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 Juan D. Garcia
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Regular Meeting Agenda
November 17, 2026
At 6:30 PM

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

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

BHV Who We Are, Vision, Mission, Values / The Bal Harbour Experience
The Bal Harbour Experience.pdf

CALL TO ORDER/ PLEDGE OF ALLEGIANCE

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

PA1 Proclamation Recognizing Veterans Day

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Approval of Minutes - Bal Harbour Village Regular Council Meeting Minutes - October 28, 2026.
VillageCouncil-RegularCouncilMeetingMinutes_October28_2026.pdf

C6B Approval of Minutes - Bal Harbour Village Council Workshop Meeting Minutes - October 28, 2026.
VillageCouncil-WorkshopMeetingMinutes_October28_2026.pdf

C7 – RESOLUTIONS

C7A Resolution Ratifying Unity of Title for 10275 Collins Avenue, Units 1527 and 1528
A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY TONY FOGLIANO & LISA MANSOUR TO COMBINE UNITS 1527 AND 1528

LOCATED IN THE OCEAN FRONT DISTRICT AT 10275 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Item Summary - Unity of Title for 10275 Collins Avenue Units 1527 & 1528 ADA.pdf
Memorandum - Unity of Title for 10275 Collins Avenue Units 1527 & 1528 ADA.pdf
Resolution - Unity of Title for 10275 Collins Avenue Units 1527 & 1528 ADA.pdf
Attachment - UOT 10275 Collins Ave 1527 1528 ADA.pdf
Attachment - 10275 collins ave 1527 Property Appraiser ADA.pdf
Attachment - 10275 collins ave 1528 Property Appraiser ADA.pdf
Attachment - HOA Letter 10275 Collins Ave 1527 1528 UOT ADA.pdf

C7B Resolution Approving 2027 Fleurs de Villes Sponsorship

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN EXPENDITURE IN THE AMOUNT NOT TO EXCEED $40,000 TO FUND THE 2027 FLEURS DE VILLES GLOBAL EXHIBITION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Sponsor 2027 Fleurs de Villes Exhibition ADA.pdf
Memorandum - Sponsor 2027 Fleurs de Villes Exhibition ADA.pdf
Resolution - Sponsor 2027 Fleurs de Villes Exhibition ADA.pdf
Attachment - Fleurs de Villes Exhibition Proposal 2027 ADA.pdf
Attachment - Agreement Fleurs de Villes Exhibition ADA.pdf

C7C Resolution Accepting FIND Grant for ADA Floating Dock Expansion

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ACCEPTING A FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM GRANT AWARD FOR THE PUBLIC WATERWAY ACCESS AND ADA FLOATING DOCK EXPANSION - PHASE I DESIGN PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND DOLLARS ($70,000); APPROVING AND AUTHORIZING EXECUTION OF PROJECT AGREEMENT NO. DA-BHV-26-331; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - FIND Grant Acceptance - ADA Floating Dock Expansion ADA.pdf
Memorandum - FIND Grant Acceptance - ADA Floating Dock Expansion ADA.pdf
Resolution - FIND Grant Acceptance - ADA Floating Dock Expansion ADA.pdf
Attachment - FIND Project Agreement No. DA-BHV-26-331 ADA.pdf

C7D Ratifying Catering Services Agreement for the Village's 80th Anniversary Celebration

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE AGREEMENT WITH ELEGANT KOSHER CATERING FOR CATERING SERVICES PROVIDED FOR THE VILLAGE'S 80TH ANNIVERSARY CELEBRATION IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS ($30,000); AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Item Summary - Catering Services for 80th Anniversary Celebration ADA.pdf
Memorandum - Catering Services for 80th Anniversary Celebration ADA.pdf

Resolution - Catering Services for 80th Anniversary Celebration ADA.pdf
Attachment - Exhibit A - Base Contract & Addon 110126 ADA.pdf

R5 – ORDINANCES

R5A Ordinance Amending Architectural Review Board Review Requirements (Second Reading)
AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES TO FURTHER 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 - ARB Procedures Amendment ADA.pdf
Memorandum - ARB Procedures Amendment ADA.pdf
Ordinance - ARB Procedures Amendment ADA.pdf
Business Impact Statement - ARB Procedures Amendment ADA.pdf

R5B Ordinance Amending Flood Damage Prevention Regulations (First Reading)
AN ORDINANCE BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 8.5 "FLOOD DAMAGE PREVENTION," OF THE VILLAGE'S CODE OF ORDINANCES; REVISING THE EFFECTIVE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; REVISING DEFINITIONS RELATING TO FLOODPLAIN MANAGEMENT; AMENDING REGULATIONS GOVERNING MANUFACTURED HOMES TO ADDRESS CHANGES IN STATE LAW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.
Item Summary - Flood Damage Prevention ADA.pdf
Memorandum - Flood Damage Prevention ADA.pdf
Ordinance - Flood Damage Prevention ADA.pdf
Business Impact Statement - Flood Damage Prevention ADA.pdf
Attachment - FEMA Final Flood Hazard Determination Letter ADA.pdf
Attachment - Ordinance 2020-627 Flood Damage Prevention ADA.pdf

BUDGET HEARING

R7 - BUDGET RESOLUTIONS

R7A Resolution Adopting Final Millage Rate
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Adopting Millage Rate - 2027- Corrected Adv ADA.pdf
Memorandum - Adopting Millage Rate - 2027- Corrected Adv ADA.pdf
Resolution - Adopting Millage Rate - 2027- Corrected Adv ADA.pdf
Attachment - Exhibit A - Florida Dept of Revenue - Truth in Millage Violations Letter ADA.pdf

R7B Resolution Approving & Adopting Final Operating Budget
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2026-27; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - FY 2026-27 Final Operating and Capital Budget-Correction ADA.pdf
Memorandum - FY 2026-27 Final Operating and Capital Budget-Correction ADA.pdf
Resolution - FY 2026-27 Final Operating and Capital Budget-Correction ADA.pdf
Attachment - Appendix A - FY 2026-27 Proposed Operating and Capital Budget ADA.pdf
Attachment - Appendix B - Florida Dept of Revenue - Truth in Millage Violations Letter ADA.pdf

REGULAR COUNCIL MEETING AGENDA

R7 – REGULAR COUNCIL MEETING RESOLUTIONS

R7C Resolution Establishing Stormwater Assessment Rates
A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING STORMWATER MANAGEMENT COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR, FLORIDA; DETERMINING THE COST OF STORMWATER MANAGEMENT AND THE INITIAL STORMWATER MANAGEMENT ASSESSMENTS; PROVIDING FOR A MAXIMUM RATE; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR THE COLLECTION OF THE STORMWATER MANAGEMENT ASSESSMENTS BY THE VILLAGE OF BAL HARBOUR BY DIRECT BILLING OF THE ASSESSED PROPERTIES AND PROVIDING AN EFFECTIVE DATE.
Item Summary - Establishing Stormwater Assessment Rates ADA.pdf
Memorandum - Establishing Stormwater Assessment Rates ADA.pdf
Resolution - Establishing Stormwater Assessment Rates ADA.pdf
Attachment - Final Technical Memo 2025.pdf

R7D Resolution Authorizing Performance Bonuses for Village Employees
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Performance Bonus 2026 ADA.pdf
Memorandum - Performance Bonus 2026 ADA.pdf
Resolution - Performance Bonus 2026 ADA.pdf

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item - Establishing 2027 Council Meeting Dates - Village Manager Jorge M. Gonzalez
Establishing 2027 Council Meeting Dates - Village Manager Jorge M. Gonzalez ADA.pdf

R9B PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R12 - VILLAGE ATTORNEY REPORT

R12A Village Attorney Report
October 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.

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 Juan D. Garcia
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Regular Meeting Minutes
October 28, 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 the Village's website (www.balharbourfl.gov) and members of the public were encouraged to participate by calling 305-865-6449 or by emailing meetings@balharbourfl.gov before and during the meeting.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE – Mayor Salver called the meeting to order at 6:32 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
Juan D. Garcia, Village Clerk
Susan Trevarthen, Village Attorney
Ramiro Inguanzo, Assistant Village Manager

Mayor Salver noted that the Pledge of Allegiance had been recited at an earlier meeting.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

There were no requests for additions, withdrawals or deferrals.

PRESENTATIONS AND AWARDS

PA1 Proclamation Recognizing Breast Cancer Awareness Month

Mayor Salver presented a proclamation recognizing Breast Cancer Awareness Month and acknowledged the impact of breast cancer on the Bal Harbour community and beyond.

PA2 Proclamation Recognizing October 7 as a Day of Remembrance

Mayor Salver presented a proclamation recognizing October 7, 2026, as a Day of Remembrance in Bal Harbour. He acknowledged that the community had paused earlier in the month to remember the events of October 7, 2023, and the impact those events had on many members of the community. He stated that, although the Council meeting was taking place later in October, he wanted to formally recognize the day at the meeting.

PA3 Recognition of Juan Roca as Part of the Village's 80th Anniversary "Portraits of Bal Harbour"

Mayor Salver recognized longtime resident Juan Roca as part of the Village's "Portraits of Bal Harbour" series. He spoke about the philanthropic work of Mr. Roca and his wife, Ofelia, including their support for the arts, health care and law enforcement, and their assistance to individuals and families in the community. The Council presented the recognition, and Mr. Roca thanked the Council.

PA4 Government Relations and Legislative Affairs Update by Groisman, LLC

Gabriel Groisman reported on Miami-Dade County's efforts to seek greater flexibility from the Florida Department of Environmental Protection to designate areas where sargassum may be removed. He said he would coordinate with the County's legislative team on the issue. The Council and staff also discussed potential local review of state licensing applications for food boats in response to noise and other concerns about boating activity on the bay.

Mayor Salver raised the possibility of using AI traffic signal synchronization along A1A to improve traffic flow. Mr. Groisman recommended developing a specific proposal and coordinating with neighboring municipalities before seeking County or State support. He identified NoTraffic as a company providing this technology. Mr. Gonzalez expressed interest in meeting with the company to learn more about its services. The Council discussed coordination with Surfside and Sunny Isles Beach, recognizing that synchronization would require participation beyond the Village's boundaries.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Approval of Minutes - Bal Harbour Village Council First Budget Hearing Minutes - September 8, 2026.

C6B Approval of Minutes - Bal Harbour Village Council Second Budget Hearing and Regular Council Meeting Minutes - September 15, 2026.

C7 – CONSENT AGENDA RESOLUTIONS

C7A Resolution Approving Law Enforcement Trust Fund Contributions

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE DONATION OF $5,000.00 OF LAW ENFORCEMENT TRUST FUNDS TO THE ROTARY CLUB OF BAL HARBOUR; AUTHORIZING AND APPROVING THE DONATION OF $2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO "DO THE RIGHT THING OF MIAMI, INC."; AUTHORIZING AND APPROVING THE DONATION OF $2,500.00 OF LAW ENFORCEMENT TRUST FUNDS TO FATHERS M.I.A., INC; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR EFFECTIVE DATE.

C7B Resolution Ratifying Event Logistics for the Village's 80th Anniversary Celebration

RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING AN AGREEMENT WITH BEACHSIDE EVENTS FOR EVENT PRODUCTION SERVICES FOR THE VILLAGE'S 80TH ANNIVERSARY CELEBRATION IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND EIGHT HUNDRED NINETY DOLLARS ($49,890); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

C7C Resolution Approving School Resource Officer Funding Agreement for Ruth K. Broad K-8 Center

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING FUNDING FOR A SECOND SCHOOL RESOURCE OFFICER AT RUTH K. BROAD K-8 CENTER FOR THE 2026-2027 SCHOOL YEAR IN AN AMOUNT NOT TO EXCEED $21,642.33; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

R5 – ORDINANCES

R5A Ordinance Amending ARB Review Requirements (First Reading)

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

The Council considered an ordinance amending Chapter 2 of the Village Code to modify the procedures and regulations applicable to the Architectural Review Board (ARB). Mr.

Gonzalez explained that the ordinance would revise the review requirements for multifamily properties on both sides of Collins Avenue based on visibility from Collins Avenue and from the rear of the properties. The Council discussed whether the ordinance should also address visibility from 96th Street, 102nd Street and the Cutwalk. Mr. Gonzalez indicated that the language could be reviewed before second reading. The Council also discussed alterations visible from neighboring residences, including elevated pool decks.

Patricia Cohen, 10275 Collins Avenue, asked how the ordinance would apply when landscaping concealed improvements that could become visible if the landscaping were removed. Babak Raheb, 128 Balfour Drive, asked that the Village consider views from 96th Street and the residential district and raised concerns about the amount of code enforcement fines. Staff explained that landscaping would be treated as a temporary obstruction and would not exempt otherwise visible work from ARB review. Mr. Gonzalez also clarified that the ordinance would leave the existing review process for the Bal Harbour Shops in place.

MOTION: A Motion to approve the first reading of the Ordinance was moved by Vice Mayor David Wolf and seconded by Mayor Seth Salver. The vote was as follows:

ROLL CALL	VOTE
Vice Mayor Wolf	**YES**
Councilman Freimark	**YES**
Councilman Sklar	**NO**
Councilman Levy	**NO**
Mayor Salver	**YES**

VOTE: The Motion passed by roll call vote (3-2).

R7 – RESOLUTIONS

R7A Resolution Approving APT Construction Services Agreement for BHCA General Contractor Services

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE RECOMMENDATION OF THE EVALUATION COMMITTEE FOR REQUEST FOR QUALIFICATIONS NO. 2026-02, GENERAL CONTRACTOR SERVICES; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH APT CONSTRUCTION SERVICES, INC. ON BEHALF OF THE BAL HARBOUR CIVIC ASSOCIATION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND WORK AUTHORIZATIONS THEREUNDER; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez presented the item. Assistant Village Manager Ramiro Inguanzo reported that the Village received one response to the request for qualifications for general

contractor services in the gated community. He added that the evaluation committee found APT Construction Services, Inc., qualified and recommended approval of the agreement on behalf of the Bal Harbour Civic Association. The Association's property manager Ana Chaverria explained that the agreement was intended to help the Association complete routine maintenance and repairs more promptly.

Babak Raheb, 128 Balfour Drive, opposed the agreement, questioned the Association's authority and the use of assessments for the work.

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).

R7B Resolution Approving the Renewal of the Groisman, LLC Government Relations and Strategic Consulting Agreement
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT WITH GROISMAN, LLC FOR GOVERNMENT RELATIONS AND STRATEGIC CONSULTING SERVICES AT A MONTHLY COST OF $8,333 FOR AN INITIAL ONE-YEAR TERM COMMENCING OCTOBER 1, 2026 AND ENDING SEPTEMBER 30, 2027, WITH TWO ADDITIONAL OPTIONAL ONE-YEAR RENEWAL TERMS AT THE SOLE DISCRETION OF THE VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT AND TO EXERCISE THE OPTIONAL RENEWALS ON BEHALF OF THE VILLAGE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez presented the proposed renewal of the agreement with Groisman, LLC, at $8,333 per month for the term beginning October 1, 2026, and ending September 30, 2027. Mr. Gonzalez noted that the agreement included two optional one-year renewals at the Village's discretion.

Mayor Salver discussed automatic renewal provisions for the agreement. Councilman Sklar discussed the scope of the Village's lobbying services and whether to review the Village's other lobbying agreement at a future meeting. Vice Mayor Wolf requested that the agreement with Ron Book be brought back for Council review. Mayor Salver also requested a review of the Village's automatically renewing agreements. The Council considered the Groisman agreement as presented. There were no public comments on the item.

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

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

R7C Resolution Approving Waiver of Plat for 44 Bal Bay Drive
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING A WAIVER OF PLAT APPLICATION SUBMITTED BY RICHARD B. ALMAN AND ROBIN Z. ALMAN FOR PROPERTY LOCATED AT 44 BAL BAY DRIVE, CONSISTING OF LOTS 5 AND 6, BLOCK 1, OF THE RESIDENTIAL SECTION OF BAL HARBOUR, TO CREATE THREE SINGLE-FAMILY RESIDENTIAL LOTS; PROVIDING FOR CONDITIONS OF APPROVAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Michael Miller of Michael Miller Planning Associates presented the application of Richard B. Alman and Robin Z. Alman to reconfigure Lots 5 and 6, Block 1, of the Residential Section of Bal Harbour into three single-family residential lots. Mr. Miller stated that the proposed lots met the Village's lot width and area requirements and that the application would proceed to Miami-Dade County after Village approval.

Babak Raheb, 128 Balfour Drive, asked about the area and frontage of the proposed lots. Mr. Gonzalez responded that each proposed lot met the minimum lot area of 15,000 square feet and minimum street frontage of 70 feet. Mayor Salver asked if once the platting process is complete, will the tax rolls show three separate parcels? In response to a question from Mayor Salver, Mr. Gonzalez stated that the tax rolls would reflect three separate parcels after the platting process was completed.

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

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

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Regarding School Holiday Activities at Waterfront Park - Councilman Alejandro Levy

R9B Discussion Regarding an Old-Fashioned Ice Cream Truck Community Program - Councilman Alejandro Levy.

The Council discussed Items R9A and R9B together. Councilman Levy proposed offering supervised activities at Waterfront Park on days when schools are closed and parents are working. He suggested extending participation to the children of Village employees. He also proposed periodic ice cream truck visits to bring children and families together.

The Council discussed the use of Waterfront Park, program costs, staffing and possible locations for the ice cream truck. Mr. Gonzalez asked Recreation, Arts & Culture Director

Sylvia Flores to develop the school holiday proposal and return with recommendations on the ice cream truck program. No formal action was taken.

R9C Discussion Regarding the Condition of the Cutwalk and Ritz-Carlton Frontage Road - Councilman Buzzy Sklar.

Councilman Sklar raised concerns about the condition of the Cutwalk and Ritz-Carlton Frontage Road, including sand and debris, damaged sod and displaced barriers. He thanked Public Works Director Julio Magrisso for meeting with him at the site. He asked that the area receive regular maintenance while the jetty improvements were pending and suggested using the Village's street sweeper. Mr. Gonzalez reported that Public Works and the Police Department had visited the area and had addressed maintenance and construction-related concerns with the parties involved.

Councilman Sklar raised concerns about discrepancies between the Village's resort tax reports. Mr. Gonzalez stated that the aggregate revenue total was correct and that the itemization needed to be revised. He indicated that the two reports would be combined into one report.

R9D PUBLIC COMMENT

Babak Raheb, 128 Balfour Drive, questioned the Bal Harbour Civic Association's membership and quorum requirements, the basis for assessing properties whose owners were not members, and changes to the Association's bylaws. He requested copies of the original bylaws and subsequent amendments.

Patricia Cohen, 10275 Collins Avenue, asked how local review of food boat licensing could address boating activity and noise and how traffic signal synchronization could improve traffic flow. She also raised concerns about tree removal on Bal Bay Drive, asked the Council to consider tree protection measures used by other municipalities, and commented on rooftop visibility and the proposed children's activities.

Mayor Salver and Mr. Gonzalez responded to the questions about traffic signal synchronization. Mr. Gonzalez discussed how local participation in food boat licensing could help address nuisance activity. Councilman Sklar explained that local review of licensing applications could provide greater control over boating activity in the area. Mr. Gonzalez also clarified that the trees discussed during public comment had been removed illegally and that citations had been issued.

R10 - VILLAGE MANAGER'S REPORT

Mr. Gonzalez stated that he had no official report. At Mayor Salver's request, Ms. Flores announced that the Village's 80th Anniversary Celebration would take place on November 1, 2026, from 6:00 P.M. to 9:00 P.M. at Waterfront Park. She also announced that the Founders' Circle rededication would take place on November 5, 2026, at 6:30 P.M. The ceremony would include the unveiling of the renovated monument, the addition of Rabbi

Lipskar's name and the placement of a time capsule to be opened at the Village's centennial.

R11 - VILLAGE CLERK'S REPORT

Mr. Garcia stated that he had no official report at this time, but reminded those present that Election Day was November 3, 2026, and that early voting was available through Sunday, November 1, from 7:00 A.M. to 7:00 P.M. He identified North Shore Branch Library as the closest early voting site.

R12 - VILLAGE ATTORNEY'S REPORT

R12A Village Attorney Report

Ms. Trevarthen referred the Council to the written report included in the agenda packet. Village Manager Gonzalez reminded the Council that the Induction Meeting was scheduled for November 16, 2026, at 10:00 A.M. and that the next Regular Council Meeting was scheduled for November 17, 2026.

END OF REGULAR AGENDA- The meeting was adjourned at 8:06 P.M.

_____
Mayor Seth E. Salver

Attest:

_____
Juan D. Garcia, 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 Juan D. Garcia
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Workshop Meeting Minutes
October 28, 2026
At 5:00 P.M.

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 the Village's website (www.balharbourfl.gov) and members of the public were encouraged to participate by calling 305-865-6449 or by emailing meetings@balharbourfl.gov before and during the meeting.

CALL TO ORDER/ PLEDGE OF ALLEGIANCE – Mayor Salver called the meeting to order at 5:00 P.M.

The following were present:
Mayor Seth E. Salver
Vice Mayor David Wolf
Councilman Jeffrey P. Freimark
Councilman Buzzy Sklar
Councilman Alejandro Levy

Also present:
Jorge M. Gonzalez, Village Manager
Juan D. Garcia, Village Clerk

The Pledge of Allegiance was led by Mayor Seth Salver.

DISCUSSION: Appointment of Mayor and Vice Mayor

Mayor Salver opened the discussion by expressing his gratitude for the opportunity to serve as Mayor alongside his fellow Council members. He said that he had discussed the transition with Vice Mayor Wolf and supported Vice Mayor Wolf succeeding him as Mayor in November 2027.

Vice Mayor Wolf accepted the proposal to serve as Mayor and spoke about Mayor Salver's leadership. Councilman Sklar expressed interest in serving as Vice Mayor. As the discussion continued, Councilman Freimark also expressed interest in serving as Vice Mayor.

Following discussion, the Village Council reached consensus that Mayor Seth E. Salver and Vice Mayor David Wolf would serve one additional term in their current roles. That term would end at the November 2027 Regular Village Council Meeting. At that meeting, David Wolf would begin serving as Mayor and Jeffrey P. Freimark would begin serving as Vice Mayor for the 2027–2028 term.

ADJOURNMENT - The meeting was adjourned at 5:29 P.M.

_____
Mayor Seth E. Salver

Attest:

_____
Juan D. Garcia, Village Clerk

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY TONY FOGLIANO & LISA MANSOUR TO COMBINE UNITS 1527 AND 1528 LOCATED IN THE OCEAN FRONT DISTRICT AT 10275 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Issue:

Should the Council ratify the Building Official's approval of the Unity of Title for 10275 Collins Ave 1527 & 1528 by approving this Resolution?

The Bal Harbour Experience:

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure

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

☒ Other: Unity of Title

Item Summary / Recommendation:

Tony Fogliano and Lisa Mansour (the "Owners") own the real properties located at 10275 Collins Avenue, Units 1527 and 1528 (the "Property"), in the Ocean Front District. On September 19, 2026, the Owners advised the Village of their desire to combine the two units into one. This Resolution ratifies the Building Official's approval of the Unity of Title submitted.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

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

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 17, 2026

SUBJECT: **A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY TONY FOGLIANO & LISA MANSOUR TO COMBINE UNITS 1527 AND 1528 LOCATED IN THE OCEAN FRONT DISTRICT AT 10275 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

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

BACKGROUND

Tony Fogliano and Lisa Mansour (the "Owners") own the real properties located at 10275 Collins Avenue, Units 1527 and 1528 (the "Property"), in the Ocean Front District. On September 19, 2026, the Owners advised the Village of their desire to combine the two units into one.

ANALYSIS

Currently, the Property is legally described as the following:

UNIT 1
Folio No. 12-2226-043-3450
HARBOUR HOUSE CONDO
UNIT 1527
UNDIV 0.2000%
INT IN COMMON ELEMENTS
OFF REC 25512-0154

UNIT 2
Folio No. 12-2226-043-3580
HARBOUR HOUSE CONDO
UNIT 1528
UNDIV 0.2000%
INT IN COMMON ELEMENTS
OFF REC 25512-0154

Also known as 10275 Collins Ave, Unit 1527, Bal Harbour, FL 33154, Miami-Dade County, Florida ("Unit 1") and 10275 Collins Ave, Unit 1528, Bal Harbour, FL 33154, Miami-Dade County, Florida ("Unit 2").

THE BAL HARBOUR EXPERIENCE

This item falls under the category "Other: Unity of Title" for the combination of Units 1527 and 1528 at 10275 Collins Avenue.

CONCLUSION

The Administration recommends adoption of the resolution ratifying the Building Official's approval of the Unity of Title for the combination of Units 1527 and 1528 into a single unit, as described above.

Attachments:

1. Unity of Title for 10275 Collins Ave, 1527 & 1528
2. Property Appraiser's Summary Report 10275 Collins Ave 1527
3. Property Appraiser's Summary Report 10275 Collins Ave 1528
4. Harbour House Condominium Association Letter

RESOLUTION NO. 2026_____

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA RATIFYING THE BUILDING OFFICIAL'S APPROVAL OF THE UNITY OF TITLE SUBMITTED BY TONY FOGLIANO & LISA MANSOUR TO COMBINE UNITS 1527 AND 1528 LOCATED IN THE OCEAN FRONT DISTRICT AT 10275 COLLINS AVENUE INTO ONE UNIT; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE

WHEREAS, Tony Fogliano and Lisa Mansour (the "Owners") seek to combine two units, 1527 and 1528, located at 10275 Collins Avenue (the "Property"), in the Ocean Front District into one unit; and

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

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

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

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

Section 2. Ratification of Unity of Title. That the application to create one unit from Units 1527 and 1528 located at 10275 Collins Avenue, as described in the Unity of Title, is hereby ratified.

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

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

PASSED AND ADOPTED this 17th day of November, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

This instrument prepared by and
after recording return to:

Tony Fogliano
10275 Collins Avenue, Units 1527 & 1528
Bal Harbour, FL 33154

Folio Number(s): 12-2226-043-3580 (Unit 1528); Unit 1527: 12-2226-043-3450

UNITY OF TITLE

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

Condominium Units 1527 and 1528, HARBOUR HOUSE CONDOMINIUM, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 25512, Page 154, of the Public Records of Miami-Dade County, Florida, together with common elements.

Street address: 10275 Collins Avenue, Units 1527 & 1528, Bal Harbour, FL 33154

In consideration of the issuance of a building permit by Bal Harbour Village ("**Village**") for the construction of a interior renovation combining Units 1527 & 1528 on the Property, Owner hereby agrees to restrict the use of the Property in the following manner:

1. **Property as One Parcel.** The Property shall be considered as one parcel of land. No portion of the Property shall be encumbered, mortgaged, sold, transferred, divided, conveyed, devised or assigned, except in its entirety as one parcel of land.

2. **Use of Property.** The Property shall only be used for residential purposes. The only construction which may be permitted on the Property is that of a residential condominium dwelling unit (combined Units 1527 & 1528)

3. **Covenant Running with the Land.** This Unity of Title is a covenant running with the land and shall remain in full force and effect and be binding upon the Owner, and its heirs, successors, and assigns until such time as this Unity of Title is modified or released in the manner provided herein.

4. **Term.** This Unity of Title shall run with the land and shall be binding on all parties and all persons claiming under it for a period of 30 years from the date this Unity of Title is

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

5. **Modification, Amendment, Release**. This Unity of Title may only be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the then-owner(s) of the Property, with joinders by all mortgagees, if any, and by the Director of the Bal Harbour Village Building Department or his or her successor or designee.

6. **Enforcement**. Enforcement of this Unity of Title shall be by action against any parties or person violating, or attempting to violate, any of the covenants set forth herein. The prevailing party in any action or suit pertaining to or arising out of this Unity of Title shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable attorneys' fees. This enforcement provision shall be in addition to any other remedies available at law or in equity.

7. **Authorization for Village to Withhold Permits and Inspections**. In the event the terms of this Unity of Title are not being complied with, in addition to any other remedies available, the Village is hereby authorized to withhold any further permits, and to refuse to make any inspections or grant any approvals, until such time as this Unity of Title is complied with.

8. **Recording**. Owner shall promptly record this Unity of Title in the Public Records of Miami-Dade County, Florida at the Owner's expense, and shall provide a copy of the recorded instrument to the Village within 10 days after recording.

SIGNATURE BLOCKS ON FOLLOWING PAGES

This Unity of Title has been executed by the Owner on _____.

Witnesses (2 required):

Signature: _____

Print name: FERNANDO CASTRO.

Signature: _____

Print name: Terra G. Fernando

OWNER:

_____

Address: 10275 COLLINS AVE. UNITS 1527-1528
BAL HARBOUR, FLORIDA 33154

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on July 23, 2026,
by Tony TOSCIANO
who (check one) [ ] is personally known to me or [✓] has produced New York Lic # 330931183 as identification.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires:

Print Name: ELVIRA LOPEZ

ELVIRA LOPEZ
Commission # HH 769794
Expires March 21, 2030

JOINDER BY MORTGAGEE

_____, a _____ corporation and Mortgagee under that certain mortgage from _____ _____ dated _____ and recorded in Official Records Book _____, Page _____, of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing Unity of Title, does hereby acknowledge that the terms of this Unity of Title are and shall be binding upon the undersigned Mortgagee and its successors in title.

Witnesses (2 required):

Signature:_____

Print name:_____

Signature:_____

Print name:_____

Mortgagee:

By: _____

Print name:_____

Title: _____

Date: _____

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on _____, by _____, as _____, of _____, on behalf of the _____. He or she (check one) [ ] is personally known to me or [ ] has produced _____ as identification.

_____
NOTARY PUBLIC, State of Florida

My Commission Expires:

Print Name:_____

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 10/27/2026

PROPERTY INFORMATION

Folio	12-2226-043-3450
Property Address	10275 COLLINS AVE UNIT: 1527 BAL HARBOUR, FL 33154-0000
Owner	TONY FOGLIANO , LISA MANSOUR
Mailing Address	530 EAST 72 ST 7F NEW YORK, NY 10021
Primary Zone	5000 HOTELS & MOTELS - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths /Half	1 / 1 / 1
Floors	0
Living Units	1
Actual Area	
Living Area	894 Sq.Ft
Adjusted Area	894 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1964



ASSESSMENT INFORMATION

Year	2026	2025	2024
Land Value	$0	$0	$0
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$524,707	$639,886	$639,886
Assessed Value	$524,707	$573,527	$521,389

BENEFITS INFORMATION

Benefit	Type	2026	2025	2024
Non-Homestead Cap	Assessment Reduction		$66,359	$118,497

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

SHORT LEGAL DESCRIPTION

HARBOUR HOUSE CONDO
UNIT 1527
UNIDV 0.2000 %
INT IN COMMON ELEMENTS
OFF REC 25512-0154

TAXABLE VALUE INFORMATION

Year	2026	2025	2024
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$524,707	$573,527	$521,389
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$524,707	$639,886	$639,886
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$524,707	$573,527	$521,389
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$524,707	$573,527	$521,389

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
04/27/2022	$515,000	33174-4746	Qual by exam of deed
10/26/2016	$100	30305-4019	Corrective, tax or QCD; min consideration
07/17/2009	$305,000	26961-2534	Qual by exam of deed
12/31/2008	$239,057	26704-1255	Other disqualified

The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser of Miami-Dade County is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser of Miami-Dade County and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at https://www.miamidadepa.gov/pa/disclaimer.page

PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 10/27/2026

PROPERTY INFORMATION

Folio	12-2226-043-3580
Property Address	10275 COLLINS AVE UNIT: 1528 BAL HARBOUR, FL 33154-0000
Owner	TONY FOGLIANO , LISA MANSOUR
Mailing Address	530 E 72 ST 7F NEW YORK, NY 10021
Primary Zone	5000 HOTELS & MOTELS - GENERAL
Primary Land Use	0407 RESIDENTIAL - TOTAL VALUE : CONDOMINIUM - RESIDENTIAL
Beds / Baths /Half	1 / 1 / 1
Floors	0
Living Units	1
Actual Area	
Living Area	894 Sq.Ft
Adjusted Area	894 Sq.Ft
Lot Size	0 Sq.Ft
Year Built	1964



ASSESSMENT INFORMATION

Year	2026	2025	2024
Land Value	$0	$0	$0
Building Value	$0	$0	$0
Extra Feature Value	$0	$0	$0
Market Value	$524,707	$639,886	$639,886
Assessed Value	$524,707	$517,119	$470,109

BENEFITS INFORMATION

Benefit	Type	2026	2025	2024
Non-Homestead Cap	Assessment Reduction		$122,767	$169,777

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

SHORT LEGAL DESCRIPTION

HARBOUR HOUSE CONDO
UNIT 1528
UNIDV 0.2000 %
INT IN COMMON ELEMENTS
OFF REC 25512-0154

TAXABLE VALUE INFORMATION

Year	2026	2025	2024
COUNTY			
Exemption Value	$0	$0	$0
Taxable Value	$524,707	$517,119	$470,109
SCHOOL BOARD			
Exemption Value	$0	$0	$0
Taxable Value	$524,707	$639,886	$639,886
CITY			
Exemption Value	$0	$0	$0
Taxable Value	$524,707	$517,119	$470,109
REGIONAL			
Exemption Value	$0	$0	$0
Taxable Value	$524,707	$517,119	$470,109

SALES INFORMATION

Previous Sale	Price	OR Book-Page	Qualification Description
07/28/2025	$670,000	34883-4399	Qual by exam of deed
05/22/2017	$100	30676-4327	Corrective, tax or QCD; min consideration
06/22/2009	$302,000	26943-0600	Qual by exam of deed
12/31/2008	$239,057	26704-1257	Sales which are qualified

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HARBOUR HOUSE CONDOMINIUM ASSOCIATION, INC.
10275 COLLINS AVE, BAL HARBOUR, FL 33154

October 8, 2026 Unit: 1527 & 1528

HARBOUR HOUSE CONDOMINIUM ASSOCIATION, INC.
ARCHITECTURAL MODIFICATION REQUEST
Owner of Records: TONY FOGLIANO & LISA MANSOUR

This letter is to serve as an ***APPROVAL*** from the Board of Directors of HARBOUR HOUSE CONDOMINIUM ASSOCIATION, located at 10275 Collins Ave, Bal Harbour, FL 33154.

