

BAL HARBOUR

- V I L L A G E -

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

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

November 18, 2025

At 6:30 PM

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

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

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

CALL TO ORDER/ PLEDGE OF ALLEGIANCE

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

- PA1** Proclamation -Recognizing Veterans Day
- PA2** Recognition -Jeffrey P. Freimark for Service as Mayor
- PA3** Recognition - Jacob Fleishman for Life-Saving Efforts
- PA4** Recognition -Kristina Brown for Contributions to Capital Programs
- PA5** Presentation -FDOT Pedestrian Crossing Signalization Update by Ramon Sierra
- PA6** Presentation -Bal Harbour Shops Harding Avenue Realignment Project Update by Nik Massey

CONSENT AGENDA

C6 COUNCIL MINUTES

- C6A** October 28, 2025 Village Council Regular Meeting Minutes
[VillageCouncil-RegularCouncilMeetingMinutes_October28_2025_Short.pdf](#)

C7 - RESOLUTIONS

C7A Resolution Authorizing Shared Funding for a School Resource Officer at Ruth K. Broad K-8 Center

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN BAL HARBOUR VILLAGE, THE TOWN OF SURFSIDE, AND THE TOWN OF BAY HARBOR ISLANDS TO FUND A POLICE SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER, AT AN ANNUAL COST NOT TO EXCEED THIRTY THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS AND SIXTY CENTS (\$30,721.60); PROVIDING FOR IMPLEMENTATION, PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - School Resource Officer Funding at Ruth K. Broad K-8 ADA.pdf](#)

[Memorandum - School Resource Officer Funding at Ruth K. Broad K-8 ADA.pdf](#)

[Resolution - School Resource Officer Funding at Ruth K. Broad K-8 ADA.pdf](#)

[Attachment - MOU for SRO Signed by Surfside and BHI ADA.pdf](#)

[Attachment - Memo from Bay Harbor Islands ADA.pdf](#)

C7B Resolution Amending the FY 2025 Operating and Capital Budget
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING THE FY 2025 BUDGET BY REVISING THE 2025 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE VILLAGE MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Year End Budget Amendment for FY 2025 ADA.pdf](#)

[Memorandum - Year End Budget Amendment for FY 2025 ADA.pdf](#)

[Resolution - Year End Budget Amendment for FY 2025 ADA.pdf](#)

[Attachment - Exhibit A - FY 2025 Revenues and Expenditures Summary Amendment ADA.pdf](#)

C7C Resolution Authorizing an Agreement for Grant Consulting Services
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR PROJECT SUPPORT, GRANT ADMINISTRATION, AND CONSULTING SERVICES ON AN HOURLY BASIS AT A COST NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS FOR A THREE-YEAR TERM WITH THE OPTION TO RENEW FOR UP TO THREE ADDITIONAL ONE-YEAR EXTENSIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Consulting Agreement for Grant and Project Support Services ADA.pdf](#)

[Memorandum - Consulting Agreement for Grant and Project Support Services ADA.pdf](#)

[Resolution - Consulting Agreement for Grant and Project Support Services ADA.pdf](#)

[Attachment - In Alignment Agreement ADA.pdf](#)

R5 - ORDINANCES - There are no ordinance for consideration.

R7 - RESOLUTIONS

R7A Resolution Approving the Selection of Utility Solutions & Automation, LLC for a Water Metering Infrastructure System

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION OF UTILITY SOLUTIONS & AUTOMATION, LLC FOR THE PROVISION OF A WATER ADVANCED METERING INFRASTRUCTURE SYSTEM IN THE AMOUNT NOT TO EXCEED THE ANNUAL BUDGETARY ALLOCATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Selection of Vendor for Water Metering System ADA.pdf](#)

[Memorandum - Selection of Vendor for Water Metering System ADA.pdf](#)

[Resolution - Selection of Vendor for Water Metering System ADA.pdf](#)

[Attachment - Proposal Water Advanced AMI.pdf](#)

[Attachment - Sole Source Letter ADA.pdf](#)

R7B Resolution Authorizing Performance Bonuses for Village Employees

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

[Item Summary - Performance Bonus 2025 ADA.pdf](#)

[Memorandum - Performance Bonus 2025 ADA.pdf](#)

[Resolution - Performance Bonus 2025 ADA.pdf](#)

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion -Setting the 2026 Village Council Meeting Dates - Village Manager Jorge M. Gonzalez

[Discussion Item - Selection of Upcoming Meeting Dates 2026 ADA.pdf](#)

[Attachment - 2026 Village Council Meeting Calendar 2025 \(ADA\).pdf](#)

R9B Discussion -Status Update on Delineators in Biscayne Bay - Councilman Buzzy Sklar

[Discussion -Status Update on Delineators in Biscayne Bay ADA.pdf](#)

R9C Discussion -Owner's Request to Subdivide 44 Bal Bay Drive into Three Lots - Vice Mayor David Wolf

[Discussion - Owner's Request to Subdivide 44 Bal Bay Drive into Three Lots ADA.pdf](#)

R9D PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 VILLAGE CLERK REPORT

Lobbyist Report

[R11A1 Lobbyist Registration Report as of November 13, 2025.pdf](#)

R12 - VILLAGE ATTORNEY REPORT

R12A Attorney Report

[Monthly Attorney Report October 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.

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Bal Harbour Village Council

Regular Meeting Minutes

October 28, 2025

At 6:30 PM

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

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

CALL TO ORDER/ PLEDGE OF ALLEGIANCE - Mayor Freimark called the meeting to order at 6:58 P.M. following the General Employees' Retirement Board meeting.

The following were present:

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

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Robert Meyers, Deputy Village Attorney

The Pledge of Allegiance was led by Mayor Freimark at the beginning of the General Employees' Retirement Board meeting.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Mayor Freimark announced that he would be reordering some of the items on the Agenda to accommodate invited guests, after which he thanked the Bal Harbour Police Command staff, commending their leadership and the successful apprehension earlier that day related to an incident in the community.

PRESENTATIONS AND AWARDS

PA1 Proclamation - Recognizing Epilepsy Awareness Month

Mayor Freimark read a proclamation declaring November 2025 as Epilepsy Awareness Month.

PA2 Recognition - Sister City Relations with Hof HaCarmel, Israel

This item was considered at 7:00 P.M. at the beginning of the meeting. Mr. Freimark said that he was excited and proud to formalize the Village's Sister City partnership with the Hof HaCarmel Regional Council, Haifa District, Israel. He welcomed Mayor Asif Izak of Hof HaCarmel, who was in Bal Harbour for a three-day visit, and also acknowledged former Israeli Consul General Maor Elbaz-Starinsky, who originally introduced the two mayors years earlier. He also recognized former Bal Harbour Mayor Gabriel Groisman for his support of the initiative.

Mayor Freimark read the mission of Sister Cities International, established in 1956, explaining that its purpose is to build relationships based on cultural, educational, and trade exchanges to promote peace and prosperity through "citizen diplomacy." He said that the relationship with Hof HaCarmel would go beyond ceremony, creating real collaboration between the two communities.

Mayor Asif Izak described his background, saying he was born and raised on a kibbutz near Haifa where his family has lived for four generations. He said that he served as a captain in Israel's undercover "Shimshon" unit for seven years in Gaza, then worked abroad before returning to Israel. He added that he was now serving his second five-year term as mayor of Hof HaCarmel, which has nearly 40,000 residents across 27 villages. He presented Bal Harbour with a book of photographs by renowned Israeli photojournalist Ziv Koren.

Mayor Freimark and Mayor Izak then signed the Sister City agreement after which Mayor Freimark presented Mayor Izak with a key to the city.

PA3 Recognition - Bruce Gelb for Strengthening Sister City Ties with Hof HaCarmel, Israel

Mayor Freimark introduced Bal Harbour residents Bruce and Amy Gelb. Councilman Wolf said that the Gelbs were longtime Bal Harbour residents and friends of his family. He said their connection to Israel ran through Bruce's family's moshav, Nir Etzion, also located in the Hof HaCarmel region. He presented them with a Certificate of Appreciation for their commitment to both Israel and the Village.

PA4 Recognition - Jacob Fleishman for Life-Saving Efforts

This item was deferred until the next Council meeting.

PA5 Presentation - Police Department Semiannual Review

Bal Harbour Police Chief Raleigh Flowers introduced Deputy Chief Mauricio Escarra, who presented the semi-annual report covering January through June 2025.

Deputy Chief Escarra said that community policing is the foundation of Bal Harbour's safety efforts, and that the department emphasizes proactive and high-visibility patrols as well as community outreach through the Bal Harbour Legacy Foundation, which aids families and neighboring cities in need. He described mentorship programs such as the "5,000 Role Models of Excellence," where he and Chief Flowers mentor youth who might otherwise lack positive contact with police.

He described officer training programs, including updated firearms instruction under new state standards, CPR courses, autism-response training, and continuing education supported by tuition reimbursement. He said that several officers had earned advanced degrees, and that the department was the first in the region to deploy the new Taser 10 model.

He said that Bal Harbour's police collaborate with 13 coastal agencies from Key Biscayne to Aventura through monthly calls in which they share intelligence and have created a regional Leadership Academy that brings top law-enforcement speakers to South Florida. He described the acquisition of new high-water vehicles, replacement SUVs, and ATVs for beach patrol, and a new facial-recognition system for helping investigators solve multiple cases.

Deputy Chief Escarra reported a 50 percent reduction in overall crime compared with the same period last year—mostly property crime—and a 30 percent increase in clearance rates. He also highlighted wellness and mental-health programs like "Struggle Well," water-safety campaigns, women's self-defense courses, and CPR training.

He then provided an update on traffic coordination with FDOT, pedestrian walkway enhancements, and delineator improvements, after which he presented the State-mandated annual red-light camera report: for July 2024 through June 2025, saying that the system issued about 14,700 citations, generating \$740,000 for the State and \$670,000 for the Village.

Councilman Wolf asked what clearance rate meant, to which Deputy Chief Escarra said that it referred to successfully closing a case, whether by arrest or identification of an offender even if prosecution was declined.

Councilman Levy asked about red-light tickets triggered by his emergency-tagged personal vehicle, to which Deputy Chief Escarra said violations by emergency vehicles in active duty could be reviewed and dismissed.

PA6 Presentation - AARP Age-Friendly Community Partnership

Mr. Gonzalez introduced Sylvia Flores, Director of Recreation, Arts and Culture and Victoria Dubois of AARP Florida to present Bal Harbour's new Age-Friendly Community designation. Ms. Dubois congratulated the Village for joining the international network of age-friendly communities and explained that the five-year process would focus on improving livability for residents of all ages through surveys and planning. Ms. Flores said her team would conduct outreach across condominiums, hotels, and beaches to gather feedback on transportation, public spaces, and services.

PA7 Presentation - Freebee Transportation Program Update

Claudia Miro of Freebee joined by Zoom to report on the Village's on-demand shuttle program. She said rides increased 19 percent over the past year and 75 percent since 2023, with nearly 9,500 rides and over 12,000 passengers served. She said that wait times averaged 13 minutes—better than the countywide 20-minute average—and customer satisfaction remained 97.8 percent, and that most riders were ages 21-50, and nearly two-thirds were women, reflecting Freebee's reputation for safety.

She said that completed rides rose from 665 per month in 2024 to 787 in 2025, and total passengers climbed from about 964 to 1,033 per month, and that community satisfaction was indicated by an approval rating of 97.8 percent.

Councilman Wolf asked if numbers could be presented that showed repeat/unique passengers, to which Ms. Miro confirmed that she could and would share the breakdown later.

CONSENT AGENDA

C6 - COUNCIL MINUTES

Bal Harbour Village Council Meeting Minutes - September 9 and September 16, 2025

C7 - RESOLUTIONS

C7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE DONATION OF \$5,000.00 OF LAW ENFORCEMENT TRUST FUNDS TO THE ROTARY CLUB OF BAL HARBOUR; AUTHORIZING AND APPROVING THE DONATION OF

\$2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO "DO THE RIGHT THING OF MIAMI, INC."; AUTHORIZING AND APPROVING THE DONATION OF \$2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO FATHERS M.I.A, INC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.

C7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING PARTICIPATION IN A LAWSUIT SEEKING, AMONG OTHER THINGS, TO DECLARE THAT SENATE BILL 180'S IMPOSITION OF A BLANKET STATEWIDE PROHIBITION ON THE EXERCISE OF HOME RULE AUTHORITY OVER LAND USE AND ZONING REGULATIONS, IS UNCONSTITUTIONAL AND SHOULD BE ENJOINED, AND RETAINING WEISS SEROTA HELFMAN COLE + BIERMAN, PL TO PROSECUTE THE LAWSUIT.

C7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN EXPENDITURE IN THE AMOUNT NOT TO EXCEED \$50,000 TO FUND THE 2026 FLEURS DE VILLES GLOBAL EXHIBITION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE'S PARTICIPATION AND SPONSORSHIP IN THE BAL HARBOUR SHOPS 60TH ANNIVERSARY CELEBRATION IN AN AMOUNT NOT TO EXCEED \$20,000 TO PROMOTE THE BAL HARBOUR BRAND AND DESTINATION EXPERIENCE; PROVIDING FOR AUTHORIZATION TO EXECUTE ALL NECESSARY AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

C7E A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR IMPROVEMENTS WITHIN FDOT RIGHT-OF-WAY ASSOCIATED WITH THE HARBOURFRONT PARK, JETTY & CUTWALK PROJECT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

C7F A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE AND INSTALLATION OF FITNESS EQUIPMENT FROM FITNESS SMITH FOR THE TEEN ROOM AT THE BAL HARBOUR WATERFRONT PARK IN THE AMOUNT OF \$36,418.20; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

C7G A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PURCHASE OF OUTDOOR FURNITURE FROM

LANDSCAPE FORMS FOR THE BAL HARBOUR WATERFRONT PARK IN THE AMOUNT OF \$26,464.27; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

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

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

R5 - ORDINANCES – There were no ordinances.

R7 - RESOLUTIONS

R7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF STATE APPROPRIATION FUNDS THROUGH A GRANT AGREEMENT (L0132) WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, FOR THE STORMWATER PUMP STATION COST ESCALATION AND INFRASTRUCTURE IMPROVEMENTS PROJECT, IN THE GRANT-FUNDED AMOUNT OF THREE HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$333,750); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was considered at 8:15 P.M. following Agenda Item R7E. Mr. Gonzalez introduced the item, saying that it effectively closed the loop on an earlier state funding effort initiated in the prior legislative session. He said that the grant provides \$333,750 in State funds to support cost escalation and infrastructure enhancements associated with the Village's stormwater pump station project. He said that that this item was directly tied to a broader appropriations package from the previous year, which, when combined with a separate \$1 million grant approved the month before, brings total State contributions to more than \$1.3 million for stormwater infrastructure work.

He said that the stormwater pump station and its associated wells, located within the gated community's green space, serve approximately two-thirds of the Village's stormwater basins, making it one of the most critical components of the Village's drainage system. He noted that the additional FDEP funding will offset the General Fund dollars previously used to award the construction contract for the project.

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 Councilman Buzzy Sklar.

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

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE PROJECT TASK AGREEMENT WITH CALVIN, GIORDANO & ASSOCIATES, INC. (CGA) FOR THE PROVISION OF SURVEYING, CIVIL ENGINEERING AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE REPLACEMENT AND REDIRECTION OF THE SANITARY SEWER MAIN ALONG CAMDEN DRIVE AND BAL CROSS DRIVE AS SPECIFIED WITHIN CGA PROPOSAL IN THE AMOUNT NOT TO EXCEED TWO HUNDRED AND SIXTEEN THOUSAND ONE HUNDRED AND TWENTY-EIGHT DOLLARS (\$216,128); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that it represented a continuation of the Village's multi-year effort to modernize underground infrastructure, ensuring system reliability, compliance with environmental standards, and long-term service quality for residents. He said that the water line replacements are nearly complete, with only minor meter connections remaining on the southern end and that the focus is now shifting to the final segment of wastewater improvements, which requires new engineering design and oversight.

He said that the new engineering work will redesign the line's elevation and pitch, allowing it to flow directly east to Harbor Way and the main pump station, creating a more efficient and reliable system.

Councilman Sklar questioned whether these engineering services had already been covered under prior contracts, stating that it felt like CGA appeared on the agenda frequently for additional work authorizations. He requested that for the next Council meeting, staff provide a summary of all payments made to CGA to date for transparency and tracking purposes.

Mr. Gonzalez clarified that while the overall utility modernization was master-planned years ago, each neighborhood phase requires its own detailed engineering and permitting scope, which is separately contracted as those sections advance.

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 Councilman David Wolf.

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

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH METRO EXPRESS, INC. FOR THE PROVISION OF CONCRETE CURBING/SIDEWALK CONSTRUCTION, MILLING AND RESURFACING OF ASPHALT CONCRETE, AND STRIPPING OF VILLAGE

STREETS AND PARKING LOTS, AT AN ANNUAL COST NOT TO EXCEED BUDGETARY ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item, explaining that Metro Express has served as the Village's primary contractor for roadway and surface restoration work associated with the ongoing water, sewer, and stormwater utility projects within the gated community. He said that the Village's original agreement with Metro Express had been established through a "piggyback" procurement method under an existing competitively bid contract from the City of Miami Beach, and that Miami Beach contract has since expired, making it no longer available for continued use, and that Metro Express agreed to allow the Village to piggyback onto a newer contract held with the Town of Cutler Bay. He added that they also consented to temporarily extend the expired Miami Beach contract through December 15 so that the Village could process federal expenditures.

Mr/ Gonzalez noted that the newer Cutler Bay contract reflects increased unit costs—approximately 20 percent higher than the prior Miami Beach agreement due to general construction cost escalation over the past several years.

Councilman Sklar asked for clarification on the cost difference between the two contracts and the approximate financial impact, to which Mr. Gonzalez explained that while the total remaining work is estimated at \$2 to \$2.5 million, the change in contract pricing represents about a \$500,000 increase overall. He noted that this escalation was expected, as the original Miami Beach contract had been bid roughly five to six years earlier.

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 Councilman David Wolf.

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

R7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A SOLE SOURCE PROCUREMENT AND AGREEMENT WITH EVERON, LLC (FORMERLY ADT COMMERCIAL) FOR THE PURCHASE AND INSTALLATION OF A CLOSED-CIRCUIT CAMERA SYSTEM (CCTV) FOR THE HARBOURFRONT PARK, JETTY, AND CUTWALK PROJECT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-SIX THOUSAND EIGHT HUNDRED ELEVEN DOLLARS (\$196,811.00) AND AN ALTERNATE IN THE AMOUNT OF THIRTY-NINE THOUSAND NINE HUNDRED SEVENTY-SEVEN DOLLARS (\$39,977); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the CCTV project is an integral component of the larger Jetty / Harbourfront Park improvement initiative, though broader in scope because it directly supports the Village's public safety and security infrastructure. He said that the Village had selected Evron Systems (ADT Commercial) several years ago as its vendor for municipal security cameras, and because these new cameras must integrate seamlessly with the Village's existing CAD (computer-aided dispatch) and police monitoring systems, Evron was the only qualified provider capable of ensuring system compatibility.

He said that the system will enhance the Village's monitoring capability and serve as a resource for partnering agencies such as Border Patrol, the Florida Fish and Wildlife Conservation Commission, and other law enforcement entities.

He said that funding for the cameras is already included within the Jetty Project budget, and staff plan to pursue additional grant opportunities to offset costs and that an optional add-on of \$39,977 would be for two additional cameras to be installed beneath the bridge, pending permitting approval from the Florida Department of Transportation (FDOT).

Councilman Sklar asked whether the Police Department would be directly monitoring the new system, to which Mr. Gonzalez confirmed that all camera feeds would be integrated with its CAD platform. Councilman Sklar then inquired why the procurement did not go through a new competitive bid to which Mr. Gonzalez clarified that while the Village had initially conducted a full bid process when selecting Evron, continuity of equipment and service under the same platform required a single-source extension.

Councilman Wolf asked if the cameras would be hardwired or Wi-Fi enabled, to which Matilde Reyes, Capital Program Director, responded that the cameras would be hardwired via underground fiber connections along the Jetty, transmitting data securely back to the Police Department's server.

Councilman Levy asked for a cost breakdown, to which Ms. Reyes clarified that the quoted cost includes nine multi-sensor, 360-degree cameras, all posts, hardware, fiber installation, and connection work. She added that the additional two optional bridge cameras— included as alternates—would only be pursued if FDOT permits are secured.

Councilman Sklar then asked about durability and warranties, given the harsh marine environment, to which Ms. Reyes said that the cameras are marine-grade, weatherproof units designed for saltwater exposure and come with long-term warranties.

Mr. Meyers said that he had reviewed the procurement and found it legally sufficient as a sole-source contract, confirming that the justification meets statutory and procurement policy requirements.

There were no comments from the public.

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

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

R7E A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE BAL HARBOUR VILLAGE LEGISLATIVE AGENDA FOR THE 2026 FLORIDA LEGISLATIVE SESSION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was considered at 8:08 P.M. following Agenda Item R7F. Mr. Gonzalez introduced the item, noting that the legislative session would begin in January 2026, earlier than usual, and that the Village needed to adopt its agenda in advance to align with filing deadlines and coordination efforts in Tallahassee.

He said that the Village traditionally maintains a focused and practical legislative agenda, centered on matters directly affecting the Village rather than broader policy issues that are typically handled by regional bodies such as the Florida League of Cities. He said that for 2026, the proposed agenda includes two principal appropriation requests, the Camden Drive Sanitary Sewer Project, and the living shoreline sustainability initiative for the Jetty and Harbourfront Park.

He then highlighted three legislative issues requiring close attention in 2026, Senate bill 180, property tax reform, and continued oversight of the Live Local Act.

There were no comments from the public.

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

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

R7F A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GROISMAN, LLC FOR GOVERNMENT RELATIONS AND STRATEGIC CONSULTING SERVICES AT A MONTHLY COST OF \$10,000; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AUTHORIZING A BUDGET AMENDMENT TO THE FY 2025-2026 BUDGET TO PROVIDE FUNDING THEREFOR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This item was considered at 7:56 P.M. following the Consent Agenda. Mr. Gonzalez introduced the item saying that former Bal Harbour Mayor, Gabriel Groisman, had already been assisting Bal Harbour for more than a year on legislative and intergovernmental matters regarding the Live Local Act and issues involving the Bal Harbour Shops development. He said that Mr. Groisman's assistance had initially been on an informal,

pro bono basis, but his involvement had expanded significantly across two legislative sessions. He said that Mr. Groisman's had agreed to a monthly rate of \$8,333 under a reduced "hometown discount" rate recognizing his residency and vested interest in the Village

Councilman Sklar praised Mr. Groisman's willingness to reduce his fees out of civic pride. He questioned whether two lobbyists were necessary, suggesting phasing out Ron Book's contract. Mayor Freimark responded that both had distinct strengths, Mr. Book's for appropriations and Mr. Groisman's for direct legislative and federal engagement and recommended keeping both. Councilman Sklar reiterated his concern about cost and potential conflicts of interest.

Mr. Gonzalez said that Mr. Groisman's expanded role would complement the Village's existing lobbying relationship with Ron Book, P.A., creating a two-tiered advocacy team. He said that Mr. Groisman would focus on local, state, and federal legislative strategy and regulatory engagement, while Mr. Book's firm would continue to manage appropriations and funding requests, and that he would continue coordinate all lobbying activities to ensure alignment and accountability.

Mr. Groisman thanked the Council and Staff for the opportunity to continue serving Bal Harbour, describing his 20 years of experience as an attorney and former mayor, and emphasizing that he approached the role with a personal investment in the Village's success. He said he viewed the position not simply as a professional contract but as an extension of his ongoing commitment to his community, where he lives with his family.

Vice Mayor Salver expressed his support for the agreement noting that Mr. Groisman's past result, especially during the Live Local Act discussions, demonstrated his effectiveness.

Councilman Wolf said that Mr. Groisman's "deep local understanding and professional network" would enhance the Village's presence in Tallahassee.

Penny Sepler, 10275 Collins Avenue, spoke in strong support of the engagement, stating that Mr. Groisman's longstanding relationships at both the state and federal levels made him "an absolute asset to the Village.

