

BAL HARBOUR

- VILLAGE -

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
January 20, 2026
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 - Recognition of Holocaust Remembrance Day

PA2 Recognition - Dr. Lewis Elias as Part of the Village's 80th Anniversary "Portraits of Bal Harbour"

CONSENT AGENDA

C6A - COUNCIL MINUTES

Approval of Minutes

[VillageCouncil-InductionCeremonyMinutes_November18_2024.pdf](#)

[Workshop Minutes_November18_2025.pdf](#)

[VillageCouncil-RegularCouncilMeetingMinutes_December9_2025.pdf](#)

C7 - CONSENT AGENDA RESOLUTIONS

C7A Resolution Authorizing Limited Display of Village Seal by Supervisor of Elections
A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF BAL HARBOUR, FLORIDA, AUTHORIZING THE LIMITED DISPLAY OF THE VILLAGE SEAL BY THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING CONDITIONS, RESTRICTIONS, AND REVOCABILITY OF SUCH AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Permission to Exhibit Village Seal ADA.pdf](#)

[Memorandum - Permission to Exhibit Village Seal ADA.pdf](#)
[Resolution - Permission to Exhibit Village Seal ADA.pdf](#)
[Attachment - Bal Harbour, FL Code of Ordinances ADA.pdf](#)
[Attachment - Chapter 165 Section 043 - 2025 Florida Statutes ADA.pdf](#)

C7B Resolution Approving Agreement with Springbrook for Finance Software
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH SPRINGBROOK HOLDING COMPANY, LLC TO PROVIDE, INSTALL AND SUPPORT FINANCE SOFTWARE; APPROPRIATING IMPLEMENTATION COSTS FOR THE CLOUD BASED FINANCIAL SOFTWARE IN THE AMOUNT OF \$21,300.00; APPROVING AN ANNUAL SUBSCRIPTION COST OF \$19,655.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Finance Software Springbook ADA.pdf](#)
[Memorandum - Finance Software Springbook ADA.pdf](#)
[Resolution - Finance Software Springbrook ADA.pdf](#)
[Attachment - Springbrook - Implementation and Subscription Agreement ADA.pdf](#)
[Attachment - Springbrook - Implementation and Subscription Addendum ADA.pdf](#)
[Attachment - Springbook - AI AP Invoicing Addon w Waiver ADA.pdf](#)

R5 - ORDINANCES

R5A Ordinance Establishing Procedures for Certified Recovery Residences in Accordance with State Law
AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING," ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS," OF THE BAL HARBOUR VILLAGE CODE OF ORDINANCES TO CREATE SECTION 21-367 TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF, AND REASONABLE ACCOMMODATION FOR, CERTIFIED RECOVERY RESIDENCES OR OTHER FEDERALLY PROTECTED RESIDENCES IN ACCORDANCE WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Certified Recovery Residences Compliance Ordinance ADA.pdf](#)
[Memorandum - Certified Recovery Residences Compliance Ordinance ADA.pdf](#)
[Ordinance - Certified Recovery Residences Compliance Ordinance ADA.pdf](#)
[Attachment - SB954.2025 ADA.pdf](#)
[Business Impact Statement - Certified Recovery Residences Compliance Ordinance ADA.pdf](#)

R7 - RESOLUTIONS

R7A Resolution Approving Agreement for Beach Cleaning and Raking Services
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH BEACH RAKER, LLC., FOR THE PROVISION OF BEACH CLEANING AND ASSOCIATED SERVICES AT AN ANNUAL COST NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Beach Cleaning and Raking Services ADA.pdf](#)
[Memorandum - Beach Cleaning and Raking Services ADA.pdf](#)
[Resolution - Beach Cleaning and Raking Services ADA.pdf](#)
[Attachment - Beach Cleaning Proposal 2026 ADA.pdf](#)
[Attachment - Beach Raker Professional Services Agreement 2026 ADA.pdf](#)

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion - Status Update: New Village Hall - Village Manager Jorge M. Gonzalez

[Status Update New Village Hall - Village Manager Jorge M. Gonzalez ADA.pdf](#)
[New Village Hall Presentation.pdf](#)

R9B Discussion - Creation of Scooter and E-Bike Dismount Zone on East Collins - Mayor Seth. E Salver

[Scooter And E-bike Dismount Zone - Mayor Seth. E Salver ADA.pdf](#)

R9C Discussion - Prohibiting Electric Motor Vehicles on Beach Path - Vice Mayor David Wolf

[Prohibiting Electric Motor Vehicles on Beach Path - Vice Mayor David Wolf ADA.pdf](#)

R9D Discussion - Cars Loitering - Councilman Buzzy Sklar

[Cars Loitering - Councilman Buzzy Sklar ADA.pdf](#)

R9E PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

[R11A1 Lobbyist Registration Report as of January14 2026.pdf](#)

R12 - VILLAGE ATTORNEY REPORT

R12A Attorney Report

[Monthly Attorney Report November and December 2025 ADA.pdf](#)

END OF REGULAR AGENDA

ADJOURNMENT

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

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

All persons who need assistance or special accommodations to participate in virtual meetings please contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations

to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. All Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.

BAL HARBOUR

- VILLAGE -

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

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

Bal Harbour Village Council

Induction Ceremony Minutes
Tuesday, November 18, 2025
At 5:00 PM

Bal Harbour Waterfront Park Community Center • 18 Bal Bay Drive • Bal Harbour • Florida 33154

1 WELCOME / PRESENTATION OF COLORS / PLEDGE OF ALLEGIANCE

Mr. Gonzalez welcomed residents, dignitaries, residents and guests. The Bal Harbour Village Police Honor Guard presented the colors, after which Mr. Gonzalez led the Pledge of Allegiance.

2 INVOCATION

Rabbi Zalman Lipskar offered a prayer, acknowledging the Mayor-elect Seth Salver and Vice Mayor-elect David Wolf, connecting their public service to the ancient tradition of communal responsibility. He said that public service is not simply a position but a calling, one that demands humility and a commitment to uplift every member of the community. He prayed for wisdom, clarity, and strength for the Village's leaders, concluding with a blessing for Bal Harbour and all those present.

Mr. Gonzalez recognized officials and dignitaries in attendance, including Miami-Dade County Property Appraiser Tomas Regalado, Miami-Dade Commissioner Micky Steinberg; Bal Harbour Mayor Jeffrey Freimark; Councilmembers Alejandro Levy and Buzzy Sklar; former mayor Martin Packer; former vice mayor Joanie Blanchard; former Vice Mayor Patricia Cohen; former Surfside Mayor Shlomo Danzinger; and Bay Harbor Islands officials including Mayor Isaac Salver, Council Member Molly Diallo, Council Member Eric Rappaport, and Steve Alvarez.

3 OATH OF OFFICE - MAYOR

Mr. Gonzalez then invited Mayor Isaac Salver of Bay Harbor Islands to administer the oath of office to his son. Mayor Isaac Salver presented Mayor-Elect Seth Salver with the Key to Bay Harbor Islands, encourage him to lead with humility and courage. He then administered the Oath of Office.

Mayor Seth Salver expressed his gratitude for being sworn in by his father and noted the historic nature of the moment: they are the first father-son pair in Florida, and only the second in the United States, to serve as mayors of their respective towns at the same time.

He thanked his wife Perla, his children Anna, Rebecca, David, and Yael, his parents Isaac and Bahi, his siblings, and his in-laws Solomon and Betty. He reflected on the legacy of the late Rabbi Sholom D. Lipskar, acknowledging the impact of his leadership on the community. He described his vision for the community, affirming his commitment to public safety, quality of life, strong infrastructure, and meaningful community engagement.

4 OATH OF OFFICE - VICE MAYOR

Manager Gonzalez invited Vice Mayor-Elect David Wolf to take the Oath of Office as Vice Mayor administered by the Village Clerk.

Vice Mayor Wolf thanked Mayor Freimark for his leadership over the past three years, congratulated Mayor Salver on his new role, and expressed appreciation to his fellow Council members for their trust.

He acknowledged Village Manager Gonzalez, the administrative staff, and the Bal Harbour Police Department for the professionalism that makes the Council's work possible. He expressed his gratitude to his wife Natalie and their five children for their constant support and grounding presence. He affirmed his dedication to serving the residents of Bal Harbour and his commitment to preserving the integrity, excellence, and sense of community that define the village.

10 CLOSING REMARKS

Mr. Gonzalez thanked all attendees for joining the ceremony. He encouraged everyone to enjoy the rest of the evening's celebration as the induction ceremony concluded at 6:00 PM.

Mayor Seth E. Salver



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

Mayor Seth E. Salver
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

Workshop Minutes
November 18, 2025
At 6:00 PM

Bal Harbour Waterfront Park Community Center • 18 Bal Bay Drive • Bal Harbour • Florida 33154

1. CALL TO ORDER/ROLL CALL - Mayor Salver began the workshop at 6:10 PM.

The following were present:

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

Also present:

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

Mayor Salver began by saying that Mr. Gonzalez had done an extraordinary job the last year and recommended that a fair bonus would be \$90,000.

There was a general consensus from the Council that a \$90,000 bonus would be fair.

The workshop was adjourned at 6:31PM.

Mayor Seth E. Salver



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

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 Minutes
December 9, 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 Salver called the meeting to order at 6:35 P.M.

The following were present:

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

Also present:

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

The Pledge of Allegiance was led by Mayor Salver.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

PA1 Recognition - Daniel M. Gold for Service on the Police Pension Board

Mr. Inguanzo introduced the item noting that Mr. Gold had served over 16 years on the Police Officers' Retirement Board. Mayor Salver presented a Certificate of Appreciation recognizing Mr. Gold's service, dedication, and support of police officers.

PA2 Presentation - Bal Harbour Shops Harding Avenue Realignment Project Update by Nik Massey

Nik Massey, Whitman Family Development, congratulated Mayor Salver and Vice Mayor Wolf, and acknowledged Councilman Freemark for his service as Mayor. He explained that the team was presenting the Phase Two of the maintenance of traffic and Harding-Collins realignment project. He said Phase One was nearing completion with an anticipated January finish, that Phase Two had been approved by FDOT.

Councilman Sklar asked how the project would recover five weeks of lost time due to a pipe issue, to which Mr. Massey responded he did not know yet and said contingency and float time in the schedule would determine whether the delay could be absorbed.

Mathew Moo-Young, Lead Project Manager, Whiting-Turner, gave an overview of the current project status, explaining which areas of the west side were completed, which portions remained for later phases, adding that work was ongoing at the north end. Jacob A'Hern, Project Manager, Whiting-Turner, described the median work planned for Phase Two, including drainage installation, required lane closures per FDOT specifications, sequential work areas, median realignment, hardscape, replanting, removal of a U-turn, and eventual work on the east side. He said that the total duration would be approximately 100 working days and that new traffic signals would be activated before existing ones were removed.

Mr. Moo-Young said Phase Two was expected to begin mid to late January 2026. Mayor Salver asked about lane reopening timelines and whether lanes might reopen before other lanes were closed. Mr. Moo-Young said that traffic lanes had partially reopened and that the area should be fully open by the end of December. Mayor Salver noted that a lane was still closed that morning, to which Javar Pascoe, Superintendent, Whiting-Turner, said that the currently closed lane was expected to reopen by the end of the following week and that the goal was to have all permanent daytime closures removed before Christmas. He said that during Phase Two, full daytime lanes would be open, with temporary nighttime closures.

Vice Mayor Wolf asked whether the west side would be reduced to one lane, to which Mr. Pascoe said there would be two lanes open in each direction during Phase Two, except for short nighttime pavement operation. Councilman Sklar asked whether the northern west-side area near the shop entrance would reopen. Mr. Pascoe and Mr. Moo-Young confirmed it would reopen with a drivable surface, noting a final pavement layer would be added at the end of the project.

Mayor Salver asked why daytime closures were occurring when nighttime work had been intended. Mr. Massey said that FDOT requirements related to deep drainage work necessitated clearances that resulted in longer daytime closures. He said that the scope expanded due to noncompliant roadway conditions, and that heavy equipment made daytime work disruptive. He said lighter work had been and would continue to be done during the day when safer. He offered to meet individually with Council members and said that he had received minimal public complaints.

PA3 Presentation - Recreation, Arts & Culture Update

Mr. Inguanzo introduced the item. Sylvia Flores, Director of Recreation, Arts, and Culture. Ms. Flores presented an overview of the all-access card program for the Waterfront Park reporting 2,655 registered residents and noting limitations of card-based usage data. She reviewed recreation program participation, schedule and pricing adjustments, and a 95 percent increase in fall registrations compared to the prior year. Ms. Flores highlighted new programs for toddlers, youth, and adults, including arts, fitness, sports, and STEM offerings, and discussed a partnership with Friendship Circle for neuro-inclusive adult programming and student volunteer opportunities. Ms. Flores also reviewed facility rentals, events, communications efforts, and upcoming initiatives, and thanked Council before opening the floor for questions.

Councilman Sklar commended the programming and requested future financial data on revenues and costs.

Mayor Salver thanked Ms. Flores and inquired about access card revalidation, to which Ms. Flores explained cards are valid for two years, require updated proof of residency for renewal, and noted coordination with Oceana to integrate access systems.

PA4 Presentation - Tourism & Resort Tax Update

Mr. Inguanzo introduced the Tourism presentation reporting a record year exceeding six million dollars in collections, with multiple record-high months. He reviewed hospitality metrics including revenue per available room, average daily rates, and occupancy, noting Bal Harbor's strong performance relative to other regions.

He discussed strategic plan initiatives, partnerships, international market expansion, data analytics, and event facilitation, and introduced Greg Moal, Stepmiles, to review digital marketing metrics. Mr. Moal summarized website growth, social media engagement increases, advertising impressions, and campaign performance, noting significant year-over-year gains.

Mr. Inguanzo outlined upcoming opportunities tied to major sporting events, the Village's 80th anniversary, and international outreach.

Councilman Sklar asked how marketing targets were determined, to which Paola Busch, Marketing Tourism, explained targeting was based on hotel feedback, Google analytics, website data, and geographic performance, including domestic and international markets.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Bal Harbour Village Council Meeting Minutes - November 18, 2025

C7 - RESOLUTIONS

C7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AMENDMENT TO AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND BLUE DIGITAL CORPORATION TO SCAN AND DIGITIZE BUILDING DEPARTMENT DOCUMENTS IN AN AMOUNT NOT TO EXCEED, ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE EXISTING AGREEMENT WITH BROAD CONSULTING FOR THE PURPOSE OF PROVIDING CREATIVE DESIGN AND ART DIRECTION SERVICES; INCREASING THE CONTRACT AMOUNT BY TWELVE THOUSAND DOLLARS (\$12,000) TO SUPPORT EXPANDED 2026 COMMUNICATIONS AND EVENT INITIATIVES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE BOARD-SELECTED MEMBER OF THE BAL HARBOUR POLICE OFFICERS' RETIREMENT BOARD AND APPOINT TODD DAGRES AS A MINISTERIAL ACT; PROVIDING FOR AN EFFECTIVE DATE.

MOTION: A Motion to approve the Consent Agenda was moved by by Councilman Jeffrey P. Freimark and seconded Councilman Buzzy Sklar.

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

R5 - ORDINANCES - (There are no ordinances for consideration.)

R7 - RESOLUTIONS

R7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE A GILLETTE GENERATOR POWERED BY A JOHN DEERE DIESEL ENGINE FOR SANITARY SEWER PUMP STATION NUMBER ONE (PS-1) LOCATED AT 184 BAL BAY DRIVE FROM MTS POWER PRODUCTS, IN THE AMOUNT OF \$81,400, SUBJECT TO ANNUAL BUDGET ALLOCATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item saying that the existing generator at Pump Station One was no longer operable and currently out of service, creating a reliability risk for the sanitary sewer system. He stated that the Village was temporarily relying on a rented generator to maintain operations and that approval of the resolution would allow the Village to replace the rented unit with a permanent generator.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Councilman Jeffrey P. Freimark.

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

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO ENTER INTO AN AGREEMENT WITH GERHOLD ELECTRIC INC. FOR THE INSTALLATION OF DEDICATED ELECTRICAL SERVICE AT THREE GATED COMMUNITY ACCESS POINTS; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF FIFTY-FIVE THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS (\$55,685), PLUS A FIFTEEN PERCENT (15%) CONTINGENCY FOR UNFORESEEN CONDITIONS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF SIXTY-FOUR THOUSAND THIRTY-EIGHT DOLLARS (\$64,038); AUTHORIZING THE VILLAGE MANAGER TO REIMBURSE THE BAL HARBOUR CIVIC ASSOCIATION FOR COSTS INCURRED IN CONNECTION WITH SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item saying that the resolution supported improvements to electrical reliability at the north pedestrian gate, the Bal Cross Drive pedestrian gate, and the 96th Street gate. He stated that the current configuration powered perimeter cameras through a shared connection from the Guard Gate, meaning a single outage could disable multiple security systems. He said that the proposed work would provide independent power sources at each access point, improving redundancy and ensuring cameras remained operational during localized outages. He noted the project met the eligibility criteria of the Security and Landscape Assessment Fund and was supported by staff as a public safety enhancement.

There were no comments from the public.

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

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

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH PURPLE PUBLIC RELATIONS FOR COMMUNICATIONS, BRANDING, AND PUBLIC RELATIONS SERVICES IN SUPPORT OF THE VILLAGE'S 2026 MILESTONE YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item saying that \$50,000 had been allocated in the Resort Tax budget for special opportunities related to 2026, including the Village's 80th anniversary and major regional and international events.

He described the competitive process, noting that four firms had submitted proposals and that the Resort Tax Committee served as the evaluation committee. He said that each firm presented on November 17, and the committee unanimously recommended Purple Public Relations. He added that Purple's experience with large-scale activations, international markets, and milestone campaigns distinguished them, particularly given their presence in key markets such as London, New York, and Los Angeles.

Mr. Inguanzo explained that the focus would include tangible activations, event-driven promotion, and strategic planning tied to measurable opportunities such as FIFA-related activity and anniversary programming.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Councilman Jeffrey P. Freimark.

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

R7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AND AUTHORIZING THE ACQUISITION OF MOTOROLA APX NEXT PORTABLE RADIOS AND RELATED EQUIPMENT FOR THE BAL HARBOUR POLICE DEPARTMENT THROUGH A LEASE PURCHASE FINANCING AGREEMENT WITH MOTOROLA CREDIT CORPORATION, WITH A FINANCED EQUIPMENT COST OF \$80,351 ANNUALLY OVER A PERIOD OF FIVE YEARS AND AN ANNUAL SUBSCRIPTION AND WARRANTY COST OF \$24,932 ANNUALLY OVER A PERIOD OF SIX YEARS, PURSUANT TO SOURCEWELL CONTRACT NO. 042021-MOT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED FINANCING AND CONTRACT DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Inguanzo introduced the item. Deputy Police Chief Mauricio Escarra said that the new radios would allow communication not only via traditional radio but also through Wi-Fi and

LTE, improving coverage in buildings with poor signal. He said that the system would enhance officer safety by enabling real-time location tracking, secure messaging, image transmission such as missing person photos, and interoperability with all regional agencies. He noted the radios were multi-band, allowing use for marine patrol and Jetty operations, and that the purchase included 35 units with spares, accessories, and a seven-year warranty with accidental damage replacement.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman Jeffrey P. Freimark and seconded by Councilman Buzzy Sklar.

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

R7E A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; SETTING COUNCIL MEETING DATES FOR THE 2026 CALENDAR YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Salver led a month-by-month discussion, with Council members raising travel conflicts, staff preparation timelines, and the possibility of virtual participation. There was a general consensus from the Council to move the July meeting to July 13 and October meeting to October 28, with the recognition that the September dates were tentative, subject to Miami-Dade County and School Board calendars.

There were no comments from the public.

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

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

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A PUBLIC COMMENT There were no additional comments from the public.

R10 - VILLAGE MANAGER REPORT

R11A VILLAGE CLERK REPORT

Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

END OF REGULAR AGENDA

ADJOURNMENT- The meeting was adjourned at 8:00 PM.

Mayor Seth E. Salver



Attest:

Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF BAL HARBOUR, FLORIDA, AUTHORIZING THE LIMITED DISPLAY OF THE VILLAGE SEAL BY THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING CONDITIONS, RESTRICTIONS, AND REVOCABILITY OF SUCH AUTHORIZATION.

Issue:

This Resolution authorizes limited display of the Village Seal by the Miami-Dade County Supervisor of Elections

The Bal Harbour Experience:

<input type="checkbox"/> Beautiful Environment	<input type="checkbox"/> Safety	<input type="checkbox"/> Modernized Public Facilities/Infrastructure
<input type="checkbox"/> Destination & Amenities	<input type="checkbox"/> Unique & Elegant	<input type="checkbox"/> Resiliency & Sustainable Community
<input checked="" type="checkbox"/> Other: <u>This item is a ministerial action.</u>		

Item Summary / Recommendation:

This item considers a Resolution authorizing the Miami-Dade County Supervisor of Elections to display the Village of Bal Harbour's official Seal on a limited basis. The Village Seal is an official symbol of municipal authority, and its use is restricted under the Village Code and Florida law unless expressly authorized by the Village Council.

The proposed Resolution permits the display of the Village Seal as a matter of intergovernmental courtesy and includes written conditions to ensure the Seal is not used in a manner that could imply endorsement, authority, or political affiliation. Approval of this item establishes a clear, legally compliant framework for the limited display of the Village Seal while protecting the integrity of the Village's official symbols.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

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

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: January 20, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF BAL HARBOUR, FLORIDA, AUTHORIZING THE LIMITED DISPLAY OF THE VILLAGE SEAL BY THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING CONDITIONS, RESTRICTIONS, AND REVOCABILITY OF SUCH AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution authorizing the limited, conditional display of the Village Seal by the Miami-Dade County Supervisor of Elections.

BACKGROUND

The Miami-Dade County Supervisor of Elections requested permission to display the Village of Bal Harbour's official seal within the Supervisor's office. The Village Seal is an official symbol of municipal authority, and its use and display are regulated by Section 2-5 of the Village Code and Section 165.043, Florida Statutes, which require express written authorization of the Village Council or its designee.

ANALYSIS

The Village Attorney advised that the Village Council may authorize the display of the Village Seal by an elected County official, provided such authorization is express, written, and appropriately conditioned. Counsel further advised that the Village is permitted to impose reasonable limitations on use, placement, reproduction, and revocability, and that such conditions should be clearly documented to protect the integrity of the Village's official symbols.