Oscar D. Gonzalez is the author architect responsible for the project drawing submitted by the registered owner of Units 1527 and 1528 in Harbour House Condominium in accordance with the Association Guidelines. This Association is in receipt of Occupational License.

Permission to combine the above units has been granted by Harbour House Association to **TONY FOGLIANO & LISA MANSOUR.** Demolition of a non-load bearing wall to join units 1527 & 1528 as a single unit in accordance with the plans provided will be performed by a third-party contractor in a separate Architectural Modification processing package.

Please see that any required permits are obtained and that all Village of Bal Harbour and Dade County ordinances are adhered to. Additionally, you must be sure that any damage to Common Elements that occurs because of your renovation is restored to its original condition.

Should you have any further questions, please feel free to contact the Management Office during regular office hours at (305) 868-6022.

Sincerely,

FOR THE BOARD OF DIRECTORS,

By: Alex Gregory
Print Name: Alex Gregory
Position: B.O.D. President
Board of Directors Member
Harbour House Condominium Association, Inc.

HARBOUR HOUSE CONDOMINIUM ASSOCIATION, INC.
10275 COLLINS AVE, BAL HARBOUR, FL 33154

October 15, 2026 Unit: 1527 & 1528

HARBOUR HOUSE CONDOMINIUM ASSOCIATION, INC.
ARCHITECTURAL MODIFICATION REQUEST
Owner of Records: TONY FOGLIANO & LISA MANSOUR

This letter is to serve as an ***APPROVAL*** from the Board of Directors of HARBOUR HOUSE CONDOMINIUM ASSOCIATION, located at 10275 Collins Ave, Bal Harbour, FL 33154.

Oscar D. Gonzalez is the author architect responsible for the project drawing submitted by the registered owner of Units 1527 and 1528 in Harbour House Condominium in accordance with the Association Guidelines. This Association is in receipt of Occupational License.

Permission to combine the above units has been granted by Harbour House Association to **TONY FOGLIANO & LISA MANSOUR.** Demolition of a non-load bearing wall to join units 1527 & 1528 as a single unit in accordance with the plans provided will be performed by a third-party contractor in a separate Architectural Modification processing package.

Please see that any required permits are obtained and that all Village of Bal Harbour and Dade County ordinances are adhered to. Additionally, you must be sure that any damage to Common Elements that occurs because of your renovation is restored to its original condition.

The Association approves the proposed consolidation of **Unit 1528 into Unit 1527**, retaining **Folio No. 12-2226-043-3450** for the combined units and eliminating **Folio No. 12-2226-043-3580**, subject to review and approval by the Village of Bal Harbour and any other applicable authorities.

Should you have any further questions, please feel free to contact the Management Office during regular office hours at (305) 868-6022.

Sincerely,

FOR THE BOARD OF DIRECTORS,

By: Alex Gregory
Print Name: Alex Gregory
Position: B.O.D. President
Board of Directors Member
Harbour House Condominium Association, Inc.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING AN EXPENDITURE NOT TO EXCEED $40,000 TO FUND THE 2027 FLEURS DE VILLES GLOBAL EXHIBITION IN BAL HARBOUR VILLAGE.

Issue:

Should the Village Council approve the Resolution to fund the 2027 Fleurs de Villes 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 annual Fleurs de Villes exhibition returns March 5-14, 2027, with Bal Harbour Village once again serving as the worldwide launch location for the seventh consecutive year. The 2027 theme, Fleurs de Villes ERA, will incorporate elements of the Village's history into five floral installations as part of the Village's 80th Anniversary celebrations.

Previous exhibitions have been well received by residents and visitors and have provided media coverage and opportunities to promote Bal Harbour as a destination. Funding in an amount not to exceed $40,000 is included in the FY 2026-27 Resort Tax Fund Budget.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

During the FY 2026-27 budget process, the Resort Tax Committee supported continued participation and recommended allocating funds for the 2027 exhibition.

Financial Information:

	Amount	Account	Account #
	$40,000	Tourism-Sponsorships, Organizations & Contributions	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: November 17, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN EXPENDITURE IN THE AMOUNT NOT TO EXCEED $40,000 TO FUND THE 2027 FLEURS DE VILLES GLOBAL EXHIBITION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The annual Fleurs de Villes exhibition will return to Bal Harbour Village for the seventh consecutive year from March 5 - 14, 2027. Bal Harbour Village will once again serve as the worldwide launch location for this global exhibition, which features unique fresh floral installations throughout the Village. This is in addition to installations in the Bal Harbour Shops and any hotels, which are funded and paid for by each of those private entities. The theme for 2027 is Fleurs de Villes ERA, and the exhibition will coincide with International Women's Day on March 8. Funding in an amount not to exceed $40,000 is included in the FY 2026-27 Resort Tax Fund budget.

Bal Harbour Village first participated in Fleurs de Villes in 2021, as part of the Village's 75th Anniversary celebrations. Since then, the Village has continued to host the opening activation of the worldwide exhibition, with additional exhibitions held in cities such as New York, London, Paris and Montreal. Over the years, the Village's floral installations have been featured on our entrance signs, on sculptures in our public art program and in public spaces throughout the Village, including Bal Harbour Waterfront Park. The exhibition has become an established part of the Village's destination programming.

The "ERA" theme is particularly relevant as the Village continues its 80th Anniversary celebrations. While the installations at Bal Harbour Shops will focus on the history of women's fashion through different eras, the Village's five fresh floral installations will reflect different eras of Bal Harbour's history since its incorporation in 1946. This approach will allow the Village to incorporate its own history into the exhibition through floral displays in public spaces throughout Bal Harbour Village.

ANALYSIS

Fleurs de Villes has been well received over the past six years, drawing participation from residents and guests and generating positive press and social media coverage. The 2027 exhibition will build on that success while highlighting Bal Harbour's history through the ERA theme.

Section 19-41 of the Village Code allows Resort Tax funds to be used for the promotion of tourism, including special events, advertising, and other promotional activities. The Fleurs de Villes exhibition supports these objectives by providing a unique experience for residents and visitors while promoting Bal Harbour Village as a premier destination. The event also provides opportunities for media coverage, social media engagement, and additional exposure for the Village through its participation in this worldwide exhibition.

THE BAL HARBOUR EXPERIENCE

The Fleurs de Villes exhibition supports the *Bal Harbour Experience* by enhancing the Beautiful Environment of our destination and offering a unique public experience for residents and guests. The Village's installations will connect the ERA theme with Bal Harbour's history, while hosting the worldwide launch supports the Destination & Amenities and Unique & Elegant pillars.

CONCLUSION

The 2027 Fleurs de Villes exhibition will continue a well-received destination event while incorporating Bal Harbour's history into the Village's 80th Anniversary celebrations. Given the past success of this event and the funding included in the FY 2026-27 budget, I recommend approval of this Resolution.

Attachment:

1. Agreement

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN EXPENDITURE IN THE AMOUNT NOT TO EXCEED $40,000 TO FUND THE 2027 FLEURS DE VILLES GLOBAL EXHIBITION; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the annual Fleurs de Villes global exhibition will return to Bal Harbour Village for its seventh consecutive year from March 5 through March 14, 2027, serving once again as the worldwide launch location for this internationally recognized floral art event; and

WHEREAS, the 2027 exhibition, themed Fleurs de Villes ERA, aligns with the Village's 80th Anniversary celebrations; and

WHEREAS, this Council desires to accept the recommendation of the Resort Tax Committee and to approve the expenditure in the amount of $40,000 from Resort Tax funds to cover the costs associated with the 2027 Fleurs de Villes exhibit.

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. Expenditure Approved. That the expenditure to Fleurs de Villes in the amount of $40,000 to underwrite the cost of the 2027 Fleurs de Villes global exhibit in Bal Harbour Village is hereby approved.

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

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

PASSED AND ADOPTED this 17th day of November, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



PROMOTIONAL SPONSORSHIP AGREEMENT

Fleurs de Villes Inc. & **Bal Harbour Village**

Date: October 26, 2026	Contract Number: FdV-2027-BalHarbourVillage PO # (if applicable) _____
Sponsor Name and Address: Bal Harbour Village 655 96th Street Bal Harbour, FL 33154	Contact: Ramiro Inguanzo ringuanzo@balharbourfl.gov Assistant Village Manager at Bal Harbour Village
Date of Project/contract term: March 5-14, 2027	Location: Bal Harbour, Miami
Contract Type: Community Partner for Fleurs de Villes ERA 2027	
Investment/Amount of Contract: $ 40,000 USD Payment Terms: 50% ($ 20,000) due January 30, 2027 50% ($ 20,000) due March 4, 2027	

Fleurs de Villes is to provide five fresh floral installations per viewed and approved deck – locations to be confirmed.

- Inclusion on the Press Release going out to all media
- Inclusion in the Media Preview launch event on March 5th
- Logo and 50 words of copy and social handles on adjacent signage as allowed
- Social Media activation and coverage throughout the event, with social media handles tagged
- Professional photos for use
- Communications Toolkit for promotion with plug and play social assets
- **Please Note:** The budget does not include full replacement due to theft of external mannequins on the signs. Every effort will be made by Fleurs de Villes to anchor and secure mannequins — any possible actions by Bal Harbour to ensure security of the Installations should also be taken.



STANDARD TERMS AND CONDITIONS

PAYMENT AND TERMS: Upon signing of the contract, sponsorship partners will be invoiced for 50% of amount as outlined due **January 30, 2027** and 50% due by **March 4, 2027.** Prices quoted include all items listed in this sponsorship proposal and signed contract.

ELIGIBLE SPONSORS: Only the company whose name appears on the face of this contract may be placed recognized as the sponsorship partner to receive recognition opportunities. No sponsor shall reassign, sublet or share the whole or any part of the sponsorship parameter allotted to the contracting firm without written permission from Fleurs de Villes

CANCELLATION OF SPONSORSHIP: In the event that written notification of intent to cancel is received at least 30 days prior to the event, all sums paid will be refunded. No refunds will be made after this date unless the sponsorship is resold.

DECORATIONS: Fleurs de Villes shall have full discretion and authority over the placing, arrangement, and appearance of all items and brand recognition displayed by sponsor as agreed to.

PHOTOGRAPHY/DISCLOSURE: The photographic rights for the events sponsored, or items the sponsoring company has agreed to, are reserved by Fleurs de Villes. By signing the sponsoring contract, the sponsor hereby consents to and authorizes Fleurs de Villes to use and distribute the event photographs for any purpose whatsoever including without limitation: sale, reproduction in all media, publication, display, broadcast and exhibition for promotion, advertising, trade, art or illustration. The sponsor agrees the photographs may be used without further compensation for an unlimited time and that this agreement is irrevocable.

CANCELLATION OR POSTPONEMENT OF EVENT DUE TO UNFORESEEN CAUSES: In the event that the premises in which the event or outlined sponsorship initiative is or is to be conducted shall become, in the sole discretion of Fleurs de Villes, unfit for occupancy, or in the event the holding of the event and or sponsorship initiative or the performance of Fleurs de Villes under the contract (of which these Rules and Regulations are a part) are substantially or materially inferred with by virtue of any cause or causes not reasonably within the control of Fleurs de Villes, said contract and/or event or initiative (or any part thereof) may be terminated by Fleurs de Villes. Fleurs de Villes shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Fleurs de Villes. If Fleurs de Villes terminates said contract (or any part thereof) as aforesaid, then Fleurs de Villes will retain any paid amounts and give the sponsor credit for future shows, with the exception of any amount incurred for fresh flowers if already procured. For purposes hereof, the phrase “cause or causes not reasonably within the control of Fleurs de Villes” shall include, but shall not be limited to, fire; casualty; flood; epidemic, pandemic; earthquake; explosion or accident; blockade embargo; inclement weather; government restraints; restraints or orders of civil defense or military authorities; acts of public enemy; riot or civil disturbance; strike; lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules orders, decrees, or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or Act of God.



LIMITATION ON LIABILITY: The sponsor agrees to indemnify, defend and hold harmless Fleurs de Villes, the event facility, the owner of such facility, and the city in which this event is being held, and their respective officers, agents and employees, from and against all bodily and personal injury, loss, claims, or damage to any person or any property arising in any way from the sponsoring company, its employees, agents, licensees, contractors or customers. Fleurs de Villes shall indemnify, defend, and hold harmless the sponsor, and their respective officers, agents, and employees, from and against any first party or third-party claims, injuries, loss or damages, arising out of Fleurs de Villes' negligence or willful misconduct.

EXCLUSIVITY: Fleurs de Villes events are offered to all potential sponsors without exclusivity, unless otherwise stated in the sponsorship contract.

COMMUNICATION: All communication with Fleurs de Villes and the event is to be directed to a company representative, and not to members of the host facility staff and management., unless already initiated.

We sincerely look forward to working with you to make this program a successful promotion for your business.

Signed and Agreed by:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____

Accepted by:

Fleurs de Villes Inc.
3780 Heather Street,
Vancouver, BC V5Z 3L2

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2026 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Fleurs de Villes, Inc. ("Artist"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Parties have entered into agreements in the prior six years whereby floral activations are adorned throughout the Village.

WHEREAS, the Village has received a proposal from Artist to enter into an agreement for 2027 for the provision of similar floral activations.

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

I. **SCOPE OF SERVICES**. Artist shall provide the scope of services ("Services" or "Work") set forth in Artist's proposal ("Proposal"), which is attached hereto as Exhibit "A" and incorporated herein.

II. **TERM.** This Agreement shall commence on March 5, 2027 and shall continue through March 14, 2027, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

III. **PAYMENT.** In consideration of the Artist displaying this exhibit during the abovementioned dates, the Village shall expend Forty Thousand Dollars and Zero Cents ($40,000) to cover the costs associated with the Sponsorship Agreement. Two equal payments of Twenty Thousand Dollars ($20,000) will be made to the Artist, with the first payment due on January 30, 2027 and the second installment due on March 4, 2027. All Services performed shall be invoiced to the Village.

IV. **TERMINATION.**

A. **Termination for Cause**.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting

Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to 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, Consultant shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. 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 Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Consultant.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective fifteen (15) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant 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, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the Village.

Consultant 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 Consultant 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. Consultant's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses,

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

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

VII. ENTIRE AGREEMENT.

This Agreement, and the Consultant's proposal (labelled as the Promotional Sponsorship Agreement) attached hereto as Exhibit "A," shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. 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.

IX. ANTI-DISCRIMINATION

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

X. SCRUTINIZED COMPANIES

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

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

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

XI. NOTICES.

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

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

Copies To: Juan D. Garcia, 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 33301

To Consultant: Fleurs de Villes, Inc.
3780 Heather Street
Vancouver, BC V5Z 3L2

XII. COMPLIANCE WITH LAWS.

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

XIII. SUCCESSORS AND ASSIGNS.

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

XIV. SURVIVAL OF TERMS.

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

XV. GOVERNING LAWS.

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

XVI. NO CONTINGENT FEES.

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

XVII. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of

any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XVIII. FORCE MAJEURE.

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

XIX. INDEPENDENT CONTRACTOR.

Consultant 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, Consultant 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. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XX. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

B. Upon request from the Village's custodian of public records, Consultant

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

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

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

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

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour – Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXI. 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.

XXII. 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, Consultant 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.

CONSULTANT:
Fleurs de Villes, Inc.
3780 Heather Street
Vancouver, BC V5Z 3L2

By: _____

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

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Juan D. Garcia
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"

Artist's Proposal



PROMOTIONAL SPONSORSHIP AGREEMENT

Fleurs de Villes Inc. & Bal Harbour Village

Date: October 26, 2026	Contract Number: FdV-2027-BalHarbourVillage PO # (if applicable) _____
Sponsor Name and Address: Bal Harbour Village 655 96th Street Bal Harbour, FL 33154	Contact: Ramiro Inguanzo ringuanzo@balharbourfl.gov Assistant Village Manager at Bal Harbour Village
Date of Project/contract term: March 5-14, 2027	Location: Bal Harbour, Miami
Contract Type: Community Partner for Fleurs de Villes ERA 2027	
Investment/Amount of Contract: $ 40,000 USD Payment Terms: 50% ($ 20,000) due January 30, 2027 50% ($ 20,000) due March 4, 2027	

Fleurs de Villes is to provide five fresh floral installations per viewed and approved deck – locations to be confirmed.

- Inclusion on the Press Release going out to all media
- Inclusion in the Media Preview launch event on March 5th
- Logo and 50 words of copy and social handles on adjacent signage as allowed
- Social Media activation and coverage throughout the event, with social media handles tagged
- Professional photos for use
- Communications Toolkit for promotion with plug and play social assets
- **Please Note:** The budget does not include full replacement due to theft of external mannequins on the signs. Every effort will be made by Fleurs de Villes to anchor and secure mannequins — any possible actions by Bal Harbour to ensure security of the Installations should also be taken.



STANDARD TERMS AND CONDITIONS

PAYMENT AND TERMS: Upon signing of the contract, sponsorship partners will be invoiced for 50% of amount as outlined due **January 30, 2027** and 50% due by **March 4, 2027.** Prices quoted include all items listed in this sponsorship proposal and signed contract.

ELIGIBLE SPONSORS: Only the company whose name appears on the face of this contract may be placed recognized as the sponsorship partner to receive recognition opportunities. No sponsor shall reassign, sublet or share the whole or any part of the sponsorship parameter allotted to the contracting firm without written permission from Fleurs de Villes

CANCELLATION OF SPONSORSHIP: In the event that written notification of intent to cancel is received at least 30 days prior to the event, all sums paid will be refunded. No refunds will be made after this date unless the sponsorship is resold.

DECORATIONS: Fleurs de Villes shall have full discretion and authority over the placing, arrangement, and appearance of all items and brand recognition displayed by sponsor as agreed to.

PHOTOGRAPHY/DISCLOSURE: The photographic rights for the events sponsored, or items the sponsoring company has agreed to, are reserved by Fleurs de Villes. By signing the sponsoring contract, the sponsor hereby consents to and authorizes Fleurs de Villes to use and distribute the event photographs for any purpose whatsoever including without limitation: sale, reproduction in all media, publication, display, broadcast and exhibition for promotion, advertising, trade, art or illustration. The sponsor agrees the photographs may be used without further compensation for an unlimited time and that this agreement is irrevocable.

CANCELLATION OR POSTPONEMENT OF EVENT DUE TO UNFORESEEN CAUSES: In the event that the premises in which the event or outlined sponsorship initiative is or is to be conducted shall become, in the sole discretion of Fleurs de Villes, unfit for occupancy, or in the event the holding of the event and or sponsorship initiative or the performance of Fleurs de Villes under the contract (of which these Rules and Regulations are a part) are substantially or materially inferred with by virtue of any cause or causes not reasonably within the control of Fleurs de Villes, said contract and/or event or initiative (or any part thereof) may be terminated by Fleurs de Villes. Fleurs de Villes shall not be responsible for delays, damage, loss, increased costs or other unfavorable conditions arising by virtue of cause or causes not reasonably within the control of Fleurs de Villes. If Fleurs de Villes terminates said contract (or any part thereof) as aforesaid, then Fleurs de Villes will retain any paid amounts and give the sponsor credit for future shows, with the exception of any amount incurred for fresh flowers if already procured. For purposes hereof, the phrase "cause or causes not reasonably within the control of Fleurs de Villes" shall include, but shall not be limited to, fire; casualty; flood; epidemic, pandemic; earthquake; explosion or accident; blockade embargo; inclement weather; government restraints; restraints or orders of civil defense or military authorities; acts of public enemy; riot or civil disturbance; strike; lockout, boycott or other labor disturbance; inability to secure sufficient labor; technical or other personnel failure; impairment or lack of adequate transportation facilities; inability to obtain, condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules orders, decrees, or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or Act of God.



LIMITATION ON LIABILITY: The sponsor agrees to indemnify, defend and hold harmless Fleurs de Villes, the event facility, the owner of such facility, and the city in which this event is being held, and their respective officers, agents and employees, from and against all bodily and personal injury, loss, claims, or damage to any person or any property arising in any way from the sponsoring company, its employees, agents, licensees, contractors or customers. Fleurs de Villes shall indemnify, defend, and hold harmless the sponsor, and their respective officers, agents, and employees, from and against any first party or third-party claims, injuries, loss or damages, arising out of Fleurs de Villes' negligence or willful misconduct.

EXCLUSIVITY: Fleurs de Villes events are offered to all potential sponsors without exclusivity, unless otherwise stated in the sponsorship contract.

COMMUNICATION: All communication with Fleurs de Villes and the event is to be directed to a company representative, and not to members of the host facility staff and management., unless already initiated.

We sincerely look forward to working with you to make this program a successful promotion for your business.

Signed and Agreed by:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Organization: _____

Accepted by:

Fleurs de Villes Inc.
3780 Heather Street,
Vancouver, BC V5Z 3L2

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION ACCEPTING A FLORIDA INLAND NAVIGATION DISTRICT (FIND) GRANT AWARD FOR THE PUBLIC WATERWAY ACCESS AND ADA FLOATING DOCK EXPANSION – PHASE I DESIGN PROJECT AND APPROVING THE RELATED GRANT AGREEMENT

Issue:

Should the Village Council accept the FIND grant for the ADA Floating Dock Expansion design project and authorize the execution of the related grant agreement?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

This Resolution accepts a Florida Inland Navigation District (FIND) Waterways Assistance Program grant award of up to $70,000 for the Public Waterway Access and ADA Floating Dock Expansion – Phase I Design Project and approves Project Agreement No. DA-BHV-26-331. The grant provides reimbursement funding for up to 50 percent of eligible project costs, with the Village providing the required $70,000 match toward the $140,000 project.

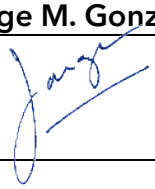
Phase I includes engineering design, environmental review, permitting, final design, construction documents, and bidding support for an ADA-accessible gangway and floating dock system, including an accessible kayak launch and transfer system for the public dock at the Bal Harbour Waterfront Park. Upon approval, the Village will solicit qualified vendors for the required engineering and design services and return to the Village Council with a recommended agreement for consideration.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$140,000	Waterfront Park	01-72-506410/ 10-72-506410

Sign off:

Director, 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: November 17, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ACCEPTING A FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM GRANT AWARD FOR THE PUBLIC WATERWAY ACCESS AND ADA FLOATING DOCK EXPANSION - PHASE I DESIGN PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND DOLLARS ($70,000); APPROVING AND AUTHORIZING EXECUTION OF PROJECT AGREEMENT NO. DA-BHV-26-331; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Bal Harbour Village previously received funding through the Florida Inland Navigation District (FIND) Waterways Assistance Program for construction of the seawall, boardwalk, and public access dock at Bal Harbour Waterfront Park. These improvements established approximately 200 linear feet of publicly accessible waterfront along the Intracoastal Waterway and created a foundation for expanded recreational waterway access.

On April 20, 2026, the Village Council authorized the submission of a FIND Waterways Assistance Program grant application for the Public Waterway Access and ADA Floating Dock Expansion - Phase I Design Project. The application requested $70,000 in FIND funding toward a total estimated project cost of $140,000, with the Village providing the required matching contribution.

The proposed project represents the next phase of improvements to the Village's public waterfront facilities and is intended to improve accessibility, functionality, and opportunities for non-motorized recreational use. Phase I includes design, engineering, environmental review, permitting, construction documents, and bidding support necessary to advance an ADA-accessible gangway and floating dock system, including an accessible kayak launch and transfer system.

ANALYSIS

Following review of the Village's application, FIND approved financial assistance for the project and provided Project Agreement No. DA-BHV-26-331 for execution by the Village. The Agreement identifies the funded project as the Access and ADA Floating Dock Expansion Phase I and establishes the terms and conditions under which the Village may receive reimbursement funding.

Project Agreement No. DA-BHV-26-331 provides FIND funding of up to fifty percent (50%) of eligible project costs, not to exceed $70,000, on a reimbursement basis. The Village is responsible for providing the remaining $70,000 matching contribution. The approved $140,000 project budget includes $60,000 for engineering design and project development, $50,000 for environmental review, surveys and permitting, and $30,000 for final design, construction documents and bidding support.

The Agreement establishes a project period through September 30, 2028, unless extended with prior written approval from FIND. Any request for extension must be submitted at least 60 days before the project period expires; except in circumstances involving a declared state of emergency affecting project completion, the project may not be extended beyond September 30, 2029.

Upon approval of the grant agreement, the Village will proceed with soliciting qualified vendors to provide the required engineering and design services. Once a recommended agreement is ready for consideration, staff will return to the Village Council for approval of that contract and advancement of the project.

THE BAL HARBOUR EXPERIENCE

This project supports the Bal Harbour Experience by advancing accessibility and the continued enhancement of high-quality public waterfront amenities. The proposed improvements will expand safe and inclusive access to the Intracoastal Waterway for users of varying abilities while creating additional opportunities for kayaking, paddleboarding, and other non-motorized recreational activities. The project builds upon the Village's investment in Bal Harbour Waterfront Park and supports the continued development of an accessible, functional, and attractive waterfront destination.

CONCLUSION

The FIND grant award provides up to $70,000 toward the design, engineering, permitting, and related professional services necessary to advance the Public Waterway Access and ADA Floating Dock Expansion project. Approval of this Resolution will accept the grant award, approve Project Agreement No. DA-BHV-26-331, and authorize the Village Manager and/or designee to execute and implement the Agreement in accordance with FIND requirements. I, therefore, recommend approval.

Attachments:

1. FIND Waterways Assistance Program Project Agreement DA-BHV-26-331

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ACCEPTING A FLORIDA INLAND NAVIGATION DISTRICT (FIND) WATERWAYS ASSISTANCE PROGRAM GRANT AWARD FOR THE PUBLIC WATERWAY ACCESS AND ADA FLOATING DOCK EXPANSION - PHASE I DESIGN PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY THOUSAND DOLLARS ($70,000); APPROVING AND AUTHORIZING EXECUTION OF PROJECT AGREEMENT NO. DA-BHV-26-331; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village is interested in carrying out the following described project for the enjoyment of the citizenry of Bal Harbour Village and the State of Florida:

Project Title: Public Waterway Access and ADA Floating Dock Expansion – Phase I Design

Total Estimated Cost: $140,000

Brief Description of Project: The project consists of Phase I design, engineering, and permitting for an ADA-accessible floating dock and gangway system at Waterfront Park to enhance public waterway access and provide safe, inclusive access for kayakers, paddleboarders, and other users of the Intracoastal Waterway; and

WHEREAS, the Village previously received funding through the Florida Inland Navigation District (FIND) Waterways Assistance Program for the seawall, boardwalk, and public access dock improvements at Waterfront Park, which established a publicly accessible waterfront amenity; and

WHEREAS, the proposed project represents the next phase of the Village's waterfront investment by expanding and enhancing public access through the design of an ADA-accessible gangway and floating dock system with accessible kayak launch; and

WHEREAS, on April 20, 2026, the Village Council approved the submittal of a grant application to FIND under the Waterways Assistance Program for funding assistance for Phase I design of the project; and

WHEREAS, FIND funding for this project has been approved in the amount of $70,000, representing fifty percent (50%) of the total estimated project cost, with a required minimum matching contribution by the Village; and

WHEREAS, FIND financial assistance is required for the project described above and as part of acceptance of the grant, FIND requires that an agreement be signed and returned within six months of FIND's approval.

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

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

Section 2. Grant Accepted. That this Council hereby accepts the grant award from the Florida Inland Navigation District (FIND), Waterways Assistance Program, in an amount of up to fifty percent (50%) of the total project cost, not to exceed seventy thousand dollars ($70,000), with a required minimum matching contribution by the Village.

Section 3. Agreement Approved. That Project Agreement No. DA-BHV-26-331 between FIND and the Village (the "Agreement") is hereby approved, and the Village Manager is hereby authorized to execute the Agreement on behalf of the Village.

Section 4. Program Commitment. That the Village is in complete accord with the proposal submitted and will carry out the program in the manner described in the application and any plans and specifications attached thereto, unless prior approval for any change has been received from FIND.

Section 5. Funding and Compliance. That the Village has the ability and intention to finance its required share of the cost of the project and that the project will be operated and maintained at the expense of the Village for public use. The Village further agrees to comply with all applicable requirements of Rule 66B-2, F.A.C. The Village further certifies that it will not discriminate against any person on the basis of race, color, or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-352 (1964), and will design and construct all facilities to comply fully with

statutes relating to accessibility by persons with disabilities, as well as all other applicable federal, state, and local laws, rules, and requirements. The Village further agrees to maintain adequate financial records on the proposed project to substantiate claims for reimbursement and to make such records available to FIND, if requested, including for a post-audit of expenses incurred on the project prior to, or in conjunction with, any request for the final ten percent (10%) of the funding agreed to by FIND.

Section 6. Implementation. That the Village Manager is hereby authorized to take any and all action necessary to implement the terms and conditions of the Agreement and the purposes of this Resolution, including designating the Village's liaison agent and submitting the Matching Funds Certification and other documents required by FIND.

Section 7. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 17th day of November, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

FLORIDA INLAND NAVIGATION DISTRICT
PROJECT AGREEMENT

PROJECT NO. DA-BHV-26-331

This PROJECT AGREEMENT ("AGREEMENT") made and entered into this _____ day of _____, 20____ by and between the Florida Inland Navigation District (hereinafter the "DISTRICT"), and Bal Harbour Village, (hereinafter the "PROJECT SPONSOR").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **PROJECT -** Subject to the provisions of this AGREEMENT and Rule 66B-2 of the Florida Administrative Code (a current copy of which is attached as Exhibit "B"), the DISTRICT has approved assistance funding to the PROJECT SPONSOR in furtherance of an approved project ("PROJECT") consisting of the Access and ADA Floating Dock Expansion Ph I. Said PROJECT is more specifically described in the PROJECT SPONSOR'S Waterways Assistance Application, which is on file at the DISTRICT's headquarters.

Any modifications to the PROJECT'S scope of work shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

2. **TERM** - The PROJECT SPONSOR shall not commence work on the PROJECT prior to the execution of this AGREEMENT unless specifically authorized by the DISTRICT Board and **shall complete the PROJECT and submit all required payment reimbursement information on or before September 30, 2028 ("PROJECT PERIOD"),** unless the PROJECT PERIOD has been extended with the prior written approval of the DISTRICT. Any request for an extension of the PROJECT PERIOD shall require submittal by the PROJECT SPONSOR of a request for extension to the DISTRICT no later than 60 days prior to the original expiration date of the PROJECT PERIOD. This request will then be considered by the DISTRICT Board, whose decision shall be final. In no event other than a declared state of emergency that affects the project completion shall the PROJECT be extended beyond September 30, 2029. The PROJECT SPONSOR acknowledges this is the only provision to carry over the DISTRICT assistance funding under this AGREEMENT beyond September 30, 2028, and that any extension of funding beyond this date shall be at the sole discretion of the DISTRICT.

3. **ASSISTANCE AMOUNT** - The DISTRICT shall contribute ("ASSISTANCE AMOUNT") no more than fifty percent (50%) ("MATCHING PERCENTAGE") of the PROJECT SPONSOR'S eligible out-of-pocket costs for completion of this PROJECT ("PROJECT AMOUNT"). Payment of funds by the DISTRICT to the PROJECT SPONSOR (the "ASSISTANCE AMOUNT") will be on a reimbursement basis only, and only for those authorized out of pocket costs as shown in Exhibit A, Project Cost Estimate ("PROJECT COSTS") and meeting the requirements of Section 5 below and shall not, in any event, exceed $70,000.00.

Any modifications to the PROJECT's Cost Estimate (Exhibit A) shall require written advance notice and justification from the PROJECT SPONSOR and the prior written approval of the DISTRICT.

4. **MATCHING FUNDS** - The PROJECT SPONSOR warrants and represents that it has the PROJECT SPONSOR Match Amount (the PROJECT AMOUNT less the ASSISTANCE AMOUNT) available for the completion of the PROJECT and shall, prior to the execution of this AGREEMENT, have provided the DISTRICT with suitable evidence of the availability of such funds using the DISTRICT's Form #95-01 (Exhibit C, Matching Funds Certification) and, upon request, providing the DISTRICT with access to applicable books and records, financial statements, and bank statements.

5. **PROJECT COSTS** - To be eligible for reimbursement under this AGREEMENT, PROJECT COSTS must be necessary and reasonable for the effective and efficient accomplishment of the PROJECT and must be directly allocable thereto. PROJECT COSTS are generally described in Exhibit B, Chapter 66B-2, F.A.C.. PROJECT COSTS must be incurred, and work performed within the PROJECT PERIOD, with the exception of pre-AGREEMENT costs, if any, consistent with Section 6 below, which are also eligible for reimbursement by the DISTRICT.

If the PROJECT SPONSOR receives additional funding for the PROJECT COSTS from another source that was not identified in the original application and that changes the AGREEMENT MATCHING PERCENTAGE, the PROJECT SPONSOR shall proportionately reimburse the DISTRICT's program funds equal to the MATCHING PERCENTAGE in this AGREEMENT. The PROJECT SPONSOR shall promptly notify the DISTRICT of any project payments it receives from a source other than the DISTRICT.

6. **PRE-AGREEMENT COSTS** - The DISTRICT and the PROJECT SPONSOR fully understand and agree that there shall be no reimbursement of funds by the DISTRICT for any obligation or expenditure made prior to the execution of this AGREEMENT unless previously

delineated in Exhibit A, consistent with Exhibit B, and previously approved by the DISTRICT Board during the grant review process.

7. **REIMBURSEMENT PROCEDURES** - PROJECT COSTS shall be reported to the DISTRICT and summarized on the Payment Reimbursement Request Form (Form #25-50) attached as Exhibit D. Supporting documentation including bills and canceled payment vouchers for expenditures shall be provided to the DISTRICT by the PROJECT SPONSOR or LIAISON AGENT with any payment request. All records in support of the PROJECT COSTS included in payment requests shall be subject to review and approval by the DISTRICT or by an auditor selected by the DISTRICT. Audit expenses shall be borne by the PROJECT SPONSOR.

