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
May 19, 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 Presentation - Miami-Dade Fire Rescue 2025 Service Delivery

PA2 Presentation - Freebee On-Demand Transportation Update
Freebee On-Demand Transportation Update Presentation ADA.pdf

PA3 Presentation - Government Affairs Update by Groisman LLC

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6 Approval of Minutes
VillageCouncil-RegularCouncilMeetingMinutes_April20_2026.pdf
VillageCouncil-SpecialMeetingMinutes_April27_2026.pdf

C7 – RESOLUTIONS

C7A Resolution Approving 2026 Independence Day Celebration Event Services
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH BEACHSIDE EVENTS FOR

EVENT PRODUCTION SERVICES FOR THE 2026 INDEPENDENCE DAY CELEBRATION IN AN AMOUNT OF SEVENTY-NINE THOUSAND EIGHT HUNDRED TEN DOLLARS ($79,810); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - 2026 Independence Day Celebration Event Services ADA.pdf
Memorandum - 2026 Independence Day Celebration Event Services ADA.pdf
Resolution - 2026 Independence Day Celebration Event Services ADA.pdf
Attachment - Agreement Beachside ADA.pdf
Attachment - Exhibit A - BeachSide Events ADA.pdf

C7B Resolution Authorizing Purchase of Additional Chairs for Bal Harbour Waterfront Park

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE PURCHASE OF CHAIRS AND CHAIR CARTS FROM PRADERE FOR USE AT BAL HARBOUR WATERFRONT PARK IN THE AMOUNT OF $22,294.32; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Additional Chairs for Bal Harbour Waterfront Park ADA.pdf
Memorandum - Additional Chairs for Bal Harbour Waterfront Park ADA.pdf
Resolution - Additional Chairs for Bal Harbour Waterfront Park ADA.pdf
Attachment - Quote Pradere ADA.pdf

C7C Resolution Ratifying Payment for Founders Circle Sidewalk Improvements

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE PAYMENT TO HOMESTEAD CONCRETE AND DRAINAGE, INC., IN THE AMOUNT OF $71,000, INCLUSIVE OF CONTINGENCY, FOR SIDEWALK DEMOLITION AND DECORATIVE SIDEWALK INSTALLATION AT THE FOUNDERS CIRCLE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Item Summary - Founders Circle Sidewalk Improvements ADA.pdf
Memorandum - Founders Circle Sidewalk Improvements ADA.pdf
Resolution - Founders Circle Sidewalk Improvements ADA.pdf

C7D Resolution Approving BHCA Park Drive Landscape Concept Design Services

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING TASK AGREEMENT #2 BETWEEN BAL HARBOUR VILLAGE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PARK DRIVE LANDSCAPE CONCEPT DESIGN SERVICES UNDER THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL AND CONSULTING SERVICES DATED NOVEMBER 6, 2024; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS ($21,955); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE TASK AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - BHCA Park Drive Landscape Concept Design Services ADA.pdf
Memorandum - BHCA Park Drive Landscape Concept Design Services ADA.pdf
Resolution - BHCA Park Drive Landscape Concept Design Services ADA.pdf
Attachment - BHCA Board Meeting Minutes ADA.pdf
Attachment - Landscape Concept Design ADA.pdf
Attachment - Landscape Concept Design Work Plan ADA.pdf

C7E Resolution Approving BHCA Park Drive Boundary & Topographic Survey Services

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 APT CONSTRUCTION SERVICES, INC. FOR A BOUNDARY AND TOPOGRAPHIC SURVEY AND AN ENVIRONMENTAL TREE SURVEY OF THE PARK DRIVE TRACTS IN BLOCKS 7 AND 8; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS ($22,715); AUTHORIZING THE VILLAGE MANAGER TO PROCESS PAYMENT TO APT CONSTRUCTION SERVICES, INC. FOR COSTS INCURRED IN CONNECTION WITH SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - BHCA Park Drive Boundary & Topographic Survey Services ADA.pdf
Memorandum - BHCA Park Drive Boundary & Topographic Survey Services ADA.pdf
Resolution - BHCA Park Drive Boundary & Topographic Survey Services ADA.pdf
Attachment - BHCA Board Meeting Minutes 030926 BH Village ADA.pdf
Attachment - APT Estimate No 2026-0211 Topographic Survey ADA.pdf
Attachment - APT Estimate No 2026-0213 Environmental Survey ADA.pdf
Attachment - BHCA Park Drive Survey Proposals Summary ADA.pdf

R5 – ORDINANCES

R5A Ordinance Amending R-1 and R-2 Zoning Regulations for Lot Splits (Second Reading)

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21, "ZONING," TO REGULATE LOT SPLITS BY ESTABLISHING MINIMUM LOT SIZE AND WIDTH STANDARDS IN THE R-1 AND R-2 SINGLE-FAMILY RESIDENTIAL DISTRICTS AND PROVIDING CONSISTENT DENSITY LIMITS; PROVIDING FOR SEVERABILITY, CONFLICTS, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

Item Summary - Amending R-1 and R-2 Zoning Regulations for Lot Splits ADA.pdf
Memorandum - Amending R-1 and R-2 Zoning Regulations for Lot Splits ADA.pdf
Ordinance - Amending R-1 and R-2 Zoning Regulations for Lot Splits ADA.pdf
Attachment - BHV Staff Report R-1 R-2 SFR Lot Size LDR ADA.pdf
Business Impact Statement - Amending R-1 and R-2 Zoning Regulations for Lot Splits ADA.pdf

R5B Ordinance Amending RM-5 Zoning Regulations for Municipal Buildings (Second Reading)

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO MODIFY REGULATIONS APPLICABLE TO MUNICIPAL BUILDINGS AND USES IN THE RM-5 MULTIPLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Item Summary - Amending RM-5 Zoning Regulations for Municipal Buildings ADA.pdf
Memorandum - Amending RM-5 Zoning Regulations for Municipal Buildings ADA.pdf
Ordinance - Amending RM-5 Zoning Regulations for Municipal Buildings ADA.pdf
Attachment - Exhibit A - Planning Memorandum Analysis (Michael Miller, AICP) ADA.pdf
Attachment - Exhibit B - Legal Analysis ADA.pdf

R5C Ordinance Amending Architectural Review Board Procedures for R-1, R-2, and PC Districts (First Reading)
AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES TO MODIFY PROCEDURES AND REGULATIONS APPLICABLE TO THE ARCHITECTURAL REVIEW BOARD; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.
Item Summary - Amending ARB Procedures for R-1, R-2 & PC Districts ADA.pdf
Memorandum - Amending ARB Procedures for R-1, R-2 & PC Districts ADA.pdf
Ordinance - Amending ARB Procedures for R-1, R-2 & PC Districts ADA.pdf
Business Impact Statement - Amending ARB Procedures for R-1, R-2 & PC Districts ADA.pdf

R5D Ordinance Amending Single-Family Garage Entry Requirements (First Reading)
AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO REMOVE GARAGE ENTRY REQUIREMENTS AND TO AMEND REQUIREMENTS FOR PARKING AND IMPERVIOUS SURFACE IN THE SINGLE-FAMILY RESIDENTIAL DISTRICTS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.
Item Summary - Amending Single-Family Garage Entry Requirements ADA.pdf
Memorandum - Amending Single-Family Garage Entry Requirements ADA.pdf
Ordinance - Amending Single-Family Garage Entry Requirements ADA.pdf
Business Impact Statement - Amending Single-Family Garage Entry Requirements ADA.pdf

R5E Ordinance Amending Standards for Walls, Fences, Hedges, and Projections (First Reading)
AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO REVISE STANDARDS FOR HEDGES, WALLS, FENCES AND PROJECTIONS INTO SETBACKS, AND TO INCREASE THE MAXIMUM HEIGHT AND REVISE THE MEASUREMENT OF HEIGHT OF WALLS AND FENCES IN THE SINGLE-FAMILY/MULTIPLE-FAMILY RESIDENTIAL AND PRIVATE CLUB DISTRICTS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.
Item Summary - Amending Standards for Walls, Fences, Hedges, and Projections ADA.pdf
Memorandum - Amending Standards for Walls, Fences, Hedges, and Projections ADA.pdf
Ordinance - Amending Standards for Walls, Fences, Hedges, and Projections ADA.pdf
Business Impact Statement - Amending Standards for Walls Fences Hedges and Projection ADA.pdf

R7 – RESOLUTIONS

R7A Resolution Approving Miami-Dade County Legislative Priorities
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE VILLAGE'S 2026 MIAMI-DADE COUNTY LEGISLATIVE PRIORITIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - 2026 Legislative Agenda Miami-Dade County ADA.pdf
Memorandum - 2026 Legislative Agenda Miami-Dade County ADA.pdf
Resolution - 2026 Legislative Agenda Miami-Dade County ADA.pdf

R7B Resolution Approving FIFA World Cup 2026 Activation Sponsorship
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED $100,000 FOR A FIFA WORLD CUP 2026-THEMED ACTIVATION IN BAL HARBOUR VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - FIFA World Cup 2026 Activation Sponsorship ADA.pdf
Memorandum - FIFA World Cup 2026 Activation Sponsorship ADA.pdf
Resolution - FIFA World Cup 2026 Activation Sponsorship ADA.pdf
Attachment - FIFA World Cup 2026 Activation Presentation ADA.pdf
Attachment - FIFA Activation 2R Agreement ADA.pdf

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Plastics Ordinance Revisions - Councilman Buzzy Sklar
Plastics Ordinance Revisions - Councilman Buzzy Sklar ADA.pdf

R9B PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 – VILLAGE CLERK REPORT

R11A Lobbyist Report
R11A1_Lobbyist Registration Report as of May13_2026.pdf

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report
April 2026 Monthly Attorney Report 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.

freebee + BAL HARBOUR - VILLAGE -

FREE. 100% ELECTRIC TRANSPORTATION.

FY26 - 7 MONTH UPDATE

May 2026



HIGH LEVEL SYNOPSIS

Operation Hours:
Monday - Thursday 10am - 10pm
Friday - Sunday 11am - 10pm

PROGRAM GROWTH

- The first seven months of FY26 has been a clear success, with completed rides up 21% year-over-year

TOP PERFORMER

- As a single-vehicle service area, Bal Harbour consistently ranks among the highest performers in monthly passengers per vehicle across the network.

COMMUNITY IMPACT

- Residents, workers, and visitors continue to benefit from improved mobility and quality of life, reflected in a 98.6% user satisfaction rating.



2026 DATA - OCT 1ST - APR 30TH

BAL HARBOUR - VILLAGE -

6,530
Completed Rides

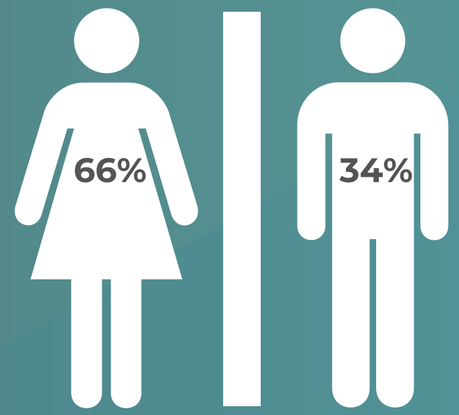
1,845
Unique Riders

8,291
Passengers

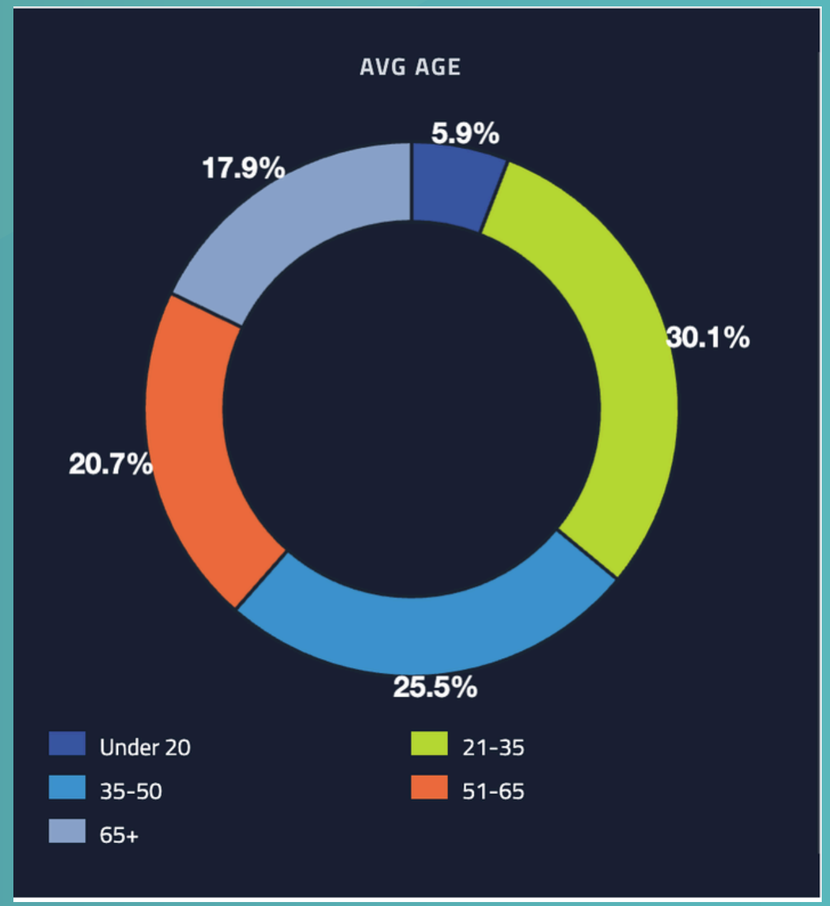
98.6%
User Satisfaction

23%
Pooled Rides

13.22 Minute
Avg. Wait Time



25
ADA Rides



2026 VS. 2025 DATA COMPARISON

freebee + BAL HARBOUR - VILLAGE -

Total Completed Rides

- Average per Month
  - 2025 - 768 Rides
  - 2026 - 932 Rides
- Average per Day
  - 2025 - 25 Rides
  - 2026 - 31 Rides

Total Passengers

- Average per Month
  - 2025 - 1,036 Passengers
  - 2026 - 1,185 Passengers
- Average per Day
  - 2025 - 34 Passengers
  - 2026 - 40 Passengers

Waiting Times

- 2025 - 11.69 Minutes
- 2026 - 13.22 Minutes

Pooled Rides %

- 2025 - 19%
- 2026 - 23%

THANK YOU

Freebee

+

BAL HARBOUR

- VILLAGE -

CLAUDIA MIRO

VICE PRESIDENT OF BUSINESS DEVELOPMENT & GOVERNMENT AFFAIRS

(786) 539-6873

www.RideFreebee.com

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
April 20, 2026
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.

ROLL CALL / CALL TO ORDER– Mayor Salver called this meeting to order at 6:33 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

This item was considered 6:49 P.M. following Agenda Item PA2. Councilman Levy asked that Agenda Item R7D be withdrawn. He said that after listening to residents, he had decided the item needed to be withdrawn for further review. He said that his idea had only been to give direction to staff to study whether a small park addition could even be feasible.

He spoke about is work in emergency services in relation to his approach on Council matters. He said he was here to serve and that sometimes serving means slowing down to make sure the Council gets something right the first time. He added that he was committed

to continuing the conversation in the right way to address the needs of a growing community that included more young families.

Mayor Salver said that even though the item was being removed, members of the public who had come to speak could still share their views.

Nina Rudolph, 212 Bal Bay Drive, thanked the Councilman Levy and the Council for listening. She suggested focusing on the priorities of fixing the park's safety concerns, adding swings, and forming a group to address the future problems.

Babak Raheb, 128 Balfour Drive, thanked Councilman Levy for withdrawing the proposal and said his concern was not only the quality of the existing park but the danger of putting a play area at the front gate where traffic is heavy and there is no parking.

Daniel Mael (address provided but withheld by request) also requested swings in the existing park and said there were structural holes and fall risks. He said it made no sense that a park used mostly by children from about 18 months to six years old lacked basic swings, including a baby swing. He asked for a specific cost review and said residents could probably raise funds if needed.

Adam Petrillo, 172 Camden Drive, said that he opposed placing a park at the front gate because of construction traffic, traffic congestion, and the likelihood that parents or grandparents would still arrive by car and leave their children. He said the better approach was to improve the existing park, using a Miami Beach park on 85th Street as an example.

Anna Maria Stoppa said that she would soon be moving to 60 Park Drive. She said that said that children are the future elected officials and urged the Council to take a personal interest in their safety and enjoyment.

Councilman Sklar added that another park was planned in connection with the new Jetty project, which he said would provide a safe out-of-traffic park at the north end of the Village.

PRESENTATIONS AND AWARDS

PA1 Proclamation - Autism Acceptance Month

This item was presented at 6:36 P.M. following pledge of allegiance. Mayor Salver read a proclamation for Autism Acceptance Month. The proclamation noted the need for better police interactions with autistic young adults, and credited Bal Harbour Village Detective Hector Gonzalez and the Bal Harbour Police Department for helping advance Florida's Blue Envelope legislation and training.

Former Vice Mayor Joni Blachar said she came to the meeting because it was important to her personally as the parent of a son on the autism spectrum. She said the Blue Envelope

concept gives drivers with autism more confidence during traffic stops and helps police understand that a driver may have difficulty communicating. She praised Hector Gonzalez, his son Chris, Chief Raleigh Flowers, the Council, the Manager, and the Village Clerk, highlighting the Village's participation with Best Buddies Program by hiring an individual on the spectrum as an example of the Village practicing what it preaches.

Detective Hector Gonzalez said that when he was a young police officer he had not been taught how to interact with autistic individuals, and that becoming the father of a child with autism changed him as a person and as an officer. He said he and his son had created a strong bond through their work, and that Bal Harbour's training had helped save lives. He described an incident in Volusia County where an officer credited that training with helping save a child from a pond.

He said that the Blue Envelope legislation had grown out of discussions in the Chief's office and that Chief Flowers had always supported his ideas. He then presented Chief Flowers with a recognition honoring his leadership and support for autism awareness training in law enforcement.

PA2 Recognition - Raj Singh as Part of the Village's 80th Anniversary "Portraits of Bal Harbour"

Mayor Salver recognized Raj Singh, General Manager of the Sea View Hotel, describing more than three decades of his leadership and service in the Village. He noted Mr. Singh's role in shaping the local hospitality experience, his eight years on the Resort Tax Committee, his twelve years on the Budget Advisory Committee, and his leadership in the Greater Miami and the Beaches Hotel Association.

Mr. Singh said that he had been at the Seaview for 38 years and that two things especially mattered to him: flying the American flag on top of the building "at all costs," and remembering the many past councilmembers and residents who loved Bal Harbour and left the community its legacy.

PA3 Presentation - Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting for the Fiscal Year 2024

This item was presented at 7:03 P.M following Consent Agenda. Anil Harris, RSM, said the auditors had issued an unmodified opinion which he said meant that it was a clean opinion with the highest level of assurance available from an audit. He said that two new accounting standards related to compensated absences and risk disclosures had been adopted with no material effect on the statements, and that there had been no significant unusual transactions, no audit adjustments, and no disagreements with management. He said RSM had issued an internal control report and a state management letter, both with no findings.

He then said that the Village had received the Government Finance Officers Association Certificate for an eleventh consecutive year.

Claudia Dixon, Chief Financial Officer, said that the audit was a collaborative process involving multiple departments, IT systems, and pension audits, and she noted that the Village was among the relatively few cities that had already issued its financial statements.

The council then considered Agenda Item R7A.

This item was presented at 7:27 P.M following Agenda Item R7A. Mayor Salver introduced artist Mauricio Avayu, who presented a work of art to the Village. Mr. Avayu said he had given pieces to political and spiritual leaders around the world and said that wanted to give one to Bal Harbour. He said the piece was titled "Am Israel Chai" which he said translates to "the people of Israel live". He then explained symbolism in the work, including the use of a lion and a keyhole motif.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Approval of Minutes

C7 - RESOLUTIONS

C7A A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY ERIC HERSCHMANN TRS; TO COMBINE UNITS CAB31 AND CAB32 LOCATED IN THE OCEAN FRONT DISTRICT AT 9999 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

C7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; DECLARING THE KUBOTA SKID STEER USED BY THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT AS SURPLUS PROPERTY AND AUTHORIZING THE SALE TO FLORIDA COAST EQUIPMENT IN THE AMOUNT OF $37,300; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

C7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE SUBMITTAL OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM GRANT APPLICATION FOR THE PUBLIC WATERWAY ACCESS AND ADA FLOATING DOCK EXPANSION - PHASE I DESIGN PROJECT, IN THE ESTIMATED GRANT AMOUNT OF SEVENTY THOUSAND DOLLARS

($70,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE SUBMITTAL OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM GRANT APPLICATION FOR THE MARINE PATROL VESSEL ACQUISITION FOR THE WATERWAY SAFETY PROJECT, IN THE ESTIMATED GRANT AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7E A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING A FEE FOR ADDITIONAL WASTE AND RECYCLING BINS IN THE AMOUNT OF $40.00 PER ADDITIONAL BIN PER MONTH, TO BE CHARGED TO SINGLE FAMILY RESIDENTS INSIDE THE GATED COMMUNITY WITH MORE THAN THE STANDARD ONE WASTE BIN AND ONE RECYCLING BIN; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

The Consent Agenda was considered at 7:03 P.M following the requests for additions withdrawals and deferrals.

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

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

R5 – ORDINANCES

R5A AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21, "ZONING," TO REGULATE LOT SPLITS BY ESTABLISHING MINIMUM LOT SIZE AND WIDTH STANDARDS IN THE R-1 AND R-2 SINGLE-FAMILY RESIDENTIAL DISTRICTS AND PROVIDING CONSISTENT DENSITY LIMITS; PROVIDING FOR SEVERABILITY, CONFLICTS, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that the issue had originated in a resident request regarding a lot split in the Gated Community and that the Council had asked staff to study the issue.

Michael Miller, Planning Consultant, said that much of the community had been master-planned in the 1940s and that the current code lacked the quantified lot size and width standards common in modern zoning codes.

He said the proposed ordinance would create minimum standards that would allow some lot splits in limited circumstances. He recommended measuring lot width at the street frontage.

Ms. Trevarthen said that the changes would affect sections establishing minimum lot widths in R-1 and R-2 and that any already-existing lots that did not meet the new standards would simply be treated as legal non-conforming lots.

Mr. Gonzalez said that the ordinance was intended to be self-contained, meaning any new lot created by a split would still need to meet all other requirements without relying on later variances.

Paul Chaplin, 70 Bal Bay Drive, asked how the recommendations would affect front, back, and side setbacks.

Babak Raheb, 128 Balfour Drive, said the public needed clearer numbers, to which Ms. Trevarthen explained that the proposal would set a minimum width of 70 feet at the street frontage for R-1 lots, 60 feet for R-2 lots, and 50 feet at the street for cul-de-sac lots.

Mr. Gonzalez added that the minimum lot size would effectively be 15,000 square feet for waterfront lots and 10,000 square feet for interior lots. He added that a split would not allow someone to come back seeking zero setbacks or other relief to make the split work.

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

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

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

R5B AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO MODIFY REGULATIONS APPLICABLE TO MUNICIPAL BUILDINGS AND USES IN THE RM-5 MULTIPLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

This item was considered at 8:20 P.M following Agenda Item R7E.

Mr. Gonzalez introduced the item regarding the site for the future Village Hall, saying that that because of the irregular shape and limited size of the lot, the design required specific setback relief and related code changes. He said the proposal would reduce the east-side Collins Avenue setback requirement from 50 feet to 20 feet for the relevant standard, though he said that the actual building face remained substantially set back and that the main issue was the projecting canopy. He said the south side would effectively become a zero setback relative to the technical right-of-way line because the road had been reoriented and there would still be substantial physical distance between the street and the building. He added that the north and west setbacks would be reduced to fifteen feet.

Michael Miller, Planning Consultant, provided a historical background, including the former Fairfield Manor apartment building, the old plat and deed restrictions, and the shallow and oddly angled parcel.

Eitan Zimerman, Bal Harbour Civic Association President, said the Council had presented the community with a design that was not buildable under current code, and only afterward, presented the zoning ordinance that would reduce setbacks on all sides. He said that was not the way to build community support.

Anna Maria Stoppa said that she agreed with Mr. Zimerman.

Jorge Gonzalez said that the need for zoning relief had been discussed at various public meetings and that once Council previously decided it wanted a lower building height, the building footprint necessarily had to expand. He said the true visual setback from Collins would remain because the building itself stayed back and the south-side issue was mostly a technical consequence of the old right-of-way geometry.

Mayor Salver said what he was hearing was that the irregular lot shape and desire to maintain a lower building height forced those zoning choices.

Vice Mayor David Wolf said Mr. Zimerman's point about the order of presentation was fair and that in the future, if changes were needed to accommodate a project, that context should be made clearer during the design discussion.

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

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

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

R7 – RESOLUTIONS

R7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2025, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE VILLAGE'S INDEPENDENT AUDITOR, RSM US LLP; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was considered at 7:23 P.M following Agenda Item PA3. Mr. Gonzalez introduced the item.

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).

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2025-26 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This item was considered at 7:28 P.M. following presentation by the artist Mauricio Avayu.

Mr. Gonzalez introduced the item on the budget amendment saying that the General Fund closed Fiscal Year 2025 with a net surplus of $12.9 million, due to revenues being ahead of budget, expenditures below budget, and items such as developer contributions, payments in lieu of, and strong building permit performance.

He described the standard practice of splitting surplus between fund balance and capital reserve, and the Village's policy goal of maintaining the General Fund balance at 75 percent of the next year's General Fund budget. He said the fund balance already stood at 82 percent, so he recommended placing the full surplus into the capital reserve rather than splitting it 50-50 this year.

He also said some amounts needed to be set aside first, including about $5.6 million in carryover capital monies, interest earnings generated on funds being held for the New Village Hall project, and $500,000 for the Building Department because some revenues were tied to future services. He said that after those allocations, $6.2 million would go into capital reserve.

He then stated that the Resort Tax Fund had a surplus of $777,000, the Security and Landscaping Fund had a surplus of $293,000, and the Water and Sewer Utility Fund had a excess of about $771,000, all of which would remain within their respective funds.

Babak Raheb, 128 Balfour Drive, said that if this were a private company, excess funds might go back through tax reductions, and he recommended staying with the usual 50-50 surplus split rather than changing policy for this year.

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).

R7C A RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, IN BAL HARBOUR VILLAGE FOR THE PURPOSE OF ELECTING THREE VILLAGE COUNCILMEMBERS FROM VILLAGE COUNCIL DISTRICTS 1, 3 AND 5; PROVIDING THAT MIAMI-DADE COUNTY ELECTIONS DEPARTMENT SHALL CONDUCT SAID ELECTION; PROVIDING THAT THE VOTING PRECINCT FOR SAID ELECTION SHALL BE ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR A RUNOFF ELECTION, IF NECESSARY; PROVIDING FOR THE FORMS OF BALLOT AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY.

Mr. Gonzalez introduced the item saying that this was part of the normal two-year election cycle. 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).

R7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, DIRECTING THE VILLAGE MANAGER TO TAKE THE NECESSARY STEPS TO DEVELOP A PROPOSED PLAYGROUND FOR THE GREENSPACE AT THE ENTRANCE TO THE GATED COMMUNITY, INCLUDING FURTHER SITE EVALUATION, PUBLIC ENGAGEMENT, AND RETURN TO THE VILLAGE COUNCIL PRIOR TO ANY FINAL DESIGN APPROVAL, CONSTRUCTION AUTHORIZATION, OR NEXT-PHASE IMPLEMENTATION DECISION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This Agenda Item was withdrawn.

R7E A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE BASIS OF DESIGN REPORT PREPARED BY WANNEMACHER JENSEN ARCHITECTS, LLC FOR THE BAL HARBOUR VILLAGE HALL, POLICE STATION, AND EMERGENCY OPERATIONS CENTER PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Mr. Gonzalez introduced the item saying that under the Bal Harbour Shops 2017 Development Agreement the Shops would provide the land and construct a village hall. He said the agreement was amended in 2019 and again in 2021 so that instead of constructing the building, the Shops would deed land to the Village and fund a large portion of the cost.

He said that existing municipal functions were currently located at different locations, including Public Works Operations building, Recreation administration, trailers, and that the Police administration was separated from the rest of the Police Department. He said the new facility was meant to consolidate operations, serve as village hall and council chamber, house the entire police department, function as the emergency operations center, and that it would provide a civic gathering space. He said that it would also include a parking structure. He added that councilmembers had met with the design team individually, and that the Village had conducted a community charrette.

Matilde Reyes, Capital Program Director, introduced the design presenters Rafael Labrada from Wolfberg Alvarez & Partners and Jason Jensen from WJ / Wanamaker Jensen.

Mr. Jensen described the design as one rooted in coastal elegance, sophistication, and long-term civic identity. He said that the building should represent Bal Harbour both to residents and to visitors encountering the Village for the first time. He said that the design team focused on refined materials, appropriate colors, and durable design choices intended to create a civic building that feels coastal, elegant, and enduring.

He said that the design team studied the site's relationship to Collins Avenue, nearby residential areas, the Bal Harbour Shops, and the surrounding circulation patterns. He said that the building was designed to respond to multiple contexts rather than operate as a single-front façade facing traffic. He said that for the pedestrian experience, the goal was to create an intentional and attractive walk around the building, with shaded areas, seating, landscape buffers, and civic spaces that connect the building back to the residential community as well as to Collins Avenue.

Mr. Jensen then described how the building's functions and massing were organized to balance civic presence with operational needs. He said that service areas, police functions, short-term building department access, and garage access were arranged to avoid disrupting the public, while the parking structure was screened by civic and office uses. He said that this strategy allowed the Police Department, Building Department, Council Chamber, and Emergency Operations Center functions to remain accessible on the first level.

Mr. Labrada said that the ground floor would contain the main public-facing components of the facility. He said that the public entrance and reception area would be located on the east side, off Collins Avenue, with the Police Department, Building Department, and Council chamber also located on that same level.

He said that the garage would be accessed by a speed ramp from the shared entry area near the Bal Harbour Shops and would include parking for visitors, staff, and police, with continued coordination planned to properly separate those functions. He then showed the building's upper levels, including parking areas, a mezzanine-level executive conference room, Village Hall offices, and executive offices. He said that the building would be elevated above minimum FEMA requirements, approximately four feet above existing grade at the lobby, to address resilience and future sea-level-rise concerns.

Mr. Gonzalez summarized the project budget and timeline, saying that the Village currently had about $34 million identified for the project, mostly from the development agreement and related revenues, and that the immediate request was only to authorize moving into construction documents, not to approve a construction contract. He presented a timeline leading to completion around March 2030, subject to future Council action and procurement.

Babak Raheb, 128 Balfour Drive, said that the project was too large and too costly for a village of about 2,500 residents. He said earlier councils had promised the Shops would build the village hall and that now the village was effectively paying for a white elephant.

Anna Maria Stoppa said the project raised questions for her because of continuing traffic, years of construction, and the fact that the site had historically been residential. She questioned how the village had moved from that history to a contemporary municipal complex in that location and asked how residents would evacuate during a hurricane given existing traffic constraints and concerns about the Bal Harbour Bridge.

Rita Collins, 155, Biscay Drive, said the design was acceptable but not compelling enough to proceed without broader resident input. She said a project of that scale and cost should be shown more widely to residents, including perhaps at another public meeting or through broader posting, so that the Council would not be the only body answerable for the design.

Penny Sepler, 10275 Collins Avenue, said that the Village had changed, that having Village Hall prominently on Collins Avenue was appropriate, and that the Police Department and Village employees deserved a high-quality facility. She also said the community lacked enough space now and that a civic gathering place would be useful.

Mr. Gonzalez said that the original 2017 agreement had planned construction by the Shops, but said the Village had later negotiated for the land and funding instead because the Village did not want to depend on the developer to deliver the building where and when the village needed it. He said the developer contribution now represented roughly

$28 million to $29 million when all components were counted, excluding the land, and that the difference between that amount and the current $34 million funding plan was a relatively small fraction of the total.

He agreed that more construction would occur in the village in coming years but said that was already the reality, with many active projects in the gated community and elsewhere. He said that the design team had already considered several iterations and worked to reduce massing while fitting the required program onto an oddly shaped and constrained parcel. He said the building would make Village government more accessible, particularly on the first floor where the Police and Building Departments would receive most public traffic, and that direct access to the gated community for police vehicles could improve response capability.

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).

R7F A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT WITH L/DIAZ DESIGN IN AN AMOUNT NOT TO EXCEED $25,000 AND PRINT PRO SHOP IN AN AMOUNT OF $290,070, PLUS A FIFTEEN PERCENT (15%) CONTINGENCY FOR UNFORESEEN CONDITIONS, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $358,581, FOR THE DESIGN, DEVELOPMENT, FABRICATION AND INSTALLATION OF ENTRANCE SIGNAGE AT THE NORTH AND SOUTH ENTRANCES ALONG COLLINS AVENUE, A PLACEMAKING SIGN AT THE BAL HARBOUR WATERFRONT PARK, BRANDED SIGNAGE INSTALLATIONS, AND A RESIDENTIAL BUILDING IDENTIFICATION SIGNAGE SYSTEM; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

This item was considered at 8:40 P.M. following Agenda Item R5B.

Mr. Gonzalez introduced the item saying that the current north and south entrance signs had been installed for the village's 40th anniversary and that the 80th anniversary presented an opportunity for a legacy project.

Ramiro Inguanzo, Assistant Village Manager, showed a proposed signage package with a Village branded black and teal textured pattern. He said signs would be reoriented to improve visibility around poles, crosswalks, and FDOT conditions. He presented a sign for the Waterfront Park to be seen from 96th Street to welcome people entering from the west, and temporary 80th-anniversary themed signs for the beach path and park that would later transition into general welcome signs. He showed replacement address signs for Collins Avenue buildings that currently use older standardized Village signs.

Councilman Sklar said that consistency was important and asked that the signs be oriented carefully, particularly at the south entrance.

Vice Mayor Wolf asked which buildings would receive the new signs and which would keep private or development-specific signage. Mr. Gonzalez said some properties such as the Ritz-Carlton, Harbour House, Oceana, St. Regis, and Beach Haus had their own separate sign situations per development agreements and said he would ask Staff to ask property owners.

Penny Sepler, 10275 Collins Avenue, said the proposed design was beautiful, and she urged the Village to try to persuade all buildings to join in.

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).

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Vacant Lot Standards in the Gated Residential Community - Vice Mayor David Wolf

Vice Mayor Wolf introduced the saying that his intent was to clarify upkeep expectations for unused or partially used lots, including mowing, overgrowth, mounds of dirt, and situations where one lot next to a house was being used recreationally. He proposed allowing higher fencing for sports courts, such as tennis or padel courts, provided the fencing was screened by shrubs of corresponding height.

Eitan Zimerman, Bal Harbour Civic Association, added that the goal was to beautify the community, protect privacy, and give code compliance more specific tools to act on complaint-driven cases.

Ms. Trevarthen said that the Village Code already had relevant provisions on appearance standards for vacant residential properties and on unclean premises, and she wanted to understand exactly what additional language was needed.