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

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

R7G A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION AND INSTALLATION OF A PROPOSED ART EXHIBIT CURATED BY THE OPERA GALLERY; TO BE PLACED IN PUBLIC SPACES LOCATED IN THE VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the Village has had a long term partnership with the Opera Gallery, which he said was one of Bal Harbour's most successful and cost-efficient cultural collaborations. He noted that the relationship allows the Village to rotate museum-quality sculptures and installations at no cost, as Opera Gallery covers all expenses associated with curation, transportation, installation, removal, and insurance.

Ramiro Inguanzo, Assistant Village Manager, presented the details of the proposed rotation of outdoor artwork curated by the Opera Gallery. He noted that the partnership, has become a defining feature of Bal Harbour's visual and cultural identity, transforming public spaces into open-air galleries that complement the Village's luxury and design aesthetic. He said that the new curation was developed in consultation with local cultural partners and museum advisors, all of whom expressed strong support for the continued collaboration.

He provided visuals of the proposed artworks, explaining that a metallic sculpture by Manolo Valdez would be replacing Marc Quinn's "Myth Venus" (Kate Moss yoga pose). Mr. Gonzalez noted that Valdés's art has strong ties to the Village; previous Valdés pieces had been exhibited along Collins Avenue and 96th Street.

Mr. Inguanzo described two additional pieces by artist Xavier Mascaró under consideration for placement in Bal Harbour Waterfront Park saying that these works are still being evaluated for exact siting and may be installed temporarily during Art Basel/Miami Art Week.

He then described works by William Barbosa that would replace Kenny Scharf's installations that had stood outside the Gated Community, which he said continue the colorful, playful tradition but introduce a fresh aesthetic.

He then showed abstract wall pieces by Alfred Haberpointner proposed to be installed inside the Waterfront Park Community Center.

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 Councilman Buzzy Sklar.

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

R7H A RESOLUTION APPROVING AN AGREEMENT WITH ONCE TRECE LLC. FOR THE CREATION AND INSTALLATION OF A TEMPORARY ART EXHIBIT AT THE BAL HARBOUR WATERFRONT PARK IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Village Manager Jorge Gonzalez introduced the item within the context of Bal Harbour's growing public art and cultural engagement strategy, quoting from the staff memo that "public art exists to elevate the human spirit and to remind us that beauty still speaks the language of the soul." He described the installation and its companion item (R7I) as part of the Village's effort to expand its cultural footprint during Miami Art Week.

Ms. Flores introduced an upcoming public art installation by artist Anna Bonamico at the 102nd Street Beach Access. She said that the mural would mirror the colors and style of a sculptural "oyster seat," a sofa-shaped piece inviting visitors to sit, interact, and take photos, and that it would remain on display through December.

Ms. Flores then described "Aspire to Inspire," a multimedia installation by artist Tania Esponda-Aja, who previously created the Village's Power of Words exhibit. She said that the components include a motivational mural on the basketball court wall, mirrored pieces on the yoga deck and dock, virtual sculptures accessible via QR codes, and uplifting signage featuring positive messages. She said that the installation was built for outdoor durability and would remain in place through January.

Mayor Freimark and Councilman Seth E. Salver both commended the project's creativity and integration of digital elements.

There were no comments from then public.

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

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

R7I A RESOLUTION APPROVING AN AGREEMENT WITH ANA BONAMICO FOR THE CREATION AND INSTALLATION OF THE PROPOSED TEMPORARY ART EXHIBIT AT THE 102nd STREET BEACH ACCESS PATH IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was combined and discussed with Agenda Item R7H.

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

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

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion - Speed Photo Enforcement Cameras - Councilman Buzzy Sklar

Councilman Sklar introduced the item saying that speed photo enforcement cameras are already being tested as a pilot program in Bay Harbor Islands, adding that the cameras are currently restricted by State law to operate only within school zones. He explained that forthcoming legislation in Tallahassee is expected to broaden that authority to allow installation outside school zones, potentially enabling Bal Harbour to participate once the law expands.

He said that their system has issued up to 500 speeding citations per day during school hours, and that within three months, the program achieved an estimated 90 percent reduction in speeding violations. He said that automated enforcement would allow officers to be redeployed to other community safety priorities, such as neighborhood patrols and marine enforcement, while maintaining a visible deterrent presence for reckless drivers.

Mayor Freimark commended the proposal and noting that the statistics from Bay Harbor were compelling, adding that it made sense for the Village to monitor developments at the State level and be prepared to act if enabling legislation passes.

Mr. Gonzalez then suggested the Council might wish to formally add the issue to the Village's legislative priorities list, adding that this proactive stance would position the Village to move quickly should the Legislature authorize expanded local use of speed enforcement technology.

Mr. Meyers said cameras in Bay Harbor Islands can issue citations throughout the day whenever drivers exceed the regular posted limit by 10 miles per hour or more, resulting in a \$100 civil penalty and that the current law already supports near-continuous enforcement and could serve as a model for broader adoption statewide.

There was a general consensus from the Council that the Village should support State legislation authorizing local use of speed cameras beyond school zones, and that the issue should be added to Bal Harbour's 2026 Legislative Agenda for monitoring and advocacy.

R9B Discussion - Playground Proposal West Collins Green Space - Councilman Alejandro Levy

Councilman Levy introduced the item saying that the topic had first arisen during the Village's August Mini Retreat, and that the green space was as an attractive but underused parcel, frequently occupied by dog walkers but otherwise lacking formal programming. He said the area's trees already provided significant shade, making it suitable for a small, rustic-style park with family-friendly features.

Councilman Sklar expressed support for adding more parks and open-space features throughout the Village, stating, adding that any new park in that location would need to be fully fenced, given its immediate proximity to Collins Avenue.

Mr. Gonzalez confirmed that the concept had already been preliminarily assigned to Ms. Flores for evaluation following the August Mini Retreat, and that Staff had engaged a playground equipment vendor to generate design concepts for the site. He added that beyond aesthetics, staff would evaluate key logistical factors, including fencing, lighting, and pedestrian access—along with the potential need for shade structures or surfacing materials. He said that the project was not currently budgeted, so the Council would need to consider funding options in future cycles.

Councilmembers generally agreed with the idea that a small, safe, and thoughtfully designed play space could enhance the quality of life for families west of Collins Avenue, provided that traffic safety, fencing, and community input are adequately addressed in the forthcoming designs.

R9C Discussion - Pedestrian Crossing Enhancements Collins Avenue - Councilman Alejandro Levy

Councilman Levy introduced the item noting that this issue had been raised multiple times in prior meetings, and that he was concerned by the lack of progress. He described his firsthand experiences using the crossing with his family, including pushing a stroller across Collins Avenue on weekends, and said it was "nerve-wracking" and unsafe due to poor visibility and driver inattention. He explained that while the existing pedestrian-activated flashing lights are intended to stop traffic, drivers frequently fail to notice them, especially during daylight hours when the lights are less visible.

He said that he had disagreed with an assessment by a representative from the Florida Department of Transportation (FDOT) who said that no additional lighting or signals were necessary, and he urged the Village to press the issue more aggressively.

Mayor Freimark agreed with Councilman Levy's safety concerns, saying that he personally avoids using that particular crosswalk altogether. He suggested that this issue should be among the first assignments for the Village's newly retained lobbyist, Gabriel Groisman of Groisman LLC, who could use his Tallahassee connections to escalate the matter directly with FDOT officials. He said that although the crosswalk technically meets design standards, common sense tells you it's unsafe.

Councilman Sklar agreed saying this had been a long-running battle with FDOT. He said that he and Public Works staff had previously met on-site with department engineers and had succeeded in getting “Don’t Walk” signs installed in front of the Oceana, adding that the Village must now follow up to ensure the state reinstates and delivers.

Village Gonzalez confirmed that the Village had been coordinating with FDOT for several years on this improvement. He said the crosswalk’s redesign remains on the department’s active project list.

Michael Alvarez, Utility Compliance Officer, reported that he last spoke with FDOT District 6 Transportation Engineer Rudy Garcia in April 2025, and that the project was tentatively funded for 2026, with design expected to begin midyear and construction projected for completion by late 2027. He said that Bal Harbour was currently “third in the queue” among all Miami-Dade municipalities seeking traffic signalization improvements. He offered to invite Mr. Garcia to the next Council meeting to provide an in-person update and answer questions directly.

Gonzalez said that while the crosswalk falls under State jurisdiction, the Village will continue to represent residents’ safety interests and use all available channels—local, state, and legislative—to push for solutions. He noted that if FDOT continues to delay, the Village may need to explore temporary safety enhancements, but that any permanent installation (such as an overhead light) would require FDOT approval.

There was a general consensus from the Council that FDOT engineer Rudy Garcia should be invited to the next Council meeting to brief the council and residents, and that the Village’s lobbyists and state representatives will continue to advocate for expedited implementation.

R9D PUBLIC COMMENT

Judah Sebag, aide to State Representative Fabian Basabe, reported on State legislative accomplishments including record grants for infrastructure and public safety, support for parental-choice education, environmental and coastal resilience, and healthcare initiatives. He encouraged residents to follow legislative updates and, speaking personally as an 18-year-old first-time voter, praised Basabe’s dedication to the district. Mayor Freemark thanked him and asked that future updates be scheduled formally on agendas.

Penny Sepler, 10275 Collins Avenue, thanked Mayor Freemark for his dignified leadership and visible presence at community and police events.

Joan Yesulaitis and Martha Collado, 10278 Collins Avenue described severe flooding on Collins Avenue that sent water into their property, damaging vehicles. They detailed three flood events, the worst on June 12, 2024, when eight cars were lost. Ms. Collado said maintenance workers told her the Village’s storm drains were clean but that state storm-

drain lines on Collins were full and could not absorb runoff, causing water to push into private property.

Mr. Gonzalez said such flooding was part of larger regional storm events and that drainage on Collins and 96th Street belongs to the State of Florida. He said that the Village cannot legally alter those drains, but Public Works would contact FDOT and coordinate with residents.

R10 - VILLAGE MANAGER REPORT

Mr. Gonzalez provided an update on ongoing litigation with the Bal Harbour Shops ownership group, announcing that the Village will be served with a new federal lawsuit that expands the scope of existing disputes. He noted that while the community was already aware of several active State court cases involving the Shops, including matters related to the Live Local Act, supermajority voting requirements, and noise complaints, this latest federal filing marked a significant escalation with broader implications. He said that, based on his initial review, the new complaint appears to challenge the core of the 2017 Development Agreement that authorized the Shops' major expansion, seeking to "undo all of the basic agreements" negotiated at that time.

He said that it targets the very conditions, public benefits, and infrastructure commitments that were established through years of collaboration between the Village and the developer. He said that, despite the project nearing completion after nearly eight years of permitting and construction, the Shops are now attempting to "rewrite history" through litigation that could even expose the Village to financial liability.

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Attorney Report

Mr. Meyers announced the following case numbers for the executive sessions:

- *Bal Harbour Shops, LLC vs Bal Harbour Village*, Case No. 2024-010142-CA-01 (noise)
- *Harbour Shops, LLC vs Bal Harbour Village*, Case No. 2024-001246-CA-01 (LLA)
- *Bal Harbour Shops, LLC vs Bal Harbour Village*, Case No. 2025-002494-CA-01 (FLUEDRA)
- *Bal Harbour Shops, LLC vs Bal Harbour Village*, Case No. 2025-010409-CA-01 (supermajority voting)
- *Bal Harbour Shops, LLC vs Bal Harbour Village*, Federal Case No. 1:25-cv-24938-XXX (taking and taxation)

END OF REGULAR AGENDA

ADJOURNMENT- The meeting was adjourned at 8:18 PM.



Attest:

Mayor Jeffrey P. Freimark

Dwight S. Danie, Village Clerk

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN BAL HARBOUR VILLAGE, THE TOWN OF SURFSIDE, AND THE TOWN OF BAY HARBOR ISLANDS TO FUND A POLICE SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER, AT AN ANNUAL COST NOT TO EXCEED THIRTY THOUSAND SEVEN HUNDRED TWENTY ONE DOLLARS AND SIXTY CENTS (\$30,721.60).

Issue:

Shall Bal Harbour Village enter into a Memorandum of Understanding with the Towns of Surfside and Bay Harbor Islands to fund a second Police Officer at Ruth K. Broad K-8?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

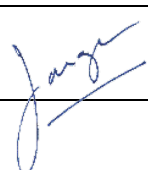
Florida Statutes, Section 1006.12, requires a "safe-school officer" at each public school in Florida. Miami-Dade County Public Schools provides one police officer at Ruth K. Broad K-8 Center. Since 2018, Bal Harbour Village, along with the Towns of Bay Harbor Islands and Surfside have collectively shared in the cost of funding a second School Resource Police Officer (SRO) from the Town of Bay Harbor Islands at this school. Most recently, in October 2024, the Village Council approved funding for a second police officer for the 2024-2025 school year at a total cost of \$64,927, with each of three municipalities funding a third of that total cost at \$21,642.33 each. On October 9, 2025, Bay Harbor Islands submitted an updated MOU for the 2025-2026 school year with a proposed increase to a total amount of \$92,164.80 to fund the second police officer, with each municipality covering one-third the cost at \$30,721.60 each. The reason for the increase is that Bay Harbor Islands had been underestimating the total cost to fund this second SRO over the past three years, and the \$92,164.80 is the estimated actual cost for the 2025-26 school year. Having two School Resource Police Officers present during school hours has proven to be beneficial to the school as well as the surrounding community and funding is recommended.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$30,721.60	Management Expense - Legislative	01-11-504901

Sign off:

Assistant Village Manager	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	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: November 18, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN BAL HARBOUR VILLAGE, THE TOWN OF SURFSIDE, AND THE TOWN OF BAY HARBOR ISLANDS TO FUND A POLICE SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER, AT AN ANNUAL COST NOT TO EXCEED THIRTY THOUSAND SEVEN HUNDRED TWENTY ONE DOLLARS AND SIXTY CENTS (\$30,721.60); PROVIDING FOR IMPLEMENTATION, PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Florida Statutes, Section 1006.12, requires a "safe-school officer" at each public school in Florida. In November 2018, Miami-Dade County voters approved, by an overwhelming majority, an additional 0.75 mills of ad valorem taxes to be levied and paid to the Miami-Dade County Public Schools (MDCPS) to use for operational expenses, including the increase and support of school safety and security personnel. This referendum sunset on June 30, 2023. An additional referendum was placed on the November 8, 2022 ballot in Miami-Dade County asking voters to approve a levy for an additional millage of up to 0.1 mills of ad valorem taxes paid to MDCPS so they can continue to fund operational expenses, including school safety and security personnel at all public and charter schools in Miami-Dade County. The 2022 referendum was overwhelmingly approved by over 65% of the voters of Miami-Dade County and will remain in place through June 30, 2027.

Since 2018, Bal Harbour Village, along with the Towns of Bay Harbor Islands and Surfside have collectively shared in the cost of funding a School Resource Police Officer from the Town of Bay Harbor Islands at Ruth K. Broad K-8 Center.

For the 2022-2023 school year, staff from Bal Harbour, Bay Harbor Islands and Surfside met with staff from the MDCPS who agreed to fully fund the cost of one School Resource Police Officer from the MDCPS Police Department for the 2022-2023 School year beginning on August 17, 2022. In addition, Bal Harbour Village, along with the Towns of Bay Harbor Islands and Surfside, agreed to continue to fully fund a second Police Officer

from the Town of Bay Harbor Islands that would be present along with the Police Officer from the MDCPS for the 2022-2023 school year.

At the May 17, 2022 Village Council meeting, Councilman Sklar had placed a Discussion Item to discuss funding a second Police Officer at Ruth K. Broad K-8 Center. At the October 2023 Village Council meeting, the Council approved a Resolution which provided for the funding by Bal Harbour Village of \$21,007.03, one third the cost, for this second Police Officer for the 2023-2024 school year, with the Towns of Bay Harbor Islands and Surfside also each funding this position at \$21,007.03 for a combined total between all three municipalities of \$63,021.09. In October 2024, the Village Council approved a subsequent approval for the new year which provided funding at a slight increase to a total of \$64,927 to fully fund the Police Officer at Ruth K. Broad K-8 Center for the 2024-2025 school year, with each of three municipalities funding a third of that total cost at \$21,642.33 each.

On October 9, 2025, Bay Harbor Islands submitted an updated MOU for the 2025-2026 school year with a proposed increase total amount of \$92,164.80 to fund the second police officer at Ruth K. Broad, with each municipality covering one-third cost at \$30,721.60 each. The reason provided for the increase is that the Town of Bay Harbor Islands had underestimated the total cost to fund this second SRO over the past three years. The Attached memorandum from the Town of Bay Harbor Islands summarizes the actual expenses for each of the past three fiscal years and provides the details of what each of the three municipalities contributed. The \$92,164.80 is the estimated actual cost by the Town of Bay Harbor Islands to fully fund the second School Resource Police Officer for the 2025-26 school year. The Councils for the Town of Surfside and the Town of Bay Harbor Islands have already approved their portion of this cost, each at \$30,721.60.

ANALYSIS

Having two School Resource Police Officers present at Ruth K. Broad K-8 Center during school hours Monday through Friday has proven to be beneficial to the school as well as the surrounding community and funding for the 2025-2026 school year is recommended.

THE BAL HARBOUR EXPERIENCE

Ensuring Safety in our community is one of the main elements of *The Bal Harbour Experience* and approval of this item helps support the Village's efforts in this area by augmenting the police services provided by the MDCPS and providing an additional municipal police officer in our community local public school.

CONCLUSION

The Approval of this Resolution is recommended as the health, safety and welfare of the children in our community is a priority, and the Village has been able to proactively augment services at our local public school in a number of ways over the past several years in partnership with our neighboring municipalities and the Miami-Dade County Public

Schools (MDCPS). Funding this fiscal year for the second School Resource Police Officer in the amount of \$30,721.60 is therefore recommended.

Attachments:

1. Memorandum from the Town of Bay Harbor Islands Summarizing Expenses for SRO for the past 3 Fiscal Years
2. Memorandum of Understanding (MOU) between Bal Harbour Village, and the Towns of Bay Harbor Islands and Surfside for the 2025-2026 School Year

RESOLUTION NO. 2025-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN BAL HARBOUR VILLAGE, THE TOWN OF SURFSIDE, AND THE TOWN OF BAY HARBOR ISLANDS TO FUND A POLICE SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER, AT AN ANNUAL COST NOT TO EXCEED THIRTY THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS AND SIXTY CENTS (\$30,721.60); PROVIDING FOR IMPLEMENTATION, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village ("Village"), the Town of Surfside ("Surfside") and the Town of Bay Harbor Islands ("Bay Harbor") are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of the Village, Surfside and Bay Harbor attend Ruth K. Broad K-8 Center School ("School") which is located in Bay Harbor; and

WHEREAS, since 2018, the Village, Surfside and Bay Harbor have collectively and equally shared the excess costs of funding one School Resource Police Officer ("Resource Officer") at the School during school hours, with the Miami-Dade Public Schools ("MDCPS"), which provided a \$30,000 reimbursement for this cost; and

WHEREAS, for the 2022-23 school year, MDCPS agreed to fully fund the cost of one Resource Officer; and the Village, Surfside and Bay Harbor agree to fully fund a second Resource Officer from the Town of Bay Harbor Islands to be present at the School along with the Resource Officer from MDCPS; and

WHEREAS, for the 2023-24 school year, the three municipalities continued funding for the second Officer at a cost of \$63,021.09, to be divided equally among the three municipalities, resulting in a cost of \$21,007.03; and

WHEREAS, the cost to fully fund the second Police Officer at Ruth K. Broad K-8 for the 2024-2025 school year was \$64,927, with each of the three municipalities funding a third of that total cost in the amount of \$21,642.33 each; and

WHEREAS, the cost to fully fund the second Police Officer at Ruth K. Broad K-8 for the 2025-2026 school year is \$92,164.80, representing a significant increase over 2024-

25, with each municipality funding a third of the total cost in the amount of \$30,721.60; and

WHEREAS, this Council has determined that it is in the best interest of the Village to approve the Memorandum of Understanding between the Village, Surfside and Bay Harbor, providing for an equal share of the cost of a second Resource Officer.

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

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

Section 2. MOU Approved. That the MOU between the Village, Surfside and Bay Harbor, providing for an equal share of the cost of the second Resource Officer, 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 any and all action necessary to implement the purposes of the Resolution.

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

PASSED AND ADOPTED this 18th day of November, 2025.



Mayor Seth E. Salver

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE TOWN OF SURFSIDE, THE
VILLAGE OF BAL HARBOUR, AND THE TOWN
OF BAY HARBOR ISLANDS**

This Memorandum of Understanding ("MOU") is entered into this 8th day of October, 2025 by and between The Town of Surfside ("Surfside"), The Village of Bal Harbour ("Bal Harbour") and the Town of Bay Harbor Islands ("Bay Harbor Islands"). Surfside, Bal Harbour, and Bay Harbor Islands are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, Surfside, Bal Harbour, and Bay Harbor Islands are municipalities located within Miami-Dade County that border each other; and

WHEREAS, children who are residents of Surfside, Bal Harbour, and Bay Harbor Islands attend Ruth K. Broad K-8 Center School ("School") which is located in Bay Harbor Islands; and

WHEREAS, Bay Harbor Islands intends to execute a Memorandum of Understanding with the Miami-Dade County School Board ("School Board") in which the School Board will provide their own School Resource Officer ("SRO") at Ruth K. Broad; and

WHEREAS, in addition to the School Board's assigned SRO, the Town of Bay Harbor Islands will provide an additional SRO at Ruth K. Broad that will serve to further protect the safety of the children who reside within Surfside, Bal Harbour, and Bay Harbor Islands; and

WHEREAS, the Parties understand and agree that the cost of the Town of Bay Harbor Island's appointed Resource Officer will be approximately \$92,164.80 per year; and

WHEREAS, the Parties wish to equally share the cost of the Town appointed SRO. The equal share of the cost is \$30,721.60 for each of the parties (municipalities) involved; and

WHEREAS, the Parties find that the adoption of this Memorandum of Understanding is in the best interest of the residents of Surfside, Bal Harbour, and Bay Harbor Islands.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Parties agree to equally share the Excess Cost of the Resource Officer.¹
3. Within thirty (30) days after the end of the school year, Bay Harbor Islands shall prepare and send Surfside and Bal Harbour an invoice identifying the hours worked by the Town appointed Resource Officer, the total cost of the Town appointed Resource Officer, and each Party's equal share of the Cost ("Invoice"). Surfside and Bal Harbour shall pay their equal share of the Cost

¹ The anticipated Town appointed Resource Officer expense is \$92,164.80 divided by 3 (Bay Harbor / Bal Harbour / Surfside) equals \$30,721.60 each.

share of the Cost ("Invoice"). Surfside and Bal Harbour shall pay their equal share of the Cost within thirty (30) days of their receipt of the Invoice.

4. Bal Harbour and Surfside's obligations under this MOU are solely limited to their financial contribution of approximately \$30,721.60 each. Nothing in this agreement permits, and Bal Harbour and Surfside do not have the ability to exercise, any control over any aspect of the employment, duties, tasks, responsibilities, operations, actions or inactions of any Resource Officer(s) employed by Bay Harbor Islands. Under no circumstance shall this MOU provide the basis for any claim that: a) the Town appointed Resource Officer is an employee or agent of Bal Harbour or Surfside; or b) Bal Harbour or Surfside are a "joint employer" of the Town appointed Resource Officer or are in any way responsible for the actions or inactions of the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for the employment of the Town's appointed Resource Officer and payment of salary, wages, and fringe benefits, if any, to the Town appointed Resource Officer. Bay Harbor Islands shall be solely responsible for any employment-based claims made by the Town appointed Resource Officer, including claims for the payment of salary, wages, fringe benefits, and for unlawful termination, and for any claims based on the employee's actions or inactions. Under no circumstance shall this MOU provide the basis for any Party to make a claim against any other Party for indemnification.
5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.
6. The Parties have had the opportunity to consult with legal counsel of their choosing.
7. The Parties signify their agreement with this MOU by affixing their signatures below.
8. This MOU shall become effective the date on which it is fully ratified by the Parties ("Effective Date"). The term of this MOU shall run concurrently with the term of Bay Harbor Island's Memorandum of Understanding with the School Board, a copy of which is attached hereto as Exhibit "A."