The proposed Resolution authorizes the display of the Village Seal solely as a matter of intergovernmental courtesy and imposes the following key controls:

- Limits use to interior, non-political, display-only purposes;
- Requires separation from photographs or likenesses of elected officials to avoid any implication of endorsement or authority;
- Prohibits reproduction, digitization, photography for promotional purposes, or campaign-related use;
- Prohibits transfer or use by any other office or entity; and
- Expressly provides that the authorization is revocable at any time.

These conditions are intended to ensure consistency with Village Code and State law while preserving appropriate intergovernmental relationships.

THE BAL HARBOUR EXPERIENCE

This item is a ministerial action required by Bal Harbour Village Code and Florida State Statute.

CONCLUSION

Approval of the proposed Resolution provides a clear, legally compliant framework governing the limited display of the Village Seal, protects the Village from unintended endorsement or misuse, and establishes a consistent standard for similar requests in the future.

Attachments:

1. Section 2-5 of the Village Code.
2. 165.043, Florida Statutes

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF BAL HARBOUR, FLORIDA, AUTHORIZING THE LIMITED DISPLAY OF THE VILLAGE SEAL BY THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING CONDITIONS, RESTRICTIONS, AND REVOCABILITY OF SUCH AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Village Council of the Village of Bal Harbour ("Village") has adopted an official Village Seal pursuant to Section 2-5 of the Village Code and Section 165.043, Florida Statutes; and

WHEREAS, The Village Seal is an official symbol of municipal authority, and its use, display, or reproduction is restricted absent express written authorization of the Village Council or its designee; and

WHEREAS, The Miami-Dade County Supervisor of Elections ("Supervisor") has requested permission to display the Village Seal within the Supervisor's office; and

WHEREAS, The Village Council desires to permit such display as a matter of intergovernmental courtesy, while ensuring that the Village Seal is not used or displayed in any manner that could reasonably be interpreted as an endorsement, affiliation, or indication of authority; and

WHEREAS, The Village Council finds it necessary and appropriate to impose clear conditions and limitations on any authorization granted for the use or display of the Village Seal.

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

Section 1. Authorization. The Village Council hereby grants express written authorization to the Miami-Dade County Supervisor of Elections to display the Village Seal solely for interior, non-political, display-only purposes, subject to the conditions set forth in this Resolution.

Section 2. Conditions and Restrictions. Authorization to display the Village Seal is expressly subject to the following conditions:

a. Display Location. The Village Seal may be displayed only within the public lobby or interior office space of the Supervisor of Elections and shall be positioned and displayed in a manner that does not imply hierarchy, authority, endorsement, or affiliation.

b. No Political or Campaign Use. The Village Seal shall not be used, displayed, reproduced, photographed, or depicted in any campaign materials, political messaging, endorsements, advertisements, social media, press releases, or other promotional content.

c. No Reproduction or Distribution. The Village Seal may not be reproduced, digitized, copied, scanned, altered, or distributed in any form. No digital files of the Village Seal are authorized to be created or retained by the Supervisor.

d. No Transfer. This authorization is personal to the Miami-Dade County Supervisor of Elections and shall not be transferred, assigned, or extended to any other office, individual, or location.

Section 3. Revocation. This authorization is revocable at any time, with or without cause, upon written notice from the Village Manager, Village Clerk, or Village Council, and the Village Seal shall be promptly removed upon such notice.

Section 4. No Endorsement. Nothing in this Resolution shall be construed as an endorsement by the Village of Bal Harbour of any elected official, candidate, office, or governmental entity.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 20th day of January 2026.



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.

Sec. 1-2. - Rules of construction and definitions.

The following words, terms and phrases, when used in this Code, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code shall mean the Code of Bal Harbour Village, Florida.

Computation of time. Whenever a notice is required to be given or an act to be done a certain length of time before any proceeding shall be had, the day on which such notice is given or such act is done shall not be counted in computing the time, but the day on which such proceeding is to be had shall be counted. If the last day is a Saturday, Sunday or legal holiday, such period shall continue until the next day which is not a Saturday, Sunday or legal holiday.

County shall mean Metropolitan Dade County, Florida.

County Code shall mean the Code of Metropolitan Dade County.

Delegation of authority. Whenever a provision appears requiring the head of a department or some other Village officer or employee to do some act or perform some duty, it shall be construed to authorize the head of the department or other officer or employee to designate, delegate and authorize subordinates to perform the required act or perform the duty, unless the terms of the provision or section specify otherwise.

Gender. A word importing the masculine or feminine gender only shall extend and be applied to males and females, and to firms, partnerships and corporations.

Joint authority. All words giving a joint authority to three or more Persons or officers shall be construed as giving such authority to a majority of such Persons or officers.

Keeper and *Proprietor* shall mean and include Persons, firms, associations, corporations, clubs and copartnerships, whether acting by themselves or by a servant, agent or employee.

Manager shall refer to the Village Manager of Bal Harbour Village.

Mayor shall be construed to mean the Mayor of Bal Harbour Village.

Nontechnical and technical words. Words and phrases shall be construed according to the common and approved usage of the language; but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.

Number. A word importing the singular number only may extend and be applied to several Persons and things as well as to one Person and thing.

Oath shall be construed to include an affirmation in all cases in which, by law, an affirmation may be substituted for an Oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

Officers, boards, commissions, committees, departments, etc. Whenever any officer, board, commission, committee, department or other agency is referred to by title, such reference shall be construed as if followed by the words "of Bal Harbour Village," unless indicated to the contrary.

Owner, as applied to a building or land, shall include any part owner, joint owner, tenant in common, tenant in partnership, joint tenant or tenant by the entirety of the whole or of a part of such building or land.

Person shall extend and be applied to associations, clubs, societies, firms, partnerships and bodies politic and corporate as well as to individuals.

Personal Property includes every species of Property except real property.

Property shall include real property, Personal Property and mixed property.

Public Place shall mean any place subject to the primary control of any public agency, including but not limited to any park, Street, public way, cemetery, or open space adjacent thereto, and any lake or stream.

Sidewalk shall mean any portion of a Street between the curbline and the adjacent property line intended for the use of pedestrians, excluding parkways.

Signature or Subscription includes a mark when the Person cannot write.

State shall be construed to mean the State of Florida.

Street shall include avenues, boulevards, roads, alleys, lanes, viaducts and all other public ways in the Village.

Tenant or Occupant, applied to a building or land, shall include any Person holding a written or oral lease of or who occupies the whole or a part of such building or land, either alone or with others.

Tense. Words used in the past or present tense include the future as well as the past and present.

Village shall mean Bal Harbour Village, Florida.

Village Clerk shall be construed to mean the Village Clerk of Bal Harbour Village.

Village Council or Council shall be construed to mean the Council of Bal Harbour Village.

Written or in Writing shall include any representation of words, letters or figures, whether by printing or otherwise.

(Code 1974, § 1-2)

State Law reference— Definitions of terms, F.S. § 1.01.

Sec. 2-5. - Village seal.

(1) *Definitions.* As used in this section, the official seal of the Village shall mean the following identifying symbol:



Village Seal

(2) *Execution and acknowledgement of written instruments.* The seal of the Village shall be at all times in the custody of the Village Clerk, and whenever it shall be necessary for the Village, under the authority of its Village Council, its Charter, or its Code and the general laws of the state, to execute contracts, deeds, or other documents on behalf of the Village, the official seal of the Village shall be affixed by the Village Clerk to such contract, deed, or other document.

(3) *Prohibition.* It shall be unlawful and a violation of this article for any person to print for the purpose of sale or distribution, or circulate, manufacture, publish, use, display, or offer for sale any letters, papers, documents, or items of merchandise which simulate the official seal of the Village or the stationery of a real or fictitious agency, department, or instrumentality of the Village without the expressed written authority of the Village council or its designee. The unauthorized use shall be punishable as provided in F.S. §§ 775.082 and 775.083.

(4) *Exceptions.* This article shall not be applicable to the Village, its agencies, departments, instrumentalities, quasi-judicial and advisory bodies, acting within the scope of their official capacities.

(Ord. No. 610, § 2, 10-16-18)

The Florida Senate

2025 Florida Statutes

Title XII MUNICIPALITIES	Chapter 165 FORMATION OF LOCAL GOVERNMENTS Entire Chapter	SECTION 043 Official county or municipal seal.
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165.043 Official county or municipal seal.— The governing body of a county or municipality may, by ordinance, designate an official county or municipal seal. The manufacture, use, display, or other employment of any facsimile or reproduction of the county or municipal seal, except by county or municipal officials or employees in the performance of their official duties, without the express approval of the governing body is a second degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

History.—s. 1, ch. 91-59.

Disclaimer: The information on this system is unverified. The journals or printed bills of the respective chambers should be consulted for official purposes.

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BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND SPRINGBROOK TO PROVIDE, INSTALL AND SUPPORT FINANCE SOFTWARE; APPROPRIATING \$21,300 IMPLEMENTATION COSTS FOR THE CLOUD BASED FINANCIAL SOFTWARE; AND AN ANNUAL SUBSCRIPTION COST OF \$19,655.

Issue:

Should the Village Council approve an agreement with Springbrook to provide, install and support the Community Development Land Management Software?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village's current financial software is hosted on an aging, in-house server that has exceeded its useful life and is showing signs of potential failure. Continued reliance on this system exposes the finance department to operational risk, potential service disruption, and unplanned emergency costs.

Replacing the existing server would require significant capital investment for hardware, installation, and ongoing maintenance. This approach is not cost-effective or strategically sound, as the financial software market has largely transitioned away from on-premise systems in favor of secure, cloud-based subscription platforms.

Village staff recommends entering into an agreement with Springbrook to implement a cloud-based financial software solution. This includes a one-time implementation cost of \$21,300 and an annual recurring subscription cost of \$19,655, which reflects discounted pricing successfully negotiated by staff.

Approval of this agreement will modernize the Village's financial systems, reduce infrastructure risk, and enhance the efficiency, reliability, and transparency of financial operations. The cloud-based solution will improve internal workflows, strengthen reporting capabilities, and provide a more responsive and user-friendly experience for residents, vendors, and other stakeholders.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$19,655.00	Software - Various Funds/Departments	01-16-504691 01-24-504691 10-52-504691
	\$21,300.00	Professional Services - Various Funds/Departments	01-13-503105 01-24-503105 10-52-503105

Sign off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: January 20, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND SPRINGBROOK TO PROVIDE, INSTALL AND SUPPORT FINANCE SOFTWARE; APPROPRIATING \$21,300.00 IMPLEMENTATION COSTS FOR THE CLOUD BASED FINANCIAL SOFTWARE; AND AN ANNUAL SUBSCRIPTION COST OF \$19,655.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Springbrook is a financial management software platform designed specifically for government fund accounting and public sector operations. The system is currently utilized by Bal Harbour Village Finance Team to support core financial functions, including accounts payable, general ledger, utility billing, accounts receivable, and budgeting. The software was initially implemented in FYE 2010; and upgraded in FYE 2016 as an on-premises solution supported by a dedicated server, consistent with industry standards at that time.

As outlined in the FYE 2026 Budget Book, the Finance Department has been engaged in multiple process and system improvement initiatives for several years. To continue advancing these efforts and to take advantage of modern, next-generation financial management technologies, staff determined that a review of the Village's financial system was warranted. Accordingly, the Finance Department initiated a comprehensive review of its financial system. This discovery and evaluation phase began in FYE 2025 and continued into early FYE 2026, and included in-depth system demonstrations, evaluations of emerging and transformative technologies, and participation in recent Springbrook training sessions. These efforts were undertaken with the original intent of submitting a formal budget request to replace or upgrade the financial system as part of the FYE 2027 budget process.

As you may recall, the Village was awarded a \$100,000 Urban Areas Security Initiative (UASI) grant to support a Emergency Operations Center (EOC) Failover Project, including the purchase of new servers for the EOC and the replacement of other Village servers housed at Police Headquarters. As part of this project, the Information Technology

Department successfully migrated all applicable Village systems and data to the new infrastructure. However, the Springbrook financial software could not be included in this transition, as the current on-premises version is not compatible with the new hardware environment. Migrating the system to a new server would therefore require an upgrade of the existing on-premises software.

At this time, the Finance Department server is the final legacy server within the Village's network environment and has exceeded its anticipated useful life. Routine system monitoring by the IT Department has identified escalating performance concerns, indicating that continued reliance on the current infrastructure presents increasing operational risk. Aging, on-premises technology significantly limits system resiliency, cybersecurity readiness, and disaster recovery capabilities, and reduces the Village's ability to ensure consistent and reliable financial operations. Accordingly, moving forward with a replacement of the Village's financial management system is necessary to safeguard critical financial functions, reduce exposure to technology-related risk, and support long-term system stability.

ANALYSIS

Consistent with broader market trends, the governmental financial software industry has largely transitioned away from on-premises systems in favor of cloud-based subscription platforms. In response.

Cloud-based financial systems provide a more flexible, resilient, and sustainable solution for supporting the Village's financial operations. In addition to lower upfront costs and reduced dependence on physical server infrastructure, cloud platforms offer built-in redundancy, high system availability, and geographically distributed data centers that significantly enhance disaster recovery capabilities and minimize the risk of service disruption. Cloud-based solutions also ensure the Village is consistently operating on the most current version of the software, with automatic updates that deliver timely access to new functionality, performance improvements, security enhancements, and regulatory updates. These platforms further incorporate robust, enterprise-level cybersecurity protections—including encryption, continuous monitoring, and vendor-managed security updates—designed to proactively address evolving threats and strengthen the overall security posture of the Village's financial systems.

Further, cloud platforms can support seamless integration with other enterprise systems, payment portals, and emerging technologies, allowing the Village to respond more effectively to changing operational needs and service expectations. The ability to scale resources as needed and deploy system enhancements without disruption positions the Village to operate more efficiently, proactively manage risk, and sustain modern, reliable financial operations over the long term.

The Village currently incurs approximately \$7,200 annually in software annual subscription costs for the existing (on premises) version of Springbrook system.

Staff recommends entering into an agreement with Springbrook to implement a cloud-based financial software solution. Staff obtained proposals from leading governmental financial software providers. Springbrook proposed an annual subscription cost of \$19,655.00 (Reflects discounted pricing negotiated by staff, with an annual CPI-based adjustment capped at 5%, and the full transfer of all historical data) with a one-time implementation fee of \$21,300.00 and an estimated six-month implementation timeline. Comparable platforms, such as Munis, would require significantly higher annual costs—ranging from \$50,000.00 to \$75,000.00—along with implementation costs of approximately \$100,000.00 and timelines extending up to one year following contract execution.

Vendor	Annual Software Subscription Quote	Implementation Cost	Estimated Implementation Timeline	Historical Data Integration
Springbrook	\$ 19,655.00	\$ 21,300.00	6 months	Full transfer of all Springbrook History/Data
Munis	\$50,000.00 to 75,000.00	\$ 100,000.00	Up to a year - once contracted.	Limited - transfer of all Springbrook History/Data

Based on cost, implementation timeframe, system functionality, and risk mitigation considerations, staff recommends proceeding with Springbrook's cloud-based solution as the most strategic and fiscally responsible option for the Village at this time. Approval of this item will modernize the Village's financial infrastructure, reduce exposure to operational and cybersecurity risks, align financial operations with current technology standards, and ensure the continued reliability and continuity of critical financial functions.

In addition, as part of this implementation, the Finance Department is evaluating the addition of Springbrook's Automated Invoice Processing module for Accounts Payable, at an annual subscription cost of \$5,025, which Springbrook has agreed to waive the first two (2) years of the annual subscription cost. This tool would allow AP invoices to be uploaded and automatically read using an AI document reader, which extracts key information such as vendor, invoice number, amount, and date, and creates a complete invoice record. The system also associates invoices with the correct vendor records, reducing manual lookup and data entry. Once the appropriate GL account is selected, the tool manages the remaining processing steps, including securely attaching scanned invoices to the transaction record. This addition is being explored as a way to improve efficiency, reduce

manual processing risk, and support consistent documentation as invoice volumes grow, while maintaining existing approval and accounting controls.

We remain in active negotiations with Springbrook regarding implementation costs and subscription terms, with the objective of achieving further cost savings.

THE BAL HARBOUR EXPERIENCE

Creating a secure and well-controlled financial environment remains a top priority. Our efforts continue to focus on safeguarding fiscal integrity, with an emphasis on strengthening financial oversight, internal controls, and compliance processes through the Finance Department. By implementing an efficient and effective financial management system, the department can better ensure accurate reporting, responsible stewardship of public funds, and timely processing of financial transactions, while also delivering a more transparent and positive service experience for internal and external stakeholders. Moreover, we reaffirm our commitment to modernizing our financial infrastructure through investment in this advanced financial software solution, supporting long-term stability, accountability, and informed decision-making.

CONCLUSION

The Council is asked to approve an agreement with Springbrook for financial software solution. This includes a one-time implementation cost of \$21,300.00 and an annual recurring subscription cost of \$19,655.00; as well as potentially the addition of Springbrook's Automated Invoice Processing module for Accounts Payable, at an annual subscription cost of \$5,025.00. This software solution will be an integral component of ongoing improvements within the Bal Harbour Village Finance Department, supporting more efficient and effective financial operations while enhancing accuracy, transparency, and internal controls. The system will also provide a more streamlined, user-friendly experience for stakeholders by improving access to financial information, reducing processing timelines, and strengthening overall service delivery.

Attachments:

1. Exhibit A - Springbrook Quote and Agreement
2. Exhibit B - Springbrook Quote and Agreement - BHV Addendum
3. Exhibit C - Springbrook Quote Automated Invoice Processing for Accounts Payable

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH SPRINGBROOK HOLDING COMPANY, LLC TO PROVIDE, INSTALL AND SUPPORT FINANCE SOFTWARE; APPROPRIATING IMPLEMENTATION COSTS FOR THE CLOUD BASED FINANCIAL SOFTWARE IN THE AMOUNT OF \$21,300.00; APPROVING AN ANNUAL SUBSCRIPTION COST OF \$19,655.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village's (the "Village") financial software is currently hosted on a legacy, on-premises server that has surpassed its useful life and is exhibiting indicators of potential failure; and

WHEREAS, this server is dedicated exclusively to the Finance Department's finance system, creating a single point of risk for critical financial operations; and

WHEREAS, the governmental financial software market has largely transitioned away from on-premises platforms in favor of cloud-based subscription models; and

WHEREAS, the currently-utilized Springbrook Holding Company, LLC ("Springbrook") on-premises model is no longer supported by the vendor and cannot be migrated to new server hardware, resulting in a necessary transition to a cloud-based financial system; and

WHEREAS, staff has determined that based on cost, implementation timeframe, system functionality and risk mitigation considerations, proceeding with Springbrook's cloud-based solution represents the most practical and fiscally responsible decision; and

WHEREAS, the Village Council finds that approving an agreement with Springbrook to provide cloud-based financial software in the amount of \$21,300.00 plus approving an annual subscription cost of \$19,655.00 is in the best interest of the Village and is an integral component of ongoing improvements within the Finance Department to support more efficient and effective financial operations while enhancing accuracy, transparency, and internal controls.

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

Section 1. Recitals Adopted. That the foregoing recitals are true and correct and are hereby adopted and confirmed.

Section 2. Approval of Agreement. The Village Council hereby approves an agreement with Springbrook to provide cloud-based financial software in the amount of \$21,300.00 plus approving an annual subscription cost with the vendor in amount of \$19,655.00.

Section 3. Appropriations Approved. That the FY 2025-26 General Fund and Resort Tax are amended by \$9,964.00; and \$2,491.00 respectively for the annual subscription cost; and are amended by \$17,040.00; and \$4,260.00 respectively to implement the cloud-based financial software with the vendor from fund balance.

Section 4. Implementation. The Village Manager is hereby authorized to take all actions necessary to implement this Resolution.

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

PASSED AND ADOPTED this 20th day of January, 2026.



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.

Order Form: Q-44832-1
Creation Date: 10/3/2025, 10:05 AM
Expires On: 1/30/2026

Phone: (866) 777-0069
Email: info@sprbrk.com



Ship To:
Tom Pham
Village of Bal Harbour, FL
655 96th Street
Bal Harbour, Florida 33154
tpham@balharbourfl.gov

Bill To:
Claudia Dixon
Village of Bal Harbour, FL
655 96th Street
Bal Harbour, Florida 33154
cdixon@balharbourfl.gov

Account Manager	E-mail	Phone Number	Payment Terms
Jessica Manfre	jessica.manfre@sprbrk.com	(954) 866-8111	Net 30

Annual Product Pricing					
PRODUCT	RATE	QTY	DISC (%)	NET PRICE	
Utility Billing Subscription	USD 16,550.00	1	60.000	USD 6,620.00	
Accounts Receivable Subscription	USD 4,600.00	1	55.000	USD 2,070.00	
Fixed Assets Subscription	USD 5,250.00	1	55.000	USD 2,362.50	
Licenses and Permits Subscription	USD 5,250.00	1	55.000	USD 2,362.50	
Finance Suite Subscription	USD 15,600.00	1	60.000	USD 6,240.00	
Annual Product Pricing Total:					USD 19,655.00

Fixed Fee Professional Services					
PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Fixed Fee Professional Services Migration	Fixed Fee Professional Services Migration	USD 21,300.00	1	0.000	USD 21,300.00
Fixed Fee Professional Services Total:					USD 21,300.00

Grand Total: USD 40,955.00

* excludes applicable sales tax

Order Details

Customer Name:	Village of Bal Harbour, FL
Customer Contact:	Tom Pham
Governing Agreement(s):	This Order Form is governed by the applicable terms found at: MSA: http://sprbrk.app.box.com/v/sprbrk-saas-terms MLA: http://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: http://sprbrk.app.box.com/v/sprbrk-svcs-terms
Term(s):	3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew for three (3) years or for the term specified in this Order Form, unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days prior to the expiration of the current Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than five percent (5%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered	Invoice Timing
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon the order start date, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon the order start date, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Estimated Time and Material Professional Services, On- Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Term.
Implementation Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.

Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of \$15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.
- ***On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.
- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Springbrook shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.

- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Springbrook. Customers are responsible for extracting data from any legacy systems and transferring the data into Springbrook's import templates.