Mr. Gonzalez asked whether the BHCA wanted proactive or complaint-driven enforcement, to which Mr. Zimerman responded that it should be complaint-driven.

There was a general consensus from the Council to give Staff direction to prepare ordinance on both the vacant-lot and sports-court-fencing.

R9B Discussion Item - Lighting Along the Beach Path - Vice Mayor David Wolf

Vice Mayor Wolf introduced the item showing photographs he had taken, saying some areas were very dark at night and that people could not easily see others approaching until they were very close. He compared Bal Harbour's lighting to what he described as better-lit conditions in Surfside and Miami Beach and said improved lighting would increase safety, security, and usability of the village's beachside public space.

Councilman Sklar agreed that lighting should be considered adding that any system would have to comply with turtle-lighting requirements and should direct light downward rather than toward nearby buildings.

Mr. Inguanzo said the issue had already been under review, that some amber turtle-compliant lighting existed on the walking path, and that Public Works staff had identified potential areas for additional lighting, especially after some landscaping changes created more opportunity to install fixtures.

Jorge Gonzalez said that current Village rules prohibit bicycle riding on the Beach Path from sunset to sunrise saying that adding more lighting might imply a broader nighttime use of the path, to which Vice Mayor Wolf said that people were using the area anyway and that lighting was therefore needed for safety.

Mr. Gonzalez suggested that the hardpack could use a different and less expensive fixture than the jogging trail and that he had enough direction to continue evaluating options.

R9B - PUBLIC COMMENT

Penny Sepler, 10275 Collins Avenue, she said she loved the idea of lighting the path.

R10 - VILLAGE MANAGER REPORT

Mr. Gonzalez announced a Special Council Meeting for Monday, April 27, 2026, at 6:30 P.M. at the Sea View Hotel. He said the purpose was to provide the community with an update on the Shops at Bal Harbour's Live Local application and the related litigation.

Vice Mayor David Wolf said that while many people had sent emails, in-person attendance at that meeting would be more effective and that residents should encourage neighbors and friends to attend.

R11 - VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report

END OF REGULAR AGENDA

ADJOURNMENT- The meeting was adjourned at 9:22 P.M.

_____
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

Special Meeting Minutes
April 27, 2026
At 6:30 PM

Sea View Hotel • Crystal Ballroom • 9909 Collins Avenue • Bal Harbour • Florida 33154

This meeting will be conducted in person. The meeting may also be viewed via a Zoom broadcast at https://bit.ly/4czA0FV. Members of the public joining through Zoom may observe the meeting only and will not be recognized for active participation, but *are 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

1. **CALL TO ORDER/PLEDGE OF ALLEGIANCE**– Mayor Salver called this special meeting to order at 6:33 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.

2. WELCOME AND INTRODUCTIONS

Mayor Salver said that the subject of the meeting was probably the single most important issue the community had faced since its founding. He said that the Village had been in litigation with the Bal Harbour Shops and had been obligated to only have attorney-client discussions and no public discussion. He said the Village had now been cleared and had authorization from the Shops' attorneys to share information that normally would not be public at this part of the process.

3. RECEIVE, CONSIDER, AND POSSIBLY TAKE ACTION REGARDING THE MEDIATED SETTLEMENT PROPOSAL REGARDING THE BAL HARBOUR SHOPS' LIVE LOCAL ACT DEVELOPMENT APPLICATION AND RELATED MATTERS.

Mr. Gonzalez described the 2017 Development Agreement between the Village and the Bal Harbour Shops. He said that the agreement allowed the Shops to expand, for which construction was currently underway. He said that the Development Agreement was amended in December 2018. He said that in January 2021 the Shops attempted a referendum to raise the height limitation in the Village Charter, which failed, and in October that same year, the Shops requested another amendment to provide relief from deadlines.

He then described the Florida Legislature's adoption of the Live Local Act in 2023 which gave developers the opportunity to build more if they commit at least 40% of units to affordable housing. He said the Bal Harbour Shops filed an application with the Village under the Live Local Act in January 2024, and after a public meeting, and the Shops filed their first lawsuit.

Mr. Gonzalez said that after the Village then passed ordinances addressing the implications of the 2023 Live Local Act, in 2024 the State Legislature adopted amendments to the Act, which he referred to as version 2.0, and in June of 2024, the Bal Harbour Shops filed a second lawsuit against the Village. He noted that while litigation was pending, the Village continued reviewing the Shops' application under the applicable state statutes, and in July of 2024, the Village deemed the application complete but not approved. He said that in November of 2024, the Village denied the application.

He said that in September of 2024, the Council approved a budget amendment increasing the millage to fund dedicated monies for the Village's defense in the Bal Harbour Shops litigation. He said that in February of 2025, the Shops filed a third FLUEDRA lawsuit concerning the denial, and later in 2025, he said, the Legislature adopted Live Local Act 3.0, further preempting local zoning requirements and that in 2026, the Legislature passed further amendments.

He said that in August of 2025, the Village and the Shops entered court-ordered mediation as part of the litigation process, and after that, in October 2025, the Shops filed a fourth lawsuit concerning takings and illegal taxing. He noted that what was being presented was represented by the mediator as the Shops' "best and final offer," not an accepted or approved settlement.

Mayor Salver said the Bal Harbour Shops were not available to attend the meeting but had sent a video message. He recognized local officials and former officials in attendance, including Bay Harbor Islands Mayor Isaac Salver, Bay Harbor Islands Council Member Robert Yaffe, Bay Harbor Islands Town Manager Lindsey Noel, Surfside Commissioner David Weingot, former Bal Harbour Mayor Martin Packer, former Bal Harbour Mayor Gabriel Grossman, and former Vice Mayor Joni Blanchard.

The video featured Matthew Whitman Lazenby, principal owner of Bal Harbour Shops, discussing a proposed settlement between Bal Harbour Shops and Bal Harbour Village over the Shops' Live Local Act development application. He said the matter was a compromise between longtime neighbors and that his family's ties to the Village, including his grandfather's role as one of Bal Harbour's original incorporators. He reviewed the history of Bal Harbour Shops, noting that Stanley Whitman transformed a former army barracks into Florida's first high-fashion shopping destination in 1965, and presented the Shops as both a community gathering place and a continuing part of Bal Harbour's legacy.

Mr. Lazenby explained that the Shops' broader vision was to create a Village center where residents could live, work, and play, while also addressing South Florida's housing affordability challenges. He said that after the 2023 Live Local Act passed, the Shops hired Skidmore, Owings & Merrill to design a project that included residential housing, affordable housing, hotel, office, and retail uses. He said that the original January 2024 application proposed 528 residential units, more than 2 million square feet of new development, and four 300-foot-tall buildings, but after the Village rejected it, the Shops revised the plan as part of a settlement proposal. He said that the revised project reduced the residential units to 180, cut new square footage nearly in half, reduced the number of principal buildings from four to three, lowered the overall height, and included housing, a hotel, private club, office space, and new retail.

Mayor Salver introduced Etan Mark, Mark, Migdal & Hayden, litigation counsel for the Village asking him to first state how many affordable housing units were in the settlement proposal.

Mr. Mark said that the original proposal had 40% affordable housing across more than 520 units, which would amount to about 200 affordable housing units. He said that the revised proposal contemplated 180 total units, of which 10%, or 18 units, would be affordable.

Etan Mark said his firm represented the Village in the pending cases, which he described as four or five cases. He said he would not discuss litigation strategy or argue the merits as though he were in court. He would instead provide an overview of the Live Local litigation, the main litigation, and the mediation process.

Mr. Mark said that the Village had raised substantial defenses and, in some cases, counterclaims. He said one case, the FLUEDRA case, had been dismissed without prejudice. He said the remaining cases, except for the federal takings case, had been stayed pending the mediation process.

He said Shops' main argument was that the Village was required to accept the application as submitted. He described the application as a 528-unit, approximately 300-foot development with multiple residential towers.

He said that the Village had argued that the original Live Local Act application was defective. He said that the 2017 Development Agreement was a binding contract and that the Shops' application violated that agreement and that the Shops relied on the wrong

land development regulations and should have relied on land development regulations from a different district.

Mark said that in mid-2025, the parties agreed to mediate all pending litigation with retired Judge Michael Hanzman. He said mediation occurred August 25, September 8, and October 6, 2025, and that negotiations continued afterward. He added that to date Judge Hanzman had not formally declared an impasse.

Mr. Mark said that the original Shops' proposal was 528 units, about 2 million square feet, and 40% affordable housing, and that revised plan removed one building, shortened some buildings, included a hotel on Collins Avenue, office space on 96th Street, residential space in the rear, and some residential on top of the hotel. He reiterated that the revised plan contemplated 180 new residential units, 10% affordable. He also said the Shops agreed to pay the Village $21 million as certain construction milestones were reached, along with other non-monetary considerations.

He said that the Shops had moved to lift the stay in the Live Local case, meaning they wanted to resume litigation. He said the parties were preparing to "ratchet up" litigation again after it had been in a holding pattern.

Mark described the litigation risk on both sides. He said that for the Village, the risk was that a court could find the Village was required to approve the application as submitted, allowing the Shops to build the original project. He said that for the Shops, the risk was that the court could find the application improper or the development agreement controlling, leaving them with nothing under the application. He said that the State could continue amending the Live Local Act in ways that strengthen developers' positions and further noted the recent involvement by the Attorney General James Uthmeier in filing an amicus brief in favor of the Shops.

Mayor Salver asked whether Council had questions or comments before public comment. Vice Mayor David Wolf said he was ready to make and vote on a motion, but he would wait to hear public comment first. He said it was clear to him what direction the Village should take.

Councilman Sklar said that the difference between the original number of affordable units and the 18 affordable units in the settlement proposal was unreasonable. He said that the hotel had increased fivefold compared with the original plan and that the Shops were showing that they wanted a hotel, not affordable housing.

Mayor Salver then read the title of the agenda item: to receive, consider, and possibly take action regarding the mediated settlement proposal concerning the Bal Harbour Shops Live Local Act development application and related matters.

Martin Packer, 10205 Collins Avenue, thanked the Council and said the Village had gone through a similar issue about 15 years earlier. He said the issue should not be discussed only as "the Shops," but as the family that owns the Shops. He said that the family may be

under financial pressure because two major tenants, Saks and Neiman Marcus, were in bankruptcy. He said a hotel had been pushed for more than 20 years and that the Village had repeatedly voted against expansion in that direction. He said traffic was already bad and that the Village had only two major roads, one north-south and one east-west. He agreed that adding even 18 affordable units was unreasonable.

Mayor Isaac Salver, Bay Harbor Islands, said his town had not taken an official position, so he was speaking personally. He told the Council that it had done a good job and that the denial had been based on specific reasons. He said the hotel appeared to be the Shops' priority. He said the proposed hotel height was prohibited by the business district code. He disagreed with the video's suggestion that the project was about creating a community center and said, in his view, the purpose was profit. He said that putting 1.2 million square feet on Collins Avenue, given existing traffic from Haulover Bridge to Bay Harbor Islands, was unacceptable. He urged residents to speak to the Florida Legislature to correct the Live Local Act. He said the Act preempted local municipal authority and erased local planning. He urged the Council to keep fighting.

Jose Biton, 168 Park Drive, said that he had considered the proposal from the perspective of different stakeholders. He said the Shops' video spoke about family, affordable housing, and love for the community, but he viewed the presentation as a sleight of hand. He said that the school in Bay Harbor was already full and could not absorb new students. He said the revised proposal had only 18 affordable units and the rest of the units were not affordable. He also raised traffic concerns, describing the bottleneck from three lanes to two lanes. He said beach access was already crowded and that parking under the bridge was already insufficient. He concluded that the proposal would upset the balance among schools, students, residents, and community needs.

David Kwiat, 10185 Collins Avenue, said the issue felt like déjà vu. He said that about 15 years earlier the Bal Harbour Citizens Coalition had supported an ordinance, with about 87% of the vote, to maintain the maximum height on the west side of Collins Avenue. He said the State proposals were meant for cities, not small villages, and emphasized that Bal Harbour is a one-mile village. He said the Shops would not stop trying to take advantage, and that traffic was already severe during the season. He said the Village was not prepared for an influx of people and urged Council to vote the proposal down and end the matter.

Nancy Shamie, 9705 Collins Avenue, said she was confused by the proposal because the issue began under the Live Local Act, which required 40% affordable housing. She questioned how the settlement proposal fit that premise. She raised concerns about safety, welfare, the environment, and precedent. She asked whether approval would set a precedent for the entire west side of Collins Avenue to become high-rise. She said the proposal was inconsistent with Bal Harbour's low-density comprehensive plan and future land use map. She stated that the floor area ratio was twice what was allowed and that the building height represented a 450% increase. She described an exception she had read in the Act involving projects bordered on two sides by single-family residential areas, and asked whether that had been considered because she could see homes near the site. She also raised FEMA flood-zone concerns, rising sea levels, king tides, storm evacuation, and

density. She asked whether the community could handle the density and whether people could leave the barrier islands during emergencies.

Babak Raheb, 128 Balfour Drive, said that to be a neighbor, one must live in the community. He criticized the Whitman family's presentation and referred to historical issues involving the Bal Harbour Club. He said the original 520-unit, 2-million-square-foot proposal had a certain square-foot-per-unit calculation, but that the revised 1.2-million-square-foot, 180-unit proposal increased the square footage per unit. He said that affordable housing had dropped from about 211 units to 18. He said the issue was money and that the Village should continue fighting. He said the community had voted and had made a deal with the Shops, and that the Shops were trying to renege on it. He urged the Village not to quit, and suggested suing the State of Florida in federal court, if necessary, over the Live Local Act. He raised traffic, infrastructure, sewer, and water concerns and asked Council to vote against settlement and continue fighting.

Jon Diamond, St. Regis, 9703 Collins Avenue, and vice president of its association, said he understood the aggravation and litigation. He said the Council was looking for direction from residents and that the residents wanted the Village to fight to the end. He said the community would support whatever needed to be done.

A.J. Shechtel, 10295 Collins Avenue, said the matter came down to legal analysis. He identified questions such as whether the contract was binding, whether the application was deficient, what the law was, and what the law would become. Speaking as a member of the Village's Budget Advisory Committee, he said the Village had funds to fight and could raise more if needed. He asked whether the Village had the resolve to continue. He also asked whether the Village could take other action, including calling for a community boycott of the Shops and restaurants. He urged Council to be strong.

Nina Rudolph, 212 Bal Bay Drive, said that a few years earlier the community had been in a similar position, and she again saw what she described as 100% support for the Council to fight. She criticized the Shops' parking garage and said she had no confidence in the Shops' ability to build without affecting traffic, citing closure of 96th Street. She said she had lived in Bal Harbour for 50 years and did not want the Village changed into a place where residents could not drive or move. She thanked Council and urged them to fight.

Doug Rudolph, 212 Bal Bay Drive, said the strength of the Village was that the elected officials were part of the community and that the community stood with them. He said the issue was the most important the Village had faced and that residents' lives, homes, children, grandchildren, and property values were tied to the community. He criticized the Shops' statements about doing good for the community and said the affordable housing reduction to 18 units showed it was not about residents. He acknowledged litigation was difficult and costly but said Bal Harbour was fortunate to have resources and urged Council to spend what it takes.

Diane Randolph, 10185 Collins Avenue, said she had owned property in Bal Harbour for nearly 30 years and had lived there full-time for five years. She said she spent her career in

retail and questioned the Shops' claim of affordability, asking whether they would replace luxury tenants with affordable retailers. She said luxury retail was experiencing a decline and that the Shops were scrambling. She said that she supported the Council and said the infrastructure could not support the proposal.

Anna Maria Stoppa said she had been in Bal Harbour since she was nine months old. She said she had questions, and that questions needed to be answered before any side was chosen. She said the issue should be about inclusion, not exclusion, and that the community needed discussion. She asked whether the Shops had paid what they promised in 2018. She said she believed they had not. She said any agreement should require the Shops to keep their word and include a fund set aside for promised obligations. She suggested mandatory arbitration as an alternative.

Monique Benun, 9801 Collins Avenue, said many people had already raised major issues, including flooding. She said that as a former science teacher additional buildings would cause more flooding. She raised the need for emergency vehicles to pass through, especially given an older population, but said the issue applied to everyone. She said people should be able to live where they can afford to, but the community had serious concerns. She asked whether an independent study had been done or whether the studies came from the Shops. She asked whether independent agencies had analyzed how many people the area could support. She also raised traffic, storm drainage, sanitation, sewer, emergency vehicles, local ordinances, and state preemption. She asked whether the Village had recourse for what she called repeated frivolous lawsuits and whether the Shops could be required to pay for some of the Village's defense.

John Bakhshi, 10155 Collins Avenue, asked if the Village had entered into an agreement with the Shops and the Shops were not honoring it, the Village could also renege on the agreement or use that as a strategy.

Amanda Quirk Hand, 1395 Brickell Avenue, Suite 800, speaking on behalf of the Bal Harbour North and South condominium at the St. Regis, said the agenda was ambiguous and sounded as though the Village was seeking public guidance on settlement or continued litigation. She asked whether any of the proposals were approvable and whether the settlement proposal itself was approvable under the Village Code. She said a reasonable proposal by a good neighbor would not hide details from neighbors. She said the room was full of people and that, in her view, the developer had acted to avoid facing the public. She said the Live Local Act allowed developers to avoid public hearings through an administrative process, and that litigation and closed-door mediation occurred without stakeholders. She said that the Bal Harbour Shops had not reached out to the Bal Harbour North and South condominium across the street. She said that she would reserve legal objections for another day.

Daniel Goldfarb, 59 Camden Court said the Shops did not care about residents because they did not attend the meeting. He said if the State of Florida cared about residents, state officials should act. He said state officials come to the community during elections and say

they care, and if they do not care, the community should sue the State as well. He said the Live Local Act issue would affect other cities after Bal Harbour.

Cyndi Perera, of 9705 Collins Avenue, said she had lived at the St. Regis for more than 10 years and that the area felt more like Brickell than a village. She said it could take 40 minutes to pass five blocks and 96th Street after school drop-off. She said construction had affected her memories of the view she once had. She described construction noise at night and said her son sometimes woke from banging at 2 or 3 a.m. She said she felt her building infrastructure had shifted from construction. She said additional residents and hotel guests would worsen conditions, and she said if Mr. Whitman lived there, he would know the traffic was already unbearable.

Sandy Goldfarb, 133 Camden Drive, said many of her points had already been raised but wanted to say that the community had rights. She referenced city planning considerations and said several were being neglected. She raised concerns about blocking arteries to the ocean breeze, creating stagnant conditions in a tropical climate. She spoke about the existing green wall and said adding another boundary wall raised health and safety concerns.

Leon Wolf, of 9999 Collins Avenue, said it was incredible that the Shops had signed an agreement not to do something and were now doing it. He compared that to a tenant signing a lease and later deciding not to pay rent. He also said the revised proposal still sought 1.2 million square feet, which he compared to a major downtown building of 1.1 million square feet. He said the project would be monstrous and urged a vote against it.

Neca Logan, 64 Camden Drive, said people at home had not all been able to access the Zoom meeting and that any future meeting needed a larger virtual capacity. She said the Bal Harbour Shops had been disingenuous and had not done what they promised, including fountains and a garage. She criticized the garage, traffic, and infrastructure, adding that a recent power outage had affected many neighbors for 14 hours while the Shops had power. She urged Council to keep fighting and said the state Legislature was a major burden on communities.

Brian Saltz, of 9601 Collins Avenue, thanked the Council, said that he agreed with the many constructive comments given and urged Council to continue the fight, saying the Council clearly had the Village's full support.

Susan Erem, of 10225 Collins Avenue, said the Shops were doing a "switch and bait." She said the project had been presented under the Live Local Act, but the 18 affordable units in the settlement proposal would not serve that purpose. She said the proposal appeared to be based on the Shops wanting a hotel complex, and that Live Local had been used as a way to obtain acceptance.

Sheila Elias Taplin, of 9999 Collins Avenue, said her late husband Sal Taplin built the Harbor House and had always commented on the excellence and quietness of Bal Harbour. She said Bal Harbour was intended as a resort town and had become more like

a big city. She said the infrastructure did not support the proposal. She described driving from near Whole Foods, saying a trip that could take 9 or 10 minutes on a Saturday morning could take more than an hour at certain times. She urged Council to fight and thanked them.

Frances Neuhut, 1060 Kane Concourse, Bay Harbor Islands, said the Whitmans had affected Bay Harbor Islands and that Bal Harbour could be next. She said Bay Harbor Islands did not have money to fix bridges and causeways. She criticized a church project saying it was built in the business district and did not pay real estate taxes. She said Bal Harbour was using Bay Harbor Islands' only parking garage. She also spoke about school overcrowding. She said traffic studies from 2008 were being used and were outdated.

Paul Chaplin, 108 Bal Bay Drive, said he appreciated what Council had been doing and opposed tall buildings on the property. He asked what the legal process would be: whether the Village could be forced into binding arbitration, whether litigation would go to one judge or a jury, and what would happen next. He also asked whether, if Neiman Marcus and Saks were struggling or not paying rent, the Shops could be told to build only a three-story hotel and three-story condo and otherwise go away.

Mike Manzi, 10160 Collins Avenue, said the community was asking Council to continue the fight. He asked the Village to provide residents with a list of people to contact in State government and a form letter they could email or send. He also suggested that residents help by affecting the Shops financially and said residents should stop frequenting the Shops.

Stephen Sax, 10185 Collins Avenue, said he lived next to the Oceana and that after the Oceana was built, property values on the north side declined by about 30%. He suggested the St. Regis could help fund litigation because its views and property values would be affected by construction and noise. He said he once saw an ambulance with its siren on stuck in traffic from the Haulover Bridge to the Plaza area and estimated it took 15 to 20 minutes. He said he contacted Bal Harbour police and Miami-Dade 911 so there would be a record. He said the main issue was not inconvenience but medical risk, and he wanted assurance that emergency medical access would be prioritized.

Charlene Arje, 9801 Collins Avenue, asked about the mediated solution. She said mediation normally means both parties reach an acceptable compromise. She asked why the mediated solution was not more reflective of Bal Harbour's concerns and why it appeared to be the Whitmans' new proposal rather than a true mediated compromise. She asked whether the judge could go back and produce a more mediated solution, or whether no mediated solution existed.

Surfside Commissioner Andrea Travani, 9041 Dickens Avenue said she was speaking personally because the Surfside Commission had not discussed the matter. She said she had been trying to understand the Live Local Act. She recognized that the Act attempted to address a real issue in Florida, but said she could not process the idea that local

conditions such as traffic and infrastructure would not be considered. She supported Bal Harbour's fight and thanked the Village.

Mr. Gonzalez said many questions concerned concurrency and level of service, including water capacity, sewer capacity, traffic capacity, school capacity, and emergency vehicles. He said those matters had been evaluated as part of the Village's initial review of the application and that the evaluation contributed to the November 2024 denial. He said the Village would post the denial letter on the website the next day, although it was already online, to make it easier for residents to review.

He said he could not know exactly how long it would take. He said past experience with construction at the Shops showed projects had taken longer than even the Shops anticipated. He said the Shops had stated an intent to phase the buildings rather than build them all at once. He said that could reduce simultaneous construction, but it could also extend the construction period. He said it could mean 10 or more additional years of construction beyond the eight or 10 years already experienced.

He said one of the strongest elements of the Village's defense was the 2017 Development Agreement and its amendments. He said the Development Agreement was thorough and tied to an approved site plan that dictated what could and could not happen on the property. He said the Village's argument was that the Live Local Act did not preempt existing contracts. He said both sides felt strongly, and a judge would ultimately decide.

Mr. Gonzalez said there was not an agreed upon mediated settlement. He said the proposal was the Shops' best and final offer, not an agreement accepted by the Village. He said the Village insisted on public transparency, which was why the meeting was being held.

He said that what happened next depended on Council's decision. He said if the proposal were accepted, it would need to be memorialized as an agreement and development-related document, and if not accepted, litigation would proceed.

Mr. Mark said the development agreement contained a prevailing-party attorneys' fee provision. He also said there were statutory bases for attorneys' fees in some cases, including a case involving the noise ordinance.

He said that Judge Hanzman did not have authority to decide the dispute in mediation and that the mediation process involved extended negotiation. He said the mediator made a non-binding mediator's proposal, adding that the proposal shown at the meeting was not exactly the mediator's proposal but a variation of it. He said both sides faced risk. He explained that mediators often view a successful mediation as one where neither side is happy. He said the Shops characterized the proposal as a significant concession, though he acknowledged that could be tactics or gamesmanship.

Mr. Mark said arbitration generally is not appealable, and there are legal reasons why arbitration may be avoided. He said arbitration would not be available in this case. He said

most of these cases would not go to a jury. He said that he believed the federal takings case included a jury demand, but the other cases would be decided by a judge.

Mr. Gonzalez said the Development Agreement could be amended only if both parties agreed and that it had already been amended twice. He said the Shops had chosen litigation instead of renegotiating, likely because they believed the Live Local Act gave them rights they did not previously have.

He said the current Live Local Act, as written, did not appear to allow similar projects beyond the Shops site but that the Legislature meets every year and could amend the law again. He noted that there had been prior efforts to preempt development agreements, which would affect the Village's legal arguments, and that the Village had succeeded in preventing that change previously.

He noted that the settlement proposal was not a Live Local Act proposal. He said the original application was a Live Local Act application and was denied. The settlement proposal did not meet the Live Local Act because it had only 10% affordable housing rather than 40%, and it did not meet the required commercial-to-residential square-footage ratio.

Councilman Buzzy Sklar thanked the community for its support and said continued community support was important. He urged residents to become involved through outreach to local representatives, letters, phone calls, and political engagement. He suggested that political donations affected outcomes and said residents should help move the issue in the right direction.

Councilman Levy thanked the community for attending. He referenced a Jewish teaching that the wise person is one who learns from everyone. He said the Council had heard from the community and that the Council had to stand behind them.

Vice Mayor Wolf said he did not want to repeat others' comments but made several points. He said Matthew Whitman's video discussed family commitment to the neighborhood, but that he no longer lived in the neighborhood and had moved to North Carolina, while maintaining a place at the St. Regis. He said that Mr. Whitman did not have to live with the traffic and impacts in the way residents did. He said the Village was preempted by the Live Local Act and had limited control because the State had overridden local rights. He said grassroots action against the Live Local Act was important because developers across the state were benefiting from the law. He said the Shops used affordable housing to get the benefit of being able to propose major buildings, but the real goal was a hotel. He noted that the vote before Council was not simply to vote the project down, but to decide whether to continue the legal fight. He acknowledged risk from courts and the Legislature, but said he supported continuing the litigation.

Councilman Freimark said the other side was willing to fight because the value of the additional development rights was enormous. He said that 2 million additional square feet could represent about $2 billion in value, and 1 million additional square feet about $1

billion. He said the Village needed to approach the matter with eyes open to legal risk, legislative risk, and prevailing-party fee exposure. He also said Bal Harbour was only one part of Florida and that other parts of the state may not be sympathetic to South Florida concerns. He said the need for affordable housing is real and that he works in that field through Miami Jewish Health, which has more than 1,000 affordable housing units and is building more. He said Live Local is well-intended, but that the Shops were abusing it for a purpose not intended by the law.

He said he attended all three mediation sessions and described the negotiations as duplicitous. He said items agreed to in one session were later traded back or reopened. He said negotiation requires credibility from the other side. He acknowledged that the proposal had changed from 2 million square feet to 1 million square feet, but he said it was not enough. He said he would support continuing to defend the Village and rejecting the proposed settlement term sheet.

Mayor Salver said the meeting was an example of public decision-making and that the Live Local Act had attempted to remove that public process. He said he believed there were flaws in the Live Local Act that the Village might be able to use. He said he was pleased the community supported continuing the fight and that he also supported continuing it.

He noted that emails had been sent to the Village Clerk by residents Guy and Cassie Willett who could not attend which would be incorporated into the record. He also recognized Surfside Vice Mayor Dayana Benmergui as being present.

MOTION: A Motion to direct the Administration and the Village Attorney to communicate to the Shops and mediator that settlement on the terms discussed this evening is not acceptable to continue defending the pending lawsuits was moved by Vice Mayor David Wolf and seconded by Councilman Buzzy Sklar.

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

ADJOURNMENT- The meeting was adjourned at 8:25 P.M.

_____
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 BAL HARBOUR VILLAGE APPROVING AN AGREEMENT WITH BEACHSIDE EVENTS FOR EVENT PRODUCTION SERVICES FOR THE 2026 INDEPENDENCE DAY CELEBRATION IN AN AMOUNT OF $79,810.

Issue:

Should the Village Council approve an agreement with Beachside Events for event production and coordination services for the 2026 Independence Day Celebration?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village annually hosts an Independence Day Celebration for residents and visitors as part of its commitment to providing unique and memorable community experiences. The 2026 event will commemorate both the 250th Anniversary of the Independence of the United States and the 80th Anniversary of Bal Harbour Village.

Beachside Events submitted a proposal for comprehensive event production for the July 4, 2026 celebration at the Bal Harbour Jetty, including live musical entertainment, food and beverage service for approximately 1,000 attendees, including kosher options, staging and audio/visual production, furniture and equipment rentals, event staffing, giveaways, and logistical coordination. Beachside Events has successfully executed numerous Village events in prior years and has consistently demonstrated the ability to deliver high-quality community events. The agreement amount is $79,810, which is budgeted and available in the Resort Tax Fund for Fiscal Year 2025-2026.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$79,810	Resort Tax – Special Events	10-72-504853

Sign off:

Dir of Rec, Arts & Cult	Chief Financial Officer	Village Manager
Sylvia Flores	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: May 19, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE; APPROVING AN AGREEMENT WITH BEACHSIDE EVENTS FOR EVENT PRODUCTION FOR THE 2026 INDEPENDENCE DAY CELEBRATION; APPROVING AN AMOUNT OF SEVENTY-NINE THOUSAND EIGHT HUNDRED TEN DOLLARS ($79,810); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Village annually hosts an Independence Day Celebration for residents and visitors as part of its ongoing commitment to providing unique and memorable community experiences. The 2026 Independence Day Celebration will be particularly significant, as it will commemorate both the 250th Anniversary of the Independence of the United States and the 80th Anniversary of Bal Harbour Village. Given the significance of these milestones, staff has been focused on ensuring that the event reflects the high standards, attention to detail, and elevated resident experience that define the Bal Harbour Experience.

Over the past several years, the Village has worked extensively with AAMusicians and Beachside Events for the coordination and execution of numerous Village events and activations. These events have included the Village concert series, Spring Festival, waterfront park grand opening events, and prior Independence Day celebrations. Beachside Events has consistently demonstrated professionalism, responsiveness, and the ability to successfully execute high-quality events that align with the expectations of the Bal Harbour community. The company has provided comprehensive event production and logistical services, including entertainment, staging, staffing, food and beverage coordination, lighting, equipment rentals, and on-site management.

As the Village calendar continues to expand with highly attended community events requiring seamless logistics, minimal wait times, elevated food and beverage service, and engaging programming, staff determined that it would be beneficial to continue working with a vendor that has a proven track record of delivering successful events for the Village.

ANALYSIS

In preparation for the 2026 Independence Day Celebration, staff reached out to Beachside Events and requested a proposal for comprehensive event coordination and management services for the July 4, 2026 event at the Bal Harbour Jetty. Staff requested that the proposal include live musical entertainment, food and beverage service for approximately 1,000 attendees including kosher options, staffing support, staging and audio/visual production, furniture and equipment rentals, giveaways, and logistical coordination services.

Beachside Events submitted a proposal that includes turnkey event coordination and production services designed to provide a high-quality beachside celebration experience for residents and visitors. The proposal includes, but is not limited to, the following components:

- Food and beverage service for approximately 1,000 attendees, including entrée service, snacks, desserts, hydration stations, and kosher options;
- Professional live musical entertainment;
- Stage, lighting, and audio/visual production services;
- Seating, tables, cocktail tables, and additional event equipment rentals;
- Event staffing and registration assistance;
- Giveaways and themed activations;
- On-site event coordination, logistics, setup, and breakdown services.

Beachside Events has proven its ability to meet the Village's expectations through the successful execution of prior Village events and maintains strong relationships with entertainment providers, food vendors, staffing agencies, and logistical support companies. Their familiarity with Village operations and expectations will help ensure an efficient and seamless event experience for attendees.

The proposal amount for the 2026 Independence Day Celebration is $79,810.

This funding is budgeted for and available in the Resort Tax Fund for Fiscal Year 2025-2026.

THE BAL HARBOUR EXPERIENCE

Delivering elegant, high-quality events that create memorable experiences for residents and visitors is a key component of the Bal Harbour Experience. The Village's Independence Day Celebration has become a signature community event, and the enhanced programming planned for 2026 will further reinforce the Village's commitment to providing unique, engaging, and professionally executed experiences that reflect the character and prestige of Bal Harbour Village.

CONCLUSION

The Village Council is asked to consider the benefit of entering into an agreement with Beachside Events for event coordination and management services for the 2026 Independence Day Celebration. Approval of this agreement will ensure the successful execution of a high-quality commemorative event celebrating both the nation's 250th Anniversary and the Village's 80th Anniversary. I, therefore, recommend approval of this Resolution.

Attachments:

1. Agreement with BeachSide Events
2. Proposal from BeachSide Events for the 2026 Independence Day Celebration

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT WITH BEACHSIDE EVENTS FOR EVENT PRODUCTION SERVICES FOR THE 2026 INDEPENDENCE DAY CELEBRATION IN AN AMOUNT OF SEVENTY-NINE THOUSAND EIGHT HUNDRED TEN DOLLARS ($79,810); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Bal Harbour annually hosts an Independence Day Celebration for residents and visitors as part of its commitment to providing unique and memorable community experiences; and

WHEREAS, the 2026 Independence Day Celebration will commemorate both the 250th Anniversary of the Independence of the United States and the 80th Anniversary of Bal Harbour Village; and

WHEREAS, Beachside Events has successfully executed numerous Village events in prior years and has consistently demonstrated professionalism and the ability to deliver high-quality community events; and

WHEREAS, the Village requested a proposal from Beachside Events for comprehensive event production services for the July 4, 2026 Independence Day Celebration at the Bal Harbour Beach North, including live musical entertainment, food and beverage service, staging and audio/visual production, furniture and equipment rentals, event staffing, giveaways, and logistical coordination; and

WHEREAS, the Village Council finds that approving the Agreement with Beachside Events for the 2026 Independence Day Celebration is in the best interest and welfare of the Village.

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

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

Section 2. Approval of Agreement. That the Agreement between Bal Harbour Village and Beachside Events for event production services for the 2026 Independence

Day Celebration, in substantially the form included, in the amount of Seventy-Nine Thousand Eight Hundred Ten Dollars ($79,810), is hereby approved.

Section 3. Implementation. That the Village Manager and Village officials are hereby authorized to take any and all action necessary to implement the purposes of this Resolution and the Agreement approved herein.

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

PASSED AND ADOPTED this 19th day of May, 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.

Professional Services Agreement with
Beachside Events

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 Beachside Events, an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks professional event production and coordination services for the 2026 Independence Day Celebration to be held on July 4, 2026; and

WHEREAS, the Village desires to enter into an agreement with Contractor for the provision of these services.