Project funds may be released in installments, at the discretion of the DISTRICT, upon submittal of a payment request by the PROJECT SPONSOR or LIAISON AGENT. The DISTRICT shall retain ten percent (10%) of each installment payment until the completion of the PROJECT.

The following costs, if authorized in the attached Exhibit B, shall be reimbursed only upon completion of the PROJECT to the reasonable satisfaction of the DISTRICT and in accordance with Exhibit B: personnel, equipment, project management, administration, inspection, and design, permitting, planning, engineering, and/or surveying costs. Assuming the PROJECT SPONSOR has otherwise fully complied with the requirements of this AGREEMENT, reimbursement for a PROJECT approved as Phase I project will be made only upon commencement of construction of the PROJECT for which the Phase I planning, designing, engineering and/or permitting were directed, which may or may not involve further DISTRICT funding. Procedures set forth below with respect to reimbursement by the DISTRICT are subject to this requirement of commencement of construction.

The DISTRICT shall have the right to withhold any payment hereunder, either in whole or part, for non-compliance with the terms of this AGREEMENT.

8. **FINAL REIMBURSEMENT** - The PROJECT SPONSOR, upon completion of the PROJECT, shall submit to the DISTRICT a request for final reimbursement of the ASSISTANCE AMOUNT less any prior installment payments. The payment amounts previously retained by the DISTRICT shall be paid upon (1) receipt of the Final Audit report of expenses incurred on the PROJECT by the DISTRICT, (2) full completion of the PROJECT to the reasonable satisfaction of the DISTRICT, (3) submission of Project Completion Certification Form No. 25-45 (Exhibit E), (4) submission of a photograph of the PROJECT showing the sign required by Section 18, and (5) a Final Project Report as described in Exhibit H, Assistance Project Schedule. As part of the documentation accompanying the request for final reimbursement, PROJECT SPONSOR shall provide proof of

payment of all contractors, material suppliers, engineers, architects, and surveyors with whom PROJECT SPONSOR has directly contracted (each a "DIRECT PROVIDER") to provide services or materials for the PROJECT. The final reimbursement amount shall be adjusted as necessary such that neither the total ASSISTANCE AMOUNT nor the MATCHING PERCENTAGE is exceeded. Unless otherwise determined by the DISTRICT, the final reimbursement check shall be presented by a DISTRICT representative to the PROJECT SPONSOR during a public commission meeting or public dedication ceremony for the PROJECT.

9. **RECORDS RETENTION** - The PROJECT SPONSOR shall retain all records supporting the PROJECT COSTS for three (3) years after the end of the fiscal year in which the Final Payment is released by the DISTRICT, except that such records shall be retained by the PROJECT SPONSOR until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the three-year retention period.

10. **DEFAULT AND REMEDIES** – In the event of a breach of any of the terms of this AGREEMENT by the PROJECT SPONSOR, the DISTRICT shall provide written notice to the PROJECT SPONSOR, which shall have sixty (60) days in which to cure the breach. If the PROJECT SPONSOR fails to cure the breach within the cure period, the DISTRICT shall have the right, but not the obligation, to demand that the PROJECT SPONSOR immediately refund the ASSISTANCE AMOUNT to the extent paid. PROJECT SPONSOR shall refund to the DISTRICT the full amount of the ASSISTANCE AMOUNT paid to PROJECT SPONSOR, whereupon this AGREEMENT, and all further rights thereunder, shall be terminated. If the DISTRICT does not demand reimbursement as aforesaid, the DISTRICT may exercise any and all other remedies available at law or in equity. With respect to the PROJECT SPONSOR's obligations under Sections 15, 17, and 20, PROJECT SPONSOR acknowledges that breach by the PROJECT SPONSOR of one or more of its obligations under said sections might cause the DISTRICT to suffer irreparable harm, namely harm for which damages would be an inadequate remedy. PROJECT SPONSOR further acknowledges that the DISTRICT might suffer irreparable harm due to delay if, as a condition to obtaining an injunction, restraining order, or other equitable remedy with respect to such a breach, the DISTRICT was required to demonstrate that it would suffer irreparable harm. The parties therefore intend that if the PROJECT SPONSOR breaches one or more of its obligations under Sections 15, 17, or 20, the DISTRICT, in addition to such other remedies which may be available, shall have the right to seek specific performance and injunctive relief, and for purposes of determining whether to grant an equitable remedy any court will assume that the breach would cause the DISTRICT irreparable harm. The provisions of this section shall survive completion of the PROJECT.

11. **DISTRICT PROJECT MANAGER** - The Executive Director, or his designee, is hereby designated as the DISTRICT's Project Manager for the purpose of this AGREEMENT and shall be responsible for monitoring performance of its terms and conditions and for approving all reimbursement requests prior to payment.

12. **PROJECT SPONSOR'S LIAISON AGENT** - The PROJECT SPONSOR shall appoint a LIAISON AGENT, whose name and title shall be submitted to the DISTRICT upon execution of this AGREEMENT, to act on behalf of the PROJECT SPONSOR relative to the provisions of this AGREEMENT.

13. **STATUS REPORTS -** The PROJECT SPONSOR or LIAISON AGENT shall submit to the DISTRICT project status reports during the PROJECT term. These Quarterly Reports are to be on Form #25-40 (Exhibit F, Assistance Program Project Quarterly Status Report). Project design drawings, engineering drawings, and a copy of the Project bid award construction item cost list will be submitted as available. Photographs shall be submitted when appropriate to reflect the work accomplished. NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit H, Assistance Project Schedule, may result in revocation of this AGREEMENT.

14. **LAWS** - The PROJECT SPONSOR agrees to obtain and to abide by all federal, state, and local permits and proprietary authorizations, and all applicable laws and regulations in the development of the PROJECT. The PROJECT SPONSOR agrees that all PROJECT facilities shall be designed and constructed in compliance with applicable state and federal statutory requirements for accessibility by handicapped persons, as well as all other federal, state and local laws, rules, and requirements.

15. **NON-DISCRIMINATION -** The PROJECT SPONSOR agrees that when completed, the PROJECT shall be readily accessible, on a non-exclusive basis, to the general public of DISTRICT member counties without regard to age, sex, race, physical handicap, or other condition, and without regard to residency of the user in another political subdivision.

16. **PARKING FACILITIES** -Adequate parking shall be made available by the PROJECT SPONSOR to accommodate vehicles for the number of persons for which the PROJECT is being developed.

17. **SITE DEDICATION** – FOR LAND-BASED DEVELOPMENT PROJECTS ONLY. The PROJECT SPONSOR also agrees that the PROJECT site shall be dedicated for the public use for which the PROJECT was intended for a minimum period of thirty-five (35) years from the

completion of the PROJECT, such dedication to be in the form of a deed, lease, management AGREEMENT or other legally binding document. Any change in such dedication shall require the prior approval of the DISTRICT. The PROJECT SPONSOR shall record evidence of such dedication within the Public Records of the County in which the PROJECT is located.

18. **ACKNOWLEDGMENT** – For construction projects, the PROJECT SPONSOR shall erect a permanent sign, approved by the DISTRICT, in a prominent location such as the PROJECT entrance of the completed PROJECT, which shall indicate that the DISTRICT contributed funds for the PROJECT. The wording of the sign required by this section shall be approved by the DISTRICT's staff before construction and installation of said sign. This sign shall contain the DISTRICT logo (Exhibit I) unless otherwise stipulated by the DISTRICT. In the event that the PROJECT SPONSOR erects a temporary construction sign, it shall also indicate the DISTRICT's participation. For all other types of projects, the PROJECT SPONSOR shall acknowledge the DISTRICT where feasible, in concurrence with the DISTRICT staff's recommendations.

19. **PROJECT MAINTENANCE** - When and as applicable, the PROJECT SPONSOR agrees to operate, maintain, and manage the PROJECT for the life of the PROJECT improvements and will pay all expenses required for such purposes. The PROJECT improvements shall be maintained in accordance with the standards of maintenance for other local facilities owned and operated by the PROJECT SPONSOR, and in accordance with applicable health standards. PROJECT facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The PROJECT SPONSOR warrants and represents that it has full legal authority and financial ability to operate and maintain said PROJECT facilities and improvements.

20. **FEES** – Any fees charged for this PROJECT shall be reasonable and the same for the general public of all member counties. The PROJECT SPONSOR must demonstrate that a minimum of fifty percent (50%) of the PROJECT fees will be utilized for project maintenance and improvements throughout the anticipated useful life of a development project or the design life of other project types, as applicable.

21. **SOVEREIGN IMMUNITY** - Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees, contractors, and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity under Section 768.28, Florida Statutes. The PROJECT SPONSOR acknowledges that the DISTRICT, its employees, commissioners, and agents are solely providing funding assistance for the PROJECT and are not involved in the design, construction, operation, or maintenance of the PROJECT.

22. **INSPECTIONS** - The DISTRICT reserves the right, upon reasonable request, to inspect said PROJECT and any and all records related thereto at any time.

23. **RIGHTS AND DUTIES** - The rights and duties arising under this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, and shall, unless the context clearly requires otherwise, survive completion of the PROJECT. The PROJECT SPONSOR may not assign this AGREEMENT nor any interest hereunder without the express prior written consent of the DISTRICT.

24. **WAIVERS** - Waiver of a breach of any provisions of this AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision.

25. **NOTICE** - Any notice required to be given pursuant to the terms and provisions of this AGREEMENT shall be in writing, postage paid, and shall be sent by certified mail, return receipt requested, to the DISTRICT or PROJECT SPONSOR at the addresses below. The notice shall be effective on the date indicated on the return receipt.

To the DISTRICT at:

Florida Inland Navigation District
1314 Marcinski Road
Jupiter, Florida 33477-9498

To the PROJECT SPONSOR at:

Bal Harbour Village
Attention: Recreation, Arts & Culture
655 96th ST
Bal Harbour, FL 33154

26. **NO JOINT VENTURE** - The DISTRICT's role with respect to the PROJECT is that of a funding assistance authority only and the DISTRICT is not, and shall not be considered to be, an agent, partner, or joint venturer with the PROJECT SPONSOR.

27. **GOVERNING LAW** - The validity, interpretation, and performance of this AGREEMENT shall be controlled and construed according to the laws of the State of Florida.

28. **TRANSFERENCE** - It is the intent of the DISTRICT to issue this funding assistance to the PROJECT SPONSOR who has made application for this assistance. In the event the PROJECT SPONSOR transfers ownership or management of the PROJECT to a party or parties not now a part of this AGREEMENT, other than another governmental entity that agrees to assume, in writing, PROJECT SPONSOR'S obligation hereunder, the DISTRICT retains the right to full reimbursement

from the PROJECT SPONSOR to the full extent of the funding assistance provided by the DISTRICT including, but not limited to, any costs and reasonable attorney's fees (regardless of whether litigation ensues) incurred by the DISTRICT in collecting said reimbursement.

29. **ENTIRE UNDERSTANDING** - This AGREEMENT, including any exhibits made a part hereof, embodies the entire AGREEMENT and understanding of the parties and supersedes all prior oral and written communications between them. The terms hereof may be modified only by a written amendment signed by both parties hereto.

30. **COUNTERPARTS AND ELECTRONIC SIGNATURES** - This document may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same CONTRACT/AGREEMENT. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed CONTRACT/AGREEMENT upon request.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day, month and year aforesaid.

FLORIDA INLAND NAVIGATION DISTRICT

By: _____
Executive Director

Date: _____

Bal Harbour Village

By:_____
Title: _____

Date: _____

EXHIBIT A

Waterway Assistance Program FY2026

PROJECT COST ESTIMATE

(See Rule Section 66B-2.005 & 2.008 for eligibility and funding ratios)

Project Title:	Public Waterway Access and ADA Floating Dock Expansion – Phase I Design
Applicant:	Bal Harbour Village

Project Elements *(Please list the MAJOR project elements and provide general costs for each one.)*	**Total Estimated Cost**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Engineering Design and Project Development	$ 60,000	$ 30,000	$ 30,000
Environmental Review, Surveys, and Permitting	$ 50,000	$ 25,000	$ 25,000
Final Design, Construction Documents, and Bidding Support	$ 30,000	$ 15,000	$ 15,000

****TOTALS =**	$ 140,000	$ 70,000	$ 70,000

EXHIBIT B 2026
CHAPTER 66B-2
WATERWAYS ASSISTANCE PROGRAM

66B-2.001 Purpose
66B-2.002 Forms
66B-2.003 Definitions
66B-2.004 Policy
66B-2.005 Funds Allocation
66B-2.006 Application Process
66B-2.0061 Emergency Applications
66B-2.007 Application Form (Repealed)
66B-2.008 Project Eligibility
66B-2.009 Project Administration
66B-2.010 Project Agreement (Repealed)
66B-2.011 Reimbursement
66B-2.012 Accountability
66B-2.013 Acknowledgement
66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects
66B-2.015 Small-Scale Derelict Vessel Removal Projects
66B-2.016 Waterways Cleanup Events

66B-2.001 Purpose.
Recognizing the importance and benefits of inland navigation channels and waterways, as well as noting problems associated with the construction, continued maintenance and use of these waterways, the Florida Legislature created Section 374.976, F.S. This law authorizes and empowers each inland navigation district to undertake programs intended to alleviate the problems associated with its waterways. The purpose of this rule is to set forth the District's policy and procedures for the implementation of an assistance program under Section 374.976, F.S., for local governments, member counties and navigation related districts within the District. This program will be known hereafter as the Florida Inland Navigation District's Waterways Assistance Program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.001.

66B-2.002 Forms.
All forms for the administration of this program are available from the District office located at 1314 Marcinski Road, Jupiter, Florida 33477.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.002.

66B-2.003 Definitions.
The basic terms utilized in this rule are defined as follows:

(1) "APPLICANT" means an eligible governmental agency submitting an application through this program.

(2) "APPLICATION" means a project proposal with the required documentation.

(3) "AUTHORIZED SUBMISSION PERIOD" means the established period for submitting applications to the District.

(4) "BEACH RENOURISHMENT" means the placement of sand on a beach for the nourishment, renourishment or restoration of a beach.

(5) "BOARD" means the Board of Commissioners of the Florida Inland Navigation District.

(6) "DISTRICT" means the Florida Inland Navigation District (FIND).

(7) "ELIGIBLE GOVERNMENTAL AGENCY" means member counties, local governments and navigation related districts within the taxing boundaries of the District.

(8) "ENVIRONMENTAL PERMITS" means those permits, proprietary authorizations, exemptions, or general permits for construction below mean high water line of a navigable waterway required and issued by or on behalf of the U.S. Army Corps of

Engineers, the Florida Department of Environmental Protection, and the South Florida or the St. Johns River Water Management Districts or their successors.

(9) “EXECUTIVE DIRECTOR” means the Executive Director of the Florida Inland Navigation District.

(10) “LIAISON AGENT” means the contact person officially designated to act on behalf of the applicant or the project sponsor.

(11) “LOCAL GOVERNMENTS” means municipalities, cities, or consolidated county governments, which are located within the member counties.

(12) “MARITIME MANAGEMENT PLAN” means a written plan containing a systematic arrangement of elements specifically formulated to identify, evaluate and promote the benefits of eligible waterway accessibility and enjoyment, with consideration and respect to the physical, environmental and economic parameters of the planning area.

(13) “MATCHING FUNDS” means those funds provided by the local sponsor to the project.

(14) “MEMBER COUNTY” means a county located within the taxing boundaries of the District which includes Nassau, Duval, St. Johns, Flagler, Volusia, Brevard, Indian River, St. Lucie, Martin, Palm Beach, Broward and Miami-Dade Counties.

(15) “NAVIGATION RELATED DISTRICTS” means port authorities, inlet districts or any other agency having legally authorized navigation related duties in waterways of the District.

(16) “PRE-AGREEMENT COSTS” means project costs approved by the District Board which have occurred prior to the execution of the project agreement.

(17) “PROGRAM” means the Florida Inland Navigation District Waterways Assistance Program.

(18) “PROGRAM FUNDS” means financial assistance awarded by the Board to a project for release to the project sponsor pursuant to the terms of the project agreement.

(19) “PROJECT” means a planned undertaking consisting of eligible program facilities, improvements or expenses for the use and benefit of the general public.

(20) “PROJECT AGREEMENT” means an executed contract between the District and a project sponsor setting forth mutual obligations regarding an approved project.

(21) “PROJECT MAINTENANCE” means any usual action, activity, expense, replacement, adjustment or repair taken to retain a project or grant item in a serviceable, operational or normal condition, or the routine efforts and expenses necessary to restore it to serviceable or normal condition, including the routine recurring work required to keep the project or grant item in such condition that it may be continuously used at its original or designed capacity and efficiency for its intended purpose.

(22) “PROJECT MANAGER” means the District employee who is responsible for monitoring the performance of the Project and compliance with the project agreement.

(23) “PROJECT PERIOD” means the approved time during which costs may be incurred and charged to the funded project.

(24) “PROJECT SPONSOR” means an eligible governmental agency receiving program funds pursuant to an approved application.

(25) “PUBLIC BUILDING” means a building or facility on government owned property that is owned or operated by a governmental entity, or operated by a third party operator. The building or facility must provide waterway related information, public meeting space, or educational services and be open to members of the public on a continual basis without discrimination.

(26) “PUBLIC MARINA” means a harbor complex used primarily for recreational boat mooring or storage, the services of which are open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price.

(27) “PUBLICLY OWNED COMMERCIAL OR INDUSTRIAL WATERWAY ACCESS” means any publicly owned area specifically designed to be used for staging, launching, or off-loading by commercial or industrial waterway users on a first come, first served, short-term basis, to gain entry to or from the District’s waterways to serve the infrastructure needs of the District’s waterway users.

(28) “WATERWAYS” means the Atlantic Intracoastal Waterway, the Okeechobee Waterway, the Barge Canal in Brevard County west of the Port Canaveral Locks, those portions of the Dania Cut-Off Canal and the Hillsboro Canal east of the water control structures, all navigable natural rivers, bays, creeks or lagoons intersected by said waterways and all navigable natural creeks, rivers, bays or lagoons entering or extending from said waterways. Solely for the purpose of navigation channel dredging, man-made canals shall be considered eligible waterways provided they are owned by or dedicated to a governmental entity and connect to the Atlantic Intracoastal Waterway.

(29) “WATERWAY RELATED ENVIRONMENTAL EDUCATION” means an interdisciplinary holistic process by which the

learner: develops an awareness of the natural and manmade environments of waterways; develops knowledge about how the environment of the waterways works; acquires knowledge about the technological, social, cultural, political, and economic relationships occurring in waterway related environmental issues; and, becomes motivated to apply action strategies to maintain balance between quality of life and quality of the environment of waterways.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 2-6-97, Formerly 16T-2.003, Amended 5-17-98, 3-21-01, 3-20-03, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 3-25-21, 1-26-26.

66B-2.004 Policy.

The following constitutes the policy of the District regarding the administration of the program:

(1) Financial Assistance Eligibility: Financial assistance, support and cooperation may be provided to eligible governmental agencies for approved projects as follows:

(a) Member counties may be provided financial assistance, support or cooperation in planning, acquisition, development, construction, reconstruction, extension, improvement, operation or the maintenance of public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, maritime management plans, and boating safety projects directly related to the waterways.

(b) Eligible local governments may also be provided financial assistance, support and cooperation in planning and carrying out public navigation, local and regional anchorage management, beach renourishment, public recreation, inlet management, environmental education, and boating safety projects directly related to the waterways.

(c) Navigation related districts may be provided with financial assistance to pay part of the costs of the planning and acquisition of dredge material management sites if the Board finds that the site is required for the long-range maintenance of the Atlantic Intracoastal Waterway channel. All such sites must meet the development and operational criteria established by the District through a long-range dredge material management plan for that county. Navigation related districts may also be provided with assistance for waterway related access projects, environmental mitigation projects associated with waterway improvement related activities, and inlet management projects if the Board finds that the project benefits public navigation in the Atlantic Intracoastal Waterway. All navigation related districts shall contribute at least equal matching funds to any District financial assistance provided. Seaports may also be furnished assistance and support in planning and carrying out environmental mitigation projects. All seaport projects shall benefit publicly maintained channels and harbors. Each seaport shall contribute matching funds for funded projects.

(d) Eligible projects shall include the acquisition and development of public boat ramps and launching facilities, including those in man-made, navigable waterways contiguous to “waterways” as defined in Rule 66B-2.003, F.A.C.

(2) Notification: The District will notify by direct mail, email and/or advertised public notice all eligible governmental agencies of the program and the upcoming authorized submission period.

(3) Project Approval: Approval of projects by the District shall be in accordance with these rules.

(4) Project Accessibility: Facilities or programs funded in whole or in part by program funds shall be made available to the general public of all of the member counties on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Additionally, facilities funded in whole or in part by program funds, shall not require a paid membership for the general public of all of the member counties as a condition to use the facilities. User or entrance fees may be charged for the use of facilities funded in whole or in part by program funds, however such fees shall be reasonable and shall be the same for the general public of all of the member counties.

(5) Waterway Impacts: All development projects must be designed so as not to impact navigation along the District’s waterways through the placement of structures, attendant uses, or the necessity of a boating speed zone for safety purposes. Before applying for boating speed zone designation in District waterways because of a project funded by this program, the sponsor shall first receive approval from the Board. The Board will use the criteria found in Section 327.46(1), F.S., in determining whether to approve the proposed boating speed zone.

(6) Project Maintenance: The project sponsor shall be responsible for the operation, maintenance, and management of the project for the anticipated life of the project and shall be responsible for all expenses required for such purposes. The project shall be maintained in accordance with the standards of maintenance for other similar local facilities and in accordance with applicable health standards. Project facilities and improvements shall be kept reasonably safe and in reasonable repair to prevent undue deterioration and to encourage public use. The project sponsor shall have full legal authority and financial ability to operate and maintain the project facilities.

(7) Education Facilities and Programs: Waterways related environmental education facilities and programs sponsored by the District shall occur at specially designated environmental education facilities located adjacent and contiguous to the waterways. It is the District's intent to consolidate its environmental education efforts in the least number of facilities within an area that will adequately serve the education needs of that area of the District.

(8) Public Information Availability: Public information produced with assistance from this program shall not be copyrighted and shall be provided free of cost, except for the cost of reproduction, to the public.

(9) Third-Party Project Operators: Projects that are being operated by a third party shall have sufficient oversight by the eligible project sponsor as determined by the Board. Such oversight, at a minimum, will include a project liaison that is a staff member of the eligible project sponsor, and oversight of the operating hours and admission fees of the facility by the eligible project sponsor through a legal agreement. All third party projects shall be open to the public in accordance with this rule.

(10) Non-compliance: The District shall terminate a project agreement and demand return of program funds disbursed to the project sponsor for non-compliance with any of the terms of the project agreement or this rule, if such non-compliance calls into question the ability of the applicant to complete the project. Failure of a project sponsor to comply with the provisions of this rule or the project agreement shall result in the District declaring the project sponsor ineligible for further participation in the program until such time as compliance has been met to the satisfaction of the District.

(11) Fees: Any public project eligible for District program funds that charges a fee or will charge a fee must create and maintain an enterprise fund for the public project that shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life. Accounting records of the previous five years of the public project's enterprise fund will be submitted as part of any subsequent assistance program application to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (2) FS. History–New 12-17-90, Amended 2-3-94, 2-6-97, Formerly 16T-2.004, Amended 5-18-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15.

66B-2.005 Funds Allocation.

The Board will allocate funding for this program based upon the District's overall goals, management policies, fiscal responsibilities and operational needs for the upcoming year. Funding allocations to navigation related districts, member counties and local governments shall be based upon the proportional share of the District's ad valorem tax collections from each county. If funds are determined to be available for the program, the District will notify potential eligible governmental agencies of the availability of program funding. Applications will be reviewed by the Board utilizing FIND Form No. 25-15 Waterways Assistance Program Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference and available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-17820, and available from the District office or by download from the District's webpage at: www.aicw.org.

(1) Funding Assistance Availability: In as much as the District has other fiscal responsibilities and operational needs, financial assistance to eligible government agencies shall not exceed an amount equal to ninety (90) percent of the proportional share of the District's ad valorem tax collections from each county in which such agencies are located. The District may make an exception to this funding limitation, if funds are determined to be available based upon the District's overall goals, management policies, fiscal responsibilities and operational needs, or in counties that are recovering from a state of emergency declared under Chapter 252, F.S.

(2) Project Funding Ratio: All financial assistance and support to eligible governmental agencies shall require, at a minimum, equal matching funds from the project sponsor, with the exception of public navigation projects that meet the provisions of subsection 66B-2.005(6), F.A.C., land acquisition projects in accordance with subsection 66B-2.005(7), and Rule 66B-2.008, F.A.C., small-scale spoil island restoration and enhancement projects that meet the provisions of Rule 66B-2.014, F.A.C., derelict vessel projects consistent with Rule 66B-2.0015, F.A.C., and Waterway Cleanup Projects approved under Rule 66B-2.0016, F.A.C., and projects approved in counties recovering from a state of emergency. Applicant's in-house costs are limited pursuant to paragraph 66B-2.008(1)(c), F.A.C. All financial assistance to seaports shall require equal matching funds. The District shall contribute no more than fifty percent (50%) of the local share of the cost of an inlet management or beach renourishment project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project.

(3) Pre-agreement Expenses: The project sponsor shall not commence work on an approved project element prior to the execution of the project agreement unless authorized by the Board during the review and funding approval process. Board authorization of pre-agreement expenses will be given for the commencement of work prior to the execution of a project agreement if the Board determines that there is a benefit to the District, its waterways or its constituents. All project costs must be incurred and

work performed within the project period as stipulated in the project agreement unless pre-agreement costs are approved by the Board. Pre-agreement expenses will be approved if they are consistent with the provisions of Rule 66B-2.008, F.A.C., and occur within the fiscal year of the grant application submission (October 1st to September 30th). Pre-agreement expenses, except for projects approved by the Board as multi-year projects, will be limited to fifty (50) percent of the project's total cost and if the expenses are eligible project expenses in accordance with this rule. Only one-half (1/2) or less of the approved pre-agreement expenses will be eligible for reimbursement funding from the District, except for projects approved by the Board as multi-year projects. The Board shall consider a waiver of the limitation on pre-agreement expenses for Small-Scale Derelict Vessel grants and land acquisition projects when the applicant demonstrates a direct need and benefit and the project is in accordance with the applicable provisions of Chapter 66B-2, F.A.C.

(4) Multi-Year Funding: The construction phase of projects that are large scale, involve multiple phases, have a construction time line of one year or longer, or are requesting a significant amount of assistance funding in relation to the total assistance available for the county where the project is located, will be reviewed and approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. The determination by the Board to provide assistance funding on a multi-year basis can be made at any time during the application review process. All approved multi-year projects are limited to a maximum of two (2) additional funding requests.

(5) Inlet Management and Beach Renourishment: Projects and project elements in the categories of inlet management and beach renourishment shall be subject to the following provisions. The District shall contribute no more than fifty percent of the local share of the cost of the project. The District shall not contribute funding to both the state and local shares of an inlet management or beach renourishment project. Funding for the construction phase of an inlet management or beach renourishment project may be approved by the District Board for a multiple year period subject to budgeting and allocation pursuant to the provisions of Chapter 200, F.S. Additionally the following provisions shall be met for inlet management or beach renourishment projects:

(a) Inlet Management: Inlet management projects shall benefit public navigation within the District and shall be consistent with Department of Environmental Protection approved inlet management plans and the statewide beach management plan pursuant to Section 161.161, F.S. Prior to funding any inlet management project, the Board shall make a finding that the project is a benefit to public navigation in the District. Inlet management projects that are determined to be consistent with Department of Environmental Protection approved inlet management plans are declared to be a benefit to public navigation.

(b) Beach Renourishment: All projects in this category shall be consistent with the statewide beach management plan. Beach renourishment projects shall only include those beaches that have been adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project. Prior to funding any beach renourishment project, the Board shall make a finding that the beaches to be nourished have been adversly impacted by navigation inlets, navigation structures, navigation dredging or a navigation project. The determination of beach areas that are adversely impacted by navigation for the purposes of this program shall be made by Department of Environmental Protection approved inlet management plans. If state funding is not provided for a beach project, public access with adequate parking must be available in accordance with Chapter 161, F.S.

(6) Public Navigation: Projects or project elements in the category of public navigation that will qualify for up to seventy-five percent (75%) program funds must be within the Intracoastal Right-of-Way (ROW), or provide public navigation channel access to two or more publicly accessible launching, mooring or docking facilities. Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding. Dredging that is associated or ancillary to another use (such as boat ramp, marina or pier) will be prioritized according to the associated use. Dredging of a canal or channel not associated with another use (such as a boat ramp, marina or pier) that does not provide access to at least one publicly accessible launching, mooring or docking facility will be prioritized as "other waterway related project".

In addition, the following shall apply:

(a) Navigation channel dredging: The project sponsor must demonstrate that the source of channel sedimentation has been identified and is in the process of, or has been controlled, or that the frequency and amount of shoaling is such that dredging will provide an improvement to the channel that will last for twenty (20) years or more and therefore is more cost effective than identifying and correcting the cause of shoaling, or that the cost of identifying the source of channel sedimentation exceeds the cost of the dredging project.

(b) Navigation channel lighting and markers must be located on primary or secondary public navigation channels.

Navigation projects or project elements that have one facility open to the public will qualify for up to fifty percent (50%) program funding.

(7) Land Acquisition: Land acquisition projects shall qualify for a maximum of fifty (50) percent funding. All pre-agreement expenses for land acquisition must be completed within one-year of the date of application for funding. Except for acquisition of publicly owned spoil disposal site, all funded land acquisition projects must construct the required boating access facility within 7 years of completion of the land acquisition, or the District may require the applicant to refund the program funding. Immediately upon acquiring title to the land, the applicant shall record a declaration of covenants in favor of the District stating that if the required boating access facility is not constructed within 7 years and dedicated for the public use as a boating access facility in perpetuity after completion of construction, the District shall require the applicant to refund the program funding.

(8) Seaport Funding Eligibility: Financial assistance to seaports may exceed the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the county in which such seaport is located if the seaport can demonstrate that a regional benefit occurs from the port's activities. Financial assistance to a seaport project that demonstrates a regional benefit shall not exceed an amount equal to (i) the proportional share of the District's ad valorem tax collections as set forth in subsection 66B-2.005(1), F.A.C., from the counties where the benefit is demonstrated less (ii) funding allocated in the same fiscal year to all other local government projects funded in those counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1), (3) FS. History–New 12-17-90, Amended 6-24-93, 9-5-96, 2-6-97, Formerly 16T-2.005, Amended 5-17-98, 8-26-99, 3-21-01, 7-30-02, 3-3-04, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 4-1-09, 3-7-11, 3-7-12, 4-10-13, 1-27-14, 5-15-16, 3-25-21, 5-14-25, 1-26-26.

66B-2.006 Application Process.

(1) Application Period: With the exception of eligible Disaster Relief Projects, eligible Small-Scale Spoil Island Restoration and Enhancement Projects eligible Small-Scale Derelict Vessel Applications and Waterway Cleanup Events, all applications for assistance through this program will be submitted during the authorized submission period that shall be established by vote of the Board at a scheduled meeting.

(2) Application Forms: FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet (effective date 1-1-25), hereby incorporated by reference in Rule 66B-2.005, F.A.C. and available from the District office. With the exception of projects eligible under the Small-Scale Spoil Island Restoration and Enhancement program, the Small-Scale Derelict Vessel program, and eligible Waterway Cleanup Events, all applications for financial assistance and support through this program from member counties and local governments shall be made on FIND Form No. 25-15 Waterways Assistance Program Project Application and Evaluation Worksheet and shall include a detailed cost estimate submitted on FIND Form No. 25-20, Waterways Assistance Program Project Cost Estimate, (effective date 1-1-25), hereby incorporated by reference and available at: https://flrules.org/Gateway/reference.asp?No=Ref-17821, and available from the District office. In addition, all applicants shall submit a complete and detailed FIND form No. 25-25 Waterways Assistance Program Project Timeline (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17822, and available from the District office.

(3) Sponsor Resolution: The project sponsor shall approve the submission of an application by official resolution from its governing board or commission. Said resolution shall be made on FIND Form No. 25-30, Resolution for Assistance Under the Florida Inland Navigation District Waterways Assistance Program (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18021, and available from the District office.

(4) Attorney's Certification: If the application is for a project that is a land based development project the applicant shall submit an Attorney's Certification of Title, FIND Form 25-35 Attorney's Certification of Title (effective date 1-1-25), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-17824, and available from the District office.

(5) Maps and Geographic Information: All applicants shall be required to submit, at minimum, the following geographic information: A County location map, a project location map, a project boundary map, and a clear and detailed site development map for land development projects.

(6) Application Review: Prior to submitting the application to the District office, applicants shall obtain the local FIND Commissioner's initials on FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist 25-10 Waterways Assistance Program Applicant Checklist (effective date 1-1-25), hereby incorporated by reference and available at https://flrules.org/Gateway/reference.asp?No=Ref-17825, and from the District office. It is the applicant's responsibility to make timely arrangements for the local FIND Commissioner's review. In the absence of extenuating circumstances outside of the applicant's control as determined by the Board of Commissioners, an application shall not be considered complete if it does not include the local FIND commissioner's initials on FIND Form No. 25-10. Upon receipt in the District office, staff will review the

applications for completeness of the informational requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, and for compliance with the eligibility requirements of this rule. When an application is determined by staff to be incomplete or ineligible, staff will immediately inform the applicant by mail or email. The applicant will then have until the date established by the Board in the application package to bring the application into compliance. If the applicant fails to provide a complete application in compliance with these rules, the application will not be considered for funding. In order to have a complete application, the applicant shall not only submit the forms required under Rule 66B-2.006, F.A.C., and any other information requirements identified in FIND Form No. 25-10 Waterways Assistance Program Applicant Checklist, but such forms and other submitted information must be completely filled out, executed as applicable, and also establish compliance with Chapter 66B-2, F.A.C.