Special Order Terms

Special Order Terms (if any):

The Customer agrees that the current version of Cirrus will be implemented without any modifications to its standard functionality, features, or reports. The Customer understands and accepts that no additional enhancements, customizations, or development efforts will be undertaken as part of this project. The Customer also agrees to adapt its business processes as necessary to align with the capabilities of the Cirrus application. Cirrus will be delivered and installed strictly on an "as-is" basis. Springbrook shall perform the Migration in a manner that includes the migration of all Customer Data and any associated attachments.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Village of Bal Harbour, FL

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):_____

Title:_____

Title:_____

Date:_____

Date:_____

Purchase Order # (if required) _____

Approved as to form:_____

CONFIDENTIAL

Page 5 of 5

Springbrook v7 to Cloud Migration Statement of Work

Following is a description of the project scope for a v7 premise upgrade of Springbrook Software to Springbrook's Enterprise Cloud solution. Any work or deliverables not explicitly stated below should be considered out of scope for the purposes of this agreement. Customized software is not supported in Springbrook's cloud product. If your agency has customizations in your current version of the software, Springbrook will conduct an analysis to determine any standard functionality that may be used to replace those custom items.

The process for migrating from a v7 premise installation of Springbrook to Springbrook's Enterprise Cloud solution consists of the following major phases:

1. **Analyze Custom Software (if applicable):** After completing the analysis, Springbrook will offer alternative solutions to meet your business needs that were previously satisfied through customization. However, please be aware that there is no guarantee that standard functionality will replicate all previously customized functionality. If your agency has business needs not met by Springbrook's standard functionality, Springbrook reserves the right to charge additional professional service fee for the analysis, development, testing, and delivery of such solutions. *
2. **Performing a test migration.** During this phase, Springbrook staff will work directly with your IT or other staff to get a current copy of the existing Springbrook database and complete an initial conversion/upgrade of the database and load it to your Cloud database for review. Only one (1) conversion/test migration will be performed as part of this project. *
3. **Complete configuration of Springbrook Cloud.** During this phase, a Springbrook Professional Services Consultant will work with staff to complete configuration of the Cloud system, including configuring imports, exports, and check/bill prints to ensure the Cloud system works similarly to the existing premise version. Any request to change functionality from how things work in the premise version are generally considered out of scope for the purposes of this project – this includes, but is not limited to, setting up new users or modifying permission for existing users, configuring additional imports/exports for new banks, third-party bill printers, third-party AMI providers, changing the formats of existing check prints, etc.*
4. **Complete enhancement overview session.** During this phase, a Springbrook Professional Services Consultant will provide one (1) overview session to your key staff of differences between Springbrook Cloud and your current v7 software. The focus of this single session is generally on understanding the differences between the two versions and does not include training/re-training in the software. *
5. **Perform final data migration.** During this phase, we'll repeat the test migration, but this will be the last and final data migration to the Springbrook Cloud solution. Once Springbrook staff have obtained a copy of the current v7 database, staff will be unable to use the local version of Springbrook until the Cloud solution is live. In most cases, this downtime will span 2-3 business days (with the potential to extend up to 5 business days). Read-only access to the local v7 version of Springbrook will be available while the final Cloud migration is performed. Please note that integrated systems that rely on Springbrook data, including our CivicPay and Employee Self Service systems, will be unavailable during the final migration as well.
6. **Go live with Springbrook Cloud.** Once the final data migration has occurred and the Cloud system has been verified by Springbrook staff, it will be made available to your staff to begin live processing. A Springbrook Professional Services consultant will be available during the first week to field phone calls and emails regarding questions or issues discovered. Following the first week of go live, additional assistance with using Springbrook Cloud should be directed to Springbrook Technical Support resources. *

**If additional services are requested, a separate agreement will be required to govern the terms and cost for that additional out of scope work.*

ADDENDUM TO AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND SPRINGBROOK

INDEMNIFICATION.

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

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

ANTI-DISCRIMINATION.

SPRINGBROOK 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. SPRINGBROOK further agrees that neither SPRINGBROOK, nor any parent company, subsidiaries or affiliates of SPRINGBROOK are currently engaged in, nor will engage in during the terms of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SCRUTINIZED COMPANIES

A. SPRINGBROOK certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the may immediately terminate this Agreement at its sole option if the SPRINGBROOK or its subcontractors are found to have submitted a false

certification; or if the SPRINGBROOK, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

SURVIVAL OF TERMS.

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

NO CONTINGENT FEES.

SPRINGBROOK warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the SPRINGBROOK, 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 SPRINGBROOK any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

VII. SPRINGBROOK'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

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

- A.** Keep and maintain public records in SPRINGBROOK's possession or control in connection with SPRINGBROOK's performance under this agreement. SPRINGBROOK 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 Civic VILLAGE.
- B.** Upon request from the VILLAGE's custodian of public records, SPRINGBROOK shall provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Civic VILLAGE. Notwithstanding, it is understood that at all times SPRINGBROOK's workpapers shall remain the sole property of SPRINGBROOK, and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of SPRINGBROOK shall be delivered by SPRINGBROOK to the VILLAGE, at no cost to the VILLAGE, within seven (7) days. All such records stored electronically by SPRINGBROOK 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, SPRINGBROOK 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 SPRINGBROOK will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E.** Any compensation due to SPRINGBROOK shall be withheld until all records

are received as provided herein.

F. SPRINGBROOK's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Civic VILLAGE.

IF SPRINGBROOK HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SPRINGBROOK'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.

VIII. E-VERIFY.

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

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

XIV. NONCOERCIVE AFFIDAVIT.

In accordance with Section 787.06, Florida Statutes, the requires all vendors executing, renewing or extending a contract with the VILLAGE to execute the required VILLAGE affidavit, attesting that vendor does not use coercion for labor or services and attached hereto as "Exhibit "A."

EXHIBIT A

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity Name: _____ ("SPRINGBROOK")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with Bal Harbour Village, SPRINGBROOK is required to provide an affidavit under penalty of perjury attesting that Vendor does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of SPRINGBROOK, I certify that SPRINGBROOK does not use coercion for labor or services, and is in compliance with Section 787.06, Florida Statutes.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signature

Date

Print Name

Title

Order Form: Q-47651-1
Creation Date: 12/19/2025, 9:10 AM
Expires On: 1/30/2026

Phone: (866) 777-0069
Email: info@sprbrk.com



Ship To:
Tom Pham
Village of Bal Harbour, FL
655 96th Street
Bal Harbour, Florida 33154
tpham@balharbourfl.gov

Bill To:
Claudia Dixon
Village of Bal Harbour, FL
655 96th Street
Bal Harbour, Florida 33154
cdixon@balharbourfl.gov

Account Manager	E-mail	Phone Number	Payment Terms
Jessica Manfre	jessica.manfre@sprbrk.com	(954) 866-8111	Net 30

Annual Product Pricing				
PRODUCT	RATE	QTY	DISC (%)	NET PRICE
AI Invoicing Subscription	USD 7,500.00	1	33.000	USD 5,025.00
Annual Product Pricing Total:				USD 5,025.00

Grand Total: USD 5,025.00

* excludes applicable sales tax

Order Details

Customer Name:	Village of Bal Harbour, FL
Customer Contact:	Tom Pham
Governing Agreement(s):	<p>This Order Form is governed by the applicable terms found at: MSA: https://sprbrk.app.box.com/v/sprbrk-saas-terms MLA: https://sprbrk.app.box.com/v/sprbrk-onpremise-terms Professional Services: https://sprbrk.app.box.com/v/sprbrk-svcs-terms</p>
Term(s):	3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew for three (3) years or for the term specified in this Order Form, unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days prior to the expiration of the current Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered	Invoice Timing
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon the order start date, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon the order start date, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Estimated Time and Material Professional Services, On- Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Term.
Implementation Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.

Professional Service Key Terms and Conditions:

- **Time and Material Pricing:** Professional Services time and material pricing is based on expected hours using Springbrook's standard implementation approach. While our goal is to provide accurate hour estimates, there may be variations in actual hours and charges. If project costs surpass the estimated hours within this order form by the greater of \$15,000 or 20%, a signed change order is necessary to proceed. Adjustments below this threshold will be implemented and invoiced as incurred.
- ***On-Site Professional Services:** On-Site professional services are billed at a daily minimum rate, regardless of time spent on-site. Travel expenses related to on-site travel will be invoiced as a separate line item as they are incurred.
- **Cancellation or Postponement:** Customer agrees to participate in all scheduled meetings and minimize repeated cancellations. Customer shall provide no less than two (2) business days' written notice should any scheduled meeting, training session or other activity need to be cancelled or postponed. If Customer fails to provide such notice, Springbrook shall invoice the Customer for the lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting.

- **Customer Responsibilities:** The customer will provide adequate internal resources and ensure the accuracy of all information provided to Springbrook. Customers are responsible for extracting data from any legacy systems and transferring the data into Springbrook's import templates.

Special Order Terms

Special Order Terms (if any):

The Services may be delivered after execution of this Agreement. Any Services delivered prior to September 2027 shall be provided at no cost.

The term of this Agreement and Customer's billing obligations shall commence in September 2027, aligned to Customer's existing anniversary month. Each subsequent annual term shall be subject to the pricing and terms set forth in this Order Form and the Agreement.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Village of Bal Harbour, FL

Signature:_____

Signature:_____

Name (Print):_____

Name (Print):_____

Title:_____

Title:_____

Date:_____

Date:_____

Purchase Order # (if required) _____

Approved as to form:_____

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING," ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS," OF THE BAL HARBOUR VILLAGE CODE OF ORDINANCES TO CREATE SECTION 21-367 TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF, AND REASONABLE ACCOMMODATION FOR, CERTIFIED RECOVERY RESIDENCES OR OTHER FEDERALLY PROTECTED RESIDENCES IN ACCORDANCE WITH STATE LAW.

Issue:

This Ordinance establishes a procedure for the review and approval of certified recovery residences, and any related reasonable accommodations, as required by Florida Statute.

The Bal Harbour Experience:

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

Item Summary / Recommendation:

This item proposes an Ordinance establishing an administrative procedure for the review and approval of certified recovery residences, and any related reasonable accommodations, as required by Florida Statute. The rights of these residences and their ability to locate in the Village are pursuant to longstanding federal and state law, and are not affected by this Ordinance.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Advisory Board Recommendation:

The Village Council sitting in its capacity as the Local Planning Agency will evaluate and make a recommendation on this Ordinance prior to first reading.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

		Village Manager
		Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: January 20, 2026

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING," ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS," OF THE BAL HARBOUR VILLAGE CODE OF ORDINANCES TO CREATE SECTION 21-367 TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF, AND REASONABLE ACCOMMODATION FOR, CERTIFIED RECOVERY RESIDENCES OR OTHER FEDERALLY PROTECTED RESIDENCES IN ACCORDANCE WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Ordinance as required by Chapter 2025-182, Laws of Florida.

BACKGROUND

This statute requires local government to adopt an ordinance, subject to certain restrictions, to formalize and streamline the local government permitting process for applicants seeking reasonable accommodations from land use regulations to open a certified recovery residence. Recovery residences are residential units that serve persons recovering from addictions, which are a form of disability protected by state and federal law. The rights of these residences and their ability to locate in the Village are pursuant to longstanding federal and state law, and are not affected by this Ordinance.

Florida Substance Abuse Program:

In the 1960s and 1970s, the federal government enacted a series of laws for state to follow to address the care for individuals and families affected by substance abuse, and funding requirements for alcoholism and drug abuse. Thereafter, in response to the federal government's early initiatives, the State of Florida enacted Chs. 396 and 397, F.S. relating to alcohol and drug abuse.

In 1993, the two chapters were combined into a single law entitled the "Hal S. Marchman Alcohol and Other Drug Substance Services Act" ("Marchman Act"), which is currently codified in Ch. 397, Florida Statutes. The purpose of the Marchman Act is to administer the substance abuse services in the State of Florida. It provides the legal process for individual citizens, affected by substance abuse or addiction, to receive proper medical attention, stabilization, and treatment. The Florida Department of Children and Family ("DCF") is responsible for the implementation and oversight of the Marchman Act.

DCF's responsibilities under the Marchman Act include but are not limited to:

- Licensing and regulations
- Developing standards
- Coordinating with courts and community-based organizations
- Maintaining data
- Providing training and technical assistance to professionals responsible for implementing the Marchman Act

DCF is also responsible for implementing federal programs and policies related to substance abuse and mental health, as well as the programs funded through the Substance Abuse and Mental Health Services Administration.

In 2025, the Florida Legislature adopted SB 954, codified in Chapter 2025-182, Laws of Florida, which requires local governments in the State of Florida to formalize and streamline the review and approval process for applicants seeking reasonable accommodation from local land use regulations to establish a "certified recovery residence". To ensure consistency with the "certified recovery residence" requirements in Chapter 2025-182 Laws of Florida and Section 397.487(15)(a), F.S., the Village desires to amend Chapter 3 of the Village Code.

The Village Council, sitting as the Land Planning Agency (LPA), will review the Ordinance prior to first reading.

ANALYSIS

The Village Attorney advised that the Village Council must adopt this Ordinance to comply with state law. The proposed Ordinance meets the minimum requirements of the new state statute, and is also drafted to comply with the background requirements of federal and state statutes and the caselaw interpreting them.

The application processes under the proposed Ordinance will be administered against the backdrop of the existing Village zoning and land use laws, and will not change those requirements. Given the highly constrained scope of review, and consistent with best practices and with legal recommendation, the proposed Ordinance provides that applications will be administratively approved.

Consistent with the recommendations of the Village Attorney based on the body of state and federal law constraining these decision-making processes, the proposed Ordinance provides for administrative approval of applications, and of appeals from decisions on those applications. Therefore, the proposed Ordinance provides that applications for certified recovery residences will be reviewed and approved by the Building Official as the person designated by Section 21-31 of the Village Code of Ordinances to enforce zoning in the Village. Any appeals of the Building Official's determination are also administrative under the proposed Ordinance, to be decided by the Village Manager.

Based upon appropriate documentation, the application process may also involve the Building Official being asked to grant a reasonable accommodation from strict compliance with the Village's laws. Such a request must be granted only to the extent such accommodation is demonstrated to be required by federal and state statutes and caselaw. Applications for reasonable accommodation will also be administratively approved and subject to administrative appeal to the Village Manager in a similar manner, under the proposed Ordinance.

Any suggested changes to the approval process, or other aspects of the proposed Ordinance, will need to be analyzed legally and addressed on second reading.

THE BAL HARBOUR EXPERIENCE

This item is required by Florida Statute.

CONCLUSION

In conclusion, I recommend approved the proposed Ordinance "Certified Recovery Residences" to ensure compliance with the requirements set forth in SB 954, Chapter 2025-182, Laws of Florida and amended sec. 397.487. F.S.

Attachments:

1. Ordinance
2. Senate Bill 954, Chapter 2025-182

ORDINANCE NO. 2026-____

**AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA,
AMENDING CHAPTER 21 "ZONING," ARTICLE IV,
"SUPPLEMENTARY DISTRICT REGULATIONS," OF THE BAL
HARBOUR VILLAGE CODE OF ORDINANCES TO CREATE
SECTION 21-367 TO ESTABLISH PROCEDURES FOR THE
REVIEW AND APPROVAL OF, AND REASONABLE
ACCOMMODATION FOR, CERTIFIED RECOVERY RESIDENCES
OR OTHER FEDERALLY PROTECTED RESIDENCES IN
ACCORDANCE WITH STATE LAW; PROVIDING FOR
CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Florida law provides that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal service, and exercise any power for municipal purposes, except when expressly prohibited by law, and to adopt ordinances in furtherance of such authority; and

WHEREAS, Bal Harbour Village, Florida (the "Village") finds it periodically necessary to amend its Code of Ordinances ("Code") in order to update regulations and procedures to maintain consistency with state law, implement municipal goals and objectives, clarify regulations, and address specific issues and needs that may arise; and

WHEREAS, the Village is committed to ensuring compliance with federal civil rights laws, including the Fair Housing Amendments Act of 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the American with Disabilities Act, 42 U.S.C. ss. 12131 et seq.; and

WHEREAS, in the early 1970s, the federal government enacted laws for states to develop a continuum of care for individuals and families affected by substance abuse; and

WHEREAS, in response to the federal laws, the Florida Legislature enacted Chapters 396 and 397, F.S., relating to alcohol and drug abuse, respectively; and

WHEREAS, in 1993, the Florida Legislature adopted legislation combining Chapters 396 and 397 of the Florida Statutes into a single law, the "Hal S. Marchman Alcohol and Other Drug Services Act" (the "Marchman Act"), which encourages individuals to seek services on a voluntary basis within the existing financial and space capacities of a service provider; and

WHEREAS, the Department of Children and Families (DCF) is responsible for administering substance abuse and mental health prevention, treatment, and recovery statewide consistent with the Marchman Act; and

WHEREAS, on June 25, 2025, the Governor signed into law Senate Bill 954, which amends Section 397.487, Florida Statutes ("Voluntary Certification of Recovery Residences"), and requires the Village to enact an ordinance providing for procedures for review and approval of certified recovery residences, including a process for requesting reasonable accommodations from any local land use regulation that serves to prohibit the establishment of a certified recovery residence; and

WHEREAS, it is necessary to amend the Village's Unified Land Development Regulations in the Code to comply with Section 397.487, Florida Statutes, as amended; and

WHEREAS, creating procedures to request a reasonable accommodation to establish a certified recovery residence or for other kind of residence or group home protected by federal law will provide people with disabilities equal access to housing opportunities within the Village while preserving the overall intent and purpose of the Village's planning and land use regulations; and

WHEREAS, on January 20, 2026, at a duly noticed public hearing in accordance with law, the Village Council, sitting as the Local Planning Agency reviewed and recommended [approval/approval with modifications/rejection] of the proposed Ordinance; and

WHEREAS, after conducting a public hearing and reviewing the Local Planning Agency's recommendations, the recommendations of Village staff, and comments from the public, the Village Council finds that the proposed amendments to its Code are in compliance and consistent with Florida law and with its adopted Comprehensive Plan; and

WHEREAS, the Village Council held a public hearing, at which all members of the public so desiring had an opportunity to be heard; and

WHEREAS, the Village Council finds that this Ordinance is in the best interest and welfare of the residents of the Village.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS¹:

¹ Coding: ~~Strikethrough words~~ are deletions to the existing words. Underlined words are additions to the existing words. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

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

Section 2. Amending the Village Code. That Chapter 21 "Zoning", Article IV "Supplementary District Regulations" of the Code is hereby amended to create Section 21-367 "Certified Recovery Residences" to read as follows:

Chapter 21.-ZONING

* * *

Article IV—SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 21-367. Certified Recovery Residences

(a) Purpose and applicability. This section establishes procedures to formalize and streamline the review and approval process for applicants requesting reasonable accommodation from the Village Code, and related policies, practices, and procedures to open a certified recovery residence. The Village shall process requests for the establishment of certified recovery residences in accordance with this Section and make the appropriate determination(s) consistent with applicable federal and state laws, including, but not limited to, the Fair Housing Amendments Act (42 U.S.C. ss. 3601 et seq.), and Title II of the American with Disabilities Act (42 U.S.C. ss. 12131 et seq.), and Section 397.487(15)(a), Florida Statutes (collectively, "Applicable Laws").

(b) Definitions.² As used in this section, the following words and phrases shall have the following meanings:

Certified recovery residence. A recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

- (1) A Level I certified recovery residence houses individuals in recovery who have completed treatment, with a minimum of 9 months of sobriety. A Level I certified recovery residence is democratically run by the members who reside in the home.
- (2) A Level II certified recovery residence encompasses the traditional perspectives of sober living homes. There is oversight from a house manager who has experience with living in recovery. Residents are expected to follow rules outlined in a resident handbook provided by the certified recovery

² Refer to sec. 397.311, Florida Statutes, as amended, for a list of terms and definitions associated with the state substance abuse law.

residence administrator. Residents must pay dues, if applicable, and work toward achieving realistic and defined milestones within a chosen recovery path.

- (3) A Level III certified recovery residence offers higher supervision by staff with formal training to ensure resident accountability. Such residences are staffed 24 hours a day, 7 days a week, and offer residents peer-support services, which may include, but are not limited to, life skill mentoring, recovery planning, and meal preparation. Clinical services may not be performed at the residence. Such residences are most appropriate for persons who require a more structured environment during early recovery from addiction.
- (4) A Level IV certified recovery residence is a residence offered, referred to, or provided by, a licensed service provider to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. Such residences are staffed 24 hours a day and combine outpatient licensable services with recovery residential living. Residents are required to follow a treatment plan and attend group and individual sessions, in addition to developing a recovery plan within the social model of living in a sober lifestyle. No clinical services are provided at the residence and all licensable services are provided offsite.

Certified recovery residence administrator. A recovery residence administrator who holds a valid certificate of compliance.

Community housing. A certified recovery residence offered, referred to, or provided by a licensed service provider that provides housing to its patients who are required to reside at the residence while receiving intensive outpatient and higher levels of outpatient care. A certified recovery residence used by a licensed service provider that meets the definition of community housing shall be classified as a Level IV level of support, as described in ss.397.311(5), Florida Statutes.

Department. The Village's building department.

Department director. The Village's Building Official.

Licensed service provider. A public agency, a private for-profit or not-for profit agency, a physician or any other private practitioner licensed under Chapter 397 of the Florida Statutes, or a hospital that offers substance abuse services through one or more licensed service components.

Recovery residence. A residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free living environment.

(c) Procedure for Certified Recovery Residence Request.

- (1) Application. A request by an applicant for establishing a certified recovery residence under this division shall be submitted in writing to the department on an application form approved by the Village. This form will be maintained by the department, as amended from time to time. The application shall contain such questions and requests for information as necessary for processing the certified recovery residence application request, including the following:
 - a. Name and contact information of the applicant or the applicant's authorized representative;
 - b. Property address, parcel identification number, description of the property, and a survey of the property;
 - c. Consent of the current owner of the subject property, if the applicant is not the owner of the subject property;
 - d. A letter of intent identifying the existing zoning district of the property, including any previously approved conditions or modifications; and
 - e. Confirm the general location of off-street parking.
- (2) Assistance. The Village will provide reasonable assistance to ensure that the process is accessible and that the applicant's request is documented on the form provided by the Village. The applicant's request for assistance or meeting shall be made in writing to the department to ensure that resources and staff are available to guide the applicant through the review and approval process.
- (3) Fees. No fees or costs may be imposed for applications submitted under this section or an appeal of a decision on such application.
- (4) Application completeness and accuracy. The Village shall date-stamp each certified recovery residence application upon receipt. Within five (5) calendar days after receiving such an application, the department shall confirm receipt of the application using the contact information provided by the applicant. An application will be considered complete by the department if it is submitted in the required form with all mandatory information and material. This provision does not preclude the identification and correction of information submitted by the applicant after an application is accepted.