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 event production and coordination services for the Village's 2026 Independence Day Celebration ("Event") to be held on July 4, 2026, as more specifically described in Exhibit "A," attached hereto and incorporated herein. Services shall include, but are not limited to, live musical entertainment, food and beverage coordination, staging and audio/visual production, staffing, rentals, logistical support, giveaways, and related event services outlined in the approved proposal.

II. **TERM.** This Agreement shall be valid from Effective Date and shall continue through July 31, 2026, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

III. **PAYMENT.** In consideration of Contractor's completion of the Services rendered hereunder, the Village shall pay to Contractor an amount of Seventy-Nine Thousand Eight Hundred Ten Dollars ($79,810). Additional services shall not be provided without the Village's prior written approval.

IV. **LIABILITY FOR EXPENSES.** The Village recognizes that Contractor may incur certain incidental unexpected expenses in the provision of Contractor's services. However, the Village has no obligation to reimburse such expenses and considers them as part of the overall fee. The Village reserves the right to reimburse, at its sole discretion, previously agreed upon expenses. For those

expenses properly pre-approved for reimbursement, documentation and receipts will be required to be submitted for payment to be processed in the subsequent month's payment.

V. MEDIA RELEASE. The Contractor agrees that any photographs, pictures, slides, movies, or videos may be taken in connection with their participation in the event or activity without any compensation from the Village or their agents and employees and do hereby consent to the use of said photographs, pictures, slides, movies, or videos for any legal purpose.

VI. 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. In the event of such cancellation under this Section, the Contractor agrees to reschedule the Event, in cooperation with the Village within a reasonable amount of time of the canceled Event. In the event the Contractor is unable to reschedule the canceled Event within the term of this agreement, then Contractor shall be required to return any funds paid by the Village, including but not limited to, the initial deposit.

VII. CANCELLATION. The Village reserves the right to cancel the Event by providing the Contractor at least 48 hours' notice, without incurring a penalty. If the Village cancels the Event(s) and gives notice less than 48 hours before the Event and the Parties are unable to reschedule the Event(s) before the agreement expires, the Village is responsible for paying the full fee for the cancelled performance.

VIII. 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 ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall

be fully discharged from any and 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 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.

IX. TERMINATION FOR CONVENIENCE. 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 Village terminates the Agreement for convenience, Contractor shall only be paid for any Services satisfactorily performed up to the date of termination; following which the Village 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.

X. 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

	Per Occurrence	Aggregate
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.

XI. INDEMNIFICATION. Contractor agrees to indemnify and hold harmless the Village 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 Contractor, its officers, employees, agents, subcontractors, or any other person or entity acting under Contractor's control or supervision, arising out of the Contractor's performance of the Services pursuant to this Agreement. To that extent, the Contractor 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 Village in the defense of such claims and losses, including appeals.

The parties agree that one percent (1%) of the total compensation to

Contractor for performance of the Services under this Agreement is the specific consideration from the Village to the Contractor for the Contractor's indemnity agreement. The provisions of this Section and this indemnification shall survive termination or expiration of this Agreement as to claims arising during the term of this Agreement.

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.

XII. 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.

XIII. 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.

XIV. NON-EXCLUSIVITY. This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Contractors to provide the same or similar services provided by Contractor under this Agreement, and to assign work to such parties in its sole discretion.

XV. SEVERABILITY. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or

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

XVI. ANTI-DISCRIMINATION. Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XVII. SCRUTINIZED COMPANIES. 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.

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.

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.

XVIII. 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
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: Alan Andai
Beachside Events
8877 Collins Avenue, #605
Surfside, FL 33154

XIX. 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.

XX. 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.

XXI. 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.

XXII. 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.

XXIII. 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.

XXIV. 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.

XXV. 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.

XXVI. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

A. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

B. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Contractor's work papers shall remain the sole property of Contractor, and are not subject to the terms of this Agreement.

D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Contractor shall be delivered by Contractor to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Contractor shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Contractor shall

destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Contractor will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

E. Any compensation due to Contractor shall be withheld until all records are received as provided herein.

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

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

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

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of

the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

XXVIII. HUMAN TRAFFICKING. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes. This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Agreement and must be executed by the Contractor when entering into an agreement with the Village.

The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall also be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Agreement even if the Contractor was not in violation at the time it submitted its Affidavit.

[SIGNATURE PAGE TO FOLLOW]

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.

CONTRACTOR:
Alan Andai
Beachside Events
8877 Collins Avenue, #605
Surfside, FL 33154

By: _____

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

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

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____("**Vendor**")

Vendor FEIN:_____

Address:_____

City:_____ State: _____Zip:_____

Phone number:_____ Email Address: _____

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

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

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating 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 threating 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 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of **Vendor**, I certify that **Vendor** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

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

By: _____

Authorized Signature

Print Name and Title: _____

Date: _____


EXHIBIT A
BEACHSIDE EVENTS
HIGH CALIBER PRODUCTIONS
BEACHSIDEEVENTS

EXCEEDING CLIENT EXPECATIONS

EXPERIENCE WITH OVER 6000 PRODUCED EVENTS

SOUTH FLORIDA'S TRUSTED SOURCE FOR FULL TIME PROFESSIONAL TALENT LIGHTING STAFFING AND PRODUCTION

We are a Nationally Recognized and Awarded Design Production Provider.
Custom Design Capabilities ensuring our events are produced flawlessly and unique to our clients specific needs and specifications.

Tasteful-Fun-Energetic-Professional

BeachSide Events



@BeachSideEvent Follow Us Instagram

Our Passion is making sure your event is flawless and seamless



WHY BEACHSIDE EVENTS?

-DEEP UNDERSTANDING OF THE UNIQUE CULTURE, VALUES, AND COMMUNITY OF VILLAGE OF BAL HARBOUR, WITH A LONGSTANDING HISTORY OF BUILDING TRUSTED RELATIONSHIPS ACROSS NUMEROUS MUNICIPALITIES.

-A PROVEN AND TRUSTED BRAND WITH EXTENSIVE EVENT PRODUCTION EXPERTISE, HAVING SUCCESSFULLY MANAGED OVER 6,000 EVENTS AND CURRENTLY PRODUCING AN AVERAGE OF 250+ EVENTS ANNUALLY.

-STRONG TRACK RECORD IN DEVELOPING ONGOING COMMUNITY-DRIVEN PROGRAMMING, PRODUCING SIGNATURE EVENTS, AND CREATING EXPERIENCES THAT ALIGN WITH THE IDENTITY AND EXPECTATIONS OF THE BAL HARBOUR COMMUNITY.

-ESTABLISHED COLLABORATIVE RELATIONSHIP WITH BHV EVENT PLANNING TEAM, VENDORS, AND ASSOCIATES CONNECTED WITH THE VILLAGE, ALLOWING FOR SEAMLESS COORDINATION AND EXECUTION.

-KNOWN FOR BEING HONEST, TRANSPARENT, PROFESSIONAL, AND EASY TO WORK WITH FOSTERING CONFIDENCE AND RELIABILITY.

BAL HARBOUR VILLAGE INDEPENDANCE EVENT COORDINATION



Scope of Work: Fourth of July Coordination Services
Scope of Work Requested
Signature Bal Harbour Independance Day Event providing a Beach Side Party Experience.

Date July 4, 2026
Event Time 700-900 p.m.
Location Bal Harbour Jetty
Event Overview:

Food & Beverage Service 1000 Guests Total Servings and Coordination

-Entree: 700 Hotdogs with Buns and Condiments
-Sides Popcorn and Chip Service
-Dessert Fruit and Cheese Variety
-Hydration Station to include Water Juice and or Tea Variety
-BSE will supply all supplies napkins cups and serving dishes

-Giveaways 1000 American Flags
1000 Glow Sticks

-Furniture and Equipment Rentals
750 Chair Rentals
15 Folding Serving Tables for Food and Check in Area
16 Cocktail High Boys on the Beach

Performers + Band + Stage + Lighting

-Professional Live Band Music Talent family Friendly Top 40
-Professional Staging and Audio Visual with Stage Wash Light
- Bonus speakers set up around perimeter for Drone Show Activation
-F&B Staffing + (6) Bal Harbour Dedicated Registration Assistance

-Logistics Day of On Site Coordination

Staffing
Labor Set up Delivery Included in Design Rate

Design Rate 79,810

4TH OF JULY CELEBRATION







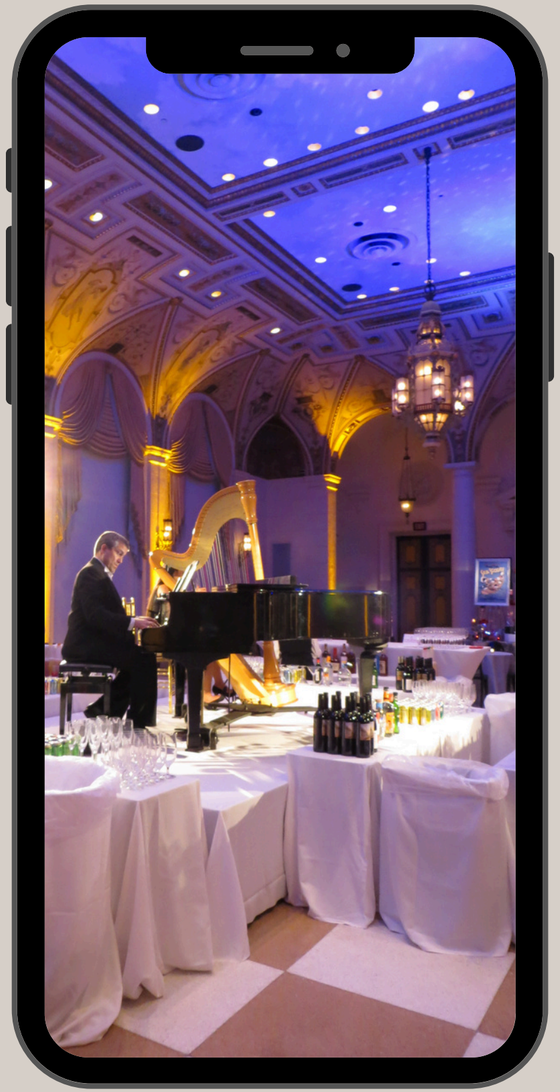
SPRING EVENT







BEACHSIDE**EVENTS**



THANK YOU

WE APPRECIATE YOUR CONSIDERATION IN BEACHSIDE EVENTS

305.989.0117
@BeachSideEvent
ALANANDAI@GMAIL.COM


BEACHSIDE EVENTS
HIGH CALIBER PRODUCTIONS
BEACHSIDEEVENTS

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Staffing
Labor Set up Delivery Included in Design Rate

Design Rate 79,810

4TH OF JULY CELEBRATION







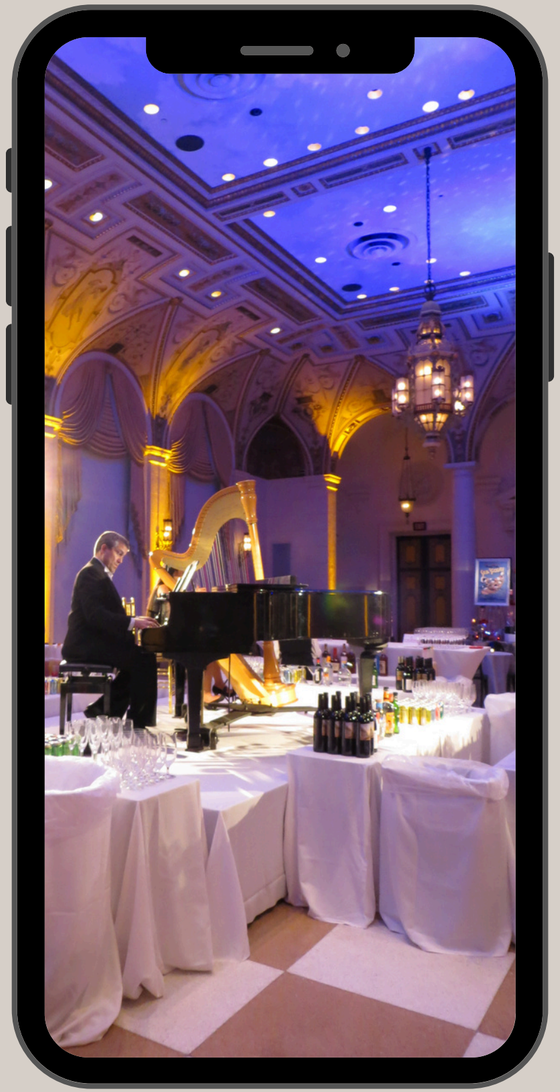
SPRING EVENT







BEACHSIDE**EVENTS**



THANK YOU

WE APPRECIATE YOUR CONSIDERATION IN BEACHSIDE EVENTS

305.989.0117
@BeachSideEvent
ALANANDAI@GMAIL.COM

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE PURCHASE OF CHAIRS AND CHAIR CARTS FROM PRADERE FOR THE BAL HARBOUR WATERFRONT PARK, IN THE AMOUNT OF $22,294.32.

Issue:

Should the Village approve the purchase of additional chairs and chair carts for the Bal Harbour Waterfront Park, from Pradere, to accommodate programming and event needs?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Bal Harbour Waterfront Park opened in December 2023 and has since become an active venue for Village programming, special events, and rentals, creating a need for additional seating to support larger gatherings and multiple concurrent activities. Staff obtained pricing from multiple vendors to purchase additional chairs (along with chair carts) and Pradere provided the lowest quote among those contacted, in the amount of $22,294.32.

The purchase will expand the Village's seating inventory (bringing the total of Village-owned chairs in the facility to 150) and provide staff with the equipment needed for efficient setup, transport, storage, and breakdown during events. The item also aligns with the Destination and Amenities pillar of the Bal Harbour Experience by enhancing the quality and flexibility of public event space at the park.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$22,294.32	Minor Capital – Non-Vehicle	01-72-506444

Sign off:

Dir of Rec, Arts & Culture	Chief Financial Officer	Village Manager
Sylvia Flores	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: May 19, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE PURCHASE OF CHAIRS AND CHAIR CARTS FROM PRADERE FOR USE AT BAL HARBOUR WATERFRONT PARK, IN THE AMOUNT OF $22,294.32; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution authorizing the purchase of chairs and corresponding chair carts from Pradere for use at the Bal Harbour Waterfront Park, in the amount of $22,294.32.

BACKGROUND

The Bal Harbour Waterfront Park opened in December 2023, and since then, has seen increased utilization in programming, special events, and rentals. With this increased usage, staff has identified the need for additional seating to accommodate larger events and multiple concurrent activities.

The proposed purchase of chairs and corresponding chair carts will expand the Village-owned seating inventory and support efficient setup and breakdown of spaces for programming, special events, and rental activity at Bal Harbour Waterfront Park.

ANALYSIS

Staff contacted multiple vendors to obtain pricing for additional chairs and chair carts for use at Bal Harbour Waterfront Park. MityLite could not provide the same product that we were looking for (as we want to match our current inventory). Empire & Co. quoted $26,805.18 and Pradere quoted $22,294.32.

	Quote
MityLite	Not available
Empire & Co.	$26,805.18
Pradere	$22,294.32

Based on the pricing received, Pradere provided the lowest available quote among the vendors. The Village has worked with Pradere previously on various projects and has been pleased with its services.

The requested purchase will provide staff with a consistent Village-owned seating inventory to support larger gatherings and concurrent activities at Bal Harbour Waterfront Park. We currently own 75 chairs and with this purchase of an additional 75 chairs, that would bring our total inventory to 150 chairs. Chair carts will also assist with storage, transport, setup, and breakdown, helping staff maintain efficient park operations and preserve the quality of the facility.

THE BAL HARBOUR EXPERIENCE

Additional seating at Bal Harbour Waterfront Park supports the Village's ability to deliver high-quality programming, special events, and rental experiences with the level of comfort and polish expected of Bal Harbour public amenities, directly aligned with the pillar of Destination and Amenities. A consistent seating inventory will help accommodate larger events and multiple concurrent activities while supporting efficient operations for residents and guests.

CONCLUSION

Council is asked to approve the Resolution authorizing the purchase of chairs and chair carts from Pradere for the Bal Harbour Waterfront Park in the amount of $22,294.32. Approval will support expanded programming, special events, and rental activity at the park. Pradere offered the lowest available quote among the vendors contacted and has provided satisfactory service to the Village on prior projects. I, therefore, recommend approval of this Resolution.

Attachment:

1. Quote from Pradere

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE PURCHASE OF CHAIRS AND CHAIR CARTS FROM PRADERE FOR USE AT BAL HARBOUR WATERFRONT PARK IN THE AMOUNT OF $22,294.32; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Waterfront Park opened in December 2023 and has experienced increased utilization for programming, special events, and rentals; and

WHEREAS, the proposed purchase of chairs and corresponding chair carts will expand the Village-owned seating inventory and support efficient setup and breakdown for programming, special events, and rental activity at Bal Harbour Waterfront Park; and

WHEREAS, staff contacted multiple vendors to obtain pricing for additional chairs and chair carts to match the current inventory, and Pradere provided the lowest available quote; and

WHEREAS, the Village Council finds that authorizing the purchase from Pradere is in the best interest of Bal Harbour Village and supports programming, special events, rentals, and the Destination and Amenities pillar of the Bal Harbour Experience.

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

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

Section 2. Purchase Approved. That the purchase of chairs and chair carts for the Bal Harbour Waterfront Park in the amount of $22,294.32, is hereby approved.

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

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

PASSED AND ADOPTED this 19th day of May, 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.

PRADERE
designer workspaces

a different way to work

MillerKnoll
CERTIFIED DEALER

Proposal

7655 W 20th Ave
Hialeah, FL 33014

Order Number	15648
Date	04/27/2026
Customer PO No	
Customer Name	Bal Harbour Village
Salesperson	Enza Guida
Project Name	Bal Harbour Villages
Terms	NET 30
Page	1 of 3

TO
Bal Harbour Village
655 96th Street
Bal Harbour, Fl 33154

ATTN: Sylvia Flores
Email: sflores@balharbourfl.gov

SHIP TO
Bal Harbour Village
655 96th Street
Bal Harbour, Fl 33154

ATTN: Sylvia Flores
Email: sflores@balharbourfl.gov

Prepared by: Pat Alfonso

Line	Quantity	Description	Unit Price	Extended Amount
1	1.00	Pradere Handling Surcharge	207.12	207.12
3	75.00	Leland International :Amadeus Side Stacking Chair 4 Leg :Tapered base :Shell Selection - TBD :Frame Finish Powder Coasted -TBD :Glide or Caster Standard :	242.24	18,168.00
4	4.00	Leland International :Amadeus Transpot / Stacking Dolly :Frame Type - Four Leg Chair	636.05	2,544.20
5	1.00	Pradere Delivery and Off-Load	1,375.00	1,375.00
			Order Sub-Total :	$22,294.32
			TOTAL ORDER :	**$22,294.32**

Financing Options Available

Term	Monthly Payment
36 Months	$714.53
48 Months	$556.91
60 Months	$462.83

Notes:

1. All monthly payments calculated above do not include applicable taxes; such taxes will be referenced in the financing agreement and are the responsibility of the customer.

2. This Proposal is an expression by LEAF Capital Funding, LLC of its interest in pursuing a transaction on the general terms and conditions outlined above. The Proposal is not intended to and does not create any binding legal obligation on the part of either party. THE PROPOSAL IS NOT, AND IS NOT TO BE CONSTRUED AS, A COMMITMENT BY LEAF OR ANY RELATED ENTITY TO PROCEED WITH ANY TRANSACTION. LEAF Capital Funding, LLC will not be obligated to proceed with any transaction until the satisfactory completion of its credit, legal and investment approval process. The terms and conditions of the Proposal shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to the proposed transaction. This proposal is for new equipment which shall be used for business purposes only and not for personal, family or household use.

For more information contact your Pradere Account Representative or LEAF Capital Funding, LLC.

PLEASE REVIEW THIS QUOTATION AND NOTIFY US PROMPTLY OF ANY CORRECTIONS REQUIRED THANK YOU FOR THE OPPORTUNITY TO BE OF SERVICE

Quote is valid for 15 days from date of quote.

By signing this proposal I confirm I have read and accepted the terms & conditions below.

Please ask your sales representative for current lead times.

PRADERE
designer workspaces

a different way to work

MillerKnoll
CERTIFIED DEALER

Proposal

7655 W 20th Ave
Hialeah, FL 33014

Order Number	15648
Date	04/27/2026
Customer PO No	
Customer Name	Bal Harbour Village
Salesperson	Enza Guida
Project Name	Bal Harbour Villages
Terms	NET 30
Page	2 of 3

Name: _____ Title: _____

Signature: _____ Date: _____

PRADERE
designer workspaces

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MillerKnoll
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Proposal

7655 W 20th Ave
Hialeah, FL 33014

Order Number	15648
Date	04/27/2026
Customer PO No	
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Salesperson	Enza Guida
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Terms	NET 30
Page	3 of 3

Pradere Office Products

GENERAL TERMS AND CONDITIONS

IT'S AGREED BETWEEN SELLER AND PURCHASER AS FOLLOWS:

1. All goods sold hereunder are of special manufacture, design or order, and are not subject to cancellation or return.
2. Requests for changes/revisions, after order entry, must be reviewed to determine feasibility, cost ramification and lead-time impact. Purchaser agrees to pay all costs incurred by Seller as a result of the implementation of a revision. On-site change order requests will incur charges as appropriate
3. Postponements/delays requested or caused by Purchaser increase Seller's costs, and will be analyzed by Seller and options presented to Purchaser. Payment by purchaser may be required by Seller for product, storage, double handling, and other costs incurred by Seller, depending upon the length of the delay, the amount of notice, and the resulting costs incurred by Seller. Purchaser agrees to make said payments upon request. Invoicing of, and prepayment by, Purchaser, including price increases, may be required at the time of manufacture, shipping, or product transfer to storage. Seller may require Purchaser to prepay related services prior to final delivery.
4. When delivery is delayed by the Purchaser, the Seller reserves the right to place the goods in storage at the Purchaser's risk and expense. Storage will be charged to the Purchaser at a rate of $2.00 per square foot per month and prorated weekly. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment.
5. Lead-time estimates are based the manufacturer's published production times in effect at the date of the proposal plus order processing and transit time. Lead times may vary based upon receipt of Purchaser's acceptance. Seller is not responsible for any damages to Purchaser caused by delay.
6. Any sample or model shown to Purchaser is used to illustrate general type and quality of product. Purchaser acknowledges that there may be variations in finish, color and quality based on the manufacturer's guidelines.
7. Seller warrants that the goods shall be neither defective nor damaged upon delivery, shall be as set forth on the face of this document and that Seller shall transfer title of the goods, upon full payment, to the Purchaser free and clear of all third-party claims and liens. There are no other warranties, express or implied, which extend beyond those set forth in the preceding sentence. In the case of defective or damaged goods where a claim is made by Purchaser within said (5) days, Seller's obligation is limited to repair or replacement at Seller's option of the defective or damaged goods, and Seller is not responsible for any damages consequential or otherwise.
8. Installation, unless otherwise stated, assumes the following conditions; Non-union labor, normal working hours (no over-time), elevator access directly into staging/installing area (no cross overs), site free and clear of conflicting trades (site must include; lighting and appropriate environmental conditions), priority use of elevators during off-loading and trash removal, loading dock available. Hardwiring of electrical and data is not included and must be supplied by licensed electrician and/or IT. Installation includes trash removal and final walk-through/punch list sign off.
9. When Purchaser supplied product is a part of the contract, the following applies, "Verification by Seller does not absolve the Purchaser of the responsibility"
10. Sales tax is calculated based on standard tax rates for the final delivery destination and established within the guidelines set forth by the Florida Department of Revenue. Purchaser agrees to pay all such taxes or provide Seller with appropriate certificate showing tax exemption or resale status.
11. Purchaser agrees to pay according to the terms & conditions set forth on the face of this document. Deposits requested are due upon execution of this agreement or issuance of a standard purchase order. Progress payments are due upon request as indicated. If product is going out of the country, 100% of payment will be paid before shipping or delivery to freight forwarder. Orders $5000.00 and less require payment in full at time of approval.
12. If payment is made to seller via credit card, a 3.5% fee convenience fee will be added at the time the payment is processed
13. Any amount not paid by Purchaser when due may incur a late charge of ten percent (10%) of the unpaid balance and shall thereafter bear interest at a rate of one and on half percent (1.5%) per month from the date of delinquency. If Purchaser fails to pay any amount when due, Purchaser agrees to pay all of Seller's actual attorney's fees, costs of investigation, court costs and other expenses incurred in connection with Seller's attempt to collect the balance due, whether or not suit is commenced. This contract is entered into by Purchaser and Seller at the office of Seller at which this contract is accepted by Seller. Purchaser agrees that Florida courts for the county in which Seller's office is located at which this contract is entered into have jurisdiction over the parties with respect to any dispute relating to the contract and are proper venue for trail of any such dispute. This contract shall be interpreted in accordance with and construed under the laws of the State of Florida.
14. Time is of the essence of this contract, and acceptance by Seller of any payment after the due date, or any lesser sum, shall not constitute a waiver by Seller of any past, present or future default of purchaser.
15. No agent, employee or representative of Seller has any authority to bind any affirmation, representation or warranty concerning the goods sold under this contract, and unless an affirmation, representation or warranty made by an agent, employee or representative is specifically set forth in this written contract, it has not constituted a part of the basis of this contract and shall not in any way be enforceable.
16. This contract, together with any exhibits attached to it, constitutes the entire agreement of the parties with respect to the transaction contemplated herein and supersedes any and all prior arrangements or understandings between the parties with respect thereto. Any amendment or modification in the provisions of this contract shall be effective only upon execution and delivery by all parties hereto of a writing incorporating all of such terms of such amendment or modification.
17. The Signatory acknowledges receipt of a copy of this contract and acceptance of the terms herein.
18. Title and ownership of the products being sold shall not pass to the purchaser until such time as payment, in full, has been made to the Seller and received in cleared funds. Until such time as title and ownership has passed to purchaser as provided for herein, Pradere Office Products. retains the Inc. retains the legal right to take possession of the products, if deemed appropriate by seller in its sole discretion. Moreover, if payment has not been made received in cleared funds within the time frames provided for herein, then the seller is authorized to take possession of said products and if deemed appropriate, in seller's sole discretion, the products may be sold and the proceeds used to pay the balance owing to seller. Any excess proceeds above the remaining unpaid purchase price will be remitted to purchaser. Any balance remaining unpaid after any such sale shall continue to be the purchaser's obligation and shall be paid forthwith.

PROJECT # 15648

Quote Date: 04/27/2026

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE PAYMENT TO HOMESTEAD CONCRETE AND DRAINAGE INC., IN THE AMOUNT OF $71,000, INCLUSIVE OF CONTINGENCY, FOR SIDEWALK DEMOLITION AND DECORATIVE SIDEWALK INSTALLATION AT THE FOUNDERS CIRCLE

Issue:

Should the Village Council ratify the payment to Homestead Concrete in the amount of $71,000, inclusive of contingency, for sidewalk demolition and decorative sidewalk installation

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Bal Harbour Village Founders Circle was dedicated on January 7, 1990, to honor those individuals who made a significant contribution to Bal Harbour Village. With the passage of time, the circle is now in need of sidewalk renovations and landscape improvements. Homestead Concrete and Drainage, Inc. has been the preferred contractor that has previously repaired and installed decorative sidewalk throughout Bal Harbour Village. They in turn were contracted by Whiting Turner for the installation of matching sidewalk as part of the Harding Realignment project. The Village received a proposal from Homestead Concrete for the demolition and reconstruction of the Founders Circle decorative sidewalk in the amount of $71,000, inclusive of contingency. To avoid delays and further impact on traffic, we proceeded to complete the work and bring for ratification. Accordingly, the Public Works and Beautification Department asked Homestead Concrete to perform this work to coincide with the completion of the Harding Realignment project.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$71,000	Maintenance of Streets and Parks – Resort Tax Fund	10-53-505300

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: May 19, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE PAYMENT TO HOMESTEAD CONCRETE AND DRAINAGE, INC., IN THE AMOUNT OF $71,000, INCLUSIVE OF CONTINGENCY, FOR SIDEWALK DEMOLITION AND DECORATIVE SIDEWALK INSTALLATION AT THE FOUNDERS CIRCLE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Bal Harbour Village Founders Circle was dedicated on January 7, 1990, to honor those individuals who made a significant contribution to Bal Harbour Village. The names on the original plaque include Robert C. Graham, Sol M. Taplin and Stanley F. Whitman. The circle is currently used to display our flags and is home to the holiday season festivities, along with serving as a passive park to our residents.

The Public Works and Beautification Department is charged with maintaining the site while providing a safe and enjoyable venue for our residents. With the passage of time, the circle is now in need of sidewalk renovations and landscape improvements. The timing of the hardscape improvements are better served to begin and conclude during the current Harding Realignment project in order to celebrate a fully completed project at the same time.

ANALYSIS

The Harding Realignment project, managed by Whiting-Turner began July 2025, and is set to conclude in June 2026. Among the many attributes of the project, it also included new decorative concrete sidewalk adjacent to the Founders Circle but did not include the circle itself.

Homestead Concrete and Drainage, Inc. has been the preferred vendor contracted to repair and install the decorative sidewalk throughout Bal Harbour Village. Homestead was contracted by Whiting-Turner for the installation of the matching decorative sidewalk as part of their project.

To coincide with the timing of the conclusion of the realignment project, the administration requested and received a proposal from Homestead Concrete for the demolition and reconstruction of the Founders Circle decorative sidewalk in the amount of $71,000, inclusive of contingency

The circle and streetscape are in disrepair, with that condition magnified when shown adjacent to the newly installed sidewalks and landscaping. This scope of work was necessary to ensure cohesive and consistent aesthetics. To avoid delays and further impact on traffic, we proceeded to complete the work and bring for ratification.

THE BAL HARBOUR EXPERIENCE

The Bal Harbour Experience is reflected in the Village's commitment to maintaining a clean, well-managed, and aesthetically exceptional community, consistent with our focus on a Beautiful Environment and the highest quality of life. Refurbishing the Founders Circle allows the Village to uphold the high standards of quality, reliability, and refinement that define Bal Harbour.

CONCLUSION

The Bal Harbour Village Founders Circle's decorative sidewalk has been deteriorating slowly over time after its dedication on January 7, 1990. The administration contracted Homestead Concrete and Drainage, Inc., the Village's preferred vendor for this work, for the demolition of the old Founders Circle sidewalk and installation of a new decorative sidewalk to coincide with the Harding Realignment project completion timeline.

Homestead Concrete was also contracted by Whiting-Turner to install the decorative sidewalk in areas within their realignment project and adjacent to the Founders Circle but did not include the circle.

This resolution ratifies the payment to Homestead Concrete in the amount of $71,000, inclusive of contingency, for the demolition and installation of a new decorative sidewalk at the Founders Circle. Therefore, I recommend approval of this resolution.

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING THE PAYMENT TO HOMESTEAD CONCRETE AND DRAINAGE, INC., IN THE AMOUNT OF $71,000, INCLUSIVE OF CONTINGENCY, FOR SIDEWALK DEMOLITION AND DECORATIVE SIDEWALK INSTALLATION AT THE FOUNDERS CIRCLE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Bal Harbour Village Founders Circle was dedicated on January 7, 1990 to honor those individuals who made significant contributions to Bal Harbour Village; and

WHEREAS, with the passage of time, the circle is now in need of sidewalk renovations and landscape improvements; and

WHEREAS, the timing of the hardscape improvements are better served to begin during the current Harding Realignment project; and

WHEREAS, Homestead Concrete and Drainage, Inc. ("Homestead Concrete") has been the preferred vendor to repair and install decorative sidewalk throughout Bal Harbour Village; and

WHEREAS, Homestead Concrete was also contracted for the installation of matching sidewalk as part of the Harding Realignment project; and

WHEREAS, to coincide with the timing of the conclusion of the realignment project, the administration requested and received a proposal from Homestead Concrete for the demolition and reconstruction of the Founders Circle decorative sidewalk in the amount of $71,000, inclusive of contingency; and

WHEREAS, this Council has determined that it is in the best interest of the Village to ratify payment for the demolition and installation of the decorative sidewalk at the Founders Circle to Homestead Concrete and Drainage, Inc. in the amount of $71,000, inclusive of contingency.

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

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

Section 2. Authorizing Payment. That the Village Council hereby ratifies payment for the demolition and installation of decorative sidewalk at the Founders Circle to Homestead Concrete and Drainage, Inc. in the amount of $71,000, inclusive of contingency.

Section 3. Appropriations Approved. That the FY 2025-26 Resort Tax Fund Budget is amended by $71,000 for the demolition and installation of decorative sidewalk at the Founders Circle from fund balance.

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

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

PASSED AND ADOPTED this 19th day of May 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.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING TASK AGREEMENT #2 BETWEEN BAL HARBOUR VILLAGE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PARK DRIVE LANDSCAPE CONCEPT DESIGN SERVICES; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS ($21,955)

Issue:

Should the Village Council approve Task Agreement #2 with Kimley-Horn and Associates, Inc. for Park Drive landscape concept design services, approve a budget amendment, and authorize the Village Manager to execute the task agreement and process payment?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Bal Harbour Civic Association ("BHCA") has identified a priority project to advance security and landscape improvements within the gated community. The BHCA Board reviewed and unanimously approved Task Agreement #2 with Kimley-Horn and Associates, Inc. in the amount of $21,955 and recommended approval to the Village Council. The proposed Task Agreement #2, issued under the Village's existing Continuing Services Agreement for Professional Landscape Architectural and Consulting Services, provides for landscape concept design services along Park Drive, including preparation of a concept-level plan, conceptual planting palette, furnishing selections, and rendered street views illustrating the proposed design intent and materials.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

The Bal Harbour Civic Association (BHCA) Board reviewed and unanimously approved Task Agreement #2 for the Park Drive Landscape Concept Design on March 9, 2026.

Financial Information:

	Amount	Account	Account #
	$21,955	Security and Landscape Fund - Engineering Architecture Studies	11-29-503103

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: May 19, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING TASK AGREEMENT #2 BETWEEN BAL HARBOUR VILLAGE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PARK DRIVE LANDSCAPE CONCEPT DESIGN SERVICES UNDER THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL AND CONSULTING SERVICES DATED NOVEMBER 6, 2024; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS ($21,955); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE TASK AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Village Council approve the Resolution.

BACKGROUND

On September 17, 2024, the Village Council authorized the Village to enter into a Continuing Services Agreement with Kimley-Horn and Associates, on behalf of the Bal Harbour Civic Association (BHCA), for the provision of landscape architectural and professional consulting services within the Gated Residential Community. Under this agreement, which was signed on November 6, 2024, individual task agreements are issued for specific project scopes as needs arise. The Bal Harbour Civic Association (BHCA) has identified a priority project to advance security and landscape improvements within the gated community.