(7) Interlocal Agreements: Applications that the Board determines will directly benefit the maintenance of the Atlantic Intracoastal Waterway channel as documented by the District's long range dredged material management plans, will directly benefit the maintenance of the Okeechobee Waterway channel as documented by the District's long range dredged material management plan, will directly benefit the maintenance or improvement of District property, right-of-way or navigation interests, or have multiple funding partners including the Corps of Engineers as the project manager can qualify for project assistance through an interlocal agreement pursuant to Chapter 163 or Section 374.984(6)(a), F.S. District staff will identify these applications and present them to the Board for their determination as to funding. Interlocal agreement projects shall comply with all other provisions of this rule, except for pre-agreement expenses, permitting and property control requirements.

(8) Application Presentations: Applications determined to be complete and in compliance with this rule will be forwarded to the Board for review and then scheduled for presentation to the Board at a scheduled meeting of the Board. Applicants can decline to make a presentation to the Board by submitting a written request.

(9) Application Evaluation and Rating Score: Following the presentations, the Board will review the applications and evaluate them using FIND Form 25-15 Waterways Assistance Program Application and Evaluation Worksheets. The total points awarded to each application by the Commissioners will be averaged to determine an application's final rating score. The final rating score for each application must equal or exceed 35 points for the application to be considered for funding assistance. Reconsideration of any application with a final rating score of less than 35 points will only occur if the majority of the Commissioners evaluating the project rated the project equal to or exceeding 35 points and two-thirds of the Commissioners vote for reconsideration of the application.

(10) Funding Determination: The Board will hold a funding allocation meeting at which time the Board will determine the allocation of funds, if any, to each project and the projects will be ranked by overall average score to facilitate final funding decisions by the Board. Allocations will be based in part upon the cumulative score of the applications as calculated from the Project Evaluation and Rating Form. Allocations will also be based upon the specific needs of the individual counties.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 4-12-95, Formerly 16T-2.006, Amended 5-25-00, 3-21-01, 7-30-02, 3-20-03, 4-21-05, 4-24-06, 4-15-07, 3-25-08, 3-7-11, 1-27-14, 5-14-25.

66B-2.0061 Disaster Relief Applications.

Disaster Relief applications may be submitted to the District and considered by the Board at any time during the year to provide assistance to an eligible applicant for the removal of navigation obstructions and repair or replacement of waterway facilities damaged by a declared natural disaster. Applicants for Disaster Relief shall use the same forms listed in subsection 66B-2.006(2), F.A.C. The District shall consider these applications in accordance with these rules.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 6-24-93, Amended 2-6-97, Formerly 16T-2.0061, Amended 4-24-06, 3-25-21.

66B-2.007 Application Form.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, 2-3-94, 4-12-95, Formerly 16T-2.007, Repealed 7-30-02.

66B-2.008 Project Eligibility.

(1) Eligible Projects: Financial assistance and support through this program shall be used to plan or carry out public navigation and anchorage management, public recreation, environmental education, boating safety, acquisition and development of spoil sites

and publicly owned commercial/industrial waterway access directly related to the waterways, acquisition and development of public boat ramps, launching facilities and boat docking and mooring facilities, inlet management, maritime management planning, environmental mitigation and beach renourishment.

(a) Program funds may be used for projects such as acquisition, planning, development, construction, reconstruction, extension, or improvement, of the following types of projects for public use on land and water. These project types will be arranged into a priority list each year by vote of the Board. The priority list will be distributed to applicants with the project application.

1. Public navigation channel dredging,
2. Public navigation aids and markers,
3. Inlet management projects that are a benefit to public navigation in the District,
4. Public shoreline stabilization directly benefiting the District's waterway channels,
5. Acquisition and development of publicly owned spoil disposal site and public commercial/industrial waterway access,
6. Waterway signs and buoys for safety, regulation or information,
7. Acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities,
8. Acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities,
9. Derelict Vessel Removal,
10. Waterways related environmental education programs and facilities,
11. Public fishing and viewing piers,
12. Public waterfront parks and boardwalks and associated improvements,
13. Maritime Management Planning,
14. Waterways boating safety programs and equipment,
15. Beach renourishment on beaches adversely impacted by navigation inlets, navigation structures, navigation dredging, or a navigation project; and,
16. Environmental restoration, enhancement or mitigation projects; and,
17. Other waterway related projects. Waterway projects that do not meet specific criteria in subsection 66B-2.005(5) or (6) or subparagraphs 66B-2.008(1)(a)1.-16., F.A.C., but are located on eligible waterways shall be considered for funding under the priority listing of "other waterway related project" and eligible for 25% funding except that a county with a population under 250,000 according to the Florida Office of Economic and Demographic Research shall be eligible for 50% funding for navigation dredging projects. In addition, navigation dredging projects in man-made canals shall require the following:

a. the local government sponsor shall have an approved placement facility for storage, processing and/or disposal of dredged material;

b. the local government sponsor shall establish a long term dredge material management plan for the public man-made canals in its jurisdiction; and

c. the local government sponsor shall provide at least fifty percent (50%) of the required matching funds through general taxes or special assessment of the benefitted properties.

(b) Ineligible Projects or Project Elements. Project costs ineligible for program funding or matching funds will include: contingencies, miscellaneous, reoccurring personnel related costs, irrigation equipment, ball-courts, park and playground equipment, and any extraneous recreational amenities not directly related to the waterway such as the following:

1. Landscaping that does not provide shoreline stabilization or aquatic habitat,
2. Restrooms for non-waterway users,
3. Roadways providing access to non-waterway users,
4. Parking areas for non-waterway users,
5. Utilities for non-waterway related facilities,
6. Lighting for non-waterway related facilities,
7. Project maintenance and maintenance equipment,
8. Picnic shelters and furniture for non-waterway related facilities,
9. Vehicles to transport vessels; and,
10. Operational items such as fuel, oil, etc.
11. Office space that is not incidental and necessary to the operation of the main eligible public building; and,
12. Conceptual project planning, including: public surveys, opinion polls, public meetings, organizational conferences; and,

13. Inlet maintenance.

(c) Project Elements with Eligibility Limits: Subject to approval by the Board of an itemized expense list:

1. The following project costs will be eligible for program funding or as matching funding if they are performed by an independent contractor:

a. Project management, administration and inspection,

b. Design, permitting, planning, engineering or surveying costs for completed construction project,

c. Restoration of sites disturbed during the construction of an approved project,

d. Equipment costs.

Before reimbursement is made by the District on any of the costs listed in subparagraph 1., above, a construction contract for the project, approved and executed by the project sponsor and project contractor must be submitted to the District.

2. Marine fire-fighting, Marine law enforcement and other vessels are eligible for a maximum of $125,000 in initial District funding. All future replacement and maintenance costs of the vessel and related equipment will be the responsibility of the applicant.

3. Waterway related environmental education facility funding will be limited to those project elements directly related to the District's waterways.

(d) Phasing of Projects: Applications for eligible waterway projects may be submitted as a phased project where Phase I will include the design, engineering and permitting elements and Phase II will include the construction of the project. A description and cost estimate of the Phase II work shall be submitted along with the Phase I application for Board review.

(2) Property Control: The site of a proposed land-based development project, with the exception of those projects requesting Small-Scale Spoil Island Restoration and Enhancement funding, shall be dedicated for the public use for which the project was intended for a minimum period of 35 years after project completion. Such dedication shall be in the form of a deed, lease, management agreement or other legally binding document and shall be recorded in the public property records of the county in which the property is located. Any change in such dedication shall require the prior approval of the District. This property control requirement also applies to a project site owned by another governmental entity. The governmental entity that owns the project site may be joined as a co-applicant to meet this property control requirement. Existing land based development projects that are being repaired, replaced or modified must demonstrate that the project site has been dedicated for public use with at least 10 years remaining on the dedication document. Property shall also be deemed dedicated for public use if:

(a) The property has been designated for the use for which the project is intended (even though there may have been no formal dedication) in a plat or map recorded prior to 1940, or

(b) The project sponsor demonstrates that it has had exclusive control over the property for the public use for which the project is intended for a period of at least 30 years prior to submission of the application, or

(c) There is no ongoing litigation challenging the designated use of the property as shown on the plat or map, nor has there been any judicial determination contrary to the use by the public for the use shown on the plat or map.

(3) Permits: The project sponsor is responsible for obtaining and abiding by any and all federal, state and local permits, laws, proprietary authorizations and regulations in the development and operation of the project. Applicants for construction projects that include elements that require state or federal environmental permits or proprietary authorizations will demonstrate that all required environmental permitting and authorizations will be completed by the third Monday in September. This demonstration will be by submission of the required environmental permit(s) and authorizations, or by submission of a letter from the agency(s) stating that a permit or authorization is not required. Failure to timely submit the required environmental permits and authorizations or letters stating such permits or authorizations are not required shall result in the application not being considered for funding.

(4) Public Marina Qualifications: All public marina projects funded through this program shall include sewage pumpout facilities for vessels, unless the applicant can demonstrate that inclusion of such a facility is physically, operationally or economically impracticable. All public marina projects funded through this program shall have at least ten percent (10%) of their slips or mooring areas available for transient vessels. Public marina dockage rates shall be within market comparison of the dockage rates of other area marinas. The public marina will be required to establish and maintain an accounting of the funds for the facility and shall plan for and retain at all times sufficient funds for the on-going maintenance of the facility during its project life.

(5) The District may assist eligible local governments with efforts to prepare and implement a comprehensive maritime management plan. The plan shall be utilized by the eligible government to promote and maximize the public benefit and enjoyment of eligible waterways, while identifying and prioritizing the waterway access needs of the community. The plan should not duplicate any existing or ongoing efforts for the same waterway or water shed, nor shall the District participate in any effort that does not

address the basic maritime needs of the community.

(a) Existing plans may be updated at reasonable intervals or amended to include waterway areas previously not included in the original effort. Public, government, environmental, industry and other pertinent interest groups shall be solicited and included for input in the planning process.

(b) The plan shall be utilized as a tool to provide a minimum 5-year planning analysis and forecast for the maritime needs of the community, and shall include, at minimum, the following:

1. Public boat ramp and ramp parking inventory and analysis.
2. Public mooring and docking facility analysis, including day docks and transient slips.
3. Commercial and working waterfront identification and needs analysis.
4. The identification, location, condition and analysis of existing and potential navigation channels.
5. An inventory and assessment of accessible public shorelines.
6. Public Waterway transportation needs.
7. Environmental conditions that affect boat facility siting, a current resource inventory survey, and restoration opportunities.
8. Economic conditions affecting the boating community and boating facilities.
9. Acknowledgment and coordination with existing data and information, including an emphasis on the Intracoastal Waterway.

(c) Projects requested for assistance program funding shall be consistent with the applicant's maritime management plan. The applicant should utilize the plan to assist in prioritizing waterway improvement projects.

(6) All eligible environmental restoration, enhancement or mitigation projects as well as the environmental restoration, enhancement or mitigation components of other types of projects shall be required to pursue and assign any available mitigation credits to the District for that share of the project funded through the District's Assistance Program. All eligible environmental restoration, enhancement or mitigation projects shall provide public access where possible.

(7) Final Decisions: The Board will make all final decisions on the eligibility of a Project or specific project costs.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1)-(3) FS. History–New 12-17-90, Amended 9-2-92, 6-24-93, 2-3-94, 4-12-95, 9-5-96, 2-6-97, Formerly 16T-2.008, Amended 5-17-98, 3-31-99, 5-25-00, 3-21-01, 7-30-02, 3-20-03, 3-3-04, 4-15-07, 3-25-08, 4-1-09, 2-22-10, 3-7-11, 3-7-12, 1-27-14, 2-17-15, 2-21-16, 3-25-21, 3-9-23, 3-11-24, 1-26-26.

66B-2.009 Project Administration.

The District will appoint a project manager who shall be responsible for monitoring the project and the project agreement. The project manager shall also be responsible for approving all reimbursement requests. The project sponsor shall appoint a liaison agent, who will be a member of the eligible applicant's staff, to act on its behalf in carrying out the terms of the project agreement. Administration of the project will be as follows:

(1) Project Agreement: For each funded project, the District and the project sponsor will enter into a project agreement. The project agreement shall be executed and returned by the project sponsor within six (6) months of the approval of the project funding and prior to the release of program funds, setting forth the mutual obligations of the parties concerning the project. The project agreement shall incorporate the applicable policies and procedures of the program as outlined in this rule. Project agreements will be for a two-year period with the possibility for one, one-year extension. Any request for a one-year extension of funding shall require submittal by the project sponsor of a request for extension to the District no later than July of fiscal year two of the approved project. This request will then be considered by the District Board, whose decision shall be final. In review of these requests, the Board will take into consideration the current status and progress of the project and the ability of the applicant to complete the project within one additional year. For projects in the categories of: (i) acquisition of public commercial/industrial waterway access; (ii) acquisition, dredging, shoreline stabilization and development of public boat ramps and launching facilities; (iii) acquisition, dredging, shoreline stabilization and development of public boat docking and mooring facilities; (iv) public fishing and viewing piers; (v) and public waterfront parks and boardwalks and associated improvements; the project agreement shall include a provision that in the event the project sponsor initiates, applies for, adopts, approves, or otherwise implements any new or expanded restrictions on public boating access in proximity to the project ("Public Boating Restrictions') during the project period, or for a period of tweny (20) years following completion of the project, without the prior written consent of the District, the project sponsor shall immediately refund the full assistance amount awarded under the agreement. Public Boating Restrictions under this rule shall include, but are not limited to, restrictions or limitations on operating, anchoring, vessel size or type, public access, mooring, or other navigational uses not previously in effect as of the date of the agreement. The distance from the project that Public Boating

Restrictions shall require a refund will be determined on a case-by-case basis taking into account the nature of the project and the distance from the channel of the Intracoastal Waterway.

(2) Matching Funds: The project sponsor shall clearly identify and enumerate the amount and source of the matching funds it will be using to match the program funds supplied by the District for an approved project. The project sponsor shall provide suitable evidence that it has the matching funds available at the time the project agreement is executed.

(3) Agreement Modification: All proposed changes to the project agreement must be submitted to the District in writing by the project sponsor accompanied by a statement of justification for the proposed changes. All project agreement amendments shall be approved by the District Board, except that the Executive Director may approve a minor project agreement amendment for a project within a county with the local District commissioner's concurrence. A minor project amendment shall not change the approved project's category, result in a reallocation of more than 35% of the approved funding of the project among project elements, nor allow for a greater than 35% change in the project scale or scope of work. Project agreement amendments will not include a change to the approved project's location or a change in the approved project's purpose or project type. Agreed changes shall be evidenced by a formal amendment to the project agreement and shall be in compliance with these rules.

(4) Project Reporting: The liaison agent will submit quarterly reports to the project manager summarizing the work accomplished since the last report, problems encountered, percentage of project completion and other appropriate information. These reports shall continue throughout the length of the project period until completion of the project. The report shall be submitted on FIND Form 25-40, Assistance Program Project Quarterly Status Report, (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18986 and available from the District office. A Final Project Report shall be submitted at the completion of the project and shall at minimum include: project summary, photo of completed project, final cost, project benefits to the waterway and location address.

(5) Reimbursement Requests: The liaison agent may submit periodic reimbursement requests during the project period in accordance with Rule 66B-2.011, F.A.C. The project manager will approve or disapprove all reimbursement requests. The final payment of program funds will be made upon certified completion of the project by the District.

(6) Project Inspection: Upon reasonable request, the project manager shall have the right to inspect the project and any and all records relating to the project.

(7) Project Completion: The project shall be completed within three (3) years of the date of the beginning of the District's first fiscal year for which the project was approved. If the completion of a project is impacted by a declared state of emergency and the Board waives this rule section, the extension of time granted shall not exceed one additional three (3) year period.

(8) Project Completion Requirements: Upon completion of the project, the liaison agent shall provide the following to the project manager:

(a) FIND Form No. 25-45 Project Completion Certificate (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18987 and available from the District office, which certifies that the project was completed in accordance with the project agreement and the final project plans.

(b) A final reimbursement request accompanied by all required billing statements and vouchers.

(c) Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.

(d) Photograph(s) of the completed project clearly showing the program improvements.

(9) Project Completion Review: The project manager will review the project completion package and will authorize or reject the final reimbursement payment which will include all retained funds from previous requests.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.009, Amended 3-21-01, 7-30-02, 3-7-11, 1-27-14, 3-25-21, 1-26-26.

66B-2.010 Project Agreement.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 9-5-96, Formerly 16T-2.010, Amended 3-21-01, Repealed 7-30-02.

66B-2.011 Reimbursement.

The District shall release program funds in accordance with the terms and conditions set forth in the project agreement. This release of program funds shall be on a reimbursement only basis. The District shall reimburse the project sponsor for project costs expended on the project in accordance with the project agreement. Project funds to be reimbursed will require the submission of a Payment

Reimbursement Request Form and required supporting documents submitted on FIND Form No. 25-50 Payment Reimbursement Form (effective date 1-1-26), hereby incorporated by reference at https://flrules.org/Gateway/reference.asp?No=Ref-18988 and available from the District office.

(1) Authorized Expenditures: Project funds shall not be spent except as consistent with the project agreement cost estimate that was approved by the Board, which shall be an attachment to the project agreement. This cost estimate will establish the maximum funding assistance provided by the District and the percentage of funding provided by each party to the project. The District will pay the lesser of:

(a) The percentage total of project funding that the Board has agreed to fund, or

(b) The maximum application funding assistance amount.

(2) Phase I Reimbursement: In accordance with these rules, reimbursement cannot be made on a Phase I application until a construction contract is executed by the applicant for the construction phase of the project. If the Phase I project is completed but a construction contract is not executed by the three (3) year project deadline, then the District shall only allow one (1) year from the Phase I project deadline to enter into the required construction contract before the Phase I funding is cancelled.

(3) Reimbursement Requests: All project costs shall be reported to the District and summarized on the Reimbursement Request Form. All requests for reimbursement shall include supporting documentation such as billing statements for work performed and cancelled payment vouchers for expenditures made.

(4) Retainage: The District shall retain ten percent (10%) of all reimbursement payments until final certification of completion of the project. The District shall withhold any reimbursement payment, either in whole or part, for non-compliance with the terms of this agreement.

(5) Check Presentations: A District representative shall present the final reimbursement check to the project sponsor during a public commission meeting or public dedication ceremony for the project facility.

(6) Recovery of Additional Project Funding: If the project sponsor receives additional funding for the project costs from another source that was not identified in the original application and that changes the agreement cost-share percentage, the project sponsor shall proportionately reimburse the District's program funds equal to the cost-share percentage in the approved project agreement. The project sponsor shall promptly notify the District of any project payments it receives from a source other than the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Amended 6-24-93, Formerly 16T-2.011, Amended 3-31-99, 7-30-02, 3-7-11, 1-26-26.

66B-2.012 Accountability.

The following procedures shall govern the accountability of program funds:

(1) Accounting: Each project sponsor is responsible for maintaining an accounting system which meets generally accepted accounting principles and for maintaining such financial records as necessary to properly account for all program funds.

(2) Quarterly Reports: The project sponsor shall submit quarterly project status reports to FIND in accordance with subsection 66B-2.009(4), F.A.C.

(3) Completion Certification: All required final completion certification documents and materials as outlined in subsection 66B-2.009(8), F.A.C., of this rule shall be submitted to the District prior to final reimbursement of program funds.

(4) Auditing: All project records including project costs shall be available for review by the District or by an auditor selected by the District for 3 years after completion of the project. Any such audit expenses incurred shall be borne entirely by the project sponsor.

(5) Project Records: The project sponsor shall retain all records supporting project costs for three years after either the completion of the project or the final reimbursement payment, whichever is later, except that should any litigation, claim, or special audit arise before the expiration of the three year period, the project sponsor shall retain all records until the final resolution of such matters.

(6) Repayment: If it is found by any State, County, FIND, or independent audit that program funds have not been used in accordance with this rule and applicable laws, the project sponsor shall repay the misused program funds to the District.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.012, Amended 7-30-02.

66B-2.013 Acknowledgement.

The project sponsor shall erect a permanent sign, approved by the District, at the entrance to the project site which indicates the

District's participation in the project. This sign shall contain the FIND logo. In the event that the project sponsor erects a temporary construction sign, this sign shall also recognize the District's participation. If the final product of the project is a report, study or other publication, the District's sponsorship of that publication shall be prominently indicated at the beginning of the publication. If the project results in an educational display, the District's logo and a statement of the District's participation in the project shall be contained in the display.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 12-17-90, Formerly 16T-2.013, Amended 2-22-10.

66B-2.014 Small-Scale Spoil Island Restoration and Enhancement Projects.

Proposals shall be accepted for the restoration or enhancement of spoil islands and natural islands within the District's waterways for recreational, navigational, educational, and environmental purposes. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – A Request for Proposals procedure will be used to request proposals for consideration. Proposals shall follow the format described in FIND Document #03-02 Call for Proposals – Small-Scale Spoil Island Restoration and Enhancement Program (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18990 and available from the District office. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Matching Funds: Small-scale spoil island restoration and enhancement may qualify for up to ninety percent (90%) program funds. The applicant's ten percent (10%) matching funds may include in-kind contribution pursuant to paragraph 66B-2.014(4)(b), F.A.C.

(3) Eligibility: All proposals must meet the following eligibility criteria to be considered for funding:

(a) Management Plan Compliance: Projects shall be in compliance with the provisions of any Spoil Island Management Plans or other management plans that govern the Project site.

(b) Property Control: The Project Sponsor must have written property rights on the Project site to construct and maintain the Project for a minimum of five years. Such property rights can be in the form of a lease, interlocal agreement, use agreement or other legal form approved by the District. The applicant shall include a map clearly delineating the location of all proposed work included in the application.

(4) Funds Allocation: Funds shall be allocated pursuant to Rule 66B-2.005, F.A.C., subject to the exceptions identified in this rule, and with the following additions:

(a) The District shall fund a maximum of up to $20,000 per project, not to exceed $60,000 per County, per fiscal year.

(b) The Project Sponsor may contribute in-kind construction labor; such in-kind construction labor costs will be valued at the Independent Sector estimated national value of each volunteer hour. No administrative costs can be incorporated into the Project as Project costs.

(c) The funding provided by the District shall only be allocated for specific Project expenses such as construction materials, trash removal and management, sign installation, plant materials, herbicides, etc. The funding provided by the District shall not be allocated for parties, food or beverages.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 7-30-02, Amended 4-24-06, 3-7-11, 3-25-21, 3-11-24, 5-14-25, 1-26-26.

66B-2.015 Small-Scale Derelict Vessel Removal Projects.

Proposals shall be accepted for financial assistance for the removal of derelict vessels as defined in section 823.11, Florida Statute, within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure – Applications shall be submitted on a completed FIND Form No. 05-01 Small-Scale Derelict Vessel Removal Program Application (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18991 and available from the District office, and FIND Form No. 01-06 Small-Scale Derelict Vessel Removal Program – Project Cost Estimate (effective date 1-1-26), hereby incorporated by reference at http://flrules.org/Gateway/reference.asp?No=Ref-18992 and available from the District office. Applications may be submitted to the District and considered by the Board at any time during the year.

(2) The District shall only fund applicants that have identified derelict vessels to be removed and have a current bid for removal

for such vessels, or have completed the removal of such vessels within the 6 months preceding the application, subject to eligibility under these program rules.

(3) The program must be sponsored by an eligible government agency or not-for-profit organization.

(4) District funding shall be limited to $150,000.00 per county, per year, provided on a reimbursement basis only. The limitation on pre-agreement expenses may be waived by the Board in accordance with subsection 66B-2.005(3), F.A.C.

(5) The eligible applicant must provide the remaining matching funds for project completion. In no case shall the District's cost-share contribution exceed 75% of the total project costs. In-house project management or administration costs are not eligible costs or matching costs.

(6) The derelict vessel must be located in the District's Waterways, as defined in Rule 66B-2.003, F.A.C. The applicant shall include a map clearly delineating the location of all vessels included in the application.

(7) The District shall be recognized when possible in all written, audio or video advertising and promotions as a participating sponsor of the program.

(8) The funding provided by the District shall only be allocated for removal of derelict vessels. The District is providing program reimbursement funds only and shall be held harmless with regards to the activities initiated by the applicant.

(9) The applicant shall be responsible for all maintenance, management, disposal and operating expenses associated with the program.

(10) Funds derived from the sale of any derelict vessels or vessel parts removed through this grant program must be reinvested into the applicant's derelict vessel removal program.

(11) The District Board shall make all final decisions concerning the provision of funding for this program.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 4-24-06, Amended 4-15-07, 3-25-08, 3-7-11, 1-27-14, 3-25-21, 3-9-23, 3-11-24, 1-26-26.

66B-2.016 Waterways Cleanup Events.

Proposals shall be accepted for financial assistance for the organized removal of refuse within the District's waterways. The applicable provisions of this rule apply to these applications with the following additions or exceptions:

(1) Application Procedure: Prior to the event, a request for funding shall be submitted to the District by means of a cover letter detailing the occurrence of the cleanup, contact information, a map of the cleanup locations and the general parameters of the event. In addition, the Applicant will submit a detailed budget clearly delineating the expenditure of all District funds, as well as the overall general budget of the event. Proposals may be submitted to the District and considered by the Board at any time during the year.

(2) Availability: The District shall fund a maximum of one clean-up program per waterway, per year within a county, with exception to the provisions of subsections (8) through (10), below.

(3) Applicant Eligibility: The clean-up program must be sponsored by a government agency or a registered not-for-profit corporation.

(4) Funding: District funding shall be limited to $5,000 per waterway, per county, except for the provisions of subsections (8) through (10), below.

(5) The District shall be recognized in all written, online, audio or video advertising and promotions as a participating sponsor of the clean-up program.

(6) Funding Eligibility: The funding provided by the District shall only be allocated to reimburse the applicant for out of pocket expenditures related to specific cleanup program expenses such as trash bags, trash collection, haul and landfill fees, gloves, advertising, T-shirts, and related expenses. The funding provided by the District shall not be allocated for parties, meetings, food or beverages.

(7) The District Board shall make all final decisions concerning the provision of funding for a clean-up program.

In addition to the requirements stated above, a cleanup program implementing all of the following additional incentives will qualify for up to additional $5,000 in clean up funds.

(8) The clean-up program budget must provide equal or greater matching funds for all Navigation District funding.

(9) The applicant shall tally and report the composition and location of the waterway-related debris, with the goal to show definitive progress in the amount of refuse collected, a reduction in the overall debris in the waterway, or an increase in the number of additional waterway areas included in the clean up.

(10) For each additional $1,000 in Navigation District funding, the applicant shall coordinate a minimum of one waterway

collection point or clean up area, or an applicant can conduct an additional waterway cleanup program for the waterway areas.

Rulemaking Authority 374.976(2) FS. Law Implemented 374.976(1) FS. History–New 3-7-11.

EXHIBIT C

FLORIDA INLAND NAVIGATION DISTRICT

ASSISTANCE PROGRAM

Matching Funds Certification

Sponsor:_____

Project Title:_____ Project #:_____

Source of Matching Funds: _____
_____

Amount of Matching Funds: _____
_____

I hereby certify that the above referenced project Sponsor, as of October 01, 20__, has the required matching funds for the accomplishment of the referenced project in accordance with the Waterways Assistance Program Project Agreement between the Florida Inland Navigation District and the Sponsor, dated _____.*

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT D

FLORIDA INLAND NAVIGTION DISTRICT

PAYMENT REIMBURSEMENT REQUEST FORM

Project Number and Project Name:	
Project Sponsor (Grantee):	
Reimbursement Request # (or final):	
Grant Amount	
Previous Total Payments	
Previous Total Retainage Held by FIND	
Available Balance	$ 0.00
Funds Requested for this Payment	
10% FIND Retainage (Unless Final)	
Check Amount	$ 0.00
Grant Amount	$ 0.00
All Payments + All FIND Paid Retainage	$ 0.00
Remaining Balance	$ 0.00

Notes for clarification of this Reimbursement Request:

SCHEDULE OF EXPENDITURES (Should correspond to Project Agreement Exhibit A)

Expense Description	Vendor Name	Check No.	Invoice #	Total Cost	Applicant Cost	FIND Cost

EXHIBIT E

FLORIDA INLAND NAVIGATION DISTRICT ASSISTANCE PROGRAM

Project Completion Certification

Sponsor:_____

Project Title:_____ Project #:_____

I hereby certify that the above referenced project was completed in accordance with the Assistance Program Project Agreement between the Florida Inland Navigation District and _____, dated _____, 20_____, and that all funds were expended in accordance with Exhibit "A" and Paragraph 1 of the Project Agreement. *

Project Liaison Name:_____

Project Liaison Signature:_____

Date:_____

*S. 837.06 Florida Statutes, False official statements. - Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 F.S.

EXHIBIT F

FLORIDA INLAND NAVIGTION DISTRICT

ASSISTANCE PROGRAM PROJECT QUARTERLY STATUS REPORT

Submitted by:	
Email:	

Project Number:	
Project Name:	
Project Sponsor (Grantee):	

1st Quarter (October to December)	Date Submitted:		5ŵẑŜ December 30th
Project Issues:			
2nd Quarter (January to March)	Date Submitted:		Due March 30th
Project Issues:			
3rd Quarter (April to June)	Date Submitted:		Due June 30th
Project Issues:			
4th Quarter (July to September)	Date Submitted:		Due September 30th
Project Issues:			

Percentage of total project completion:		Anticipated Project Completion Date:	

Please name the file attachment as follows:

Project #, Project Name, (1st, 2nd, 3rd, 4th) Quarter Report, Year
Example: DA-MI-25-499 Marine t l·ℕ⁀ Docks 4th Quarter Report 2026

FIND Form No. 25-40, 66B-2 (Effective Date: MπMπHC)

EXHIBIT G

FLORIDA INLAND NAVIGATION DISTRICT

ACH Authorization FORM

CREDIT/DEBIT AUTHORIZATION FORM

I (we) hereby authorize the Florida Inland Navigation District to initiate entries to my (our) checking /savings account at the financial institution listed below, and if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until the Florida Inland Navigation District is notified by me (us) in writing to cancel it in such time to afford the District and the financial institution a reasonable opportunity to act on it.

Project Number:	
Project Name:	

Financial Institution Information

Bank Name:			
Branch Address:			
		FL	
	City	State	Zip

Organization/Business/Agency Information

Name of Organization:			
Organization Address:			
	City	State	Zip

Name of Signer:			
Signature:		Date:	
Contact Phone #:			
Email Address:			

Financial Institution Routing Number:	

Checking/Savings Account Number:	

Federal Tax Identification Number:	

EXHIBIT H
ASSISTANCE PROJECT SCHEDULE

OCTOBER 2026- Project Agreement Executed, Project Initiates.

DECEMBER 30, 2026- First Quarterly Report Due· Use Quarterly Status Report Form Exhibit F: https://aicw.org/grant_and_assistance_programs/waterway_assistance_programs_wap/index.php

MARCH 30, 2027- Second Quarterly Report Due.

JUNE 30, 2027- Third Quarterly Report Due.

SEPTEMBER 30, 2027- Fourth Quarterly Report Due.

DECEMBER 30, 2027- Fifth Quarterly Report Due.

MARCH 30, 2028- Sixth Quarterly Report Due.

JUNE 30, 2028- Seventh Quarterly Report Due.

NOTE: If the project <u>will not</u> be completed and all close out paperwork submitted by September 30, 2028, a request for a 1-year extension of the completion date of the project should be submitted with the June 2028 quarterly report.

SEPTEMBER 1-30, 2028- Work on Closeout paperwork
Closeout paperwork consists of :

1. Project Completion Certificate, FIND Form No. 25-45 (Effective Date: 1-1-26), which certifies that the project was completed in accordance with the project agreement and the final project plans.
2. A final reimbursement request accompanied by all required supporting documentation including bills and canceled payment vouchers for expenditures.
3. Photograph(s) showing the installation of the sign required by Rule 66B-2.013, F.A.C.
4. Photograph(s) of the completed project clearly showing the program improvements. (jpg or tif format)
5. A Final Project Report (1-2 pages) that shall at minimum include: project name and address, project summary, final cost, and project benefits to the waterway.
6. ACH Authorization Form, Exhibit G, must be included in the closeout package for reimbursement processing.

SEPTEMBER 30, 2028 - End of Grant. All work must be completed and closeout paperwork submitted. October 2028- finish processing closeout paperwork, perform project inspection and submit final ACH reimbursement request and coordinates check presentation with sponsor.

***<u>NOTE</u>: ANY MODIFICATIONS** <u>to the PROJECT shall require advance notice and prior written approval of the District</u>. The appropriate timing for modifications to the project cost estimate, Exhibit A, would be after receipt of bids.*

***NON-COMPLIANCE by the PROJECT SPONSOR with the reporting schedule in Exhibit H may result in revocation of this agreement pursuant to Section 13 of the project agreement.**

EXHIBIT I

https://aicw.org/resources/logos.php



BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION RATIFYING THE AGREEMENT WITH ELEGANT KOSHER CATERING FOR CATERING SERVICES PROVIDED FOR THE VILLAGE'S 80TH ANNIVERSARY CELEBRATION IN AN AMOUNT NOT TO EXCEED $30,000.

Issue:

Should the Village Council ratify the agreement with Elegant Kosher Catering for catering services provided for the Village's 80th Anniversary Celebration in an amount not to exceed $30,000?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village engaged Elegant Kosher Catering for the November 1, 2026, 80th Anniversary Celebration, initially for 150 guests. Because the initial proposal was within the manager's authority, it was not necessary to bring to Council for approval. However, during the week of the event, RSVPs rapidly increased, requiring the catering scope to be expanded to 220 guests in order to ensure that residents wanting to attend the celebration were not turned away. The additional cost covered food for 70 additional guests, three additional servers, a second bar, two additional bartenders, and champagne toast service, bringing the total agreement to $30,000.