(d) Decision Process for Certified Recovery Residence.

- (1) Review. The Village must notify the applicant in writing within the first 30 calendar days after receipt of an application, whether additional information is required, and allow the applicant at least thirty (30) calendar days to respond.

(2) Request for Additional Information.

- a. If necessary, within the first 30 calendar days after receipt of the application, the department director may request additional information from the applicant, specifying in sufficient detail what information is required. The applicant shall have at least 30 calendar days after the date the information is requested to respond.
- b. If the applicant fails to respond to the request for additional information, the department director shall deny the request for relief upon the basis that it has been deemed abandoned or withdrawn. No further action by the Village concerning said relief request shall be required.

(3) Written Decision.

- a. Within sixty (60) calendar days after receipt of a completed application, the department must issue a final written determination on such application:
 1. The determination may be approved in whole or in part, with or without conditions; or
 2. The determination may deny the request, stating with specificity the objective, evidence-based reasons for denial, and identifying any deficiencies or actions necessary for reconsideration.
- b. If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(4) Expiration of approval. Approval of a request for reasonable accommodation for the establishment of a certified recovery residence shall expire after one hundred eighty (180) days if not implemented. In the event the applicant ceases to operate the property as a Certified Recovery Residence, any approved accommodations shall immediately expire and the property shall be in compliance with the Village Code.

(e) Reasonable Accommodations for Certified Recovery Residences. The Village shall apply the following procedures and criteria in considering a reasonable accommodation request for establishing a Certified Recovery Residence:

(1) Procedures for requesting a reasonable accommodation.

- a. Application. A request by an applicant for reasonable accommodation under this section shall be made in writing to the department on a

"reasonable accommodation request application form," which form is maintained by the Village. The application shall contain such questions and requests for information as are necessary for processing the reasonable accommodation request including the following:

1. Name, address, and telephone number of applicant.
2. Address of subject property and parcel identification number.
3. Consent of the owner of the subject property.
4. Current use of the property.
5. Basis for the claim that the applicant is protected under applicable law(s).
6. The Village's regulation(s) from which reasonable accommodation is being requested.
7. Identification of the specific accommodation requested and why the accommodation is necessary to make the subject property accessible to the individual.

b. Assistance. If the applicant needs assistance in making a request for a reasonable accommodation or meeting the requirement that the request be made in writing, the Village will provide reasonable assistance to ensure that the process is accessible, and that the applicant's request is documented on the form provided by the Village.

(2) Criteria for determining reasonable accommodations. In reviewing the application for reasonable accommodation for a certified recovery residence, the following criteria will be applied:

- a. Whether the applicant has established that he/she, or the individual on whose behalf the application was submitted, is protected under applicable laws.
- b. Whether the applicant has established that the requested accommodation is reasonable and necessary to afford the disabled individual an equal opportunity to use and enjoy the property.
- c. Whether the requested accommodation would impose an undue financial or administrative burden on the Village.
- d. Whether the requested accommodation would require a fundamental alteration in the nature of the land use and zoning regulations of the Village.
- e. Whether alternative reasonable accommodations could provide an equivalent level of benefit, if applicable.

f. Whether applicant adheres to all applicable state and federal laws relating to Certified Recovery Residences and can demonstrate the same, inclusive of all required licensures or credentials for operation of a Certified Recovery Residence.

g. Whether the licensed service provider has a paid certified employee on call during the time when individuals are at a community housing location, if applicable.

h. Any other relevant criteria under applicable laws.

i. For Level IV Certified Recovery Residences that are operating as Community Housing and are actively managed by a certified recovery residence administrator approved for 100 residents pursuant to Florida Statutes and is wholly owned or controlled by a licensed service provider:

(A) If electing to manage up to 150 residents: whether the residence maintains a service provider personnel-to-patient ratio of 1 to 8, and maintains onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 10; and

(B) If electing to manage up to 300 residents: whether the residence maintains a service provider personnel-to-patient ratio of 1 to 8, and maintains onsite supervision at the residence during times when residents are at the residence with a personnel-to-resident ratio of 1 to 6.

(f) Appeal. An applicant aggrieved by a decision of the Department director under this section may appeal the decision to the Village Manager.

(1) Exhaustion required. A request for relief under this section shall be required prior to any person filing a lawsuit based upon applicable laws. Completion of the relief procedures provided herein shall constitute the exhaustion of all administrative remedies available from the Village.

(2) Effect while pending. While an application for relief or appeal of a decision of same is pending before the Village, the Village will not enforce the subject code, rules, policies, and procedures, except the Village may seek injunctive relief if an imminent threat to the health, safety and welfare of the public is present.

(g) Revocation. The Department may revoke a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain licensure required under this section, if not reinstated within 180 calendar days.

(h) Compliance. The establishment of a reasonable accommodation process does not relieve the Village from its obligations under the Fair Housing Amendments Act (42 U.S.C. ss. 3601 et seq.), and Title II of the American with Disabilities Act (42 U.S.C. ss. 12131 et seq.). The regulation for which the applicant is seeking reasonable accommodation must not facially discriminate against or otherwise disparately impact the applicant.

(i) Declarations. The application of this section does not supersede any current or future declaration or declaration of condominium adopted pursuant to Chapter 718; any cooperative document adopted pursuant to Chapter 719; or any declaration or declaration of covenant adopted pursuant to Chapter 720.

Sec. 21-3678--21-380 - Reserved.

Section 3. Conflicts. That all prior ordinances or resolutions or parts thereof in conflict herewith are hereby repealed, but only to the extent of such conflict.

Section 4. Severability. That the provisions of this Ordinance are declared to be severable, and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional by any court of competent jurisdiction, then such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 5. Inclusion in the Code. That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Bal Harbour Village, Florida; that the sections of this Ordinance may be renumbered or re-lettered, and that the word "Ordinance" shall be changed to "Section," or such other appropriate word or phrase, to accomplish such intentions.

Section 6. Effective Date. That this Ordinance shall take effect immediately upon the adoption hereof on Second and Final Reading.

Passed on the first reading, this 20th day of January, 2026.

Passed on the second reading, this ____ day of _____, 2026.



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.

2025954er

1
2 An act relating to certified recovery residences;
3 amending s. 397.487, F.S.; requiring, by a specified
4 date, the governing body of each county or
5 municipality to adopt an ordinance to establish
6 procedures for the review and approval of certified
7 recovery residences; requiring that such ordinance
8 include a process for requesting reasonable
9 accommodations from any local land use regulation that
10 serves to prohibit the establishment of a certified
11 recovery residence; specifying criteria for the
12 ordinance; providing that the ordinance may establish
13 additional requirements for the review and approval of
14 reasonable accommodation requests; requiring that such
15 additional requirements be consistent with federal law
16 and not conflict with the act; prohibiting the
17 ordinance from requiring public hearings beyond the
18 minimum required by law; providing that the ordinance
19 may include provisions for revocation of a granted
20 accommodation for cause, if the accommodation is not
21 reinstated within a specified timeframe; providing
22 construction; amending s. 397.4871, F.S.; providing
23 that the personnel-to-resident ratio for a certified
24 recovery residence must be met only when the residents
25 are at the residence; providing that a certified
26 recovery residence administrator for Level IV
27 certified recovery residences which maintains a
28 specified personnel-to-patient ratio has a limitation
29 on the number of residents it may manage; providing an

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30 effective date.

31
32 Be It Enacted by the Legislature of the State of Florida:

33
34 Section 1. Subsections (15) and (16) are added to section
35 397.487, Florida Statutes, to read:

36 397.487 Voluntary certification of recovery residences.—

37 (15) (a) By January 1, 2026, the governing body of each
38 county or municipality shall adopt an ordinance establishing
39 procedures for the review and approval of certified recovery
40 residences within its jurisdiction. The ordinance must include a
41 process for requesting reasonable accommodations from any local
42 land use regulation that serves to prohibit the establishment of
43 a certified recovery residence.

44 (b) At a minimum, the ordinance must:

45 1. Be consistent with the Fair Housing Amendments Act of
46 1988, 42 U.S.C. ss. 3601 et seq., and Title II of the Americans
47 with Disabilities Act, 42 U.S.C. ss. 12131 et seq.

48 2. Establish a written application process for requesting a
49 reasonable accommodation for the establishment of a certified
50 recovery residence, which application must be submitted to the
51 appropriate local government office.

52 3. Require the local government to date-stamp each
53 application upon receipt. If additional information is required,
54 the local government must notify the applicant in writing within
55 the first 30 days after receipt of the application and allow the
56 applicant at least 30 days to respond.

57 4. Require the local government to issue a final written
58 determination on the application within 60 days after receipt of

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59 a completed application. The determination must:

60 a. Approve the request in whole or in part, with or without
61 conditions; or

62 b. Deny the request, stating with specificity the
63 objective, evidence-based reasons for denial and identifying any
64 deficiencies or actions necessary for reconsideration.

65 5. Provide that if a final written determination is not
66 issued within 60 days after receipt of a completed application,
67 the request is deemed approved unless the parties agree in
68 writing to a reasonable extension of time.

69 6. Require that the application include, at a minimum:

70 a. The name and contact information of the applicant or the
71 applicant's authorized representative;

72 b. The property address and parcel identification number;
73 and

74 c. A description of the accommodation requested and the
75 specific regulation or policy from which relief is sought.

76 (c) The ordinance may establish additional requirements for
77 the review or approval of reasonable accommodation requests for
78 establishing a certified recovery residence, provided such
79 requirements are consistent with federal law and do not conflict
80 with this subsection.

81 (d) The ordinance may not require public hearings beyond
82 the minimum required by law to grant the requested
83 accommodation.

84 (e) The ordinance may include provisions for the revocation
85 of a granted accommodation of a certified recovery residence for
86 cause, including, but not limited to, a violation of the
87 conditions of approval or the lapse, revocation, or failure to

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88 maintain certification or licensure required under this section,
89 if not reinstated within 180 days.

90 (f) The ordinance and establishment of a reasonable
91 accommodation process does not relieve the local government from
92 its obligations under the Fair Housing Amendments Act of 1988,
93 42 U.S.C. ss. 3601 et seq., and Title II of the Americans with
94 Disabilities Act, 42 U.S.C. ss. 12131 et seq. The regulation for
95 which the applicant is seeking a reasonable accommodation must
96 not facially discriminate against or otherwise disparately
97 impact the applicant.

98 (16) The application of this section does not supersede any
99 current or future declaration or declaration of condominium
100 adopted pursuant to chapter 718; any cooperative document
101 adopted pursuant to chapter 719; or any declaration or
102 declaration of covenant adopted pursuant to chapter 720.

103 Section 2. Paragraph (c) of subsection (8) of section
104 397.4871, Florida Statutes, is amended to read:

105 397.4871 Recovery residence administrator certification.—

106 (8)

107 (c) Notwithstanding paragraph (b), a Level IV certified
108 recovery residence operating as community housing as defined in
109 s. 397.311(9), which residence is actively managed by a
110 certified recovery residence administrator approved for 100
111 residents under this section and is wholly owned or controlled
112 by a licensed service provider, may:

113 1. Actively manage up to 150 residents so long as the
114 licensed service provider maintains a service provider
115 personnel-to-patient ratio of 1 to 8 and maintains onsite
116 supervision at the residence during times when residents are at

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117 ~~the residence 24 hours a day, 7 days a week, with a personnel-~~
118 ~~to-resident ratio of 1 to 10.~~

119 2. Actively manage up to 300 residents, so long as the
120 licensed service provider maintains a service provider
121 personnel-to-patient ratio of 1 to 8 and maintains onsite
122 supervision at the residence during times when residents are at
123 the residence with a personnel-to-resident ratio of 1 to 6.

124
125 A certified recovery residence administrator who has been
126 removed by a certified recovery residence due to termination,
127 resignation, or any other reason may not continue to actively
128 manage more than 50 residents for another service provider or
129 certified recovery residence without being approved by the
130 credentialing entity.

131 Section 3. This act shall take effect July 1, 2025.

BAL HARBOUR

- VILLAGE -

BUSINESS IMPACT STATEMENT

Proposed Ordinance Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING," ARTICLE IV, "SUPPLEMENTARY DISTRICT REGULATIONS," OF THE BAL HARBOUR VILLAGE CODE OF ORDINANCES TO CREATE SECTION 21-367 TO ESTABLISH PROCEDURES FOR THE REVIEW AND APPROVAL OF, AND REASONABLE ACCOMMODATION FOR, CERTIFIED RECOVERY RESIDENCES OR OTHER FEDERALLY PROTECTED RESIDENCES IN ACCORDANCE WITH STATE LAW; PROVIDING FOR CONFLICTS, SEVERABILITY, INCLUSION IN THE CODE, AND PROVIDING FOR AN EFFECTIVE DATE.

Exempt - Ordinance required for compliance with federal or state law or regulation.

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

The proposed ordinance establishes procedures for the review, approval, and reasonable accommodation of Certified Recovery Residences, as required by Section 397.487, Florida Statutes, and applicable federal civil rights laws.

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

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

Good Faith Estimate of Number of Businesses Likely Impacted:

Exempt - Ordinance required for compliance with federal or state law or regulation.

BAL HARBOUR

- VILLAGE -

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH BEACH RAKER, LLC., FOR THE PROVISION OF BEACH CLEANING AND ASSOCIATED SERVICES AT AN ANNUAL COST NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the agreement with Beach Raker, LLC for the provision of beach cleaning services and associated services for the beaches at Bal Harbour Village?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

From 2014 through 2020, Beach Raker, LLC performed routine beach cleaning and raking service on a continuous basis with positive results on the beaches of Bal Harbour Village. This service was discontinued in 2020. Due to the substantial impact of sargassum experienced in 2025, the Village requested and received a new proposal from Beach Raker to commence with the services for the upcoming 2026 fiscal year. The scope of services includes cleaning seven (7) days per week with a tractor and specialized rake as permitted by FDEP and Florida Fish and Wildlife (FFWC). Enhanced sand sifting and the removal of excessive sargassum seaweed accumulation are defined as secondary services as needed. Due to the unpredictability of future conditions related to the volume of tidal and storm deposited seaweed along the shoreline and the beach, the annual cost may vary and will be subject to annual budgetary allocations for this work.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$250,000	Landscaping Services/Beach Raking	10-53-503405

Sign off:

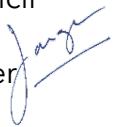
Director Title	Chief Financial Officer	Village Manager
Julio E. Magrisso	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: January 20, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH BEACH RAKER, LLC., FOR THE PROVISION OF BEACH CLEANING AND ASSOCIATED SERVICES AT AN ANNUAL COST NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

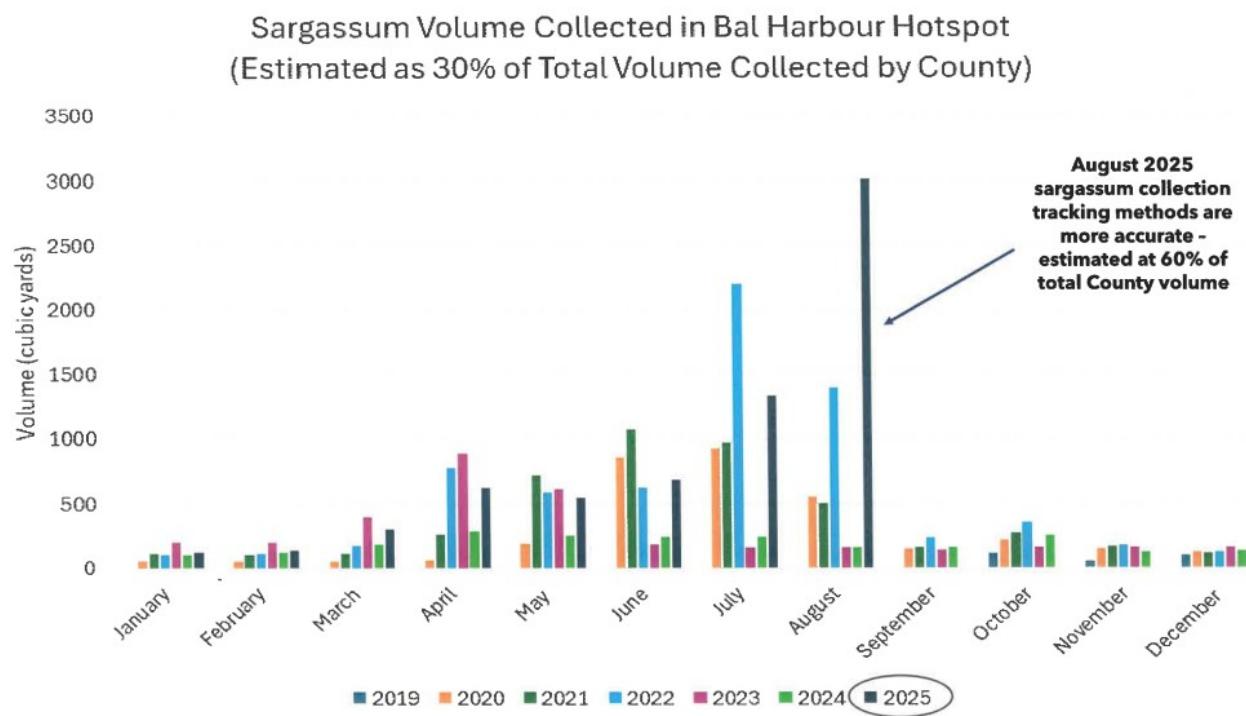
In 2014 and then again in 2019, Bal Harbour Village engaged the services of Beach Raker, LLC to perform routine beach cleaning and raking services on a scheduled basis on the entire municipal beach. The council approved these services in order to complement the services provided by Miami-Dade County. The Beach Raker agreement with the Village was discontinued in 2020 due to Covid 19 related concerns.

It should be noted that Miami-Dade County Parks and Recreation Department is responsible for the maintenance of all Miami-Dade beaches and performs these services with county staff and machinery under a permit issued by the Florida Department of Environmental Protection (FDEP) and Fish and Wildlife Commission (FWC). The northern end of Bal Harbour is considered a sargassum "hot-spot" by the County, along with 3 other hot-spots within the County. Due to the extensive work required to service these hot-spots, Miami-Dade County engages the services of Beach Raker, LLC to maintain them. The 800 northern feet of Bal Harbour is included in that agreement with the County, and as such, is serviced by Beach Raker.

ANALYSIS

The sargassum influx experienced in 2025 proved to substantially impact the quality of the beach experience by users of our beach. At the September 16, 2025 Council meeting, Cummins Cederberg presented their Coastal Management Program Update report, which also highlighted the sargassum volumes collected and removed by Beach Raker through their contract with Miami Dade County.

The 6-year graph below goes back to 2019 and highlights the 2025 sargassum collection and removal by Beach Raker in Bal Harbour Village as the most impactful in the 6-year span.



As shown above, July and August of 2025 recorded substantially higher volumes than the average for Bal Harbour, with approximately 60% of the total County volume for 2025 removed from our hot spot.

At the August 1, 2025 mini retreat with the Village Council, this topic was discussed and recommended that the budget for FY 2026 include \$250,000 to further complement and add services to the village beach. Public Works and Beautification then requested and received a proposal from Beach Raker for services on the entire length of Bal Harbour Village. A copy of their proposal is attached. At a minimum cost of \$18,500 per month, this will augment the services performed by the County and will add a layer of maintenance the Village once enjoyed.

The services will include beach cleaning seven (7) days per week, including holidays. The water line will be cleaned with a tractor and specialized rake, as permitted by FDEP and FWC. The area to be cleaned is from the present tide line to approximately thirty (30) feet westward.

Additional services, dependent on the impact and volume of sargassum, may include increased sifting and raking, up to and including sargassum collection and disposal as needed. These additional services performed are billed separately.

Beach Raker was founded in 1979 and has grown by providing beach cleaning services to counties, cities, private hotels, condominiums and even private residences. The company operates in Miami-Dade, Monroe, Broward and Palm Beach Counties with field permits from the Florida Department of Environmental Protection (FDEP).

This augmented service will also assist with managing the influx of sargassum in Bal Harbour areas outside of the designated "hot-spot". We should recognize, however, that the sargassum influx is a seasonal and natural occurrence with fluctuating volumes from year to year based on climate and weather patterns. This enhancement should greatly improve our level of service, but we may still see periods of extreme conditions that cannot be avoided.

THE BAL HARBOUR EXPERIENCE

The authorization to contract for the services provided by Beach Raker, LLC directly corresponds to the *Bal Harbour Experience* stated goals of a Beautiful Environment and Destination & Amenities.

CONCLUSION

This Resolution provides authorization to approve an agreement for beach cleaning and associated services subject to the budget allocation. I have reviewed the proposal from Beach Raker, LLC and have also reviewed the required work to accomplish our desired goals. I recommend approval of this Resolution

Attachments:

1. Beach Raker Proposal
2. Professional Services Agreement

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH BEACH RAKER, LLC., FOR THE PROVISION OF BEACH CLEANING AND ASSOCIATED SERVICES AT AN ANNUAL COST NOT TO EXCEED ANNUAL BUDGETARY ALLOCATIONS PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in 2014 and then again in 2019, the Bal Harbour Village Council approved the engagement of Beach Raker, LLC ("Beach Raker") to perform routine beach cleaning and raking service on a scheduled basis; and

WHEREAS, Beach Raker, LLC provided beach cleaning service to Bal Harbour Beach continuously through 2020; and

WHEREAS, due to the substantial impact of sargassum to our beaches in 2025, the Village requested and received a new proposal to once again engage Beach Raker; and

WHEREAS, Beach Raker has been providing beach cleaning services to Miami Dade County, cities, towns, condominiums, resorts and private properties; and

WHEREAS, this Council has determined that it is in the best interest of the Village to enter into an agreement with Beach Raker for the provision of the specified services detailed in the service agreement in the amount not to exceed annual budgetary allocations.

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

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

Section 2. Agreement Approved. That the agreement with Beach Raker, LLC, for the provision of the specified services detailed for beach cleaning and associated services in the amount not to exceed annual budgetary allocations is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

Section 3. Expenditure Approved for Services. That the expenditure of identified budgeted funds for the provision of the specified services for beach cleaning and associated services in the amount not to exceed annual budgetary allocations for this work is hereby approved.