In June 2025, Task Agreement #1 was approved in the amount of $19,841 for the streetlight replacement project, Park Drive beautification and power separation at the 96th street gate. Under Task Agreement #1, Kimley Horn began providing early coordination, site visits and preliminary consultation. However, only $7,957 has been expended, in part because a current boundary and topographic survey is needed before they proceed with their work. The survey is presented to you under a separate agenda item at this meeting.

ANALYSIS

A site visit was conducted on August 14, 2025, to review existing conditions, and the BHCA provided input on the preferred design for the landscape improvements. On March 9, 2026, the BHCA Board reviewed and unanimously approved Task Agreement #2.

The proposed Task Agreement #2, Concept Design prepared by Kimley Horn encompasses the following scope of work and deliverables at a lump sum fee of $21,955.

- Kick off meeting and Site observations
- Preparation of one (1) concept-level plan illustrating, bench placement, and decorative planting areas
- A conceptual planting palette showing representative tree, palm, shrub and groundcover species
- Provide furnishing selections for benches consistent with Village standards
- Prepare up to three (3) rendered street views to illustrate the design intent and materials

A separate item on this agenda addresses the procurement of a survey to support the advancement of this project. The proposed improvements are located entirely on BHCA private property with no modifications to curbs, pavement, crosswalks, or other roadway elements.

Kimley-Horn and Associates, Inc. is a nationally recognized engineering and planning firm with extensive experience in landscape architecture and civil engineering. Task Agreement #2 falls under the existing Continuing Services Agreement. This work is eligible for funding under the Security and Landscape Assessment, which authorizes expenditures supporting the maintenance, improvement, and operational needs of the gated residential community.

THE BAL HARBOUR EXPERIENCE

This item supports the Village's goals of maintaining a Beautiful Environment, Safety, and Modernized Public Facilities/Infrastructure by advancing design improvements within the gated residential community.

CONCLUSION

I have reviewed the proposed Task Agreement #2 and agree that approval of this item will enable the Village to advance the landscape concept design within the gated residential community. This project aligns with the Village's commitment to maintaining and improving its residential infrastructure. Therefore, I recommend approval of this item.

Attachments:

1. BHCA Board Meeting Minutes (03/09/26)
2. Landscape Concept Design
3. Landscape Concept Design Work Plan

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING TASK AGREEMENT #2 BETWEEN BAL HARBOUR VILLAGE AND KIMLEY-HORN AND ASSOCIATES, INC. FOR PARK DRIVE LANDSCAPE CONCEPT DESIGN SERVICES UNDER THE CONTINUING SERVICES AGREEMENT FOR PROFESSIONAL LANDSCAPE ARCHITECTURAL AND CONSULTING SERVICES DATED NOVEMBER 6, 2024; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF TWENTY-ONE THOUSAND NINE HUNDRED FIFTY-FIVE DOLLARS ($21,955); AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE TASK AGREEMENT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 6, 2024, Bal Harbour Village entered into a Continuing Services Agreement for Professional Landscape Architectural and Consulting Services with Kimley-Horn and Associates, Inc.; and

WHEREAS, the Bal Harbour Civic Association ("BHCA") has identified a priority project to advance security and landscape improvements within the gated community; and

WHEREAS, Kimley-Horn has prepared a proposed Task Agreement #2, for landscape concept design services at a lump sum fee of $21,955; and

WHEREAS, the BHCA Board reviewed and unanimously approved Task Agreement #2 at their March 9, 2026 Board meeting; and

WHEREAS, the Village Council has determined that approving Task Agreement #2 with Kimley-Horn and Associates, Inc. and approving a budget amendment is in the best interests of the Village and its residents.

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

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

Section 2. Approval of Task Agreement #2. The Village Council hereby approves Task Agreement #2 between Bal Harbour Village and Kimley-Horn and

Associates, Inc. for landscape concept design services at a lump sum fee of $21,955, under the Continuing Services Agreement dated November 6, 2024.

Section 3. Manager Authorized. The Village Council hereby authorizes the Village Manager to execute Task Agreement #2 and to process payment to Kimley-Horn and Associates, Inc. for services rendered thereunder.

Section 4. Appropriations Approved. That the current fiscal year Security and Landscape Budget is amended by $21,955 for the Park Drive landscape concept design services under Task Agreement #2.

Section 5. Implementation. The Village Manager is authorized and directed to take all actions necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 19th day of May, 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.

BAL HARBOUR
CIVIC ASSOCIATION

OFFICIAL MINUTES OF THE MEETING OF
THE BOARD OF DIRECTORS
FOR VILLAGE SUBMISSION
BAL HARBOUR CIVIC ASSOCIATION, INC.

A Meeting of the Board of The Bal Harbour Civic Association, Inc., a Florida corporation not-for-profit (the "Association") was held on March 9, 2026 pursuant to the By-Laws of the Association.

The following directors were present virtually via Zoom:

- Eitan Zimerman, President
- Jose Biton, Vice President
- Rita Collins, Director
- Neca Logan, Treasurer
- Ana Chaverria, Property Manager

The following director was absent:

- Daniel Mael, Secretary

The meeting was called to order at 7:00 PM.

Quorum was established.

The following actions were taken:

1. **96th Street Guard – Extended Hours.** The Board voted to extend the existing Monday through Friday security guard post at the 96th Street gate from the current schedule of 8:00 AM to 4:00 PM to a new schedule of 8:00 AM to 6:00 PM, at a rate of $29.00 per hour. The additional two (2) hours per day represent an annual cost of $15,080. The total annual cost for the 96th Street guard post, inclusive of the extended hours, is $75,400 (up from the current $60,320 per year). The motion was approved unanimously, 4-0.

2. **RFP – General Contractor Services.** The Board approved the posting of a Request for Proposals (RFP) for General Contractor Services with a not-to-exceed budget of $150,000. The contract term shall be three (3) years or until the budget is exhausted,

whichever comes first, with two optional one-year renewals where the budget resets at each renewal period. Anticipated projects include guardhouse re-striping, Park Drive wall exploration, hazardous street light removal, and pedestrian gate lighting, along with additional as-needed services. The motion was approved unanimously, 4-0.

3. **RFP – Street Light Replacement Project.** The Board approved the posting of a Request for Proposals (RFP) for the Street Light Replacement Project. The RFP will solicit proposals under two options: Option A, a full turnkey approach where the contractor supplies all materials and labor; and Option B, an owner-furnished approach where the Association sources poles and fixtures directly from its vendor and the contractor handles all other work. The RFP scope includes lighting design and electrical engineering as a design-build component. The motion was approved unanimously, 4-0.

4. **RFP – Landscaping Services.** The Board approved the posting of a Request for Proposals (RFP) for Landscaping Services. The motion was approved unanimously, 4-0.

5. **RFQ – Architectural, Engineering, Mechanical, Civil & Landscape Services.** The Board approved the posting of a Request for Qualifications (RFQ) for architectural, engineering, mechanical, civil, and landscape professional services. The motion was approved unanimously, 4-0.

6. **Council Item – Park Drive Survey (APT Construction, $22,715).** The Board approved proceeding with APT Construction to perform a survey of Park Drive at a cost of $22,715. The survey data will be provided to Kimley-Horn to support the Park Drive Linear Park concept design. The motion was approved unanimously, 4-0.

7. **Council Item – Kimley-Horn Task Agreement #2 – Park Drive Linear Park Concept Design ($21,955).** The Board approved Kimley-Horn Task Agreement #2 for the Park Drive Linear Park Concept Design under the Continuing Services Agreement for Professional Landscape Architectural and Consulting Services dated November 6, 2024, at a lump sum fee of $21,955. The scope includes a kick-off meeting, site walk, preparation of a concept-level plan illustrating the proposed sidewalk alignment, bench placement, and decorative planting areas, a conceptual planting palette, furnishing selections, up to three (3) rendered street views, and associated meetings and revisions. The motion was approved unanimously, 4-0.

The Meeting was adjourned at 7:45 PM.

Dated as of March 10, 2026.

Eitan Zimerman, President 2026-27
Bal Harbour Civic Association, Inc.

April 28,2026

Julio Magrisso
Director, Publics Work & Beautification, Bal Harbour
655 96th St, Bal Harbour, FL 33154

Re: Task Agreement #2: Park Drive Concept Landscape Design
Proposal for Professional Consulting Services

Dear Mr. Magrisso,

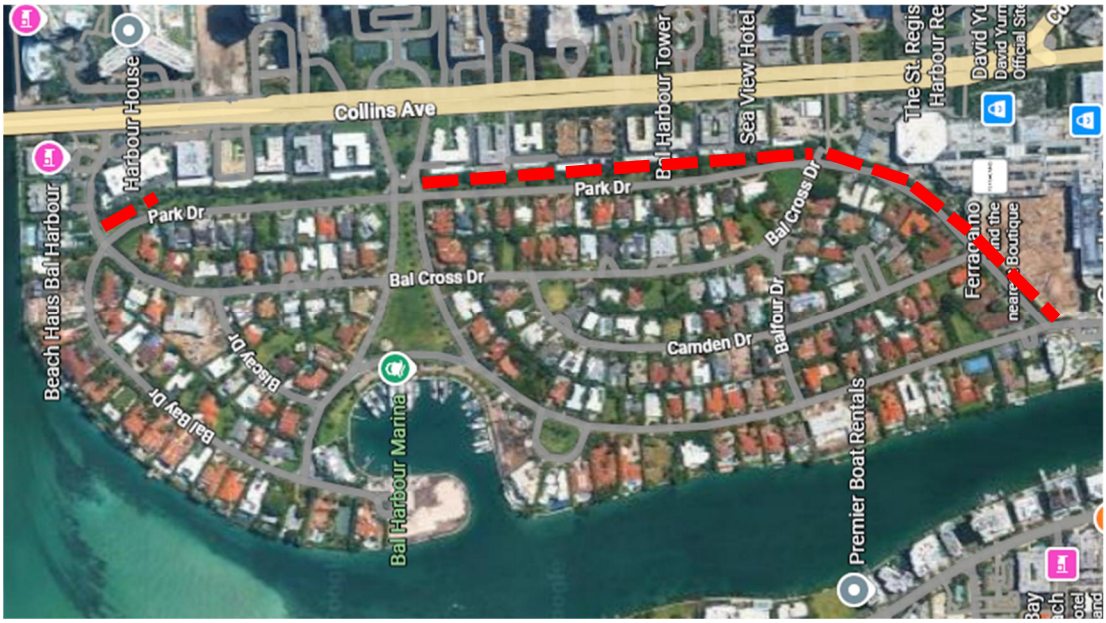
Describing a specific agreement between **Kimley-Horn and Associates, Inc**. ("Consultant"), and **Bal Harbour Village**, Florida ("Village"), this **Task Agreement #2** shall be in accordance with the terms of the **Continuing Services Agreement for Professional Landscape Architectural and Consulting Services** dated **November 6, 2024,** ("Agreement"), which are incorporated herein by reference, Consultant will provide professional consulting services, as described below and as associated with the above referenced project.

Our project understanding, scope of services, assumptions, schedule, and fees are provided herein.

PROJECT UNDERSTANDING

Village intends to enhance the green area along Park Drive. The project limits extend along the east side of Park Drive from Bal Cross Drive to Bal Bay Drive, as illustrated in Exhibit A ("Project"). The proposed improvements will be located within private property owned by the Bal Harbour Civil Association (BHCA) and may include a new sidewalk, decorative planting adjacent to the walkway, and the introduction of benches and other pedestrian amenities. The design will tie to existing curbs and roadway edges, with no modifications to curbs, pavement, crosswalks, or other roadway elements.

Exhibit A: Project Limits Represented by the Dashed Red Line.



PROJECT ASSUMPTIONS

The following assumptions and exclusions serve as the basis of fees provided herein. This list is not suggested or intended to be exhaustive or absolute.

- Kimley-Horn will rely on field observation and record information provided by the Village. A current boundary or topographic survey will not be prepared by Kimley-Horn. Any discrepancies between field observations and as-built conditions may require design adjustments by others.
- Deliverables will be prepared one time for Village/BHCA review; significant revisions or redesigns will be considered additional services.
- The existing irrigation system is assumed to have sufficient capacity and pressure to support the future landscaped areas. Verification of source, pressure, and available flow will be provided by the Village or property maintenance representative. Booster pumps, meters, or backflow preventers are excluded.
- Tree survey, arborist services, tree relocation design, or tree removal coordination are not included in this phase of the project.
- Identification and avoidance of underground utilities are the responsibility of the Contractor. Kimley-Horn will not perform utility investigations, potholing, or coordinate new utility design. Kimley-Horn will not design new utilities or modify existing drainage structures.
- Permitting, application services, and construction phase services are excluded under this task assignment.
- The proposed improvements are located entirely on private property. No work within the public right-of-way is included under this agreement.
- The design and permitting of crosswalks, ramps, pavement markings, signage, or roadway striping are excluded. Coordination of such elements with the Village or traffic consultant will be by others.
- Lighting design is not included.
- Additional tasks may be necessary to complete the project based on Agencies Having Jurisdiction or Client requirements. If necessary, the Consultant will provide the Village with a separate scope and fee for those efforts

RESPONSIBILITIES OF VILLAGE

In addition to other responsibilities set out in this Agreement, the Village shall:

- Provide a suitable gathering area for all in-person meetings.
- Provide access to the site, including any necessary approvals or coordination for consultant and sub-consultant visits.
- Provide available background information including aerial imagery, record drawings, or other documentation relevant to the project area.
- Communicate updates to stakeholders and focus groups, including project progress, meeting schedules, and key decisions, through appropriate channels such as emails, meetings, and/or public notices.
- Provide timely and consolidated feedback on all deliverables within the agreed-upon review periods to avoid project delays.

BASE SCOPE OF SERVICES

Consultant will provide professional landscape architectural scope of services as outlined below.

TASK 1.00 - PARK DRIVE LANDSCAPE CONCEPT DESIGN

1.01. Concept Design: Kimley-Horn will assist the Client in developing a concept plan for the Project. The scope will focus on enhancing the Project site with a new sidewalk, benches, and decorative planting adjacent to the walkway. The following conceptual design services will be provided as part of this task:

- **Kick-Off Meeting:** Meet with the Client to review project goals, desired aesthetics, and alignment with existing Village character.
- **Site Walk:** Conduct one (1) visit to observe current site conditions, take photos, and document existing features.
- **Concept Plan Preparation:** Prepare one (1) concept-level plan illustrating the proposed sidewalk alignment, bench placement, and adjacent decorative planting areas. The plan will be prepared utilizing available aerial imagery and field observations, as no current boundary or topographic survey is available for this portion of the project. Survey information from other Village or BHCA projects may be referenced for general context only and shall not be considered accurate for design or dimensional purposes.
- **Planting Palette:** Prepare a conceptual planting palette showing representative tree, palm, shrub, and groundcover species suited to the site's conditions and character.
- **Furnishing Selections:** Provide imagery and product data for benches consistent with Village standards or precedent installations.
- **Rendering:** Prepare up to three (3) rendered street views to illustrate the design intent and materials along the walkway.
- **Revisions:** Kimley-Horn will refine the concept one (1) time following receipt of consolidated Client comments.
- **Meetings:** Participate in up to two (2) concept review meetings and one (1) with a representative of the Village to present the concept and receive feedback.
- **Deliverables:** 11"x17" concept plan package (PDF format that consist of:
  - Concept Plan
  - Planting Palette
  - Furnishing imagery
  - Rendered Perspectives

INFORMATION PROVIDED BY VILLAGE

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Village or the Village's consultants or representatives.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope of services will be part of a separate task order, but are not limited to, the following:

- Detailed design development or preparation of construction documents
- Civil engineering services
- Utility design or coordination
- Drainage analysis or drainage design

- Irrigation design
- Lighting design
- Preparation of cost estimates or construction budgets
- Tree survey, arborist services, or tree relocation/removal design
- Permitting or regulatory agency coordination
- Public meetings, stakeholder workshops, or presentations beyond those identified in the scope
- Additional renderings or visualization beyond those included in the base scope
- Revisions beyond those included in this scope
- Construction phase services including shop drawing review, site visits, or construction administration
- Services required due to changes in project scope, project limits, or client direction
- Services required by agencies having jurisdiction that are not identified in the base scope
- Deliverables and any other service not specifically listed in “Scope of Services”

SCHEDULE

Consultant will provide our services in an expeditious and orderly manner to meet the schedule of the above tasks as mutually agreed to with the Village.

FEE AND EXPENSES

The Consultant will perform the services in Tasks 1.00 for the total lump sum labor fee below.

1.00	Park Drive Landscape Concept Design	$21,955	Lump Sum

In addition to lump sum labor fees, direct reimbursable expenses such as express delivery services, and other direct expenses will be billed at 1.15 times cost. A percentage of the labor fee will be added to each invoice to cover telecommunications, in-house reproduction, postage, supplies, project-related computer time, and local mileage. All permitting, application, and similar project fees will be paid directly by the Village. If the Village requests Consultant to advance any such fees on their behalf, an invoice for these costs, with a 15% markup, will be immediately issued to and must be paid by the Village.

Consultant reserves the right to reallocate amounts among tasks as necessary. Payment is due within 25 days of receipt of the invoice and should reference both the invoice number and Consultant project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached **Continuing Services Agreement for Landscape Architectural and Consulting Services**, which are incorporated by reference. As used in the Agreement, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Village" shall refer to **Bal Harbour Village, Florida**.

To expedite invoices and reduce paper waste, Consultant submits invoices via email in PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Consultant project number with all payments. Please provide the following information:

Please email invoices to: _____

Please copy: _____

To proceed with the services, please have an authorized person sign this Agreement below. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement and the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Julio Collier, P.E.
Senior Vice President

Gregory A. Gonzalez, PLA
Associate

4/28//26

Project: Task Agreement #2
Project Number: TBD
Contract: Continuing Services Agreement for Professional Landscape Architectural and Consulting Services

Firm		Kimley-Horn and Associates											
Job Classification		Senior Professional I		Professional		Analyst		Senior Technical Support		Support Staff		Total Hours	Labor SubTotal
Applicable Rate		$ 414.50		$ 289.25		$ 167.25		$ 275.00		$ 150.00			
Work Activity		Staff Hours	Cost / Activity	Staff Hours	Cost / Activity	Staff Hours	Cost / Activity	Staff Hours	Cost / Activity	Staff Hours	Cost / Activity		
1.00	Park Drive Landscape Concept Design	5	$ 2,073	24	$ 6,942	40	$ 6,690	20	$ 5,500	5	$ 750	94	$ 21,955
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Total Hours		5		24		40		20		5		94	
Total Staff Cost		$ 2,073		$ 6,942		$ 6,690		$ 5,500		$ 750			$ 21,955
Total % of Work by Position		9%		32%		30%		25%		3%		100%	

4/28/26

1- SUBTOTAL ESTIMATED CONSULTANT FEE:		$ 21,955
Sub-Consultant:	N/A	$ -
Sub-Consultant:	N/A	$ -
2- SUBTOTAL ESTIMATE FEE:		$ 21,955
Surveying Services		$ -
Geotechnical Field & Lab Testing		$ -
Other Misc. Fee		$ -
3- SUBTOTAL ESTIMATE FEE:		$ 21,955
Additional Services (Excluded)		$ -
Reimburseable (Excluded)		$ -
GRAND TOTAL ESTIMATED FEE:		$ 21,955

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE ACTIONS OF THE BAL HARBOUR CIVIC ASSOCIATION TO ENTER INTO AN AGREEMENT WITH APT CONSTRUCTION SERVICES, INC. FOR A BOUNDARY AND TOPOGRAPHIC SURVEY AND AN ENVIRONMENTAL TREE SURVEY OF THE PARK DRIVE TRACTS IN BLOCKS 7 AND 8; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS ($22,715).

Issue:

Should the Village Council approve the proposal from APT Construction Services, Inc., approve a budget amendment and authorize the Village Manager to process payment to APT Construction Services, Inc. for eligible costs?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

On March 9, 2026, the BHCA Board reviewed proposals received and unanimously approved the combined proposal from APT Construction Services, Inc. in the amount of $22,715 to perform a boundary and topographic survey ($19,411) and an environmental tree survey ($3,304) of the Park Drive Tracts in Blocks 7 and 8, Plat Book 44, Page 98. Three proposals were received, and APT Construction Services, Inc. offered the most competitive and comprehensive proposal addressing the full scope of both survey services. The survey will document the security wall boundary surrounding the Assessment Area along the Park Drive corridor, establish baseline site conditions for current and future landscape placement within the open space served by the Security and Landscape Program, and support the planning of security lighting and streetlight replacement along the Park Drive perimeter.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

The Bal Harbour Civic Association (BHCA) Board reviewed and unanimously approved proceeding with APT Construction Services, Inc. to perform the Park Drive boundary and topographic survey and environmental tree survey on March 9, 2026.

Financial Information:

	Amount	Account	Account #
	$22,715	Security and Landscape Fund - Engineering Architecture Studies	11-29-503103

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: May 19, 2026

SUBJECT: **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 APT CONSTRUCTION SERVICES, INC. FOR A BOUNDARY AND TOPOGRAPHIC SURVEY AND AN ENVIRONMENTAL TREE SURVEY OF THE PARK DRIVE TRACTS IN BLOCKS 7 AND 8; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS ($22,715); AUTHORIZING THE VILLAGE MANAGER TO PROCESS PAYMENT TO APT CONSTRUCTION SERVICES, INC. FOR COSTS INCURRED IN CONNECTION WITH SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Village Council approve the Resolution.

BACKGROUND

On September 17, 2024, the Village Council authorized the Village to enter into a Continuing Services Agreement with Kimley-Horn and Associates, on behalf of the Bal Harbour Civic Association (BHCA), for the provision of landscape architectural and professional consulting services within the Gated Residential Community. Since then, the Bal Harbour Civic Association (BHCA) has been working with Kimley-Horn to develop plans for landscape improvements along the east side of Park Drive. Specifically, in June 2025, Task Agreement #1 was entered into in the amount of $19,841 for the streetlight replacement project, Park Drive beautification and power separation at the 96th street Gate.

The proposed improvements include decorative planting, benches, and other pedestrian amenities extending from Bal Cross Drive north to Bal Bay Drive. This corridor includes the Park Drive Tracts in Blocks 7 and 8, as recorded in Plat Book 44, Page 98, of the Public Records of Miami-Dade County, Florida. No modifications to curbs, pavement, or other roadway elements are included.

A current boundary, topographic, and environmental tree survey of the Park Drive Tracts is required to properly document the security wall boundary surrounding the Assessment Area along this corridor, to establish baseline site conditions for current and future landscape placement within the open space served by the Security and Landscape

Program, and to support the planning of security lighting and streetlight replacement along the Park Drive perimeter.

ANALYSIS

The BHCA solicited proposals from three qualified firms for a boundary and topographic survey, as well as an environmental tree survey, of the Park Drive Tracts in Blocks 7 and 8.

The topographic survey scope includes boundary determination, elevation data at grade breaks and intervals, location of all man-made improvements and above-ground utilities, right-of-way line establishment, and surface identification within the park areas adjacent to Blocks 7 and 8 along Harbour Way and Park Drive. The environmental tree survey will locate and catalog all existing shrubbery and trees with trunks over four inches in diameter within the same area. Together, these deliverables will provide the foundation required for Kimley-Horn to advance the landscape concept design and will support the parallel streetlight replacement design along Park Drive.

The following proposals were received:

- Bello & Bello Land Surveying Corp. submitted a proposal for the boundary and topographic survey only in the amount of $24,000 but did not include a comprehensive environmental tree survey with species identification, canopy assessment, condition reporting, or individual tagging. Their proposal did include tree location plotting as part of the topographic scope.

- WGI, Inc. submitted a combined proposal for the boundary and topographic survey for $29,700 plus a tree inventory for $7,500, for a total of $37,200.

- APT Construction Services, Inc. submitted two proposals: a topographic survey for $19,411 and an environmental tree survey for $3,304, for a combined total of $22,715.

Accordingly, the BHCA Board, at their March 9, 2026 Board meeting, unanimously approved the combined proposal from APT Construction Services, Inc. in the amount of $22,715.

While APT is not a licensed surveying firm, all boundary and topographic survey work will be performed under the supervision of a Florida-licensed Professional Surveyor and Mapper (PSM) in compliance with Chapter 472 of the Florida Statutes, which pertains to Land Surveying and Mapping, and Rule 5J-17, Florida Administrative Code, pertaining to the regulations governing professional surveyors and mappers. The certified survey deliverables will carry the same professional seal and legal standing required of any licensed survey firm.

APT is an established and approved vendor for the BHCA and has previously performed work within the gated community, providing the Association with confidence in their

reliability and quality of service. Invoices for this project will be approved by the BHCA and submitted directly to Bal Harbour Village for payment. This work is eligible for funding under the Security and Landscape Assessment, which authorizes expenditures supporting the maintenance, improvement, and operational needs of the gated residential community.

THE BAL HARBOUR EXPERIENCE

This item supports the Village's goals of maintaining a Beautiful Environment and Modernized Public Facilities/Infrastructure by providing the survey data necessary to advance the landscape design improvements along Park Drive and the replacement of aging streetlights.

CONCLUSION

I have reviewed the recommendations and actions of the BHCA and agree that approval of this item, which will authorize a boundary and topographic survey and an environmental tree survey of the Park Drive Tracts in Blocks 7 and 8, will provide essential data needed to advance both the landscape design and streetlight replacement projects. Completing this survey will ensure that future improvement decisions are based on accurate, current site information. Therefore, I recommend approval of this item.

Attachments:

1. BHCA Board Meeting Minutes (03/09/26)
2. APT Estimate No 2026-0211 Topographic Survey
3. APT Estimate No 2026-0213 Environmental Survey
4. Proposals Summary

RESOLUTION NO. 2026-____

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 APT CONSTRUCTION SERVICES, INC. FOR A BOUNDARY AND TOPOGRAPHIC SURVEY AND AN ENVIRONMENTAL TREE SURVEY OF THE PARK DRIVE TRACTS IN BLOCKS 7 AND 8; APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF TWENTY-TWO THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS ($22,715); AUTHORIZING THE VILLAGE MANAGER TO PROCESS PAYMENT TO APT CONSTRUCTION SERVICES, INC. FOR COSTS INCURRED IN CONNECTION WITH SUCH SERVICES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Civic Association ("BHCA") has been working with Kimley-Horn to develop plans for landscape improvements along Park Drive and the security and landscape program; and

WHEREAS, a current boundary, topographic, and environmental tree survey of the Park Drive Tracts is required to properly document the security wall boundary surrounding the Assessment Area along this corridor, establish baseline site conditions for current and future landscape placement within the open space served by the Security and Landscape Program, and support the planning of security lighting and streetlight replacement along the Park Drive perimeter; and

WHEREAS, BHCA solicited multiple proposals for the required survey services and evaluated the vendors based on completeness of scope, price, and prior experience within the gated community; and

WHEREAS, APT Construction Services, Inc. offered the most competitive and comprehensive proposal for both the topographic survey and environmental tree survey, and was unanimously selected by the BHCA Board at their March 9, 2026 Board meeting; and

WHEREAS, the completion of these surveys will provide essential data to support the design and planning of the security and landscape program and the streetlight replacement project; and

WHEREAS, the Village Council has determined that approving the proposal submitted by APT Construction Services, Inc., approving a budget amendment and authorizing direct payment to APT Construction Services, Inc. for appropriate project-related costs is in the best interests of the Village and its residents.

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

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

Section 2. Approval of the APT Construction Proposal. The Village Council hereby approves the proposal between the Bal Harbour Civic Association and APT Construction Services, Inc. for a boundary and topographic survey and an environmental tree survey of the Park Drive Tracts in Blocks 7 and 8, in the combined amount of $22,715.

Section 3. Manager Authorized. The Village Council hereby authorizes the Village Manager to review all itemized invoices submitted by APT Construction Services, Inc. for this project to ensure accuracy and eligibility of charges, and process payment directly to APT Construction Services, Inc. accordingly.

Section 4. Appropriations Approved. That the FY 2025-26 Security and Landscape Budget is amended by $22,715 for the boundary and topographic survey and environmental tree survey of the Park Drive Tracts in Blocks 7 and 8.

Section 5. Implementation. The Village Manager is authorized and directed to take all actions necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 19th day of May, 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.

BAL HARBOUR
CIVIC ASSOCIATION

OFFICIAL MINUTES OF THE MEETING OF
THE BOARD OF DIRECTORS
FOR VILLAGE SUBMISSION
BAL HARBOUR CIVIC ASSOCIATION, INC.

A Meeting of the Board of The Bal Harbour Civic Association, Inc., a Florida corporation not-for-profit (the "Association") was held on March 9, 2026 pursuant to the By-Laws of the Association.

The following directors were present virtually via Zoom:

- Eitan Zimerman, President
- Jose Biton, Vice President
- Rita Collins, Director
- Neca Logan, Treasurer
- Ana Chaverria, Property Manager

The following director was absent:

- Daniel Mael, Secretary

The meeting was called to order at 7:00 PM.

Quorum was established.

The following actions were taken:

1. **96th Street Guard – Extended Hours.** The Board voted to extend the existing Monday through Friday security guard post at the 96th Street gate from the current schedule of 8:00 AM to 4:00 PM to a new schedule of 8:00 AM to 6:00 PM, at a rate of $29.00 per hour. The additional two (2) hours per day represent an annual cost of $15,080. The total annual cost for the 96th Street guard post, inclusive of the extended hours, is $75,400 (up from the current $60,320 per year). The motion was approved unanimously, 4-0.

2. **RFP – General Contractor Services.** The Board approved the posting of a Request for Proposals (RFP) for General Contractor Services with a not-to-exceed budget of $150,000. The contract term shall be three (3) years or until the budget is exhausted,

whichever comes first, with two optional one-year renewals where the budget resets at each renewal period. Anticipated projects include guardhouse re-striping, Park Drive wall exploration, hazardous street light removal, and pedestrian gate lighting, along with additional as-needed services. The motion was approved unanimously, 4-0.

3. **RFP – Street Light Replacement Project.** The Board approved the posting of a Request for Proposals (RFP) for the Street Light Replacement Project. The RFP will solicit proposals under two options: Option A, a full turnkey approach where the contractor supplies all materials and labor; and Option B, an owner-furnished approach where the Association sources poles and fixtures directly from its vendor and the contractor handles all other work. The RFP scope includes lighting design and electrical engineering as a design-build component. The motion was approved unanimously, 4-0.

4. **RFP – Landscaping Services.** The Board approved the posting of a Request for Proposals (RFP) for Landscaping Services. The motion was approved unanimously, 4-0.

5. **RFQ – Architectural, Engineering, Mechanical, Civil & Landscape Services.** The Board approved the posting of a Request for Qualifications (RFQ) for architectural, engineering, mechanical, civil, and landscape professional services. The motion was approved unanimously, 4-0.

6. **Council Item – Park Drive Survey (APT Construction, $22,715).** The Board approved proceeding with APT Construction to perform a survey of Park Drive at a cost of $22,715. The survey data will be provided to Kimley-Horn to support the Park Drive Linear Park concept design. The motion was approved unanimously, 4-0.

7. **Council Item – Kimley-Horn Task Agreement #2 – Park Drive Linear Park Concept Design ($21,955).** The Board approved Kimley-Horn Task Agreement #2 for the Park Drive Linear Park Concept Design under the Continuing Services Agreement for Professional Landscape Architectural and Consulting Services dated November 6, 2024, at a lump sum fee of $21,955. The scope includes a kick-off meeting, site walk, preparation of a concept-level plan illustrating the proposed sidewalk alignment, bench placement, and decorative planting areas, a conceptual planting palette, furnishing selections, up to three (3) rendered street views, and associated meetings and revisions. The motion was approved unanimously, 4-0.

The Meeting was adjourned at 7:45 PM.

Dated as of March 10, 2026.

Eitan Zimerman, President 2026-27
Bal Harbour Civic Association, Inc.

APT CONSTRUCTION SERVICES

Renovation and New Construction Specialist
12555 Orange DR. Suite #106. Davie FL 33330
O: 954.668.2764 C: 305.987.2201 F: 866.260.1777
Licensed and insured
LIC# CGC1517504

ESTIMATE 2026-0211

Customer:	Bal Harbour Village c/o Bal Harbour Civic Association	Prepared by:	Daniel Rodríguez	Date:	02/11/26
Contact:	Ana Chaverria	Phone:	786-375-1345	Lead Time:	3 to 5 weeks
Phone:	832-507-3568	Email:	Daniel@aptconstructionservices.com		
Email:	info@balharbourcivicassociation.com	Reference:			
Address:	655 96th Street.	Residential sections of Bal Harbour. Harbour Way & Park Drive			
City & Zip:	Bal Harbor FL 33154	Park adjacent to Blocks 7 & 8			

SCOPE OF WORK	$ 16,450.00
Residencial Survey to include:	
* Monuments placed at all major corners of the boundary of the surveyed property, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.	
* Exterior dimensions of all improvements at ground level and above ground utilities.	
* Grade elevations (Park/landscape areas adjacent to Blocks 7 & 8) and crown of road elevations.	
* Substantial features observed in the process of Conducting the Fieldwork. (Park/landscape areas adjacent to Blocks 7 & 8)	
* Includes easements recorded in the subdivision plat.	

SUB-TOTAL	$ 16,450.00
LOGISTICS, OVERHEAD & PROFIT	$ 2,961.00
GRAND TOTAL	$ 19,411.00

ACCEPTANCE OF PROPOSAL

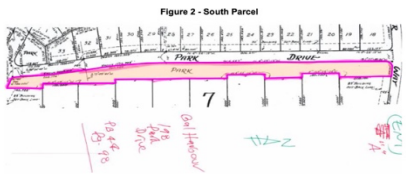
This Estimate becomes an Invoice once executed, and is due and payable upon job completion. The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the job as specified. Any additional job will be considered a change order and will be billed accordingly. Payments shall be made to *APT Construction Services, Inc*. Customer shall pay all reasonable attorney's fees and costs, incurred by *APT Construction Services* in collecting any outstanding balances under this agreement, or enforcing or defending its rights hereunder, with or without suit. This Estimate is valid for 15 days.

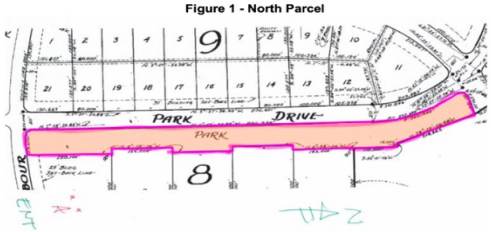
Daniel Rodriguez, Project Manager. *Date*
For, APT Construction Services, Inc.

Ana Chaverria 3/12/26 *Date*
For, Bal Harbour Civic Association, Inc.

I have read and approved this order, and understand it is non-cancelable.