Town of Bay Harbor Islands, Florida

By: 
Lindsley Noel, Town Manager

Date: 10/9/2025

Town of Surfside, Florida

By: 
Sandra McCready, Acting Town Manager

Date: 10/29/2025

Village of Bal Harbour, Florida

By: _____

Date: _____

Jorge Gonzalez, Town Manager



Town of Bay Harbor Islands

Interoffice Memorandum

To: Luis Alvarez, Police Chief
Lindsley Noel, MAcc, Town Manager

From: Tony Bryan, Finance Director

Gerald
(Tony) Bryan

Digitally signed by
Gerald (Tony) Bryan
Date: 2025.10.20
18:15:56 -04'00'

Date: 10/20/2025

Subject: Ruth K Broad SRO Costs Billings to Bal Harbor and Surfside

The Town of Bay Harbor Islands (the Town), the Village of Bal Harbor (Bal Harbor) and the Town of Surfside (Surfside) all collaborate to share the cost of the School Resource Officer (SRO) at Ruth K. Broad. At the start of each fiscal year, the Town bills Bay Harbor and Surfside one-third of the estimated cost of the SRO wages for the upcoming year.

We noted that the actual cost for the SRO has exceeded the estimated / billed cost in each of the past three fiscal years. As shown in the table below, over the period FY2023, FY2024, and FY2025 the Town underbilled Bay Harbor and Surfside a total of \$15,449.35 each

	FY 2023	FY 2024	FY 2025	Total
SRO Wages	63,093.18	83,963.38	82,240.49	229,297.05
less School Board Contribution	(30,000.00)	-	-	(30,000.00)
Total cost to be allocated to Bay Harbor, Surfside and Bal Harbor)	33,093.18	83,963.38	82,240.49	199,297.05
divided by 3 equals Actual Cost to each municipality	11,031.06	27,987.79	27,413.50	66,432.35
Estimated Cost	55,000.00	63,022.00	64,927.00	182,949.00
less School Board Contribution	(30,000.00)	-	-	(30,000.00)
Estimated cost to be allocated to Bay Harbor, Surfside and Bal Harbor)	25,000.00	63,022.00	64,927.00	152,949.00
divided by 3 equals amount billed to each municipality	8,333.33	21,007.33	21,642.33	50,983.00
Amount underbilled to each municipality	2,697.73	6,980.46	5,771.16	15,449.35

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

**A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA;
AMENDING THE FY 2025 OPERATING AND CAPITAL BUDGET.**

Issue:

Should Council approve the Resolution amending the FY 2025 Budget?

The Bal Harbour Experience:

- | | | |
|---|---|--|
| ☐ Beautiful Environment | ☐ Safety | ☐ Modernized Public Facilities/Infrastructure |
| ☐ Destination & Amenities | ☐ Unique & Elegant | ☐ Resiliency & Sustainable Community |
| ☒ Other: <u>Organizational Priorities and Internal Infrastructure</u> | | |

Item Summary / Recommendation:

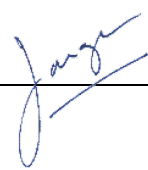
In accordance with Florida Statutes Section 166.241(4), the Village's final FY 2025 budget amendment should be adopted within 60 days following the end of the Fiscal Year. Budget amendments are required to adjust for unanticipated revenues and expenditures that have occurred since the adoption of the original budget.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$120,000	Various	10-52-5XXXXX

Sign off:

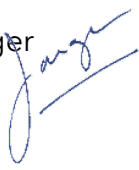
	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- V I L L A G E -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: November 19, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING THE FY 2025 BUDGET BY REVISING THE 2025 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE VILLAGE MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Council adopt the end of year budget amendment for Fiscal Year (FY) 2025 Operating and Capital Improvement Program Budget.

BACKGROUND

In accordance with Florida Statutes Section 166.241(4), the Village's final FY 2025 budget amendment should be adopted within 60 days following the end of the Fiscal Year. Budget amendments are required to adjust for unanticipated revenues and expenditures that have occurred since the adoption of the original budget.

The budget is the key fiscal document which determines how the Village obtains its resources and how it allocates them. It encapsulates most key decisions of consequence made by the organization, and is the expression of public policy priorities and legally authorizes the purposes for which public resources may be spent. Local governments must maintain an accounting system that assures that restricted resources are not inadvertently expended for inappropriate purposes. In practice, these requirements have led to a system of 'fund' accounting and reporting.

The Village has four primary funds, the General Fund, Tourism Fund, Security and Landscape Assessment Fund, and the Water & Sewer Fund. The General Fund is the Village's primary operating fund. It is used to account for the financial resources of the general government and operating departments except those required to be accounted for in another fund. The Tourism Fund, Security and Landscape Assessment Fund, and the Water & Sewer Fund, serve to isolate discrete revenue and expenditures for these specific purposes; they are proprietary in nature. The State Forfeiture Fund is restricted, the use of revenue within this fund must follow an approval process required by State Statute with subsequent approval by the Village Council.

The Village maintains budgetary controls to ensure compliance with legal provisions embodied in the annual appropriated budget that the Village Council approves. The level of budgetary control is established at the department level. Annual operating budgets are adopted for all Governmental Funds. Budgetary control for Capital Projects is achieved on a project-by-project basis when funding sources become available.

ANALYSIS

The following items are included in the final FY 2025 budget amendment Exhibit A:

Resort Tax Fund (10)

Revenues (\$120,000 adjustment): Represents a conservative estimate of excess revenue received than anticipated to cover budget adjustments.

- Resort Tax Revenue: Increase of \$120,000 more resort tax revenue received than anticipated.

Expenditures (\$120,000 adjustment):

- Repair and Maintenance: \$120,000: During FYE 2025, the Village Council approved several projects to improve and repair the jogging path and hardpack infrastructure along Atlantic Way. These included widening the path to alleviate pedestrian congestion along the vehicle access road and restoring electrical and irrigation services in the Pedestrian Beach Area. The total council-approved cost for both projects was approximately \$200,000, with \$80,000 of this amount being absorbed within the Public Works and Beautification FYE 2025 Resort Tax budget.

This item is simply to adjust revenue and budget authority at the end of the FY. As a current year, FY 2026 mid-year budget amendment, I will bring forward for your approval a separate agenda item to carryforward the balance of the funds for ongoing projects or projects planned in FY 2025 which will be undertaken or completed during FY 2026. The mid-year amendment is consistent with best practices for municipal governance, and will provide for the allocation of funding for the completion of ongoing projects occurring in the current fiscal year. As in prior years, we anticipate having an operating surplus which has been programmed in the past to grow our reserves with a goal of maintaining one hundred percent of operating expenditures, the other half would be designated toward a capital reserve fund balance for future capital projects. Given the continued strong and stable financial position of the General Fund, this year and given the Village Council's recent endorsement of the five-year capital improvement program, I will again propose that we waive this policy by allocating the excess FY 2026 General Fund surplus at year end toward the Capital Projects Reserve.

THE BAL HARBOUR EXPERIENCE

Florida Statutes Section 166.241(4) requires final budget amendments to be adopted within 60 days following the end of the Fiscal Year.

CONCLUSION

The approval of the FY 2025 end of year budget amendment modifies the appropriation for the Resort Tax Fund. This establishes a best practice which the Village will continue with the close-out of future fiscal years by formally amending the Budget appropriation by fund consistent with State Statute, for inclusion in the Village financial statements.

Attachments:

1. Exhibit A - Final Budget Amendment

RESOLUTION NO. 2025-__

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING THE FY 2025 BUDGET BY REVISING THE 2025 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; AUTHORIZING THE VILLAGE MANAGER TO DO ALL THINGS NECESSARY TO CARRY OUT THE AIMS OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, upon the periodic review and analysis of current budgetary commitments and obligations, and based upon the projected needs and requirements of the Village and upon the recommendations of the Village Manager (and the concurrence of the Chief Financial Officer as to Accounting Principles); it is deemed necessary to adjust, amend and implement the FY 2025 Operating and Capital Budget as set forth in Exhibit "A" attached hereto and made a part hereof.

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. **Amendment Approved.** That the Village Council hereby approves the amendment of the FY 2025 Operating and Capital Improvement Program Budget as set forth on the attached Exhibit "A" which exhibit is deemed incorporated by reference as though set forth in full herein.

Section 3. **Manager Authorized.** That the Village Manager is hereby authorized to do all things necessary to carry out the aims of this Resolution.

Section 4. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof. That this Resolution shall take effect immediately upon the adoption hereof and shall be applicable retroactively from and after October 1, 2024.

PASSED AND ADOPTED this 18th day of November, 2025.



Mayor Seth E. Salver

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

BAL HARBOUR

- V I L L A G E -

Resort Tax Fund - Revenues and Expenditures Summary

	FY 2025 Adopted	FY 2025 Amended	FY 2025 Proposed Budget Amendments	FY 2025 Proposed Budget Amended
RESORT TAX FUND				
REVENUE:				
Operating Revenue	5,525,000	\$ 5,525,000	\$ 120,000	\$ 5,645,000
Appropriation of Fund Balance/Carryover	335,000	4,841,700		4,841,700
TOTAL RESORT TAX REVENUE	\$ 5,860,000	\$ 10,366,700	\$ 120,000	\$ 10,486,700
EXPENDITURES - RESORT TAX ELIGIBLE FUNCTIONS:				
TOURISM & MARKETING				
Salaries & Benefits	\$ 408,400	\$ 408,400	\$ -	\$ 408,400
Other Operating	1,657,700	1,657,700	-	1,657,700
Operating Capital	-	219,500	-	219,500
TOTAL TOURISM & MARKETING	2,066,100	2,285,600	-	2,285,600
BEAUTIFICATION/GREENSPACE				
Salaries & Benefits	483,000	483,000	-	483,000
Other Operating	1,499,600	1,499,600	120,000	1,619,600
Operating Capital	-	37,200	-	37,200
TOTAL BEAUTIFICATION/GREENSPACE	1,982,600	2,019,800	120,000	2,139,800
LAW ENFORCEMENT				
Salaries & Benefits	425,100	425,100	-	425,100
Other Operating	32,000	32,000	-	32,000
Operating Capital	140,000	140,000	-	140,000
TOTAL LAW ENFORCEMENT	597,100	597,100	-	597,100
RECREATION, ARTS & CULTURE				
Salaries & Benefits	521,800	521,800	-	521,800
Other Operating	692,400	692,400	-	692,400
TOTAL RECREATION, ARTS & CULTURE	1,214,200	1,214,200	-	1,214,200
CAPITAL PROGRAM				
Operating Capital	-	4,250,000	-	4,250,000
TOTAL CAPITAL PROGRAM	-	4,250,000	-	4,250,000
TOTAL RESORT TAX FUND - EXPENDITURES	\$ 5,860,000	\$ 10,366,700	\$ 120,000	\$ 10,486,700
ALL DEPARTMENTS EXPENDITURES				
Salaries & Benefits	\$ 1,838,300	\$ 1,838,300	\$ -	\$ 1,838,300
Other Operating	3,881,700	3,881,700	120,000	4,001,700
Operating Capital (Including Capital Projects)	140,000	4,646,700	-	4,646,700
TOTAL ALL DEPARTMENTS EXPENDITURES	\$ 5,860,000	\$ 10,366,700	\$ 120,000	\$ 10,486,700

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR PROJECT SUPPORT, GRANT ADMINISTRATION, AND CONSULTING SERVICES ON AN HOURLY BASIS AT A COST NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS FOR A THREE-YEAR TERM WITH THE OPTION TO RENEW FOR UP TO THREE ADDITIONAL ONE-YEAR EXTENSIONS.

Issue:

Should the Village Council approve the renewal of the agreement with In Alignment Consulting, LLC to continue providing grant administration and project support services?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Bal Harbour Village first engaged In Alignment Consulting in 2020 to support the Village's efforts to identify and secure grant funding for major capital and resiliency projects. Since that time, the Village has been awarded approximately \$20.7 million in grant funding, with an additional \$9 million in applications submitted and pending decision. These investments have helped advance critical infrastructure projects while reducing the Village's reliance on the General Fund. The Consultant provides strategic project support that bridges grant funding, permitting processes, procurement, and legislative actions. The annual cost of these services has remained stable at approximately \$62,000 for the past five years, providing the Village with consistent, high-value support that strengthens grant performance, streamlines coordination with funding agencies, and helps advance complex projects in partnership with Village staff. This includes facilitating interagency communication, assisting with documentation required by funding partners, and helping ensure projects remain aligned with programmatic and regulatory requirements. The Consultant's work is directly tied to several of the Village's largest and most complex initiatives, including the Harbourfront Park, Waterfront Park, the New Village Hall and EOC, and public works, recreation, and beautification improvements. As these projects move into construction and post-award phases, continued support is essential to maintain project momentum, fulfill administrative requirements, and ensure the Village remains well positioned for future funding opportunities.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Capital Programs Director	Chief Financial Officer	Village Manager
Matilde E. Reyes, RA	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: November 18, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR PROJECT SUPPORT, GRANT ADMINISTRATION, AND CONSULTING SERVICES ON AN HOURLY BASIS AT A COST NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS FOR A THREE-YEAR TERM WITH THE OPTION TO RENEW FOR UP TO THREE ADDITIONAL ONE-YEAR EXTENSIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

At the early stages of the Village's Capital Program Development, a concerted effort was made to secure all available grant and outside funding opportunities to support the Village's infrastructure and resiliency investments. As the program evolved and the scope of projects grew more complex, it became necessary to engage a dedicated consultant to support the Village's efforts in securing and managing grant funding and navigating the administrative and regulatory requirements tied to these funding sources and their respective projects.

Since 2020, In Alignment Consulting has provided support to the Village in pursuing competitive grant opportunities and assisting with project-level coordination, compliance tracking, and legislative and administrative actions. Over the past five years, this engagement has grown to reflect the increasing size and complexity of the Village's capital program. A new agreement is now required to align with the expanded scope of services and ensure continued support as the Village enters major construction and compliance phases for multiple projects simultaneously.

ANALYSIS

As of September 30, 2025, Bal Harbour Village has secured approximately \$20.7 million in awarded grant funding. This includes approximately \$13.3 million from the Florida Department of Environmental Protection (FDEP), \$6.1 million from the Florida Inland Navigation District (FIND), \$1.2 million from the Florida Department of Commerce, and approximately \$335,000 from the Florida Department of Transportation. These awards represent a significant investment in the Village's infrastructure and resiliency initiatives

and have substantially reduced reliance on the Village's General Fund. In addition, grant applications totaling approximately \$9 million have been submitted and are awaiting funding decisions.

The Consultant's work is directly tied to the Village's largest capital initiatives. This includes extensive involvement with the Harbourfront Park, Jetty and Cutwalk Resilience Project, which received an \$8 million Resilient Florida award. Support has included pre- and post-award compliance, agency coordination with FDEP, FDOT, FDOC, USACE, and Miami-Dade County, permit submission and tracking, procurement support, and coordination with the Village Attorney's Office and the Capital Programs Director.

For the Waterfront Park Project, the Consultant supported the Village in securing grant funding, providing project administration support through construction, assisting with compliance and regulatory requirements, and supporting legal counsel on contractor and Consultant-related matters.

For the New Village Hall and Emergency Operations Center, the Consultant has assisted with strategic positioning for future funding opportunities, eligibility analyses, legislative language development, and application preparation, including submissions in 2025. The Consultant continues to coordinate with the project team and Capital Programs Director through design and zoning processes to prepare the project for funding and delivery.

In addition to these key initiatives, the Consultant provides targeted grant administration and compliance support for public works and public safety initiatives. This includes coordination with permitting agencies, preparation of funding documentation, and monitoring program requirements.

The Consultant plays a critical role in intergovernmental and legal coordination by preparing supporting materials for interlocal agreements, MOUs, and grant exhibits, and by supporting legislative items required for Council consideration. The Consultant routinely interfaces with FDEP, FDOT, FIND, FDOC, FDOS, FDEM, Miami-Dade County, and the USACE to support project-specific reports, studies, permits, monitor funding requirements, and maintain the Village's standing with its funders.

This grant and project-support provide a centralized coordination mechanism that bridges administrative and compliance gaps between technical Consultants, contractors, legal counsel, regulatory authorities and funding agencies. It ensures that critical activities remain on schedule and that projects continue to advance in alignment with regulatory timelines and funding agreements.

Overall, the Village's partnership with the Consultant has produced a measurable and compelling return on investment. During the past four years, the Village has expended an average of approximately \$62,000 per year for Village-wide consulting services, which represents less than 1.5% of the \$20.7 million total grant funding awarded to the Village in that same period. The Consultant's time has been consistently divided between

approximately 60% grant administration and compliance work and 40% project support and coordination, ensuring that both pre-award and post-award obligations are met without interruption across all Village Departments. Beyond the significant dollars secured, the Consultant's involvement has reduced the administrative burden on staff, supported timely and complete submissions, and ensured coordinated permitting efforts with state and federal agencies that have helped keep projects moving.

The Consultant has routinely assisted legal counsel by preparing technical materials, organizing supporting documentation, and clarifying regulatory requirements, which has resulted in fewer billable hours spent by outside legal teams and avoiding costly delays. The consistency of this support has strengthened the Village's standing with funding partners and has helped protect the Village against audit exposure and compliance risks. The value delivered significantly exceeds the annual cost, allowing the Village to leverage outside funding efficiently, sustain momentum on complex capital initiatives, and minimize the financial impact on the General Fund. Given that the Consultant has not increased fees over the past five years and the Village anticipates that the upcoming term's annual costs will remain stable at the same level paid in previous years.

THE BAL HARBOUR EXPERIENCE

The consultant is familiar with the Bal Harbour Experience and its vision for a modern, resilient, and distinctive community. The grant programs administered and supported have advanced projects tied to destination and amenities, modernized public facilities and infrastructure, environmental resiliency, and community safety. The consultant's role continues to support the Village in securing funding to sustain and enhance these core elements.

CONCLUSION

The Village has achieved a historic level of grant funding for capital projects, requiring sustained post-award and regulatory coordination. In Alignment Consulting provides essential project support that allows the Village to maintain compliance and momentum on complex, multi-agency initiatives. In consideration of the services to be provided, the consultant shall be compensated at a negotiated billable hourly rate as provided in the proposed agreement at a cost not to exceed annual budgetary allocations. Based on this record of performance and the strategic value of this engagement, I recommend approval of the attached resolution authorizing the execution of this agreement.

Attachments:

1. Exhibit A - In Alignment Consulting Professional Services Agreement

RESOLUTION NO. 2025-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH IN ALIGNMENT CONSULTING, LLC FOR PROJECT SUPPORT, GRANT ADMINISTRATION, AND CONSULTING SERVICES ON AN HOURLY BASIS AT A COST NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS FOR A THREE-YEAR TERM WITH THE OPTION TO RENEW FOR UP TO THREE ADDITIONAL ONE-YEAR EXTENSIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 23, 2019, the Village Capital Programs Department received the recommendation of Miami-Dade County regarding In Alignment Consulting's ("Consultant") grant consulting services; and

WHEREAS, on February 18, 2020, the Village Capital Programs Manager issued a task-specific approval to the Consultant to prepare two Florida Inland Navigation District (FIND) grant applications for the Village, which were successfully awarded in October 2020; and

WHEREAS, following these initial awards, the Village entered into an agreement with the Consultant, and since that time the Village has significantly expanded its capital program and external funding strategy; and

WHEREAS, since the Consultant commenced services with the Village, Bal Harbour has secured approximately \$20.7 million in competitive grant funding, with an additional \$9 million in pending applications, including major awards from the Florida Department of Environmental Protection (FDEP), the Florida Inland Navigation District (FIND), the Florida Department of Commerce (FDOC), and the Florida Department of Transportation (FDOT); and

WHEREAS, the Consultant has supported the Village on its largest and most complex capital initiatives, including the Harbourfront Park, Jetty and Cutwalk Resilience Project, the Waterfront Park Project, the New Village Hall and Emergency Operations Center, police, public works, recreation, and beautification improvements, providing project support, post-award grant administration, permitting coordination, procurement

and legal support, legislative documentation and overall strategic implementation assistance; and

WHEREAS, the Village desires to continue to engage the Consultant to provide these services in support of critical capital and resiliency projects, ensuring continuity of grant administration and project support functions as multiple projects move into construction and implementation; and

WHEREAS, the Village Council has determined that approving an agreement with the Consultant, In Alignment Consulting, LLC, for a one-year term with the option for three additional one-year renewals, at a cost not to exceed annual budgetary allocations, 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. The above stated recitals are hereby adopted and confirmed.

Section 2. Approving and Authorizing Engagement with the Consultant. The Village Council approves and authorizes the engagement of In Alignment Consulting, LLC, for project support, grant administration, and consulting services. In consideration of the services to be provided, the Consultant shall be compensated at the negotiated billable hourly rates provided in the proposed agreement, at a cost not to exceed annual budgetary allocations, for a three-year term with the option of three additional one-year renewals.

Section 3. Implementation. The Village Manager and Village Administration are authorized and directed to take any and all action necessary to accomplish the purposes of this Resolution.

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

PASSED AND ADOPTED this 18th day of November, 2025.



Mayor Seth E. Salver

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

BAL HARBOUR

- V I L L A G E -

PROFESSIONAL SERVICES AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND IN ALIGNMENT CONSULTING, LLC

FOR

FOR THE PROVISION OF AS-NEEDED GOVERNMENT COORDINATION, GRANT ADMINISTRATION, MUNICIPAL SUPPORT, AND COMPREHENSIVE PROJECT SERVICES

This Professional Services Agreement (“Agreement”) is entered into this **day of November, 2025**, between **BAL HARBOUR VILLAGE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida, having its principal offices at 655 96 Street, Bal Harbour Village, Florida, 33154 (“Village”), and **IN ALIGNMENT CONSULTING, LLC**, a **LIMITED LIABILITY CORPORATION**, whose address is 442 NW 10 AVE, Homestead, Florida, 33030 (Consultant).

WHEREAS, Bal Harbour Village has developed a multi-year capital program requiring coordinated regulatory, administrative, and project support to advance major infrastructure and resiliency initiatives; and

WHEREAS, since 2020, In Alignment Consulting, LLC has assisted the Village in identifying, pursuing, securing, and managing grant funding and providing project-level support for the Village’s capital projects and related compliance requirements; and

WHEREAS, through this work the Village has secured significant outside funding from state and regional agencies, including the Florida Department of Environmental Protection, the Florida Inland Navigation District, the Florida Department of Commerce, and the Florida Department of Transportation, resulting in substantial financial benefit to the Village; and

WHEREAS, the Consultant continues to support the Village’s capital program by coordinating with regulatory agencies, assisting with procurement and contract administration, monitoring compliance obligations, preparing legislative materials, and supporting intergovernmental coordination necessary for project advancement; and

WHEREAS, the Village desires to enter into a new agreement with the Consultant to support the expanded scope of services needed to maintain project momentum, advance compliance activities, and continue securing funding opportunities in alignment with the Village’s capital program needs.

BAL HARBOUR

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SECTION 1 **DEFINITIONS**

Agreement:	This Agreement between the Village and Consultant, including any exhibits and amendments thereto.
Village Manager:	The chief administrative officer of the Village.
Consultant:	For the purposes of this Agreement, Consultant shall be deemed to be an independent contractor, and not an agent or employee of the Village.
Services:	All services, work and actions by the Consultant performed or undertaken pursuant to the Agreement.
Fee:	Amount paid to the Consultant as compensation for Services.

SECTION 2 **SCOPE OF SERVICES**

2.1 The purpose of this Agreement is to provide as-needed professional services in support of the Village's operational, administrative, regulatory, and project-related needs. In consideration of the fees to be paid by the Village, the Consultant shall perform the Scope of Services described in Exhibit "A" attached hereto. All services shall be performed at the direction of the Village, and the Consultant shall report to the Village Manager or their designee for task assignments, review, and coordination.

2.2 The Scope of Services includes a broad range of professional support activities related to grant administration, regulatory coordination, project support, intergovernmental engagement, procurement assistance, and administrative support. The Consultant may be requested to perform tasks across multiple departments and projects, and due to the dynamic nature of grant deadlines, agency schedules, and project development, a fixed schedule of services cannot be determined in advance. The parties recognize that timely communication, clear direction, and shared expectations are essential to ensure alignment with Village priorities.