Due to the time constraints, the additional services were authorized to ensure adequate food, staffing, and beverage capacity for the event. The item is now presented to the Village Council for formal ratification.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$30,000	Resort Tax – Special Events	10-72-504853

Sign off:

Recreation, Arts & Culture Director	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: November 17, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE AGREEMENT WITH ELEGANT KOSHER CATERING FOR CATERING SERVICES PROVIDED FOR THE VILLAGE'S 80TH ANNIVERSARY CELEBRATION IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS ($30,000); AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

As part of Bal Harbour Village's 80th Anniversary commemorations, the Village hosted a signature celebration on November 1, 2026, at Bal Harbour Waterfront Park. The event included an elegant reception, live entertainment, and programming recognizing the Village's history and legacy.

In preparation for the event, the Village requested a proposal from Elegant Kosher Catering to provide catering services for approximately 150 guests. During the week immediately preceding the event, RSVP counts continued to increase and ultimately exceeded 200 attendees. To ensure adequate food, staffing, and beverage service for the anticipated attendance, staff contacted Elegant Kosher Catering and negotiated an expanded scope to accommodate up to 220 guests.

The expanded scope resulted in an additional cost, bringing the total cost of catering services to $30,000. Because the increased attendance became apparent only days before the event, the revised services had to be authorized promptly so the caterer could secure the necessary food, staffing, bar service, and event resources. The agreement is therefore being presented to the Village Council for formal ratification.

ANALYSIS

Elegant Kosher Catering's original scope was based on service for 150 guests. Since the proposal was within the manager's authority, it was not necessary to bring the item to Council for approval. However, as RSVPs increased to more than 200 in the days leading up to the event, the Village negotiated an expanded scope to accommodate up to 220

guests. The additional scope included hors d'oeuvres for 70 additional guests, three additional servers, a second bar, two additional bartenders, and champagne toast service, bringing the total catering agreement to $30,000.

The additional food, service staff, and bar capacity were necessary to appropriately accommodate the increased attendance and maintain the service level planned for the anniversary celebration. Because the increased RSVP count became known immediately before the November 1 event, the expanded services had to be authorized so the caterer could secure the necessary food, staffing, and equipment. Ratification of the agreement will formally approve the catering services provided and the associated expenditure.

Funds were budgeted and available within the resort tax fund for this service.

THE BAL HARBOUR EXPERIENCE

This item supports the Bal Harbour Experience by providing a high-quality hospitality experience for the Village's 80th Anniversary Celebration, a milestone event designed to bring the community together while honoring Bal Harbour's history and legacy. The expanded catering services ensured that the event could appropriately accommodate the increased number of residents and guests in attendance.

CONCLUSION

The increase in RSVPs immediately preceding the November 1 celebration required the Village to expand the catering scope from 150 to 220 guests, resulting in a final agreement amount of $30,000. Council is asked to ratify the agreement with Elegant Kosher Catering for services provided for the Village's 80th Anniversary Celebration. I, therefore, recommend approval of this Resolution.

Attachments:

1. Elegant Kosher Catering Agreements (Original and Addon)

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, RATIFYING THE AGREEMENT WITH ELEGANT KOSHER CATERING FOR CATERING SERVICES PROVIDED FOR THE VILLAGE'S 80TH ANNIVERSARY CELEBRATION IN AN AMOUNT NOT TO EXCEED THIRTY THOUSAND DOLLARS ($30,000); AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT THE TERMS OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village (the "Village") hosted its 80th Anniversary Celebration on November 1, 2026, at Bal Harbour Waterfront Park and, in preparation for the event, engaged Elegant Kosher Catering to provide catering services for approximately 150 guests; and

WHEREAS, during the week immediately preceding the event, RSVPs rapidly increased, requiring the Village to expand the catering scope to accommodate up to 220 guests, with an additional cost associated for food, additional service staff, a second bar and bartenders, and champagne toast service, bringing the total agreement amount to thirty thousand dollars ($30,000); and

WHEREAS, due to the timing of the increased attendance and the need to ensure adequate food, staffing, and beverage service for the November 1 event, the expanded catering services were authorized prior to formal consideration by the Village Council; and

WHEREAS, the Village Council desires to ratify the agreement with Elegant Kosher Catering, attached hereto as Exhibit "A," and authorize the Village Manager and/or designee to implement its terms.

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

Section 1. Recitals Adopted. The above stated recitals are hereby adopted and confirmed as true and correct and are incorporated herein by this reference.

Section 2. **Ratification of Agreement.** The Village Council hereby ratifies the agreement with Elegant Kosher Catering, attached hereto as Exhibit "A," for catering services provided for the Village's 80th Anniversary Celebration in an amount not to exceed thirty thousand dollars ($30,000).

Section 3. **Expenditures Approved.** The Village Council hereby approves the expenditure of funds in an amount not to exceed thirty thousand dollars ($30,000) for the catering services provided pursuant to the agreement.

Section 4. **Implementation.** The Village Council hereby authorizes the Village Manager and/or designee to take all actions necessary to implement the terms of the agreement and to process payment in accordance with its terms.

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

PASSED AND ADOPTED this 17th day of November, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Contract

Billing Address	18 Bal Bay Dr, Bal Harbour, FL 33154, Ba	Event Date	11/1/2026 (Sun)
Party Name	Black-tie Gala	Event #	E01300
Billing Address	18 Bal Bay Dr, Bal Harbour, FL 33154, Ba	Guests	150 (Gtd)
Telephone	(954) 598-5723	Booking Contact	,
Fax		Site Contact	,
Sales Rep		Theme	

Site Locations

Site Name	Site Address
Bal Harbour community center Directions	18 Bal Bay Dr, Bal Harbour, FL 33154, ,

Venue

Description	Type	Start	End	Serving	Banquet Room	Setup Style
		6:00 pm	9:00 pm	NA		

Food/Service Items

Food/Service Items	Price	Qty	Total
Guest		150	
Menu		1	
Event Pricing		1	
Menu balance 18 Bal Bay Dr, Bal Harbour, FL 33154	20,000.00	1	20,000.00

Notes

Black-tie Gala- Servers to dress appropriately !!!

Elegant Kosher Catering &
Event.

Subtotal	20,000.00	Paid	0.00	Pay Method	Card Number
Taxes (7%)	0.00	Balance	20,000.00	Card Type	Expires
Serv Chg (0%)	0.00			Card Holder	
Total Value	20,000.00			Signature	

Catering remains the right to change prices at any time before final booking or deposit.
Invoice based on a minimum amount of guest quoted any change may cause additional charge.
Deposit of 10% of the anticipated total or the minimum charge (whichever is greater) is required to confirm your booking.

All payments made by credit card will be subject to a non cash payment adjustment since all pricing that is quoted on proposals and invoices is already cash/cheque discounted (4%)

Please remit the "Total Balance Due" within 7 business days of the Event Date

Gratuity for the staff is always welcome.

Thank you for this opportunity to serve you.

Contract

Billing Address	18 Bal Bay Dr, Bal Harbour, FL 33154, Ba	Event Date	11/1/2026 (Sun)
Party Name	Gala	Event #	E01317
Billing Address	18 Bal Bay Dr, Bal Harbour, FL 33154, Ba	Guests	70 (Gtd)
Telephone	(954) 598-5723	Booking Contact	,
Fax		Site Contact	,
Sales Rep		Theme	

Site Locations

Site Name	Site Address
Bal Harbour community center Directions	18 Bal Bay Dr, Bal Harbour, FL 33154, ,

Venue

Description	Type	Start	End	Serving	Banquet Room	Setup Style
		6:00 pm	9:00 pm	NA		

Food/Service Items

Food/Service Items	Price	Qty	Total
Last minute guest count increase		1	
menu for 70 extras		70	
Servers		3	
Bar		1	
Bar Tenders		2	
Champagne toast		1	
Event pricing	10,000.00	1	10,000.00

Subtotal	10,000.00	Paid	0.00	Pay Method	Card Number
Taxes (7%)	0.00	Balance	10,000.00	Card Type	Expires
Serv Chg (0%)	0.00			Card Holder	
Total Value	10,000.00			Signature	

Catering remains the right to change prices at any time before final booking or deposit.
Invoice based on a minimum amount of guest quoted any change may cause additional charge.
Deposit of 10% of the anticipated total or the minimum charge (whichever is greater) is required to confirm your booking.

All payments made by credit card will be subject to a non cash payment adjustment since all pricing that is quoted on proposals and invoices is already cash/cheque discounted (4%)

Please remit the "Total Balance Due" within 7 business days of the Event Date

Gratuity for the staff is always welcome.

Thank you for this opportunity to serve you.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES TO MODIFY PROCEDURES AND REGULATIONS APPLICABLE TO THE ARCHITECTURAL REVIEW BOARD.

Issue:

Should the Village Council approve the proposed Ordinance, intended to modify the scope of when ARB Certificates of Appropriateness are required, and when the Building Official may approve projects without such approvals.

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Following discussion by the Village Council at its August 2026 Council retreat, the proposed Ordinance clarifies the public view criteria as they apply to applications in OF, PD and RM-5 zoning districts (the districts fronting Collins Avenue). In those districts, enactment of this Ordinance would mean that only applications that are visible from Collins Avenue, 96th Street, any public or private street located to the rear of the property, the 102nd Street Beach Access Path, the Cutwalk along Baker's Haulover Inlet, or from the public paths along the beach will require ARB review and approval of a Certificate of Appropriateness.

The proposed Ordinance would amend Section 2-75(c)(3) to establish an additional exemption from the Certificate of Appropriateness requirement for applications in the OF, PD, and RM-5 zoning districts that are not visible from these identified streets and public paths. Such applications may be reviewed administratively by the Building Official, subject to all other applicable Village regulations.

The principal substantive change in the proposed Ordinance is to define and narrow the public view criteria in the OF, PD and RM-5 districts. This exemption does not apply to any other zoning district within the Village. In determining visibility, the Building Official will disregard existing or proposed landscaping, removable screening, or other temporary or movable features that obstruct visibility, and such features may not be relied upon to avoid ARB review. By its nature, this change is not likely to affect substantial revisions to the facade of structures in these districts of the Village, as such changes would be visible from these public locations.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Sign off:

Building Director	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: November 17, 2026

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES TO FURTHER 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 recommend that the Village Council adopt the proposed Ordinance in second reading amending Chapter 2 of the Code of Ordinances to modify procedures and regulations applicable to the Architectural Review Board (ARB).

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 establishes 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 when the Building Official may approve projects without such approvals. The current Code specifically covers "such portion of a building or structure as is designated to be open to view from a public street, place or way", thereby capturing applications for projects that can be viewed from the front, side, or rear of a property if there is a public street, place or way in those locations. Following discussion by the Village Council at its August 2026 Council retreat, this Ordinance clarifies the public view criteria as they apply to applications in OF, PD and RM-5 zoning districts (the districts fronting Collins Avenue). In those districts, enactment of this Ordinance would mean that only applications that are visible from Collins Avenue, the public paths along the beach, or the other streets and paths identified in the Ordinance will require ARB review and approval of a Certificate of Appropriateness.

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 Code 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 Code provides a very limited range of applications which the Building Official may administratively process without issuance of a Certificate of Appropriateness by the ARB. As relevant to this proposed Ordinance, the Code provides that the Building Official may approve the item if no "External Architectural Feature" is involved, as follows:

> **Section 2-75(c)(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 subsection 5.5-2(b) is involved in the work for which the building permit is sought; or
>
> **Section 5.5-2(b)** *External Architectural Feature*. The architectural style and general arrangements of such portion of a building or structure as is designated to be open to view from a public street, place or way, including the kind, color and texture of the building material of such portion and the type of window, doors, lights, attached or ground signs, and other fixtures appurtenant to such portion.

The proposed Ordinance would amend Section 2-75(c)(3) to establish an additional exemption from the Certificate of Appropriateness requirement for applications in the OF, PD, and RM-5 zoning districts. Under the proposed amendment, the Building Official may administratively review applications that are not visible from Collins Avenue, the public paths along the beach, or the other streets and paths identified in the Ordinance, subject to all other applicable Village regulations.

The principal substantive change in the proposed Ordinance is to define and narrow the public view criteria in the OF, PD and RM-5 districts. This exemption does not apply to any other zoning district within the Village. By its nature, this change is not likely to affect substantial revisions to the façade of structures in these districts of the Village – such changes would be visible from these public locations.

CHANGES SINCE FIRST READING

The Village Council approved the Ordinance on first reading on October 28, 2026. Based on the Council's discussion at that meeting, the following changes have been made for second reading and are shown in the Ordinance in highlighted double underline:

> **Additional public paths.** At the Council's direction, an application is now also subject to ARB review if it is visible from 96th Street, the 102nd Street Beach Access Path adjacent to Oceana, or the Cutwalk along Baker's Haulover Inlet. As discussed

at first reading, these are public areas where a pedestrian can see a project, and including them keeps the standard consistent.

Rear of the property. The Ordinance now specifies that visibility from any public or private street to the rear of the property also requires ARB review. This covers the rear of the properties on the west side of Collins Avenue, which face the gated residential area, consistent with the Council's direction to consider both the front and rear of properties.

Landscaping and screening. In determining whether a project is visible, the Building Official will disregard existing or proposed landscaping, removable screening, or other temporary or movable features that obstruct visibility, and such features may not be relied upon to avoid ARB review. This responds to concerns raised during public comment that a project hidden by hedges could later become visible if the landscaping were removed.

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 projects in the OF, PD and RM-5 districts that are not visible to the general community to be processed administratively, the Village reduces unnecessary delays 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 ARB procedures, and narrow the category of applications in the OF, PD and RM-5 Districts that must obtain a Certificate of Appropriateness from the ARB before permitting. For these reasons, the Administration recommends that the Village Council consider adoption of this Ordinance on second reading.

ORDINANCE NO. 2026____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION" OF THE CODE OF ORDINANCES TO FURTHER 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, in June 2026, the Village Council modified the scope of the requirement for the ARB to issue Certificates of Appropriateness, and revised Section 2-75(c)(3). to specify that applications that add less than 30% 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, Section 5.5-2(b) of the Village Code defines "External Architectural Feature" as "the architectural style and general arrangements of such portion of a building or structure as is designated to be open to view from a public street, place or way, including the kind, color and texture of the building material of such portion and the type of window, doors, lights, attached or ground signs, and other fixtures appurtenant to such portion," and Section 2-75 of the Village Code provides that if such a feature is involved in a project, it must go to the ARB for a Certificate of Appropriateness; and

WHEREAS, the Village Council desires to further modify Section 2-75(c)(3). to expand the existing exemption from the Certificate of Appropriateness requirement by defining what

it means for projects in the OF, PD and RM-5 Districts, all fronting Collins Avenue in the Village, to be "open to view from a public street, place or way"; and

WHEREAS, the Administration recommended approval of this Ordinance in its report for the October 28, 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 _____, 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. 2-75. Procedure for consideration of certificates of appropriateness and applications subject to Architectural Review Board review.

*** * ***

[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) *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, 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) 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 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 (i) that the application involves an increase of less than 30% of the square footage of an existing Building(s) on the Lot(s), with such square footage measured as of July 1, 2026, and (ii) that it does not meet the definition of substantial improvement in Chapter 8.5~~.~~, or

d. For applications in the OF Oceanfront, PD Planned Development, and RM-5 Multiple Family Residential Districts, the Building Official shall determine that the application is not visible from Collins Avenue, 96th Street, any public or private street located to the rear of the Lot(s), the 102nd Street Beach Access Path, the public walkway along Baker's Haulover Inlet known as the Cutwalk, or from the public paths along the beach, and therefore is not open to view from a public street, place or way. In determining visibility, the Building Official shall disregard existing or proposed landscaping, removable screening, or other temporary or movable features that obstruct visibility, and such features may not be relied upon to avoid ARB review.

(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.

* * *

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 28th day of October, 2026.

PASSED AND ADOPTED on second reading this 17th day of November, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, 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 FURTHER 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 further modifies procedures and regulations applicable to the Architectural Review Board and clarifies the scope of applications requiring certificates of appropriateness. The ordinance provides that applications in the OF Oceanfront, PD Planned Development, and RM-5 Multiple Family Residential Districts that are not visible from Collins Avenue, 96th Street, any public or private street located to the rear of the property, the 102nd Street Beach Access Path, the Cutwalk along Baker's Haulover Inlet, or from the public paths along the beach may be processed administratively by the Building Official rather than being required to obtain Certificate of Appropriateness approval from the Architectural Review Board. In determining visibility, the Building Official will disregard existing or proposed landscaping, removable screening, or other temporary or movable features that obstruct visibility, and such features may not be relied upon to avoid ARB 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 and architectural review processes for qualifying applications in the OF, PD, and RM-5 Districts 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 multifamily residential and commercial development, construction, architecture, design, engineering, and property management within the OF, PD, and RM-5 Districts may be impacted by the ordinance.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 8.5 "FLOOD DAMAGE PREVENTION," OF THE VILLAGE'S CODE OF ORDINANCES; REVISING THE EFFECTIVE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; REVISING DEFINITIONS RELATING TO FLOODPLAIN MANAGEMENT; AMENDING REGULATIONS GOVERNING MANUFACTURED HOMES TO ADDRESS CHANGES IN STATE LAW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Issue:

Should the Council adopt the Ordinance amending Flood Damage Prevention Chapter 8.5 in order to maintain National Flood Insurance Program (NFIP) eligibility?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

On August 19, 2026, the Federal Emergency Management Agency (FEMA) issued the Letter of Final Flood Determination for community 120636. The statutory 90-day appeal period elapsed without appeals or submittals, and the flood hazard determinations are final. The revised FIS for Miami-Dade County, Florida and Incorporated Areas and accompanying Flood Insurance Rate Maps (FIRMs) become effective February 19, 2027.

FEMA requires legally enforceable standards meeting 44 CFR 60.3(e), including adoption of the applicable FIS/FIRMs and modifications associated with the map revision. Additional requirements must be met within six months of the letter; continued National Flood Insurance Program (NFIP) eligibility requires adoption, or evidence of qualifying existing regulations, by the FIRM effective date.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Building Director	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: November 17, 2026

SUBJECT: **AN ORDINANCE BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 8.5 "FLOOD DAMAGE PREVENTION," OF THE VILLAGE'S CODE OF ORDINANCES; REVISING THE EFFECTIVE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; REVISING DEFINITIONS RELATING TO FLOODPLAIN MANAGEMENT; AMENDING REGULATIONS GOVERNING MANUFACTURED HOMES TO ADDRESS CHANGES IN STATE LAW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

Council is asked to consider adoption of the Chapter 8.5 amendments to incorporate updated FEMA flood studies and maps and maintain National Flood Insurance Program (NFIP) eligibility, subject to finalizing enactment details with the Village Attorney and coordinating NFIP State Coordinator review before final adoption.

BACKGROUND

The existing ordinance supplied for this item, Ordinance 2020-627, was adopted on January 28, 2020. It established the Chapter 8.5 floodplain management framework coordinated with the Florida Building Code, references the September 11, 2009, Flood Insurance Study (FIS).

On August 19, 2026, the Federal Emergency Management Agency (FEMA) issued the Letter of Final Flood Determination for community 120636. The statutory 90-day appeal period elapsed without appeals or submittals, and the flood hazard determinations are final. The revised FIS for Miami-Dade County, Florida and Incorporated Areas and accompanying Flood Insurance Rate Maps (FIRMs) become effective February 19, 2027.

FEMA requires legally enforceable standards meeting 44 CFR 60.3(e), including adoption of the applicable FIS/FIRMs and modifications associated with the map revision. Additional requirements must be met within six months of the letter; continued National Flood Insurance Program (NFIP) eligibility requires adoption, or evidence of qualifying existing regulations, by the FIRM effective date. The Village may amend existing regulations, adopt comprehensive regulations, or demonstrate that previously adopted regulations meet or exceed the minimum standards. More stringent state and local requirements remain applicable. Failure to enact necessary regulations results in NFIP suspension.

ANALYSIS

FIS and map references. Section 8.5-3(c) would replace the September 11, 2009 FIS date with February 19, 2027, retaining the accompanying FIRMs and subsequent amendments and revisions. The map-repository sentence would retain the Building Department but remove its street address, 655 96th Street. Section 8.5-4(i), governing permanent records and public inspection, retains that address.

Market value. Section 8.5-2 would remove the willing-buyer/willing-seller introduction and recast the building and structure valuation definition, excluding land and other parcel improvements. The supplied existing ordinance permits an independent appraisal, depreciated actual cash value, or adjusted tax assessment. The proposal specifies actual cash value—replacement cost in kind depreciated for age, wear and tear, neglect, and quality of construction—determined by a qualified independent appraiser, or tax assessment adjusted by a County Property Appraiser factor. This is a separate substantive valuation change used in substantial damage and substantial improvement determinations. Both thresholds remain 50 percent of market value.

Definition organization. The standalone permanent-construction paragraph would be removed and its wording retained within "Start of construction," including exclusions for preparatory activities and the construction-start rule for substantial improvements. Numbering the four Letter of Map Change categories is organizational; the categories already exist.

Applicability and effective date. Under Section 6, the ordinance takes effect upon adoption on second reading. The amendment to Section 8.5-3(c) adopting the revised FIS and FIRMs becomes operative on February 19, 2027, the FEMA effective date; until then, the currently adopted FIS and FIRMs remain in effect.

Retained framework. Florida Building Code and ASCE 24 coordination, coastal requirements, critical-facility protections, permitting, inspections, permanent records, variances, and enforcement remain largely unchanged. These provisions continue the existing regulatory framework.

THE BAL HARBOUR EXPERIENCE

Coordinated floodplain administration supports the Bal Harbour Experience by carrying forward protections intended to reduce flood damage and disruption to residents, visitors, public services, and property.

CONCLUSION

Council is asked to consider the proposed amendments and direct completion of enactment details and agency coordination before final adoption, with implementation aligned to the FEMA schedule.

Attachments:

1. FEMA final flood hazard determination letter, August 19, 2026.
2. Ordinance 2020-627, existing supplied Flood Damage Prevention.

ORDINANCE NO. 2026 ____

AN ORDINANCE BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 8.5 "FLOOD DAMAGE PREVENTION," OF THE VILLAGE'S CODE OF ORDINANCES; REVISING THE EFFECTIVE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; REVISING DEFINITIONS RELATING TO FLOODPLAIN MANAGEMENT; AMENDING REGULATIONS GOVERNING MANUFACTURED HOMES TO ADDRESS CHANGES IN STATE LAW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Village of Bal Harbour participates in the National Flood Insurance Program and the Village Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Parts 59 and 60, necessary for such participation; and

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Miami-Dade County, Florida and Incorporated Areas, with an effective date of February 19, 2027; and

WHEREAS, the Florida Legislature enacted Chapters 2026-7 and 2026-63, Laws of Florida, creating section 553.385, Florida Statutes, relating to off-site constructed residential dwellings, and the Village Council desires to amend its regulations governing manufactured homes to ensure consistency with applicable state law; and

WHEREAS, the Village Council has determined that it is in the public interest to amend Chapter 8.5 "Flood Damage Prevention," to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps and to update the regulations governing manufactured homes to ensure consistency with applicable state law.

NOW, THEREFORE, BE IT ORDAINED 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. Village Code Amended – Chapter 8.5. That Chapter 8.5 Flood Damage Prevention of the Code of Bal Harbour Village, Florida, is hereby amended to read as follows:[1]

Chapter 8.5 FLOOD DAMAGE PREVENTION

Sec. 8.5-1. General.

****

(b) *Scope.* The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code ("FBC"); placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

Sec. 8.5-2. Definitions.

****

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) *Letter of Map Amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) *Letter of Map Revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) *Letter of Map Revision Based on Fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this

[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.

determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) *Conditional Letter of Map Revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

***

Manufactured home means a structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

Manufactured home park or subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value means ~~the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this chapter, the term refers to the market~~ the value of buildings and structures, excluding the land and other improvements on the parcel. Market value ~~may be established by a qualified independent appraiser,~~ is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the County Property Appraiser.

***

~~*Permanent construction* does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building (as defined in FBC, as amended).~~

***

Start of construction means the date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means ~~either~~ the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial

improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building (as defined in FBC, as amended).

***

Sec. 8.5-3. Applicability.

***

(c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Miami-Dade County, Florida and Incorporated Areas dated ~~September 11, 2009~~ February 19, 2027 and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Building Department~~, 655 96th Street~~.

***

Sec. 8.5-4. Duties and powers of the Floodplain Administrator.

***

(i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the FBC, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the FBC and this chapter; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the FBC. These records shall be available for public inspection at Building Department~~, 655 96th Street~~.

***

Sec. 8.5-7. Inspections.

***

(f) Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

***

Sec. 8.5-11. Subdivisions.

***

(b) *Subdivision plats*. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Compliance with the site improvement and utilities requirements of section 8.5-12 of this chapter.

Sec. 8.5-13. Manufactured homes.

~~*Limitations on installations.* New installations of manufactured homes shall not be permitted in any special flood hazard area.~~

(a) *General*. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this chapter. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(b) *Foundations*. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this chapter.

(2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this chapter.

(c) *Anchoring*. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(d) Elevation. All manufactured homes that are placed, replaced, or substantially improved shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

(e) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

(f) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

***

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 and be made a part of the Bal Harbour 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 Code of Ordinances, 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 immediately upon adoption on second reading; provided, however, that the amendment to Section 8.5-3(c) adopting the revised Flood Insurance Study and accompanying Flood Insurance Rate Maps dated February 19, 2027, shall become operative on February 19, 2027. Until such date, the Flood Insurance Study and accompanying Flood Insurance Rate Maps previously adopted by the Village shall remain in effect.

PASSED AND ADOPTED on first reading this 17th day of November, 2026.

PASSED AND ADOPTED on second reading this ___ day of _____, 2026.

_____

Mayor Seth E. Salver

ATTEST:

_____

Juan D. Garcia, 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 BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 8.5 "FLOOD DAMAGE PREVENTION," OF THE VILLAGE'S CODE OF ORDINANCES; REVISING THE EFFECTIVE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; REVISING DEFINITIONS RELATING TO FLOODPLAIN MANAGEMENT; AMENDING REGULATIONS GOVERNING MANUFACTURED HOMES TO ADDRESS CHANGES IN STATE LAW; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Exempt - Ordinance required for compliance with federal or state law or regulation pursuant to Section 166.041(4)(c)(1), Florida Statutes.

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

This Ordinance amends Chapter 8.5, "Flood Damage Prevention," of the Village Code to adopt the revised Flood Insurance Study for Miami-Dade County, Florida and Incorporated Areas and accompanying Flood Insurance Rate Maps with an effective date of February 19, 2027; revise definitions relating to floodplain management, including "market value" and "start of construction"; and amend Section 8.5-13, "Manufactured homes," for consistency with Chapters 2026-7 and 2026-63, Laws of Florida, which created section 553.385, Florida Statutes, relating to off-site constructed residential dwellings.

Adoption of the revised Flood Insurance Study and Flood Insurance Rate Maps is required under 44 C.F.R. § 60.3 for the Village to maintain its eligibility in the National Flood Insurance Program, which makes federally backed flood insurance available to property owners and businesses within the Village. The revised study and maps become operative on February 19, 2027.

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

a. **Estimate of Direct Business Compliance Costs:** Not required (statutory exemption).
b. **New Charges/Fees on Business Impacted:** Not required (statutory exemption).
c. **Estimate of Regulatory Cost:** Not required (statutory exemption).

Good Faith Estimate of Number of Businesses Likely Impacted:

Not required pursuant to Section 166.041(4)(c)(1), Florida Statutes.

U.S. Department of Homeland Security
Washington, DC 20472

FEMA

August 19, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

Jorge M. Gonzales
Village Manager, Village of Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Community Name: Village of Bal Harbour Village, Miami-Dade County, Florida
Community No.: 120636
Map Panels Affected: See FIRM Index

Dear Village Manager Gonzales:

This is to notify you of the final flood hazard determination for Miami-Dade County, Florida and Incorporated Areas, in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). This section requires that notice of final flood hazards shall be sent to the Chief Executive Officer of the community, all individual appellants, and the State Coordinating Agency, and shall be published in the *Federal Register*.

The statutory 90-day appeal period that was initiated for your community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for your community in the local newspaper has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for your community are considered final. The final notice for flood hazard determinations will be published in the *Federal Register* as soon as possible. The FIS report and FIRM for your community will become effective on February 19, 2027. Before the effective date, we will send your community final printed copies of the FIS report and FIRM. For insurance purposes, the community number and new suffix code for the panels being revised are indicated on the FIRM and must be used for all new policies and renewals.

Because the FIS report for your community has been completed, certain additional requirements must be met under Section 1361 of the National Flood Insurance Act of 1968, as amended, within 6 months from the date of this letter.

It must be emphasized that all the standards specified in 44 CFR Part 60.3(e) of the National Flood Insurance Program (NFIP) regulations must be enacted in a legally enforceable document. This includes adoption of the current effective FIS report and FIRM to which the regulations apply and other modifications made by this map revision. Some of the standards should already have been enacted by your community in order to establish initial eligibility in the NFIP. Your community can meet any additional requirements by taking one of the following actions in this Paragraph of the NFIP regulations:

1. Amending existing regulations to incorporate any additional requirements of 44 CFR Part 60.3(e);

2. Adopting all the standards of 44 CFR Part 60.3(e) into one new, comprehensive set of regulations; or

3. Showing evidence that regulations have previously been adopted that meet or exceed the minimum requirements of 44 CFR Part 60.3(e).

Also, prior to the effective date, your community is required, as a condition of continued eligibility in the NFIP, to adopt or show evidence of adoption of the floodplain management regulations that meet the standards of 44 CFR Part 60.3(e) of the NFIP regulations by the effective date of the FIRM. These standards are the minimum requirements and do not supersede any State or local requirements of a more stringent nature.

Many states and communities have adopted building codes based on the International Codes (I-Codes); the model I-Codes (2009 and more recent editions) contain flood provisions that either meet or exceed the minimum requirements of the NFIP for buildings and structures. The model codes also contain provisions, currently found in an appendix to the International Building Code, that apply to other types of development and NFIP requirements. In these cases, communities should request review by the NFIP State Coordinator to ensure that local floodplain management regulations are coordinated (not duplicative or inconsistent) with the State or Local building code. FEMA's resource, *Reducing Flood Losses through the International Code: Coordinating Building Codes and Floodplain Management Regulations, 5th Edition (2019)*, provides some guidance on this subject and is available at https://www.fema.gov/emergency-managers/risk-management/building-science/building-codes/flood.

Please note, any enclosed correspondence from Jillian Kraynak, NFIP State Coordinator for Florida, is provided to assist States and communities in coordinating to meet State requirements. Its inclusion with this determination should not be construed as FEMA's specific endorsement of its contents.

Communities that fail to enact the necessary floodplain management regulations will be suspended from participation in the NFIP and subject to the prohibitions contained in Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) as amended, and 44 CFR Part 59.24.

To assist your community in maintaining the FIRM, we have enclosed a Summary of Map Actions (SOMA) to document previous Letters of Map Change (LOMC) actions (i.e., Letters of Map Amendment, Letters of Map Revision) that will be affected when the revised FIRM panels referenced above become effective. If no LOMCs were issued previously for your community, you are receiving a SOMA for informational purposes only.

Once the FIS report and FIRM are printed and distributed, the digital files containing the flood hazard data for the entire county can be provided for use in a computer mapping system. These files can be used in conjunction with other thematic data for floodplain management purposes, insurance requirements, and many other planning applications. Copies of the digital files of the FIRM panels may be obtained by calling our FEMA Mapping and Insurance eXchange (FMIX), toll free, at (877) 336-2627 (877-FEMA MAP) or by visiting the Map Service Center at https://www.msc.fema.gov. In addition, your community may be eligible for additional credits under our Community Rating System if you implement your activities using digital mapping files.

For assistance with your floodplain management ordinance or enacting the floodplain management regulations, please contact Jillian Kraynak, NFIP State Coordinator for Florida by telephone at (850) 815-4560. If you should require any additional information, we suggest that you contact the Director, Mitigation Division of FEMA, Region 4 at (202) 304-5185 for assistance. If you have any questions concerning mapping issues in general or the enclosed SOMA, please call our FMIX at the telephone number shown above. Additional information and resources you may find helpful regarding the NFIP and floodplain management can be found on our website at https://www.fema.gov/flood-maps.

Sincerely,

David N. Bascom

David N. Bascom, Acting Director
Engineering and Modeling Division
Federal Insurance Directorate, Resilience

Enclosures:
Final SOMA
Adoption of NFIP – Compliant Flood Ordinances Coordinated with the FBC

cc: Community Map Repository
Eliezer Palacio, Building Official, Village of Bal Harbour Village
The Honorable Seth Salver, Mayor, Village of Bal Harbour Village

ORDINANCE NO. 2020-627

AN ORDINANCE OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 8.5 "FLOOD DAMAGE PREVENTION," OF THE VILLAGE'S CODE OF ORDINANCES TO REPEAL CHAPTER 8.5 AND REPLACE WITH AN UPDATED CHAPTER 8.5 "FLOOD DAMAGE PREVENTION," TO ADOPT FLOOD HAZARD MAPS, TO DESIGNATE A FLOODPLAIN ADMINISTRATOR, TO ADOPT PROCEDURES AND CRITERIA FOR DEVELOPMENT IN FLOOD HAZARD AREAS, AND FOR OTHER PURPOSES; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has identified special flood hazard areas within the boundaries of the Village of Bal Harbour (the "Village") and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, the Village was accepted for participation in the National Flood Insurance Program ("NFIP") on September 29, 1972 and the Village Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, entitled the Florida Building Code ("FBC"); and

WHEREAS, the Village Council previously adopted requirements to limit partitioning access to enclosed areas under elevated buildings prior to July 1, 2010; and, pursuant to Chapter 8 Article III of the Miami-Dade County Code and section 553.73(5), Florida Statutes, is formatting that requirement to coordinate with the FBC; and

WHEREAS, the Village Council is adopting requirements to: 1) modify coastal high

hazard area requirements for application in Coastal A Zones; 2) add additional protections for critical facilities; 3) require a registered design professional to design dwelling foundations; 4) prohibit walls in enclosed areas under elevated coastal high hazard area or Coastal A Zone buildings and dwellings; and 5) to specify required certifications, for buildings and structures in flood hazard areas for the purpose of participating in the NFIP Community Rating System and, pursuant to Chapter 8 Article III of the Miami-Dade County Code and section 553.73(5), F. S., is formatting that requirement to coordinate with the FBC; and

WHEREAS, the Village Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the FBC.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed.