VISUALS







APT CONSTRUCTION SERVICES

Renovation and New Construction Specialist
12555 Orange DR. Suite #106. Davie FL 33330
O: 954.668.2764 C: 305.987.2201 F: 866.260.1777
Licensed and Insured
LIC# CGC1517504

ESTIMATE
2026-0213

Customer:	Bal Harbour Village c/o Bal Harbour Civic Association	Prepared by:	Daniel Rodríguez	Date:	02/19/26
Contact:	Ana Chaverria	Phone:	786-375-1345	Lead Time:	3 to 5 weeks
Phone:	832-507-3568	Email:	Daniel@aptconstructionservices.com		
Email:	info@balharbourcivicassociation.com	Special Notes:	ENVIRONMENTAL SURVEY		
Address:	655 96th Street	Sections Bal Harbour. Harbour Way & Park Drive			
City,Zip:	Bal Harbor FL 33154	Park adjacent to Blocks 7 & 9			

SCOPE OF WORK	$ 2,800.00
Environmental survey to include all trees within park/landscape areas adjacent to Blocks 7 & 8.	
Locate existing shrubbery and trees with trunks over 4 inches in diameter.	

SUB-TOTAL	**$ 2,800.00**
LOGISTICS, OVERHEAD & PROFIT	**$ 504.00**
GRAND TOTAL	**$ 3,304.00**

ACCEPTANCE OF PROPOSAL

This Estimate becomes an Invoice once executed, and is due and payable upon job completion. The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the job as specified. Any additional job will be considered a change order and will be billed accordingly. Payments shall be made to *APT Construction Services, Inc*. Customer shall pay all reasonable attorney's fees and costs, incurred by *APT Construction Services* in collecting any outstanding balances under this agreement, or enforcing or defending its rights hereunder, with or without suit. This Estimate is valid for 15 days.

02-19-2026

Daniel Rodríguez, Project Manager *Date*
For, APT Construction Services, Inc.

3/12/26

Ana Chaverria *Date*
For, Bal Harbour Civic Association, Inc.

I have read and approved this order, and understand it is non-cancelable.

VISUALS

Figure 2 - South Parcel

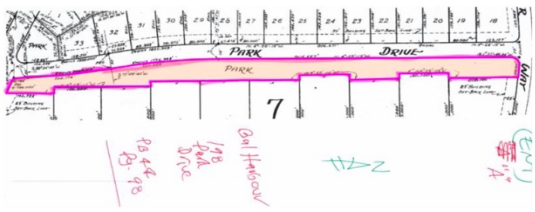
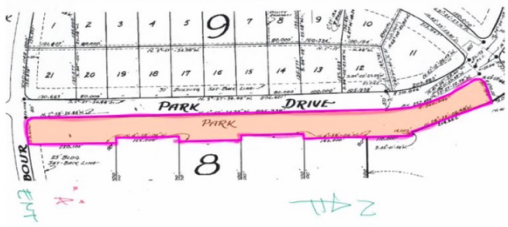


Figure 1 - North Parcel





PARK DRIVE SURVEY — PROPOSALS SUMMARY

Park Drive Tracts in Blocks 7 and 8 — Bal Harbour Village Gated Community

March 9, 2026

Firm	Date	Topographic Survey	Environmental Tree Survey	Total	Lead Time	Status
Bello & Bello Land Surveying Corp.	01/15/2026	$24,000	*Not Included*	$24,000	3–4 weeks	Not Selected
WGI, Inc.	01/14/2026	$29,700	$7,500	$37,200	4 weeks	Not Selected
APT Construction Services, Inc.	02/11/2026	$19,411	$3,304	$22,715	3–5 weeks	**Selected**

NOTES

1. Bello & Bello's proposal includes tree location plotting as part of the topographic survey scope but does not include a comprehensive environmental tree survey (species identification, canopy assessment, condition, height, or tagging).

2. WGI's total includes Boundary & Topographic Survey ($29,700) + Tree Inventory ($7,500).

3. APT Construction's total includes Topographic Survey ($16,450 + $2,961 logistics/overhead = $19,411) + Environmental Survey ($2,800 + $504 logistics/overhead = $3,304).

4. APT Construction Services is a licensed general contractor (CGC1517504) and approved BHCA vendor. All survey work will be performed under the supervision of a Florida-licensed Professional Surveyor and Mapper (PSM).

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21, "ZONING," TO REGULATE LOT SPLITS BY ESTABLISHING MINIMUM LOT SIZE AND WIDTH STANDARDS IN THE R-1 AND R-2 SINGLE-FAMILY RESIDENTIAL DISTRICTS AND PROVIDING CONSISTENT DENSITY LIMITS; PROVIDING FOR SEVERABILITY, CONFLICTS, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

Issue:

Should the Council adopt an Ordinance amending Chapter 21 "ZONING" to regulate lot splits in the R-1 and R-2 Districts?

The Bal Harbour Experience:

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure

☐ Destination & Amenities ☐ Unique & Elegant ☒ Resiliency & Sustainable Community

Item Summary / Recommendation:

The proposed ordinance, if adopted, would establish direct minimum lot area, lot width, and density standards for future lot splits, replat, and waiver-of-plat requests in the R-1 and R-2 single-family districts, thereby providing clearer standards for staff, applicants, and the Council when similar requests are presented in the future.

At the April 20, 2026, Regular Village Council meeting, this proposed Ordinance was introduced on first reading and unanimously approved by the Village Council. The Administration now recommends that the Village Council approve the attached Ordinance on second reading.

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 second reading.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

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

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: May 19, 2026

SUBJECT: **AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21, "ZONING," TO REGULATE LOT SPLITS BY ESTABLISHING MINIMUM LOT SIZE AND WIDTH STANDARDS IN THE R-1 AND R-2 SINGLE-FAMILY RESIDENTIAL DISTRICTS AND PROVIDING CONSISTENT DENSITY LIMITS; PROVIDING FOR SEVERABILITY, CONFLICTS, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

The Administration recommends that the Village Council approve the attached Ordinance on second reading.

If adopted, the proposed Ordinance would establish minimum lot area, lot width, and density standards for future lot split, replat, and waiver-of-plat requests in the R-1 and R-2 single-family districts, thereby providing clearer standards for staff, applicants, and the Council when similar requests are presented in the future.

BACKGROUND

At the April 20, 2026, Regular Village Council meeting this proposed Ordinance was introduced for first reading and was unanimously passed by the Council.

On November 18, 2025, the Village Council agenda included discussion item R9C, titled "Owner's Request to Subdivide 44 Bal Bay Drive into Three Lots." The backup discussion memorandum stated that the current homeowner at 44 Bal Bay Drive, a home on a site comprised of two lots, requested to divide the property into three lots. The matter came before the Council as a New Business and Council Discussion item, rather than as a final legislative action.

Concerns were raised during the discussion that splitting this waterfront double lot into three narrower lots could disrupt the historic character of the neighborhood, where waterfront properties have traditionally been developed with broad frontage for estate-style homes. At the November Council Meeting, the Mayor suggested consideration of a minimum lot size, potentially 15,000 square feet, for replatting requests, and staff and the Village Attorney were asked to study the issue and return with recommendations.

The issue also arose in a broader administrative and legal context. The current Code language in Sections 21-98 and 21-123 ties minimum lot size to the dimensions established on the original plat, rather than expressly listing minimum width, depth, or square footage standards in the Code.

Comparison: Existing Code vs. Proposed Ordinance

Under the existing Code framework, minimum lot size is tied to the dimensions established on the recorded plat, and the Code does not clearly provide numerical minimums for lot width or lot area in the R-1 and R-2 districts. The proposed ordinance would replace that more indirect approach with express dimensional standards written directly in Chapter 21.

For R-1 properties, instead of relying on plat dimensions, the proposed Ordinance requires a minimum lot area of 15,000 square feet and a minimum lot width of 70 feet, with 50 feet at the frontage for cul-de-sac lots. For R-2 properties, instead of relying on plat dimensions, the proposed Ordinance requires a minimum lot area of 10,000 square feet and a minimum lot width of 60 feet, with 50 feet at the frontage for cul-de-sac lots.

The proposed Ordinance also makes explicit what the current framework does not: a lot cannot be divided, split, or replatted in a way that creates a parcel below the applicable minimum area requirement, even if approved through the waiver of plat or replat process at the County. In addition, while the current density language ties development to one single-family detached dwelling per recorded lot, the proposed Ordinance instead allows one single-family detached dwelling per legally established lot that complies with the applicable minimum lot area standards. In practical terms, the existing Code is more dependent on the original plat configuration, while the proposed Ordinance provides staff and applicants with clearer and more administrable standards for future applications.

ANALYSIS

This item was analyzed by staff and presented at the Council Retreat on February 26 and 27th.

Within the gated community, there are several large parcels that offer subdivision potential. Specifically, there are **10 parcels** greater than **30,000 square feet**, each of which can potentially be subdivided into **two 15,000-square-foot lots**. In addition, there are **6 parcels** measuring between **25,000 – 30,000 square feet**, which may be divided into **two 12,500-square-foot lots**.



The proposed Ordinance amends Chapter 21 of the Village Code's definition of a lot to be land "established by recorded plat or created in accordance with applicable subdivision, replatting, or lot split procedures and recorded in the public records of Miami-Dade County."

It then establishes direct dimensional standards for single-family residential districts by requiring:

For the **R-1 District**, the Ordinance establishes:

- Minimum lot area: 15,000 square feet
- Minimum lot width: 70 feet
- Minimum cul-de-sac frontage : 50 feet

For the **R-2 District**, the Ordinance establishes:

- Minimum lot area: 10,000 square feet
- Minimum lot width: 60 feet
- Minimum cul-de-sac frontage : 50 feet

The proposed Ordinance further prohibits any lot from being divided, split, or replatted in a manner that creates a lot below the applicable minimum area in either district, and limits development to one single-family detached dwelling per legally established lot that complies with those minimum area requirements.

From a legal and administrative standpoint, the proposed amendments respond to the ambiguity identified in the ordinance recitals. The recitals state that reliance on recorded plats alone as the determinant of lot size may create inconsistencies and may limit the Village's ability to address lot splits in a manner consistent with municipal goals for residential development. They further state that codifying dimensional and density standards would provide clarity for property owners, developers, and Village staff, reduce ambiguity, and promote orderly, consistent, and sustainable residential development

From a planning and policy perspective, the neighborhood pattern is that typical waterfront R-1 lots are approximately 100 feet wide by 200 feet deep and average about 20,000 square feet, while typical interior dry R-2 lots are approximately 80 feet wide by 145 feet deep and average about 11,000 square feet. The subject site at 44 Bal Bay Drive was formed through a unity of title that combined two 100-foot-wide lots into one larger waterfront estate lot. Dividing the site into three lots would yield parcels of approximately 70 feet in width and about 15,000 square feet each, which is substantially narrower and smaller in frontage than the prevailing waterfront pattern. On a 70-foot-wide lot, deduction of 10-foot side setbacks on each side would leave an approximate buildable house width of 50 feet, which is narrower than the estate-style development historically associated with that area.

The proposed Ordinance amends Chapter 21 of the Village Code to establish direct dimensional and density standards for the R-1 and R-2 single-family residential districts.

The Ordinance further:

- Prohibits lot splits, replats, or subdivisions that create lots below the applicable minimum standards
- Limits development to one single-family detached dwelling per legally established lot that complies with those standards
- For the first time, regulates lot standards through the Code rather than solely through reference to recorded plats
- Provides for the legal nonconforming status of any previously created lots that do not meet the new standards.

Approval of the proposed Ordinance would not simply address a single request; it would establish a clearer rule set for future lot split, replat, and related applications in the Village's single-family districts.

The principal policy questions are whether the Council wishes to preserve development patterns more closely aligned with the original platting context and established neighborhood form, and whether clearer numerical standards are preferable to continued reliance on original recorded plat dimensions alone.

THE BAL HARBOUR EXPERIENCE

This ordinance involves preservation of the historic character, architectural rhythm, and estate-style development pattern of the gated community, particularly along the waterfront. The proposed ordinance addresses those concerns by establishing consistent minimum lot dimensions and maintaining one-dwelling-per-lot density standards in the Village's single-family residential districts. In that respect, the proposed Ordinance relates directly to resident expectations regarding neighborhood quality, planning consistency, and preservation of the established residential character that defines Bal Harbour Village.

A clear regulatory framework also supports the broader Village experience by improving predictability and consistency in land use administration. When dimensional and density standards are stated directly in the Code, applicants, staff, and the Council can evaluate future proposals against the same objective benchmarks, which helps align individual development decisions with the Village's long-term character and planning expectations.

CONCLUSION

The November 18, 2025, discussion regarding 44 Bal Bay Drive highlighted ambiguity in the existing code when evaluating lot split and replat requests. The proposed Ordinance responds by replacing reliance on plat dimensions alone with direct minimum lot area and lot width standards and modifying the definition of Lot and the density standards for R-1 and R-2 lots to reflect this new approach.

For those reasons, the Administration recommends that the Village Council approve the proposed Ordinance on second reading.

Attachments:

1. BHV Staff Report R-1 R-2 SFR Lot Size LDR

ORDINANCE NO. 2026-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21, "ZONING," TO REGULATE LOT SPLITS BY ESTABLISHING MINIMUM LOT SIZE AND WIDTH STANDARDS IN THE R-1 AND R-2 SINGLE-FAMILY RESIDENTIAL DISTRICTS AND PROVIDING CONSISTENT DENSITY LIMITS; PROVIDING FOR SEVERABILITY, CONFLICTS, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of Bal Harbour Village ("Village Council") finds it periodically necessary to amend its Code of Ordinances (the "Village Code") to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the Village Council previously established minimum lot area and dimensions in the R-1 and R-2 Single-Family Residential Districts by reference to recorded plats; and

WHEREAS, the Village Council has determined that referencing recorded plats as the sole determinant of lot size may create inconsistencies and limit the ability to implement lot splits in a manner consistent with the Village's goals for residential development; and

WHEREAS, the Village Council desires to establish minimum lot area and width standards directly in the Code for the R-1 and R-2 Single-Family Residential Districts, ensuring that all new R-1 lots meet a minimum standard of fifteen thousand (15,000) square feet in area and a minimum width of seventy (70) feet, and all new R-2 lots meet a minimum standard of ten thousand (10,000) square feet in area and a minimum width of sixty (60) feet; and

WHEREAS, the dimensions of certain R-1 and R-2 lots are affected by the presence of cul de sac streets which constrain their frontage, and the Village Council desires to establish an alternative minimum lot width at the frontage of fifty (50) feet for cul de sac R-1 and R-2 lots; and

WHEREAS, the Village Council also finds it necessary to update maximum density provisions to be consistent with these minimum lot standards, limiting development to one single-family detached dwelling per legally established lot that meets the minimum area and width requirements; and

WHEREAS, the Village Council finds that codifying these dimensional and density standards will provide clarity for property owners, developers, and Village staff, reduce

ambiguity, and promote orderly, consistent, and sustainable residential development within the Village; and

WHEREAS, the Village Council, in its capacity as the Local Planning Agency, has reviewed this Ordinance and has recommended approval; and

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

WHEREAS, the Village Council finds that this Ordinance is consistent with the Village's Comprehensive Plan and is in the best interest of the public health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND 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. Amending Chapter 21 of the Village Code. That Chapter 21, "Zoning" of the Village Code is hereby amended to read as follows: [1]

Chapter 21 – ZONING

* * *

ARTICLE I. - IN GENERAL

Sec. 21-1. - Definitions and rules of construction.

(a) For the purpose of this chapter, which shall be known as the Zoning Ordinance of Bal Harbour Village, Florida, words used in the present tense include the future; the singular number includes the plural, and the plural the singular; the words "used for" include the meaning "designed for"; the word "structure" includes the word "building"; the word "shall" is mandatory and not directory; and the word "lot" includes the words "plot" and "tract".

(b) Words and terms not defined in this section shall be interpreted in accord with their normal dictionary meaning and customary usage.

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

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

* * *

Lot means a parcel of land fronting on a Street, drive, or waterway, which is or may be occupied by a Building and its necessary Buildings, including the open spaces required under this chapter, and which parcel of land ~~is a matter of record in Dade County, Florida~~ is established by recorded plat or created in accordance with applicable subdivision, replatting, or lot split procedures and recorded in the public records of Miami-Dade County, Florida.

*** * ***

ARTICLE III. - DISTRICT REGULATIONS

****

DIVISION 2. – R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

****

Sec. 21-98. - Minimum Lot area, Lot Widths and Yards. The minimum Lot area, Lot Width and Yards in the R-1 Single Family Residential District shall be as follows: ~~Lot sizes shall not be less than those dimensions established for the Residential Section of the Village as shown in section 21-77 and recorded in the public records of Dade County, Florida.~~

(a) *Minimum Lot area*. Lots shall contain a minimum Lot area of fifteen thousand (15,000) square feet. Lots lawfully existing prior to April 1, 2026 that do not meet the minimum Lot area are legal nonconforming lots and may be developed in accordance with applicable Code provisions.

(b) *Minimum Lot Width*. Lots shall have a minimum width of seventy (70) feet at their street frontage. Lots fronting on a cul de sac shall have a minimum width of fifty (50) feet at their street frontage.

(c) *Applicability.* The minimum Lot area requirements set forth herein shall control notwithstanding any Lot area established by recorded plat.

(d) *Lot Splits and Replats*. No Lot shall be divided, split, or replatted in a manner that creates a Lot containing less than fifteen thousand (15,000) square feet. All such divisions shall comply with applicable subdivision regulations.

Sec. 21-99. - Maximum Density.

There shall not be more than one single-family detached dwelling per ~~recorded Lot~~ legally established Lot that complies with the minimum Lot area requirements of this Code in the R-1 Single Family Residential District.

****

DIVISION 3. - R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

****

Sec. 21-123. - Minimum Lot area, Lot Widths and Yards. The minimum Lot area, Lot Width and Yards in the R-2 Single Family Residential District shall be as follows: ~~Lot sizes shall not be less than those dimensions established for the Residential Section of the Village as shown in section 21-77 and recorded in the public records of Dade County, Florida.~~

(a) *Minimum Lot area*. Lots shall contain a minimum Lot area of ten thousand (10,000) square feet. Lots lawfully existing prior to April 1, 2026 that do not meet the minimum Lot area are legal nonconforming lots and may be developed in accordance with applicable Code provisions.

(b) *Minimum Lot Width*. Lots shall have a minimum width of sixty (60) feet at their street frontage. Lots fronting on a cul de sac shall have a minimum width of fifty (50) feet at their street frontage.

(c) *Applicability*. The minimum Lot area requirements set forth herein shall control notwithstanding any Lot area established by recorded plat.

(d) *Lot Splits and Replats*. No Lot shall be divided, split, or replatted in a manner that creates a Lot containing less than ten thousand (10,000) square feet. All such divisions shall comply with applicable subdivision regulations.

Sec. 21-124. - Maximum Density.

There shall not be more than one single-family detached dwelling per ~~recorded Lot~~ legally established Lot that complies with the minimum Lot area requirements of this Code in the R-2 Single Family Residential District.

***

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

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

Section 5. Conflict. That all sections or parts of sections of the Village Code, all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall become effective upon adoption on second reading.

PASSED AND ADOPTED on first reading this 20th day of April, 2026.

PASSED AND ADOPTED on second reading this 19th day of May, 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.

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

BAL HARBOUR VILLAGE
COMMUNITY DEVELOPMENT
MEMORANDUM

To: **Jorge M. Gonzalez – Village Manager**
Eliezer Palacio – Bldg. Official / Department Director
Bal Harbour Village

From: **Michael J. Miller, AICP**
Consultant Village Planner

Date: **April 20th, 2026**

Subject: **Bal Harbour Village**
Possible Land Development Code Revisions
Single-Family Home Lot Sizes
MMPA Acct. No. 00-1103-0100

BACKGROUND

The Village's original 1946 Master Plan was implemented by a series of subdivision plats and private Deed Restrictions (CCRs), which was common at that time, as governmental Land Development Regulations (LDRs) such as Zoning Codes were not as yet common. Prior to incorporation of the Village the land area was part of unincorporated Dade County that only had basic limited criteria. The plats laid out the community's streets, lot areas, easements for utilities, and included certain building setbacks. The Deed Restrictions included more detailed regulations (now expired). The Village's original land development was essentially completed prior to the Village adopting its first Zoning Code in 1974. Over the years the Village has made numerous amendments to its Zoning Code and adopted other more specialized LDRs such as Architectural Guidelines, Building regulations in addition to the Florida Building Code, and many more. Miami-Dade County has LDRs that apply countywide that regulate a few issues (ex. Landscaping / Subdivisions / Signage). Local government can adopt stricter LDRs but not less restrictive than the M-D criteria. The original Village Master Plan envisioned higher density development along the oceanfront, lower-scale multifamily development along the west side of Collins Avenue, a high-end single-family area between the aforementioned Collins Avenue and Biscayne Bay (also a few small multifamily complexes on Park Dr.), and a few commercial uses (now BHS / Bank). When the 1974 Zoning Code was created it was apparently assumed the Master Plan layout would remain as-is forever and the Zoning Code criteria would generally follow and support the private development regulations (plats / CCRs). However, things tend to change over time. For example, within the PC Marina area, in recent years four new single-family lots were created via Plat Waiver procedures meeting the R-1 Waterfront criteria. The former Beach Club site was redeveloped as a high-rise multifamily complex.

ISSUE

Following are the current Zoning Code text provisions related to R-1 & R-2 Single-Family Minimum Lot Areas, Lot Widths and Yards:

> **DIVISION 2. - R-1 SINGLE FAMILY RESIDENTIAL DISTRICT**
>
> **Sec. 21-98. - Minimum Lot area, Lot Widths and Yards.**
>
> The minimum Lot area, Lot Width and Yards in the R-1 Single Family Residential District shall be as follows: Lot sizes shall not be less than those dimensions established for the Residential Section of the Village as shown in section 21-77 and recorded in the public records of Dade County, Florida.
>
> **DIVISION 3. - R-2 SINGLE FAMILY RESIDENTIAL DISTRICT**
>
> **Sec. 21-123. - Minimum Lot area, Lot Widths and Yards.**
>
> The minimum Lot area, Lot Width and Yards in the R-2 Single Family Residential District shall be as follows: Lot sizes shall not be less than those dimensions established for the Residential Section of the Village as shown in section 21-77 and recorded in the public records of Dade County, Florida.

Although the vast majority of single-family homesites are built on single (one) platted lot, there are instances of people building homes on multiple sites comprised of 2, 3 or more platted lots, and in some cases 3 adjoining platted lots were made into 2 development sites with 1½ lots each. The current Code provisions have worked adequately over the years; however, there is occasionally uncertainty about numerical dimensions and minimum lot square footages. The new single-family lots created out of the PC Marina site (Tract "E") were required to meet the R-1 Waterfront Lot Size requirements. The Village has recently received a request by a homeowner, whose current home is built on two adjoining lots, to consider a re-subdivision of the two (2) R-1 lots into three (3) lots, via a Plat Waiver process. Due to the present day Code language which does not include numerical criteria for a minimum lot area or street frontage width, as most municipal Codes do, we undertook the task of tabulating all of the existing platted R-1 Single Family Waterfront lot areas, lot widths and other dimensional measurements. Similar to the R-1 District Code provisions, the R-2 Single Family (interior dry lot) Code provisions are the same – referring to the plat. Staff believes that numerical criteria should be established in both districts for clarity and to guide future development. Therefore, we also undertook the task of tabulating samples of the existing platted R-2 Single Family (dry lots) areas, lot widths and other dimensional measurements.

Currently, the two (2) districts have lot sizes that are very different. In the R-1 District the average lot size is about 100' wide with about 20,000 SF each with variations due to roadway curves / pie lots / etc. The smallest R-1 lot is just over 15,000 SF. In the R-2 District dry lot areas the average lots are about 10,000 – 12,000 SF with about 80' lot width average, again with variations due to roadway curves / pie lots / cul de sac lots / etc. The smallest R-2 lot is just over 10,000 SF. The applicable lot area and widths should relate to each district due to the vast differences. Some development sites appear to be over 20,000 SF but many of those (especially in the R-2 areas) are actually multiple lots with one house. It is also important to remember that some MFR sites are along Park Drive, which are not relevant to the current proposal and discussion.

We believe that 15,000 SF should be used as the minimum lot area in the R-1 District. We believe that 10,000 SF should be used as the minimum lot area in the R-2 District. Further, we suggest based on the platted lots that the minimum lot width for the R-1 District should be 70' and 60' for the R-2 lots. Finally, there are few cul dec sacs in the neighborhood. Obviously such lots are so-called "pie lots" with smaller roadway frontages and much wider rear areas. I think in both districts the Village should adopt a separate criteria for cul de sac lots - for sure in the R-2 District. The smallest R-1 cul de sac lot width we find is 71.706'. The smallest R-2 lot width is 48.67' but all others are over 50' (56' / 60' / 69.9'). The following text is recommended to address cul de sac lots:

> "Notwithstanding the above, for those lots located in cul de sacs, the minimum lot width shall not be less than 50' at the adjoining street line".

I think these changes would help address the lot size / lot split issue Village wide.

ANALYSIS

As stated above, due to the present day Code language which does not include numerical criteria for a minimum lot area or street frontage width, as most municipal Codes do, we undertook the task of tabulating all of the existing platted R-1 Single Family Waterfront lot areas, lot widths and other dimensional measurements. Similar to the R-1 District Code provisions, the R-2 Single Family (interior dry lot) Code provisions are the same – referring to the plat. Staff believes that numerical criteria should be established in both districts for clarity and to guide future development. Therefore, we also undertook the task of tabulating samples of the existing platted R-2 Single Family (dry lots) areas, lot widths and other dimensional measurements.

Attached please find a Table with all of the existing platted R-1 District (waterfront) lot dimensional data. Also, attached please find another Table with a sampling of the some of the existing platted R-2 District (dry lot) lot dimensional data. The data speaks for itself – the goal was to recognize the existing situation and create appropriate dimensional criteria so that none of the existing sites would be made non-conforming. Importantly, in our opinion, the lot criteria should reflect the historical differences in the larger R-1 waterfront lots with larger exclusive homes on roughly half-acre sites versus more moderate (but nice) homes on the quarter-acre interior lots. In addition to the lot sizes, the streetscape appearance (narrow lots vs. wider lots) should also be indicative of the lot's location.

MMPA coordinated with the Village Building Department staff and Ms. Trevarthen from WSH on the data collection and proposed Zoning Code amendments.

RECOMMENDATION

MMPA suggests the Town Council consider the adoption of the proposed Ordinance.

Bal Harbour Village, Florida
Sample Lot Sizes R-1 Single-Family District

Block 1

Lot #	Street Width	Waterway Width	Average Depth	Lot Size	Notes
5	106.84	100.00	223.85	23,150	
6	103.97	100.00	218.84	22,318	
7	100.00	100.25	212.21	21,247	
8	100.00	100.24	205.14	20,539	
9	100.00	100.04	201.25	20,129	
10	100.00	100.48	205.51	20,600	
11	100.00	100.37	213.62	21,402	
12	100.00	100.59	210.96	21,158	
13	89.26	100.00	193.50	18,311	Curve in road
14	91.30	100.00	174.38	16,680	Curve in road
15	92.63	100.00	162.86	15,602	Curve in road
16	93.03	100.00	159.43	15,343	Curve in road
17	92.48	100.00	164.12	15,795	Curve in road
18	91.02	100.00	176.89	16,895	Curve in road
19	100.00	100.00	197.30	19,730	Curve in road
20	100.00	100.00	223.82	22,400	Curve in road
21	100.24	100.00	241.21	24,100	Corner Lot
22	135.98	100.00	208.61	20,900	Cul de Sac
23	72.51	94.73	192.23	20,650	Cul de Sac
24	71.70	171.09	189.69	28,500	Cul de Sac
Part of Tract “E”	XX.XX	XX.XX	XX.XX	29,519	PW Parcel “A”

Notes: 1) Lots 3 & 4 of Block 1 are zoned R-4 Multifamily.
2) Lots 1 & 2 of Block 1 south of the R-4 Multifamily sites comprise the BHV Park complex.
3) Tract “C” south of Lots 1 & 2 of Block 1 abutting 96 Street is part of the BHV Park complex.
4) Due to road & waterfront curvature lot depths / widths are not exactly rectilinear and vary as shown on the recorded plat (PB 44 / PG 98 MDCR).

Block 12

Lot #	Street Width	Waterway Width	Average Depth	Lot Size	Notes
1	169.23	130.00	155.98	19,240	Cul de Sac
2	87.15	100.00	210.80	19,726	
3	87.06	100.00	218.32	20,419	
4	87.00	100.00	221.51	20,663	
5	87.02	100.00	220.48	20,570	
6	87.14	100.00	215.50	20,102	
7	87.59	100.00	209.28	19,596	
8	87.86	100.00	204.40	19,160	
9	88.07	100.00	201.25	18,900	
10	88.16	100.00	199.84	18,722	
11	88.14	100.00	200.17	18,814	
12	94.30	100.00	201.83	19,525	
13	99.98	100.00	202.21	20,198	
14	95.01	100.00	198.76	19,380	
15	71.34	110.00	196.44	17,811	Curve in road
16	69.34	110.00	205.48	18,425	Curve in road
17	67.30	110.00	221.57	21,292	Curve in road
18	71.09	115.00	227.37	21,156	Curve in road
19	101.40	100.00	232.88	23,451	Curve in road
20	110.97	100.00	263.62	26,300	Curve in road
Part of Tract “E”	XX.XX	XX.XX	XX.XX	80,040	PW Parcel “1”
Part of Tract “E”	XX.XX	XX.XX	XX.XX	25,047	PW Parcel “2”
Part of Tract “E”	XX.XX	XX.XX	XX.XX	25,078	PW Parcel “3”

Notes: 1) Plat Waiver for portions of Tract “E” north / south of Yacht Basin created oddly-shaped lots that were not part of the original single-family lots shown on the plat (PB44 / PG 98 MDCR).
2) Due to road & waterfront curvature lot depths / widths are not exactly rectilinear and vary as shown on the recorded plat (PB 44 / PG 98 MDCR).

Bal Harbour Village, Florida
Sample Lot Sizes R-2 Single-Family District

Block 2

Lot #	Street Width	Lot Size	Notes
1	116.79	12,936	Reverse Pie
5	80.00	11,856	
6	80.00	11,600	
7	83.00	11,703	
8	95.00	13,015	
9	84.00	11,172	
10	88.00	11,700	
11	85.00	11,241	
12	102.00	13,838	Corner Lot
13	100.63	13,865	Corner Lot
14	80.00	10,196	
15	80.00	10,400	
16	80.00	10.640	
17	80.00	10,880	
18	80.00	10,717	
19	80.00	10,942	
20	80.00	11,190	

Notes: 1) Lots 2 & 4 of Block 2 are zoned RM-2 Multifamily.
2) Lot 3 of Block 2 is zoned RM-1.
3) Due to road & waterfront curvature lot depths / widths are not exactly rectilinear and vary as shown on the recorded plat (PB 44 / PG 98 MDCR).

Block 4

Lot #	Street Width	Lot Size	Notes
1	75.00	15,902	
7	83.00	10,644	
8	85.00	10,937	
9	89.00	10,338	
10	83.00	10,275	
11	82.00	11,550	
12	120.00	21,408	Corner Lot
13	79.00	12,446	Corner Lot
14	68.00	11,574	
15	56.00	15,100	Cul de Sac
16	49.00	17,500	Cul de Sac
17	70.00	15,214	Cul de Sac
18	60.00	13,160	Cul de Sac

Notes: 1) Lots 3, 4 and 5 of Block 4 are zoned RM-1 Multifamily.
2) Lot 2 of Block 4 is zoned RM-3 Multifamily.
3) Lot 6 of Block 4 is zoned RM-2 Multifamily.
2) Due to road & waterfront curvature lot depths / widths are not exactly rectilinear and vary as shown on the recorded plat (PB 44 / PG 98 MDCR).

BAL HARBOUR

- VILLAGE -

BUSINESS IMPACT STATEMENT

Proposed Ordinance Title:

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21, "ZONING," TO REGULATE LOT SPLITS BY ESTABLISHING MINIMUM LOT SIZE AND WIDTH STANDARDS IN THE R-1 AND R-2 SINGLE-FAMILY RESIDENTIAL DISTRICTS AND PROVIDING CONSISTENT DENSITY LIMITS; PROVIDING FOR SEVERABILITY, CONFLICTS, INCLUSION IN THE CODE, AND FOR AN EFFECTIVE DATE.
Business Impact Estimate is required and attached.

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

The proposed ordinance establishes minimum lot size and width requirements and regulates lot splits within the R-1 and R-2 Single-Family Residential Districts in order to ensure consistent density standards and promote orderly residential development within the Village.

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

a. **Estimate of Direct Business Compliance Costs:** This ordinance is not expected to have any direct business compliance cost impacts.
b. **New Charges/Fees on Business Impacted:** This ordinance is not expected to have any new charges or fees on businesses.
c. **Estimate of Regulatory Cost:** This ordinance is not expected to have any additional regulatory costs.

The ordinance may impact development-related businesses by establishing standards for lot splits but is not expected to have any adverse economic impact.

Good Faith Estimate of Number of Businesses Likely Impacted:

A limited number of businesses engaged in residential development, redevelopment, construction, and real estate investment within the Village may be impacted by the ordinance.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO MODIFY REGULATIONS APPLICABLE TO MUNICIPAL BUILDINGS AND USES IN THE RM-5 MULTIPLE FAMILY RESIDENTIAL DISTRICT

Issue:

This Ordinance amends Chapter 21 of the Village Code to establish development standards for municipal buildings and uses within the RM-5 Multiple Family Residential District in order to support the development of the new Village Hall, Police Station, and Emergency Operations Center.

The Bal Harbour Experience:

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

Item Summary / Recommendation:

This item proposes an Ordinance amending Chapter 21 of the Village Code to establish development standards applicable to municipal buildings and uses within the RM-5 District. The proposed amendments provide a clear regulatory framework to address site-specific constraints, including setbacks, right-of-way considerations, structural encroachments, and parking, and to support the advancement of the Village Hall, Police Station, and Emergency Operations Center project. The Ordinance does not introduce new uses but refines and clarifies standards for an already permitted municipal use to ensure consistency with the Village's Comprehensive Plan and operational needs. The ordinance was approved on first reading by the Village Council and will be reviewed by the Local Planning Agency prior to second reading.

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 second reading.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Capital Program Director	Chief Financial Officer	Village Manager
Matilde E. Reyes	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: May 19, 2026

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO MODIFY REGULATIONS APPLICABLE TO MUNICIPAL BUILDINGS AND USES IN THE RM-5 MULTIPLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending that the Village Council adopt the proposed ordinance amending Chapter 21 "Zoning" of the Code of Ordinances to modify regulations applicable to municipal buildings and uses in the RM-5 Multiple Family Residential District. The ordinance was approved on first reading by the Village Council and will be reviewed by the Local Planning Agency prior to second reading. I am recommending approval of this Ordinance in accordance with the Village's zoning authority and Comprehensive Plan.

BACKGROUND

The Village-owned property located at 9800 Collins Avenue (the "Fairfield Property") is the site of the proposed new Village Hall, Police Station, and Emergency Operations Center. The property was conveyed to the Village pursuant to a 2017 Development Agreement. It is centrally located on Collins Avenue, near 96th Street, and adjacent to the Bal Harbour Shops commercial district. Although the property is zoned RM-5 Multiple Family Residential, it was identified for future municipal use, including a new Village Hall and parking garage. The site's irregular configuration presents design constraints that cannot be resolved through design alone. This Ordinance amending Chapter 21 of the Village Code is intended to address these constraints and allow the project to proceed. The proposed facility will enhance municipal operations, improve police response times, strengthen emergency preparedness through an integrated Emergency Operations Center, centralize Village services, and provide long-term public benefit to residents and visitors.