2.3 VILLAGE RESPONSIBILITIES:

To support the Consultant's performance under this Agreement, the Village shall:

- (i) Provide the Consultant with direction regarding project priorities, departmental needs, and specific tasks to be performed.
- (ii) Submit task requests in writing so that the Consultant may review scope, estimate time requirements, and confirm availability.

BAL HARBOUR

- V I L L A G E -

- (iii) Provide relevant background information, documents, reports, historical records, or contacts necessary for the Consultant to perform assigned tasks effectively.
- (iv) Facilitate communication between the Consultant and Village staff, consultants, vendors, contractors, legal counsel, or agency representatives when such communication is required to complete assigned tasks.
- (v) Provide timely responses, approvals, or feedback needed for the Consultant to advance tasks or meet external deadlines.
- (vi) Notify the Consultant of communications from regulatory or funding agencies that impact ongoing grant administration, compliance, reporting, or project advancement.
- (vii) Identify, when necessary, a primary Village staff contact for task-specific direction, coordination, and review.

2.4 CONSULTANT RESPONSIBILITIES:

In the performance of this Agreement, the Consultant shall:

- (i) Exercise due care, skill, and diligence in performing all services, consistent with professional standards and practices for the types of services provided.
- (ii) Respond to Village communications in a timely manner based on the nature and urgency of the request. If immediate attention is required, Village staff may contact the Consultant by text message at the number on record. If this number changes, the Consultant shall notify the Village promptly.
- (iii) When the Village requests support on a specific task, the Consultant will provide general availability and identify any known constraints or considerations that may impact the timing or sequencing of work.
- (iv) Use best efforts to meet agreed-upon deadlines and submission schedules, while acknowledging that final determinations by external agencies, funding entities, or permitting authorities are outside the Consultant's control. No guarantee of approval or award is made or implied.
- (v) Maintain communication with the Village Manager or designee regarding task progress, issues, or matters requiring direction or clarification.
- (vi) Work cooperatively with Village staff, consultants, contractors, legal counsel, and outside agencies and maintain a professional and respectful working relationship with all parties involved.
- (vii) Refrain from incurring financial obligations or entering into agreements on behalf of the Village unless expressly authorized in writing by the Village Manager.
- (viii) Maintain confidentiality of sensitive or exempt information in accordance with Florida law and Village policy, and refrain from disclosure except when authorized or required by law.
- (ix) Perform services on a non-exclusive basis and notify the Village in the event of a potential conflict of interest. If a conflict arises involving the Village and

BAL HARBOUR

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another governmental client of the Consultant, the Consultant may withdraw from involvement in that specific matter upon notice to the Village.

SECTION 3

TERM

The term of this Agreement (“Term”) shall commence upon execution of this Agreement by all parties hereto, and shall have a period of **three (3) years**, with an effective starting date of **October 1, 2025** and an end date of **September 30, 2028** (“the Term”).

Notwithstanding the Term provided herein, Consultant shall adhere to any specific timelines, schedules, dates, and/or deliverables for completion and delivery of the Services, as same is/are set forth in the timeline and/or schedule referenced in Section 2.2.

Prior to the end of the Agreement Term, the Agreement may be renewed for up to three additional one-year terms, for a total Agreement Term not to exceed six years. Any renewal is at the sole discretion of the Village and is conditional upon the Consultant’s satisfactory performance and compliance with the terms of this Agreement as determined by the Village.

SECTION 4

FEE

4.1 AMOUNT OF PAYMENT

In consideration of the services to be provided, the Consultant shall be compensated at the following hourly rates:

- \$75.00 per hour for services related to government coordination, grants administration, municipal support, and project facilitation, as described in this Agreement.
- \$100.00 per hour for in-person or virtual meetings, workshops, trainings, and formal presentations, including preparation and travel time as applicable.

The Consultant shall bill in increments of one-half (½) hour or one (1) hour, depending on the duration of services performed. For in-person engagements that require travel to the Village or another off-site location, total billable time shall include travel to and from the meeting site.

Services shall be coordinated with and approved by the Village Manager or designee. Invoices shall reflect the applicable hourly rate and include a brief description of the general task or project area (e.g., grants, procurement, funding research, coordination) for which services were performed.

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4.2 **METHOD OF PAYMENT**

The Village agrees to pay the Consultant, and the Consultant agrees to accept payment for services rendered pursuant to this Agreement. The Village may pay the Consultant through check, ACH, or with a credit card.

4.3 **INVOICING**

Upon completion of monthly approved tasks, the Consultant shall submit its invoice to the assigned Village department contact. The Village shall process payment in accordance with the Florida Prompt Payment Act.

Upon receipt of an acceptable and approved invoice, the Village shall remit payment within thirty (30) days.

Each invoice shall include a detailed description of the services performed, the dates of performance, and the number of hours billed. Invoices shall be submitted to the Village at:

Bal Harbour Village
655 96 Street
Bal Harbour, Florida 33154
(305) 993-7436

Invoices may also be submitted electronically by email to the applicable Department Designee, as directed by the Village, in lieu of delivery by standard mail.

SECTION 5 **TERMINATION**

5.1 **TERMINATION FOR CAUSE**

Either party may terminate this Agreement for cause if the other party fails to fulfill any material obligation under this Agreement. Prior to termination, the non-breaching party shall provide written notice of the specific default and allow the breaching party ten (10) calendar days to commence and make reasonable efforts to cure the default.

If the default is not reasonably cured within that time, the non-breaching party may terminate this Agreement upon written notice.

If the Village terminates this Agreement for cause, the Village shall be discharged from further obligations except for payment of approved services rendered prior to termination.

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If the Consultant terminates for cause, the Consultant shall be entitled to payment for all services rendered up to the date of termination, plus any documented costs reasonably incurred in winding down services.

This section does not limit either party's rights to seek any legal or equitable remedy available under law. Reasonable attorneys' fees and costs may be recovered by the prevailing party in any legal action arising out of this Section.

5.2 TERMINATION FOR CONVENIENCE

The Village or the Consultant may terminate this Agreement, without cause, by providing the other party with thirty (30) calendar days written notice of such termination. Upon receipt of notice, the Consultant shall cease work as directed, and both parties shall coordinate a reasonable wind-down of services.

In the event of termination under this provision:

- The Village shall pay the Consultant for all services satisfactorily performed through the effective date of termination, including any authorized work in progress.
- The Consultant shall not be entitled to compensation for services not performed after the termination date.
- Upon final payment, neither party shall have any further obligation under this Agreement, except for obligations that expressly survive termination (such as indemnification).

5.3 TERMINATION FOR INSOLVENCY

The Village also reserves the right to terminate the Agreement in the event the Consultant is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the right and obligations for the parties shall be the same as provided for in Section 5.2.

SECTION 6

INDEMNIFICATION AND INSURANCE REQUIREMENTS

6.1 INDEMNIFICATION

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Village, its officers, and employees from and against any third-party claims, damages, liabilities, or losses (including reasonable attorneys' fees and legal costs), but only to the extent directly arising from the Consultant's negligent acts or omissions in the performance of

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services under this Agreement. This indemnity shall not apply to any claims, losses, or damages arising from the negligence, willful misconduct, or omissions of the Village, its employees, agents, or representatives.

The Village agrees that the Consultant shall not be liable for any incidental, indirect, or consequential damages arising out of the performance of services under this Agreement.

The provisions of this Section shall survive the expiration or termination of this Agreement, but shall be limited to claims arising from services performed during the term of this Agreement.

6.2 INSURANCE REQUIREMENTS

The Consultant shall maintain and carry in full force during the Term, the following insurance:

1. Consultant General Liability, in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; and
2. Workers Compensation & Employers Liability, as required pursuant to Florida Statutes.
3. Automobile Liability, in the amount of \$1,000,000 combined single limit per accident, as required pursuant to Florida Statutes.

The insurance must be furnished by insurance companies authorized to do business in the State of Florida. All insurance policies must be issued by companies rated no less than “A” as to management and not less than “Class VII” as to strength by the latest edition of Best’s Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

All of Consultant’s certificates shall contain endorsements providing that written notice shall be given to the Village at least thirty (30) days prior to termination, cancellation or reduction in coverage in the policy.

Original certificates of insurance must be submitted to the Village Manager or designee for approval (prior to any work and/or services commencing) and will be kept on file in the office of the Village Manager or designee. The Village shall have the right to obtain from the Consultant copies of the insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverage.

The Consultant is also solely responsible for obtaining and submitting all insurance certificates for any sub-consultants.

Compliance with the foregoing requirements shall not relieve the Consultant of the liabilities and obligations under this Section or under any other portion of this Agreement.

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The Consultant shall not commence any work and or services pursuant to this Agreement until all insurance required under this Section has been obtained and such insurance has been approved by the Village Manager or designee.

SECTION 7

LITIGATION JURISDICTION/VENUE/JURY TRIAL WAIVER

7.1 MEDIATION

In an effort to resolve any conflicts that arise during the term of this Agreement, the Village and the Consultant agree that all disputes between them arising out of or relating to this Agreement or grant tasks approved by the Village, shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Village and Consultant shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Miami-Dade County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

7.2 LITIGATION

Litigation of Claims, disputes or other matters in question between the Village and Consultant arising out of or relating to this Agreement or breach thereof, which are not resolved by mediation, shall be subject to and decided by litigation exclusively in the Florida state courts of Miami-Dade County, Florida. The Village and Consultant consent to the venue of the state courts of Miami-Dade County, Florida, and specifically recognize and acknowledge the waiver of any right to remove any action to federal court on the basis of diversity jurisdiction or on any other basis. By entering into this Agreement, Consultant and the Village expressly waive any rights either party may have to a trial by jury of any civil litigation related to or arising out of this Agreement.

7.3 LIMIT OF LIABILITY

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The Consultant and Village waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. *To the fullest extent provided by law, the Consultant's total aggregate liability to the Village under this Agreement shall be limited the maximum amount of the Consultant's insurance coverage and applicable to the claim.*

Notwithstanding any other provision of this Agreement to the contrary, in no event and under no circumstances shall any individual person who is a Partner, Manager, Member, Employee, Agent, or Representative of Consultant or of the Village have any personal liability for any term, covenant, agreement or undertaking in this Agreement (express or implied), all such personal liability being mutually expressly waived.

SECTION 8 **LIMITATION OF VILLAGE'S LIABILITY**

The Village desires to enter into this Agreement only if in so doing the Village can place a limit on the Village's liability for any cause of action, for money damages due to an alleged breach by the Village of this Agreement, so that its liability for any such breach never exceeds the sum of \$200,000 for each claim or \$300,000 for all claims arising from the same incident. Consultant hereby expresses its willingness to enter into this Agreement with Consultant's recovery from the Village for any damage action for breach of contract to be limited to a maximum amount of \$200,000 for each claim or \$300,000 for all claims arising from the same incident.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant hereby agrees that the Village shall not be liable to the Consultant for damages in an amount in excess of \$300,000 for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the Village by this Agreement.

Nothing contained in this section or elsewhere in this Agreement is in any way intended to prohibit the statutory waiver of sovereign immunity for liability for torts under Section 768.28, Florida Statutes. However, nothing in this section or elsewhere in this Agreement is in any intended to be a waiver of the limitation placed upon the Village's liability, as set forth in Section 768.28, Florida Statutes.

SECTION 9 **GENERAL PROVISIONS**

9.1 AUDIT AND INSPECTIONS

Upon reasonable verbal or written notice to Consultant, and at any time during normal business hours (i.e., 9:00 a.m.- 5:00 pm, Monday through Friday, excluding nationally

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recognized holidays), and as often as the Village Manager may, in his/her reasonable discretion and judgment, deem necessary, there shall be made available to the Village Manager, and/or the Manager's designee, to audit, examine, and/ or inspect, any and all other documents and/or records relating to all services provided on an hourly basis and records and receipts for reimbursable expenses covered by this Agreement. Consultant shall maintain any and all such records at its place of business at the address set forth in the "Notices" section of this Agreement.

9.2 ASSIGNMENT, TRANSFER OR SUBCONSULTING

Consultant shall not subcontract, assign, or transfer all or any portion of any work and/or service under this Agreement without the prior written consent of the Village Manager, which consent, if given at all, shall be in the Manager's sole judgment and discretion. Neither this Agreement, nor any term or provision hereof, or right hereunder, shall be assignable unless as approved pursuant to this Section, and any attempt to make such assignment (unless approved) shall be void.

9.3 PUBLIC ENTITY CRIMES

Prior to commencement of the Services, the Consultant shall file a State of Florida Form PUR 7068, Sworn Statement under Section 287.133(3)(a) Florida Statute on Public Entity Crimes with the Village Manager.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of the Services, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, national origin, religion, sex, gender identity, sexual orientation, disability, marital and familial status, or age.

9.5 CONFLICT OF INTEREST

The Consultant herein agrees to adhere to and be governed by all applicable Miami-Dade County Conflict of Interest Ordinances and Ethics provisions, as set forth in the Miami-Dade County Code, and as may be amended from time to time; and by the Bal Harbour Village Charter and Code (as some may be amended from time to time); both of which are incorporated by reference herein as if fully set forth herein.

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirectly, which could conflict in any manner or degree with the performance of the Services. The Consultant further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Consultant.

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9.6 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.

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

SECTION 10 **NOTICES**

All notices and communications in writing required or permitted hereunder, shall be delivered personally to the representatives of the Consultant and the Village listed below or may be mailed by U.S. Certified Mail, return receipt requested, postage prepaid, or by a nationally recognized overnight delivery service.

Until changed by notice in writing, all such notices and communications shall be addressed as follows:

TO CONSULTANT: **Kristina Brown**
 In Alignment Consulting, LLC
 P.O. Box 970053
 Boca Raton, FL 33497
 954-860-2699

TO VILLAGE: **Jorge M. Gonzalez**
 Bal Harbour Village
 Office of the Village Manager
 655 96 Street
 Bal Harbour Village, FL 33154

Notice may also be provided to any other address designated by the party to receive notice if such alternate address is provided via U.S. certified mail, return receipt requested, hand delivered, or by overnight delivery. In the event an alternate notice address is properly provided, notice shall be sent to such alternate address in addition to any other address which notice would otherwise be sent, unless other delivery instruction as specifically provided for by the party entitled to notice.

Notice shall be deemed given on the day on which personally served, or the day of receipt by either U.S. certified mail or overnight delivery.

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SECTION 11 **MISCELLANEOUS PROVISIONS**

11.1 CHANGES AND ADDITIONS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.2 SEVERABILITY

If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected and every other term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

11.3 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 that falls within the definition of “Open Trade jurisdiction” as defined in section 2-401 of the Village Code of Ordinances.

11.4 CONSULTANT’S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

- 11.4.1 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 Village.
- 11.4.2 Upon request from the Village’s custodian of public records, Consultant shall provide the Village with a copy of the requested records or allow 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.

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- 11.4.3 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. Notwithstanding, it is understood that at all times Consultant's work papers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- 11.4.5 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 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, 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.
- 11.4.6 Upon completion of this Agreement or in the event of termination, any compensation shall be withheld until all records of work completed to the date of completion or date of notice of any termination are received as provided pursuant to section 11.4.5. If there is a dispute regarding which records must be provided to the Village, the parties shall endeavor to resolve the dispute pursuant to the provisions of section 7.
- 11.4.7 Consultant'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 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 OR BY MAIL: Village of Bal Harbour – Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

11.5 NON-EXCLUSIVITY

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third party Consultants or assign responsibilities to an employee of the Village to

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perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

11.6 CREDITS / ACKNOWLEDGMENTS:

The Consultant shall be given proper credit and acknowledgments for all services including, but not limited to: grant writing resulting in grant awards. Proper credit shall be defined as being named by the Village in published articles or promotional brochures/materials related to the grant award. Credits to be used shall be approved in advance by the Consultant.

11.7 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.

11.8 WAIVER

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

11.9 FORCE MAJEURE

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

11.10 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

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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.

11.11 AMENDMENTS

This Agreement cannot be modified or amended without the express written consent of the parties. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11.12 ENTIRETY OF AGREEMENT; ORDER OF INTERPRETATION

The Village and Consultant agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Title and paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

In the event of inconsistency between the provision of the solicitation and the resulting Agreement, the order of interpretation shall be: (a) This Agreement; (b) Scope of Services and Approved Billable Hours by Task

11.13 SCRUTINIZED COMPANIES LIST

11.13.1 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.

11.13.2 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

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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.

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

11.13.4 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.

11.14 COMPLIANCE WITH APPLICABLE LAW.

All Services hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Village. Consultant shall at all times protect Village's property from all damage and shall repair or replace any damaged property as required by Village.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their appropriate officials, as of the date first entered above.

FOR VILLAGE:

BAL HARBOUR VILLAGE, FLORIDA

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

FOR CONSULTANT:

IN ALIGNMENT CONSULTING, LLC

ATTEST:

By: _____
Signature

By: _____
Signature

Print Name / Title

Print Name / Title

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EXHIBIT A - SCOPE OF SERVICES

The Consultant shall provide as-needed professional services to the Village across a broad range of municipal coordination, project facilitation, and administrative support tasks.

Services may include, but are not limited to, the following:

Grant Development, Pre-Award Preparation, and Post-Award Administration

Support the Village in all phases of grant development and administration, including identifying funding opportunities, conducting eligibility reviews, preparing and submitting complete grant applications, coordinating required supporting documents, and assisting with pre-award inquiries from funding agencies. Following award, provide administrative and compliance support by tracking deadlines, preparing required reports, coordinating with funding entities, monitoring deliverables, maintaining documentation, and ensuring adherence to State, Federal, and program-specific requirements.

Government Coordination and Liaison Services

Serve as an extension of Village staff to support interdepartmental coordination, cross-agency communication, and collaboration with external stakeholders including consultants, contractors, legal counsel, and regulatory agencies.

Municipal Support and Administrative Assistance

Assist with operational and departmental support activities, including research, drafting, scheduling, internal process facilitation, document preparation, and special assignments as directed by the Village Manager or designee.

Procurement, Funding and Compliance Support

Assist with procurement-related tasks such as developing scopes of work, coordinating with legal and finance departments, tracking deliverables, supporting documentation compliance, and reviewing materials required under Village, State, or grant program standards.

Project Facilitation and Coordination

Provide support for Village-led initiatives, including capital projects, planning efforts, grant-funded activities, and public-facing programs. Tasks may include scheduling and attending coordination meetings, following up with vendors and consultants, and tracking timelines and deliverables to keep projects moving forward.

Meeting Participation, Training, and Presentation Services

Represent the Village in meetings, virtually or in person, related to project development, community outreach, or intergovernmental coordination. Prepare and deliver presentations, lead trainings, and participate in workshops.

Policy and Legislative Support

Assist in the preparation of resolutions, ordinances, memos, and summaries for internal or external use. As directed, provide coordination or communication support on behalf of the Village with elected officials, agency representatives, or legislative stakeholders at the local, state, or federal level.

Other Professional Services

Perform additional services aligned with the intent of this Agreement as requested by the Village, including time-sensitive or high-level efforts that require discretion, adaptability, and interdepartmental cooperation.

Service Engagement Protocol

All services listed above shall be assigned on a task-by-task basis at the direction of the Village Manager or designee. The Consultant shall remain responsive and flexible to the evolving needs of the Village and provide support consistent with the terms of this Agreement.

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COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION OF UTILITY SOLUTIONS & AUTOMATION, LLC FOR THE PROVISION OF A WATER ADVANCED METERING INFRASTRUCTURE SYSTEM IN THE AMOUNT NOT TO EXCEED THE ANNUAL BUDGETARY ALLOCATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT.

Issue:

Should the Village approve the selection of Utility Solutions & Automation (USA) for the replacement of the Village's system-wide water meters with Badger meters and Orion cellular technology pursuant to RFP 2025-03?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

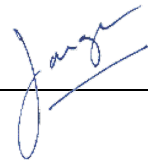
Neptune Technology Group water meters, which have been installed since 2016 to collect usage and record data for Bal Harbour Village have proven unreliable and have an above average failure rate with a potential higher than acceptable water loss percentage. Accordingly, the Village issued RFP 2025-03 on 9/26/2025 for the purpose of establishing a contract with a qualified and experienced company to provide the sale of a water metering system with cellular technology. The Village received two (2) proposals and selected Utility Solutions & Automation, the exclusive distributor for Badger Meter, Inc. which will allow for cellular service connectivity of the meters to the Village, residents and building managers to view their daily, weekly and monthly water use on demand via a mobile app. Funding for FYE 2026 will come from fund balance of the Utility fund and will be subject to future budget appropriations thereafter.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$182,737.71	Purchase of Meters	40-36-506402

Sign off:

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

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COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: November 18, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION OF UTILITY SOLUTIONS & AUTOMATION, LLC FOR THE PROVISION OF A WATER ADVANCED METERING INFRASTRUCTURE SYSTEM IN THE AMOUNT NOT TO EXCEED THE ANNUAL BUDGETARY ALLOCATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village is supplied water from Miami Dade County and is tasked with the distribution of water to its residents Village-wide. The Village then gathers the monthly data and bills the property owners for water use. The use of water by individual properties is currently recorded via Neptune Technology Group water meters.

The Neptune water meters were initially installed village-wide dating back to 2016. Unfortunately, these Neptune meters have proven to be unreliable and have had a significantly higher failure rate than what is expected. Public Works and Beautification personnel are constantly replacing meters, sometimes as many as ten (10) to twelve (12) per month, and in some cases, replacing the meters that had previously been replaced months before. Although Neptune has provided replacement meters within their warranty, which is now due to expire, the labor involved in the constant replacement has proven costly for all these years.

We suspect that the unreliability of the Neptune meters accounts for our higher-than-acceptable water loss, currently at 9% per year. Water loss is calculated as the difference between water received from the County, minus water used by the Municipality and the water billed to our residents.

Accordingly, the administration proceeded with an RFP for the replacement of the Village's system-wide water meters as a more viable long-term solution with the goal of saving manpower costs, reducing our water loss, and providing a better customer service experience to our residents.

ANALYSIS

The Village has on record approximately six hundred (600) water meters Village-wide, to include Collins Avenue, east/west, the Shoppes and inside the Gated Community. Standard water meters within the Village range in size from 5/8-inch meters to four (4) inches. The buildings on the east, due to the volume of water required, require larger meters. Conversely, the smaller residential meters for single family homes can range from the 5/8 inch to one (1) or one and half (1 ½) inch water meter.

Normally, each residential single-family home has two (2) meters, one for regular water use and the second for irrigation. On Collins, you will normally find 1 ½ to 4-inch meters to cover domestic use, irrigation and cooling towers. The fire lines are 5/8" or one (1) inch meters.

The purpose of the RFP, which was placed on the Public Purchase website on September 26, 2025, with a submittal deadline of 3:00 pm on November 3, 2025, was to obtain proposals to establish a contract with a qualified and experienced company to provide the sale of a water metering system with cellular technology.

The RFP specified that the firm, or principals of the firm, shall:

- be regularly engaged in the business of providing water meters and services as described
- have a record of performance and operation within Florida for a five-year period immediately preceding this Request for Proposal
- have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the product and services if awarded a Contract under the terms and conditions stated
- not have any pending criminal charges against them, the principal owners, partners, corporate officers, or management employees
- be fully licensed to provide the products and services
- have fully trained personnel with the necessary certifications and licenses to perform the work

The RFP allowed the proposers to bid on the sale of the product only, and/or the product plus the inclusion of the service component that includes labor to remove the existing water meters and installation of the new. Both options are to have significant administrative support, implementation and software training. The following vendors accessed the Public Purchase website throughout the process.

Bid RFP #RFP 2025-03 - Water Advanced Metering Infrastructure System (AMI)	
Vanguard Utility Service, Inc.	The Bid Lab
Ask IT Consulting Inc.	Mueller Systems, LLC
Compass Metering Solutions	Utility Solutions & Automation
DF Interactive LLC	The Avanti Company
Dodge Data & Analytics	School Wholesale Supplies LLC
ELITE TEXTILE TRADING LLC	Samsearch
Fortiline Inc.	Pedal Valves, Inc.

The Village Clerk received two proposals by the submittal date and prior to the 3:00 pm deadline for submission. Both vendors proposed replacing the existing system with the new Badger Advanced Metering System from Badger Meter, Inc., a digital system which communicates via cellular service.