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

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

PASSED AND ADOPTED this 20th day of January, 2026.



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.



beach cleaning. beach sanitizing.

Beach Raker LLC
220 NE 13th Street, Pompano FL 33060
Palm Beach, Broward, Dade & Monroe
Phone: 954-560-3906
Fax: 561-892-0344
customerservice@floridabeachraker.com
www.beachraker.net.

SERVICE AGREEMENT

Client Name: Bal Harbour Village

Address: 655 96th Street
Bal Harbour, FL 33154

Contact: Julio Magrisso

Phone: 305-993-7436

Email: jmagrisso@balharbourfl.gov

Acting as your agent for permit and licensing purposes, we hereby submit specifications and costs for your beach cleaning service. The beach specified below will be cleaned Seven (7) days per week including holidays, as approved by the Florida Department of the Environment (FDEP).

The wrack line will be cleaned Seven (7) days per week with a tractor and specialized rake as permitted by FDEP and Florida Fish and Wildlife Commission (FFWC). The area to be cleaned is from the present tide line to approximately thirty feet above. During sargassum season, Beach Raker will concentrate on managing the influx of seaweed and sift the beach a minimum of 2 days per month. Outside of sargassum season when seaweed is manageable, Beach Raker will sift the beach 5 days per week.

Addition Services

Beach Sifting \$150.00 per hour

Beach Raking \$135.00 per hour

Seaweed collection and disposal \$1050.00 per truck load

NOTE: Additional services are only available to customers under monthly service contract

Wood and debris will be removed; seaweed will be covered at the tide line. The removal of large objects such as trees and boats will be contracted separately. In the event of hurricanes, tropical storms or heavy oil accumulations, we will use our best efforts to clean your beach as soon after the event as possible. There may be additional charges based on the condition of the beach and the equipment required to complete cleaning.

Pricing based upon an annual contract. Early cancellation will result in payment in full for the entire year. Price is fixed for first year of service. All cancellation notices must be in writing to the following address: **Beach Raker 220 NE 13th Street, Pompano FL 33060**

Beach Linear Footage: **Entire Beach**

\$18,500.00 per Month

Submitted by: Steven Sterneck (Beach Raker)

Date: 01/06/2026

Acceptance Signature: _____

Date: _____

Print Name: _____

Title: _____

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Beach Raker, LLC, whose address is 220 NE 13th Street, Pompano, Fl. 33060, an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, Beach Raker, LLC provides beach cleaning services to Miami Dade County, cities, towns, condominiums and private residences, and

WHEREAS, due to the substantial impact of sargassum to the beaches of Bal Harbour Village, the Village requested and received a proposal to engage Beach Raker; and

WHEREAS, The Bal Harbour Village Council *has* determined that it is in the best interest of the Village to enter into an agreement with Beach Raker, LLC for the provision of the specified services as detailed in the service agreement.

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

I. SCOPE OF SERVICES.

Contractor shall provide the scope of services ("Services" or "Work") incorporated herein for specific work attached hereto as Exhibit "A"- Service Agreement. Contractor shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.

II. TERM.

This Agreement shall commence on the Notice to Proceed (NTP), issuance date and shall continue for one (1) year, renewable yearly, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

III. PAYMENT.

The amount of compensation payable by the VILLAGE to CONTRACTOR shall be based upon the price as set forth in the Contractor's Service Agreement Exhibit A attached hereto and made a part hereof, which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under this Agreement. It is acknowledged and agreed by CONTRACTOR that these amounts are the maximum payable and constitute a limitation upon VILLAGE'S obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a

limitation of any sort, upon CONTRACTOR'S obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

- A. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the VILLAGE Manager and CONTRACTOR, no more often than once per month, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the guaranteed maximum payment that has been expended through previous billings.
- B. Notwithstanding any provision of this Agreement to the contrary, VILLAGE Manager, may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to VILLAGE Manager. The amount withheld shall not be subject to payment of interest by VILLAGE.
- C. Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, Electronic Funds Transfer (EFT), E-Pay or P-Card as determined by the VILLAGE in its sole discretion.
- D. In consideration of the Services to be provided, CONTRACTOR shall be compensated in an amount that shall not exceed the budgeted amount for the Services during the applicable Fiscal Year, or the statutory limitations of 255.20, Florida Statutes.
- E. Upon receipt of an invoice deemed acceptable and approved by the Village, payment(s) shall be made within thirty (30) days for the Services. Invoices shall include a detailed description of the Services provided, and shall be submitted to the Village at the following address:

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

- F. CONTRACTOR agrees to keep such records and accounts as may be necessary to record complete and correct entries as to dollars charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this

Agreement. Such books and records shall be available at all reasonable times for examination and audit by VILLAGE.

G. If it should become necessary for VILLAGE to request CONTRACTOR to render any additional services to either supplement the services described in the RFP or to perform additional work, such additional work shall be performed only if set forth in an addendum to this Agreement. Any such additional work agreed to by both parties shall be by mutual agreement of both parties and negotiated as to price.

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to the defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

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

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Contractor of such termination; which shall become effective thirty (30) days following receipt by Contractor of such

notice. If the Agreement is terminated for convenience by the Village, Contractor shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Contractor in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Contractor shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

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

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

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

CERTIFICATE HOLDER MUST READ

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

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance shall be primary to any liability insurance policies that may be

carried by the Village. Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies. Contractor agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Contractor up to the statutory limits.

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

VII. ENTIRE AGREEMENT.

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

VIII. WARRANTIES.

Contractor represents and warrants that Contractor is free to enter into the terms

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

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

Contractor acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as Beach Raker, LLC public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

IX. FEDERAL PROVISIONS

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

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

1) EQUAL OPPORTUNITY EMPLOYMENT

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

- a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of

September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

2) COPELAND ANTI-KICKBACK ACT

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

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

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

3) CONTRACT WORK HOURS AND SAFETY STANDARDS

Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Working more than the standard work week is permissible provided that the worker is compensated at

a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

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

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

5) SUSPENSION AND DEBARMENT

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

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

6) BYRD ANTI-LOBBYING AMENDMENT

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

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the

Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

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

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

X. NOTICES.

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

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

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

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

To Contractor: Beach Raker, LLC.
220 NE 13th Street, Pompano, Fl. 33060
Attn: Steve Sterneck or Chip Jones

XI. COMPLIANCE WITH LAWS.

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

XII. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XIII. SURVIVAL OF TERMS.

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

XIV. GOVERNING LAWS.

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

XV. NO CONTINGENT FEES.

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to

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

XVI. 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.

XVII. FORCE MAJEURE.

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

XVIII. INDEPENDENT CONTRACTOR.

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

XIX. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

- A.** Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.
- B.** Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C.** Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Contractor's workpapers shall remain the sole property of Contractor, and are not subject to the terms of this Agreement.
- D.** Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Contractor shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Contractor will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E.** Any compensation due to Contractor shall be withheld until all records are received as provided herein.

F. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

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

XX. E-VERIFY

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

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

END OF SECTION

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

Attn:

CONTRACTOR:

Beach Raker, LLC
220 NE 13th Street
Pompano, FL 33060

VILLAGE:

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

By: _____

Print Name/Title

By: _____

Jorge M. Gonzalez,
Village Manager

Attest: _____

Dwight S. Danie
Village Clerk

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

By: _____

Village Attorney

Exhibit A



Beach Raker LLC
220 NE 13th Street, Pompano Fl 33060
Palm Beach, Broward, Dade & Monroe
Phone: 954-560-3906
Fax: 561-892-0344
customerservice@floridabeachraker.com
www.beachraker.net.

SERVICE AGREEMENT

Client Name: Bal Harbour Village

Address: 655 96th Street
Bal Harbour, FL 33154

Contact: Julio Magrisso

Phone: 305-993-7436

Email: jmagrisso@balharbourfl.gov

Acting as your agent for permit and licensing purposes, we hereby submit specifications and costs for your beach cleaning service. The beach specified below will be cleaned Seven (7) days per week including holidays, as approved by the Florida Department of the Environment (FDEP).

The wrack line will be cleaned Seven (7) days per week with a tractor and specialized rake as permitted by FDEP and Florida Fish and Wildlife Commission (FFWC). The area to be cleaned is from the present tide line to approximately thirty feet above. During sargassum season, Beach Raker will concentrate on managing the influx of seaweed and sift the beach a minimum of 2 days per month. Outside of sargassum season when seaweed is manageable, Beach Raker will sift the beach 5 days per week.

Addition Services

Beach Sifting \$150.00 per hour

Beach Raking \$135.00 per hour

Seaweed collection and disposal \$1050.00 per truck load

NOTE: Additional services are only available to customers under monthly service contract

Wood and debris will be removed; seaweed will be covered at the tide line. The removal of large objects such as trees and boats will be contracted separately. In the event of hurricanes, tropical storms or heavy oil accumulations, we will use our best efforts to clean your beach as soon after the event as possible. There may be additional charges based on the condition of the beach and the equipment required to complete cleaning.

Pricing based upon an annual contract. Early cancellation will result in payment in full for the entire year. Price is fixed for first year of service. All cancellation notices must be in writing to the following address: **Beach Raker 220 NE 13th Street, Pompano Fl 33060**

Beach Linear Footage: **Entire Beach** **\$18,500.00 per Month**

Submitted by: Steven Sterneck (Beach Raker) Date: 01/06/2026

Acceptance Signature: _____ Date: _____

Print Name: _____ Title: _____

Exhibit B

Beach Raker, LLC.
220 NE 13th Street, Pompano, Fl. 33060
Attn: Steve Sterneck or Chip Jones

RE: Agreement - 2026 - VILLAGE Beach Cleaning Services

Dear Mr. Sterneck or Mr. Jones:

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

The Village has appointed Julio Magrisso, as the Village's Representative who will be your single point of contact.

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

Sincerely,

Jorge M. Gonzalez
Village Manager

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

BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager 

DATE: January 20, 2026

SUBJECT: **Discussion Regarding New Village Hall**

This item is submitted for Village Council discussion to provide a status update on the design and programming of the new village hall. A presentation related to this item is will be included separately.

VILLAGE HALL POLICE DEPARTMENT & EMERGENCY OPERATION CENTER

COUNCIL PROJECT UPDATE

01.12.2026

based on individual feedback 01.05.2026



BAL HARBOUR

- VILLAGE -

MAYOR

Seth E. Salver

VICE MAYOR

David Wolf

COUNCILMAN

Alejandro Levy

COUNCILMAN

Jeffry P Freimark

COUNCILMAN

Buzzy Sklar

VILLAGE MANAGER

Jorge M. Gonzalez

CAPITAL PROGRAM DIRECTOR

Matilde E. Reyes, RA

PROJECT MANAGER

Evelyn Iglesias

DESIGN ARCHITECT

WJArchitects

ARCHITECT OF RECORD

& MECHANICAL ENGINEER

Wolfberg Alvarez and Partners

LANDSCAPE ARCHITECT

CGA

STRUCTURAL ENGINEER

DDA

CIVIL ENGINEER

CGA

PARKING GARAGE CONSULTANT

Desman

LIGHTING DESIGNER

ARUP

LEED, Sustainability & Commissioning

CodeGreen

ACOUSTICS

Kean Acoustics Inc.

EXECUTIVE SUMMARY

AN ERA OF BUILDING THE PUBLIC REALM

Village Hall, Police Department & Emergency Operations Center

The following is a summation of over seven months of effort, working closely with members of the Village Hall and key stakeholders.

Addressed herein are project objectives, conceptual design approach, and key drivers for the vision of **the Bal Harbour Village Hall, Police Department and Emergency Operations Center (EOC)**.

Introduction

A continuation of a well-written story of Bal Harbour, this new chapter brings forth **an era of building the public realm**. Located along the primary street corridor of the Village, **this new state-of-the-art building** becomes an inclusive place for the community to *WORK WITH THEIR CITY GOVERNMENT AND ENGAGE IN CIVIC LIFE*. Providing public & private amenities with functions to support the Police Department, Building Department, Emergency Operation Center, Village Managers, and a Council Chamber, the building will serve as an urban catalyst for **public service** in Bal Harbour.

Project Objectives

- Create Public Places for Civic Use
- Create a civic center that feels connected to the Village and its neighbors
- Consolidation of the Police Department
- Provide a new Emergency Operations Center for PD and other Village Government departments

Engagement & Discovery

The design team engaged with Village Hall members and key stakeholders to gather information on the programmatic requirements for each Department and the goals for the public spaces. The architect engaged the departments with surveys and in-person interviews to develop the space program.

Concept Design

Key elements of the developed concept design:

- Engage the primary elevation along Collins Avenue
- Create a new **Civic venue for daily use and events**
- Develop a modern workplace for Village Departments enhancing synergy and collaboration between departments
- Engage the pedestrian realm with an **inviting and shaded landscape**

Project Consideration and Challenges

- **Narrow and angled site boundary**
- Multiple public facing building elevations
- Project sits at the intersection of multiple neighborhoods and land uses
- Merging uses with different security needs into a shared space
- Provide enough parking for staff and public use
- Accommodate FEMA flood elevations and a secure EOC within the high hazard coastal zone

SITE

CULTURAL DESTINATION



The **Bal Harbour Experience** is a distinctive feeling. It is one of South Florida's most desirable residential neighborhoods. A curated and refined community of uniqueness and elegance, it remains a cultural destination that will be enhanced by the artistic expression of the new **Village Hall and Police Department**.

CONTEXT ANALYSIS



1 Housing

Bal Harbour features both single-family homes and multi-family residences, offering a diverse range of housing options.



2 Site

Bal Harbour is home to luxury hotels, celebrated for their elegance, and oceanfront views.



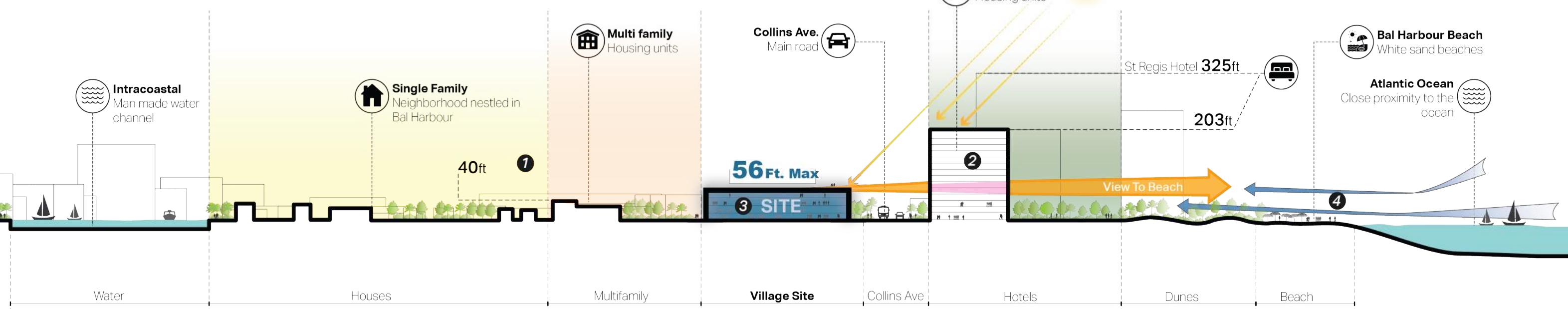
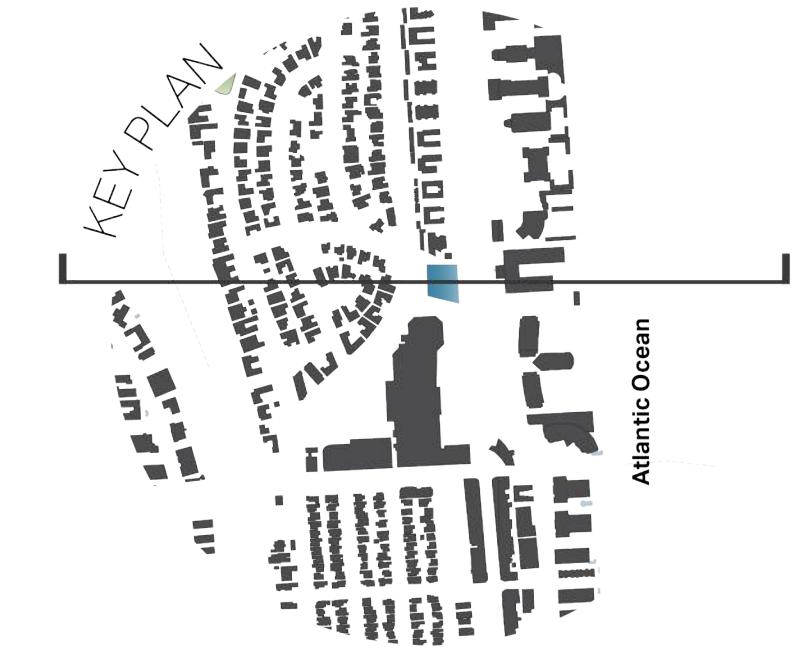
3 Site

Nestled in the heart of the city

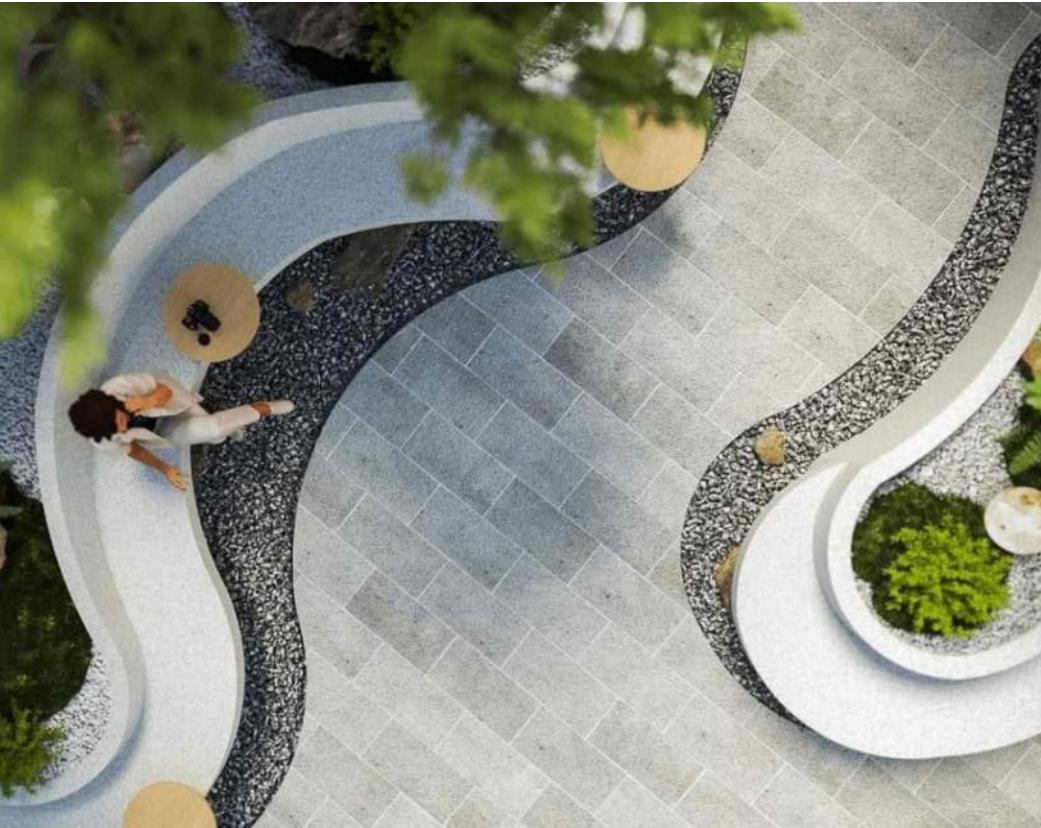


4 Beaches

Soft white sand, clear blue water, and a peaceful, uncrowded feel beach experience.