Section 2. Chapter 8.5 Repealed. That Chapter 8.5 "Chapter 8.5 -Flood Damage Prevention," attached hereto as Exhibit "A" is hereby repealed.

Section 2. Village Code Amended - Chapter 8.5. That "Chapter 8.5 -Flood Damage Prevention" of the Code of Bal Harbour Village, Florida, is hereby created to read as follows:[1]

Chapter 8.5 - FLOOD DAMAGE PREVENTION

SECTION 8.5-1 GENERAL

(a) Title. This chapter shall be known as the *Floodplain Management Ordinance* of the Village of Bal Harbour, hereinafter referred to as "this chapter."

(b) Scope. The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling,

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

grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code ("FBC"); installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(c) Intent. The purposes of this chapter and the flood load and flood resistant construction requirements of the FBC are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, section 59.22.

(d) Coordination with the Florida Building Code ("FBC"). This chapter is intended to be administered and enforced in conjunction with the FBC. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code.*

(e) Warning. The degree of flood protection required by this chapter and the FBC, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

(f) Disclaimer of Liability. This chapter shall not create liability on the part of the Village Council of the Village of Bal Harbour or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

SECTION 8.5-2 DEFINITIONS

(a) Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this chapter, have the meanings shown in this section.

(b) Terms defined *in the* FBC. Where terms are not defined in this chapter and are defined in the FBC, such terms shall have the meanings ascribed to them in that code.

(c) Terms not defined. Where terms are not defined in this chapter or the FBC, such terms shall have ordinarily accepted meanings such as the context implies.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

ASCE 24 means a standard titled *Flood Resistant Design and Construction* that is referenced by the FBC. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood means a flood having a one (1)-percent chance of being equaled or exceeded in any given year (Also defined in FBC, B, section 202). The base flood is commonly referred to as the "100-year flood" or the "one (1)-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM) (as defined in FBC, as amended).

Basement means the portion of a building having its floor subgrade (below ground level) on all sides (as defined in FBC, as amended).

Coastal A Zone means an area within a special flood hazard area, landward of a V zone or landward of an open coast without mapped coastal high hazard areas. In a coastal A zone, the principal source of flooding must be astronomical tides, storm surges, seiches or tsunamis, not riverine flooding. During the base flood conditions, the potential for breaking wave height shall be greater than or equal to 1 ½ feet (457 mm). The inland limit of the Coastal A Zone is (a) the Limit of Moderate Wave Action if delineated on a FIRM, or (b) designated by the authority having jurisdiction

Coastal construction control line means the line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high

velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Critical facility means any structure or facility that produces, uses or stores highly volatile, flammable, explosive, toxic and/or water-reactive materials; or any hospital, nursing home or housing likely to contain occupants who may not be sufficiently mobile to avoid death or injury during a flood; or any police station, fire station, vehicle and equipment storage facility, or emergency operation center that is needed for flood response activities before, during and after a flood.

Design flood means the flood associated with the greater of the following two areas:

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

(as defined in FBC, as amended).

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet (as defined in FBC, as amended).

Development means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure means any buildings and structures for which the "start of construction" commenced before September 29, 1972. (as defined in FBC, as amended).

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding means a general and temporary condition of partial or complete inundation of normally dry land from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

(as defined in FBC, as amended).

Flood damage-resistant materials mean any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair (as defined in FBC, as amended).

Flood hazard area means the greater of the following two areas:

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

(as defined in FBC, as amended).

Flood Insurance Rate Map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community (as defined in FBC, as amended).

Flood Insurance Study (FIS) means the official report provided by FEMA that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data. (as defined in FBC, as amended).

Floodplain Administrator means the office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Florida Building Code ("FBC") means the family of codes adopted by the Florida Building Commission, including: FBC, *Building; FBC, Residential;* FBC, *Existing Building;* FBC, *Mechanical;* FBC, *Plumbing;* FBC, *Fuel Gas.*

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. Freeboard results in significantly lower flood insurance rates due to lower flood risk.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.
Historic structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the FBC, *Existing Building*, Chapter 12 Historic Buildings.

Limit of Moderate Wave Action (LiMWA) means line shown on FIRMs to indicate the inland limit of the one and a half (1 ½)-foot (457 mm) breaking wave height during the base flood.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck means, as defined in 40 C.F.R. 86.082-2 as amended, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle; or
(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
(3) Available with special features enabling off-street or off-highway operation and use.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the FBC or ASCE 24 (as defined in FBC, as amended).

Market value means the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New construction means, for the purposes of administration of this chapter and the flood resistant construction requirements of the FBC, structures for which the "start of construction" commenced on or after September 29, 1972 and includes any subsequent improvements to such structures.

Sand dunes mean naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Special flood hazard area means an area in the floodplain subject to a one (1)-percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V (as defined in FBC, as amended).

Start of construction means the date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building (as defined in FBC, as amended).

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred (as defined in FBC, as amended).

Substantial improvement means any repair, reconstruction, rehabilitation, alteration, addition,

or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

(as defined in FBC, as amended).

Variance means a grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the FBC, which permits construction in a manner that would not otherwise be permitted by this chapter or the FBC.

SECTION 8.5-3 APPLICABILITY

(a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) *Areas to which this chapter applies.* This chapter shall apply to all flood hazard areas within the Village of Bal Harbour, as established in section 8.5-3(c) of this chapter.

(c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Miami-Dade County, Florida and Incorporated Areas dated September 11, 2009, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Building Department, 655 96th Street.

(d) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 8.5-6 of this chapter the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the FBC.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(e) *Other laws.* The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(f) *Abrogation and greater restrictions.* This chapter supersedes any chapter in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the FBC. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(g) *Interpretation.* In the interpretation and application of this chapter, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION 8.5-4 DUTIES AND POWERS OF THE FLOODPLAIN ADMINISTRATOR

(a) *Designation.* The Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

(b) *General.* The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this chapter. The Floodplain Administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to Section 8.5-8 of this chapter.

(c) *Applications and permits.* The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the FBC, including buildings, structures and facilities exempt from the FBC, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

(d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, and/or the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the FBC and this chapter is required.

(e) *Modifications of the strict application of the requirements of the* FBC. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the FBC to determine whether such requests require the granting of a variance pursuant to section 8.5-8 of this chapter.

(f) *Notices and orders.* The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(g) *Inspections.* The Floodplain Administrator shall make the required inspections as specified in Section 8.5-7 of this chapter for development that is not subject to the FBC, including

buildings, structures and facilities exempt from the FBC. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(h) *Other duties of the Floodplain Administrator.* The Floodplain Administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to section 8.5-4(d) of this chapter;

(2) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries; such submissions shall be made within 6 months of such data becoming available;

(3) Review required design certifications and documentation of elevations specified by this chapter and the FBC to determine that such certifications and documentations are complete;

(4) Notify the Federal Emergency Management Agency when the corporate boundaries of the Village of Bal Harbour are modified; and

(5) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

(i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the FBC, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the FBC and this chapter; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the FBC. These records shall be available for public inspection at Building Department, 655 96th Street.

SECTION 8.5-5 PERMITS

(a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the FBC, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the

Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

(b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the FBC, including buildings, structures and facilities exempt from the FBC. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(c) *Buildings, structures and facilities exempt from the* FBC. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the FBC and any further exemptions provided by law, which are subject to the requirements of this chapter:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the FBC if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

(d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in section 8.5-6

of this chapter.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the Floodplain Administrator.

(e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the FBC, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

(f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(g) *Suspension or revocation.* The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of this community.

(h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The South Florida Water Management District; section 373.036, F.S.

(2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.

(3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.041, F.S.

(4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.

(5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.

(6) Federal permits and approvals.

SECTION 8.5-6 SITE PLANS AND CONSTRUCTION DOCUMENTS

(a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(3) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(4) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.

(5) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

(b) *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V) and Coastal A Zones, an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

(c) Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

SECTION 8.5-7 INSPECTIONS

(a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.

(b) *Development other than buildings and structures.* The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(c) *Buildings, structures and facilities exempt from the* FBC. The Floodplain Administrator shall

inspect buildings, structures and facilities exempt from the FBC to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(d) *Buildings, structures and facilities exempt from the FBC, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the FBC, or the owner's authorized agent, shall submit to the Floodplain Administrator if a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor.

(e) *Buildings, structures and facilities exempt from the* FBC, *final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor; such certifications and documentations shall be prepared as specified in section 8.5-7(d) of this chapter.

SECTION 8.5-8 VARIANCES AND APPEALS

(a) *General.* The Village Council shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to section 553.73(5), F.S., the Village Council shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the FBC. This section does not apply to section 3109 of the FBC, *Building.*

(b) *Appeals.* The Village Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

(c) *Limitations on authority to grant variances.* The Village Council shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in section 8.5-8(f) of this chapter, the conditions of issuance set forth in section 8.5-8(g) of this chapter, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Village Council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

(d) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the FBC, *Existing Building*, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the FBC.

(e) *Functionally dependent uses.* A variance is authorized to be issued for the construction or

substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(f) *Considerations for issuance of variances.* In reviewing requests for variances, the Village Council shall consider all technical evaluations, all relevant factors, all other applicable provisions of the FBC, this chapter, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(g) *Conditions for issuance of variances.* Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;

(2) Determination by the Village Council that:

(a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

(b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

(c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

SECTION 8.5-9 VIOLATIONS

(a) *Violations.* Any development that is not within the scope of the FBC but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the FBC is presumed to be a violation until such time as that documentation is provided.

(b) *Authority.* For development that is not within the scope of the FBC but that is regulated by this chapter and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 8.5-10 BUILDINGS AND STRUCTURES

(a) *Design and construction of buildings, structures and facilities exempt from the FBC.* Pursuant to section 8.5-5(c) of this chapter, buildings, structures, and facilities that are exempt from the FBC, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the FBC that are not walled and roofed buildings shall comply with the requirements of section 8.5-15 of this chapter.

(b) *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

(1) Buildings and structures shall be designed and constructed to comply with the more

restrictive applicable requirements of the FBC, *Building* Section 3109 and Section 1612 or FBC, *Residential* Section R322.

(2) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.

(c) *Specific methods of construction and requirements.* Pursuant to Chapter 8 Article III of the Miami-Dade County Code, the following specific methods of construction and requirements apply:

(1) *Limitations on Enclosures Under Elevated Buildings and Dwellings.* Enclosed areas shall: a) have the minimum necessary access to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the elevated building (stairway or elevator); b) not have the interior portion partitioned or finished into separate rooms except for stairwells, ramps and elevators, unless a partition is required by the fire code; and c) in coastal high hazard areas, be enclosed by insect screening or open lattice.

(2) *Foundation Design Requirements, One- and Two-Family Dwellings.* Construction documents for foundations for one- and two-family dwellings shall include documentation prepared and sealed by a registered design professional that the foundation design accounts for site-specific flood loads.

(3) *Critical facilities.* All critical facilities shall be elevated or protected to or above the base flood elevation plus 2 feet, or the 500-year flood elevation, whichever is higher.

(4) *Required certifications.* In the Florida Building Code, Building:
Section 110.3, Required inspections, in (1.1) and (5.1), add FEMA Elevation Certificate (FEMA Form 086-0-33).

(5) All buildings and structures shall adhere to the stricter of either the state or federal elevation requirement.

SECTION 8.5-11 SUBDIVISIONS

(a) *Minimum requirements.* Subdivision proposals, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) *Subdivision plats.* Where any portion of proposed subdivisions lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Compliance with the site improvement and utilities requirements of section 8.5-12 of this chapter.

SECTION 8.5-12 SITE IMPROVEMENTS, UTILITIES AND LIMITATIONS

(a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed

(b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) *Limitations on placement of fill.* Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the FBC.

(e) *Limitations on sites in coastal high hazard areas (Zone V) and Coastal A Zones.* In coastal high hazard areas and Coastal A Zones, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by section 8.5-6(b)(1) of this chapter demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 8.5-15(e)(3) of this chapter.

SECTION 8.5-13 MANUFACTURED HOMES

Limitations on installations. New installations of manufactured homes shall not be permitted in any special flood hazard area.

SECTION 8.5-14 TANKS

(a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) *Above-ground tanks, not elevated.* Above-ground tanks that do not meet the elevation requirements of Section 8.5-14(c) of this chapter shall:

(1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas and Coastal A Zones, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(2) Not be permitted in coastal high hazard areas (Zone V) and Coastal A Zones.

(c) *Above-ground tanks, elevated.* Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

SECTION 8.5-15 OTHER DEVELOPMENT

(a) General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the FBC, shall:

(1) Be located and constructed to minimize flood damage;

(2) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(3) Be constructed of flood damage-resistant materials; and

(4) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code

for wet locations.

(b) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V) and Coastal A Zones.* In coastal high hazard areas and Coastal A Zones, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

(1) Structurally independent of the foundation system of the building or structure;

(2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

(3) Have a maximum slab thickness of not more than four (4) inches.

(c) *Decks and patios in coastal high hazard areas (Zone V) and Coastal A Zones.* In addition to the requirements of the FBC, in coastal high hazard areas and Coastal A Zones decks and patios shall be located, designed, and constructed in compliance with the following:

(1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

(2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

(3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

(4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(d) *Other development in coastal high hazard areas (Zone V) and Coastal A Zones.* In coastal high hazard areas and Coastal A Zones, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate

no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

(3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(e) *Nonstructural fill in coastal high hazard areas (Zone V) and Coastal A Zones.* In coastal high hazard areas and Coastal A Zones:

(1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

(2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave run-up and wave reflection that would increase damage to adjacent buildings and structures.

(3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave run-up and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

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

Section 5. Inclusion in the Code. That it is the intention of the Village Council, and it is hereby ordained that this Ordinance shall become and be made a part of the Bal Harbour 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 6. **Conflict.** That all Sections or parts of Sections of the Code of Ordinances, 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 7. **Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading. The Village Manager shall have the discretion to delay the start of enforcement of this Ordinance beyond December 1, 2019 as he may deem necessary. In the event that Florida Statutes are amended to preempt any part of this Ordinance following the 2019 Legislative Session, this Ordinance may be repealed to the extent of that preemption by resolution of the Village Council.

PASSED AND ADOPTED on first reading this 17th day of December, 2019.

PASSED AND ADOPTED on second reading this 28th day of January, 2020.

Gabriel Groisman, Mayor

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Weiss Serota Helfman Cole & Bierman, P.L.

Village Attorney

"Exhibit A"

~~Chapter 8.5 - FLOOD DAMAGE PREVENTION~~

~~Sec. 8.5-1. - Statutory authorization, findings of fact, purpose, and objectives.~~

~~(a) *Statutory authorization.* The Legislature of the State of Florida has authorized and delegated in F.S. ch. 166, the responsibility of local government units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. Therefore, the Village Council does hereby adopt the following floodplain management regulations.~~

~~(b) *Findings of fact.*~~

~~(1) The flood hazard areas of the Village are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.~~

~~(2) These flood losses are caused by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities, and by the occupancy in flood hazard areas by uses vulnerable to floods or hazardous to other lands which are inadequately elevated, floodproofed, or otherwise unprotected from flood damages.~~

~~(c) *Statement of purpose* . It is the purpose of this chapter to save lives, promote the public health, safety and general welfare, and minimize public and private losses due to flood conditions in specific areas by provisions designed to:~~

~~(1) Restrict or prohibit uses which are dangerous to life, health, safety and property due to water or erosion hazards, which result in damaging increases in erosion or in flood heights and velocities;~~

~~(2) Require that uses vulnerable to floods including facilities which serve such uses be protected against flood damage throughout their intended life span;~~

~~(3) Control the alteration of natural floodplains, stream channels, and natural protective barriers which are involved in the accommodation of flood waters;~~

~~(4) Control filling, grading, dredging and other development which may increase erosion or flood damage; and~~

~~(5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.~~

~~(d) *Objectives.* The objectives of this chapter are to:~~

(1) Protect human life, health and to eliminate or minimize property damage;

(2) Minimize expenditure of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, roadways, and bridges and culverts located in floodplains;

(6) Maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and

(7) Sec. 8.5-2. Definitions.

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

Accessory structure (appurtenant structure) means a structure that is located on the same parcel of property as the principal structure and the use of which is incidental to the use of the principal structure. Accessory structures should constitute a minimal investment, may not be used for human habitation, and be designed to have minimal flood damage potential. Examples of accessory structures are detached garages, carports, and storage sheds.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this chapter or a request for a variance.

Area of shallow flooding means a designated AE or VE zone on the community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of special flood hazard is the land in the floodplain within a community subject to a one percent or greater chance of flooding in any given year. This term is synonymous with the phrase "special flood hazard area."

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" and the "regulatory flood"). Base flood is the term used throughout this chapter.

Base flood elevation means the water surface elevation associated with the base flood.

Basement means any portion of a building having its floor sub-grade (below ground level) on all sides.

~~*Breakaway wall* means a wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.~~

~~*Building.* see "Structure."~~

~~*Coastal High Hazard Area* means an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. The area is designated on the FIRM as Zone VE.~~

~~*Datum* means a reference surface used to ensure that all elevation records are properly related. The current national datum is the National Geodetic Vertical Datum (NGVD) of 1929, which is expressed in relation to mean sea level, or the North American Vertical Datum (NAVD) of 1988.~~

~~*Development* means any man-made change to improved or unimproved real estate, including, but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, or storage of materials or equipment.~~

~~*Elevated building* means a non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.~~

~~*Encroachment* means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.~~

~~*Existing construction* means, for the purposes of floodplain management, structures for which "the start of construction" commenced before June 18, 1974. Existing construction, means for the purposes of determining rates structures for which the "start of construction" commenced before June 18, 1974. This term may also be referred to as "existing structures".~~

~~*Flood* or *flooding* means:~~

~~Ensure that potential homebuyers are notified that property is in a flood hazard area.~~

(1) A general and temporary condition of partial or complete inundation of normally dry land areas from:

a. The overflow of inland or tidal waters.

b. The unusual and rapid accumulation or runoff of surface waters from any source.

c. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph (1)b. of this definition and are akin to a river of liquid and flowing mud on the surface of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

(2) The collapse or subsidence of land along a shore of a lake or other body of water as the result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph (1)a. of this definition.

Flood Boundary and Floodway Map (FBFM) means the official map of the community on which the Federal Emergency Management Agency (FEMA) has delineated the areas of special flood hazard and regulatory floodways.

Flood Hazard Boundary Map (FHBM) means an official map of the community, issued by FEMA, where the boundaries of the areas of special flood hazard have been identified as only Approximate Zone A.

Flood Insurance Rate Map (FIRM) means an official map of the community, issued by FEMA, which delineated both the areas of special flood hazard and the risk premium zones applicable to the community.

Flood Insurance Study (FIS) means the official hydrology and hydraulics report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

Floodplain means any land area susceptible to being inundated by water from any source (see definition of "flooding").

Floodplain management means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

Floodplain Administrator is the Building Official appointed to administer and enforce the floodplain management regulations of the Village.

Floodplain management regulations means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power which control development in flood-prone areas. This term describes Federal, State of Florida, or local regulations in any combination thereof, which provide standards for preventing and reducing flood loss and damage.

Floodproofing means any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. Floodproofing means by way of illustration, not limitation, the following measures:

(1) Anchorage to resist flotation and lateral movement.

(2) Installation of watertight doors, bulkheads, and shutters, or similar methods of construction to protect against winds, wave action, or flood waters.

(3) Reinforcement of walls to resist water pressures.

(4) Use of paints, membranes, or mortars to reduce seepage of water through walls.

(5) Addition of mass or weight to structures to resist flotation.

(6) Installation of pumps to lower water levels in structures.

(7) Construction of water supply and wastewater treatment and disposal systems to prevent the entrance or infiltration of flood waters.

(8) Pumping facilities or comparable practices for subsurface drainage systems for buildings to relieve external foundation wall and basement flood pressures.

(9) Construction to resist rupture or collapse caused by water pressure or flooding debris.

(10) Installation of valves or controls of sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and storm waters into the buildings or structures. Gravity draining of basements may be eliminated by mechanical devices.

(11) Location of all electrical equipments, circuits and installed electrical appliances in a manner which will assure they are not subject to flooding and to provide protection from inundation by the regulatory flood.

(12) Location of any structure, storage facilities for chemicals, explosives, buoyant materials, flammable liquids or other toxic materials which could be hazardous to the public health, safety, and welfare in a manner which will assure that the facilities are situated at elevations above the height associated with the regulatory protection elevation or are adequately floodproofed to

prevent flotation of storage containers, or damages to storage containers which could result in the escape of toxic materials into flood waters.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Floodway fringe means that area of the one percent (base or 100 year) floodplain on either side of the regulatory floodway.

Freeboard means the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, blockage of bridge or culvert openings, and hydrological effect of urbanization of the watershed, which could contribute to flood heights greater than the heights calculated for a selected frequency flood and floodway conditions.

Free of obstruction means any type of lower area enclosure or other construction element will not obstruct the flow of velocity water and wave action beneath the lowest horizontal structural member of the lowest floor of an elevated building during a base flood event. This requirement applies to the structures in velocity zones (V zones).

Functionally dependent use means a use that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding or ship repair. The term does not include long term storage, manufacture, sales, or service facilities.

Hardship, as related to variances from this chapter, means the exceptional difficulty associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls of a structure.

Historic structure means any structure that is:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register:

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic or a district preliminarily determined by the Secretary to qualify as a registered historic district:

(3) Individually listed on the Florida inventory of historic places, which has been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

a. By the approved Florida program as determined by the Secretary of the Interior; or

b. Directly by the Secretary of the Interior.

Lowest adjacent grade means the lowest elevation, after the completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

Lowest floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, used solely for parking of vehicles, building access, or storage, in an area other than a basement, is not considered a building's lowest floor, provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design standards of this chapter.

Mangrove stand means an assemblage of mangrove trees which are mostly low trees noted for a copious development of interlacing adventitious roots above ground and which contain one or more of the following species: Black mangrove (Avicennia Nitida); red mangrove (Rhizophora mangle); white mangrove (Languncularia Racemosa); and buttonwood (Conocarpus Erecta).

Market value means the building value, which is the property value excluding the land value and that of the detached accessory structures and other improvements on site (as agreed to between a willing buyer and seller) as established by what the local real estate market will bear. Market value can be established by an independent certified appraisal (other than a limited or curbside appraisal, or one based on income approach), actual cash value (replacement cost depreciated for age and quality of construction of building), or adjusted tax assessed values.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of this chapter, the term is synonymous with National Geodetic Vertical Datum (NGVD) of 1929, or North American Vertical Datum (NAVD) of 1988.

National Geodetic Vertical Datum (NGVD) of 1929 means a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means, for floodplain management purposes, any structure for which the "start of construction" commenced on or after June 18, 1974. The term also

~~includes any subsequent improvements to such structures. For flood insurance rates, structures for which the start of construction commenced on or after December 31, 1974, and includes any subsequent improvements to such structures.~~

~~*North American Vertical Datum (NAVD) of 1988* means a vertical control used as a reference for establishing varying elevations within the floodplain.~~

~~*Primary frontal dune* means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.~~

~~*Principally above ground* means that at least 51 percent of the actual cash value of the structure is above ground.~~

~~*Program deficiency* means a defect in the community's floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations or of the standards required by the National Flood Insurance Program.~~

~~*Public safety and nuisance* means anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.~~

~~*Reasonably safe from flooding* means base flood waters will not inundate the land or damage structures to be removed from the SFHA and that any subsurface waters related to the base flood will not damage existing or proposed buildings.~~

~~*Regulatory floodway* means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.~~

~~*Remedy a deficiency* or *violation* means to bring the regulation, procedure, structure or other development into compliance with State of Florida, Federal, or local floodplain management regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of this chapter or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.~~

~~*Riverine* means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.~~

~~*Sand dune* means naturally occurring accumulations of sand in ridges or mounds landward of the beach.~~

~~*Shallow flooding.* See "Area of shallow flooding."~~

Special flood hazard area. See "Area of special flood hazard."

Start of construction means, for other than new construction and substantial improvements under the Coastal Barrier Resources Act P.L. 97-348, includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Storm cellar means a place below grade used to accommodate occupants of the structure and emergency supplies as a means of temporary shelter against severe tornadoes or similar windstorm activity.

Structure means, for floodplain management purposes, a walled and roofed building, including gas or liquid storage tank that is principally above ground, as well as a manufactured home.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. This term also includes "repetitive loss" structures as defined herein.

Substantial improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include any repair or improvement of a structure to correct existing violations of State of Florida or local health, sanitary, or safety code specifications, which have been identified by the local code enforcement official prior to the application for permit for improvement, and which are the minimum necessary to assure safe living conditions. This term does not include any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Variance is a grant of relief from the requirements of this chapter.

Violation means the failure of a structure or other development to be fully compliant with the requirements of this chapter. A structure or other development

without the elevation certificate, other certifications, or other evidence of compliance required in this chapter is presumed to be in violation until such time as that documentation is provided.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Water surface elevation means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

Sec. 8.5-3. General provisions.

(a) *Lands to which this chapter applies.* This chapter shall apply to all areas of special flood hazard within the jurisdiction of the Village Council.

(b) *Basis for establishing the areas of special flood hazard.* The areas of special flood hazard identified by the Federal Emergency Management Agency in the Flood Insurance Study (FIS) for the Bal Harbour Village, dated June 18, 1974 with the accompanying maps and other supporting data, and any subsequent revisions thereto, are adopted by reference and declared to be a part of this chapter. The Flood Insurance Study and Flood Insurance Rate Map are on file in the office of the Bal Harbour Village Building Department.

(c) *Designation of floodplain administrator.* The Village Council hereby appoints the Building Official to administer and implement the provisions of this chapter and is herein referred to as the Floodplain Administrator.

(d) *Establishment of development permit.* A development permit shall be required in conformance with the provisions of this chapter prior to the commencement of any development activities.

(e) *Compliance.* No structure or land shall hereafter be located, extended, converted or structurally altered without full compliance with the terms of this chapter and other applicable regulations.

(f) *Abrogation and greater restrictions.* This chapter is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this chapter and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(g) *Interpretation.* In the interpretation and application of this chapter all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under State of Florida statutes.

(h) *Warning and disclaimer of liability.* The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering consideration. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the Village or Village Council or by any officer or employee thereof for any flood damages that result from reliance on this chapter or any administrative decision lawfully made thereunder.

(i) *Penalties for violation.* Violation of the provisions of this chapter or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall be punishable as a non-criminal violation. Any person who violates this chapter or fails to comply with any of its requirements shall, upon adjudication therefore, be fined not more than $500.00, and in addition, shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Floodplain Administrator from taking such other lawful actions as are necessary to prevent or remedy any violation.

Sec. 8.5-4. Administration.

(a) *Permit procedures.* Application for a Development Permit shall be made to the Floodplain Administrator on forms furnished by him or her prior to any development activities, and may include, but not be limited to, the following plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing and proposed structures, earthen fill, storage of materials or equipment, drainage facilities, and the location of the foregoing. Specifically, the following information is required:

(1) *Application stage:*

a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all buildings;
b. Elevation in relation to mean sea level to which any non-residential building will be floodproofed;
c. Certificate from a registered professional engineer or architect that the non-residential floodproofed building will meet the floodproofing criteria in section 8.5-4(a)(2) and section 8.5-5(b)(2);
d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and
e. Elevation in relation to mean sea level of the bottom of the lowest horizontal structural member of the lowest floor and provide a certification from a

registered engineer or architect indicating that they have developed and/or reviewed the structural designs, specifications and plans of the construction and certified that are in accordance with accepted standards of practice in Coastal High Hazard Areas.

(2) *Construction stage:* Upon placement of the lowest floor, or floodproofing by whatever construction means, or bottom of the lowest horizontal structural member it shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the NGVD or NAVD elevation of the lowest floor or floodproofed elevation, or bottom of the lowest horizontal structural member of the lowest floor as built, in relation to mean sea level. Said certification shall be prepared by or under the direct supervision of a registered land surveyor or professional engineer and certified by same. When floodproofing is utilized for a particular building said certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. Any work undertaken prior to submission of the certification shall be at the permit holder's risk. The Floodplain Administrator shall review the lowest floor and floodproofing elevation survey data submitted. The permit holder immediately and prior to further progressive work being permitted to proceed shall correct violations detected by such review. Failure to submit the survey or failure to make said corrections required hereby shall be cause to issue a stop-work order for the project.

(b) *Duties and responsibilities of the floodplain administrator.* Duties of the Administrator shall include, but not be limited to:

(1) Review permits to assure sites are reasonably safe from flooding;

(2) Review all development permits to assure that the permit requirements of this chapter have been satisfied;

(3) Require copies of additional Federal, State of Florida, or local permits, especially as they relate to F.S. chs. 161.053; 320.8249; 320.8359; 373.036; 380.05; 381.0065; and 553, part IV, be submitted along with the development permit application and maintain such permits on file with the development permit;

(4) Notify adjacent communities, the Florida Department of Community Affairs - Division of Emergency Management NFIP Coordinating Office, the South Florida Water Management District, the Federal Emergency Management Agency, and other Federal and/or State of Florida agencies with statutory or regulatory authority prior to any alteration or relocation of a watercourse;

(5) Assure that the flood-carrying capacity within the altered or relocated portion of any watercourse is maintained;

(6) Verify and record the actual elevation (in relation to mean sea level) of the lowest floor (A zones) or bottom of the lowest horizontal structural member of

the lowest floor (V zones) of all new and substantially improved buildings, in accordance with section 8.5-5(b)(1) and (2) and (e)(2), respectively;

(7) Verify and record the actual elevation (in relation to mean sea level) to which the new and substantially improved buildings have been floodproofed, in accordance with section 8.5-5(b)(2);

(8) Review certified plans and specifications for compliance. When floodproofing is utilized for a particular building, certification shall be obtained from a registered engineer or architect certifying that all areas of the building, together with attendant utilities and sanitary facilities, below the required elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy in compliance with section 8.5-5(b)(2) of this chapter. In Coastal High Hazard Areas, certification shall be obtained from a registered professional engineer or architect that the building is designed and securely anchored to pilings or columns in order to withstand velocity waters and hurricane wave wash. Additionally in Coastal High Hazard Areas, if the area below the lowest horizontal structural member of the lowest floor is enclosed, it may be done so with open wood lattice and insect screening or with non-supporting breakaway walls that meet the standards of section 8.5-5(e)(6) of this chapter;

(9) Interpret the exact location of boundaries of the areas of special flood hazard. When there appears to be a conflict between a mapped boundary and actual field conditions, the Floodplain Administrator shall make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this chapter;

(10) When base flood elevation data and floodway data have not been provided in accordance with section 8.5-3(b), the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a Federal, State of Florida, or any other source, in order to administer the provisions of section 8.5-5;

(11) Coordinate all change requests to the FIS, FIRM and FBFM with the requester, State of Florida, and FEMA; and

(12) Where base flood elevation is utilized, obtain and maintain records of lowest floor and floodproofing elevations for new construction and substantial improvements in accordance with section 8.5-5(b)(1) and (2), respectively.

Sec. 8.5-5. Provisions for flood hazard reduction.

(a) *General standards.* In all areas of special flood hazard, all development sites including new construction and substantial improvements shall be reasonably safe from flooding, and meet the following provisions:

(1) New construction and substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(2) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage;

(3) New construction and substantial improvements shall be constructed by methods and practices that minimize flood damage;

(4) Electrical, heating, ventilation, plumbing, air conditioning equipment and other service facilities, including duct work, shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding;

(5) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the systems;

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters;

(7) On site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding;

(8) Any alteration, repair, reconstruction or improvements to a building that is in compliance with the provisions of this chapter shall meet the requirements of "new construction" as contained in this chapter;

(9) Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of this chapter, shall be undertaken only if said non conformity is not furthered, extended, or replaced;

(10) All applicable additional Federal, State of Florida, and local permits shall be obtained and submitted to the Floodplain Administrator along with the application for development permit. Copies of such permits shall be maintained on file with the development permit. State of Florida permits may include, but not be limited to, the following:

a. South Florida Water Management District: in accordance with F.S. ch. 373.036, Section (2)(a) Flood Protection and Floodplain Management;
b. Department of Community Affairs: in accordance with F.S. ch. 380.05, Areas of Critical State Concern, and F.S. ch. 553, part IV, Florida Building Code;
c. Department of Health: in accordance with F.S. ch. 381.0065, Onsite Sewage Treatment and Disposal Systems; and
d. Department of Environmental Protection, Coastal Construction Control Line: in accordance with F.S. ch. 161.053, Coastal Construction and Excavation.

(11) Standards for subdivision proposals and other new proposed development (including manufactured homes):

a. Such proposals shall be consistent with the need to minimize flood damage;

b. Such shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize or eliminate flood damage; and

c. Such proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(12) When proposed new construction and substantial improvements are partially located in an area of special flood hazard, the entire structure shall meet the standards for new construction.

(13) When proposed new construction and substantial improvements are located in multiple flood hazard risk zones or in a flood hazard risk zone with multiple base flood elevations, the entire structure shall meet the standards for the most hazardous flood hazard risk zone and the highest base flood elevation.

(b) *Specific standards.* In all A zones where base flood elevation data have been provided (Zones AE, A1–30, A (with base flood elevation), and AH), as set forth in section 8.5-3(b), the following provisions, in addition to those set forth in section 8.5-5(a), shall apply:

(1) *Residential construction.* All new construction and substantial improvement of any residential building shall have the lowest floor, including basement, elevated to no lower than the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, there must be a minimum of two openings on different sides of each enclosed area sufficient to facilitate automatic equalization of flood hydrostatic forces in accordance with standards of section 8.5-5(b)(3).