The monetary breakdown of both proposals is as follows:

	<u>Product Only</u>	<u>Product & Service</u>
	<u>Utility Solutions & Automation</u>	<u>Aqua Meter Consultants, Inc.</u>
Meter Costs- Product	\$ 490,300.36	\$ -
Meter and Service	\$ -	\$ 770,307.38
Implementation/Training & Software Expenses	\$ 21,487.71	\$ 41,785.25
SubTotal	\$ 511,788.07	\$ 812,092.63
Annual Maintenance	\$ 15,000.00	\$ 78,000.00
Total	\$ 526,788.07	\$ 890,092.63

Research by the Public Works and Beautification administration on available meter alternatives, along with discussions with peers and positive experiences of our neighboring municipalities, has led us to conclude that the Badger meter is our best long-term solution.

The evaluation committee reviewed the proposals submitted by Utility Solutions & Automation (USA) and Aqua Meter Consultants, Inc., who is not listed as a vendor accessing the Public Purchase website. The committee chose to accept the product only option submitted by USA. Public Works and Beautification personnel will continue to be responsible for the replacement of old and installation of the new water meters, as has been prior practice in the Village.

It is important to note that USA is the exclusive distributor of Badger Meter, Inc. for the State of Florida, Georgia, Tennessee and the Carolina's.

Given the number of meters, their location and proposed pricing received from USA, the total cost of enhancing the entire system as shown above totals \$ 511,788.07. There is an annual maintenance cost that proactively monitors, maintains and guarantees the network performance.

The Badger inline meters, which have been selected for the Village, are digital, use solid-state technology in encapsulated, weatherproof and UV-resistant housing suitable for both residential and commercial applications. Equipped with a nine-digit LCD display, these ultrasonic meters present consumption, rate of flow, reverse-flow indication, and alarms.

The meters will allow for Orion-endpoint cellular service connectivity that expedites the collection of data by the Village for billing purposes and will also give access of the data to residents and building managers. This new cellular feature, which becomes available via a mobile app to residents once the new meter is installed, will help residents manage and view their daily, weekly and yearly water use on demand.

The smaller Badger meters that are one (1) inch and less, and all the Cellular endpoints hardware come with a 10-year full replacement warranty, plus an additional prorated warranty for ten (10) subsequent years. The meters greater than one (1) inch come with a full 10-year warranty with no additional proration of future years.

We anticipate the entire system to be gradually replaced over the next 48 months, given the Neptune meter failure rate. The replacement of the Collins corridor meters will take place immediately since we believe a greater percentage of the water loss is attributable to them. The residents within the gated community will have their new meters installed as current Neptune meters continue to fail.

Given the expected replacements and failure rates, the chart below reflects our approximate projected meter cost for the current fiscal year. Funding for FYE 2026 will come from fund balance of the Utility fund and will be subject to future budget appropriations thereafter.

	FY 2026
Collins Avenue	\$ 90,000.00
Gated Community	\$ 60,000.00
Implementation/Training & Software Expenses	\$ 21,487.71
SubTotal	\$171,487.71
Annual Maintenance & Guaranteed Read Program at \$1,250 per month	\$ 11,250.00
Total	\$182,737.71

THE BAL HARBOUR EXPERIENCE

Ensuring that all Village facilities and infrastructure are updated supports the goals of Modernized Public Facilities/Infrastructure and a Resilient and Sustainable Community.

CONCLUSION

I have reviewed the two proposals submitted and have also reviewed the RFP criteria and staff recommendation. I agree with the evaluation committee's recommendation that the proposal from USA meets the needs of the Village. This resolution provides authorization to purchase future Badger water meters from United Solutions Automation, the selected vendor, and the State of Florida Badger meter distributor, pursuant to RFP 2025-03. Therefore, I recommend adopting this Resolution.

Attachments:

1. Proposal
2. Sole Source Letter

RESOLUTION NO. 2025-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SELECTION OF UTILITY SOLUTIONS & AUTOMATION, LLC FOR THE PROVISION OF A WATER ADVANCED METERING INFRASTRUCTURE SYSTEM IN THE AMOUNT NOT TO EXCEED THE ANNUAL BUDGETARY ALLOCATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is supplied water from Miami Dade County and is tasked with the distribution and billing to its residents Village-wide; and

WHEREAS, the Neptune Technology Group water meters being used by the Village since 2016 have proven to be unreliable, have a very high failure rate, and are suspected to account for the Village's higher than acceptable water loss percentage; and

WHEREAS, the Village issued Request for Proposals 2025-03 (RFP) via Public Purchase website on September 26, 2025 for the purpose of obtaining proposals to establish a contract with a qualified and experienced company to provide the sale of a water metering system with cellular technology; and

WHEREAS, fourteen vendors accessed the Public Purchase website and the Village received two proposals; and

WHEREAS, the Village selected Utility Solutions & Automation (USA) from the field of proposers to replace the entire system with new Badger Advanced Metering System from Badger Meter, Inc.; and

WHEREAS, the new meters will allow for cellular service connectivity that expedites the collection of data by the Village and will also give access to the data via an application to residents and building managers; and

WHEREAS, the Village has approximately six hundred (600) water meters Village-wide; and

WHEREAS, all new Badger meters come with a full ten (10) year replacement warranty, and

WHEREAS, this Council has determined that it is in the best interest of the Village to approve the selection of USA for purchases of the Badger water meters and Orion

cellular technology and to authorize the Village Manager to enter into an agreement with USA.

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 the Purchase of the Badger water meters and Orion Cellular technology. That the Village Council hereby approves the selection of Utility Solutions & Automation for the purchases of the Badger water meters and Orion Cellular technology in the amount not to exceed the annual budgetary allocation.

Section 3. Appropriations Approved. That the FY 2025-26 Utility Fund Budget is amended by \$182,737.71 for the purchases of the Badger water meters from fund balance.

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

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

PASSED AND ADOPTED this 18th day of November, 2025.



Mayor Seth E. Salver

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



October 30th, 2025

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

RE: Response for Request for Proposals No. 2025-03, Water Advanced Metering Infrastructure (AMI)-
Pricing & Warranty Product ONLY

Dear Mr. Magrisso,

On behalf of Utility Solutions & Automation, and Badger Meter, Inc., we appreciate the opportunity to respond to your AMI RFP for Bal Harbour Village. We have made every effort to provide you with a bid package that meets all your published requirements and specifications. We are confident that our Badger Beacon Software combined with our Orion Cellular endpoints will meet or exceed your expectations as listed in your RFP. Based on your specifications, we have provided technical information and pricing for our Badger Beacon AMI solution, including all cellular end points. We have also supplied additional information for our water meters, water quality, pressure management and leak detection solutions.

Utility Solutions & Automation, LLC. was formed in 2018 and the business is entirely built around the water meter and meter reading technology industry. We are customer focused providing utilities with the best meter and meter reading technology choice for their specific needs. USA is proud to be a valued partner and the exclusive distributor of Badger Meter, Inc., in Georgia, Tennessee, North & South Carolina & Florida. The partnership allows USA to provide industry leading electronic reading technologies, cutting edge software, and the highest quality water meters available.

USA are responding to the "sale of a water metering system with cellular technology, (Product only)" section of this RFP and thus, we will not be using any sub contractors for this project. We will be providing experienced project management to assist with software, billing integration, installation support as well as extensive training for your own personnel.

www.utilitysa.com

10148 Hwy 99, Rockvale, TN 37153 / P.O. Box 425, Rockvale, TN 37153 / office 615.274.6701 / fax 615.274.6798



Badger Meter will also play an important role in the project both behind the scenes and at the project as needed. USA and Badger Meter work seamlessly together providing the best possible service to our utility customers.

Badger Meter is a market leader in water meter technology with 119+ years of experience designing, manufacturing, and supplying water meters, including over 35 million water meters installed nationwide. Traded on the NYSE, Badger Meter is a true American company founded and still located in Milwaukee, Wisconsin. Badger Meter is primarily focused on the water utility industry and has also been a leading provider of AMR/AMI solutions since 1986. Badger Meter has continued to develop and evolve its technology from the first system installed. Since Badger Meter introduced the ORION® endpoint, Badger Meter has successfully deployed millions of endpoints for thousands of utilities with a consistent failure rate below 0.5 percent. With over a century in the metering business, and decades of experience providing best-in-class AMR/AMI hardware and software solutions, Bal Harbour Village can rest assured Badger Meter is a reputable company renowned for providing the highest-quality products.

The management team and employees of USA come from a rich heritage in the metering industry. Our sales professionals have well over 100 years of combined industry experience specifically with Badger Meter. Our staff have worked both directly for Badger and through the distribution network in sales, training, and technical support roles. Over the past (20) twenty years our employees have been responsible for delivering and deploying hundreds of thousands of water meters and meter reading devices. A number of utilities are currently using or are in the process of deploying the Badger Meter BEACON AMA solution to include: Miami Beach, JEA, OUC, Pinellas County, Island Water, Town of Surfside, Pasco County & most recently City of Dania Beach.

The key individuals who will represent USA in Bal Harbour Village are as follows:

Simon Wick – Account Manager responsible for overall account management

Cell – 619-715-9841 simon@utilitysa.com

Travis Crosson – Technical Services Manager responsible for software deployment, billing interface, project management, training

Cell – 863-443-4888 travis@utilitysa.com

Brandon Brooks – Director of Sales responsible for sales and customer relations

Cell – 850-294-7252 brandon@utilitysa.com

Greg Waltman – President

Cell – 615-767-1130 greg@utilitysa.com

FORM 4

PRICING AND WARRANTY PRODUCT ONLY

Description and Quantity	Price	Extended Price
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5/8 107	\$393.80	\$42,136.60
1 202	\$460.24	\$92,968.48
1.5 168	\$863.72	\$145,104.96
2 80	\$1104.84	\$88,387.20
3 14	\$2747.80	\$38,469.20
4 18	\$3305.28	\$59,495.04
8 4	\$5934.72	\$23,738.88
Implementation/Training Software	\$21,487.71 (all-inclusive including first year serv fees)	\$21,487.71
Total Price	see TOTAL	\$511,788.07
Optional Pressure add-on (5/8 or 1" meter)	\$66.00 per meter	TBC

Annual Maintenance Costs	Optional Guaranteed Read Program (GRP) option See response details.	\$1250 per month
General Comments	All meters are ultrasonic and include cellular endpoints.	Included
Warranty	5/8, 1" meters and endpoints – 10 yr full/10 yr pro-rated 1.5" meters and larger – 10 yr full warranty	Included
Warranty Repair	Warranty repair	\$0.00

BADGER METER AMI SMART WATER SOLUTION



Badger Meter

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Solution Overview

BADGER Beacon AMA Overview

Advantages of the Badger Meter AMI

- *15 Minute Interval Data*
- *Available and Expanding Network*
- *Client-side Infrastructure-Free Solution*
- *Future-Proof*
- *Secure Two-Way Transmission*
- *Intuitive, Innovative, Secure Software*
- *Powerful Analytic Software*
- *Integrated Consumer Engagement Software*
- *Software is ISO 27001 Certified and SOC 2 examined*

The Badger Meter ORION Cellular NaaS solution is specifically designed to furnish water utilities with 15-minute interval data, enabling them to optimize operations and minimize water loss. Distinct from conventional AMI systems that necessitate proprietary collectors or repeaters, ORION Cellular endpoints utilize the Low Power Wide Area Network (LPWAN) and LTE-M network. This ensures future support, as these technologies have been incorporated into the 4G and 5G standards, set by the body of mobile broadband standards, 3GPP.

The BEACON SaaS managed service solution facilitates the deployment and maintenance of the ORION Cellular AMI system. It provides advanced analytics and visualization tools that empower water utilities to derive valuable insights from their data, thus enabling data-driven decision-making. A notable feature of BEACON is the EyeOnWater consumer portal, which offers customers real-time data on their water usage, fostering water conservation and heightening awareness of high usage and potential customer-side leaks. This functionality enables customers to manage their water consumption, lower their water bills, and promote environmental sustainability.

The combination of ORION Cellular NaaS solution, BEACON SaaS, and meters has resulted in the creation of a sophisticated and wide-ranging ecosystem for utilities to monitor their water systems throughout the water cycle. This empowers utilities to access thorough and real-time data about their water supply, including temperature, pressure, and flow. The comprehensive data provided by this system can also help utilities reduce costs and increase efficiencies in utility operations. By identifying areas where water usage is high or where leaks are occurring, utilities can take targeted actions to reduce waste and improve their bottom line.

The cellular networks utilized in the ORION NaaS solution are recognized for their unparalleled strength and dependability, boasting an uptime rate of 99.999 percent. Additionally, our NaaS solution eliminates the need for the utility to purchase, install, or maintain any proprietary gateways or data collectors, thus freeing the organization from infrastructure burdens and enabling a greater focus on primary objectives. Moreover, cellular endpoints can be rapidly installed as necessary, accommodating the expansion of the community with ease.

Services provided include the following:

- **System Design and Coverage Analysis:** To ensure system performance goals are met, a cellular coverage analysis is performed to confirm cellular coverage for the service area.
- **Network Communication Security:** Critical to the delivery of good customer service is the ability to protect and secure customer data. The solution is architected to ensure end-to-end security and each message from the ORION Cellular endpoint is securely transmitted to BEACON via Virtual Private Network (VPN).
- **Two-way Connectivity:** ORION Cellular endpoints are designed as two-way transceivers to maximize the system's capability today and in the future. This two-way communication between BEACON and the endpoints is employed to accomplish a number of system tasks including upgrading endpoint firmware over the air to support new features, requesting additional information from the endpoint and synchronizing the internal endpoint clock.
- **Network Guarantee:** Cellular networks are among the most robust and reliable wireless systems in existence today and are designed to provide high-speed, reliable data communications for a massive population of IoT devices. Due to their commercial, for-profit nature, cellular providers strive to install and maintain RF coverage in all areas. Backing its commitment to the reliability of its solution, Badger Meter provides a guarantee of network performance as part of its standard cellular endpoint warranty.

For field troubleshooting, additional IR and RF troubleshooting tools, such as Windows handheld, tablet or laptop, ORION Endpoint Utility software, and IR communication devices, are available for purchase at the City's discretion.

USA/Badger Meter practice a "demonstrate and learn" training process in which we have specific training phases throughout the project deployment that is geared and structured for all project participants specifically based on their role in the project. We also ensure that throughout the project we have different check-in points for the understanding of the system and proper utilization. The Badger Meter team has several local and remote resources to rely on that can answer questions and provide guidance. All of our training and supporting product information can be easily reviewed within the "Help" section of our BEACON system as well as online at www.badgermeter.com.

NOTE: Any vendor(s) Encoded Output (EO) meter can be easily connected to our cellular end points
The following encoders have achieved factory connectivity: Master Meter® Octave® Ultrasonic meter encoder output; Metron-Farnier Hawkeye; Mueller Systems 420 Solid State Register (SSR) LCD; Neptune® ProRead, E-Coder®, ARB-V®, and ProCoder; and Sensus iPerl®

System Architecture



ORION Cellular endpoints powering the NaaS solution leverage technology that communicates data across existing cellular networks using the Low Power Wide Area Network (LPWAN) purpose built for Machine to Machine (M2M) communication, the LTE-M network. To support the continual evolution of IoT networks, the body that sets mobile broadband standards, 3GPP, incorporates requirements regarding forward and backward compatibility. This practice helps ensure that endpoints deployed today will be supported by future generation networks. Specific to this solution, the LTE-M cellular network supporting current-generation ORION Cellular endpoints has been incorporated into 4G and 5G standards. ORION Cellular endpoints have a 20-year battery life and communicate with the encoder every 15 minutes to capture readings and meter status information. Data is then broadcast via the cellular network at a predetermined interval (four times per weekday) selected by the utility and captured in BEACON for analysis.

BEACON is designed by Badger Meter to utilize smart cellular modems connected to each water meter, eliminating the need for proprietary fixed network data collectors or repeaters. This simplifies and expedites installation and eliminates the need for the utility to maintain this type of infrastructure. The ORION Cellular endpoint is the only required hardware for BEACON, and it ensures secure data transmission via the encrypted cellular network.

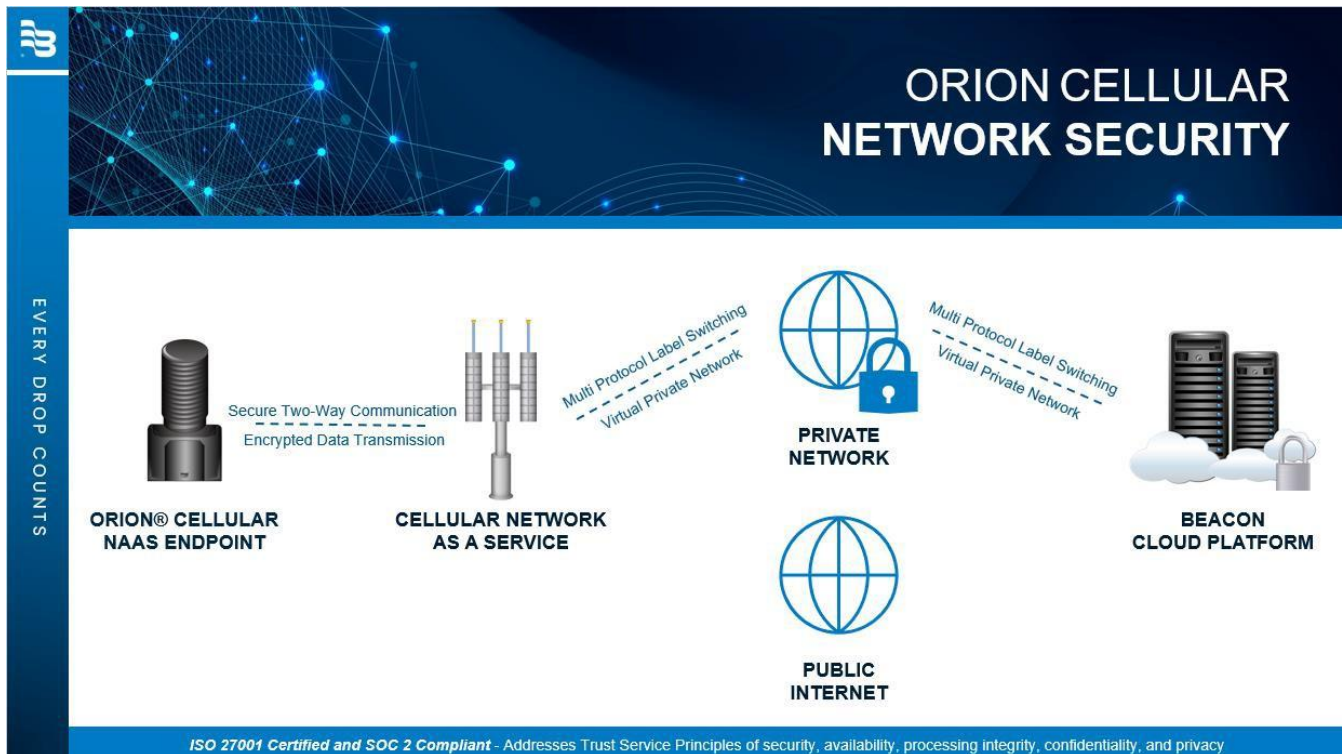
BEACON is a cloud-based Software as a Service (SaaS) hosted by Amazon Web Services (AWS) and accessed securely by the utility through a standard internet browser. BEACON supports two methods of transferring data for processing meter reads: manually through a CSV file transfer or automatically through web services API commands.

BEACON, including our EyeOnWater customer web portal, is a Badger Meter software platform and is not provided by a third-party. Badger Meter has a software team dedicated to the design, engineering, and ongoing support of our BEACON software suite.

To deliver end-to-end security and privacy, the Badger Meter solution provides appropriate security features from the endpoint, through the network and into the head-end and consumer engagement software.

The ORION Cellular NaaS solution from Badger Meter employs a number of features to ensure that data is reliably transmitted and received, that the integrity of data is maintained, and that data cannot be captured or altered by unauthorized users.

- The ORION Cellular endpoint does not collect, receive, transmit, or store Personally Identifiable Information (PII).
- Communication between the endpoint and cell tower is encrypted.
- The endpoints operate on FCC-regulated frequencies reserved for secure cellular communications.
- Each time the cellular module turns on and registers on the carrier network, it is authenticated based on the unique SIM card profile and Badger Meter account settings.
- Communication continues through the network only over private network, not over the public internet, an approach which exceeds the security provided by encryption alone, in that network communication occurs over private network, using Multi-Protocol Label Switching or MPLS-based VPN services, and not over the public internet. Segregating communications from the public internet prevents unauthorized traffic and minimizes risks associated with malware, viruses, and spyware.
- For a comprehensive and detailed look into this security approach, Badger Meter can provide white papers that detail the specific aspects of performance, architecture, and advantages inherent in the MPLS-based VPN services security approach, upon request.



Providing assurance from recognized, third-party authorities that data is protected beyond the cellular communication, the Badger Meter data hosting provider's IT infrastructure is designed and managed in alignment with best security practices and a variety of IT security standards, including:

- SOC 1/SSAE 16/ISAE 3402 (formerly SAS 70 Type II)
- SOC 2
- FISMA, DIACAP, and FedRAMP
- PCI DSS Level 1
- ISO 27001
- ITAR
- FIPS 140-2

Badger Meter has obtained certification of our Information Security Management System (ISMS) under ISO 27001 and met the Service Organization Control (SOC) reporting framework of SOC2 against the Security, Availability, and Confidentiality Trust Services principles. These certificates assure our customers and partners that the BEACON servers and global networks meet security management standards and best practices.

As a SaaS platform, BEACON version numbers are updated with each deployment.

The ORION Cellular endpoint utilizes as its primary communication licensed frequencies that are specifically set aside for cellular communications. Unlike many AMI solutions that use shared frequencies and bandwidth, ORION Cellular endpoints utilize licensed frequencies to avoid interference from unauthorized users. For its mobile back-up message, the ORION Cellular endpoint communicates on the FCC-regulated 902-928 MHz frequency. ORION Cellular endpoints comply with Part 15, Part 22, Part 24, and Part 27 of FCC Rules. No license from the FCC is required by Badger Meter to operate an ORION meter reading system. Refer to the ORION Water Endpoints Installation Manual for additional details.

ORION endpoints ensure that data is reliably transmitted and received, that the integrity of the data is maintained, and that data cannot be captured or altered by unauthorized users. The ORION Cellular approach to secure communication exceeds the security provided by our encryption alone, in that network communication occurs over private network, specifically MPLS (Multi-Protocol Label Switching)-based VPN (Virtual Private Network) services, and not over the public internet. In addition, ORION Cellular endpoints transmit no Personally Identifiable Information (PII).



The BEACON AMA software platform is ISO 27001 certified and SOC 2 examined against the Security, Availability, and Confidentiality Trust Services principles. Badger Meter's data-hosting provider's IT infrastructure is designed and managed in alignment with best security practices and a variety of IT security standards, including:

- SOC 1/SSAE 16/ISAE 3402 (formerly SAS 70 Type II).
- SOC 2.
- FISMA, DIACAP and FedRAMP.
- PCI DSS Level 1.
- ISO 27001.
- ITAR.
- FIPS 140-2

ORION Cellular endpoints leverage ORION two-way encrypted system architecture so that firmware upgrades can be accomplished over-the-air using the BEACON AMA software. Firmware updates are automatically pushed when available to keep the utility at the most up-to-date publicly released firmware revision.

ORION Cellular Alarms and Alerts

The system, using the ORION Cellular endpoint supports the following endpoint/encoder condition alarms:

Endpoint tamper status (Cut-wire): For protection against cut-wire tampering, the smart circuitry of the ORION Cellular endpoint immediately detects an open or short circuit in the three-wire connection between the endpoint and the encoder. An electronic tamper flag is sent with the next broadcast message if the wire is accidentally or intentionally cut. BEACON AMA will provide a tamper alert on Badger Meter's dashboard with a link to account details. This tamper flag is maintained until a valid reading can be obtained from the endpoint or until the wire is repaired by Badger Meter.

Programming status: Indicates an endpoint configuration parameter has been changed in the field (for example, transitioned from PAUSE to ACTIVE mode).

Encoder error: The ORION Cellular endpoint sets an encoder error status flag if the endpoint's attempt to read the encoder results in a meter reading that is not valid or contains an erroneous value. The alarm is cleared when a valid encoder reading is obtained. This alarm is also stored as part of the interval metering data.

Battery life indicator: An alarm triggered when an algorithm detects low battery strength for the endpoint and the meter/encoder.