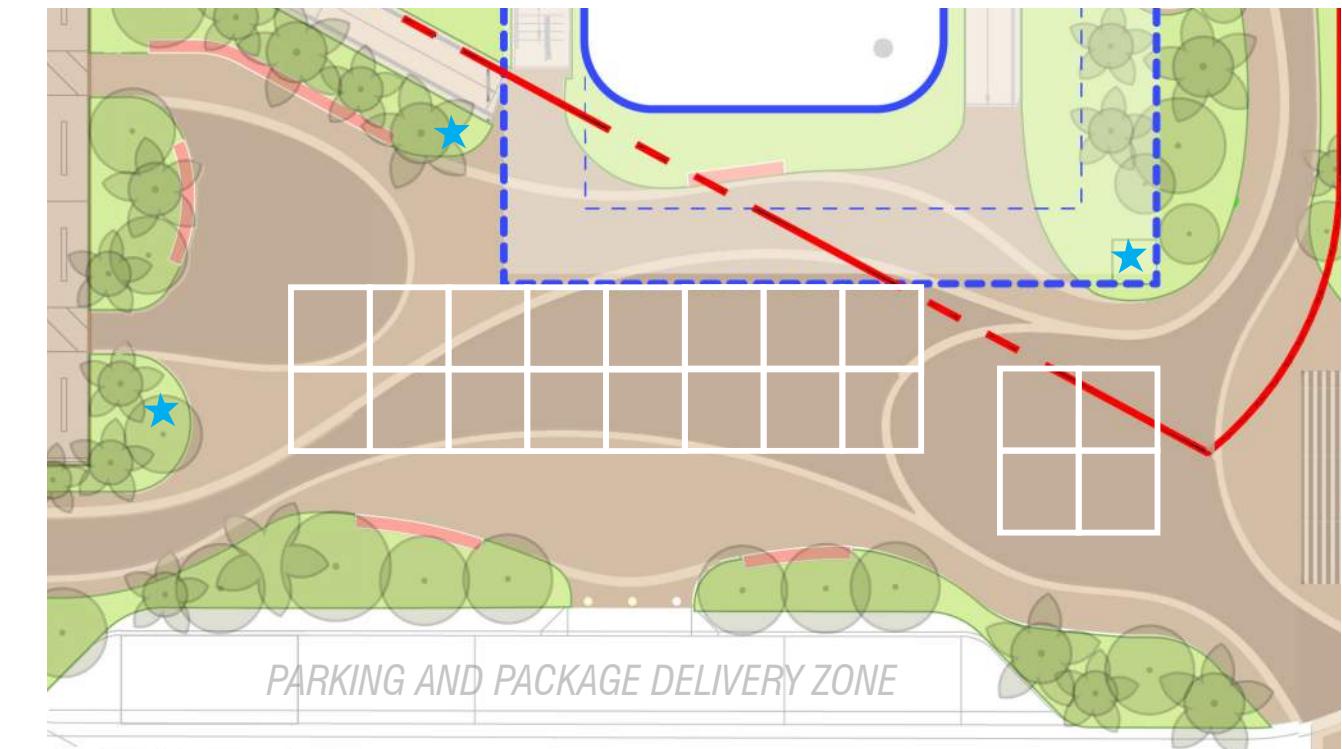
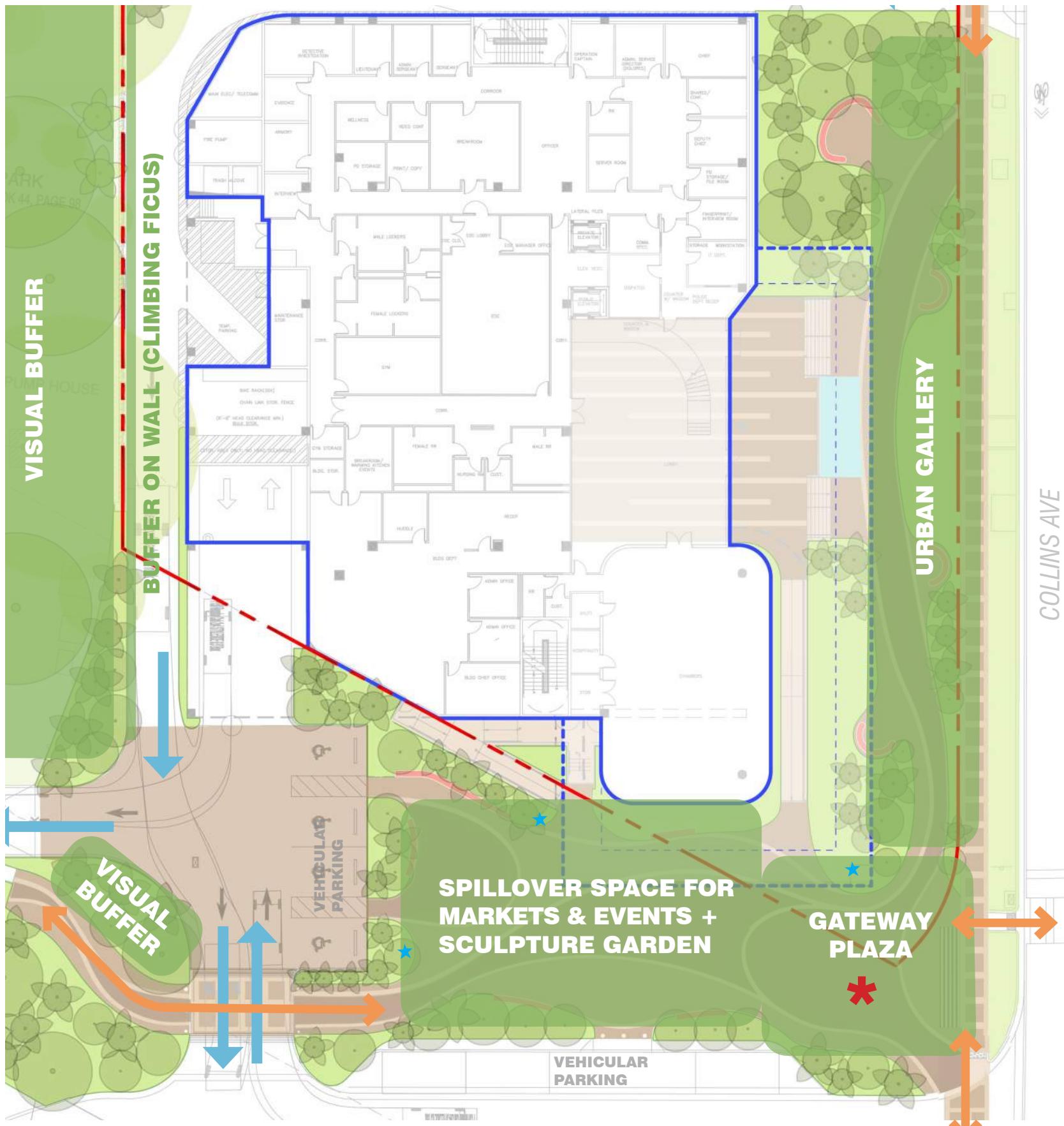
LANDSCAPE INSPIRATION



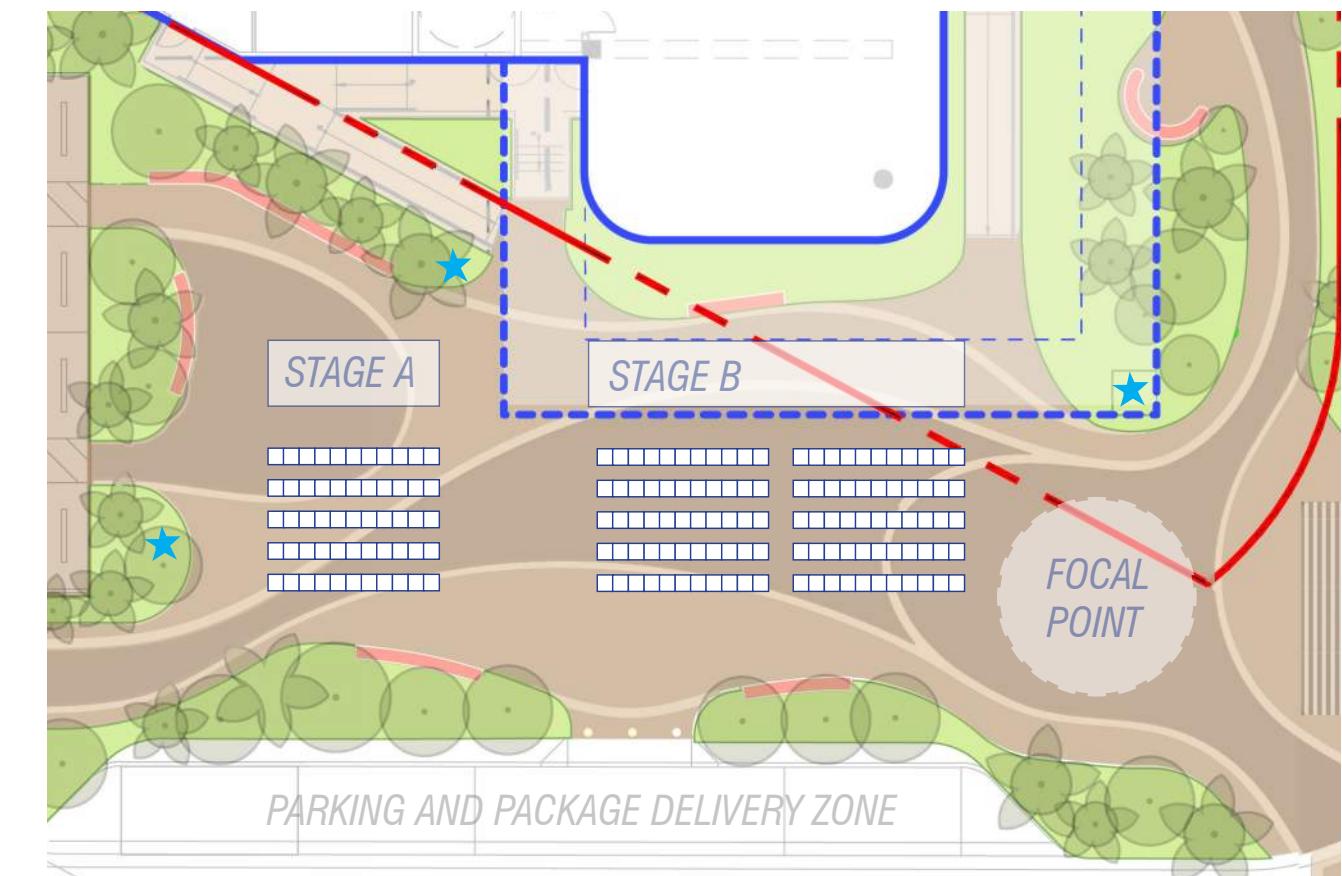
LANDSCAPE DIAGRAM



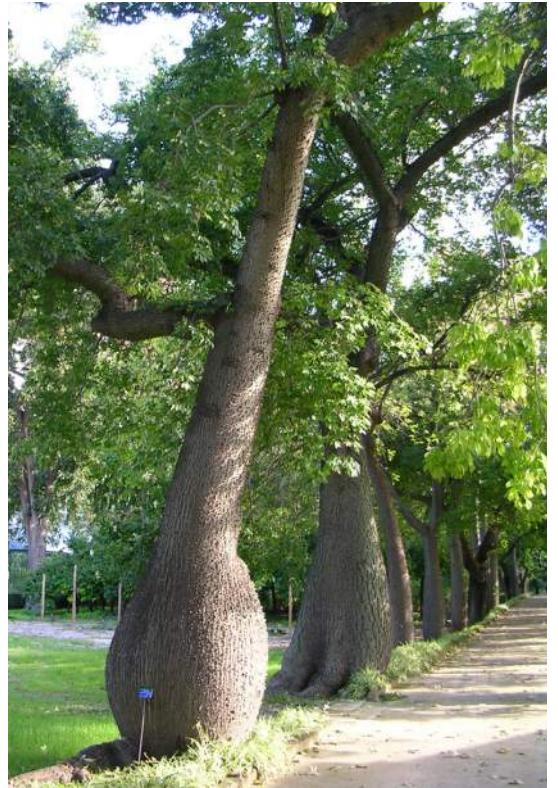
LANDSCAPE DIAGRAM



SCENARIO 01 FARMERS MARKET (20 TENTS)



PLANTING PALETTE



CEIBA
speciosa



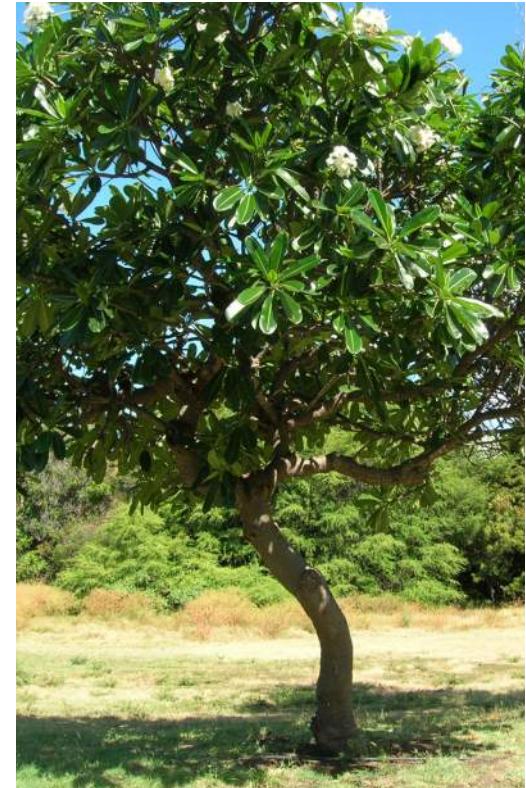
GUMBO LIMBO
Bursera simaruba



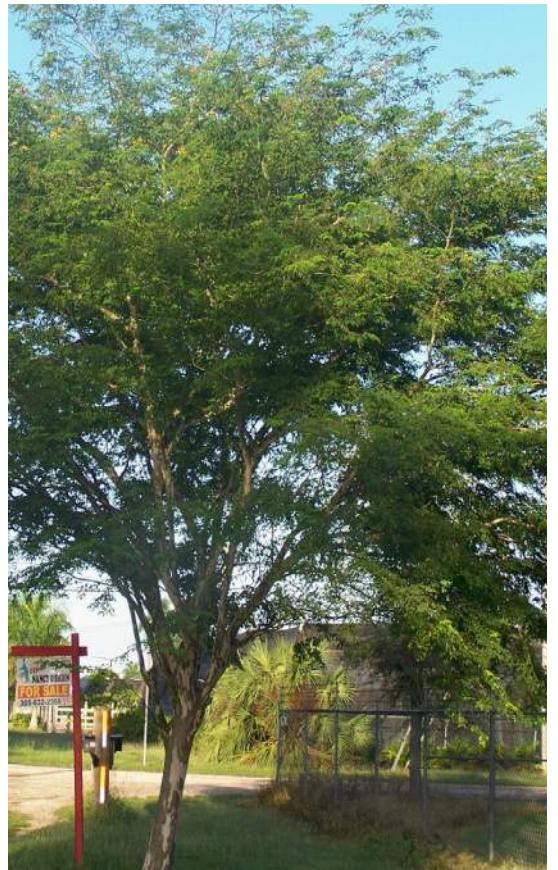
JAPANESE PRIVET
Ligustrum japonicum



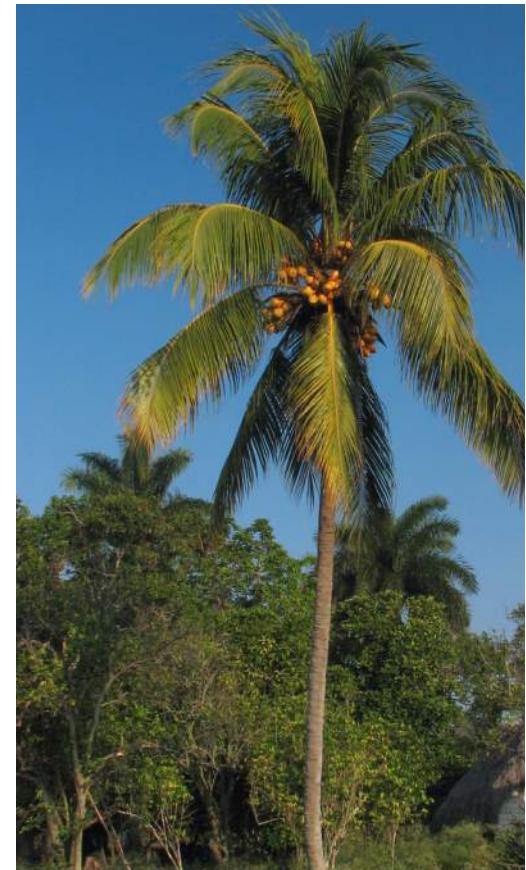
SPANISH STOPPER
Eugenia foetida



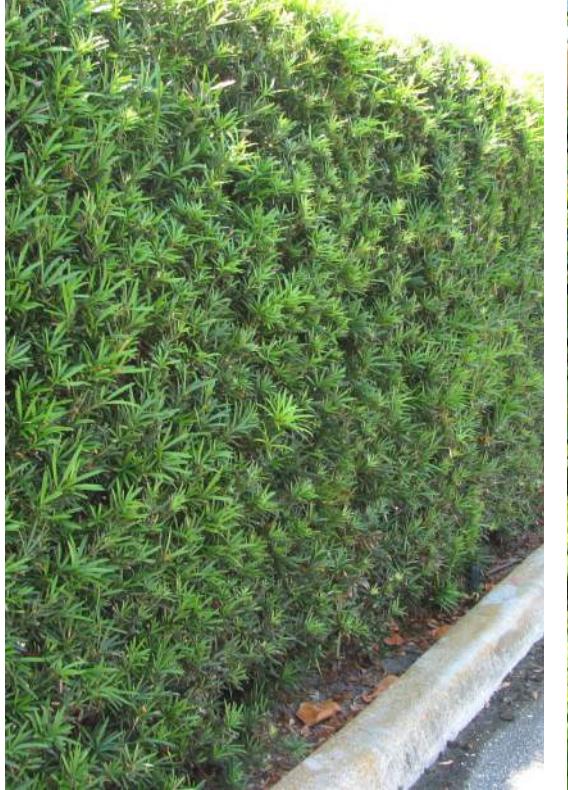
PLUMERIA OBTUSA
Singapore Frangipani



01.12.2026



PLANTING PALETTE



CARPUS
carpus macrophyllus



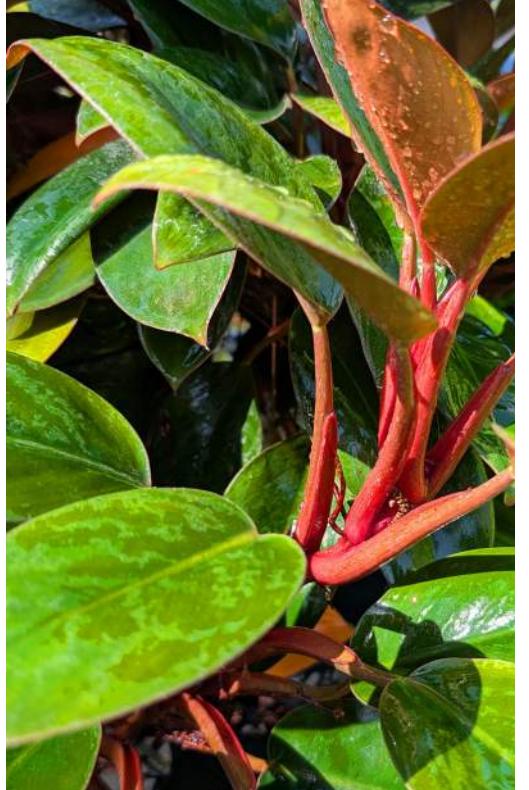
CLIMBING FIG
Ficus pumila



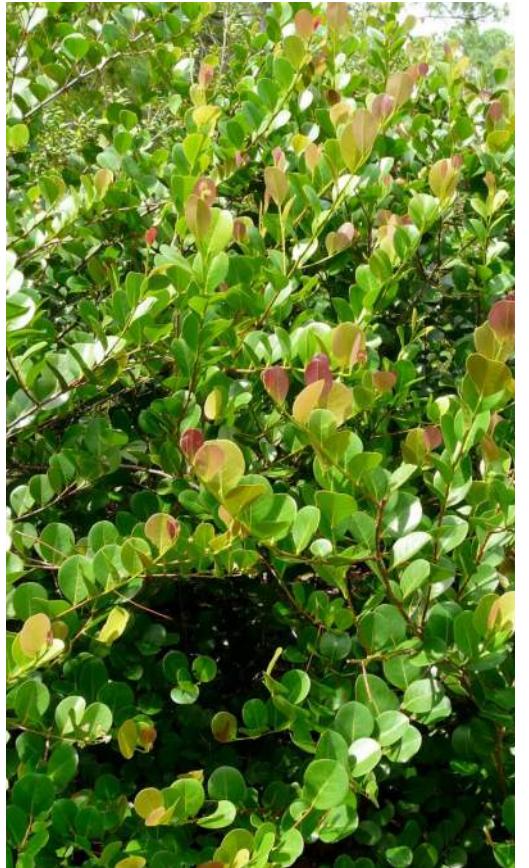
FLORIDA PEPEROMIA
Peperomia obtusifolia



GIANT PHILODENDRON
Philodendron 'Giganteum'



ROJO CONGO PHILODENDRON
Philodendron 'Rojo Congo'



ARCHITECTURE

AN ERA OF BUILDING THE PUBLIC REALM



CITY HALL, BODO, NORWAY

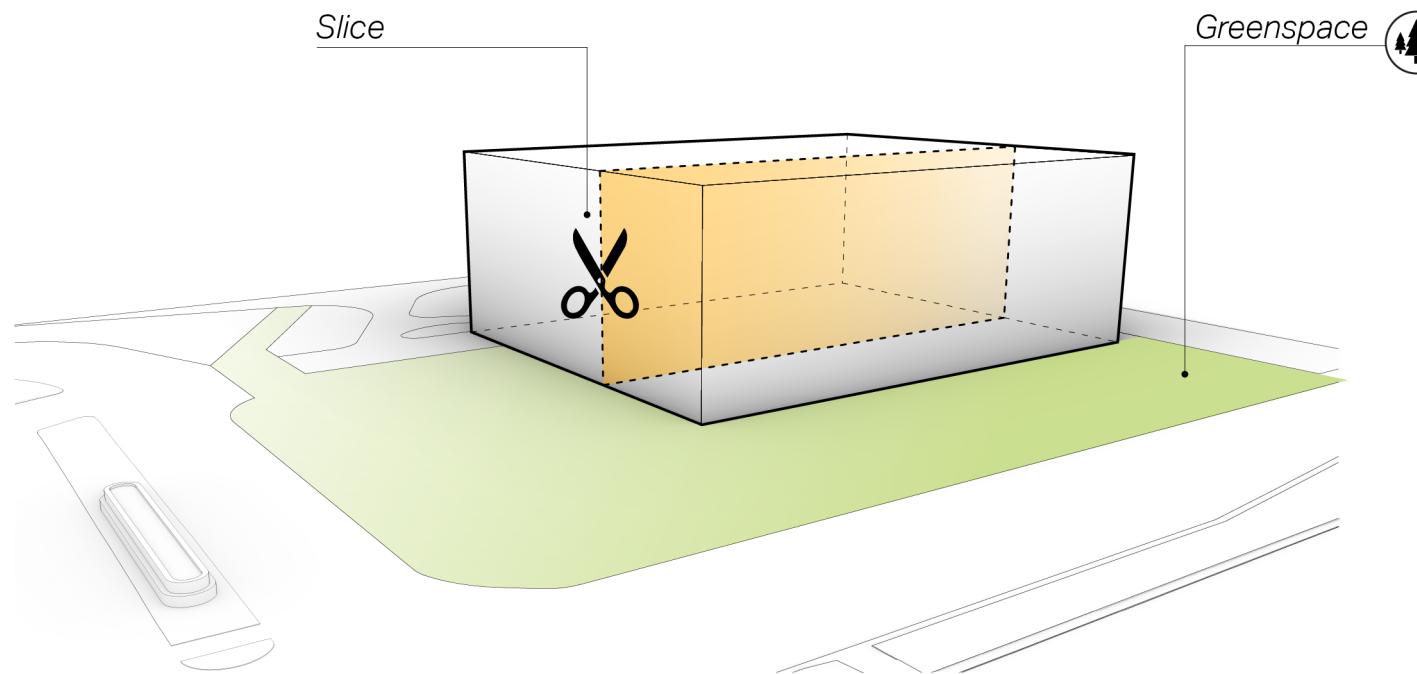


MALKOSKI HALL, GAINESVILLE

Welcoming in **an era of building the public realm**, the new building is an artistic expression that is a cultural center for the Village. The strong, rounded armor of the Council Chamber becomes the heart of the building that warmly embraces the community at a pedestrian scale. Transparent in nature with exposure to natural daylight and illuminated from within, it invites the community into its grand lobby for civic engagement. In support of the public, the unassuming architectural backdrop of solid stone panels shields the Village Departments with private and common spaces to become the **Bal Harbour Village Hall and Police Department**.

