider whether it wishes to take any action in response to these potential changes, such as revisions to the Code to specify operational standards for condo-hotels in the Village, possibly including a requirement for a 24/7 front desk, private security services, and a concierge.

# BAL HARBOUR

- VILLAGE -

## MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk 

DATE: July 8, 2025

RE: Lobbyist Registration Report

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





# BAL HARBOUR

- VILLAGE -

## MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen *SLT*

DATE: July 15, 2025

RE: Monthly Report of Village Attorney for June 2025 Activities

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

### **Retainer Services**

Within the fixed fee retainer in June 2025 (100), we completed our work for the June Council meeting agenda, attended the meeting, and began to review, advise, and prepare documents for agenda items for the July Council meeting. We attended the weekly staff meetings and the monthly agenda review and after action meetings.

Specific additional matters included:

- We extensively reviewed amended and consolidated easements and associated agreements, and attended meetings with client concerning OBH and the proposed agreement and easement related to the jetty project.
- We conferred with staff, reviewed correspondence and documents regarding the Ritz cabana approval. We reviewed and analyzed information regarding the Ritz management agreement to determine authority to obtain building permits for alterations/renovations. We conferred with the Village planner and followed up re several pending matters.
- We reviewed and analyzed a new statute and drafted correspondence concerning automatic tipping. We reviewed and analyzed SB 180 focusing on development regulations, use of building fees and preemption issues. We began summarizing other legislation of interest to the Village. We reviewed recent case law relating to compliance with a new statute governing recovery residences.
- We reviewed correspondence from the Police Department concerning gun control laws and prepared a response to same. We conferred with staff and reviewed the Police Jobs LLC agreement. We conferred with staff, reviewed and approved mutual aid agreement with Miami-Dade Sheriff's Office.

- We analyzed issues, conferred with staff, evaluated proposals, and revised the standard wording for the solid waste assessment resolution to clarify that it only covers base services and account for potential impacts of new agreement.
- We worked with finance on insurance inquiries in contracts, and a potential related template/checklist.
- We conferred with staff and reviewed correspondence regarding file sharing services.
- We conferred with staff, reviewed SAAS agreement, and drafted response.
- We reviewed correspondence and prepared a draft agreement with Prophecy CRE related to AI activities.
- We prepared for and facilitated a training session for a new ARB Member. We prepared materials for an ethics presentation to the Resort Tax Committee.

### **Additional Services**

For the Security/Landscaping Assessment matter, we reviewed materials and responded to inquiries re the agenda materials for the levying of the assessment.

For the Dade County PBA Collective Bargaining matter, we conferred with staff and PBA counsel concerning settlement of longevity pay grievance; prepared for, strategized with staff and attended June bargaining session; met with staff and prepared draft CBA; reviewed suggested revisions proposed by PBA counsel and updated draft CBA; analyzed holiday pay grievance documents; and reviewed correspondence concerning WeCare program.

For Zyscovich Architects matter, we reviewed and analyzed case management order; analyzed issues concerning motion to vacate or for clarification relating to case management order; and reviewed and analyzed order to place case on inactive status.

For the Bal Harbour Shops (Live Local Act) matter, we reviewed correspondence regarding super-majority voting requirements lawsuit, conferred with litigators, and reviewed correspondence regarding school concurrency inquiry.