The Village is advancing the design of this municipal facility within the RM-5 District. While municipal uses are permitted in this zoning district, the Code does not currently include development standards specific to municipal buildings and their operational and site-specific requirements. As part of the ongoing planning, design, and technical evaluation of the project, the Village has worked closely with its planning consultant, legal counsel,

design team, and staff to assess site constraints, zoning limitations, plat conditions, and right-of-way considerations. Based on this analysis, an amendment to Chapter 21 of the Village Code is necessary to address the development of municipal buildings within the RM-5 District and allow the project to proceed.

In conjunction with this Ordinance, the Village is also presenting a companion Resolution for Council consideration approving the Basis of Design Report (BODR) for the proposed facility. The Village Council, sitting as the Local Planning Agency, will review this Ordinance prior to second reading in accordance with applicable law.

ANALYSIS

The proposed Ordinance, as presented for Council consideration, is informed by the planning memorandum analysis of the Village's zoning consultant, Michael Miller, AICP (Exhibit "A") provided to the Building Department, and the legal analysis of the Village Attorney, Susan L. Trevarthen (Exhibit "B"). As outlined in these materials, the development of the new Village Hall site presents specific zoning and regulatory conflicts, including setbacks, right-of-way considerations, and structural encroachments, that cannot be resolved through design modifications alone and instead require an amendment to the Village Code by the Village Council. The Village Attorney has further advised that while certain platted setback lines may constitute private restrictions not enforceable against municipal development for a public purpose, the Village remains subject to its own zoning regulations, which must be amended to accommodate the proposed project. Accordingly, the Ordinance establishes a clear and enforceable regulatory framework to address these issues at the Code level and allow the project to proceed in a manner consistent with applicable law and the Village's planning objectives.

Specifically, the Ordinance includes the following key modifications to the Village Code to address standards for municipal buildings:

- Establishes site-specific setback requirements for the municipal property, including reduced setbacks along Collins Avenue, Bal Cross Drive, and interior property lines to accommodate the building and parking garage layout.

- Allows architectural projections, including canopies, overhangs, and structural elements, to extend into required setback areas and, where applicable, over adjacent right-of-way to support the functional design of the facility.

- Eliminates minimum parking requirements and associated dimensional standards for municipal uses, allowing flexibility in the design and placement of parking facilities.

- Removes minimum lot area, lot width, and floor area ratio requirements for municipal buildings, recognizing the operational needs of public facilities.

- Establishes parameters for walls, fences, and landscaping, including compliance with applicable Miami-Dade County requirements, to ensure compatibility with adjacent properties.

The proposed Ordinance amends Chapter 21 of the Village Code to establish specific standards applicable to municipal buildings and uses within the RM-5 Multiple Family Residential District. While municipal uses are currently permitted within the RM-5 District pursuant to Section 21-261, the Code does not provide tailored development criteria addressing the unique characteristics and operational requirements of municipal facilities. The Ordinance introduces a framework of standards applicable to municipal buildings, including provisions related to setbacks, architectural projections, parking, walls/fences, and other design considerations, while recognizing existing provisions such as the Village-wide height limitation established in Section 21-80. These standards are intended to provide the flexibility necessary to accommodate municipal functions while maintaining compatibility with surrounding properties and consistency with the Village's Comprehensive Plan and overall zoning structure.

In particular, the Ordinance addresses the unique conditions of the subject property, including its irregular geometry, adjacency to residential development, and right-of-way constraints, by establishing site-specific setback and design parameters. Additional provisions clarify that certain traditional zoning metrics, such as minimum lot area, floor area ratio, and parking requirements, are not applicable to municipal uses, recognizing the operational nature of such facilities, and allowing for appropriate site planning and functionality.

The proposed Ordinance also reflects direction provided by the Village Council during recent workshops and retreat discussions, where the building layout, site constraints, and functional needs of the project were evaluated in detail. Through these discussions, the Council identified the need to allow specific design elements necessary to make the site workable, including the placement of structural columns, the incorporation of a canopy and covered areas, and the use of architectural projections such as cantilevered portions of the building. The Ordinance establishes the flexibility needed to accommodate these elements within the required setbacks, while also addressing parking layout, circulation, and site access. These provisions are critical to ensuring that the building can be properly sited and constructed on a constrained and irregular parcel and allow the project to advance in a manner that is both functional and consistent with the Village's design and operational objectives.

The Ordinance further maintains consistency with existing zoning administration procedures under Chapter 21, including enforcement by the Building Official and established review processes within the Code. The Architectural Review Board may provide advisory input on the design of municipal buildings, so that architectural considerations may be evaluated while preserving administrative efficiency and alignment with existing review frameworks.

Overall, the proposed amendments are limited in scope and do not introduce new uses but rather refine and clarify the regulatory standards applicable to an already permitted municipal use. Adoption of this Ordinance provides the necessary zoning framework to support the development of the Village Hall, Police Station, and Emergency Operations Center and ensures that the project can proceed in a manner consistent with the Village's regulatory structure, planning objectives, and public health, safety, and welfare considerations.

THE BAL HARBOUR EXPERIENCE

This item supports the Village's ongoing efforts to enhance municipal operations, public safety, and emergency preparedness through the development of a contemporary, unified and resilient Village Hall facility.

CONCLUSION

In conclusion, I recommend approval of the proposed Ordinance to amend Chapter 21 of the Village Code to establish development standards applicable to municipal buildings and uses within the RM-5 District. Approval of this Ordinance will provide the necessary regulatory framework to support the advancement of the Village Hall, Police Station, and Emergency Operations Center project.

Attachments:

Exhibit "A" – Planning Memorandum Analysis (Michael Miller, AICP)
Exhibit "B" – Legal Analysis (Susan L. Trevarthen, Esq.)

ORDINANCE NO. 2026____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO MODIFY REGULATIONS APPLICABLE TO MUNICIPAL BUILDINGS AND USES IN THE RM-5 MULTIPLE FAMILY RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Village (the "Village") Council finds it periodically necessary to amend its Code of Ordinances (the "Village Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the RM-5 Multiple Family Residential District (the "RM-5 District") within the Village allows municipal buildings and uses in addition to multiple family residential dwellings and grandfathered apartment hotels; and

WHEREAS, the RM-5 District has additional standards for grandfathered apartment hotel uses, but does not have specific standards for municipal buildings and uses; and

WHEREAS, the Village owns an RM-5 property (Lot 1 of Block 7, in the Residential Section of Bal Harbour) that has an unusual shape that negatively affects the usability of the site, which is slated to become its new Village Hall, and the Village Council desires to establish appropriate standards and regulations for this municipal building; and

WHEREAS, the Village Council has already adopted Section 21-80 of the Village Code establishing a height limit of 56 feet applicable to municipal buildings wherever they may be located within the Village, including the RM-5 District; and

WHEREAS, the Administration recommended approval of this Ordinance in its report for the April __, 2026 Village Council meeting; and

WHEREAS, the Village Council, sitting as the Local Planning Agency, has reviewed this Ordinance at a duly noticed public hearing in accordance with law on May ___, 2026, determined that this Ordinance is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, the Village Council conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Village Council has determined

that this Ordinance is consistent with the Village's Comprehensive Plan and in the best interest of the public health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND 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. Village Code Amended. That Chapter 21 "Zoning" of the Village Code is hereby amended to read as follows:[1]

CHAPTER 21 . - ZONING

* * *

ARTICLE III. - DISTRICT REGULATIONS

* * *

DIVISION 9. - RM-5 MULTIPLE FAMILY RESIDENTIAL DISTRICT

Section 21-261. - Permitted uses.

No Building or land shall be used and no Building shall be erected or constructed on any Lot in the RM-5 Multiple Family Residential District except for the following uses:

(1) Multiple-Family Dwellings or apartment buildings.

(2) Apartment Courts.

(3) Accessory Buildings.

(4) Parks, playgrounds, municipal buildings and Parking Lots owned and operated by the Village.

(5) Vacation Rentals in accordance with section 21-363.

Editor's note– Ord. No. 559, § 3, adopted May 15, 2012, provides that this ordinance shall not apply to an Apartment Hotel use which was a legal, operating use in the Village on the date of first reading of this ordinance. This ordinance shall also not apply to an expansion of such existing Apartment Hotel use onto one or more parcels, provided that such expanded use: (1) shares common management control with the existing Apartment Hotel use; (2) includes property which is abutting or separated only by a road right-of-way from the parcel on which the existing Apartment Hotel use is located; and (3) received approval as part of a Village Certificate of Appropriateness prior to January 1, 2012.

* * *

Section 21-269. Additional Standards for Municipal Buildings and Uses.

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

(a) *Height*. Per Section 21-80 of the Village's Zoning Code, a maximum height limit of 56 feet applies to municipal buildings in the RM-5 District and elsewhere.

(b) Setback and Architectural Projection Standards for Particular Municipal Lots. For municipal buildings and structures on Lot 1 of Block 7 of the Residential Section of Bal Harbour plat, the setbacks for any portion of a building or structure shall be as follows:

(1) the front setback to Bal Harbour Boulevard (aka Collins Avenue) shall be at least 20 feet from the lot line;

(2) the setback to the south shall be 0 feet from the lot line;

(3) the side setback to the north shall be at least 15 feet from the lot line, incorporating a 5-foot landscape buffer per the County landscaping requirements;

(4) the rear setback to the west shall be at least 15 feet from the lot line; and

(5) architectural features of any building or structure may project into any setback or adjacent parcel under common ownership not more than 20 feet, with at least 15 feet of clear headroom. Otherwise, cantilevered projections may project into the setback up to 5 feet, with at least 7 feet of clear headroom.

(c) *Required Parking and Design and Maintenance Standards*. No minimum parking quantity, size, design, or maintenance standards of any kind apply to municipal buildings, structures, and uses. Parking spaces may be placed in adjacent parcels under common ownership, where consistent with safe vehicular and pedestrian access.

(d) *Minimum Lot Area and Width*. No minimum lot area or width applies to municipal lots.

(e) *Floor Area*. No floor area or floor area ratio standards applies to municipal buildings and structures.

(f) *Walls, Fences, Landscaping, and Open Space*. Boundary walls and fences shall be a maximum of 8 feet in height, measured from highest adjacent grade. The Miami-Dade County landscaping code and other applicable minimum County standards will be met.

(g) *Architectural Review*. The Architectural Review Board may review and provide advisory recommendations to the Village Manager on the design of municipal buildings and structures.

(h) *Impacts*. An analysis of infrastructure impacts pursuant to Section 14-8, taking into

account the impact of the prior use of the property, shall be provided.

Sections 21-2~~69~~70—21-278. - Reserved.

* * *

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

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

Section 5. Conflict. That all Sections or parts of Sections of the Village Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall be effective upon adoption on second reading.

PASSED AND ADOPTED on first reading this 20th day of April, 2026.

PASSED AND ADOPTED on second reading this 19th day of May, 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.

MICHAEL MILLER PLANNING ASSOCIATES, INC.
Land Design Municipal Planning Services Transportation Planning

BAL HARBOUR VILLAGE
COMMUNITY DEVELOPMENT
MEMORANDUM

To: **Jorge M. Gonzalez – Village Manager**
Eliezer Palacio – Bldg. Official / Department Director
Bal Harbour Village

From: **Michael J. Miller, AICP**
Consultant Village Planner

Date: **April 20th, 2026**

Subject: **Bal Harbour Village**
Possible Land Development Code Revisions
RM-5 Zoning District – Specialized Regulations for Municipal Uses
MMPA Acct. No. 00-1103-0100

BACKGROUND

The Village's original 1946 Master Plan was implemented by a series of subdivision plats and private Deed Restrictions (CCRs), which was common at that time, as governmental Land Development Regulations (LDRs) such as Zoning Codes were not as yet common. Prior to incorporation of the Village the land area was part of unincorporated Dade County that only had basic limited criteria. The plats laid out the community's streets, lot areas, easements for utilities, and included certain building setbacks. The Deed Restrictions included more detailed regulations (now expired).

The Village's original land development was essentially completed prior to the Village adopting its first Zoning Code in 1974. Over the years the Village has made numerous amendments to its Zoning Code and adopted other more specialized LDRs such as Architectural Guidelines, Building regulations in addition to the Florida Building Code, and many more. Miami-Dade County has LDRs that apply countywide that regulate a few issues (ex. Landscaping / Subdivisions / Signage). Local government can adopt stricter LDRs but not less restrictive than the M-D criteria.

The original Village Master Plan envisioned higher density development along the oceanfront, lower-scale multifamily development along the west side of Collins Avenue, a high-end single-family area between the aforementioned Collins Avenue and Biscayne Bay (also a few small multifamily complexes on Park Dr.), and a few commercial uses (now BHS / Bank).

The Village's Zoning Code now allows certain municipal land uses in the R-1 & R-2 Single Family District, PC Private Club District, RM-5 Multiple Family District, and B Business District (ex. parks / playgrounds / municipal buildings). Unless otherwise specified in the Codes, the development

standards set forth in each zoning district apply to all land uses (private / public). In some communities the local government exempts itself from zoning laws.

When the 1974 Zoning Code was created it was apparently assumed the Master Plan land uses would remain as-is forever and the Zoning Code criteria would generally follow and support the private development regulations (plats / CCRs). However, things tend to change over time.

ISSUE

As part of the 2017 Bal Harbour Shops (BHS) expansion, as a condition of the Development Agreement for that approval, the Village acquired the former Fairfield Manor 18 DU multifamily site located at 9800 Collins Avenue for a future Village Hall site. The Village's original / current Village Hall site located at 655 96th Street (built 1956) is quite small for current-day desired functions, and the building, while architecturally charming, is substantially outdated (flood elevation / structural integrity per modern FBC standards, technology, etc.).

The Village has retained an architectural firm to assist in the design of a new Village Hall complex. Due to the odd-shape of the site (Bal Cross Drive frontage angled) and small size, the plat setbacks / Zoning Code & LDRs, which were written for only multifamily development, are causing impractical constraints on the proposed site design. The Village's administration feels some adjustment is necessary to establish special LDRs for the new Village Hall that can accommodate the desired complex (building / parking / open spaces / etc.), but are trying to be respectful of the scale and urban design qualities of the community. Therefore, the Village staff has prepared some desired / recommended Zoning Code amendments to accommodate the new Village Hall complex.

The intent is to generally maintain a consistent 50' main building setback along the west side of Collins Avenue with allowances for desired architectural features for the municipal complex only, such as extended yard projections (balconies / roof overhangs / covered automobile & pedestrian areas / etc.).

ANALYSIS

The Village Code currently includes the following building setbacks in the RM-5 District:

Collins Avenue	50'
Bal Cross Drive	25'
North Interior	25'
West Interior	50' (5' for 1-story Accessory Quarters / Covered Parking)
Yard Projections	36" Maximum

The Village Code is recommend to be amended to the following new building setbacks for municipal uses only (Existing RM-5 LDRs would remain the same for multifamily development):

Collins Avenue	20' (Main Building / Accessory Structures / Projections)
Bal Cross Drive	0'
North Interior	15'
West Interior	15'
Yard Projections	5' / 20' over Bal Cross Dr. right-of-way

As stated above, the proposed site design shows the main building setback substantially from Collins Avenue; however the Collins Avenue front yard is envisioned as a multi-purpose community gathering space; therefore, the current yard projections limitation of 36 inches will not allow for the desired design. It is suggested a 20' setback be established to accommodate all buildings except for extended building features.

As to Bal Cross Drive, the roadway segment from Collins Avenue to the gate / linear park along Park Drive has been closed for many years to vehicular traffic into the single-family neighborhood. The function of Bal Cross Drive outside of the gate has long been to serve as a driveway to the Bal Harbour Shops site and the Fairfield Manor site. The new northern entrance to the Bal Harbour Shops site now serves as one of the main driveway entries into the Bal Harbour Shops site. This driveway was designed and approved to, and will serve as a shared driveway for both the BHS and Village Hall site.

Portions of the Bal Cross Drive right-of-way (90' wide overall / 45' half section) will be used for Village Hall ADA parking and electric vehicle parking, pedestrian walkways and landscaped open space. There is no need for any setback in this built environment, so a 0' setback is proposed to Bal Cross Drive.

As to the two interior property lines, a 15' building setback is proposed. Along Park Drive to the west of the Village Hall site an expansive / wide linear passive park with mature landscaping and an existing tall concrete buffer wall now exist and should be sufficient to buffer the gated community.

Finally, to the north of the proposed Village Hall site is an existing multifamily complex (Tahoma Apt.) with a one-way driveway / parallel parking spaces along its southern border. The Village is required (M-D Ch. 18A) to construct a tall buffer wall within a minimum 5' wide landscape strip along the north property line, as that current land use is deemed "dissimilar". The current 25' setback is deemed excessive due to the new buffer being provided in the Village Hall design.

RECOMMENDATION

MMPA suggests the Village Council consider the adoption of the proposed Ordinance.

WEISS SEROTA
HELFMAN COLE + BIERMAN

MEMORANDUM

To: Jorge Gonzalez

From: Susan L. Trevarthen SLT
Johnathan Kramer

Date: 2/17/2026

Re: Application of Platted Building Setback Lines to Municipal Property

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This memorandum addresses (1) whether a platted building setback line on municipally owned land can be enforced to restrict a Florida municipality's development of the land for public purposes, and (2) what constraints do apply to such development.

Florida's platted-setback cases treat a plat's depiction of a building setback line on a lot as a private building restriction arising from private subdivision arrangements, not a vested limitation enforceable to restrain governmental development for a public purpose. *Bd. of Pub. Instruction v. Town of Bay Harbor Islands*, 81 So. 2d 637 (Fla. 1955); *Ryan v. Town of Manalapan*, 414 So. 2d 193 (Fla. 1982); *Vazquez v. City of Hallandale Beach*, 391 So. 3d 439 (Fla. 4th DCA 2024). Under this authority, a municipality generally is not required to replat or amend a plat as a precondition to proceeding with a municipal project on such a lot, and the defensible posture is to maintain a clear record establishing the public character of the use. Fla. Const. art. VIII, § 2(b); § 166.021, Fla. Stat.

However, this doctrine does not eliminate all regulatory constraints on the development of municipal property for a public purpose. Governmental development must remain consistent with the adopted comprehensive plan. § 163.3194(1)(a), Fla. Stat. Municipal property also is not categorically exempt from zoning. Where the zoning code is silent as to municipal structures and uses, Florida caselaw recognizes the municipality may not be bound by particular zoning provisions, although municipalities commonly elect to follow their zoning procedures for transparency and to structure municipal development. Where the zoning code affirmatively regulates municipal uses, the municipality is bound by its own ordinances. *Town of Longboat Key v. Islandside Prop. Owners Coal., LLC*, 95 So. 3d 1037 (Fla. 2d DCA 2012).

Here, the parcel is zoned RM-5, which explicitly contemplates municipal use, and the Village has generally subjected itself to its own zoning framework. The operative setback and siting constraints therefore are those imposed by the comprehensive plan and the RM-5 land

development regulations, not the platted setback line that operates as a private restriction. If the Village intends to revise the zoned setback to accommodate its municipal plans, it must do so through an ordinance amending the requirement.

Therefore, a platted building setback line generally will not restrain the Village's development of municipally owned land for a municipal purpose. The project must remain consistent with the comprehensive plan and comply with applicable zoning. If RM-5 setbacks or other development regulations must change to accommodate the development of the municipal property, the Village must either seek a variance if warranted or amend the Village regulations by ordinance.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES TO MODIFY PROCEDURES AND REGULATIONS APPLICABLE TO THE ARCHITECTURAL REVIEW BOARD; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Issue:

Should the Council adopt an Ordinance amending Chapter 2 "ADMINISTRATION" to modify procedures and regulations applicable to the Architectural Review Board in the R-1 and R-2 Single-Family Residential and PC Private Club Districts?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The proposed ordinance, if adopted, is intended to modify the scope of when ARB certificates of appropriateness are required and to clarify and revise related Chapter 2 provisions and cross-references. The Ordinance specifically states that applications adding less than 30% percent of the square footage to existing buildings in the R-1 and R-2 Single-Family Residential and PC Private Club Districts would no longer be required to go before the ARB and may instead be processed administratively.

Administration recommends that the Village Council approve the attached ordinance on first reading and schedule the ordinance for second reading and public hearing. Administration further recommends that the Council direct staff and the Village Attorney to make any non-substantive revisions necessary before second reading, consistent with Council direction provided during its consideration of the ordinance.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

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

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: May 19, 2026

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES TO MODIFY PROCEDURES AND REGULATIONS APPLICABLE TO THE ARCHITECTURAL REVIEW BOARD; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending that the Village Council adopt the proposed ordinance amending Chapter 2 of the Code of Ordinances to modify procedures and regulations applicable to the Architectural Review Board.

BACKGROUND

Chapter 2, Article III, Division 3 of the Village Code establishes the Architectural Review Board (ARB), including its purpose, membership, processes, and scope of authority. Chapter 5.5 of the Village Code creates the Village's Appearance Code and Appearance Plan, which establish architectural, design, and maintenance standards for most development in the Village.

The proposed ordinance is intended to modify the scope of when ARB certificates of appropriateness are required and to clarify and revise related Chapter 2 provisions and cross-references. The Ordinance specifically states that applications that increases proposed square footage of less than 30% the square footage to existing buildings or does not meet the definition of substantial improvement in Chapter 8.5 (FEMA 50% Rule) in the R-1, R-2 Single-Family Residential and PC, Private Club Districts would no longer be required to go before the ARB and may instead be processed administratively.

ANALYSIS

The ordinance preserves the ARB's general role in reviewing architectural plans and specifications submitted in connection with building permit applications and in holding hearings pertaining to certificates of appropriateness. For applications subject to ARB review, the ordinance sets out procedural requirements including Building Official transmission of complete applications, regularly scheduled monthly meetings, submission deadlines, agenda preparation, mailed notice to applicants, public notice by property posting, and required site visits by ARB members before the hearing.

The principal substantive change is the new exemption for applications in the R-1, R-2 Single-Family Residential and PC Private Club Districts where the Building Official determines if the project meets the threshold of requiring ARB approval. To be exempt from ARB, the project either involves an increase of less than 30% percent of the square footage of the existing building or buildings on the lot or if the project exceeds the or does not meet the definition of substantial improvement in Chapter 8.5 (FEMA 50% Rule). This exemption does not apply to any other zoning district within the Village.

The requirement of ARB review and obtaining a certificate of appropriateness for a New Single-Family Construction in the R-1, R-2 and PC districts remains. In the interim between certificate of appropriateness and Certificate of Occupancy only significant external changes would be required to return to ARB.

Between 2022 and 2025, the ARB reviewed 31 applications in the Single-Family District, 30 of which were approved at the initial hearing, for a first-pass approval rate of 95.0%. These results reflect a generally efficient review process and indicate that most applicants appear before the Board with well-prepared submissions.

Of the 31 applications reviewed at that time, 9 would have been exempt from ARB review under the proposed ordinance.

ARB SUBMITTALS SINGLE FAMILY 2022-2025	**QTY**
NEW SINGLE FAMILY	18
ADDITION	6
ALTERATION	3
MINOR	3
ROOF	1
TOTAL	**31**

*Revisions to previously approved ARB 15

THE BAL HARBOUR EXPERIENCE

The proposed ordinance enhances the Bal Harbour Experience by streamlining the development review process while maintaining the Village's high architectural and aesthetic standards. By allowing certain minor residential additions in the R-1, R-2 and PC districts to be processed administratively, the Village reduces unnecessary delays for homeowners without compromising design integrity. At the same time, the Architectural Review Board retains its essential role in evaluating more significant projects, ensuring that all development continues to align with the Village's Appearance Plan and overall vision. This balanced approach promotes efficiency, preserves property values, and reinforces Bal Harbour's reputation for thoughtful design and exceptional community character.

CONCLUSION

The proposed ordinance would clarify Architectural Review Board procedures and narrow the category of residential projects in the R-1, R-2 Single-Family Residential Districts and PC Private Club District that must obtain a certificate of appropriateness from the ARB before permitting.

By allowing administrative processing for additions under the 30% percent threshold or does not meet the definition of substantial improvement in Chapter 8.5 (FEMA 50% Rule) while preserving review under Chapter 5.5 and other applicable laws, the ordinance is intended to improve administrative efficiency without removing substantive design review standards.

For these reasons, the Administration recommends that the Village Council consider adoption of the ordinance.

ORDINANCE NO. 2026____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES TO MODIFY PROCEDURES AND REGULATIONS APPLICABLE TO THE ARCHITECTURAL REVIEW BOARD; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Village (the "Village") Council finds it periodically necessary to amend its Code of Ordinances (the "Village Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, Chapter 2 "Administration," Article III "Boards, Committees and Commissions," Division 3 "Architectural Review Board" of the Village Code establishes the Architectural Review Board (ARB), including its purpose, membership, processes and scope of authority; and

WHEREAS, Chapter 5.5 of the Village Code creates the Village's Appearance Code and contains the Appearance Plan, establishing architectural, design and maintenance standards for most development in the Village; and

WHEREAS, the Village Council desires to modify the scope of the requirement for the ARB to issue certificates of appropriateness, and specify that applications that add less than 30% the square footage to existing buildings and do not meet the definition of substantial improvement in Chapter 8.5 in the R-1, R-2 Single Family Residential Districts and PC Private Club need not go to the ARB and may be administratively processed and approved; and

WHEREAS, the Village Council further desires to clarify and revise existing provisions and cross references in Chapter 2 related to the ARB; and

WHEREAS, the Administration recommended approval of this Ordinance in its report for the May __, 2026 Village Council meeting; and

WHEREAS, the Village Council, sitting as the Local Planning Agency, has reviewed this Ordinance at a duly noticed public hearing in accordance with law on May ___, 2026, determined that this Ordinance is consistent with the Village's Comprehensive Plan, and recommended approval; and

WHEREAS, the Village Council conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and

participation by interested members of the public and staff, the Village Council has determined that this Ordinance is consistent with the Village's Comprehensive Plan and in the best interest of the public health, safety and welfare.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND 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. Village Code Amended. That Chapter 2 "Administration" of the Village Code is hereby amended to read as follows:[1]

CHAPTER 2. - ADMINISTRATION

* * *

ARTICLE III. - BOARDS, COMMITTEES AND COMMISSIONS

* * *

DIVISION 3. ARCHITECTURAL REVIEW BOARD

Sec. 2-71. Created.

There is hereby created an Architectural Review Board as a governmental agency of the Village (the "ARB").

Sec. 2-72. Membership; removal.

Number and qualifications of members. Four members of the ARB shall be either registered architects or registered landscape architects but need not be residents of the Village. One member of the ARB shall be a resident layperson of the Village, provided that the resident has familiarity with architecture, construction, plans review, or similar relevant knowledge. Members of the ARB shall be appointed by a majority vote of the Village Council. ARB members shall be subject to removal in accordance with the provisions of section 2-49. In the event that an ARB member forfeits his or her seat for failure to appear, in person or electronically, at three regular meetings within a calendar year, that member shall continue to serve until a replacement has been appointed by the majority of the Village Council.

Sec. 2-73. Powers; duties.

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

The ARB shall have the duty to review all architectural plans and specifications submitted to the Village in connection with applications for building permits and hold hearings pertaining to the issuance of certificates of appropriateness as provided for in section 2-75.

Sec. 2-74. Certificate of appropriateness, preliminary conference.

(a) The applicant for a certificate of appropriateness shall, upon request, have the right to a preliminary conference with the Village staff. In this regard, the Village staff shall provide such advice, counsel, suggestions, and recommendations on matters pertaining to the Code of Bal Harbour Village as he or she may deem necessary to guide such prospective applicant in the development of a plan which would comply with the intent and purposes of the Appearance Plan.

(b) The Village staff shall act in an advisory capacity only, with regard to preliminary plans, and shall provide consultation only on projects for which preliminary drawings and materials are furnished by such prospective applicant, and shall not participate in the development of the basic concept, plans or drawings.

Sec. 2-75. Procedure for consideration of certificates of appropriateness and applications subject to Architectural Review Board review.

(a) *Application*.

(1) Upon the filing of a complete application for a building permit subject to review by the ARB, as determined by the Building Official, and payment of an application fee which shall be set by resolution of the Village Council, the Building Official shall transmit such application to the ARB.

(2) The fact that an application for a building permit has been referred to the ARB shall not be cause for the Building Official to delay the review of plans relating to the building and zoning aspects of the project, while such application is pending with the ARB.

(3) The ARB shall establish regularly scheduled monthly meetings at which to review all applications, which may be cancelled if no applications are timely submitted for that month.

(4) Applications shall be submitted at least ~~21~~ 60 calendar days prior to the scheduled monthly meetings in order to be considered at that scheduled monthly meeting. The application must be complete and approved for Board consideration at least 21 days prior to the date of the Board meeting at which it will be considered.

(5) The Village Clerk's office shall prepare an agenda containing a list of all applications filed for each scheduled monthly meeting, which shall be submitted to all members of the ARB at least five calendar days prior to the scheduled monthly

meetings.

(6) The Village Clerk's office shall further notify each applicant of the date and time of a hearing on his application, in writing, which notice shall be mailed at least seven days prior to such hearing and provide public notice through posting of the property with a copy of the notice.

(7) In order to provide the members of the ARB with background knowledge concerning applications required to be reviewed by the ARB, each member of the ARB shall be required to individually visit the site which is the location of each application prior to the ARB hearing on such application. The Village Manager shall make arrangements for members of the ARB to be granted access to the Gated Residential Section, as necessary to conduct the site visits provided for in this subsection.

(8) Upon such hearing, the ARB shall consider the application and its presentation by the architect of record, and receive additional evidence (such as a rendering) from the applicant, his agent or attorney and from Village staff or other persons as to whether the application complies with the intent and purpose of the~~is~~ Appearance Plan in Section 5.5 of this Code.

(b) *Action of the Architectural Review Board*.

(1) Prior to making its decision on an application for a certificate of appropriateness, the ARB may make recommendations to the applicant as to changes in the exterior drawings, sketches, landscaping, site plans and materials which in the judgment of the ARB would tend to affect the general purposes of the~~is~~ Appearance Plan. ~~The plan is described in section 2-74~~.

(2) At the hearing, the ARB shall make its decision and shall issue to the building official a certificate of appropriateness, unless the ARB finds that the plan does not generally comply with the Appearance Plan ~~criteria outlined in article II of this chapter and/~~or with the intent and purpose set forth in section 5.5-3.

(3) Conditions of approval may be applied to the issuance of a certificate of appropriateness, if the ARB finds that conditions are necessary to ensure that the submitted drawings, sketches, landscaping, site plans and materials comply with the Appearance Plan ~~provided in article II of this chapter~~.

(4) If a finding of noncompliance is made, the ARB shall provide such advice, counsel, suggestions and recommendations on matters pertaining to aesthetics as they may deem necessary to guide the prospective applicant in the development of a plan which would comply with the intent and purpose of the Appearance Plan.

(5) The decision of the ARB, including conditions of approval, shall be reduced to writing and signed by the Chair.

(6) The ARB may require that the applicant supply additional information to aid in making a determination as to compliance.

(c) *Approval by Architectural Review Board*.

(1) The ARB shall issue a certificate of appropriateness by an affirmative vote of at least three members.

(2) No building or other permit, required under this Code ~~the ordinances of the Village~~, for the erection, construction, alteration or repair of any building or structure shall be issued by the Building Official without a certificate of appropriateness having been issued by the ARB.

(3) The foregoing requirement shall not preclude the issuance of a building permit without such certificate of appropriateness if:

a. The Building Official shall determine that no External Architectural Feature as defined in section 5.5-2(b)~~(11)~~ is involved in the work for which the building permit is sought; or

b. The Building Official shall determine that the selected color(s) of an application for exterior painting either complies with the Village's approved Color Palette as defined in section 5.5-2(b) or is equivalent to the approved colors. If more than two colors are proposed to be used on a building and the Building Official desires to obtain the input of the ARB on whether the proposed color scheme is consistent with the intent and purposes of the ~~Chapter 5.5,~~ Appearance Code, then the Building Official may schedule the exterior paint application for review and recommendation by the ARB; or~~.~~

c. For applications in the R-1, R-2 Single-Family Residential and PC Private Club Districts, the Building Official shall determine that the application involves an increase of less than 30% of the square footage of an existing Building(s) on the Lot(s), and that it does not meet the definition of substantial improvement in Chapter 8.5.

(4) Applications that are exempt from the issuance of a certificate of appropriateness by the ARB pursuant to (3) above will be reviewed by the Building Official and approved, approved with conditions, or denied based on the standards and conditions of any approved certificate of appropriateness for the Lot(s), Chapter 5.5 of this Code, and all other applicable laws.

(d) *Expiration of Certificate of Appropriateness*.

(1) *Deadline*. Within eighteen months after the issuance of a Certificate of Appropriateness, a principal building permit must be obtained to develop the property in accordance with the Certificate of Appropriateness. If this deadline is not met, such Certificate of Appropriateness shall automatically expire and shall be considered void and of no effect.

(2) *Vested rights*. Nothing in this section shall be construed or applied to abrogate the vested right of a property owner to complete development where the property

owner demonstrates each of the following:

a. A governmental act of development approval was obtained prior to the effective date of this section;

b. Upon which the property owner has detrimentally relied, in good faith, by making substantial expenditures; and

c. That it would be highly inequitable to deny the property owner the right to complete the development.

(3) *Extension*. If an extension of a Certificate of Appropriateness is desired, the owner of the property to which such Certificate of Appropriateness is applicable may request an extension of time from the Village Manager or designee by filing an application for extension prior to its expiration. Upon demonstration of good cause by the owner, the Village Manager or designee may grant an extension.

(e) *Follow-up by Building Official*.

(1) Upon the granting of a certificate of appropriateness, the exterior drawings, sketches, landscape and site plans, renderings and materials upon which such certificate of appropriateness was granted shall be turned over to the Building Official whose responsibility it shall be to determine, from time to time as the project is in progress and finally upon its completion, that there have been no unauthorized deviations from the evidence upon which the granting of the certificate of appropriateness was based, and that all required conditions of approval have been met.

(2) The Building Official shall not issue a certificate of occupancy for any building or structure where there have been any material deviations from the plans, specifications, drawings, materials, and conditions of approval upon which the certificate of appropriateness was granted. Significant changes to the appearance of any External Architectural Feature between approval of the Certificate of Appropriateness and Certificate of Occupancy must go back to ARB for approval.

Sec. 2-76. Appeals and review.

(a) The applicant or any interested party may file an appeal to the Village Council as to any ruling by the ARB made pursuant to this chapter. An appeal shall be submitted on forms provided by the Village.

(b) The Building Official may file an appeal to the Village Council as to any approval by the ARB. Such appeal shall be in the form of a letter filed with the Village Council and copied to the members of the ARB and any interested party.

(c) Any appeal under this section shall be filed or made within ten calendar days after the decision of the ARB.