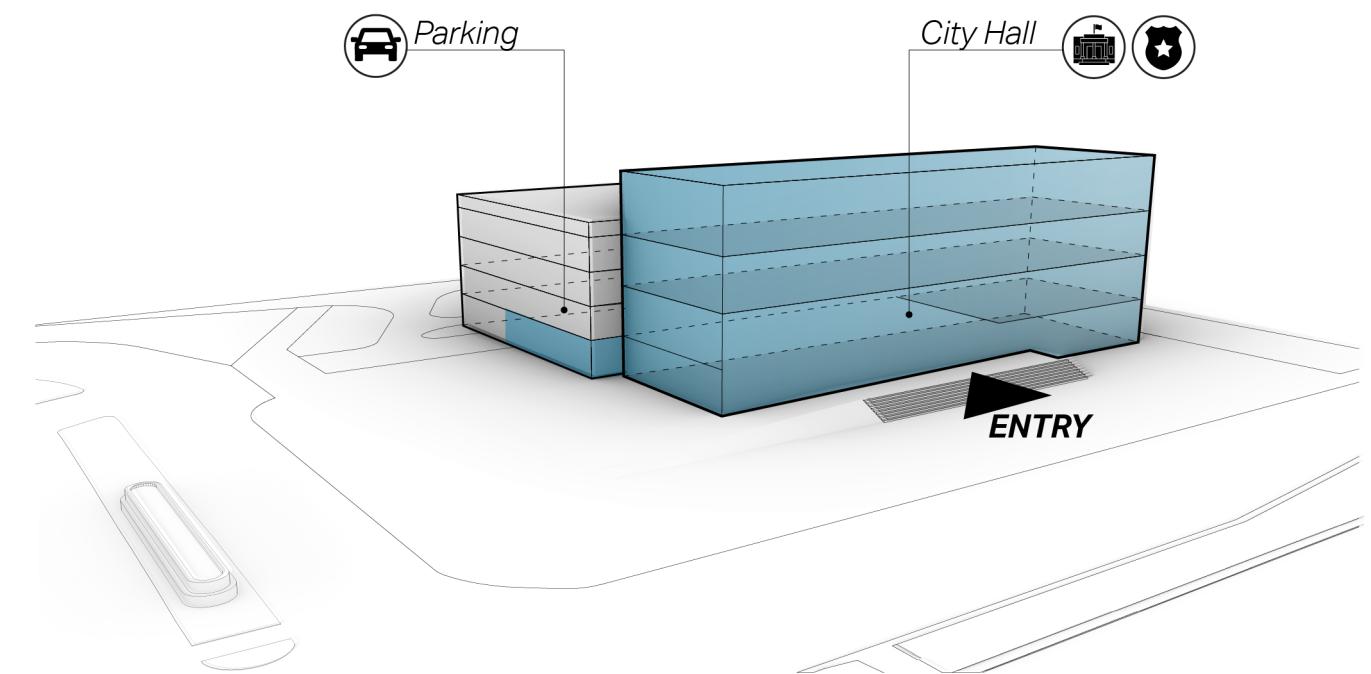


UF HONORS COLLEGE, HOUSING, GAINESVILLE



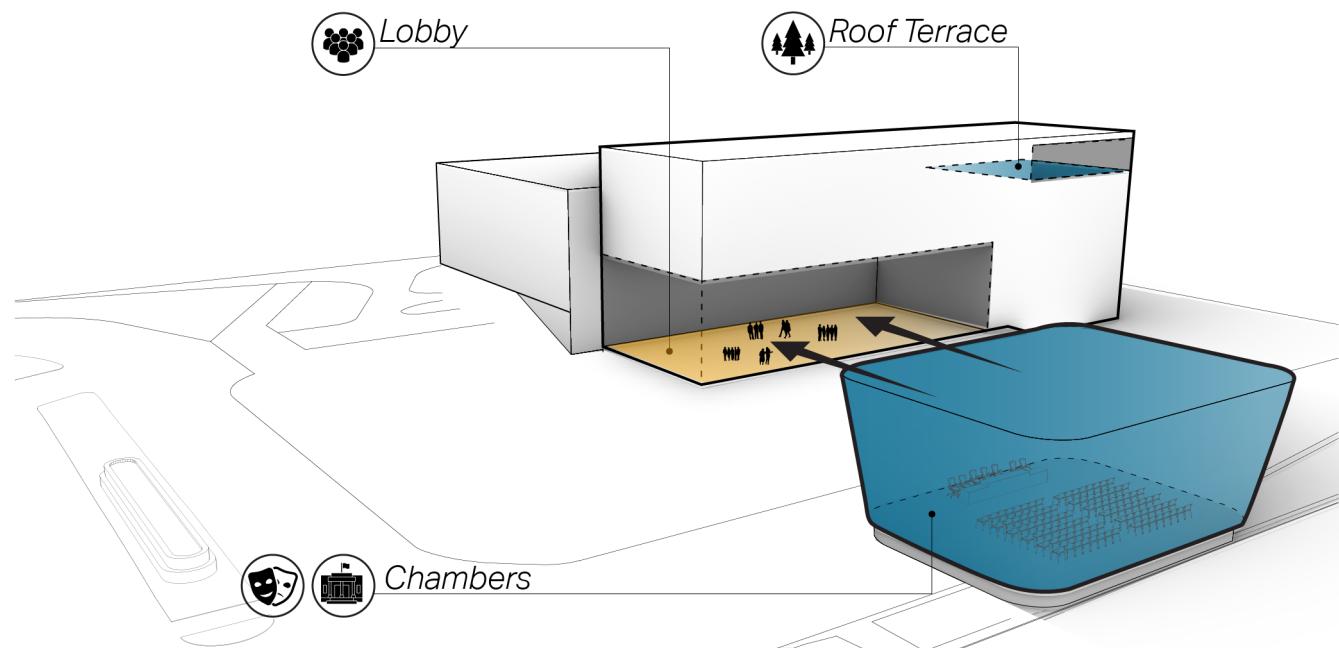
01 Initial Mass

Define building massing and green space



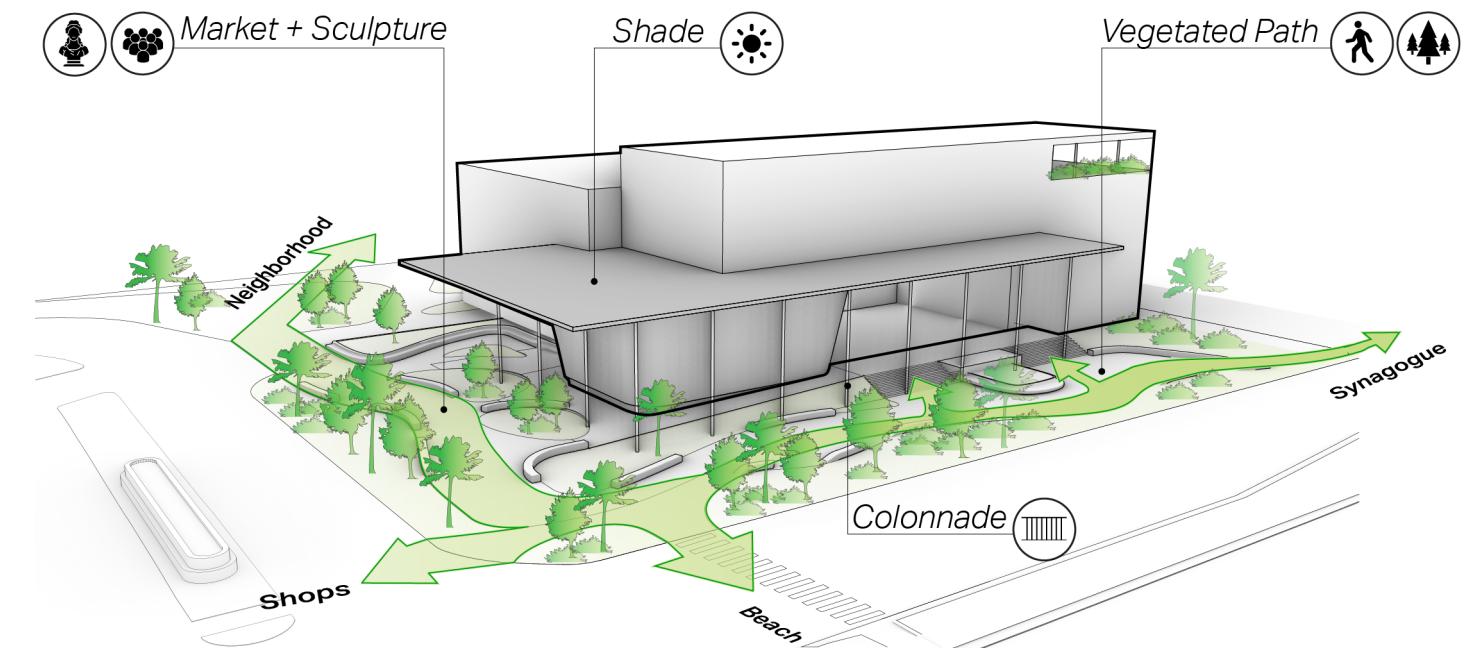
02 Parking & Building

Building and parking structures with defined entry



03 Chambers + Gathering Space

Lobby as gathering space and chamber is vessel



04 Shade + Plaza

Activate site with plaza and shade









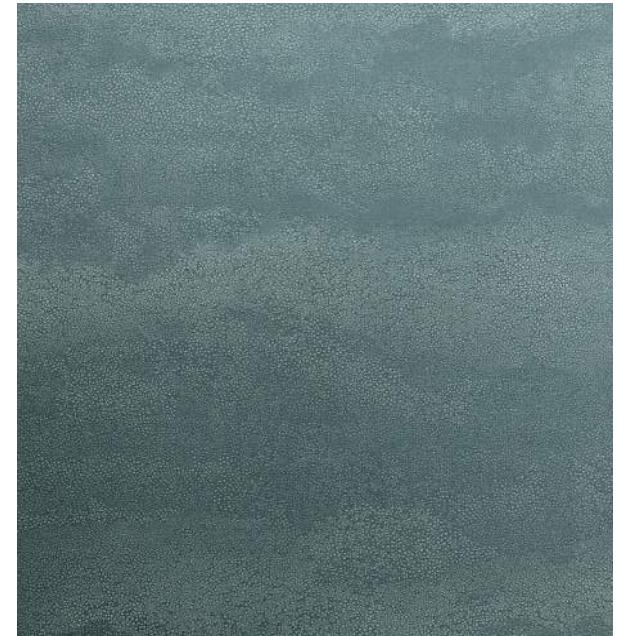
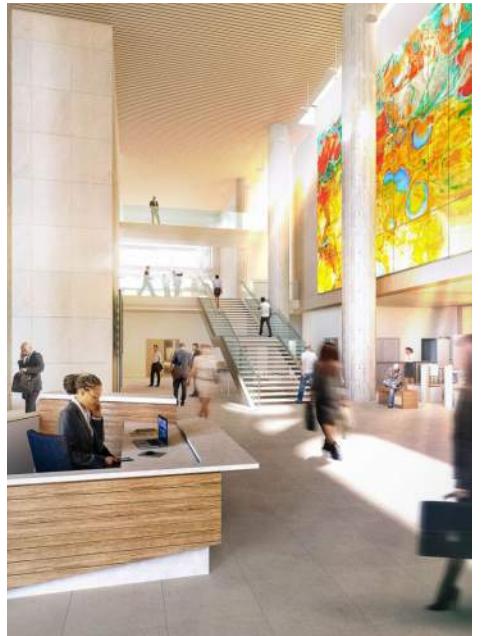


WEST ELEVATION STUDY



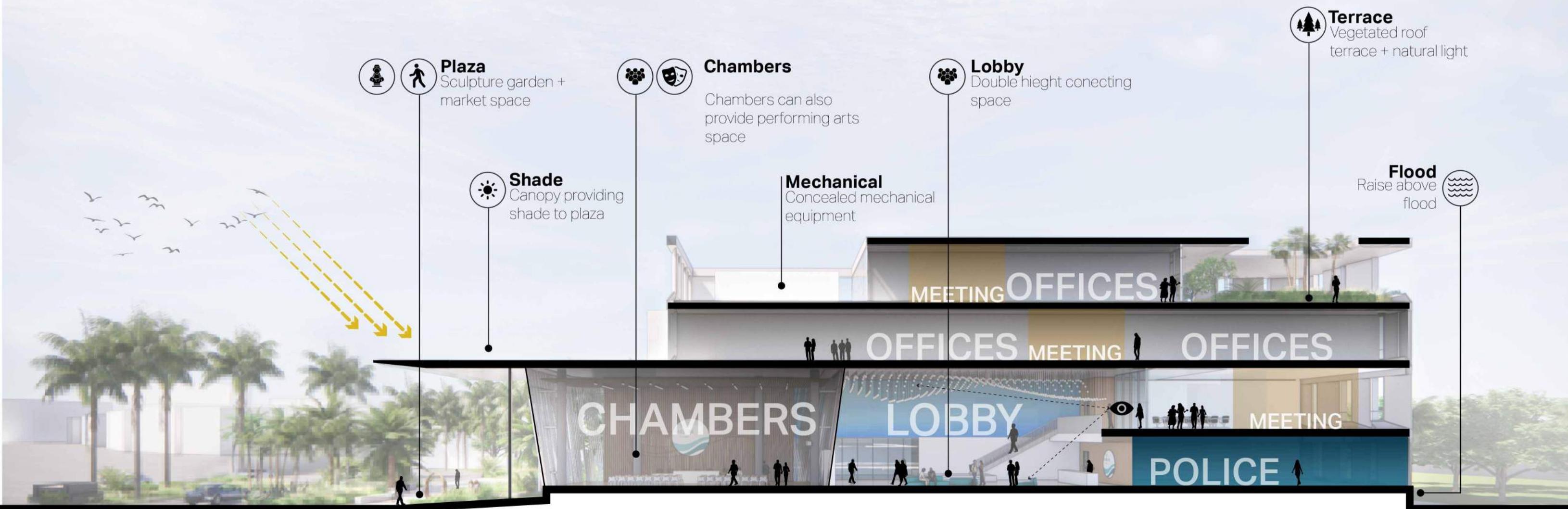
INTERIORS

AN ERA OF BUILDING THE PUBLIC REALM



The **Bal Harbour Experience** continues into a place where the community is welcomed to define a cultural experience through curated moments. Sophistication will be achieved through a balance of modern technology and timeless design. Drawing inspiration from **the natural beauty of the coast** that captures elements of sand, water, and sky, the interior architecture will incorporate sustainable materials, **creating environments that are both functional and artful**. Each space will offer a refined and thoughtful atmosphere that honors the Village Departments and in support of **the unique community of Bal Harbour**.

SECTION DIAGRAM

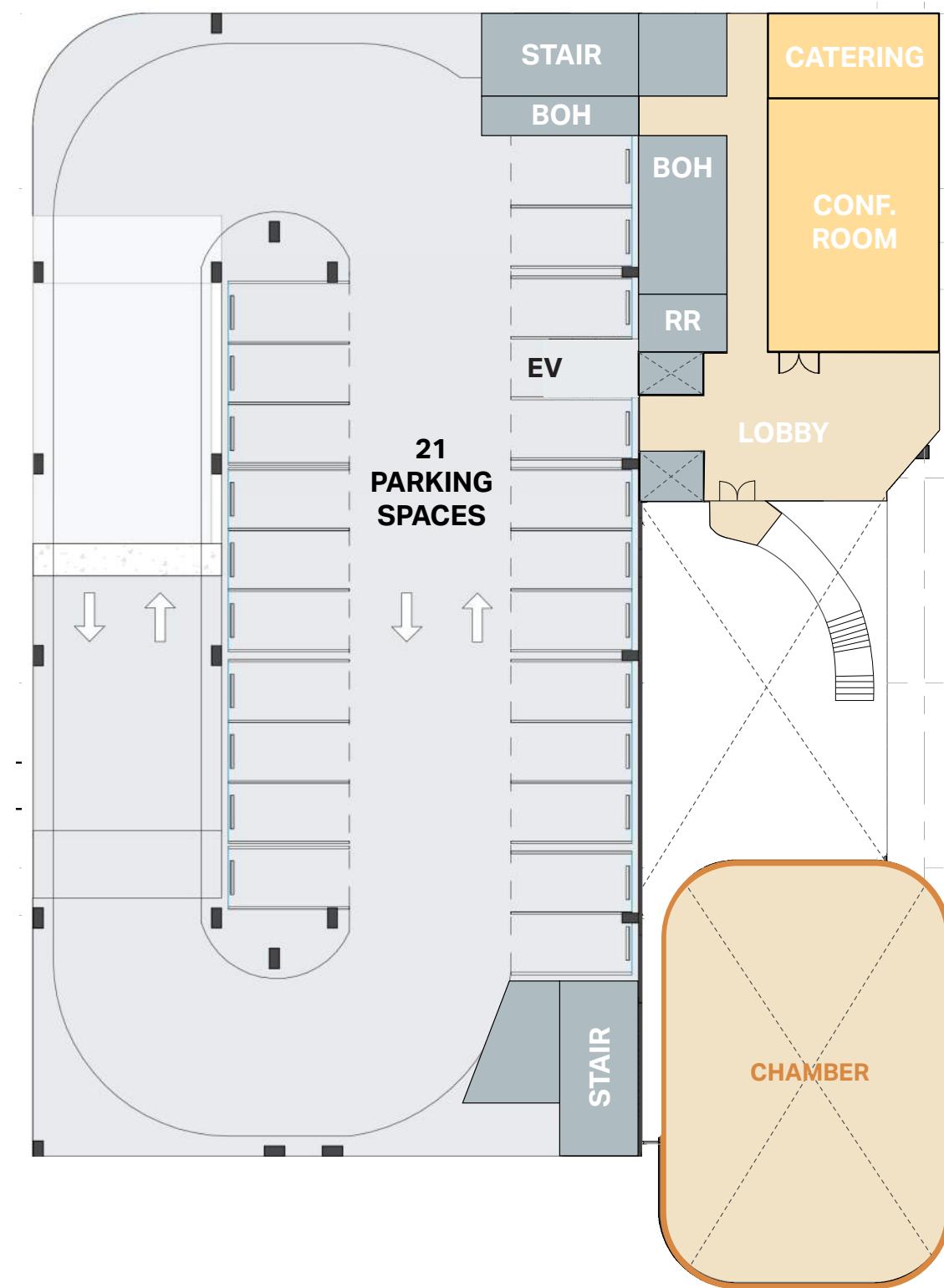
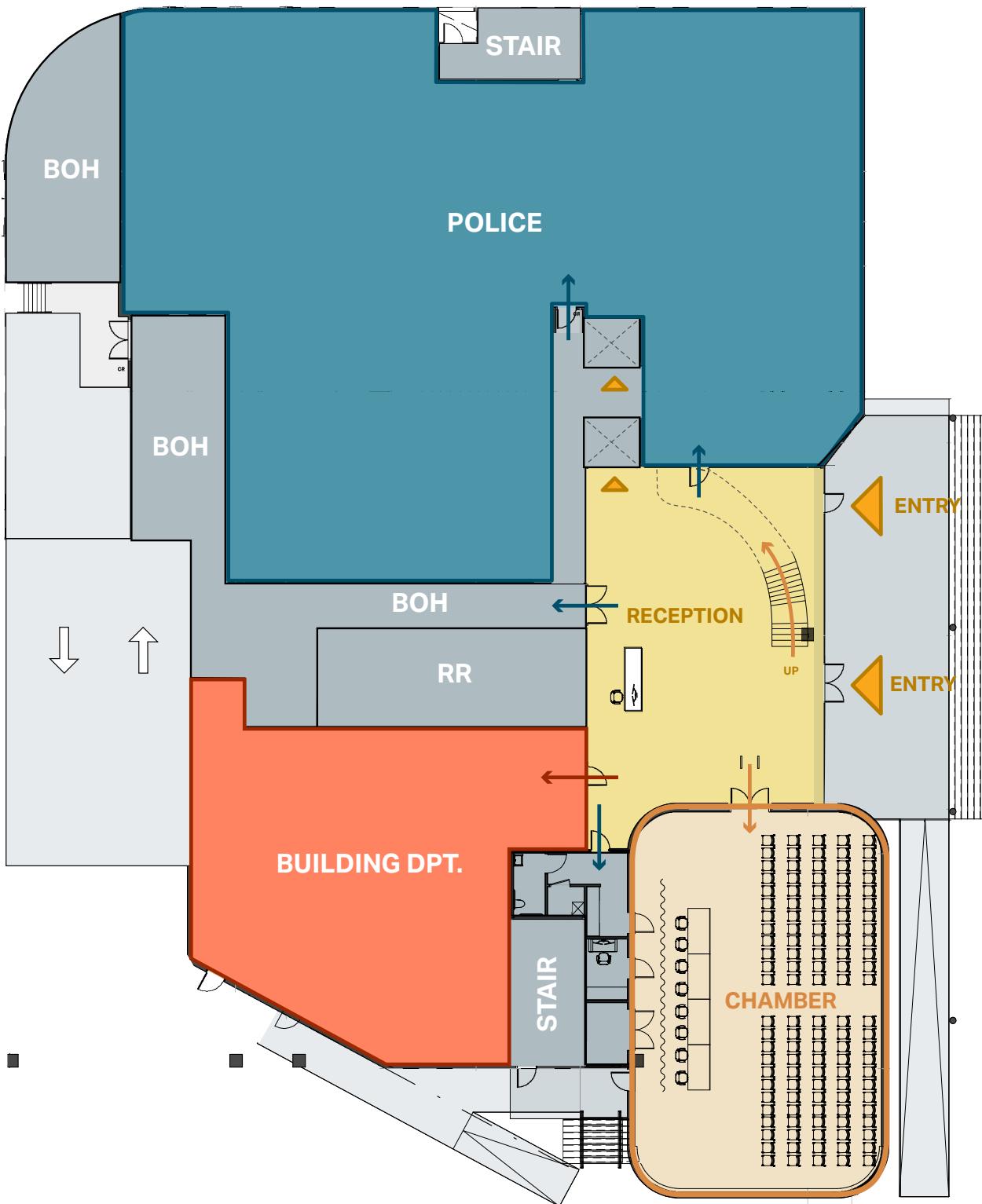