Potential leak: Flow has been detected during every 15-minute interval in a 24-hour period.

Empty pipe: The E-Series Ultrasonic meter sends an empty pipe alarm to notify Badger Meter when the meter does not detect a full pipe, which could impact meter accuracy. (Not available with HR-E or HR-E LCD encoder)

Encoder removal status, magnetic tamper: The HR-E LCD supports a magnetic tamper alarm that indicates magnetic tampering of the meter and is transmitted and maintained in BEACON AMA software for management of the meter system. (Not available with H-RE encoder)

Temperature: Both the E-Series Ultrasonic meter and HR-E LCD support a temperature alarm that indicates meter conditions exceed temperature specifications. (Not available with H-RE encoder)

Reverse flow: A condition in which reverse water flow of more than one gallon has been reported in the past 30 days.

The ORION Cellular endpoint is designed for use with the following sensor devices:

- Remote Flow Restriction Valve: E-Series Ultrasonic Plus meter
- Standard Pressure and Temperature Sensors: Next Generation 1 1/2" and larger E-Series Meters

Optional Pressure and Temperature Sensors: G2 E-Series Meters

ORION Cellular Endpoint data storage

As a standard, the ORION Cellular endpoint stores 42 days of 15-minute interval data, while the BEACON AMA cloud-based MDMS stores the past three years of 15-minute reading data interval information from all endpoints in the system. Furthermore, there is no quantity limit on the number of endpoints' data that can be stored within the BEACON AMA MDMS.

In a successful communication cycle, the endpoint transmits its data and waits for a two-way confirmation that the data has been properly received by the BEACON AMA software. When an endpoint does not receive the confirmation from the BEACON AMA software, the endpoint understands that it must retransmit any data that has yet to be confirmed, during its next transmission, in order to backfill missing read and event data.

Each ORION Cellular endpoint stores 42 days of 15-minute metering and event data. The first data package an endpoint reports to BEACON AMA is always the oldest data package not yet acknowledged. If there is no acknowledgment, then subsequent transmissions will include the missing information. Reads and event data are thus backfilled and surfaced in BEACON AMA automatically without any human intervention. All ORION Cellular LTE-M endpoints are shipped in an inactive, non-transmitting state. ORION Cellular LTE-M endpoints do not require any local programming. ORION Cellular endpoints offer a Smart Activation feature. After installation, the endpoint begins broadcasting data when the encoder senses the first uses of water with no field programming required. However, we also offer an ORION Activation Tool (shown here). This inexpensive tool can be used to activate the endpoint (for vacant properties), verify encoder connection, and confirm network communication. The wait time to confirm proper installation in this manner will vary, but with proper installation, the process can typically be expected to occur between 30 seconds and two minutes.

ORION Cellular Endpoint Product Specifications

ORION Cellular endpoints are enclosed in an engineered, thermoplastic housing, which includes a radio frequency (RF) circuit board, battery and antenna. Designed for long-term performance, the endpoints are fully potted with our field-proven proprietary sealing technique to ensure reliability in flooded or submerged applications. The manufacturing process and endpoint design has provided Badger Meter with a failure rate less than ½ of 1 percent. This endpoint meets and exceeds IP68 and employs UV- rated materials. All materials are non-hazardous under normal operating conditions. The storage and meter reading range of the ORION Cellular endpoint is -40° C to 60° C (- 40° F to 140° F). The communication range is -20° C to 60° C (-4° F to 140°F).

Badger Meter warrants ORION Cellular endpoints, including battery, to be free from defects in material and workmanship for a period of 20 years and six months after shipment. Badger Meter will replace non-performing endpoints at no cost during the first 10 years of the warranty period, and at a prorated price during the remainder of the warranty period. As a standard, the endpoint automatically broadcasts 15-minute interval data on a regular, daily schedule (up to four times per day), along with any diagnostic data and alarm conditions, to BEACON AMA via the cellular network. With over 25 years' experience designing, testing, and manufacturing systems to withstand the harsh

water environment, Badger Meter customers can rest assured that our proven manufacturing processes provide them with a product to last the life of the BEACON AMA system.

BEACON Software

The BEACON AMA software offers a customizable dashboard that delivers information configured to user security access level in a format matched to your utility's individual requirements, providing data management integrity, security, and control. Approved users can access BEACON via a web browser providing access in the office or in the field.

All updates to the BEACON AMA software suite are included in the ongoing license and hosting fees. Version numbers increment with each deployment, often multiple times per week. With a cloud-based, hosted platform, all updates are automatically available upon deployment—there are no software updates or patches for you to install. You will always be using the most current version of the BEACON AMA software suite.

Information regarding new features is documented in the online Help and significant changes to existing functions or features are announced in the “What’s New” notification module available on each user’s dashboard.

The BEACON AMA software suite also includes our EyeOnWater customer engagement web portal and smartphone apps at no additional charge (no third-party fees or interfaces required). Available exclusively through BEACON AMA, EyeOnWater enables utility customers to view and understand their usage profile through easy-to-understand consumption graphs and provides a simple method to establish alerts to better manage their water use. Literally putting water usage data in the palm of consumers’ hands, EyeOnWater mobile apps bring the power of the online portal to your customer’s iOS or Android device.

BEACON AMA has the following features:

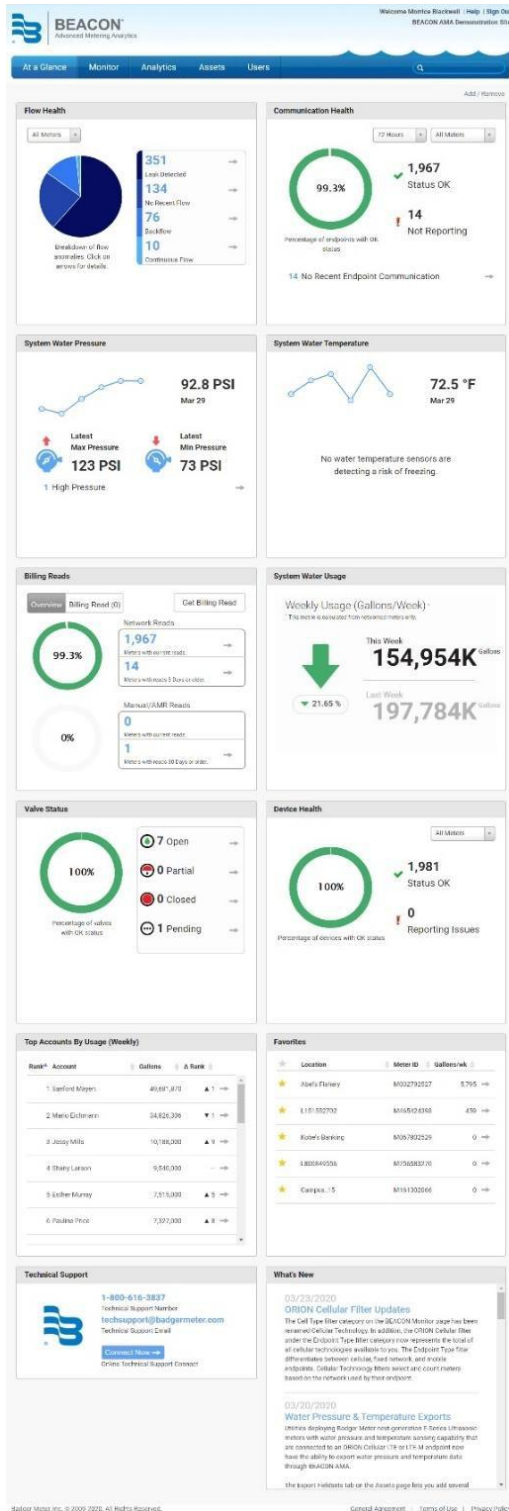
- Customizable dashboards to deliver information in a format matched to each user’s needs for specific information
- Unique alert conditions to define and monitor exceptions
- Consumer engagement tools including online access and smartphone apps to enable access to individual customer information
- Secure, hosted platform with API feature to easily share data across utility applications
- Automatic software updates
- Integration with your billing system

Customizable Dashboard: The At a Glance (AAG) page acts like a dashboard, giving you quick access to vital information through modules. The first time you access BEACON, it opens in a default module layout. You can customize that layout to suit your needs, for example, positioning the modules that you use most frequently at the top of the page or hiding modules that you do not use often.

BEACON automatically remembers the new layout, so that the next time you login to BEACON the AAG page will appear as you customized it. Custom AAG layouts are user-specific—no one but you will see your customized layout. The AAG page layout is the only customizable page layout in BEACON.

BEACON Modules and Pages

Below you will find an explanation of each of the dashboard modules:



Billing Reads – This module processes read data captured by networked and manually read meters and lets you create a file that can be passed to your billing software. The Billing Reads module also shows network and manually read meters that have current billing reads available and meters missing reads.

Device Health – This health module gives utilities a snapshot of the number and percentage of devices endpoints, encoders and meters reporting with and without issues. Use the drop- down menu to select the endpoint type subgroup to focus on or the devices you have marked as Favorites. Scroll up and down using the gray elevator bar on the right-hand side of the module.

Communication Health – This module displays the number of meters without communication within a time period. Use the communication tolerance drop-down to view meters which have not communicated within the tolerance period. Select the endpoint type subgroup in the meter group dropdown to focus on a subset of meters or the devices you have marked as Favorites.

Flow Health – This health module provides an overview of the flow anomalies in your water system. Use the drop-down menu to graph all of the meters reporting flow anomalies or the endpoints you have marked as Favorites.

System Water Usage – See aggregated flow data displayed as a trend in this module. Compare this week's overall consumption with the previous week's overall consumption data.

Valve Status – Displays the number of valves in each status: Open, Partial, Closed, or Pending actuation.

System Water Temperature – This module displays the average temperature for the past seven days and alerts you to medium and high freeze risks for meters with water temperature sensors.

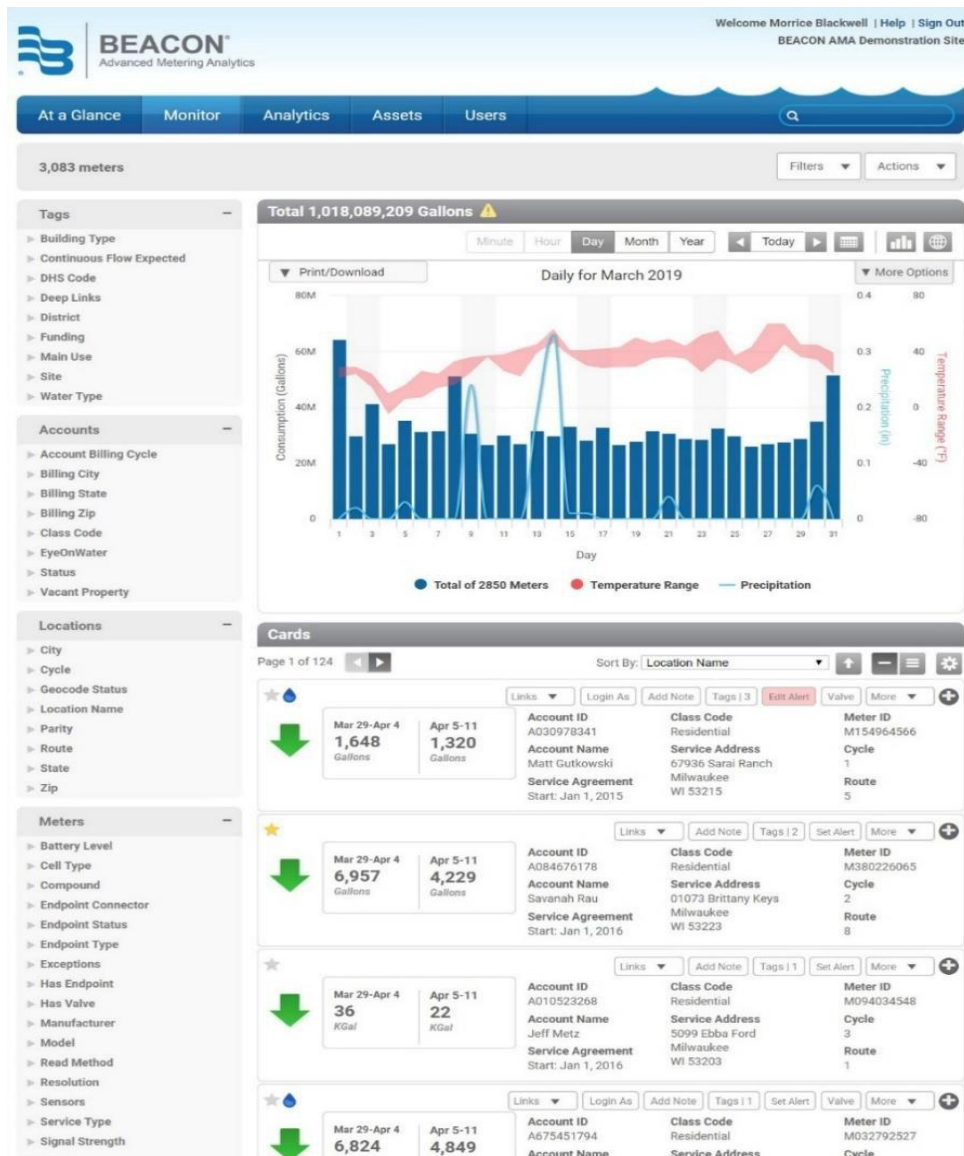
System Water Pressure – This module displays the minimum, average, and maximum water pressure statistics over the past seven days for meters with water pressure sensors.

Favorites – This module displays water usage for service locations designated as favorites on their Monitor page Meter Cards.

Top Accounts By Usage – This module lists the Top 25 accounts, ranked by weekly consumption.

What's New – Displays information on new and upcoming features for the BEACON AMA software.

Technical Support – Get support phone numbers and direct access to online chat with support personnel in this module.



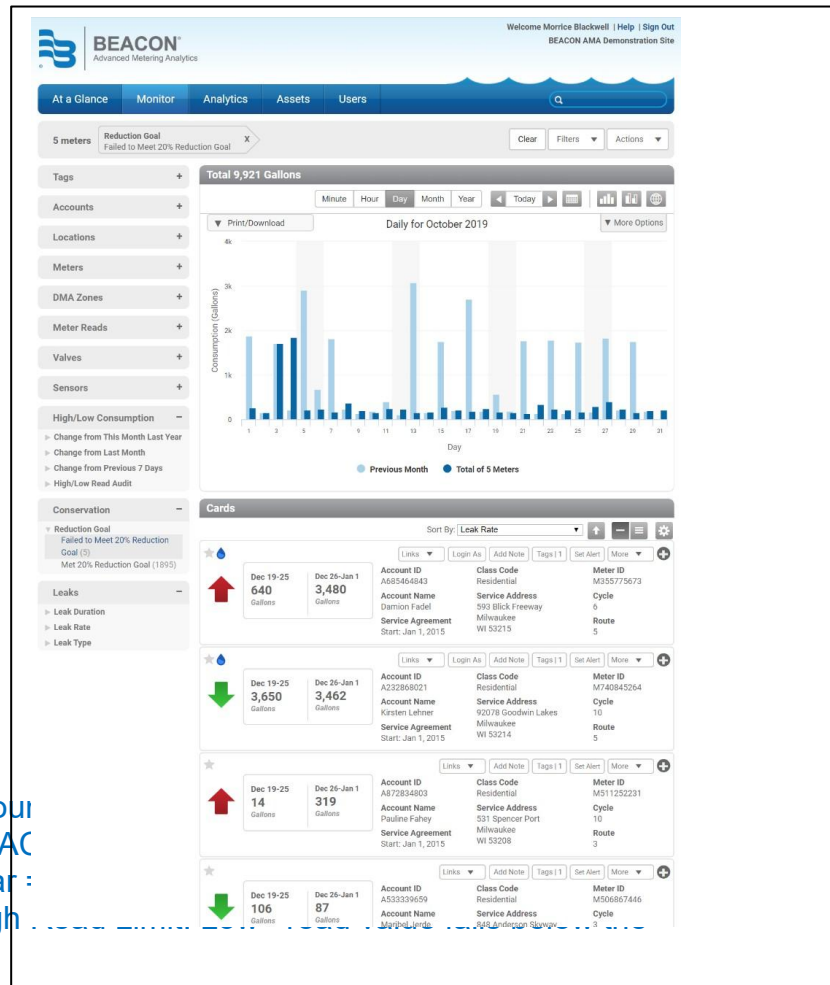
Monitor Page – Consumption View w/ Temperature and Precipitation Overlays.

The Consumption Graph on the BEACON Monitor page charts water usage over time.

- Use the Minute, Hour, Day, Month, Year buttons to select a timeframe.
- Jump to the current day by clicking the Today button.
- Use the arrows to step backward and forward. How far the arrows step depends on the selected timeframe.
- Click the Calendar icon to open a calendar and jump to whatever date you select.
- Click the Compare icon to view previous usage based on the current selected timeframe.

Monitor Page – Consumption View w/ High/Low Consumption comparisons.

- Change from This Month Last Year: Selects and counts networked meters whose consumption this month exceeded or fell below high/low consumption thresholds as compared to the same month last year.
- Change from Last Month: Selects and counts networked meters whose consumption this month exceeded or fell below high/low consumption thresholds as compared to last month.
- Change from Previous 7 Days: Selects and counts networked meters whose consumption during the last seven days exceeded or fell below high/low consumption thresholds as compared to the previous seven days.
- High/Low Read Audit: Selects and counts networked meters whose High/Low Read Limit values passed to BEACON read from the reading device. Regular High/Low Read Audit: High = read value falls above the High Read Limit. Low = read value falls below the Low Read Limit.





At a Glance

Monitor

Analytics

Assets

Users



3,083 meters

Filters

Actions

Tags

- ▶ Building Type
- ▶ Continuous Flow Expected
- ▶ DHS Code
- ▶ Deep Links
- ▶ District
- ▶ Funding
- ▶ Main Use
- ▶ Site
- ▶ Water Type

Accounts

- ▶ Account Billing Cycle
- ▶ Billing City
- ▶ Billing State
- ▶ Billing Zip
- ▶ Class Code
- ▶ EyeOnWater
- ▶ Status
- ▶ Vacant Property

Locations

- ▶ City
- ▶ Cycle
- ▶ Geocode Status
- ▶ Location Name
- ▶ Parity
- ▶ Route
- ▶ State
- ▶ Zip

Meters

- ▶ Battery Level
- ▶ Cell Type
- ▶ Compound
- ▶ Endpoint Connector
- ▶ Endpoint Status
- ▶ Endpoint Type
- ▶ Exceptions
- ▶ Has Endpoint
- ▶ Has Valve

Total 64,659 Gallons

Minute Hour Day Month Year

Today



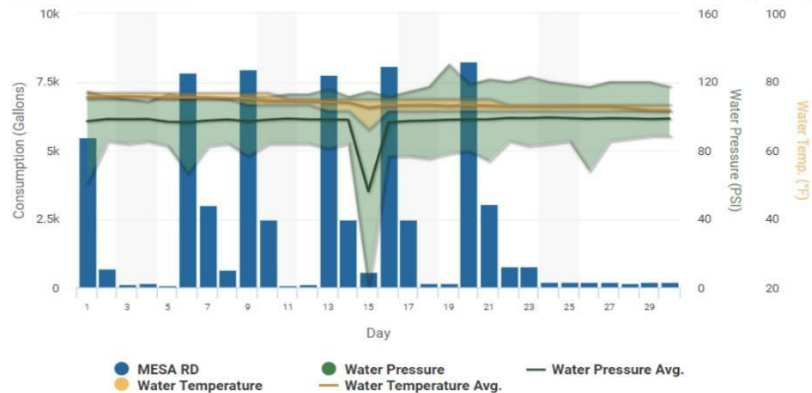
Gallons

Overlays

Print/Download

Daily for November 2018

Close



Cards

Page 1 of 124

Sort By: Location Name



Mar 29-Apr 4
1,648
Gallons

Apr 5-11
1,320
Gallons

Links Login As Add Note Tags | 3 Edit Alert Valve More

Account ID
A030978341
Account Name
Matt Gutkowski
Service Agreement
Start: Jan 1, 2015

Class Code
Residential
Service Address
67936 Sarai Ranch
Milwaukee
WI 53215

Meter ID
M154964566
Cycle
1
Route
5



Mar 29-Apr 4
6,957
Gallons

Apr 5-11
4,229
Gallons

Links Add Note Tags | 2 Set Alert More

Account ID
A084676178
Account Name
Savanah Rau
Service Agreement
Start: Jan 1, 2016

Class Code
Residential
Service Address
01073 Brittany Keys
Milwaukee
WI 53223

Meter ID
M380226065
Cycle
2
Route
8



Mar 29-Apr 4
26
Gallons

Apr 5-11
22
Gallons

Links Add Note Tags | 1 Set Alert More

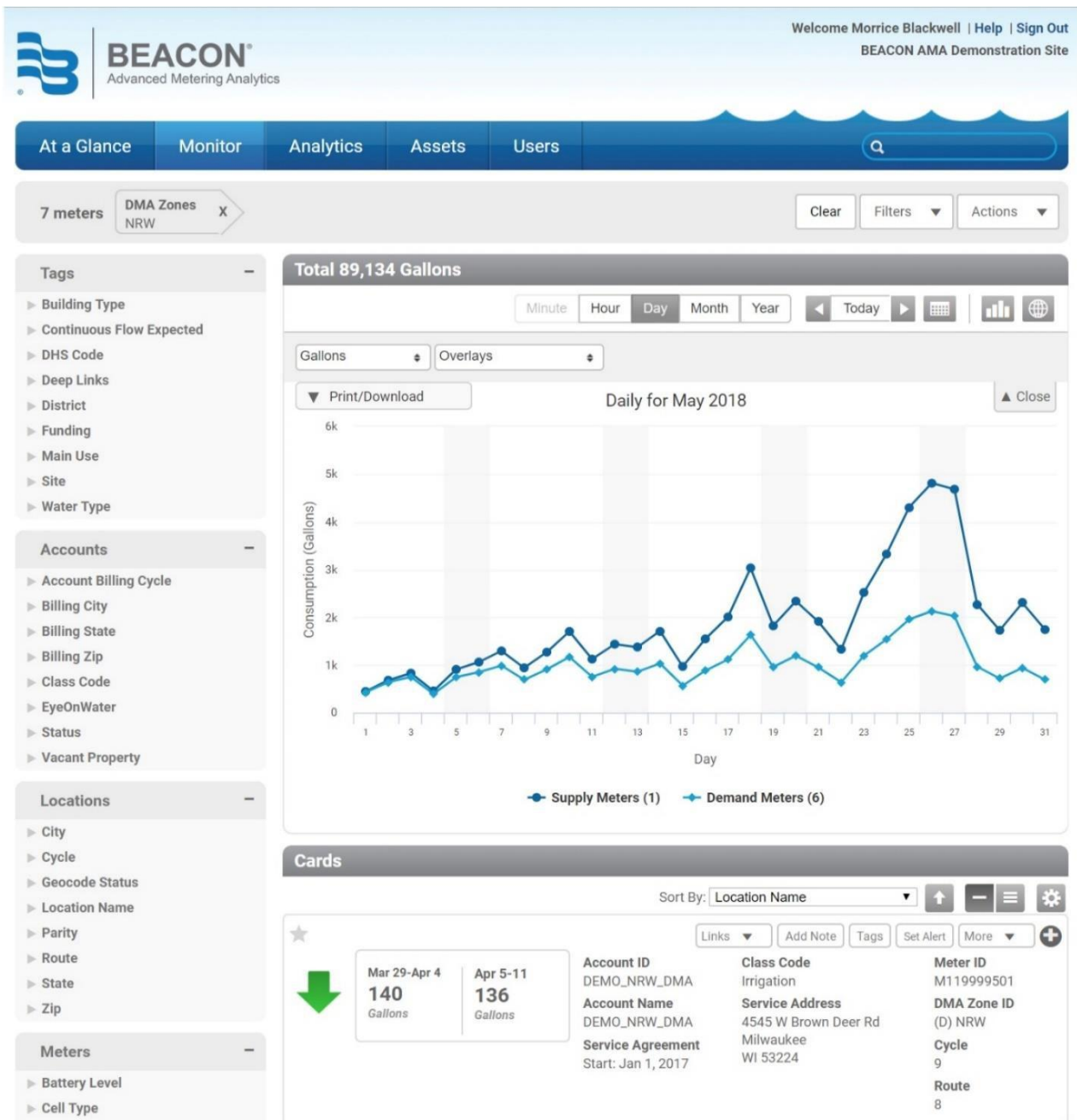
Account ID
A010523268

Class Code
Residential

Meter ID
M094034548

Monitor Page – Consumption View w/ Water Pressure and Temperature Overlays

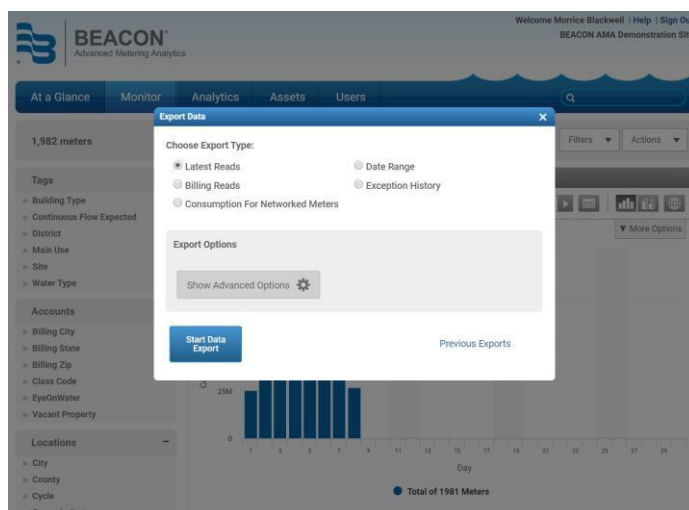
When utilizing our next generation E-Series meters, water temperature and pressure sensors are built in the meters (standard on 1 ½" and larger) and their data can be displayed as overlays on the consumption graph.