(d) Appeals shall set forth the alleged inconsistency or nonconformity with procedures or

criteria set forth in this chapter or the Appearance Plan.

(e) The Village Council shall hold a hearing on an appeal within ~~30~~ 60 calendar days of the filing of such appeal unless an extension of time is consented to by the applicant, and such filing shall suspend any building permit issued pursuant to the ruling of the ARB until the Village Council has heard and rendered its decision on the appeal.

(f) The decision of the Village Council as to the appeal of a decision of the ARB shall be final.

Secs. 2-77—2-80. Reserved.

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

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

Section 5. Conflict. That all Sections or parts of Sections of the Village Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall be effective upon adoption on second reading.

PASSED AND ADOPTED on first reading this 19th day of May, 2026.

PASSED AND ADOPTED on 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.

BAL HARBOUR

- VILLAGE -

BUSINESS IMPACT STATEMENT

Proposed Ordinance Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES TO MODIFY PROCEDURES AND REGULATIONS APPLICABLE TO THE ARCHITECTURAL REVIEW BOARD; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Business Impact Estimate is required and attached.

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

The proposed ordinance modifies procedures and regulations applicable to the Architectural Review Board and clarifies the scope of applications requiring certificates of appropriateness. The ordinance further provides that certain additions of less than 30% of the square footage of existing buildings in the R-1 and R-2 Single-Family Residential and PC Private Club Districts may be processed administratively rather than through Architectural Review Board review.

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

a. **Estimate of Direct Business Compliance Costs:** This ordinance is not expected to have any direct business compliance cost impacts.
b. **New Charges/Fees on Business Impacted:** This ordinance is not expected to have any new charges or fees on businesses.
c. **Estimate of Regulatory Cost:** This ordinance is not expected to have any additional regulatory costs.

The ordinance may impact development-related businesses by revising administrative review procedures, architectural review processes, and development application requirements within the Village but is not expected to have any adverse economic impact.

Good Faith Estimate of Number of Businesses Likely Impacted:

A limited number of businesses engaged in residential development, construction, architecture, design, engineering, and real estate investment within the Village may be impacted by the ordinance.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO REMOVE GARAGE ENTRY REQUIREMENTS AND TO AMEND REQUIREMENTS FOR PARKING AND IMPERVIOUS SURFACE IN THE SINGLE-FAMILY RESIDENTIAL DISTRICTS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Issue:

Should the Council adopt an Ordinance amending Chapter 21 "ZONING" to modify garage entry requirements and parking requirements in the single-family residential districts?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The proposed ordinance amends Chapter 21 of the Village Code to modify certain development standards applicable to the Village's R-1 and R-2 Single-Family Residential zoning districts. Specifically, the ordinance removes existing restrictions requiring side-entry garages for new and substantially reconstructed residences, updates impervious surface regulations within front setback areas, clarifies maximum lot coverage standards, and revises off-street parking requirements for single-family detached dwellings.

Administration recommends that the Village Council approve the attached ordinance on first reading and schedule the ordinance for second reading and public hearing. Administration further recommends that the Council direct staff and the Village Attorney to make any non-substantive revisions necessary before second reading, consistent with Council direction provided during its consideration of the ordinance.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

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

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: May 19, 2026

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO REMOVE GARAGE ENTRY REQUIREMENTS AND TO AMEND REQUIREMENTS FOR PARKING AND IMPERVIOUS SURFACE IN THE SINGLE-FAMILY RESIDENTIAL DISTRICTS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending that the Village Council adopt the proposed ordinance amending Chapter 21 "Zoning" of the Code of Ordinances to modify garage entry requirements and parking requirements in the single-family residential districts.

BACKGROUND

The proposed ordinance amends Chapter 21 of the Village Code to modify certain development standards applicable to the Village's R-1 and R-2 Single-Family Residential zoning districts. Specifically, the ordinance removes existing restrictions requiring side-entry garages for new and substantially reconstructed residences, updates impervious surface regulations within front setback areas, clarifies maximum lot coverage standards, and revises off-street parking requirements for single-family detached dwellings.

The Village's current zoning regulations governing garage orientation within the R-1 and R-2 Single-Family Residential Zoning districts were adopted to reinforce the architectural character and visual quality of the Village's residential streetscapes. Under the existing regulations, garages associated with new residences and substantially reconstructed homes are generally prohibited from directly facing the street.

While these requirements were originally intended to minimize the visual prominence of garages and preserve neighborhood character, staff identified circumstances where the regulations create practical design challenges, particularly on irregularly shaped lots, corner properties, and other constrained sites. In some cases, the existing requirements result in inefficient driveway configurations, increased paved areas, and reduced architectural flexibility.

Following this review, staff determined that permitting front-facing garage entries, while maintaining all other applicable zoning, landscaping, and architectural review requirements, would provide property owners and design professionals with additional flexibility without materially impacting the established residential character of the Village.

In conjunction with this review, staff also evaluated related provisions governing impervious surface limitations, lot coverage standards, and off-street parking requirements to ensure consistency throughout the Code and alignment with current residential development practices.

ANALYSIS

The proposed ordinance removes the current prohibition against garage entries directly facing the street within the R-1 and R-2 Single-Family Residential Zoning districts.

Under the existing Code, all new residences and residences undergoing 100 percent reconstruction are generally required to incorporate side-entry garage configurations. Although these provisions were originally intended to preserve the visual quality of the Village's residential streetscape, staff's review determined that the requirement may unnecessarily limit site planning flexibility and architectural design opportunities on certain residential properties.

The proposed amendment would provide additional flexibility in the design and layout of residential properties while maintaining compliance with all other applicable zoning and design requirements.

The proposed ordinance does not alter permitted uses, residential density limitations, setback requirements, or building height standards within the single-family zoning districts. In addition, all residential development projects will remain subject to the Village's existing architectural review and permitting processes, which will continue to preserve the overall residential character and visual quality of the Village.

The ordinance also updates the Village's off-street parking requirements applicable to single-family detached dwellings.

Under the proposed ordinance, single-family residences will be required to provide a minimum of two off-street parking spaces per dwelling unit. However, the ordinance further clarifies that:

- At least one required parking space must be located within a garage, carports will no longer be allowed in lieu of garage.
- Residences containing more than three bedrooms must provide at least two enclosed garage parking spaces; and
- No dwelling unit may provide more than three garage parking spaces at the finished floor elevation.

These amendments are intended to ensure that residential properties continue to provide adequate on-site parking accommodations while avoiding the proliferation of excessively large garage structures that may negatively impact neighborhood scale and compatibility.

The proposed parking standards strike an appropriate balance between functionality, architectural compatibility, and preservation of residential character.

THE BAL HARBOUR EXPERIENCE

The proposed ordinance supports the continued evolution of the "Bal Harbour Experience" by reinforcing the Village's commitment to high-quality residential design, thoughtful planning, and long-term neighborhood sustainability.

The amendments recognize the importance of balancing architectural flexibility with the preservation of the Village's established residential character. By modernizing certain zoning standards and allowing greater adaptability in residential site planning, the ordinance provides property owners and design professionals with additional opportunities to create functional and aesthetically compatible homes that reflect the expectations of a premier residential community.

At the same time, the ordinance maintains important development controls related to lot coverage, landscaping, and parking to preserve the Village's distinctive streetscape character, enhance visual quality, and support a cohesive residential environment.

These updates are consistent with the Village's ongoing efforts to ensure that development regulations continue to reflect contemporary design practices while maintaining the exclusivity, quality, and neighborhood character that define the Bal Harbour experience.

CONCLUSION

The proposed ordinance represents a measured update to the Village's single-family residential development standards intended to provide additional flexibility in site planning and architectural design while preserving the character and quality of Bal Harbour Village's residential neighborhoods.

The proposed ordinance balances modern residential design considerations with the Village's long-standing planning and aesthetic objectives. The ordinance maintains the core development standards applicable to the R-1 and R-2 zoning districts while addressing provisions that may unnecessarily constrain residential design and functionality.

For these reasons, the Administration recommends that the Village Council consider adoption of the ordinance.

ORDINANCE NO. 2026____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO REMOVE GARAGE ENTRY REQUIREMENTS AND TO AMEND REQUIREMENTS FOR PARKING AND IMPERVIOUS SURFACE IN THE SINGLE-FAMILY RESIDENTIAL DISTRICTS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Village (the "Village") Council finds it periodically necessary to amend its Code of Ordinances (the "Village Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the R-1 and R-2 Single Family Residential zoning districts within the Village are limited to single-family residential uses; and

WHEREAS, the R-1 and R-2 district regulations of the Village Code currently prohibit single-family garages from being oriented in a manner that provides direct street-facing access; and

WHEREAS, the Village Council finds that this side-entry restriction on garages may create site design challenges and reduce the efficient use of single-family residential lots, and that the removal of this restriction is unlikely to alter the low-density single-family character of the community; and

WHEREAS, the Village Council further seeks to modify the requirements for the number and location of parking spaces in the single-family residential districts; and

WHEREAS, the Village Council hereby finds and determines that this Ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND 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. Village Code Amended. That Chapter 21 "Zoning" of the Village Code is hereby amended to read as follows:[1]

CHAPTER 21. - ZONING

* * *

ARTICLE III. - DISTRICT REGULATIONS

* * *

DIVISION 2. - R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

* * *

Section 21-102. - Setbacks.

* * *

(b) Garages and Accessory Quarters may be constructed as a part of the residence Building. If a wall is erected along the rear line of the Lot (the outside face of such wall shall not be nearer than ten feet to the street line), then garages and Accessory Quarters not more than one Story in height may be constructed as a part of or abutting such wall. Such garage or Accessory Quarters may have an ~~gateway~~ pedestrian entry from the Street. Otherwise, garages or Accessory Quarters must be located not nearer than 20 feet to the rear line of the Lot. No garage or Accessory Quarters shall exceed 15 feet in height.

* * *

Sec. 21-103. - Maximum Lot coverage.

The maximum Lot Coverage of all impervious areas in the R-1 Single Family Residential District shall not exceed 50 percent of Lot area. The maximum Lot Coverage by buildings and structures shall not exceed 40 percent. Lot Coverage accomplished by a combination of buildings and structures together with other impervious areas shall not exceed a 50 percent total maximum of Lot Coverage. If an Accessory Quarters is provided, a bonus Lot Coverage increase of 3% shall be allowed (43% maximum Lot Coverage for buildings and structures/53% total maximum Lot Coverage). No more than 50% of the front setback can be impervious surface.

~~**Section 21-104. - Garage Entry.**~~

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

~~No garage in the R-1 Single Family Residential District shall have an entry directly facing the Street unless such entry is obscured by a decorative wall five feet in height supplemented by a landscaped screen, such screen to be placed between the Street and the garage entrance. Notwithstanding the above, all new residences and 100 percent reconstructed residences built subsequent to January 1, 1999, shall only be constructed with garage entries not directly facing Street(s).~~

Sections 21-10~~45~~—21-120. - Reserved.

* * *

DIVISION 3. - R-2 SINGLE FAMILY RESIDENTIAL DISTRICT

* * *

~~Section 21-128. - Garage entry.~~

~~No garage in the R-2 Single Family Residential District shall have an entry directly facing the Street unless such entry is obscured by a landscaped screen made possible through the use of circular driveways, such screen to be placed between the Street and the garage entrance. Notwithstanding the above, all new and 100 percent reconstructed residences, built subsequent to January 1, 1999, shall not be constructed with garage entries directly facing the Street.~~

Sec. 21-128~~9~~. - Maximum Lot coverage.

Maximum Lot Coverage in the R-2 Single Family Residential District shall not exceed 50 percent of Lot area. The maximum Lot Coverage by buildings and structures shall not exceed 40 percent. Lot Coverage accomplished by a combination of buildings and structures together with other impervious areas shall not exceed a 50 percent total maximum of Lot Coverage. If an Accessory Quarters is provided, a bonus Lot Coverage increase of 3% shall be allowed (43% maximum Lot Coverage for buildings and structures/53% total maximum Lot Coverage). No more than 50% of the front setback can be impervious surface.

Secs. 21-129~~30~~—21-145. - Reserved.

* * *

ARTICLE V. - OFF-STREET PARKING FACILITIES

* * *

Section 21-384. - Number of spaces.

The schedule of off-street parking requirements shall be as follows:

(1) **Single-family detached dwellings**: Two parking spaces for each dwelling unit, with not less than one space provided within a garage ~~or Carport~~. Dwelling units with more than three bedrooms must provide two parking spaces within a garage. No dwelling unit may have more than three parking spaces within a garage, at the finished floor level of the garage.

* * *

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

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

Section 5. Conflict. That all Sections or parts of Sections of the Village Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall be effective upon adoption on second reading.

PASSED AND ADOPTED on first reading this 19th day of May, 2026.

PASSED AND ADOPTED on 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.

BAL HARBOUR

- VILLAGE -

BUSINESS IMPACT STATEMENT

Proposed Ordinance Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO REMOVE GARAGE ENTRY REQUIREMENTS AND TO AMEND REQUIREMENTS FOR PARKING AND IMPERVIOUS SURFACE IN THE SINGLE-FAMILY RESIDENTIAL DISTRICTS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Business Impact Estimate is required and attached.

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

The proposed ordinance removes existing restrictions requiring side-entry garages for new and substantially reconstructed residences in the Village's R-1 and R-2 Single-Family Residential zoning districts. The ordinance also updates impervious surface regulations within front setback areas and revises off-street parking requirements for single-family detached dwellings.

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

a. **Estimate of Direct Business Compliance Costs:** This ordinance is not expected to have any direct business compliance cost impacts.
b. **New Charges/Fees on Business Impacted:** This ordinance is not expected to have any new charges or fees on businesses.
c. **Estimate of Regulatory Cost:** This ordinance is not expected to have any additional regulatory costs.

The ordinance may impact development-related businesses by revising residential parking, garage design, and impervious surface standards but is not expected to have any adverse economic impact.

Good Faith Estimate of Number of Businesses Likely Impacted:

A limited number of businesses engaged in residential development, construction, design, and real estate investment within the Village may be impacted by the ordinance.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO REVISE STANDARDS FOR HEDGES, WALLS, FENCES AND PROJECTIONS INTO SETBACKS, AND TO INCREASE THE MAXIMUM HEIGHT AND REVISE THE MEASUREMENT OF HEIGHT OF WALLS AND FENCES IN THE SINGLE-FAMILY/MULTIPLE-FAMILY RESIDENTIAL AND PRIVATE CLUB DISTRICTS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council adopt the proposed ordinance amending Chapter 21 "Zoning" of the Code of Ordinances to revise standards for hedges, walls, fences and projections into setbacks, and to increase the maximum height and revise the measurement of height of walls and fences in the single-family/multiple-family residential and private club districts?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The proposed ordinance amends portions of Chapter 21 of the Village Code related to walls, fences, hedges, and architectural projections into setback areas. The ordinance provides additional flexibility for cantilevered architectural features, updates fence and wall height regulations, revises the methodology for measuring wall and fence height, and establishes standards for recreational court fencing in the Single-Family Residential District.

Administration recommends that the Village Council approve the attached ordinance on first reading and schedule the ordinance for second reading and public hearing. Administration further recommends that the Council direct staff and the Village Attorney to make any non-substantive revisions necessary before second reading, consistent with Council direction provided during its consideration of the ordinance.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

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

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: May 19, 2026

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO REVISE STANDARDS FOR HEDGES, WALLS, FENCES AND PROJECTIONS INTO SETBACKS, AND TO INCREASE THE MAXIMUM HEIGHT AND REVISE THE MEASUREMENT OF HEIGHT OF WALLS AND FENCES IN THE SINGLE-FAMILY/MULTIPLE-FAMILY RESIDENTIAL AND PRIVATE CLUB DISTRICTS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending that the Village Council adopt the proposed ordinance amending Chapter 21 "Zoning" of the Code of Ordinances to revise standards for hedges, walls, fences and projections into setbacks, and to increase the maximum height and revise the measurement of height of walls and fences in the single-family/multiple-family residential and private club districts.

BACKGROUND

At the April 2026 Regular Village Council Meeting, Vice Mayor Wolf presented a discussion item regarding the need to strengthen Code requirements pertaining to the maintenance and screening of vacant lots within the single-family residential districts.

When staff receives a directive to amend a particular code Village staff takes the opportunity to evaluate the zoning regulation to ensure they continue to reflect the evolving needs of the community while preserving the unique residential character that distinguishes Bal Harbour Village. Over time, staff has observed increased interest in contemporary architectural design elements, enhanced privacy features, and recreational amenities on residential properties, particularly within the Single-Family Residential Districts.

The proposed ordinance amends portions of Chapter 21 of the Village Code related to walls, fences, hedges, and architectural projections into setback areas. The ordinance provides additional flexibility for cantilevered architectural features, updates fence and wall height regulations, revises the methodology for measuring wall and fence height, and establishes standards for recreational court fencing in the Single-Family Residential District.

ANALYSIS

The proposed amendments are intended to modernize portions of the Village's zoning regulations while maintaining the high architectural and aesthetic standards expected within Bal Harbour Village. The ordinance reflects a measured approach that accommodates evolving residential design trends without compromising neighborhood character or visual quality.

The ordinance also strengthens screening requirements for vacant lots being used to house equipment, personal property, or other items by requiring perimeter hedges that substantially obscure the lot from view. This amendment was requested by the Bal Harbour Civic Association in response to concerns regarding the visual appearance of certain vacant properties within the residential districts. The proposed requirement will help maintain the aesthetic quality of the Village while allowing reasonable use of vacant lots consistent with community expectations. A review of the existing Code Sec 11.3 and Chapter 5.5 Appearance Code regarding vacant lots without structures appears to be sufficient to handle any Code Enforcement complaints. Currently, the Code allows for the length of grass in vacant lots to be 12 inches vs 6 inches in lots with structures. If the Council wishes to further strengthen the Appearance Code, it could opt for one standard of 6 inches in length for all lots within Single Family Residential District.

One of the amendments increases the allowable height of walls and fences within the residential and private club districts from five feet to six feet. This modest increase responds to resident interest in enhanced privacy and security while remaining compatible with the scale and appearance of residential properties throughout the Village. Importantly, the ordinance also revises the height measurement methodology to measure from the highest adjacent grade of the property rather than the centerline of the adjoining street, which provides a more practical and equitable standard for lots with varying elevations.

The ordinance further introduces standards for recreational court fencing within the R-1, R-2 and PC District. These provisions recognize the increasing prevalence of recreational amenities while ensuring that such facilities are appropriately screened and designed in a manner consistent with the Village's appearance standards. Landscaping, setback requirements, and architectural review requirements are incorporated to minimize visual impacts on neighboring properties and the public realm.

Additional amendments relating to cantilevered architectural projections are intended to provide flexibility for contemporary residential design while maintaining required open space and setback protections. The proposed standards continue to prohibit enclosure of these projected areas and maintain limitations intended to preserve light, air, and visual openness between properties. This proposed amendment originated from discussions with various design professionals during the design review process and from questions raised regarding the application of the current regulation.

Overall, the proposed amendments strike an appropriate balance between flexibility, functionality, and preservation of the Village's established residential character.

SUMMARY OF PROPOSED CHANGES

1. Architectural Projections into Setbacks

The ordinance revises Section 21-354 to allow additional flexibility for cantilevered architectural features on single-family lots in the R-1, R-2 and PC zoning districts.

Key amendments include:

- Allowing cantilevered slab projections over driveways extending up to five feet into a setback under specified conditions;
- Allowing cantilevered structures in the R-1 and PC District to project over rear setbacks up to 20 feet, provided the area remains open and unenclosed;
- Clarifying standards for balconies and exterior access features.

These modifications recognize modern architectural design trends while preserving open space and minimizing impacts on neighboring properties.

2. Fence and Wall Height Modifications

The ordinance increases the maximum allowable height of walls and fences in the R Districts, RM Districts, and PC District from five feet to six feet.

In addition, the ordinance revises the method of measurement so that wall and fence height is measured from the highest adjacent grade of the lot rather than from the elevation of the adjoining street centerline. This change provides a more practical and equitable measurement standard for properties with varying elevations.

3. Recreational Court Fencing Standards in R-1, R-2 and PC District

The ordinance establishes specific regulations for fencing surrounding recreational courts located in the Single-Family Residential District.

The proposed standards would:

- Permit fences up to ten feet in height around recreational courts;
- Allow recreational courts and fencing to encroach into the front setback and side setback of corner lots under specified conditions;
- Require fencing to maintain a minimum setback from the property line;
- Require landscaping or hedges to screen the fencing from public view; and
- Require compliance with Village Appearance Code standards.

These provisions are intended to accommodate recreational amenities while ensuring visual compatibility with the surrounding neighborhood.

4. Decorative and Landscape Standards

Additional amendments include:

- Revising standards for ornamental architectural features exceeding wall height restrictions;
- Clarifying landscaping requirements for vacant lots used for equipment or storage;
- Updating hedge regulations and screening requirements; and
- Maintaining protection for utility easements and easement landscaping.

THE BAL HARBOUR EXPERIENCE

Bal Harbour Village has long distinguished itself through thoughtful planning, exceptional architectural quality, and careful attention to community aesthetics. The Village's development regulations have historically evolved in response to changing residential trends while consistently maintaining the character and scale that residents expect.

The proposed amendments continue that tradition by addressing practical design considerations that have emerged through recent development applications and homeowner requests. The Village has increasingly seen contemporary residential designs incorporating cantilevered features, enhanced outdoor recreational amenities, and expanded privacy treatments. The ordinance provides clearer guidance for these elements while reinforcing the importance of landscaping, compatibility, and design review.

The proposed recreational court standards are intended to establish predictable criteria for residents and design professionals while ensuring that these improvements remain appropriately integrated into the residential environment. Likewise, the updated fence and wall standards reflect the realities of modern residential living while remaining sensitive to neighborhood aesthetics and pedestrian experience.

CONCLUSION

The proposed ordinance represents a reasonable and balanced update to the Village's zoning regulations. The amendments provide residents with additional flexibility for residential design, privacy, and recreational amenities while preserving the high-quality architectural and aesthetic standards that define Bal Harbour Village.

For these reasons, the Administration recommends that the Village Council consider adoption of the ordinance.

ORDINANCE NO. 2026____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO REVISE STANDARDS FOR HEDGES, WALLS, FENCES AND PROJECTIONS INTO SETBACKS, AND TO INCREASE THE MAXIMUM HEIGHT AND REVISE THE MEASUREMENT OF HEIGHT OF WALLS AND FENCES IN THE SINGLE-FAMILY/MULTIPLE-FAMILY RESIDENTIAL AND PRIVATE CLUB DISTRICTS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Bal Harbour Village (the "Village") Council finds it periodically necessary to amend its Code of Ordinances (the "Village Code") in order to update regulations and procedures to implement municipal goals and objectives; and

WHEREAS, the R-1 and R-2 Single Family Residential zoning districts within the Village are limited to single-family residential uses; and

WHEREAS, the Village Code currently regulates walls, fences and hedges in the R-1 and R-2 districts, and the Village Council seeks to amend these regulations as well as to amend current requirements for architectural projections in the R-1 and PC districts and other projections in all districts; and

WHEREAS, the Village Council seeks to provide special rules for fences surrounding recreational courts located in the front setback (or side setback of a corner lot) in the R-1 and R-2 Single-Family Residential Districts and the Private Club PC District; and

WHEREAS, the Village Council also seeks to increase the maximum height of walls and fences in the Single-Family Residential, Multiple-Family Residential, and Private Club Districts from five to six feet, and to adjust the method of measurement of such height; and

WHEREAS, the Village Council hereby finds and determines that this Ordinance is in the best interest of the public health, safety, and welfare.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE MAYOR AND 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. Village Code Amended. That Chapter 21 "Zoning" of the Village Code is hereby amended to read as follows:[1]

CHAPTER 21. - ZONING

* * *

ARTICLE IV. - SUPPLEMENTARY DISTRICT REGULATIONS

* * *

Sec. 21-354. - Projections into Setback areas.

(a) *Chimneys*. Chimneys may project into side and rear Setbacks and Yards a distance not to exceed 24 inches, provided that a clear space of not less than 88 inches is left between such projection and the Lot Line adjacent. The horizontal dimension of the chimney at right angles to the projection shall not exceed six feet.

(b) *Outside stairs, stair landings*. No outside stairs or stair landings over three feet six inches in height above the Grade adjacent to the stairs or stair landings ~~of the centerline of the Street~~ shall extend into side, rear, or front Setbacks and Yards. Stairs or stair landings not exceeding 42 inches in height may be railed, provided that such railing shall not exceed in height above Grade that specified for walls or hedges in that district, and further, that there shall be a clear, unobstructed passage of not less than 88 inches between such projection and the Lot Line adjacent. Platforms or terraces not exceeding 42 inches in height may extend across side and rear Setbacks and Yards, provided that there shall be ramps or steps at least 36 inches wide on opposite sides to provide unobstructed passage over such projections.

(c) *Areaways, steps to basements*. Areaways, steps to basements and similar features will be permitted in side and rear Setbacks and Yards, provided that no part of such feature shall exceed, in height, 42 inches above Grade of the centerline of the Street, and that the projection shall not exceed 24 inches, and provided further that there shall be a clear, unobstructed passage of not less than 88 inches between such features and the Lot Line adjacent. Steps extending not more than four feet from the main Building and not more than 42 inches in height above Grade, leading to the basement or ground floor, may be constructed in the side Setback and Yard on the street side of a Corner Lot.

(d) *Fire escapes*. Where permitted under the provisions of chapter 6, open-type metal fire escapes may project 48 inches into side and rear Setback and Yard areas, provided that the bottom run shall be counter-balanced and that when the bottom run is up, there shall be at least nine feet clear headroom below it. The bottom run shall be adjacent or parallel to the Building and shall be so arranged that, when down, there shall be at least 88 inches of clear, unobstructed passage between it and the Lot Line adjacent.

(e) *Architectural features*. No main walls of any Building shall encroach on the Setback or Yard areas, but architectural features such as canopies, cantilever slab projections

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

(open balconies), cornices, eaves and similar features may project into the side and rear Setbacks and Yards subject to the following:

(1) In the Ocean Front District, balconies and other ornamental architectural features above the first story may be extended not more than four feet into the Setback or Yard areas, and there shall be not less than ten feet of clear headroom under the lowest such projection.

(2) In all other zoning districts, architectural features may project into the front, side and rear Setbacks and Yards not more than 36 inches, and there shall be not less than seven feet of clear headroom under any such projection.

(3) On all single family lots in the R-1 and R-2 Zoning Districts, a cantilevered slab projection may project over a driveway towards one vehicular right-of-way as shown on the recorded plat of the Residential Section of Bal Harbour, provided that:

a. The projection extends no more than five feet into a Setback or Yard;

b. No part of the projection is closer than 20 feet to any platted Lot Lines adjacent to any vehicular right-of-way; and

c. Architectural features or supporting Structures such as columns or poles are not placed under the portion of the projection that extends into the setback.

(4) On all single family lots in the R-1 and Private Club PC Zoning Districts, a cantilevered structure may project over the rear setback to a maximum of 20 feet, provided that:

a. Architectural features or supporting Structures such as columns or poles are not placed under the portion of the projection that extends into the setback; and

b. The area covered by the projection must remain open, and may not be enclosed regardless of material.

(f) *Terraces*. Open terraces projecting into front and side Setbacks or Yards shall not exceed, in height, three feet six inches above the Grade of the center of the Street, and the railing of such terrace shall in no case exceed the height specified for walls in that district. Where necessary to provide access through the side yards, terraces shall be provided with steps or ramps and gates not less than 36 inches in width.

(g) *Mechanical equipment*. Mechanical equipment shall not be placed in required side Setbacks or Yards. This prohibition shall not apply to tankless water heaters and electrical services affixed to walls.

(h) *Balconies*. In the R-1 and R-2 Zoning District, the flat roof of a residential Building may serve as the floor of a Balcony. Where there are multiple roofs, the highest roof may not serve as the floor of a Balcony. Such Balconies shall meet all of the following standards:

(1) Balconies located on the front or rear façade may not extend more than three feet into the Setback or Yard.

(2) Balconies located on a side façade may not extend beyond the face of the

exterior wall of the Building from which they project.

(3) Balconies must be accessed from the interior of the Building from which they project.

(4) Balconies facing a lot line abutting another residential property may also be accessed from an exterior staircase, provided the staircase does not encroach in any Setback or Yard and complies with Section 21-354(b).

* * *

Sec. 21-358. - Walls, fences and landscape plantings.

(a) In the Single Family Residential Districts (R Districts), Private Club District (PC District) and the Multiple Family Residential Districts (RM Districts), no wall or fence shall be erected outside of the Building Lines which is higher than ~~five~~ six feet above the elevation of the centerline ~~of the adjoining Street~~ measured from highest adjacent grade of the lot on which the wall or fence is being placed. For temporary construction fences for demolition activities, see Section 6-142(b)(4) for requirements. For temporary construction fences for construction activities, see Section 6-202(b) for requirements.

(1) Notwithstanding the above, in the R-1 and R-2 Single Family Residential Districts and the Private Club PC District, no fence enclosing a recreational court shall be erected outside the Building Lines which is higher than ten feet above the elevation measured from highest adjacent grade of the lot on which the fence is being placed. The recreational court and surrounding fence may encroach into the front setback (and the side setback of a corner lot), but the fence must be at least 10 feet from the front property line, and may be made of chain link if installed with a mesh windscreen with no lettering or signage. A hedge or other supplemental landscaping, equal in height to the fence at the time of planting, shall be provided on the street side and interior sides and rear of any such fence, to screen the recreational court from view. The appearance of such recreational courts and their fences and landscaping shall meet the standards of the Village Appearance Code for Miscellaneous Structures in Section 5.5-5.

(2) Notwithstanding the above, in the R-2 Single Family Residential District, walls or fences which are within the Front Building Line Area and are parallel to the front property line shall be structured to the following design criteria:

~~(1)~~ a. A maximum of two feet of opaque wall surface above grade shall be permitted.

~~(2)~~ b. The balance of allowable wall/fence height up to the maximum ~~five~~six-foot height may be constructed of non-opaque material such as wrought iron, aluminum, decorative open weave concrete or clay products, glass block and similar materials. Supplemental landscaping acceptable to the Village Architectural Review Board (ARB) shall be provided on the street side of any such wall or fence.

~~(3)~~ c. Any such wall shall be decorative, with finishes on both sides and compatible with the dwelling architecture.

~~(4)~~ d. The Architectural Review Board (ARB) may grant exceptions to the design criteria stated herein based on creative and compatible design solutions.

(b) In Blocks 1 and 12 in zoning districts R-1 and RM-4, and in Block 12a of RM-5, no wall or fence more than four feet in height shall be created between the Seawall and the front Setback line.

(c) In the Ocean Front District (OF District), no boundary wall or fence shall be constructed which is more than six feet above the elevation of the center of the adjoining Street.

(d) In the Business District (B District), no boundary wall or fence shall be constructed which is more than 20 feet above the elevation of the center of the adjoining Street along Bal Bay, Bal Cross and Park Drive and no more than six feet above the elevation of the center of the adjoining Street along Collins/Bal Harbour Boulevard, Harding and 96th Street. No other wall or fence shall be constructed which is more than six feet above the elevation of the center of any adjoining Street.

(e) A perimeter wall, with gates where needed for pedestrian or vehicular access, may be constructed around the Gated Residential Section of Bal Harbour. The perimeter wall may be constructed as follows; starting at the western property line of Lot 3 of Block 12a running south along the eastern boundary of the park properties located east of Park Drive and ending at the west side of the intersection of Park Drive and Bal Bay Drive. The height of the perimeter wall shall not be more than 10 feet above the elevation of the center of the adjoining Street.

The perimeter wall may also be continued along the northern property line of Block 1, Lot 2 to the western property line, at a height no more than 10 feet above the elevation of the center of the adjoining Street or of the finished grade of the developed lot, whichever is greater.

This subsection (e) does not apply to the B Business-zoned properties abutting Park Drive, which are regulated by subsection (d) above.

(f) In all zoning districts, ornamental entrances, fountains, rotisseries, flower bins and similar architectural features exceeding the wall height restriction will be permitted, provided that:

(1) No such feature shall exceed in height the wall height restriction for that district plus ~~three~~ two feet.

(2) There shall be only one such feature in any front, side or rear Yard, except that there may be two entrance gates.

(3) There shall be at least ten feet between any such feature and any part of any Building on the same Lot, measured at right angles from the feature.

(4) Such features shall not restrict passage through front, rear or side Yards to less than 88 inches in any place.

(g) Hedges of living vegetation in the P.C. District may be kept and maintained with the same limitations for walls in said district. In all other districts, hedges may be kept and maintained without any height limitation, provided such hedges are neatly trimmed and do not interfere with traffic or visibility on public rights-of-way. Vacant lots in the R-1, R-2, PC and RM Districts that are being used to house equipment, personal property, or other items must be surrounded by a perimeter hedge to screen the lot from view, at least 6 feet tall at planting. The hedge shall be dense enough to substantially obscure the view from the street and adjacent properties, leaving reasonable gaps for access, while not blocking traffic visibility on rights-of-way. The growth of weeds, brush or grass to a length of more than six inches on such lots shall not be permitted.

(h) *Planting of vegetation in Easement Areas*.

(1) No trees may be planted within any utility easement as shown on the recorded plats of the various subdivisions of the Village ("Easement Areas"), unless approved by the Village Council as part of a Major Site Plan Review and the owner of the easement. Trees may be planted within access easements. Nothing in this section shall be construed to prohibit the planting of low-growth Landscaping in Easement Areas ("Easement Landscaping"). Easement Landscaping is subject to removal by the Village without notice in the event that the Easement Landscaping impedes access to Easement Areas. The Village shall not be responsible for damage to Easement Landscaping removed.

(2) Prior to planting of low-growth Landscaping in Easement Areas, a Landscaping plan shall be provided to the Village for review to ensure compliance with subsection (f) of this section.

(3) Prior to planting of low-growth Landscaping in Easement Areas, the Owner shall execute a Permission for Removal, Release and Indemnification Agreement, in a form acceptable to the Village, pertaining to low-growth Landscaping in Easement Areas.

* * *

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

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

Section 5. **Conflict.** That all Sections or parts of Sections of the Village Code, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict with this Ordinance are repealed to the extent of such conflict.

Section 6. **Effective Date.** That this Ordinance shall be effective upon adoption on second reading.

PASSED AND ADOPTED on first reading this 19th day of May, 2026.

PASSED AND ADOPTED on 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.

BAL HARBOUR

- VILLAGE -

BUSINESS IMPACT STATEMENT

Proposed Ordinance Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES TO REVISE STANDARDS FOR HEDGES, WALLS, FENCES AND PROJECTIONS INTO SETBACKS, AND TO INCREASE THE MAXIMUM HEIGHT AND REVISE THE MEASUREMENT OF HEIGHT OF WALLS AND FENCES IN THE SINGLE-FAMILY/MULTIPLE-FAMILY RESIDENTIAL AND PRIVATE CLUB DISTRICTS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.
Business Impact Estimate is required and attached.