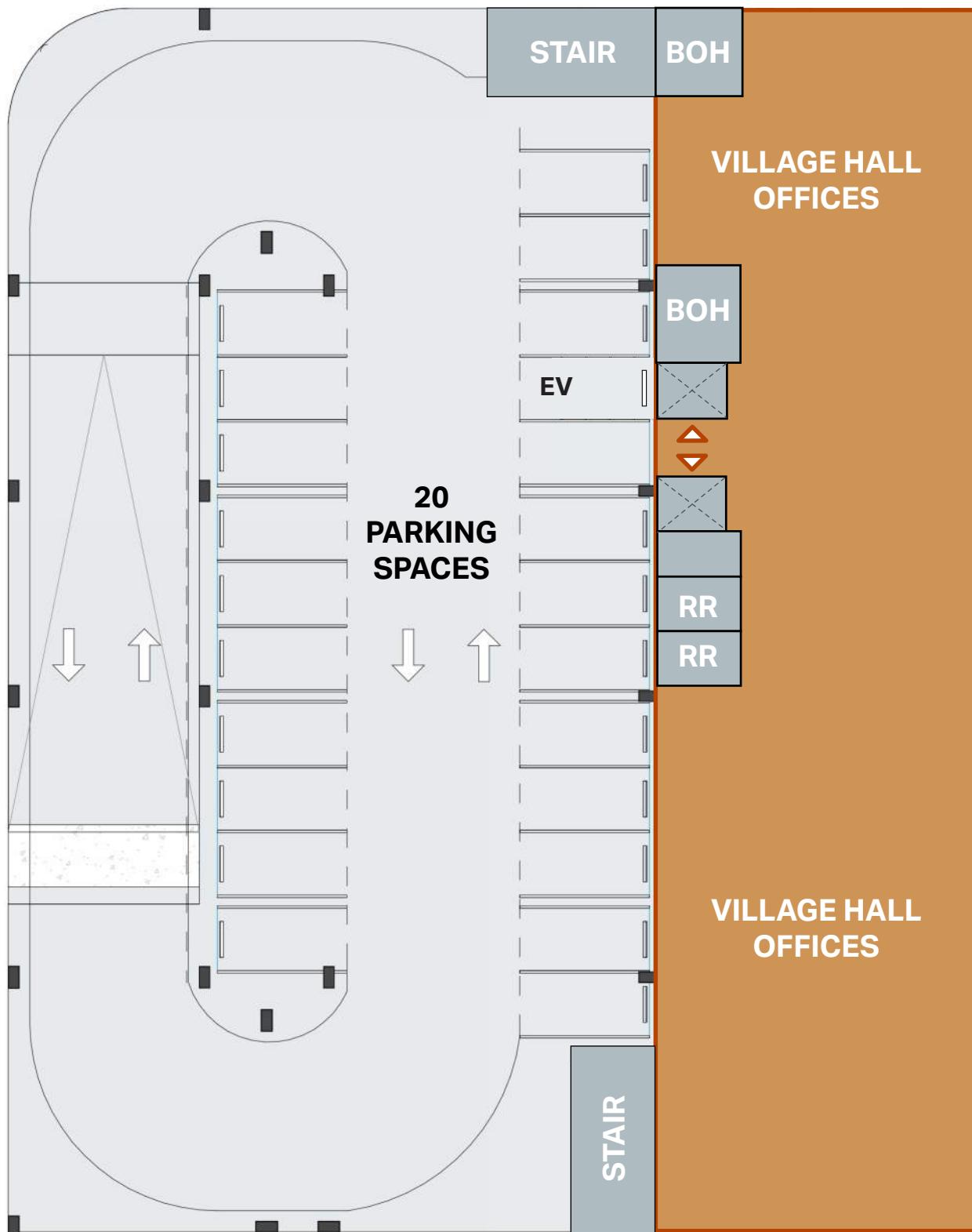




FLOOR PLANS

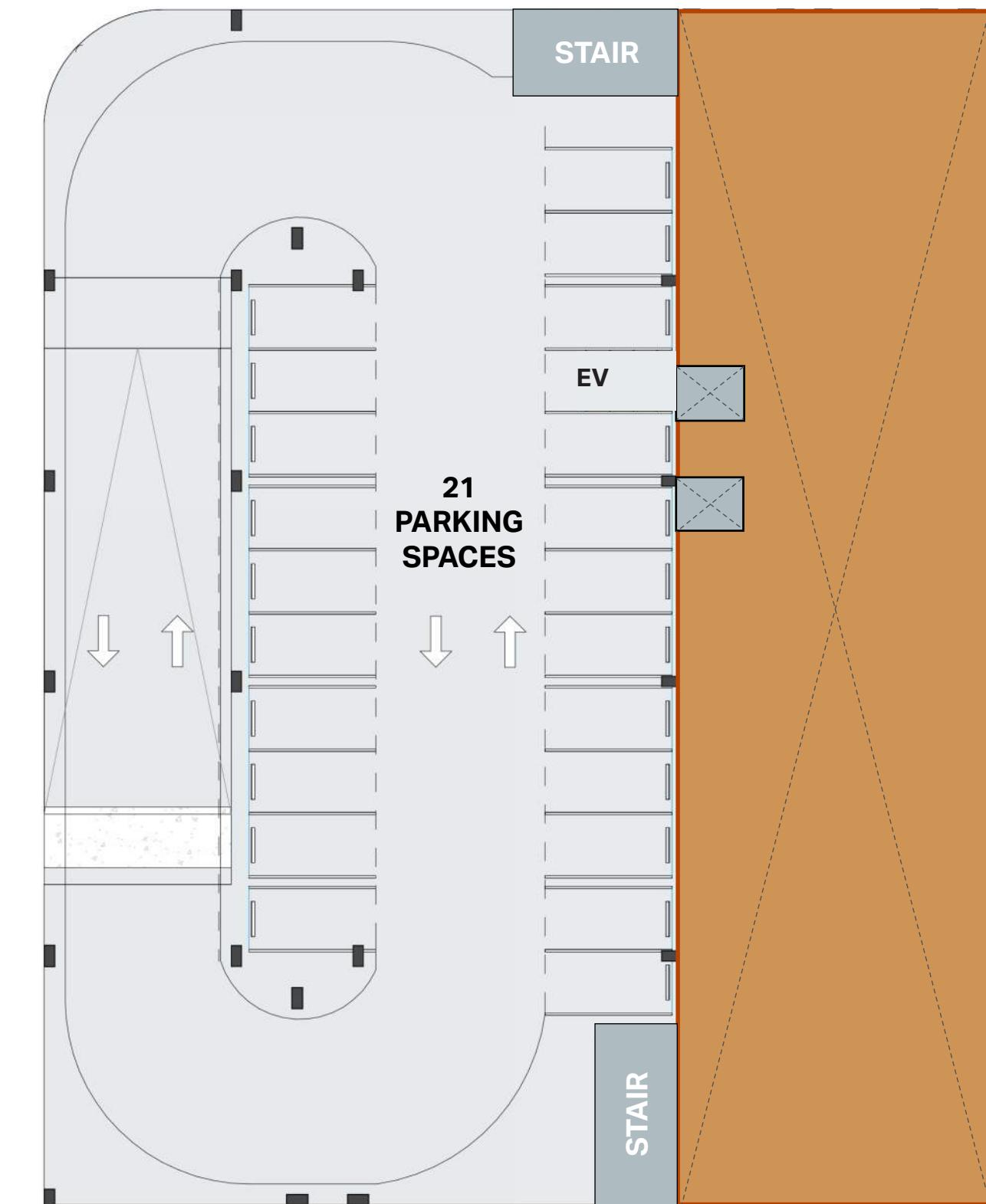


FLOOR PLANS

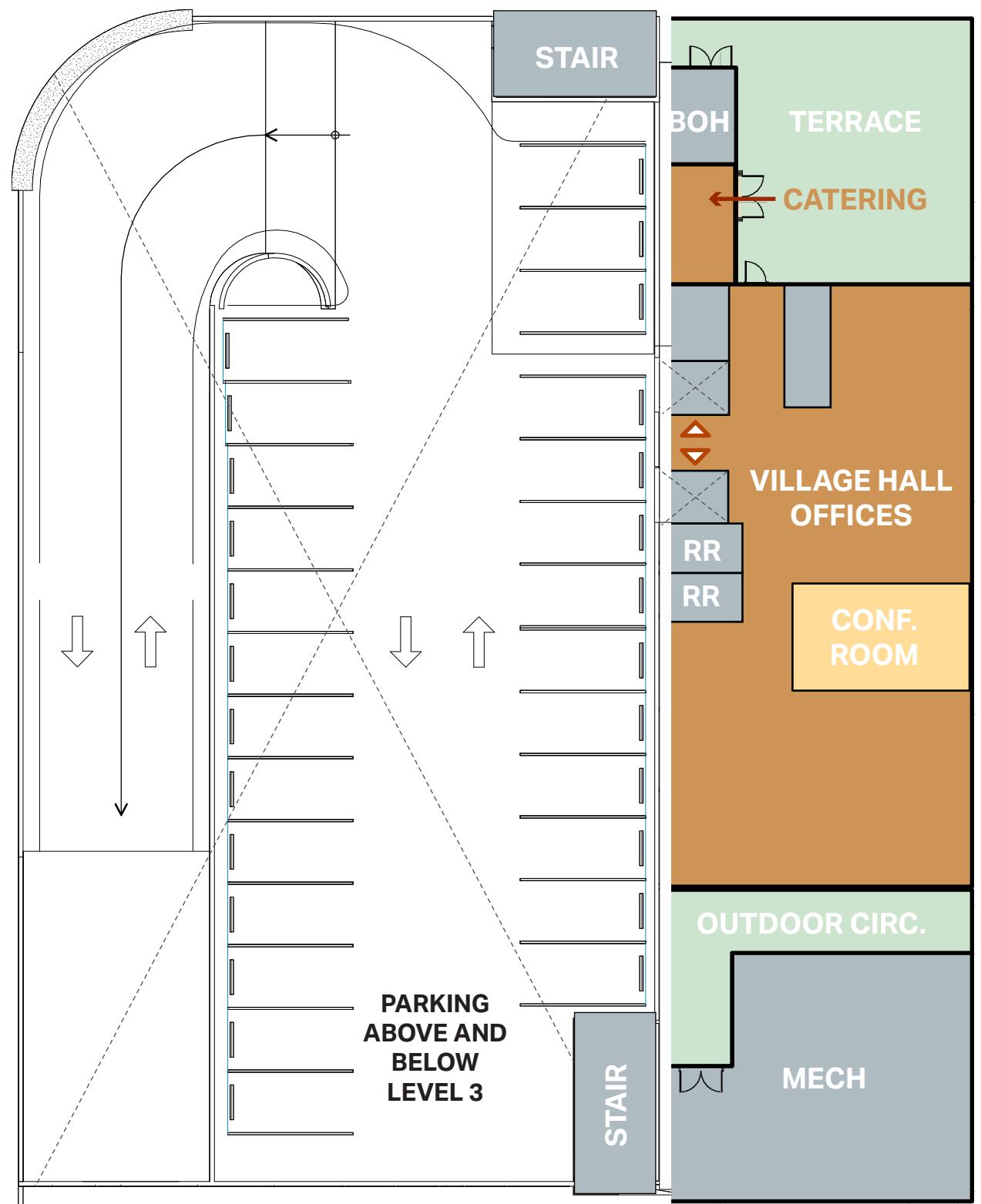


LEVEL2 / PARKING LEVEL 2

01.12.2026

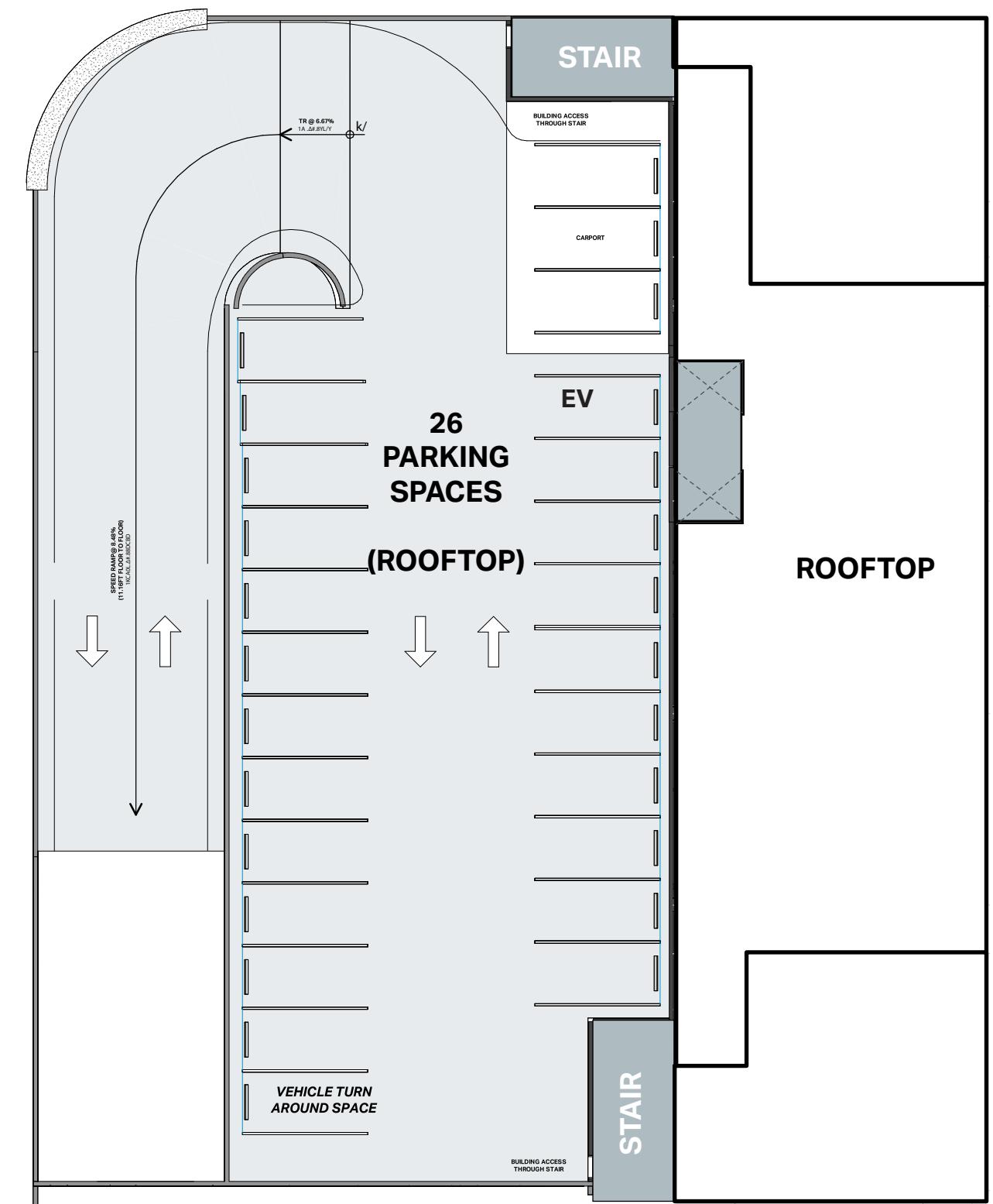


PARKING LEVEL 3 (SPLIT LEVEL)



LEVEL 3 (SPLIT LEVEL)

01.12.2026



PARKING LEVEL 4/ ROOFTOP (SPLIT LEVEL)



BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

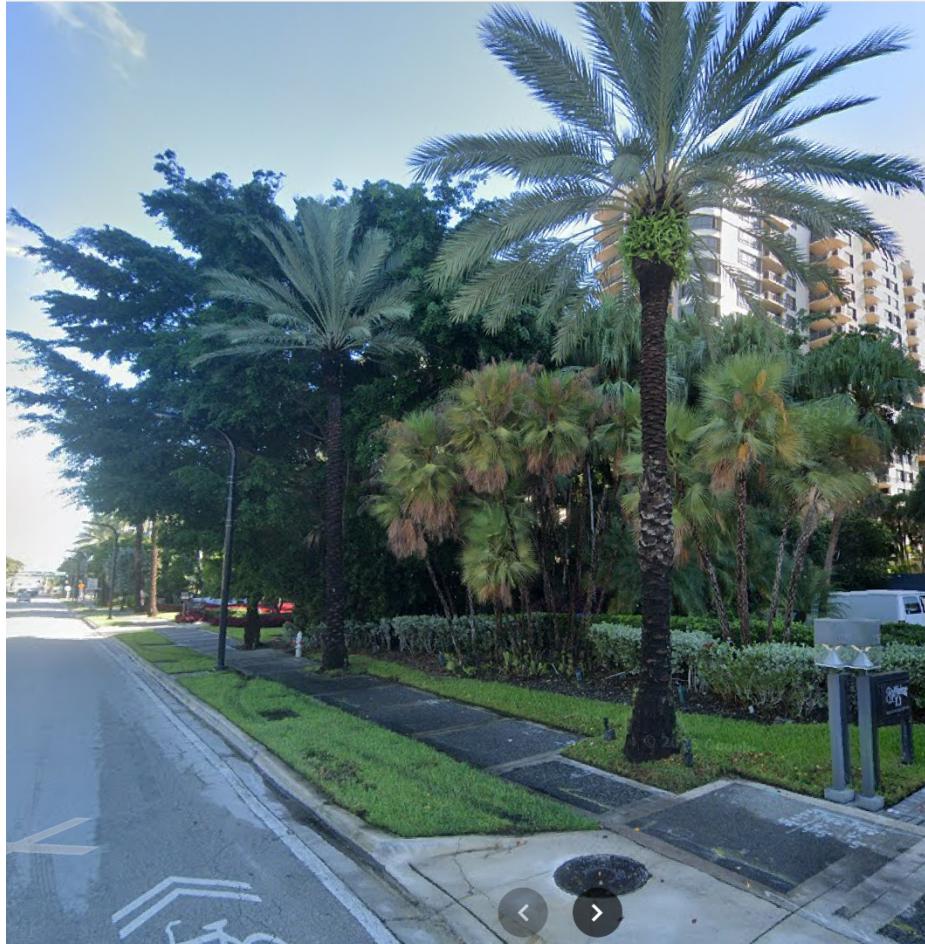
TO: Jorge M. Gonzalez, Village Manager

FROM: Seth E. Salver, Mayor

DATE: January 20, 2026

SUBJECT: **Discussion Regarding the Creation of a Scooter and E-Bike Dismount Zone on the East Side of Collins Avenue**

Please place an item on the January 20, 2026, Village Council Meeting Agenda for a discussion regarding the creation of a scooter and e-bike dismount zone on the east side of Collins Avenue.



BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: David Wolf, Vice Mayor

DATE: January 20, 2026

SUBJECT: **Discussion Regarding Prohibiting Electric Motor Vehicles on Beach Path.**

Please place an item on the January 20, 2026, Village Council Meeting Agenda for a discussion regarding prohibiting electric motor vehicles on beach path.



BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: January 20, 2026

SUBJECT: **Discussion Regarding Cars Loitering**

Please place an item on the January 20, 2026, Village Council Meeting Agenda for a discussion regarding cars loitering in the Village.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

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

DATE: January 14, 2026

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: January 12, 2026

RE: Monthly Report of Village Attorney for November and December 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 November and December, we completed our work for the November and December Council meeting agendas, attended the meetings, and began to review, advise, and prepare documents for agenda items for the January Council meeting agenda. We prepared for and attended the November and December ARB meetings, weekly staff meetings and the monthly agenda review and after action meetings.

Specific additional matters included:

- We conferred with staff, and reviewed and responded to correspondence concerning multi-agency support team agreement with peer agencies.
- We conferred with staff, researched state law on sole source awards, and reviewed and analyzed sole source letter from vendor (Motorola contract).
- We analyzed inquiries regarding authority to enter into agreements pursuant to prior Council approvals vs. need for additional approvals.
- We conferred with staff, reviewed and analyzed Kent Securities complaint and various correspondence from Kent Securities' legal counsel, and achieved a resolution to this claim.
- We analyzed federal legislation tied to certified recovery residences, reviewed draft ordinance language, and began drafting statutorily required ordinance.
- We conferred with staff and examined a Beach Haus inquiry.
- We continued to work on documentation of the One Bal Harbour agreements.
- We addressed a red light camera citation.

- We researched, reviewed, conferred and corresponded re several aspects of the Shops' performance of the development agreement.
- We met with client and followed up to discuss issues with the City of Miami Beach connection fees.
- We conferred with staff, drafted correspondence, and followed up regarding status of Oceana improvements and escrow.
- We drafted correspondence regarding pending inquiries related to Shops/Fairfield property.
- We conferred and drafted correspondence concerning potential sewer agreement with Village of Indian Creek.
- We conferred with Village Clerk and drafted correspondence concerning ethics training requirements. We conferred with staff concerning gift disclosure requirements relative to tickets to charitable fundraisers. We provided advice regarding Form 1 enforcement measures.
- We conducted research, conferred with staff and drafted opinion concerning a request by MDC Supervisor of Elections to display Village seal.
- We reviewed and analyzed an appellate court opinion on the use of building fees.

Additional Services

For the Dade County PBA Collective Bargaining matter, we reviewed and responded to correspondence concerning Waisman pay settlement, and reviewed and responded to Manager's office concerning pending police personnel issues.

For Zyscovich Architects matter, we reviewed responses related to door leak issues; communicated with staff concerning utilizing expert on stucco issues; reviewed and drafted correspondence concerning directives; reviewed multiple correspondence from expert; attended meetings with client and expert; prepared for and attended an extensive settlement meeting with architects, consultants and clients; and attended to follow up from that meeting.

For Live Local Act matter, we conferred with staff and litigator concerning new lawsuit alleging a regulatory taking and worked with assigned insurance counsel on that case, including review of motion to dismiss; we conferred with all litigators re litigation strategy and default strategy; conferred with staff and finalized a letter providing notice of default of the development agreement, reviewed response to same, and drafted a further notice of default; reviewed correspondence and conferred with litigator concerning potential lifting of stay; reviewed motion and responses and considered strategy re deposit into court registry; conferred with staff and reviewed and responded to a letter regarding the SB 180 demand; conferred and evaluated potential responses re letter addressing Harris Act; prepared for and attended the executive sessions; conferred with staff concerning strategy on default; reviewed response regarding motion to dismiss taking case.