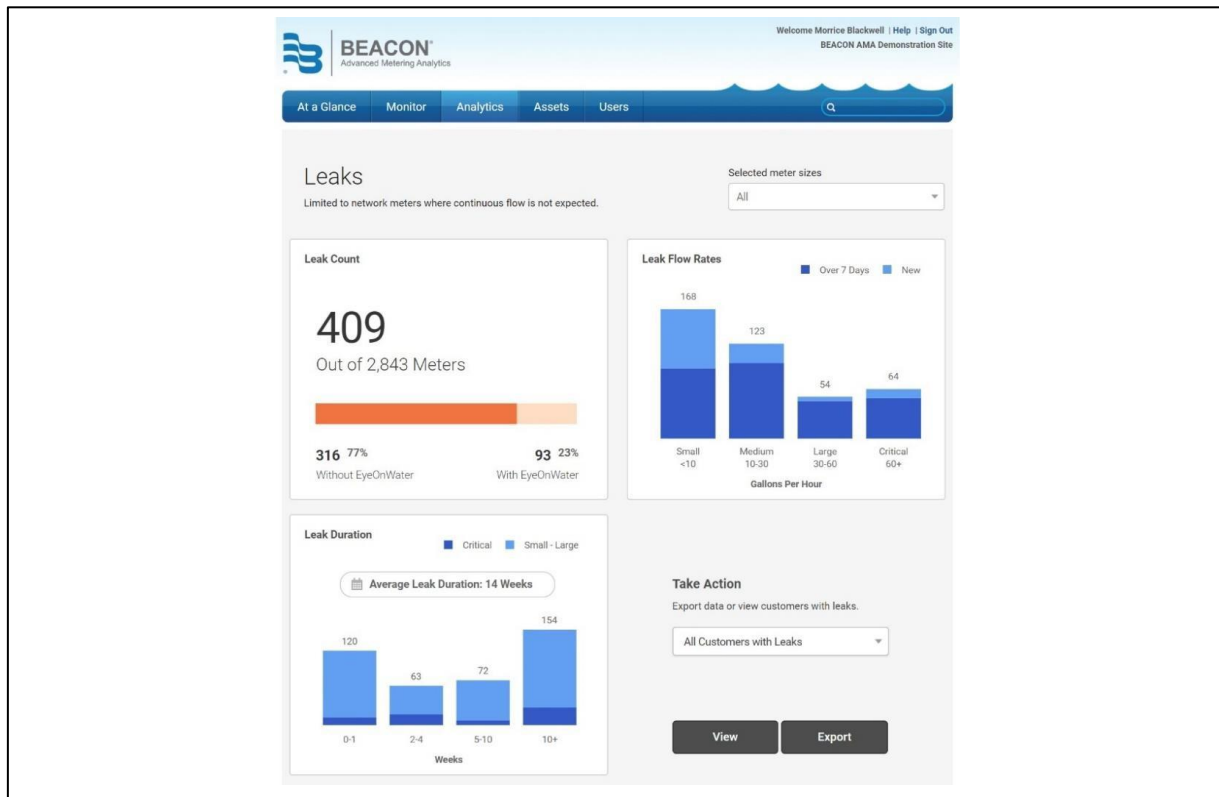
Monitor Page – District Metering Area (DMA)

A DMA lets utilities monitor consumption across a water distribution network. In BEACON AMA, such networks are defined by zones. A zone is a collection of Supply meters and Demand meters. Supply meters measure water flowing into a zone and Demand meters measure the water consumed within the zone. BEACON AMA displays the graphical usage of both the supply and demand meters showing you when you have a potential disparity or problem in a zone within your water system that requires further attention.

Exporting Data: From the Monitor page, once you have selected the data that you would like to export, simply click the “Actions” button in the upper right-hand corner of the screen and it will allow you to export the data you require as shown in the screenshot above. You also can define your custom report fields by easily setting up a custom Export Fieldset.



- Exporting Latest Reads creates CSV- format spreadsheet files that include meter reads, flow, account, location, service point, meter and endpoint data along with potential leak and backflow information.
- Exporting Billing Reads creates CSV-format spreadsheet files that comply with the BEACON Billing Read Export Specification and can be used with billing systems.
- Exporting Consumption (Networked Meters) data creates CSV-format spreadsheet files that include the day of the week, time flow was measured, total amount of flow, the flow unit of measure, and the number of meters with positive flow in each period. Consumption exports aggregate flow data so you can quickly see how much water is being used by a given set of registers over a selected range of dates. Includes networked meters only and excludes no flow and backflow intervals.
- Date Range exports create CSV-format spreadsheet files that include AMI and AMR meter reads, flow, account, location, service point, meter and endpoint data along with potential leak and backflow information for a selected range of dates.
- Exception History Date Range exports CSV-format spreadsheet files that list the alerts from meters, encoders, and endpoints along with the alert start and end dates. In the case of leak alerts for networked meters, the messages from these devices may differ slightly in timing from the BEACON AMA leak alerts calculated based on flow occurring during each interval for 24 hours. Additional fields provide location, meter, endpoint, account, and billing information.



Analytics Page acts like a dashboard, providing enhanced visibility into Leaks and EyeOnWater signup and usage. The 'Leaks' section also lets you export data and view customers with varying degrees of leaks, facilitating engagement and leak mitigation.

The Leaks section is divided into quadrants:

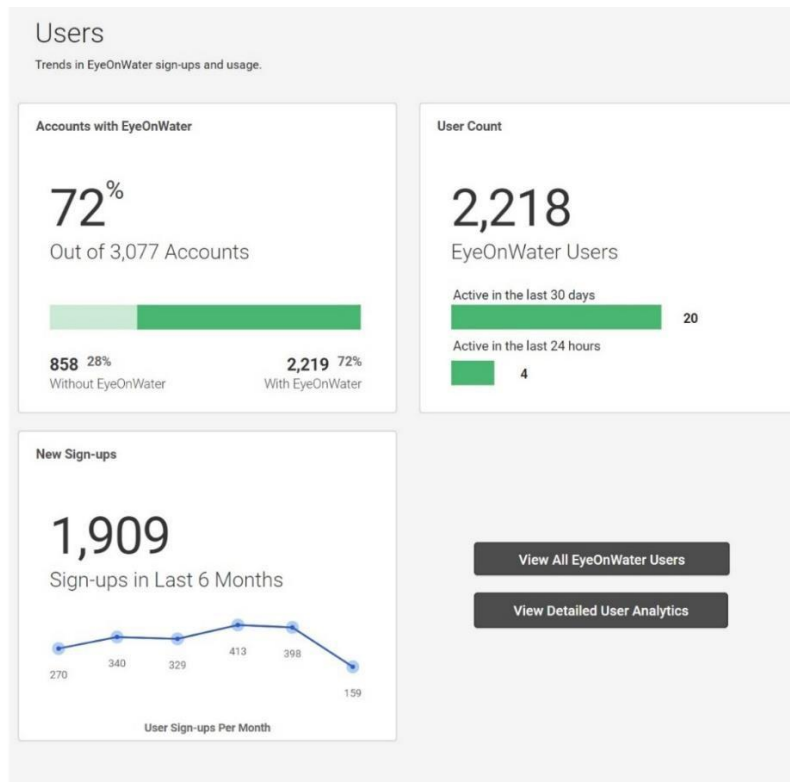
Selected Filter—Use the drop-down menu to select a filter to target results based on saved filters that have been created on the Monitor page. Filters are saved on a per-user basis, so any filter that is created by one user will not be visible to other users.

Leak Count—Displays the total number of leaks along with a breakdown of leaks for customers with and without EyeOnWater accounts for networked meters in your utility. Manually read meters, meters tagged as having continuous flow and meters larger than 1.5" are not included.

Leak Flow Rates—Displays the number of small (1 to 10.0 gallons per hour), medium (10.1 to 30.0 gallons per hour), large (30.1 to 60 gallons per hour) and critical leaks (60.1 gallons per hour and larger) that are new or older than 7 days.

Leak Duration—Displays the age in weeks of small-to-large leaks and critical leaks

Take Action—Use this quadrant of the Leaks section to export data or view customers with leaks based on the filter selected.



The **Users section** is divided into **quadrants**:

Accounts with EyeOnWater—Displays the number of water utility accounts with access to EyeOnWater as a percentage of total accounts along with a breakdown of accounts with and without EyeOnWater.

User Count—Displays the total number of users with EyeOnWater accounts and shows the number of active monthly users that visited EyeOnWater in the last 30 days and the number of active daily users that visits the site in the last 24 hours. Note: Users can have more than one account linked to EyeOnWater, so the total number of accounts and users may not match.

New Signups—Displays the number of new EyeOnWater accounts created in the previous six months along with a breakdown of signups per month. The current month is the right-most point on the graph.

View All EyeOnWater Users—Click the button to jump to the EOW Users tab on the Assets page.

View Detailed User Analytics—Click the button to jump to the Detailed User Analytics page.



EyeOnWater Masquerade Feature

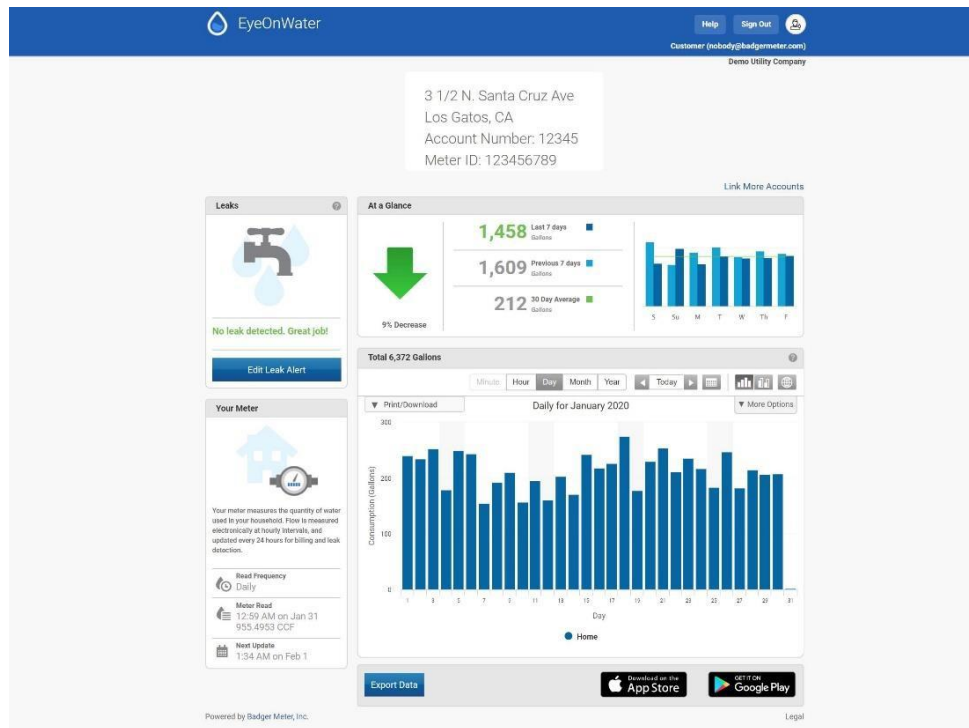
Through BEACON AMA, Customer Service Representatives can log into the system and see the same screen that the customer has access to for their account. Once the customer logs into the system on their computer, the Customer Service Representative can easily walk the customer through analyzing their detailed water usage, add weather overlays, assist the customer in setting up a leak alert notification, help them understand when a leak may have started, and show the customer how the data can be exported. With this type of information at CSR's fingertips, customer service call can be shortened and striving to achieve first call resolution is a real possibility.

CUSTOMER PORTAL - EyeOnWater

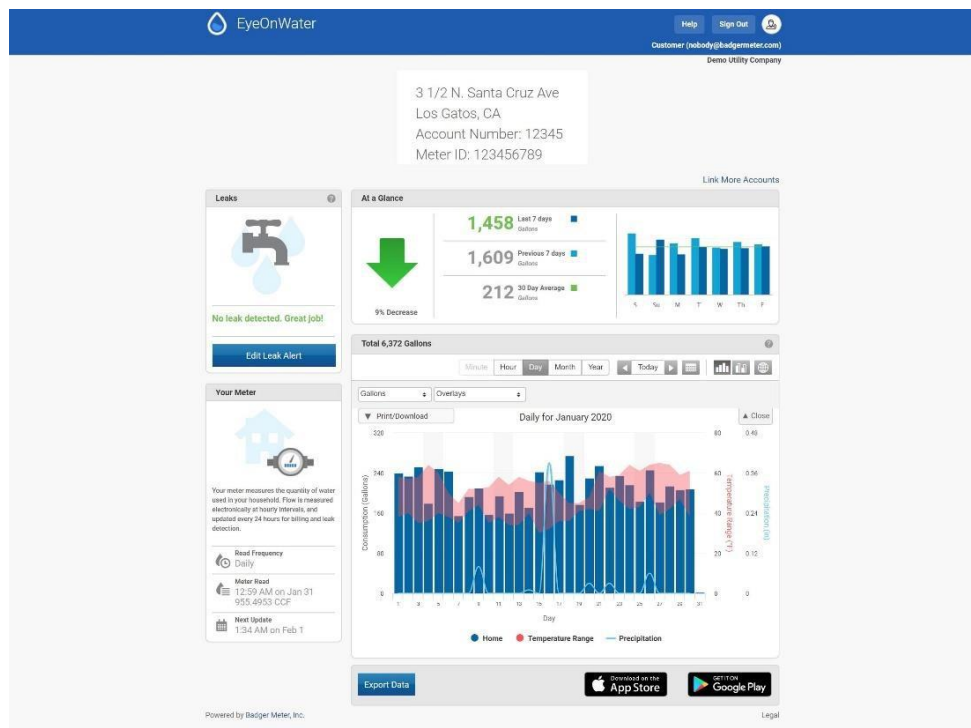


The BEACON AMA software suite includes the EyeOnWater consumer engagement web portal and smartphone apps to connect your utility customers with their water consumption data through smart technology. The interface of the EyeOnWater customer web portal (as shown below) includes intelligible modules with intuitive graphics that bring water usage data directly to your utility customers:

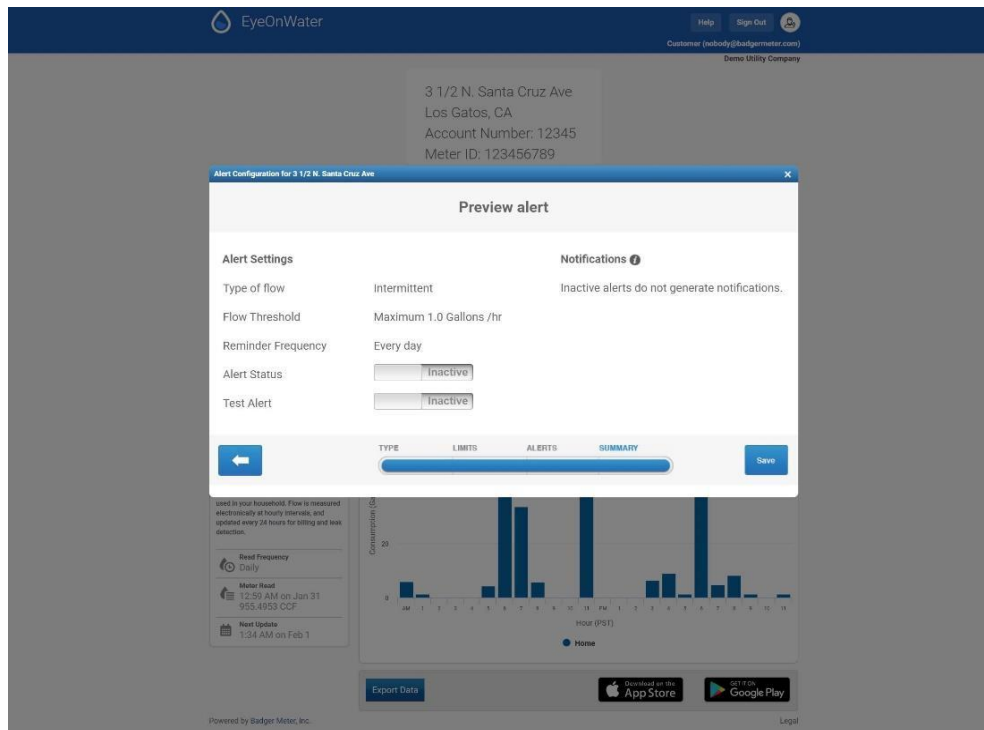
- The Leaks section lets users set configurable leak alerts by email or text.
- The At a Glance section shows users a snapshot of their water usage, including the percentage increase or decrease of usage over prior week, the exact amount of water usage in pre-defined periods, and a comparative bar graph of week-to-week usage.
- The Consumption Graph (below the At a Glance module) displays water usage over a period of time including 15-minute, hourly, daily, monthly, and yearly intervals. Customers can also choose to export this data into a csv format by using the export button.
- The Your Meter section is where users can learn about how often their meter is read, the last time it was read, the current reading, and when the next reading is scheduled.



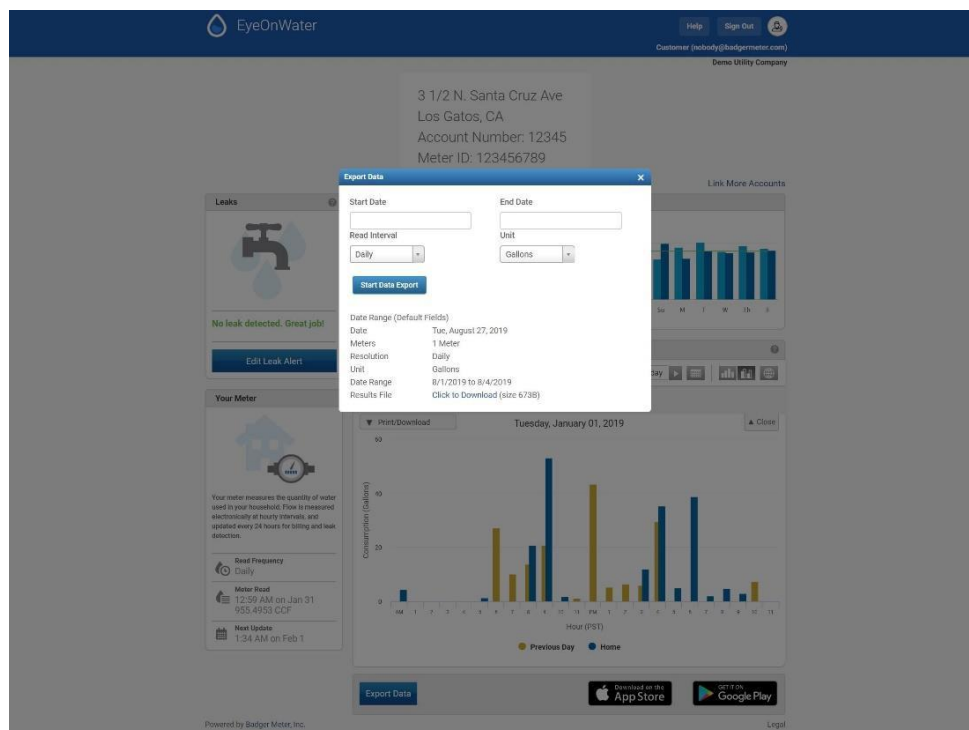
EyeOnWater Consumer Portal Standard Consumption View



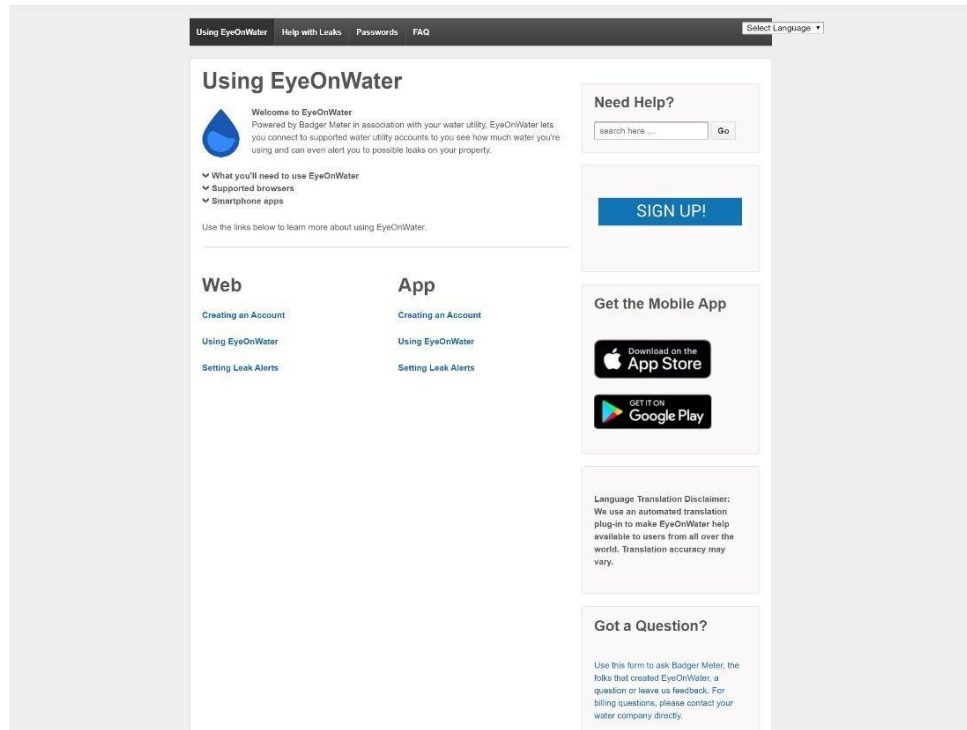
EyeOnWater Consumer Portal Standard Consumption View with Weather Overlays



EyeOnWater Consumer Portal Email/Text Leak Notification Setup

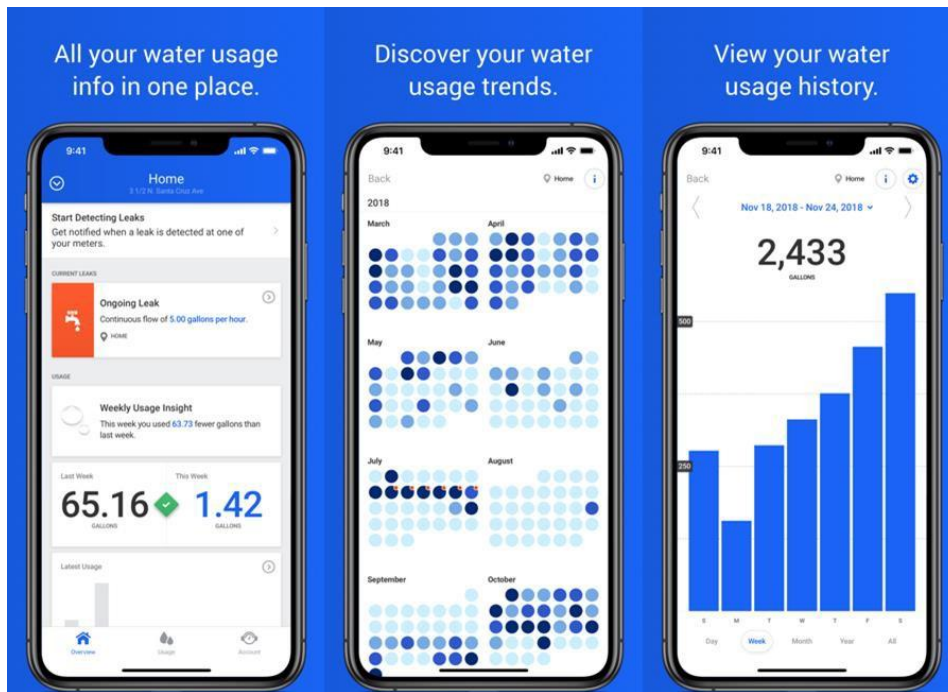


EyeOnWater Consumer Portal CSV Data Export Capability



EyeOnWater Consumer Portal Integrated Online Help

EyeOnWater Consumer Engagement Application



The **EyeOnWater consumer engagement application** is available as native mobile apps (as shown below) for both iOS and Android smartphones and tablet devices, giving your water users quick and easy access to their data anywhere, anytime. By leveraging the data provided by our ORION endpoint technology and BEACON AMA software suite, the EyeOnWater web portal and mobile apps enable the utility to provide an enhanced, informative customer experience with your customers while promoting awareness and education among your customers about the importance of water conservation. The EyeOnWater smartphone app will allow your customers to:

- Quickly view recent water usage with a prior week comparison.
- View detailed water usage history by day, week, month, and year.
- Discover short and long-term water usage trends.
- Detect leaks and reduce water waste.
- Setup leak notifications that work seamlessly with native smart phone notification processes.
- Easily contact the water utility.