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

The proposed ordinance amends Chapter 21 of the Village Code to revise regulations applicable to walls, fences, hedges, recreational court fencing, and projections into setbacks within the Village's single-family/multiple-family residential and private club districts. The ordinance updates height standards for fences, walls, stairs and other projections, increases maximum wall and fence heights to six feet and adjusts related architectural feature heights, establishes screening and maintenance requirements for certain vacant lots within the Village's single-family/multiple-family residential and private club districts, and provides additional flexibility for architectural projections and recreational amenities and related fences consistent with the Village's planning and aesthetic objectives.

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

a. **Estimate of Direct Business Compliance Costs:** This ordinance is not expected to have any direct business compliance cost impacts.
b. **New Charges/Fees on Business Impacted:** This ordinance is not expected to have any new charges or fees on businesses.
c. **Estimate of Regulatory Cost:** This ordinance is not expected to have any additional regulatory costs.

The ordinance may impact development-related businesses by revising residential development and design standards but is not expected to have any adverse economic impact.

Good Faith Estimate of Number of Businesses Likely Impacted:

A limited number of businesses engaged in residential development, construction, design, and real estate investment within the Village may be impacted by the ordinance.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE VILLAGE'S 2026 MIAMI-DADE COUNTY LEGISLATIVE PRIORITIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the Village's 2026 Miami-Dade County Legislative Priorities?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village has historically adopted legislative priorities to guide advocacy efforts and support funding opportunities at various levels of government. In October 2025, the Village Council approved an agreement with Groisman LLC to expand the Village's governmental advocacy efforts to include Miami-Dade County and federal initiatives. As part of this effort, Groisman LLC met individually with the Mayor and Village Council members to identify and discuss the Village's top priorities related to Miami-Dade County.

Based on those discussions, the proposed 2026 Miami-Dade County Legislative Priorities include: (1) continued coordination and support for sargassum control and beach raking operations; (2) traffic optimization efforts, including coordination with Miami-Dade County, FDOT, and neighboring municipalities regarding the use of FDOT-approved artificial intelligence applications and other traffic management solutions; and (3) addressing excessive noise and quality-of-life impacts associated with marine activity in and around the Haulover Sandbar area through operational, enforcement, and regulatory solutions.

The proposed legislative priorities are intended to support the Village's ongoing efforts to maintain a beautiful environment, improve traffic operations, and protect the quality of life of residents and visitors.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Assistant Village Manager	Chief Financial Officer	Village Manager
Ramiro Inguanzo	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: May 19, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE VILLAGE'S 2026 MIAMI-DADE COUNTY LEGISLATIVE PRIORITIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

In 2014, the Mayor and Village Council developed and approved a Legislative Priorities list at the state-level for the Village of Bal Harbour for the first time. This list was pursued by the Village's representative, Ron L. Book, during the 2014 Florida Legislative Session. Since that time, the Village has been successful in securing state funding for our capital infrastructure projects. In subsequent years, the Mayor and Village Council have approved a Legislative Priorities list for the Village. In 2017, the Village Council streamlined the Village Priorities to focus on receiving grants and funding for the Village's Capital Improvement Program.

At the October 28, 2025, Village Council meeting, the Council approved an agreement with Groisman, LLC to focus on additional government levels, including the Federal and County governments. Groisman LLC provides the Village with direct access to decision-makers, helps secure critical funding and legislative support at the county, state and federal levels. Specifically, the areas that Groisman LLC was asked to focus on include issues and efforts related to ongoing beach renourishment, transportation, environmental and the securing of grant allocations and funding. As has been done at the state-level, Groisman LLC was asked to meet with the Mayor and Council to identify legislative priorities to focus on with Miami-Dade County.

ANALYSIS

Groisman LLC met individually with the Mayor and Council throughout the month of April 2026 to discuss with each of you what the Village's legislative priorities should be as they related to issues with Miami-Dade County. Below are the top three priorities that emerged as a result of Groisman LLC's meetings:

Sargassum Control / Beach Raking
Advocate for continued and increased coordination and support regarding beach maintenance and raking operations to ensure the cleanliness, usability, environmental stewardship, and overall quality of the Village's shoreline for residents and visitors, including but not limited to sargassum cleanup and control.

Traffic Optimization Efforts
Support efforts to improve traffic flow and optimization throughout and surrounding Bal Harbour Village, including exploring use of Florida Department of Transportation (FDOT) approved Artificial Intelligence (AI) applications, including the coordination with Miami-Dade County, FDOT, and neighboring municipalities regarding the same.

Noise in Haulover Sandbar
Engage with Miami-Dade County and applicable law enforcement and regulatory agencies regarding excessive noise and quality-of-life impacts associated with marine activity in and around the Haulover Sandbar area, including enforcement, operational, and regulatory solutions intended to protect nearby residential communities.

THE BAL HARBOUR EXPERIENCE

Potential funding and assistance from Miami-Dade County may assist with projects which contribute to the *Bal Harbour Experience*, specifically in helping with the development and maintenance of well-designed and modernized public facilities and infrastructure and maintaining a beautiful environment in Bal Harbour Village.

CONCLUSION

The May 19, 2026 Council meeting will serve as an opportunity for the Mayor and Council to discuss the legislative priorities for the 2026 legislative year as they relate to Miami-Dade County. The Administration recommends that after this discussion, the Mayor and Council approve the Legislative Priorities for 2026 and direct Groisman LLC to focus on these priorities on the Village's behalf with Miami-Dade County.

RESOLUTION NO. 2026 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE VILLAGE'S 2026 MIAMI-DADE COUNTY LEGISLATIVE PRIORITIES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council has historically identified legislative priorities to support advocacy efforts and funding opportunities for projects and initiatives benefiting Bal Harbour Village; and

WHEREAS, in October 2025, the Village Council approved an agreement with Groisman LLC to expand the Village's governmental advocacy efforts to include Miami-Dade County and federal initiatives; and

WHEREAS, Groisman LLC met individually with the Mayor and Village Council members to discuss and identify the Village's legislative priorities related to Miami-Dade County; and

WHEREAS, the proposed 2026 Miami-Dade County Legislative Priorities include advocacy efforts related to sargassum control and beach raking operations, traffic optimization efforts, and addressing excessive noise and quality-of-life impacts associated with marine activity in and around the Haulover Sandbar area; and

WHEREAS, the Village Council finds that approving the Village's 2026 Miami-Dade County Legislative Priorities is in the best interests of the Village and its residents.

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

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

Section 2. Approval of Legislative Priorities. That the Village Council hereby approves the Village's 2026 Miami-Dade County Legislative Priorities.

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

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

PASSED AND ADOPTED this 19th day of May 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.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED $100,000 FOR A FIFA WORLD CUP 2026 ACTIVATION IN BAL HARBOUR VILLAGE.

Issue:

Should the Council approve a FIFA World Cup 2026 themed activation in Bal Harbour Village?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The FIFA World Cup 2026 will be the largest World Cup in history, with Miami serving as a host city for this global event. In the current FY26 Resort Tax budget, funds in the amount of $100,000 were allocated to ensure that the Village could participate in a World Cup-themed activation, as this major sporting event is expected to draw large number of tourists to our area during the low tourist season. In exploring activations, it was important to consider opportunities that would attract visitors to our hotels and restaurants as a source of revenue for the Village's Resort Tax Fund. The Village was presented with an opportunity to participate in an activation that is in line with the *Bal Harbour Experience* and creates a unique and elegant experience to attract visitors to our destination. The proposed activation is inspired by the work of a multidisciplinary artist known for transforming soccer balls into a medium for storytelling and craftsmanship and is envisioned as a multilayered immersive experience designed to create a highly visual and interactive public engagement opportunity centered around art, soccer, and craftsmanship. The concept includes the installation of two large-scale oversized soccer balls – one at the Bal Harbour Shops and the other at the 96th Street beach entrance. The installation at the Shops would also include an interactive digital component inviting guest participation through custom "drawn" soccer ball designs, and dedicated displays showcasing the creative process and artistic craftsmanship intended to create an engaging and destination-oriented public experience.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

The Resort Tax Committee reviewed the proposed activation at its May 11, 2026 meeting and unanimously recommended the item for Village Council consideration.

Financial Information:

	Amount	Account	Account #
	$100,000	Resort Tax - Sponsorships	10-52-504826

Sign off:

Assistant Village Manager	Chief Financial Officer	Village Manager
Ramiro Inguanzo	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: May 19, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED $100,000 TO HOST A FIFA WORLD CUP 2026 THEMED ACTIVATION IN BAL HARBOUR VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

The Administration recommends that the Village Council approve the proposed activation in Bal Harbour Village to coincide with the FIFA World Cup 2026 games taking place in South Florida during the Summer months of 2026, as hosting an activation of this kind is consistent with the Village's destination objectives.

BACKGROUND

The FIFA World Cup 2026 will be the largest World Cup in history, featuring 48 national teams and 104 matches played across 16 host cities in the U.S., Canada, and Mexico from June 11 to July 19, 2026. The tournament will take place in major stadiums throughout North America, with the U.S. hosting the majority of matches. Cities such as New York/New Jersey, Los Angeles, Dallas, Atlanta, Seattle, Toronto, Mexico City, and Miami will serve as key locations for this global event. Matches in South Florida will be held at Hard Rock Stadium, which FIFA will temporarily call "Miami Stadium" during the competition. Miami was selected because of its international appeal, strong soccer culture, tourism infrastructure, and experience hosting major sporting events. The stadium will host seven matches in total, including four group-stage games, a Round of 32 match, a quarterfinal, and the prestigious third-place playoff match. Some of the confirmed teams to play in Miami include Brazil, Portugal, Colombia, Uruguay, Scotland, and Saudi Arabia.

In the current Fiscal Year (FY) 2026 Resort Tax budget, funds in the amount of $100,000 were allocated to ensure that the Village could participate in a World Cup-themed activation, as the World Cup is a major sporting event drawing a large number of tourists and creates a special opportunity for the Village to capitalize on this occurrence, especially during the low tourist season in the summer months. In exploring possible activations that would be appropriate for Bal Harbour Village, it was important to consider opportunities that would attract visitors to our hotels and/or restaurants as a source of revenue for the Village's Resort Tax Fund.

Bal Harbour Village has been presented with an opportunity to participate in a FIFA World Cup 2026 themed activation that we believe is in line with the *Bal Harbour Experience,* and one that would create a unique and elegant experience to attract visitors to our destination. The timing of this opportunity is especially important as the summer months generally attract less tourism to our area, and consequently to the hotels and restaurants in the Village. With the recent opening of a new restaurant in the Bal Harbour Shops and the expected opening of another new restaurant within the next few weeks, in addition to the existing restaurants in the Village, this activation is expected to help drive visitors to the Village and consequently to the various dining establishments in the Village.

The proposed activation is inspired by the work of a multidisciplinary artist known for transforming soccer balls into a medium for storytelling and craftsmanship. Jon Paul and his *12 Pentagons* studio have received international recognition for innovative handcrafted soccer ball designs and collaborations associated with FIFA, professional football clubs, and other globally recognized sports and lifestyle brands. His work has developed a substantial international following through digital and social media platforms focused on art, craftsmanship, and football culture. His latest concept, the "Badly Drawn Ball," is inspired by imperfect, hand-drawn soccer ball designs submitted from around the world.

The proposed activation is envisioned as a multilayered immersive experience designed to create a highly visual and interactive public engagement opportunity centered around art, soccer, and craftsmanship. The concept includes the installation of two large-scale oversized soccer balls in the Village – one at the Bal Harbour Shops and the other at the 96th Street entrance to the beach. Each ball is approximately 9 feet in height and a circumference of approximately 28 feet.

The installation at the Bal Harbour Shops would be located in the central courtyard and would also include an interactive digital component inviting guest participation through custom "drawn" soccer ball designs, and dedicated displays showcasing Jon Paul's creative process and artistic craftsmanship, all intended to create an engaging and destination-oriented public experience tied to the FIFA World Cup 2026 games and related activity. The installation would be in place beginning on June 10, 2026, in time for the first World Cup games which begin on June 11 and the first game taking place in Miami on June 15. The proposed locations include the courtyard for the ball installation, and the second-floor Sculpture Garden area and the third-floor terrace adjacent to Makoto for interactive components. The proposal also includes Jon Paul hosting an evening session open to our residents as part of our artist series as well as creating a specially designed soccer ball for Bal Harbour Village as a keepsake, and capturing and producing bespoke video content of the full installation and activation, extending reach across digital and social channels.

The installation at the 96th Street beach entrance creates a visual presence on the beach and an attraction for our residents and guests who visit the beach with an opportunity to celebrate the occurrence of the World Cup games taking place in South Florida.

ANALYSIS

The proposed activation positions Bal Harbour at the intersection of art and soccer through a highly visual and interactive concept. The installation is intended to create a visual moment, while the digital and retail components provide opportunities for guest participation and on-site engagement. Village participation would include branding integration, co-promotional visibility with the World Cup games, inclusion in digital and social media content associated with the activation, and participation opportunities tied to programming and destination marketing initiatives surrounding the FIFA World Cup 2026-related activity.

The proposal was prepared by PURPLE PR, the public relations, communications and branding firm retained by the Village to support the Village's 2026 milestone-year initiatives and related destination programming. The proposal identifies 2R Creative as the preferred production vendor for this type of activation.

2R Creative specializes in event production, experiential marketing, and large-scale brand activations, by combining innovative design to produce memorable moments that resonate with diverse audiences. With expertise in high-impact installations and consumer engagement, 2R Creative has the experience to drive visibility, social engagement, and brand affinity for the proposed activation in the Village to commemorate the FIFA World Cup 2026 games taking place in South Florida. If this item is approved, an agreement will be entered with 2R Creative for all aspects of the fabrication, production and installation of the various components required for this activation to take place.

The proposed budget of an amount not to exceed $100,000 is summarized below and includes several components of the installations: (1) Fabrication of two soccer balls; (2) Logistics, activation, production and installation of the soccer balls; (3) Kiosk rental & installation, wrap, materials and products; (4) Interactive digital wall and display; and (5) Lighting materials:

Soccer Ball #1 in BHS (Fabrication of 9' tall replica soccer ball)	$ 25,000
Soccer Ball #2 on Beach (Fabrication of 9' tall replica soccer ball) with weather resistant base	$ 27,500
Interactive Digital Wall & Display (8' x 12' dimensions)	$ 9,000
Turf flooring with custom soccer field design	$ 3,700
Artist Monitor with Full Wrap (4' x 8' dimensions)	$ 7,500
Kiosk Rental & Installation, Wrap, Materials and Products	$ 5,000
Lighting for activation	$ 1,000
Logistics, Activation, Production & Installation (Production Company)	$ 21,300
TOTAL	$100,000

Operational coordination related to the installation, event logistics, public safety, and site management would be conducted in collaboration with 2R Creative, PURPLE PR, and participating production vendors.

THE BAL HARBOUR EXPERIENCE

This activation supports the *Bal Harbour Experience* by reinforcing the Village's identity as a unique, elegant, and globally recognized destination through curated cultural programming tied to one of the world's premier sporting events. The proposed activation combines art, design, luxury retail, and interactive community engagement in a manner consistent with the Village's focus on elevated experiences, destination amenities, and refined placemaking. By creating a visually distinctive and immersive installation that encourages participation from residents and visitors, the activation advances the Village's broader vision of delivering a sophisticated, curated, and memorable experience in Bal Harbour Village.

CONCLUSION

The proposed activation presents an opportunity for Bal Harbour Village to participate in a high-profile cultural and destination-oriented experience tied to one of the world's most significant sporting events. Through a combination of immersive art, interactive digital participation, curated retail engagement, social media storytelling, and destination-oriented public experiences, the activation is intended to further position Bal Harbour Village as a trend-setter in luxury, culture, and experiential programming. The Administration recommends approval of this activation and supporting Resolution.

Attachments:

1. FIFA World Cup 2026 Activation Presentation
2. Agreement with 2R Creative

RESOLUTION NO. 2026-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED $100,000 FOR A FIFA WORLD CUP 2026-THEMED ACTIVATION IN BAL HARBOUR VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE PURPOSES OF THIS RESOLUTION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the FIFA World Cup 2026 will be the largest FIFA World Cup tournament in history, featuring 48 national teams and matches hosted throughout the United States, Canada, and Mexico from June 11 through July 19, 2026; and

WHEREAS, the FIFA World Cup 2026 will bring significant international tourism and related economic activity to South Florida during June and July 2026; and

WHEREAS, the Village Council recognizes the FIFA World Cup 2026 tournament as an opportunity to promote Bal Harbour Village as a premier destination through unique cultural and experiential programming; and

WHEREAS, the Village's Fiscal Year 2025-26 Resort Tax budget includes funding for a FIFA World Cup 2026-themed activation and related destination programming; and

WHEREAS, the proposed activation includes artistic installations, interactive experiences, promotional activities, and related programming intended to attract visitors to Bal Harbour Village and support local businesses; and

WHEREAS, the Village Council finds that approving an expenditure in an amount not to exceed $100,000 from available Resort Tax funds for the FIFA World Cup 2026-themed activation is in the best interest of the Village.

WHEREAS, the proposal was prepared by PURPLE PR, the public relations, communications and branding firm retained by the Village to support the Village's 2026 milestone-year initiatives and related destination programming. The proposal identifies 2R Creative as the preferred production vendor for this type of activation.

WHEREAS, 2R Creative specializes in event production, experiential marketing, and large-scale brand activations, by combining innovative design to produce memorable moments that resonate with diverse audiences. With expertise in high-impact installations and consumer engagement, 2R Creative has the experience to drive visibility, social

engagement, and brand affinity for the proposed activation in the Village to commemorate the FIFA World Cup 2026 games taking place in South Florida.

WHEREAS, If this item is approved, an agreement will be entered with 2R Creative for all aspects of the fabrication, production and installation of the various components required for this activation to take place in Bal Harbour Village.

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

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

Section 2. Activation Authorized. That the FIFA World Cup 2026-themed activation and related programming described herein are hereby authorized and approved.

Section 3. Expenditure Approved. That the expenditure of identified budgeted Resort Tax funds in an amount not to exceed $100,000 for the FIFA World Cup 2026-themed activation is hereby approved, with funding derived from available Fiscal Year 2025-26 Resort Tax funds.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the Agreement with 2R Creative and the purposes of this Resolution.

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

PASSED AND ADOPTED this 19th day of May 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.

Jon Paul & 12 Pentagons
X
Bal Harbour Village

PURPLE P R proposes a creative partnership with **Jon Paul,** a multidisciplinary artist and owner of **12 Pentagons**, known for turning soccer balls into a medium for storytelling and craftsmanship.

His latest concept, the “Badly Drawn Ball,” is inspired by imperfect, hand-drawn designs submitted from around the world. We are proposing to bring this to life through multilayered immersive activation in Bal Harbour Village at the Bal Harbour Shops and on the beach in celebration of the FIFA World Cup 2026 games taking place in South Florida.



THE CONCEPT AT THE BHS





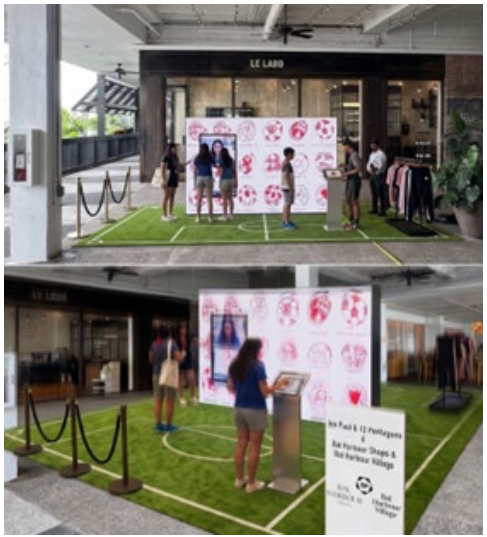


Immersive component: Large-scale oversized soccer ball installed in the central courtyard as a high-impact visual moment, modelled after Jon Paul's latest work “The Badly Drawn Ball.”

THE CONCEPT AT THE BHS



Interactive digital component: The install will invite guests to design their own “badly drawn” soccer ball via iPad, contributing to the ongoing global collection and encouraging participation. A dedicated monitor will showcase Jon Paul’s process and craftsmanship, including footage of him creating the balls.





THE CONCEPT AT THE BHS



Retail and Access Members + Residents Component: Offer ball kits, signed posters, and select products as collectible keepsakes, driving on-site engagement.

Social Media Aspect: Jon Paul will capture and produce bespoke video content of the full installation and activation, extending reach across digital and social channels as well as host an evening cocktail for guests to interact.

THE CONCEPT AT THE BEACH



Placement: 9ft Soccer ball install on the beach at the 96th Street Entrance







Summary:
This activation positions Bal Harbour Village at the intersection of art, sport, and community through a highly visual, interactive concept.

Production company: 2R Creative and PURPLE PR

Professional Services Agreement Between
Bal Harbour Village and 2R Creative for FIFA World Cup 2026 Activation Services

This Professional Services Agreement ("Agreement") is made and entered into as of the _____ day of _____ 2026 (the "Effective Date") between Bal Harbour Village, a Florida municipality (the "Village") and 2R Creative, 16301 NW 15 Avenue, Miami, Florida 33169 (the "Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Contractor specializes in experiential marketing, event production, and large-scale public activations and desires to provide fabrication, production, installation, and related services associated with a FIFA World Cup 2026-themed activation in Bal Harbour Village; and

WHEREAS, the Village has determined that it is in the best interest of the Village to utilize the services of 2R Creative to produce and implement the FIFA World Cup 2026-themed activation and to enter into an agreement for these services.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Village and Contractor hereby agree as follows:

I. **TERM.** The initial term of this Agreement shall commence on the Effective Date and shall remain in effect through July 31, 2026, unless otherwise terminated with or without cause in accordance with the provisions contained herein (the "Term"), for an amount not to exceed One Hundred Thousand Dollars ($100,000).

II. **SERVICES.** Contractor agrees to provide fabrication, production, logistics, installation, activation support, and removal services associated with the Village's FIFA World Cup 2026-themed activation (collectively, the "Services"), including the fabrication and installation of oversized soccer ball installations, interactive digital components, lighting, kiosks, displays, and related activation elements, as more specifically described in Exhibit "A." During this engagement, the Parties may mutually agree to revise the Scope of Services in connection with activation programming, operational coordination, and related event activities.

III. **RELATIONSHIP OF THE PARTIES.** During the term of this Agreement, the relationship of the Parties shall be that of the client and independent Contractor. Village shall not control the means and methods used by Contractor in performing the Services. Contractor shall perform the Services at the request of the Village Manager or his designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between Village and Contractor. Contractor shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of Village or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of Village. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits of the Village, nor any rights generally afforded the Village employees. Contractor further understands that Florida Worker's Compensation benefits available to employees of the Village are not available to

Contractor or to any employee or agent of the Contractor. All employees and sub-contractors of the Contractor shall be considered to be, at all times, the sole employees or contractors of the Contractor, under its sole direction and not an employee, contractor or agent of the Village.

IV. **COMPENSATION.** The Village shall pay Contractor a total fee in an amount not to exceed One Hundred Thousand Dollars ($100,000) for the Services described herein and in Exhibit "A." Payment shall be made in accordance with invoices submitted by Contractor and approved by the Village for Services satisfactorily performed pursuant to this Agreement.

V. **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. This Section 5 shall survive termination of this Agreement.

VI. **TERMINATION.**

a) Termination for Cause. If a Party 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 ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, if the Agreement is terminated for cause by the Village, the Contractor shall be paid for any Services satisfactorily performed up to the date of termination, including any upfront costs that the Contractor may have incurred for the procurement of any and all materials related to the terms of the Agreement.

Contractor shall not be relieved of liability to the Village for damages 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

b) Termination for Convenience of the Village. The Village may also, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time

during the Term or Renewal Term by giving written notice to Contractor of such termination; which shall become effective ten (10) days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Village, Contractor shall be paid for any Services satisfactorily performed up to the date of termination, including any upfront costs that the Contractor may have incurred for the procurement of any and all materials related to the terms of the agreement; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

c) Termination for Insolvency. The Village also reserves the right to terminate the Agreement in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes an assignment for the benefit of creditors. In such event, the rights and obligations of the parties shall be the same as provided for in Section 6(b).

VII. **MISCELLANEOUS.**

a) 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:0

b)

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

Copy to: Susan Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, PL
200 East Broward Blvd. Suite 1900
Fort Lauderdale, FL 33301

To Contractor: 2R Creative
16301 NW 15 Avenue,
Miami, Florida 33169

VIII. **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. Contractor shall make its services available to Village residents without regard to race, color, religion or sex, or as otherwise provided by law.

IX. **Severability.** The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule,

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

X. **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.

XI. **Headings.** The sections headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

XII. **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.

XIII. **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.

XIV. **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.

XV. **Governing Laws.** This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to

trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement or the Services.

XVI. **Entire Agreement**. The Agreement and its exhibits constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both Parties hereto.

XVII. **Indemnification**. To the extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the Village and its directors, officers and employees from and against any liability (including, without limitation, reasonable costs and attorney's fees) incurred by the Village to the extent caused by Contractor's negligent acts, errors or omissions, or the failure, malfunction, installation or removal of the Decorations, including judgments in favor of any third party.

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.

XVIII. **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.

XIX. **Access to Records and Audit Clause.** Contractor agrees to permit the Village to examine all records which are, in any way, related to the Services provided in this Agreement, and grants to the Village the right to audit any books, documents and papers of Contractor that were generated during the course of the administration of this Agreement. Contractor shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes. Upon the Village's request, Contractor shall provide the Village with copies of all public records related to this Agreement, at no cost to the Village.

XX. **Non Discrimination.** Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in, during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XXI. **Contractor's Compliance With Florida Public Records Law.** Pursuant to Section 119.0701 of the Florida Statutes, Contractor agrees to:

A. Keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this agreement. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

B. Upon request from the Village's custodian of public records, Contractor shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Contractor's 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.

XXII. **INSURANCE.** Contractor shall at all times carry comprehensive general liability insurance, comprehensive automobile liability insurance, and workers' compensation insurance (if applicable) with minimum policy limits for each coverage in the amounts specified in the below:

a) Worker's Compensation Coverage must apply for all employees and statutory limits in compliance with the applicable state and federal laws. In addition, the policy must include the following:
   - Employer's Liability with a minimum limit per accident in accordance with statutory requirements; and
   - The policy must be endorsed to provide Village with 30 days' written notice of cancellation and/or restriction.

b) General Liability coverage must include:
   - $2,000,000.00 combined limit per claim; and
   - Contractual coverage applicable to this specific Agreement, including any hold harmless and/or indemnification Agreement.

c) Comprehensive Automobile Liability Coverage must be afforded on a form no more restricted than the latest edition of the Comprehensive Automobile Liability Policy filed by the Insurance Services Office and must include:
   - $2,000,000.00 combined single limit per accident for bodily injury and property damage;
   - Owned Vehicles;
   - Hired and Non-Owned Vehicles;
   - Employee Non-Ownership; and
   - The policy must be endorsed to provide the Village with 30 days' written notice of cancellation and/or restriction.

Contractor shall provide the Village with certificates of insurance evidencing the coverage required herein. All insurance policies shall be issued by companies authorized to do business in the State of Florida and shall have a rating of at least B+:VI or better per Best's Key Rating Guide, latest edition. With the exception of the worker's compensation insurance, Contractor shall provide an endorsement to the policy naming the Village as additional insured and providing that the policy may not be cancelled without thirty days' prior written notice to the Village.

XXIII. SCRUTINIZED COMPANIES LIST. 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 City 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.

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 City 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. 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.

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

XXV. **HUMAN TRAFFICKING.** By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 787 06, Florida Statutes. This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Agreement and must be executed by the Contractor when entering into an agreement with the Village. The Contractor further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall also be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Agreement even if the Contractor was not in violation at the time it submitted its Affidavit.

[SIGNATURE PAGE TO FOLLOW]

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.

CONTRACTOR :
2R Creative
16301 NW 15 Avenue
Miami, FL 33169

By: _____

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

By: _____
Jorge M. Gonzalez, Village Manager

Attest : _____
Dwight S. Danie, Village Clerk

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

By: _____

Village Attorney

EXHIBIT A

SCOPE OF WORK

FIFA World Cup 2026 Activation — Bal Harbour Village

Prepared by: PURPLE PR
Client: Bal Harbour Village
Production: 2R Creative
Budget (NTE): $100,000

PROJECT OVERVIEW

Bal Harbour Village, in partnership with PURPLE PR, artist Jon Paul (12 Pentagons), and production company 2R Creative, will execute a multilayered immersive activation in Bal Harbour Village to coincide with the FIFA World Cup 2026 games hosted in South Florida. The activation is designed to position Bal Harbour at the intersection of art, sport, and community, driving foot traffic, social media engagement, and destination visibility during the summer tourism off-season.

SCOPE OF DELIVERABLES

1. **Large-Scale Ball Installations**
   - Soccer Ball #1: 9-foot oversized replica soccer ball installed in the central courtyard of Bal Harbour Shops, modelled after Jon Paul's 'Badly Drawn Ball' concept.
   - Soccer Ball #2: 9-foot oversized replica soccer ball with weather-resistant base, installed at the 96th Street beach entrance.
   - Both installations to include branded signage (Jon Paul x Bal Harbour Village).

2. **Interactive Digital Component**
   - 8' x 12' interactive digital wall with turf flooring and custom soccer field design installed on the 3rd floor (between Le Labo and Makoto).
   - iPad station enabling guests to design their own 'badly drawn' soccer ball, contributing to Jon Paul's ongoing global collection.
   - 4' x 8' artist monitor with full wrap showcasing Jon Paul's creative process and craftsmanship.

3. **Retail Kiosk — 2nd Floor Sculpture Garden**
   - Branded 12 Pentagons kiosk offering ball kits, signed posters, and select collectible products.
   - Access Members and Village residents component included.

4. **Artist Programming**
   - Jon Paul to host an evening session open to Village residents as part of the artist series.
   - Jon Paul to create a specially designed soccer ball for Bal Harbour Village as a keepsake.

6. **Social Media & Content Production**
   - Jon Paul to capture and produce bespoke video content documenting the full installation and activation.
   - Content to be distributed across Jon Paul's and partners' digital and social media channels.

BUDGET BREAKDOWN

Line Item	Amount
Soccer Ball #1 at Bal Harbour Shops (9' tall replica)	$25,000
Soccer Ball #2 on Beach (9' tall replica, weather-resistant base)	$27,500
Interactive Digital Wall & Display (8' x 12')	$9,000
Turf Flooring with Custom Soccer Field Design	$3,700
Artist Monitor with Full Wrap (4' x 8')	$7,500
Kiosk Rental & Installation, Wrap, Materials & Products	$5,000
Lighting for Activation	$1,000
Logistics, Activation, Production & Installation (2R Creative)	$21,300
TOTAL (Not to Exceed)	**$100,000**

KEY TERMS & RESPONSIBILITIES

Party	Responsibilities
Bal Harbour Village	Budget authorization; site access; operational coordination; public safety and site management.
PURPLE PR	Creative direction; artist liaison; sponsorship coordination; media and communications strategy.
2R Creative	Fabrication, production, logistics, and installation of all physical and digital components.
Jon Paul / 12 Pentagons	Artistic design; interactive programming; artist sessions; social media content production.

BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: May 19, 2026

SUBJECT: **Discussion Regarding Revisiting the Village's Plastics Ordinance**

Please place an item on the May 19, 2026, Village Council Meeting Agenda for a discussion regarding revisiting the Village's plastics ordinance to consider making it more stringent.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk

DATE: May 13, 2026

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
Ian DeMello	Mathew Whitman Lazenby	12/23/25
John Shubin	Mathew Whitman Lazenby	12/23/25
Robert Lincoln	Mathew Whitman Lazenby	12/23/25
Thomas Robertson	Bal Harbour Civic Association	01/13/26
Wesley Hevia	Richard Alman & Robin Alman	01/20/26
Carter McDowell	LK Hotel, LLC	01/20/26
Nicholas Noto	Carlton Terrace Owner	01/20/26
Caroline Travis	Bal Harbour Shops LLC	01/27/26
Ivor Nicholas Massey	Bal Harbour Shops LLC	01/27/26
Benjamin Elias	Bal Harbour Shops LLC	01/27/26
Eitan Zimerman	Bal Harbour Civic Association	04/20/26
Amanda Quirke Hand	Bal Harbour North South Condominum Association, Inc.	04/27/26

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen SLT

DATE: May 19, 2026

RE: Monthly Report of Village Attorney for April 2026 Activities

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

Retainer Services

Within the fixed fee retainer in April 2026 (123), we completed our work for the April Council meeting agenda, attended the meeting, and began to review, advise, and prepare documents for agenda items for the May Council and ARB meetings. We attended the weekly staff meetings and the monthly agenda review and after action meetings.

Specific additional matters included:

- We conducted research concerning beach access easements related to upcoming construction/renourishment.
- We analyzed issues and prepared a form agreement for instructors.
- We conferred with staff and drafted termination letter concerning Tourism Economics breach of contract.
- We conferred with staff concerning FDLE investigation concerning a complaint against an officer.
- We conferred with staff, reviewed and analyzed SAO Human Trafficking Task Force agreement.
- We met with staff and reviewed complaint against former police officer.
- We met with staff and conducted research on mandatory police reports for domestic violence complaints and the application of public records law to such reports.
- We held several conferences, internal and with contractor's counsel, and analyzed issues concerning claim involving FPL subcontractor/Murphy Pipe.
- We communicated with FDOT regarding its conveyance of the Tennis Court Overlay parcel to the Village.
- We continued to review and give advice concerning revisions to HB 1329.

- We worked with planning and building staff extensively on the numerous ordinances revising aspects of Chapter 21 for April and May meetings.
- We met with staff and assisted with pending code enforcement cases and inquiries, including launch of e-bike enforcement and plastics.
- We reviewed opinion of title format and supporting documentation concerning 44 Bal Bay Drive.
- We conferred with staff regarding development agreement for Shops expansion and TCO triggers, and gathered background information to assess current status of obligations.
- We conferred with staff and analyzed request for municipal tax exemption from property appraiser for 9800 Collins Avenue property.
- We prepared for and attended predetermination hearing for Mitchell termination; consulted with PBA attorney re: same, and reviewed correspondence concerning resignation of officer in lieu of termination.
- We conferred with staff and reviewed Freebee endorsement guidelines and policies.
- We conducted research concerning a beach easement related to potential improvements to the beach paths.
- We analyzed issues for stormwater assessment.

Additional Services

For the Security/Landscape Assessment matter, we had several meetings with staff, and reviewed and revised multiple drafts of the Milestone agreement to reflect additional input.

For Zyscovich Architects matter, we conferred with client concerning settlement strategy, addressed the water intrusion issue, held discussions regarding lifting the stay, transferring the case, finalized a joint motion and agreed order on motion to lift stay, and updated client with case recommendations for next steps.

For the Bal Harbour Shops (Live Local Act) matter, we held a shade session; reviewed the Attorney General filing; had several conferences and correspondence re litigation strategy and lifting of stays; and prepared for and attended special Council meeting for purposes of settlement.

For Investigation of Employee matter, we held strategy sessions; interviewed numerous witnesses; reviewed findings and recommendations with management; and drafted a tentative report of the investigation.