(2) *Non-residential construction.* All new construction and substantial improvement of any commercial, industrial, or non-residential building (including manufactured home) shall have the lowest floor, including basement, elevated to no lower than the base flood elevation. All buildings located in A zones may be floodproofed, in lieu of being elevated, provided that all areas of the building components, together with attendant utilities and sanitary facilities, below the base flood elevation are water tight with walls substantially impermeable to the passage of water, and use structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effects of buoyancy. A registered professional engineer or architect shall certify that the standards of this subsection are satisfied using the FEMA Floodproofing Certificate. Such certification along with the corresponding engineering data, and the operational and maintenance plans shall be provided to the Floodplain Administrator.

(3) *Enclosures below the lowest floor.* New construction and substantial improvements that include fully enclosed areas formed by foundation and other exterior walls below the lowest floor shall be designed to preclude finished living space and designed to allow for the entry and exit of floodwaters to automatically equalize hydrostatic flood forces on exterior walls.

a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet or exceed the following minimum criteria:

1. Provide a minimum of two openings on different sides of each enclosed area having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

2. The bottom of all openings shall be no higher than one foot above adjacent interior grade (which must be equal to or higher in elevation than the adjacent exterior grade); and

3. Openings may be equipped with screens, louvers, valves, or other coverings or devices provided they provide the required net area of the openings and permit the automatic flow of floodwaters in both directions.

b. Fully enclosed areas below the lowest floor shall solely be used for parking of vehicles, storage, and building access. Access to the enclosed area shall be minimum necessary to allow for parking of vehicles (garage door), limited storage of maintenance equipment used in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator); and

c. The interior portion of such enclosed area shall not be finished or partitioned into separate rooms.

(4) *Standards for waterways with established base flood elevations, but without regulatory floodways.* Located within the areas of special flood hazard established in section 8.5-3(b), where streams exist for which base flood elevation data has been provided by the Federal Emergency Management Agency without the delineation of the regulatory floodway (Zones AE and A1–30), the following provisions, in addition to those set forth in section 8.5-5(b)(1) through (5), shall apply:

a. Until a regulatory floodway is designated, no new construction, substantial improvements, or other development including fill shall be permitted within the areas of special flood hazard, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood more than one foot at any point within the community.

b. Development activities which increase the water surface elevation of the base flood by more than one foot may be allowed, provided that the developer or applicant first applies with the community's endorsement for a conditional FIRM revision, and receives the approval of the Federal Emergency Management Agency (FEMA).

(5) *Standards for waterways with established base flood elevations and floodways.* Located within areas of special flood hazard established in section 8.5-3(b), are areas designated as floodways. Since the floodway is an extremely hazardous area due to the high velocity of flood waters which carry debris, potential projectiles and have significant erosion potential, the following provisions, in addition to those set forth in section 8.5-5(b)(1) through (5), shall apply:

a. Prohibit encroachments, including fill, new construction, substantial improvements and other developments within the regulatory floodway unless certification (with supporting technical data) by a registered professional engineer is provided through hydrologic and hydraulic analyses performed in accordance with standard engineering practice demonstrating that encroachments would not result in any increase in flood levels during occurrence of the base flood discharge.

b. Development activities including new construction and substantial improvements within the regulatory floodway that increase the base flood elevation may be allowed, provided that the developer or applicant first applies with the community's endorsement for a conditional FIRM revision, and receives the approval of FEMA.

c. When fill is proposed, in accordance with the permit issued by the Florida Department of Health, within the regulatory floodway, the development permit shall be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood in accordance with section 8.5-5(b)(5)a.

(6) For all structures located seaward of the Coastal Construction Control Line (CCCL), the lowest floor of all new construction and substantial improvements shall be elevated to no lower than the 100-year flood elevation established by the Florida Department of Environmental Protection or by FEMA in accordance with section 8.5-3(b), whichever is higher. All non-elevation design requirements of section 8.5-5(b) shall apply.

(c) *Standards for coastal high hazard areas (V zones).* Located within areas of special flood hazard established in section 8.5-3(b) are Coastal High Hazard Areas, designated as Zone VE (with BFE). The following provisions shall apply:

(1) Meet the standards of section 8.5-4(a), and section 8.5-5(a), (b) (except (b)(6)), (c) and (d).

(2) All new construction and substantial improvements in Zone VE (with BFE) shall be elevated on pilings or columns so that:

a. The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to no lower than the base flood elevation whether or not the structure contains a basement; and

b. The pile or column foundation and structure attached thereto is anchored to

resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading will be those values associated with the base flood. Wind loading values will be those required by applicable State of Florida or local, if more stringent than those of the State of Florida, building standards.

c. For all structures located seaward of the Coastal Construction Control Line (CCCL), the bottom of the lowest horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the 100-year flood elevation established by the Florida Department of Environmental Protection or the base flood elevation, whichever is the higher.

(3) A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of this section.

(4) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest horizontal structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures. The Floodplain Administrator shall maintain a record of all such information.

(5) All new construction and substantial improvements shall be located landward of the reach of mean high tide.

(6) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with nonsupporting breakaway walls, open wood lattice work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than ten and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by State of Florida or local codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

a. Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and

b. The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). The water loading shall be those values associated with the base flood. The wind loading values shall be those required by applicable Florida or local, if more stringent than those of the State of Florida, building standards.

c. Such enclosed space shall be useable solely for parking of vehicles, building

access, or storage.

(7) Prohibit the use of fill for structural support. No development permit shall be issued for development involving fill in coastal high hazard areas unless it has been demonstrated through appropriate engineering analyses that the subject fill does not cause any adverse impacts to the structure on site or other properties.

(8) Prohibit man-made alteration of sand dunes and mangrove stands that would increase potential flood damage.

(9) For all structures located seaward of the Coastal Construction Control Line (CCCL), the bottom of the lowest horizontal structural member of the lowest floor of all new construction and substantial improvements shall be elevated to the flood elevation established by the Florida Department of Environmental Protection or the base flood elevation, whichever is higher. All non-elevation design requirements section 8.5-5(e)(2) through (10) shall apply.

(10) When fill is proposed, in accordance with the permit issued by the Florida Department of Health, in coastal high hazard area, the development permit shall be issued only upon demonstration by appropriate engineering analyses that the proposed fill will not increase the water surface elevation of the base flood nor cause any adverse impacts to the structure on site or other properties by wave ramping or deflection.

Sec. 8.5-6. Variance procedures.

(a) *Designation of variance and appeals board.* The Architectural Review Board ("ARB") as established by the section 5.5-10 of the Code shall hear appeals and requests for variances in accordance with the requirements of this chapter and shall make a recommendation for the consideration of the Village Council.

(b) *Duties of variance and appeals board.* The ARB shall hear appeals when it is alleged an error in any requirement, decision, or determination is made by the Floodplain Management Administrator in the enforcement or administration of this chapter and make a recommendation to the Village Council. Any person aggrieved by the decision of the Village Council may appeal such decision to the Circuit Court.

(c) *Variance procedures.* In acting upon such applications, the ARB shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter, and:

(1) The danger that materials may be swept onto other lands to the injury of others;

(2) The danger of life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;

(4) The importance of the services provided by the proposed facility to the community;

(5) The necessity to the facility of a waterfront location, where applicable;

(6) The availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;

(7) The compatibility of the proposed use with existing and anticipated development;

(8) The relationship of the proposed use to the comprehensive plan and floodplain management program for that area;

(9) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(10) The expected heights, velocity, duration, rate of rise, and sediment of transport of the flood waters and the effects of wave action, if applicable, expected at the site; and

(11) The costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.

(d) *Conditions for variances.*

(1) Variances shall only be issued when there is:

a. A showing of good and sufficient cause;

b. A determination that failure to grant the variance would result in exceptional hardship; and

c. A determination that the granting of a variance will not result in increased flood heights, additional threats to public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(2) Variances shall only be issued upon a determination that the variance is the minimum necessary deviation from the requirements of this chapter.

(3) The Floodplain Administrator shall maintain the records of all variance actions, including justification for their issuance or denial, and report such variances in the community's NFIP Biennial Report or upon request to FEMA and the State of Florida, Department of Community Affairs, NFIP Coordinating Office.

(e) *Variance notification.* Any applicant to whom a variance is granted shall be given written notice over the signature of a community official that:

(1) The issuance of a variance to construct a structure below the base flood elevation will result in increased premium rates for flood insurance up to amounts as high as $25.00 for $100.00 of insurance coverage; and

(2) Such construction below the base flood level increases risks to life and property.

A copy of the notice shall be recorded by the Floodplain Administrator in the Office of the Clerk of Court and shall be recorded in a manner so that it appears in the chain of title of the affected parcel of land.

(f) *Historic structures.* Variances may be issued for the repair or rehabilitation of "historic" structures meeting the definition in this chapter upon a determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a "historic" structure.

(g) *Structures in regulatory floodway.* Variances shall not be issued within any designated floodway if any impact in flood conditions or increase in flood levels during the base flood discharge would result.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027.

Issue:

Should Village Council approve the final millage rate of 2.5132 mills, as recommended by the Village Budget Advisory Committee and the Village Manager?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village has re-noticed this evening's millage and budget hearing at the direction of the Florida Department of Revenue (DOR). In a letter dated October 30, 2026 (received November 6, 2026), DOR declined to certify the Village's millage because the online notices did not meet Truth in Millage (TRIM) requirements. DOR requires the Village to re-notice and re-hear these items by November 21, 2026. The notices had the correct content and were posted on the correct website, on the same webpage. However, the millage notice and budget summary were reached through separate links. DOR requires the budget summary to appear next to the millage notice on the same screen. Because the Village no longer runs print advertisements, the online notices were its only notices. As a result, DOR is treating the September 15, 2026 final hearing as not properly noticed. Per DOR's guidance, the re-notice must reflect the millage approved at the September 8, 2026 first hearing. Recommendation: Adopt a final millage rate of 2.5132 mills, made up of two parts:

Operating millage, 1.9654 mills: Maintains current operations and service levels, including inflation and routine cost increases. Bal Harbour Shops (BHS) Processing and Defense Fund, 0.5478 mills: Increased from 0.1785 mills after resident feedback and Council discussion. This revenue is restricted to legal, administrative, technical, and professional costs of the BHS litigation and related proceedings. These costs are not covered by insurance, the Village's exposure has no statutory cap, and without dedicated funding they could materially harm the Village's finances. Adoption of 2.5132 mills requires a unanimous Council vote.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

The Village Budget Advisory Committee voted unanimously to recommend a millage rate (that includes the current operating millage rate plus the funding of the BHS Processing and Defense Fund) and the FY 2026-27 Final Operating and Capital Budget as presented.

Financial Information:

	Amount	Account	Account #
	$14,351,300	Ad Valorem Taxes	01-00-311000
	$4,000,000	Ad Valorem Taxes – BHS Processing and Defense Fund	01-00-311200

Sign off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 17, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

EXPLANATION FOR REHEARING AND RE-ADOPTION

The Village has re-noticed this evening's millage and budget hearing at the direction of the Florida Department of Revenue (DOR). In a letter dated October 30, 2026 (received November 6, 2026), DOR declined to certify the Village's millage because the online notices did not meet Truth in Millage (TRIM) requirements. DOR requires the Village to re-notice and re-hear these items by November 21, 2026.

The notices had the correct content and were posted on the correct website, on the same webpage. However, the millage notice and budget summary were reached through separate links. DOR requires the budget summary to appear next to the millage notice on the same screen. Because the Village no longer runs print advertisements, the online notices were its only notices. As a result, DOR is treating the September 15, 2026 final hearing as not properly noticed. Per DOR's guidance, the re-notice must reflect the millage approved at the September 8, 2026 first hearing.

If the Village does not act, DOR will direct the Tax Collector to withhold the Village's property tax revenue above the rolled-back rate, and will withhold the Village's revenue-sharing funds for 12 months. After tonight's hearing, public comment, and Council vote on the final millage rate, the Village must recertify its compliance with Section 200.065, Florida Statutes, to DOR, which will make the final compliance determination. DOR has already reviewed and approved the Village's revised online notice format.

PRIOR FINAL BUDGET HEARING
ADMINISTRATIVE RECOMMENDATION

It is recommended that the Council approve the Final FY 2026-27 Operating and Capital Budget as presented and adopt the Final millage rate of 2.5132 mills. The Final combined millage rate for this upcoming year is comprised of two calculations. The current fiscal year operating rate of 1.9654 mills to fund the ongoing operations of the Village plus the

funding of the Bal Harbour Shops (BHS) Processing and Defense fund at a rate of 0.5478 mills. Approval of the Final 2.5132 millage rate requires a unanimous vote of the Village Council. This item was presented and approved by Council at the First Budget Hearing on September 8, 2026.

INTRODUCTION

The FY 2026-2027 (FY 2027) Final Budget reflects the Final millage rate of 2.5132 mills which is comprised of two calculations. The Final combined rate of 2.5132 to fund operations and fund the dedicated BHS Processing and Defense fund would generate $18,351,300; as opposed to $14,965,800 for the current year's budgeted revenue. The current operating rate of 1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, after strong resident feedback and Council consideration I am proposing this year, to continue the dedicated BHS Processing and Defense Fund with a millage increment of 0.5478 to generate funding for the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is actively being defended. Approval of the Final 2.5132 millage rate requires a unanimous vote of the Village Council. The current service level rate accounts for approximately fifty-seven percent of the General Fund's FY 2026-27 Final Operating Revenues. Ad valorem tax or "property tax" is a major source of revenue for local governments in Florida. "Ad valorem" is Latin for "according to value". Ad valorem taxes comprised the majority of total county revenue as well as total municipal revenues. This makes it by far the largest single source of general revenue for general-purpose governments in Florida.

Bal Harbour Village continues to demonstrate a strong financial position across all funds, reflecting our disciplined resource allocation, prudent management, and consistently conservative fiscal policies.

As you know, Bal Harbour Village has three (3) primary funds used to operate our municipal government: 1 - General Fund, 2 - Resort Tax, and 3 - Water and Wastewater Utility Fund (Utility Fund). The total Final Operating and Capital Budget for all major funds is $70,158,100 [this includes $29,453,800 of Capital Improvement Program (CIP) appropriations, minor equipment and reserves; and funding for the BHS Processing and Defense Fund of $4,000,000]. In addition, we continue to provide management and operational services to the Gated Community Area, with the Security and Landscape Fund. For next fiscal year, the Final Operating and Capital Budget for this fund is $2,855,700 (to include capital improvement of $1,045,000; and reserves of $275,600).

The Village's Capital Improvement Program continues to build upon a strong record of investment in public facilities and infrastructure. In recent years, the Village completed the Public Works Operations Building in North Miami, providing a dedicated facility to better support the Village's operational needs, followed by the successful completion and opening of the Bal Harbour Waterfront Park, creating a signature community amenity. Building on this progress, significant investments continue to be made in the next

generation of capital projects, with approximately $27.2 million in Final capital project-related appropriations. The Village's multi-year Capital Improvement Program advances several major priorities, including the Harbourfront Park – Jetty/Cutwalk and the future Village Hall. Together, these accomplishments and current investments reflect the Village's long-term commitment to planning for growth, improving service delivery, and providing modern, resilient, and high-quality public facilities and infrastructure.

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

The tax roll certified by the Miami-Dade County Property Appraiser on July 1, 2026, is $7,686,283,419, which is an increase of 4.6% from the same value last year. The Final combined rate of 2.5132 to fund operations and fund the dedicated BHS Processing and Defense Fund would generate $18,351,300; as opposed to $14,965,800 for the current year's budgeted revenue. The Final combined millage rate for this upcoming year is comprised of two calculations. The current operating rate of 1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, after strong resident feedback and Council consideration I am proposing this year, to continue the dedicated BHS Processing and Defense Fund with a millage increment of 0.5478 to generate funding for the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is actively being defended.

The establishment of the BHS Processing and Defense Fund has proven essential in our dealings with the Bal Harbour Shops and with the State Legislature. By creating this dedicated fund, the Village has ensured that decisions regarding this matter are made on their merits, not constrained by available funding. While we recognize that private developers may have greater financial capacity, we are confident that our proactive planning has put us in the strongest possible position to defend the Village's best interests—today and in the years ahead.

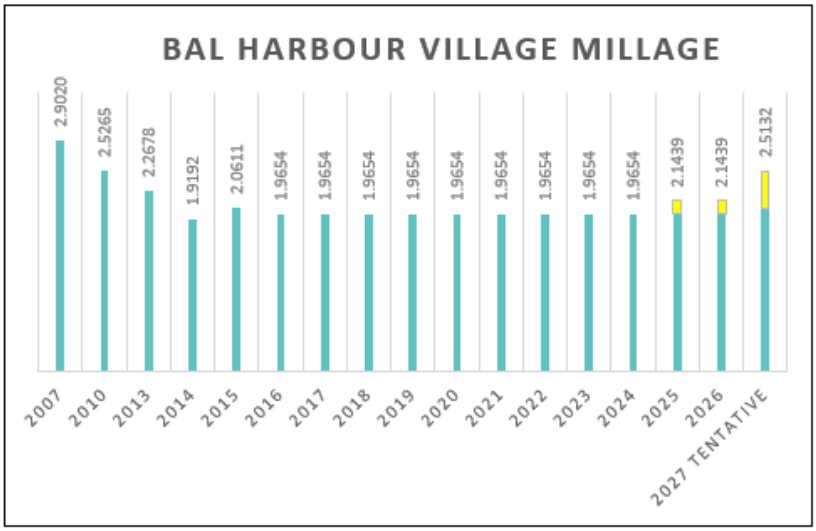
The overall preliminary property tax value increase results from property sales and new construction that occurred during calendar year 2025. This increase is timely due to increased costs resulting from increased labor and vendor related costs; as well as continuing to invest in our capital projects. This increase, however is subject to changes that will likely result from appeals to the Value Adjustment Board (VAB) Hearings. To partially offset fluctuations in values and revenues, the Village includes a Millage Stabilization line item of $200,000 in the budget to help offset the VAB adjustments that occur during the fiscal year.

The current rolled-back rate for FY 2026-2027 would be 2.0252 mills. The rolled-back rate, calculated as required by the Florida Department of Revenue will provide the same ad valorem tax revenue during the prior year, exclusive of new construction and improvements. The Final millage rate of 2.5132 mills is higher by 0.4880 than the current year aggregate rolled-back rate. The state- required methodology for calculating the rolled-back rate requires the use of the current year's gross tax roll value.

FINAL MILLAGE RATE HISTORY & ANALYSIS

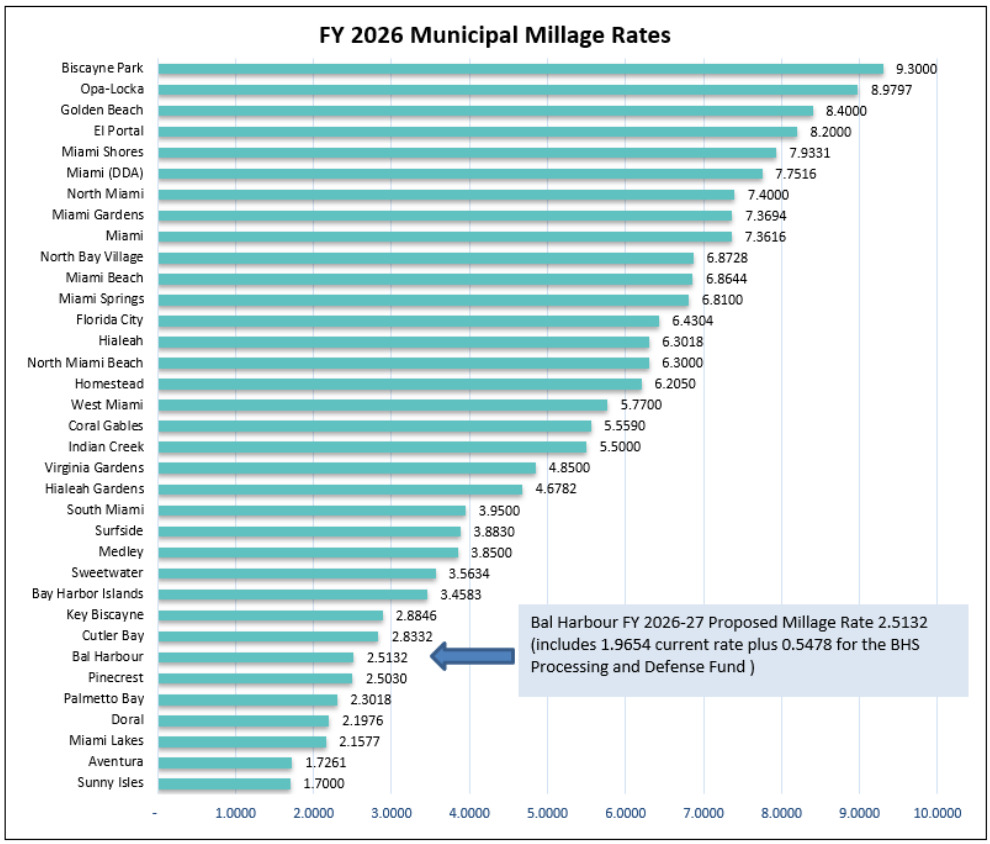
Since FY 2007, the current operating millage rate for the Village has dropped significantly, by over 32% from 2.9020 mills to 1.9654 mills. The Final combined millage rate of 2.5132 for FY 2026-2027 represents the current operating millage rate of 1.9654, plus a 0.5478 dedicated millage adjustment to maintain the BHS Processing and Defense fund.

Maintaining a historically low operating millage rate for the last eleven fiscal years has allowed the Village to provide stable service delivery and plan for future capital projects through the appropriation of funding on an annual basis. The following chart reflects the millage rates from FY 2007 through FY 2026, and the continuation of the current operating rate of 1.9654, plus a rate of 0.5478 for the BHS Processing and Defense fund for FY 2027:



But for the BHS Processing and Defense Fund millage increment, our adopted operating portion of the combined millage rate for FY 2025-2026 was the third lowest millage rate in Miami-Dade County as compared to other cities. It is the only long-established municipality within the grouping of the lowest nine millage rates for Miami-Dade County cities.

The following chart reflects the FY 2026 adopted millage rates for Miami-Dade County municipalities:



It is recommended that Village Council set a final millage rate for Fiscal Year 2026-2027, at 2.5132 mills (represents the current operating millage rate of 1.9654, plus a 0.5478 dedicated millage rate for the funding of the BHS Processing and Defense fund), a rate which is 2.5132 mills per $1,000 of assessed property value. The Final millage rate, calculated at 95% for budget purposes, and based upon the July 1, 2026 estimated adjusted Taxable Value as provided by the Miami-Dade County Property Appraiser is anticipated to yield $18.351 million, for FY 2026-2027.

The recommended FY 2026-2027 final millage outlined for your consideration allows the Village to continue to retain a historically low operating millage rate, providing for coverage of anticipated inflationary impacts for contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, additional pay-as-you-go funds toward future capital projects; as well as the funding of the BHS Processing and Defense fund of $4,000,000. These funds will be used to fund current and future legal and related defense costs.

In developing a budget, we must look at available revenues, expected expenses, potential enhancements, and opportunities for cost savings or efficiencies. The FY 2026-2027 budget development allowed us an opportunity to refocus resource allocation in a strategic manner with a focus toward the Village's future.

BUDGET ADVISORY COMMITTEE RECOMMENDATION

The Bal Harbour Village Budget Advisory Committee (BAC) was established to assist with the development of the budget and fiscal policy. The BAC began meeting in May 2026 to review the development of the Final Budget for FY 2026-27, and to provide recommendations for the Village Council's consideration. The Budget Advisory Committee met throughout the summer and as recently as August 6, 2026, to review current year progress and to provide advisory recommendations on the budget development process. In addition to carefully reviewing the Final budget at a "line item" level, the Committee also reviewed the larger cost centers; Police, Building, Public Works and Beautification; Recreation, Arts & Culture; and Capital Projects; along with the recommended millage rate, and Final operating and capital budgets. The Committee voted unanimously to recommend the Final millage rate, operating budget, water and sewer rates, and the solid waste assessment.

THE BAL HARBOUR EXPERIENCE

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

CONCLUSION

The recommended FY 2026-27 Final millage rate outlined for consideration by the Village Council allows the Village to maintain current service levels (while continuing to provide for funding to mitigate inflationary impacts, anticipated Value Adjustment Board actions, and to advance Village-wide capital improvements) and protect the quality of life of our residents, relative to the property development application submitted by the Whitman Family Development group. Approval of the Final 2.5132 millage rate requires a unanimous vote of the Village Council.

Attachments:

1. DOR Letter

RESOLUTION NO. 2026-___

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE FINAL MILLAGE RATE OF THE VILLAGE FOR THE FISCAL YEAR COMMENCING ON OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065, Florida Statutes, the Miami-Dade County Property Appraiser ("Property Appraiser") has certified the taxable value within Bal Harbour Village (the "Village") for the year 2026 which includes all real property within the Village; and

WHEREAS, on July 13, 2026, the Village Council adopted Resolution No. 2026-1827 providing the tentative millage rate for the fiscal year commencing October 1, 2026, and further scheduled the first public hearing on the millage rate as required by Section 200.065, Florida Statutes, and the first public hearing having been held as scheduled on Tuesday, September 8, 2026 at 6:30 P.M., as described in the Property Appraiser's TRIM mailing and Village website;

WHEREAS, pursuant to a letter dated October 30, 2026 (received November 6, 2026), the Department of Revenue ("DOR") declined to certify the Village's millage because the online notices did not meet Truth in Millage (TRIM) requirements:

WHEREAS, DOR required the Village to re-notice and re-hear these items by November 21, 2026:

WHEREAS, the Village has re-noticed the final public hearing and has held such final public hearing as scheduled on Tuesday, November 17, 2026, at 6:30 P.M., as described on the Village's website and TRIM publication; and

WHEREAS, the Village Council and the Village Manager have reviewed the Final Fiscal Year 2026-27 Budget for the Village and have considered an estimate of the necessary expenditures contemplated in the Budget and have determined that the tax levy

set forth below, along with other available revenue, provides the necessary funds for such expenditures.

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

Section 1. Recitals Adopted. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Adoption of Final Millage. The FY 2026-27 Final millage rate for Bal Harbour Village is hereby adopted at a rate of 2.5132 mills, which is 24.10% higher than the rolled-back rate of 2.0252 mills.

Section 3. Conflicts. All sections or parts of sections of Village Resolutions that conflict with this Resolution are repealed to the extent of such conflict.

Section 4. Severability. The provisions of this Resolution are deemed to be severable, and if any section, sentence, clause or phrase of this Resolution 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 the Resolution, but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

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

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

PASSED AND ADOPTED this 17th day of November, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

October 30, 2026

Jorge M. Gonzalez, Village Manager
Village of Bal Harbour
655 96th Street
Bal Harbour, FL 33154

Re: Truth in Millage (TRIM) Certification

Dear Jorge M. Gonzalez:

The Department of Revenue (Department) reviewed the millage certification documents submitted by the Village of Bal Harbour under sections 200.065 and 200.068, Florida Statutes (F.S.). The following errors are violations of the Truth in Millage (TRIM) law. The Village of Bal Harbour must correct the errors immediately or be subject to the loss of revenue sharing and ad valorem revenues from millage in excess of the rolled-back rate.

FINDINGS OF FACT

1. The Budget Summary and Notice of Proposed Tax Increase advertisements were not adjacent, as required by s. 200.065(3)(l), F.S..
2. The Budget Summary advertisement did not follow the language required by s. 200.065(3)(l), F.S. See the illustration in the copy attached.

CONCLUSIONS OF LAW

1. Section 200.065(3)(l), F.S., mandates the advertisements must be adjacent. Advertisements that are not adjacent are non-compliant with this section, as well as Rule 12D-17.005(2)(c)7., F.A.C.
2. The failure to comply with proper language in the Budget Summary advertisement violates s. 200.065(3)(l), F.S., and Rule 12D-17.005(2)(c)16., F.A.C.

OPPORTUNITY TO REMEDY

The law provides the taxing authority the opportunity to correct these violations by readvertising, reholding hearings, and recertifying compliance under s. 200.065(13), F.S.

Within 15 days of receipt of this notice, the taxing authority must advertise the Notice of Proposed Tax Increase (with applicable violation clause) and Budget Summary advertisements.

Section 200.065(13)(b) and (c), F.S., establishes the requirements stated in this letter. Section 200.065(12), F.S., requires the taxing authority to hold a new millage and budget hearing two to five days following publication of the advertisement.

After advertising and holding the new final hearing, please forward the following to the Property Tax Oversight TRIM office:

- Copies of the advertisements (page from newspaper or screenshot from publicly accessible website) with proofs of publication
- A copy of the resolution adopting the millage
- A copy of the resolution adopting the budget; and
- Certification of Compliance (Form DR-487)

By copy of this notice, the Department is notifying and directing the tax collector to withhold ad valorem tax revenue collected in excess of the rolled-back rate until the taxing authority meets the requirements of law.

By copy of this notice, the Department is notifying the Refunds and Revenue Distribution process of the General Tax Administration program to proceed under ss. 200.065(13)(a), 218.23(1), and 218.63(2), F.S., and Chapter 12D-10, Florida Administrative Code (F.A.C.), to withhold revenue sharing funds until the taxing authority corrects its noncompliance or, if not corrected, for 12 months following the Department's determination of noncompliance. If the taxing authority does not correct its noncompliance, the Department will deposit the withheld funds into the General Revenue Fund.

If the taxing authority fails to correct these violations in the manner described in s. 200.065(13), F.S., and does not recertify compliance to the Department after readvertising and reholding the hearings, the taxing authority will forfeit its state revenue sharing funds and ad valorem proceeds in excess of the rolled-back rate. If the taxing authority recertifies compliance and the Department determines the recertification is not in compliance with s. 200.065, F.S., the same consequences will occur.

This determination applies only to the TRIM certification requirements. The Department will send a determination regarding the maximum millage levy requirements of s. 200.065(5), F.S., in a separate notice.

If the taxing authority believes the certification submitted does not support the Department's determination, please consider the following notice.

NOTICE OF RIGHTS

You may have the right to seek an administrative determination of the facts in this matter under ch. 120, F.S., by filing a petition for administrative hearing with the Department's clerk in the Office of General Counsel, Post Office Box 6668, Tallahassee, Florida 32314-6668. Any such petition must meet the requirements of ch. 28-106, Florida Administrative Code, and should be filed, and received, within 15 days from receipt of this notice. Such administrative tribunal has no equitable or injunctive powers under Florida Law. Under s. 200.065, F.S., mediation is not available in any administrative dispute of the type of agency action announced in this notice.

If you proceed with the administrative determination and are unsuccessful and you do not correct the noncompliance as outlined in this notice, your ability to levy ad valorem taxes, based on the violations stated in this letter, will be seriously in question.

You may also have the right to adjudicate this matter before a circuit court under ch. 86, F.S., and applicable Florida law.

You have the right to seek judicial review of this order as provided in s. 120.68, F.S., by the filing of a Notice of Appeal as provided in Rule 9.110, Florida Rules of Appellate Procedure, with the Department's clerk in the Office of General Counsel, Post Office Box 6668, Tallahassee, Florida 32314-6668 and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. This Notice of Appeal must be filed within 30 days from the date of this order.

If you have any questions, please contact Wyatt Peters at (850) 617-8921.

Sincerely,

Rene Lewis

Rene Lewis, Program Director
Property Tax Oversight

cc: Honorable Dariel Fernandez
Miami-Dade County Tax Collector

Andrea Hunter, Revenue Program Administrator
Florida Department of Revenue
Refunds and Revenue Accounting

RE/#23.04

Legal Ads & Public Notices

23.04

https://www.miamidade.gov/global/navigation/legal-ad-index.page

MIAMI-DADE COUNTY

Services & Information | News & Social Media | Your Government | Employees

Public Notice - Proposed Tax Increase FY 2026-2027

Bal Harbour | Publish Date: Sep 9, 2026

Notice of Proposed Tax Increase for Bal Harbour Village for Fiscal Year 2026-2027. The notice states that the Village has tentatively adopted a measure to increase its property tax levy from approximately $15.56 million last year to a proposed $19.32 million this year. It also provides notice of the public hearing scheduled for September 15, 2026, at 6:30 p.m. at the Bal Harbour Village Council Chamber, where a final decision on the proposed tax increase and budget will be made.

NOTICE OF PROPOSED TAX INCREASE

Bal Harbour Village has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A.	Initially proposed tax levy.....	$	15,753,511
B.	Less tax reductions due to Value Adjustment Board and other assessment changes.....		194,059
C.	Actual property tax levy.....	$	15,559,452
This year's proposed tax levy.....		**$**	**19,317,167**

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

Tuesday, September 15, 2026
6:30 p.m.
at
Bal Harbour Village Council Chamber
655 96 Street Bal Harbour, FL 33154

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

Budget Summary - Bal Harbour Village, FY 2026-27

Bal Harbour | Publish Date: Sep 9, 2026

The Proposed Operating Budget Expenditures of Bal Harbour Village are 15.74 percent more than last year's Total Operating Expenditures.