EyeOnWater enrollment is easy for utility customers.

Your customers visit <https://eyeonwater.com/signup> on their computer using a standard web browser to get started, and then follow these instructions:

1. From the signup web page, enter the service or billing area ZIP or Postal Code in the field labeled (A) in the image to the right.

2. Enter the account number on the water bill in the field labeled (B) in the image above.

3. Click Next (C).

4. Enter email address.

5. Create and confirm a password.

- Note: Passwords must be a minimum of 8 characters and no longer than 16 characters. While not required, we strongly recommend including at least 1 upper-case letter, 1 number and 1 special character (for example, ^&*%#).

6. Lastly, a confirmation email from Badger Meter, Inc. will be sent to the email address provided. Verify the email address by clicking on the link in the confirmation email. When that is done, sign in using the email and password.

The screenshot shows the EyeOnWater website's signup page. At the top left is the EyeOnWater logo. On the right is a 'Help' link. The main heading is 'Steps to Create an EyeOnWater Account'. Below this are seven numbered steps: 1. Enter your service or billing address ZIP/Postal Code. 2. Enter your account number as it appears on your water bill. Don't have a copy of your water bill? Contact your utility. 3. Enter and confirm your email address. 4. Create and confirm your password. 5. Read and accept the Terms of Use. 6. Verify your email address in the confirmation email. 7. Enjoy using EyeOnWater!

Step 1 is highlighted with a red circle and labeled 'A'. Below it is a text input field labeled 'Service or Billing ZIP/Postal Code'. Step 2 is highlighted with a red circle and labeled 'B'. Below it is a text input field labeled 'Account Number'. A note below this field states: 'Some utilities use a customer number, others omit hyphens, trailing zeros and non-numeric characters. When in doubt, consult your utility to learn which number to use when creating an EyeOnWater account.' Step 3 is highlighted with a red circle and labeled 'C'. Below it is a blue button labeled 'Next'.

In the center of the page is a 'SAMPLE WATER BILL' table. The table has three columns: CUSTOMER NAME, SERVICE LOCATION, and ACCOUNT NUMBER. The first row contains 'JOHN SMITH', '123 MAIN STREET', and '123456789'. The second row contains 'DUE DATE' and 'CURRENT CHARGES'. The third row contains '01/15/2017' and '\$45.26'.

Meter Technology

Electronic Meters

Since the release of the E-Series in 2010, Badger Meter has established a significant customer base with our first-to-market residential E-Series Ultrasonic meter. We anticipate an even greater market acceptance with the recent release of AWWA Standard C715 – “Cold-Water Meters-Electromagnetic and Ultrasonic Type for Revenue Applications.” Since their launch, Badger Meter has continued to grow the metering line, introducing the 1-1/2 inch and 2 inch Ultrasonic meter (2012) and the 5/8 x 3/4 inch and 3/4 inch engineered polymer Ultrasonic meter (2013). The basic, well-proven design first developed in the Ultrasonic meter has not changed although Badger Meter implements design modifications and upgrades to improve the overall accuracy and operating characteristics to ensure we meet our customers’ evolving needs. Today, Badger Meter offers the E-Series Ultrasonic meter line in 5/8” to 8” sizes.

The ORION Cellular endpoint is designed for use with the following E-Series products:

- Flow Restriction Valve: E-Series Ultrasonic Plus meter
- Standard Pressure and Temperature Sensors: G2 E-Series Meters 3” and larger Optional on G2 E-Series 5/8” to 1”

When connected to ORION Cellular endpoints, both the pressure and temperature information is communicated to and presented in BEACON AMA, helping utilities understand and proactively manage their water systems faster and more efficiently.

The proposed ORION Cellular endpoint supports the following specific E-Series condition alarms:

- **Empty pipe:** The E-Series Ultrasonic meter sends an empty pipe alarm to notify Badger Meter when the meter does not detect a full pipe, which could impact meter accuracy.
- **Temperature:** Temperature outside limits: above 140 °F or below 34 °F. Meter continues to operate, but is outside specified accuracy range
- **Pressure:** Pressure sensor is damaged, or pressure is outside specified threshold limits: above 130 psi or below 20 psi.
- **Reverse flow:** A condition in which reverse water flow of more than one gallon has been reported in the past 30 days.
- **End of Life:** Indication that the battery is nearing end of life.
- **Exceeding Max Flow:** Indication that the flow going through the meter has exceeded the maximum flow rate according to the meter’s specifications.
- **Measurement Error:** Interference of ultrasonic signal. Meter is not measuring properly. Meter continues to operate unless sensors are damaged.
- **No Usage:** Flow rate less than the low flow operating rate for 30 days.

- **Suspected Leak:** Flow rate more than the low flow operating rate for 24 hours.
- **Program Alert:** Meter has been programmed in last 35 days.

TRAINING INFORMATION

Danielle Dickman, Travis Crosson & Tyler Lindsay are USA's on-staff trainers for Badger Meter products. All three USA personnel are certified Badger Trainers and have been in training roles combined for over 18 years of AMI network training.

By having trainers on staff, USA is provided with additional flexibility to enhance the training process with our customers. There is a familiarity with our customers as Travis or Tyler will be the individual responsible to our Florida customers for product training. In the event there are questions or additional follow up, we are available to provide additional info and one on one training as needed.

We have included 2 days extensive training for this project which can be tailored to meet your exact needs.

This training will include:

- Meter / Endpoint Installation
- BEACON AMA Software Training
- Meter / Endpoint Maintenance



4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

August 6, 2025

Mr. Julio Magrisso
Bal Harbour Village
655 96th St
Bal Harbour, FL 33154

RE: Sole Source Letter

Dear Mr. Magrisso:

This correspondence confirms that Utility Solutions & Automation, LLC. is the sole authorized distributor of E-Series® Ultrasonic Meters, BEACON® SaaS, ORION® Endpoints, Syrinix PIPEMINDER Solutions, Syrinix RADAR® Software, Badger Meter Analytical Product Lines, Telog Enterprise/Remote Monitoring for Enterprise Software, Telog® RTUs, Remote Monitoring Cloud Software and Telogers for Windows® for Bal Harbour Village.

In the event you have any questions regarding this correspondence, we can be reached by telephone at 800-876-3837 or by email at proposals@badgermeter.com.

Sincerely,

BADGER METER, INC.

A handwritten signature in blue ink, appearing to read 'Matthew B. Gieseke', written over a horizontal line.

Matthew B. Gieseke
Assistant Secretary and Proposal Lead

Page 1 of 1

E-Series® Ultrasonic Meters, BEACON® SaaS, ORION® Endpoints, Syrinix PIPEMINDER Solutions, Syrinix RADAR® Software, Badger Meter Analytical Product Lines, Telog Enterprise/Remote Monitoring for Enterprise Software, Telog® RTUs, Remote Monitoring Cloud Software and Telogers for Windows®

BAL HARBOUR

- V I L L A G E -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES.

Issue:

Should the Village Council approve this Resolution to award a performance bonus to General Employees in the Village for their work during the 2024-2025 fiscal year?

The Bal Harbour Experience:

- | | | |
|---|---|--|
| ☐ Beautiful Environment | ☐ Safety | ☐ Modernized Public Facilities/Infrastructure |
| ☐ Destination & Amenities | ☐ Unique & Elegant | ☐ Resiliency & Sustainable Community |
| ☒ Other: <u>Employee Reward and Retention</u> | | |

Item Summary / Recommendation:

In 1990, the Village Council adopted a pay plan for the Village's general employees with an annual lump-sum, non-compounding, merit-based "performance bonus" for all Village employees who are not covered under the Collective Bargaining Agreement (CBA) with the Police Benevolent Association (PBA). The performance bonus is in lieu of any annual merit-based salary adjustment for the general employees. In most municipalities, employee compensation structures typically include annual merit-based adjustments that permanently raise base pay. While this method offers predictable year-over-year increases, it also commits organizations to ongoing budget growth regardless of future performance or economic conditions. Over time, these cumulative increases can reduce flexibility in managing personnel costs and make it difficult to differentiate between strong and average performers. Bal Harbour Village has instead adopted a performance-based bonus model that ties compensation directly to individual results each year without altering the employee's base salary. Based on the employees' evaluation rating, they were eligible for a bonus in the range of zero to seven (7) percent. There are 72 employees eligible for the FY 2026 performance bonus, excluding sworn police officers covered by the PBA Collective Bargaining Agreement, vacant positions and the Village Manager. The total amount budgeted for this year's bonuses is \$457,241 for all eligible positions. Based on the evaluation scores for the 72 employees eligible for a performance bonus, the total amount to be awarded is \$339,457, which represents approximately 74% of the allocated / budgeted funds, with approximately \$117,784 of the budgeted funds not being used. The average score of all performance evaluations was 3.87 out of a maximum of 4.0 with the average performance bonus awarded in the amount of \$4,714.67.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

Amount	Account	Account #
\$339,457	Salaries & Wages in various operating accounts	Various Funds - 501200

Sign off:

Human Resources Director Ramiro Inguanzo	Chief Financial Officer Claudia Dixon	Village Manager Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: November 18, 2025

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

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In 1990, the Village Council adopted a pay plan for the Village's general employees with an annual lump-sum, non-compounding, merit-based "performance bonus" for all Village employees who are not covered under the Collective Bargaining Agreement (CBA) with the Police Benevolent Association (PBA). The performance bonus is in lieu of any annual merit-based salary adjustment for the general employees.

ANALYSIS

In most municipalities, employee compensation structures typically include annual merit-based adjustments that permanently raise base pay. While this method offers predictable year-over-year increases, it also commits organizations to ongoing budget growth regardless of future performance or economic conditions. Over time, these cumulative increases can reduce flexibility in managing personnel costs and make it difficult to differentiate between strong and average performers. Bal Harbour Village has instead adopted a performance-based bonus model that ties compensation directly to individual results each year without altering the employee's base salary. Based on the employees' evaluation rating, they were eligible for a bonus in the range of zero to seven (7) percent. This approach allows the Village to recognize exceptional performance, maintain fiscal balance, and adapt compensation decisions to changing operational and financial conditions. The Village's performance bonus program is designed to better retain and reward employees for their performance while addressing the challenges of an increasingly competitive hiring market.

For FY 2026, it is proposed that the up to 7% performance bonus be continued for all non-union employees, so that all full-time and part-time general employees remain eligible for a performance bonus of up to 7% of their annual base salary. Performance evaluations have been conducted by each employee's immediate supervisor for the past fiscal year

which assesses four key areas: (1) work performance, (2) demeanor, (3) dependability, and (4) attendance. The performance bonus will be pro-rated for eligible employees who have not served a full year with the Village. Contractors and consultants are not part of this program and remain ineligible for a performance bonus. The performance bonuses are included and budgeted as part of the Village's annual operating budget for FY 2026.

The continuation of the performance bonus program is intended to further the Village's efforts to retain and reward employees for their performance during the past fiscal year and to address the ongoing challenges of recruitment and retention in an increasingly competitive labor market in South Florida. The shortage of qualified candidates has created significant challenges for both the public and private sectors, with municipalities particularly affected in areas such as public works, police dispatch, information technology, finance, and building services. As local governments continue to compete to attract and retain talent for similar positions, providing flexible performance-based incentives remains a key component of the Village's overall recruitment and compensation strategy. Employee turnover within Bal Harbour Village has generally reflected the broader trends seen across South Florida municipalities, where competition for qualified talent remains strong. While overall staffing levels have remained stable, periodic turnover among full-time and part-time employees continues to present recruitment challenges, particularly in specialized or technical positions. Recruiting replacements remains challenging amid heightened competition for skilled municipal employees. The performance bonus program continues to serve as a vital tool in supporting employee retention, recognizing performance excellence, and maintaining the high service standards expected by the Village and its residents.

There are 72 employees eligible for the FY 2026 performance bonus, excluding sworn police officers covered by the PBA Collective Bargaining Agreement, vacant positions and the Village Manager. The total amount budgeted for this year's bonuses is \$457,241 for all eligible positions. In January 2020, the Council voted to have the Village Manager supervise and evaluate the Village Clerk. As a result, the Village Clerk's evaluation is done in a manner consistent with all other Department Directors.

Based on the evaluation scores for the 72 employees eligible for a performance bonus, the total amount to be awarded is \$339,457, which represents approximately 74% of the allocated / budgeted funds, with approximately \$117,784 of the budgeted funds not being used. The average score of all performance evaluations was 3.87 out of a maximum of 4.0 with the average performance bonus awarded in the amount of \$4,714.67

The performance bonus for the Village Manager will be determined by the Village Council. The Village Manager's Annual Report is being presented as part of this meeting, and I have met individually with each of you to review the report and discuss my performance evaluation. This Resolution includes authorization for a performance bonus and/or other compensation adjustments for the Village Manager, as determined by the Village Council.

THE BAL HARBOUR EXPERIENCE

Our employees are the resources needed to ensure that all the pillars and main elements that contribute to *The Bal Harbour Experience* are accomplished and having a team of professional employees is paramount to ensuring that the Village's mission and vision are achieved.

CONCLUSION

Funds for this program have been included in the FY 2026 Operating Budget. Approval to expend these funds in the manner described above is recommended. The Council is asked to consider this item as a whole and not discuss the ratings of individual employees as that review process has already been conducted by the respective immediate supervisors.

RESOLUTION NO. 2025-

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

WHEREAS, the Village of Bal Harbour has a longstanding tradition of awarding performance bonuses to non-union employees as part of its compensation strategy; and

WHEREAS, for Fiscal Year 2026, the Village has continued the merit-based performance bonus of up to 7% of salary for all eligible non-union employees; and

WHEREAS, the amount of the performance bonus awarded to an employee will continue to be based on evaluations by the employee's immediate supervisor in the areas of work performance, demeanor, dependability, and attendance; and

WHEREAS, bonuses are pro-rated for employees who have not served a full year with the Village, and contractors and consultants remain ineligible; and

WHEREAS, pursuant to the Village Manager's employment agreement, the Village Manager is eligible to receive a Bonus; and

WHEREAS, the Council has reviewed the Village Manager's Annual Report and desires to award the Manager a Bonus of _____; and

WHEREAS, Bal Harbour Village remains committed to rewarding employees for their dedication and exceptional service while ensuring competitiveness in a challenging labor market; and

WHEREAS, funds for the award of performance bonuses have been included in the FY2025-26 Operating Budget.

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

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

Section 2. Bonuses Authorized.

- A. That the Village Manager is hereby authorized to award the Bonuses to eligible Village staff.
- B. The Village Council hereby authorizes a Bonus to the Village Manager in the amount of _____.

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

Section 4. Effective Date. That this Resolution shall become effective immediately upon the adoption hereof.

PASSED AND ADOPTED this 18th day of November, 2025.



Mayor Seth E. Salver

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

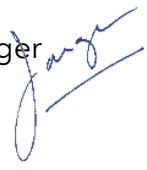
Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: November 18, 2025

SUBJECT: **Discussion Regarding Upcoming Meeting Dates**

BACKGROUND

Section 22 of the Village Charter requires that the Village Council meet at least once each month, with the exception of August. For several years, the Village Council has opted to meet on the third Tuesday of each month at 6:30 p.m.

Should it be the Council's pleasure to continue this practice, there is one scheduling conflict in 2026 to consider. I would request the council consider scheduling the October meeting to October 27th instead of the normal 3rd Tuesday (October 20th) as I would otherwise have a scheduling conflict that would make it difficult for me to attend.

Therefore, it is recommended that the Council meet on the following Tuesday, October 27, 2026.

As in prior years, **two meetings are required in September** for the adoption of the fiscal year budget. The **September 15** meeting will serve as both the regular Village Council meeting and the **Second Budget Hearing**, while the **First Budget Hearing** is tentatively scheduled for **September 8**, pending confirmation of the Miami-Dade County and Miami-Dade County Public Schools budget hearing dates.

CONCLUSION

The following 2026 meeting schedule is proposed for general discussion and consensus. A **Calendar of Potential Meeting Dates** is attached for reference.

Proposed 2026 Village Council Meeting Schedule

- January 20, 2026
- February 17, 2026
- February 26-27, 2026 – Council Retreat

- March 17, 2026
- April 21, 2026
- May 19, 2026
- June 16, 2026
- July 21, 2026
- (August Recess)
- September 8, 2026 - First Budget Hearing
- September 15, 2026 - Second Budget Hearing & Regular Village Council Meeting
- October 27, 2026
- November 17, 2026
- December 15, 2026

JANUARY

M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

M	T	W	T	F	S	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
	24	25	26	27	28	

MARCH

M	T	W	T	F	S	S
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23	24	25	26	27	28	29
30	31					

APRIL

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26	27	28	29	30		

MAY

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25	26	27	28	29	30	31

JUNE

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29	30					

JULY

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27	28	29	30	31		

AUGUST

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24	25	26	27	28	29	30
31						

SEPTEMBER

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27	28	29	30			

OCTOBER

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19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

M	T	W	T	F	S	S
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23	24	25	26	27	28	29
30						

DECEMBER

M	T	W	T	F	S	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY

1st • New Years Day
19th • Dr. Martin Luther King's Birthday

FEBRUARY

16th • Presidents Day
26th & 27th • Village Council Retreat

MARCH

2nd - 3rd • Purim

APRIL

1st - 9th • Passover

MAY

25th • Memorial Day
21st - 23rd • Shavuot

JUNE

19th • Juneteenth

JULY

4th • Independence Day - closed the 3rd

AUGUST

Council Recess

SEPTEMBER

7th • Labor Day
9th • First Budget Hearing
11th - 13th • Rosh Hashanah
20th - 21st • Yom Kippur

OCTOBER

September 25th - October 2nd • Sukkot
2nd - 4th • Shmini Atzeret/Simchat

NOVEMBER

11th • Veterans Day
26th & 27th • Thanksgiving

DECEMBER

4th - 12th • Chanukah
25th • Christmas Day

Proposed Village Council Meeting Dates

Council Retreat Dates

Tentative Second Budget Date

Holidays - Village Hall Open Dates

Weekend Dates

Village Hall Observed Holidays

Village Election Date

Village Induction Date

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: November 18, 2025

SUBJECT: **Discussion Regarding Status Update on Delineators in Biscayne Bay**

Please place an item on the November 18, 2025, Village Council Meeting Agenda for a discussion regarding a status update on delineators in Biscayne Bay.

BAL HARBOUR

- V I L L A G E -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: David Wolf, Vice Mayor

DATE: November 18, 2025

SUBJECT: **Discussion Regarding Owner's Request to Subdivide 44 Bal Bay Drive into Three Lots**

Please place an item on the November 18, 2025, Village Council Meeting Agenda for a discussion regarding the owner's request to subdivide 44 Bal Bay Drive into three lots.

BAL HARBOUR

- V I L L A G E -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk 

DATE: November 13, 2025

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
Carter McDowell	LK Hotel, LLC	01/01/25
Nicholas Noto	Carlton Terrace Owner	01/15/25
Thomas Robertson	LK Hotel, LLC	01/15/25
Caroline Travis	Bal Harbour Shops LLC	01/16/25
Ivor Nicholas Massey	Bal Harbour Shops LLC	01/16/25
Benjamin Elias	Bal Harbour Shops LLC	01/16/25
Ian DeMello	Mathew Whitman Lazenby	01/22/25
John Shubin	Mathew Whitman Lazenby	01/22/25
Eitan Zimmerman	Bal Harbour Civic Association, Inc.	02/24/25
Rita Collins	Bal Harbour Civic Association, Inc.	02/24/25
Neca Logan	Bal Harbour Civic Association, Inc.	02/24/25
Wesley Hevia	Richard & Robin Alman	10/20/25

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen *SLT*

DATE: November 11, 2025

RE: Monthly Report of Village Attorney for October 2025 Activities

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

Retainer Services

Within the fixed fee retainer in October 2025 (91), we completed our work for the October Council meeting agenda, attended the meeting, and began to review, advise, and prepare documents for agenda items for the November Council meeting and ARB meeting. We prepared for and attended October ARB meeting, weekly staff meetings and the monthly agenda review and after action meetings.

Specific additional matters included:

- We spent considerable time conferring and strategizing with staff concerning the *McDaniels* decision regarding possession of firearms and its application to sensitive locations (legislative chambers). We conferred with staff and attended to issues concerning agreement.
- We conferred with staff, prepared for and participated in meetings concerning the termination of staging easement following conclusion of lease of Fairfield property, and drafted notice letter to Bal Harbour Shops. We conferred with staff and drafted correspondence to Building Department regarding permit search on Shops property, and followed up re proration of taxes.
- We reviewed and analyzed Miami Beach Sewer Connection Fee Ordinance and conferred with staff regarding same matter.
- We reviewed and analyzed proposed SB 105 to understand potential local government liability for code enforcement and state preemption.
- We drafted correspondence regarding Village's legislative agenda.

- We conferred with staff and drafted correspondence regarding a Beach Haus inquiry. We conducted research concerning applicable law pertaining to RM-5 zoning and allowance of condominium conversion
- We conferred with staff and followed up on matters related to TRIM notices.
- We attended a meeting with staff and a property owner re a potential waiver of plat application.
- We attended a meeting with staff, consultants, and architects re Village Hall concepts and related Code matters.
- We conferred with staff and reviewed correspondence concerning a claim against Village for accident with police vehicle.

Additional Services

For the security and landscape assessment matter, we reviewed correspondence from and conferred with special counsel for BHCA re stormwater.

For the Dade County PBA Collective Bargaining matter, we reviewed and revised backpay settlement agreement; reviewed and analyzed longevity pay settlement; reviewed and responded to queries concerning pension service credit; reviewed and responded to correspondence regarding FMLA related issues; reviewed leave donation policy; and reviewed and responded to correspondence concerning sick leave article of police CBA.

For Zyscovich Architects matter, we reviewed and responded to multiple correspondence and communications concerning water intrusion issues, including review of water intrusion report; prepared and attended conference with clients regarding litigation status; and reviewed and analyzed correspondence with expert witness concerning damage calculation issues.

For Live Local Act matter, we briefed the client, prepared for meeting with mediator, conferred, and engaged in further analysis of issues concerning settlement; reviewed and analyzed latest term sheet and conferred with litigators; reviewed and analyzed new lawsuit; and conferred with client and litigation team to evaluate same.