Round to one decimal 15.7%

BUDGET SUMMARY

Bal Harbour Village - FY 2026-27

THE PROPOSED OPERATING BUDGET EXPENDITURES OF BAL HARBOUR VILLAGE ARE 15.74 PERCENT MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

Millage per $1,000
General Fund Millage: 2.5132

ESTIMATED REVENUES	General Fund	Resort Tax Fund	Water & Wastewater Utility Fund	Security & Landscape Assessment Fund	Total All Funds
Ad Valorem Taxes: Millage per $1,000 = 2.5132	$ 18,351,309	$ -	$ -	$ -	$ 18,351,309
Assessments	993,900	-	-	1,696,700	2,690,600
Sales and Use Taxes	1,973,000	5,714,000	-	-	7,687,000
Charges for Services	5,574,700	-	7,360,000	-	12,934,700
Intergovernmental Revenue	8,195,000	-	-	-	8,195,000
Fines and Forfeitures	938,000	-	-	-	938,000
Miscellaneous Revenue	1,017,200	350,000	40,000	351,400	1,758,600
Licenses and Permits	3,850,300	-	-	-	3,850,300
Debt Proceeds	-	-	-	-	-
TOTAL SOURCES	**40,893,409**	**6,064,000**	**7,400,000**	**2,048,100**	**56,405,509**
Fund Balances	11,188,700	4,612,000	-	807,600	16,608,300
Transfer In	-	-	-	-	-
TOTAL Revenues, Transfers & Balances	**$ 52,082,109**	**$ 10,676,000**	**$ 7,400,000**	**$ 2,855,700**	**$ 73,013,809**
ESTIMATED EXPENDITURES					
General Government	$ 10,805,209	$ -	$ -	$ -	$ 10,805,209
Transportation	-	-	-	-	-
Public Safety	10,259,800	451,200	-	670,000	11,381,000
Parks, Recreation & Culture	2,098,200	1,179,400	-	-	3,277,600
Physical Environment	26,063,400	6,952,300	916,800	2,185,700	36,118,200
Building, Zoning, Planning & Dev.	2,855,500	-	-	-	2,855,500
Water & Wastewater Utility	-	-	5,847,200	-	5,847,200
Tourism	-	2,093,100	-	-	2,093,100
Debt Services	-	-	636,000	-	636,000
TOTAL EXPENDITURES	**$ 52,082,109**	**$ 10,676,000**	**$ 7,400,000**	**$ 2,855,700**	**$ 73,013,809**
Transfer Out	-	-	-	-	-
Fund Balances/Reserves/Net Assets	-	-	-	-	-
TOTAL Appropriated Expenditures Transfers, Reserves and Balances	**$ 52,082,109**	**$ 10,676,000**	**$ 7,400,000**	**$ 2,855,700**	**$ 73,013,809**

THE TENATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE VILLAGE CLERK, 655 96 STREET BAL HARBOUR, FL 33154 AS A PUBLIC RECORD

Budget Summary Advertisement Requirements

An adjacent ***Budget Summary*** advertisement meeting the requirements of s. 129.03(3)(b), F.S., must accompany all required TRIM advertisements. This summary will show for each budget and the total of all budgets the proposed tax millages, balances, and reserves. It must also display the total of each major classification of receipts and expenditures, classified according to the classification of accounts prescribed by the appropriate state agency (s. 129.03(3)(b), F.S.).

Note: "Proposed operating budget expenditures" or "operating expenditures" means all monies of local government, including dependent special districts, that the local government:

- Spent or could spend during the applicable fiscal year; or
- Retained or could retain as a balance for future spending in the fiscal year

However, those monies that the local government holds or uses in trust, agency, or internal service funds and expenditures of bond proceeds for capital outlay or for advanced refunded debt principal are excluded (s. 200.065(3)(l), F.S.).

The ***Budget Summary*** advertisement must present all proposed budgets and state all tentative millages (ss. 200.065(3)(l) and 129.03(3)(b), F.S.). The advertisements must include the statement of increase in operating expenditures in **bold** type if the proposed operating budget expenditures for the upcoming year are greater than those of the current year. There are no size requirements.

The *Budget Summary* advertisement must:

- Show all tentatively adopted millage rates:
  - General Fund
  - Dependent District
  - MSTU
  - Voted Debt Service
- Show all funds
- Have a balanced budget
  - All funds should balance.
  - The total of all funds should balance.
- Show a line item for Reserves
- Have an adjacent ad (***Notice of Proposed Tax Increase*** ad **or *Notice of Budget Hearing*** ad **– not both**)
- Comply with sections 129 and 166, F.S., and all statutory budget requirements
- Have at least 95% of ad valorem taxes included in the budget for each millage rate shown.

  Not be in the legal or classified section of the newspaper

Example of Calculation of 95 Percent Ad Valorem Proceeds

Each millage rate must include at least 95 percent ad valorem proceeds in the budget. For example, for a Town in Florida that is a taxing authority, here's the calculation for 95% of ad valorem proceeds:

Line 4 (**DR-420**) x .95 x Tentative/Advertised Millage = MINIMUM REQUIREMENT

Line 4 (**DR-420DEBT**) x .95 x Tentative/Advertised Debt Millage = MINIMUM REQUIREMENT

Line 4, Form **DR-420**

			Millage	
$11,252,100	x .95	x	4.4205 per $1,000 =	$47,253

Line 4, Form **DR-420DEBT**

$11,252,100	x .95	x	1.0000 per $1,000 =	$10,689

TOTAL = $57,942

Minimum ad valorem proceeds to include in the budget:

$47,253	4.4205 = Millage Rate
$10,689	1.0000 = Voted Debt Service

$57,942 = Total minimum ad valorem proceeds included in the budget

MILLAGE	OPERATING	DEP/MSTU/DEBT
Proposed	4.4205	1.0000
Tentative/advertised	4.4205	1.0000

Statement for Budget Increase

Include the following statement (in **bold**) if the proposed operating budget expenditures are more than the prior year's total operating expenditures and the applicable percentage is greater than zero.

Calculation:

[(Current year budget - prior year budget) ÷ prior year budget] x 100

Is this amount greater than zero? If so, use this statement:

THE PROPOSED OPERATING BUDGET EXPENDITURES OF *(name of taxing authority)* **ARE** *(percent rounded to one decimal place)* **MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.** (s.200.065(3)(i), F.S.)

Example of Advertisement for *Budget Summary* with Budget Increase

Example: Budget Summary Ad With Budget Increase

BUDGET SUMMARY

Town of Florida - Current Fiscal Year

***THE PROPOSED OPERATING BUDGET EXPENDITURES OF (name of taxing authority) ARE (percent rounded to one decimal) MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES.**

General fund	4.4205
Voted fund	1.0000

ESTIMATED REVENUES		GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT FUND	ENTERPRISE FUND	INTERNAL SERVICE	TOTAL ALL FUNDS
Taxes:	Millage per $1000								
Ad Valorem Taxes	**4.4205**	**47,253**							47,253
Ad Valorem Taxes	**1.000 (voted debt)**			**10,689**					10,689
Sales And Use Taxes		22,639	8,000						30,639
Charges For Services		13,603	3,313		9,467				26,383
Intergovernmental Revenue		28,982	5,620		20,895		23,685		79,182
Fines & Forfeitures		15,240							15,240
Miscellaneous Revenue		16,894	3,350		9,536			1,415	31,195
Licenses And Permits		15,357	4,667		12,350				32,374
Internal Service Charges		8,388	2,415					11,895	22,698
TOTAL SOURCES		**168,356**	**27,365**	**10,689**	**52,248**	**0**	**23,685**	**13,310**	**295,653**
Transfers In		2,235							2,235
Fund Balances/Reserves/Net Assets		75,675							75,675
TOTAL REVENUES,TRANSFERS & BALANCES		**$246,266**	**$27,365**	**$10,689**	**$52,248**	**0**	**$23,685**	**$13,310**	**$373,563**
EXPENDITURES									
General Government		133,500	4,080		18,650				$156,230
Public Safety		36,063	3,500		13,340				$52,903
Physical Environment		13,660	200		3,514				$17,374
Transportation		9,000	3,260		10,055				$22,315
Debt Services		6,650		10,689					$269,675
Human Services		17,765	15,325		3,450		23,685		$60,225
Internal Services								13,310	$13,310
TOTAL EXPENDITURES		**$216,638**	**$26,365**	**$10,689**	**$49,009**	**0**	**$23,685**	**$13,310**	**$339,696**
Transfers Out					3,239				3,239
Fund Balances/Reserves/Net Assets		29,628	1,000						30,628
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES		**$246,266**	**$27,365**	**$10,689**	**$52,248**	**0**	**$23,685**	**$13,310**	**$373,563**

The tentative, adopted, and / or final budgets are on file in the office of the above referenced taxing authority as a public record.

Must show at least 95% Ad Valorem Proceeds for each millage

Example: Non-Compliance with Violation Clause

Notice of Proposed Tax Increase

NOTICE OF PROPOSED TAX INCREASE

THE PREVIOUS NOTICE PLACED BY THE VILLAGE OF BAL HARBOUR HAS BEEN DETERMINED BY THE DEPARTMENT OF REVENUE TO BE IN VIOLATION OF THE LAW, NECESSITATING THIS SECOND NOTICE.

The Village of Bal Harbour has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy	$	15,753,511
B. Less tax reductions due to Value Adjustment Board and other assessment changes	$	194,059
C. Actual property tax levy	$	15,559,452

This year's proposed tax levy ..... $ 19,317,167

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

(DATE)
(TIME)
at
(MEETING PLACE)

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

Use this ad if your taxing authority's tentatively adopted millage rate is **greater than** the current year rolled-back rate.

The notice of proposed tax increase ad will:

- Be advertised WITHIN 15 DAYS OF NOTIFICATION of Non-Compliance from the Department of Revenue.
- Have the violation clause in boldfaced type.
- Be a **full 1/4 page** ad.
- Have an adjacent Budget Summary advertisement.
- Have a millage rate above the rolled-back rate.
- Hold Final Hearing within 2 to 5 days after advertised.

FLORIDA Department of Revenue

CERTIFICATION OF COMPLIANCE

Chapter 200, Florida Statutes
and Sections 218.23 and 218.63, Florida Statutes

FISCAL YEAR :	County :	☐ Check if new address

Taxing Authority :

Mailing Address :

Physical Address :

City, State, Zip :

Date of Final Hearing :

Taxing authorities must file Form DR-487 with the required attachments within 30 days of the final hearing.

Submit TRIM Compliance Packages in OASYS eTRIM application at https://eportal.oasys.floridarevenue.com/.

All Taxing Authorities, Except School Districts

WITHIN 30 DAYS OF FINAL HEARING complete certification with:

☐ 1. Proof of Publication uniform affidavit from the newspaper for all newspaper advertisements. (See Rule 12D-17.002, F.A.C.)

☐ 2. Ordinance or Resolution:
   a. Adopting the final millage rate, with percent change of rolled-back rate shown and
   b. Adopting the final budget, indicating order of adoption. **DO NOT SEND ENTIRE BUDGET.**

☐ 3. ENTIRE PAGE(s) from the print edition newspaper or the entire webpage for Internet-only publications for all newspaper advertisements
   a. Budget Summary Advertisement.
   b. Notice of Proposed Tax Increase or Budget Hearing Advertisement.
   c. COUNTIES ONLY: Form DR-529, *Notice - Tax Impact of the Value Adjustment Board*, within 30 days of completion.

☐ 4. Copy of Form DR-420, *Certification of Taxable Value*, include Form DR-420TIF, *Tax Increment Adjustment Worksheet* and Form DR-420DEBT, *Certification of Voted Debt Millage*, if applicable.

☐ 5. Form DR-420MM, *Maximum Millage Levy Calculation Final Disclosure*.

☐ 6. Form DR-487V, *Vote Record for Final Adoption of Millage Levy*.

☐ 7. Form DR-422, *Certification of Final Taxable Value*,** and Form DR-422DEBT *Certification of Final Voted Debt Millage*, if applicable.

School Districts

WITHIN 30 DAYS OF FINAL HEARING complete certification with:

☐ 1. Form ESE 524, *Millage Resolution*.

☐ 2. Resolution or Ordinance Adopting Budget, indicating order of adoption.

☐ 3. ENTIRE PAGE(s) from the print edition newspaper or the entire webpage for Internet-only publications for all newspaper advertisements:
   a. Budget Summary Advertisement.
   b. Notice of Proposed Tax Increase or Budget Hearing Advertisement.
   c. Notice of Tax for School Capital Outlay.
   d. Amended Notice of Tax for School Capital Outlay.

☐ 4. Proof of Publication uniform affidavit from the newspaper for all newspaper advertisements or from a publicly accessible website. (See Rule 12D-17.002, F.A.C.)

☐ 5. Copy of Form DR-420S, *Certification of School Taxable Value* and Form DR-420DEBT, *Certification of Voted Debt Millage*, if applicable.

☐ 6. Form DR-422, *Certification of Final Taxable Value*** and Form DR-422DEBT, *Certification of Final Voted Debt Millage*, if applicable.

****If you have not received Form DR-422, do not delay submitting your TRIM package. It is due within 30 days of your final hearing. Submit Form DR-422 when it is received from the property appraiser. If you do not submit all required documents, the Department of Revenue will find you non-compliant with Section 218.26(4), F. S. Taxing authorities and units of local government participating in revenue sharing may lose these funds for twelve months, under Sections 200.065, 218.23, 218.26(4), and 218.63. F.S. Ad valorem proceeds from any millage above the rolled-back rate must be placed in escrow.**

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
Signature of Chief Administrative Officer : ☐ *Check if new contact*	Date :
☐ Mr. ☐ Ms. Print Name of Chief Administrative Officer :	Title :
Contact Name and Contact Title : ☐ *Check if new contact*	E-mail Address :
Phone Number :	Fax Number :

All TRIM forms for taxing authorities are available at: floridarevenue.com/property/forms

References

This form mentions the following documents, which are incorporated by reference in Rule 12D-16.002, F.A.C. The forms are available at floridarevenue.com/property/forms.

Form	Form Title
DR-420	Certification of Taxable Value
DR-420DEBT	Certification of Voted Debt Millage
DR-420MM	Maximum Millage Levy Calculation, Final Disclosure
DR-420S	Certification of School Taxable Value
DR-420TIF	Tax Increment Adjustment Worksheet
DR-422	Certification of Final Taxable Value
DR-422DEBT	Certification of Final Voted Debt Millage
DR-487V	Vote Record for Final Adoption of Millage Levy
DR-529	Notice Tax Impact of Value Adjustment Board

FLORIDA

VOTE RECORD FOR FINAL ADOPTION OF MILLAGE LEVY

Section 200.065 (5), Florida Statutes

DR-487V
R. 01/26
Rule 12D-16.002,
F.A.C.
Effective 02/26

Counties, municipalities, independent special districts, water management districts, municipal services taxing units, and dependent special districts must use this form to certify the vote of the governing body on the millage rate adopted at their final hearing. The Department uses this form to determine compliance with the maximum millage levy provisions.

Year:	County:
Principal Authority Name:	Taxing Authority Name:

List ALL members of the taxing authority governing body and their vote on the resolution or ordinance stating the millage rate to be levied and adopted at their final hearing (s. 200.065(2)(d), F.S.).

	Name	Yes	No	Not present or Not Voting
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
Attach additional sheets, if necessary.	**FINAL VOTE TOTALS:**			

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
Signature of Chief Administrative Officer:		Date:
Title:	Contact Name and Contact Title:	
Mailing Address:	Physical Address:	
City, State, Zip	Phone Number:	Fax Number:

This form must be submitted to the Department of Revenue with Forms DR-487, *Certification of Compliance*, and DR-420MM, *Maximum Millage Levy Calculation Final Disclosure*. These forms are incorporated, by reference, in Rule 12D-16.002, F.A.C. Submit the completed form and supporting documentation electronically through the Department's Oversight and Assistance System (OASYS) electronic portal using the Truth in Millage (eTRIM) application at https://eportal.oasys.floridarevenue.com/.

All TRIM forms for taxing authorities are available at floridarevenue.com/property/forms.

FLORIDA

MAXIMUM MILLAGE LEVY CALCULATION
FINAL DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM
R. 06/26
Rule 12D-16.002
F.A.C.
Effective 06/26

Provisional

Year :	County :
Principal Authority Name:	Taxing Authority Name:

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	per $1,000	(2)
	Calculate maximum millage levy		
3.	Majority vote maximum millage rate allowed *(Enter rolled back rate from line 2)*	per $1,000	(3)
4.	Two-thirds vote maximum millage rate allowed *(Multiply Line 3 by 1.10)*	per $1,000	(4)
5.	Current year adopted millage rate (See page 3 for instructions)	per $1,000	(5)
6.	**Minimum vote required to levy adopted millage:** (Check one)		(6)

☐ a. Majority vote of the governing body: Check here if Line 5 is less than or equal to Line 3. The maximum millage rate is equal to the rolled-back rate. *Enter Line 3 on Line 7.*

☐ b. Two-thirds vote of governing body: Check here if Line 5 is less than or equal to Line 4, but greater than Line 3. The maximum millage rate is equal to adopted rate. *Enter Line 5 on Line 7.*

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 5 is greater than Line 4. The maximum millage rate is equal to the adopted rate. *Enter Line 5 on Line 7.*

☐ d. Referendum: The maximum millage rate is equal to the adopted rate. *Enter Line 5 on Line 7.*

7.	The selection on Line 6 allows a maximum millage rate of *(Enter rate indicated by choice on Line 6)*	per $1,000	(7)
8.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	(8)
9.	Current year adopted taxes *(Line 5 multiplied by Line 8, divided by 1,000)*	$	(9)
10.	Total taxes levied at the maximum millage rate *(Line 7 multiplied by Line 8, divided by 1,000)*	$	(10)

DEPENDENT SPECIAL DISTRICTS AND MUNICIPAL SERVICE TAXING UNITS (MSTUs) STOP ***STOP HERE. SIGN AND SUBMIT.***

11.	Enter the sum of all current year adopted taxes of all dependent special districts & MSTUs levying a millage. *(The sum of all Lines 9 from each district's and each MSTUs Form DR-420MM)*	$	(11)
12.	Total current year adopted taxes *(Line 9 plus Line 11)*	$	(12)
	Total Maximum Taxes		
13.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage *(The sum of all Lines 10 from each district's and each MSTUs Form DR-420MM)*	$	(13)
14.	Total taxes at maximum millage rate *(Line 10 plus line 13)*	$	(14)

Continued on page 2

Total Maximum Versus Total Taxes Levied				
15.	Are the total current year adopted taxes on Line 12 equal to or less than total taxes at the maximum millage rate on Line 14? (Check one)	☐ YES	☐ NO	(15)

SIGN HERE			
	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete, certify and submit this form with a completed Form DR-487, Certification of Compliance, within 30 days of the final hearing. Submit the forms electronically through the Department's Oversight and Assistance System (OASYS) electronic portal using the Truth in Millage (eTRIM) application at https://eportal.oasys.floridarevenue.com/.

Instructions on page 3

MAXIMUM MILLAGE LEVY CALCULATION FINAL DISCLOSURE INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete Form DR-420MM.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form provides for the calculation of the maximum tax levy for the current year allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

Form DR-420MM shows the maximum millages and taxes levied based on the adoption vote. Each taxing authority must complete and certify this form. This certified DR-420MM and completed DR-487, *Certification of Compliance*, must be submitted to the Department of Revenue within 30 days of the final hearings.

Taxing authorities must also submit Form DR-487V, *Vote Record for Final Adoption of Millage Levy*. This form certifies to the Department of Revenue the vote on the resolution or ordinance stating the millage rate adopted at the final hearing.

Line Instructions

Lines 3 and 4

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 5

Rate cannot exceed the statutory rate of the principal taxing authority.

Line 6

Check the box for the minimum vote necessary at the final hearing to levy the adopted millage rate.

Line 7

Enter the millage rate indicated by the box checked in Line 6. If the adopted millage rate is equal to or less than the majority vote maximum millage rate, enter the rolled-back rate. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the adopted millage rate. For a millage requiring more than a majority vote, the adopted millage rate must be entered on Line 7, rather than the maximum rate, so that the comparisons on Lines 11 through 15 are accurate.

All TRIM forms for taxing authorities are available at
floridarevenue.com/property/forms

References

This form mentions the following documents, which are incorporated by reference in Rule 12D-16.002, Florida Administrative Code. The forms are available at floridarevenue.com/property/forms.

Form	Form Title
DR-420	Certification of Taxable Value
DR-487	Certification of Compliance
DR-487V	Vote Record for Final Adoption of Millage Levy

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2026-27

Issue:

Should the Village Council approve the FY 2026-27 Final Operating & Capital Budget as recommended by the Village Budget Advisory Committee and the Village Manager?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Village has re-noticed this evening's millage and budget hearing at the direction of the Florida Department of Revenue (DOR). In a letter dated October 30, 2026 (received November 6, 2026), DOR declined to certify the Village's millage because the online notices did not meet Truth in Millage (TRIM) requirements. DOR requires the Village to re-notice and re-hear these items by November 21, 2026. The notices had the correct content and were posted on the correct website, on the same webpage. However, the millage notice and budget summary were reached through separate links. DOR requires the budget summary to appear next to the millage notice on the same screen. Because the Village no longer runs print advertisements, the online notices were its only notices. As a result, DOR is treating the September 15, 2026 final hearing as not properly noticed. Per DOR's guidance, the re-notice must reflect the millage approved at the September 8, 2026 first hearing. It is recommended that the Village Council approve the Final FY 2026–27 Operating and Capital Budget as presented. The Final Budget incorporates a multi-year Capital Improvement Plan while maintaining the Village's historically low current operating millage rate and level of municipal services. The Final Budget provides funding for anticipated inflationary and contractual cost increases; includes a millage stabilization provision to mitigate the financial impact of Value Adjustment Board actions experienced in recent fiscal years; provides additional pay-as-you-go funding for future capital projects; and dedicates $4.0 million to the BHS Processing and Defense Fund. A summary of the Final FY 2026–27 allocations by fund is provided below. This item was presented and approved by Council at the First Budget Hearing on September 8th, 2026.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE FINAL BUDGET.

Advisory Board Recommendation:

The Village Budget Advisory Committee voted unanimously to recommend the FY 2026-27 Final Operating and Capital Budget as presented.

Financial Information:

	Amount	Account	Account #
	$ 52,082,000	General Fund	01-Various
	$ 10,676,100	Resort Tax Fund	10-Various
	$ 7,400,000	Water & Wastewater Fund	40-Various
	$ 2,855,700	Security & Landscape Fund	11-Various

Sign off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 17, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2026-27; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

EXPLANATION FOR REHEARING AND RE-ADOPTION

The Village has re-noticed this evening's millage and budget hearing at the direction of the Florida Department of Revenue (DOR). In a letter dated October 30, 2026 (received November 6, 2026), DOR declined to certify the Village's millage because the online notices did not meet Truth in Millage (TRIM) requirements. DOR requires the Village to re-notice and re-hear these items by November 21, 2026.

The notices had the correct content and were posted on the correct website, on the same webpage. However, the millage notice and budget summary were reached through separate links. DOR requires the budget summary to appear next to the millage notice on the same screen. Because the Village no longer runs print advertisements, the online notices were its only notices. As a result, DOR is treating the September 15, 2026 final hearing as not properly noticed. Per DOR's guidance, the re-notice must reflect the millage approved at the September 8, 2026 first hearing.

If the Village does not act, DOR will direct the Tax Collector to withhold the Village's property tax revenue above the rolled-back rate, and will withhold the Village's revenue-sharing funds for 12 months. After tonight's hearing, public comment, and Council vote on the final millage rate, the Village must recertify its compliance with Section 200.065, Florida Statutes, to DOR, which will make the final compliance determination. DOR has already reviewed and approved the Village's revised online notice format.

PRIOR FINAL BUDGET HEARING ADMINISTRATIVE RECOMMENDATION

It is recommended that the Council approve the Final FY 2026-27 Operating and Capital Budget as presented and adopt the Final millage rate of 2.5132 mills. The Final combined millage rate for this upcoming year is comprised of two calculations. The current fiscal year operating rate of 1.9654 mills to fund the ongoing operations of the Village plus the

funding of the Bal Harbour Shops (BHS) Processing and Defense fund at a rate of 0.5478 mills. Approval of the Final 2.5132 millage rate requires a unanimous vote of the Village Council. This item was presented and approved by Council at the First Budget Hearing on September 8th, 2026.

BACKGROUND

I am pleased to present the Final Operating and Capital Budget for Fiscal Year (FY) 2026-27 for Bal Harbour Village, which commences on October 1, 2026 and ends on September 30, 2027. This document outlines the thirteenth budget I have developed since becoming your Village Manager in 2013, providing information about our Village's accomplishments during FY 2025-2026 and the plans and expected goals for the upcoming FY 2026-27. Reviewed together with the Village's Annual Comprehensive Financial Report (ACFR), this budget book provides an overview of our financial position in the Village, as well as accomplishments and future plans for our community.

Bal Harbour Village has three (3) primary funds used to operate our municipal government: (1) General Fund, (2) Resort Tax, and (3) Water and Wastewater Utility Fund (Utility Fund). The total Final Operating and Capital Budget for all major funds is $70,158,100 [this includes $29,453,800 of Capital Improvement Program (CIP) appropriations (inclusive of minor equipment and reserves); and funding for the Bal Harbour Shops (BHS) Processing and Defense Fund of $4,000,000]. In addition, we continue to provide management and operational services to the Gated Community Area, with the Security and Landscape Fund. For next fiscal year, the Final Operating and Capital Budget for this fund is $2,855,700 (to include capital improvement of $1,045,000; and reserves of $275,600).

Bal Harbour Village continues to demonstrate a strong financial position across all funds, reflecting our disciplined resource allocation, prudent management, and consistently conservative fiscal policies.

The Final combined millage rate for FY 2026-2027 is 2.5132 mills per $1,000 of assessed value and is comprised of two distinct components. The current service level operating millage rate remains unchanged at 1.9654 mills, continuing to fully fund the ongoing operations of the Village, including routine inflationary and contractual cost increases, as well as targeted service level enhancements to ensure greater benefits to our residents, while maintaining the high level of municipal services our residents have come to expect. Additionally, after strong resident feedback and Council consideration, an adjustment to the dedicated millage for the Bal Harbour Shops Processing and Defense Fund from 0.1785 mills to 0.5478 mills is being recommended. This adjustment is allocated entirely to the extraordinary legal, administrative, technical and professional expenses associated with the ongoing Bal Harbour Shops litigation and related proceedings. It should be noted that the Final increase in the combined millage rate is not necessary to maintain current Village service levels, but rather to ensure that sufficient resources are available to continue vigorously defending the Village's interests and protecting the quality of life of our residents. Approval of the Final 2.5132 millage rate requires a unanimous vote of the Village Council.

The Final budget for FY 2026-27 allows the Village to continue to retain a historically low operating rate, providing for coverage of anticipated inflationary impacts for contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, additional pay-as-you-go funds toward future capital projects; as well as the funding of the dedicated BHS Processing and Defense Fund of $4,000,000. These funds will be used to fund current and future legal and related defense costs.

Significant investments continue to be made in the various capital improvement projects in our public spaces and infrastructure with a total of $27,193,563 in Final capital project-related appropriations. The Village has developed a long-term vision for the future of our community with a multi-year capital improvement program with the appropriation of funding toward several capital projects in the Village. The Village's Capital Program also continued to advance two of our most significant long-term investments: the Harbourfront Park, Jetty and Cutwalk Project and the new Village Hall.

Staff has worked diligently to ensure that we continue to operate in a fiscally responsible manner as we deliver the Bal Harbour Experience. The current service level Operating General Fund Budget for Fiscal year 2026-2027 reflects an increase of approximately 4.40%, which is driven primarily by inflationary factors in the costs of services contracted, and wages & benefits for current employees.

As we began development of the FY 2026-2027 Operating and Capital Budget, our primary objective was to fully fund the Village's current service levels while carefully evaluating targeted enhancements that respond to operational needs, improve service delivery, strengthen our infrastructure, and advance the Village Council's priorities. The resulting budget fully funds our existing operations and current service levels within the unchanged 1.9654 mill operating rate, while including several focused service and operational enhancements designed to strengthen the Village organization and improve the experiences of our residents.

The Final FY 2026-27 Budget provides for:

- Current Service Levels,
- The BHS Processing and Defense Fund,
- A strategic police reorganization of the Police Department's command structure,
- Expanded Building Department inspection availability,
- Village-wide cybersecurity enhancements,
- Enhanced Recreation, Arts & Culture programming & activities,
- Full funding for two of the Village's most significant Capital Improvement Program priorities – the Harbourfront Park and the new Village Hall,
- Replacement of outdated Police Department laptops,
- Full funding of our reserves, consistent with established fiscal policies.

Lastly, this budget includes $935,000 for our various reserves (i.e. fleet, Capital, and IT) and $200,000 in our millage stabilization allocation to help offset any unexpected reductions due to an increase in successful value adjustment board appeals.

Together, these investments reflect a disciplined and forward-looking budget framework. In the budget presented herein, we are maintaining the services and programs that define the quality of life in Bal Harbour, strategically enhancing service delivery where there is a demonstrated need, investing in our public safety and technology infrastructure, fully supporting our most significant capital priorities, and maintaining the reserves necessary to preserve the Village's long-term fiscal strength. At the same time, the Final budget provides the additional dedicated resources necessary for the Village to continue defending its interests in the ongoing Bal Harbour Shops litigation without compromising the current services provided to our community.

BUDGET DEVELOPMENT GOALS

Since its adoption in 2019, the Village's vision has continued to provide a consistent framework for how we plan, invest, and deliver services throughout Bal Harbour Village. At the Village Council retreat in February 2026, the Council reaffirmed that vision and its continued relevance in guiding our priorities. At its core, the vision is to preserve Bal Harbour as the safest residential community, defined by a beautiful environment, exceptional destinations and amenities, and a unique sense of elegance that together support the highest quality of life for our residents and an unmatched experience for visitors from around the world. This vision is brought to life through our mission of delivering the Bal Harbour Experience – the distinctive, refined, and carefully curated experience that defines what it means to live in or visit our community.

The four elements which denote the essence of the Bal Harbour Experience are reflected as follows:



- **Beautiful Environment** – Fusing casual elegance with tranquil coastal living presented through the lens of secluded beaches, lush landscaping, serene public spaces, well-detailed sidewalks and rights of way, and jogging paths incorporated into the native environment. These signature amenities reflect the standards the community expects and set the tone which one recognizes upon arriving in Bal Harbour, and longs to return to once gone.
- **Destination & Amenities** - Elevated experiences and unhurried bliss are the distinctive hallmarks of our Village delivered through exquisite luxury hotels, inspiring culinary selections, and celebrated high-end shopping. A waterfront park, iconic Jetty, and our beautiful beaches add to the lure of our breathtaking setting.
- **Unique & Elegant** – Residents and guests balance sun and sea drenched escapes with our curated events designed for discerning connoisseurs of all ages. Creative public art features, our acclaimed Museum Access Program featuring curated tours, culinary events, movies under the stars, and excursions to limited engagement events set our enclave apart in delivering a tranquil and refined lifestyle.
- **Safety** - Anchored by our focus on a Community Policing model, where our officers are staffed, trained and motivated to provide excellent service and safety to our residents and guests in a pleasant, engaging, and friendly manner. The visible presence of our officers, investment in state-of-the-art technology and incorporation of innovative policing strategies ensure that our community remains safe at all times, as well as a recognized leader and model in public safety.

Together, these elements define what makes our community so unique, distinctive, and such a desirable place to live, work, visit, and play in. Each of the four elements that contribute to the *Bal Harbour Experience* are primarily supported by a Village Department as follows:

- Beautiful Environment led by the Public Works and Beautification Department and supported by the Capital Improvement Projects.
- Destination & Amenities led by the Tourism Department and supported by the Recreation, Arts & Culture Department.
- Unique & Elegant led by the Recreation, Arts & Culture Department and supported by the Tourism Department.
- Safety led by the Police and Building Departments who each contribute to the promise of safety in our community.

Furthermore, these elements and the Vision for our Village rest on a foundation based on:

- Developing and maintaining well-designed and modernized public facilities and infrastructure;
- Implementing smart policies and strategic solutions to address the challenges of today and to ensure that we remain a resilient and sustainable community able to protect our future; and
- Ensuring that both the perception and reality of safety in our community remains uncompromised.

At our annual Village Council retreats, we have an opportunity to revisit and discuss our priorities to ensure that they remain relevant and responsive to the needs of our community. During this year's retreat, the Village Council reaffirmed the importance of the initiatives currently underway and, rather than ranking them in order of priority, determined that each should be considered important to advancing the Village's vision and the *Bal Harbour Experience*. Accordingly, the following initiatives collectively represent the Village Council's priorities for the FY 2026-27 budget development process:

- Bal Harbour Shops Negotiations, Litigation, Legislative Advocacy, Administering DA, and Expansion Construction
- Harbourfront Park/Cutwalk – Negotiate GMP and Commence Construction
- New Village Hall Basis of Design Report and CDs
- Sustain Traffic Mitigation, Community Policing, Presence and Enforcement
- Utility Infrastructure Projects (5a, 6a, 6b, 7)
- Bal Harbour Civic Association / Gated Community Operations / Milestone Agreement / Stormwater Fee
- Beach Renourishment / Beach Maintenance / Sargassum / Bay
- 80th Anniversary Program
- Tourism Strategic Plan
- Playground at Greenspace by the Guardhouse and/or Fitness Stations along Beach Path

All these priorities are underway in various stages of progress and the Final FY 2026-27 budget provides funding and support for these priorities.

Developing funding strategies, specific initiatives and programming that will further our vision, top priorities, and the *Bal Harbour Experience* have been, and continue to be, the focus of our budget development process in FY 2026-27.

The Final Budget is the culmination of an evaluation and assessment process undertaken each year. We carefully evaluate the existing activities, determine where the Village would benefit from additional investment, and ensure that we establish appropriate levels of service and identify efficiencies or enhancements for each operational activity. It remains my goal to provide you with as much information as possible for you to make informed decisions, and to support and expand the Village's vision and mission.

The following is a breakdown of the Final FY 2026-27 operating and capital budget allocations (inclusive of the BHS Processing and Defense Fund of $4,000,000) for each of the distinct Funds:

Expenditures Summary by Fund	
	FY 2027 Proposed Budget
General Fund	$ 48,082,000
General Fund - BHS Processing and Defense Fund	4,000,000
Resort Tax Fund	10,676,100
Water and Wastewater Fund	7,400,000
Security & Landscape Assessment Fund	2,855,700
Total Expenditures	**$ 73,013,800**

The FY 2026-27 Final Operating and Capital Budget builds upon our past accomplishments and continues the current levels of service our residents and visitors have grown accustomed to. The multi-year CIP program continues the investment in modernizing and upgrading the infrastructure and facilities in our community.

FACTORS AFFECTING FY 2026-27 BUDGET

In developing a budget, we must look at available revenues, expected expenses, potential enhancements, and opportunities for cost savings or efficiencies. The FY 2026-27 budget development allowed us an opportunity to refocus resource allocation in a strategic manner with a focus toward the Village's future.

The Miami-Dade County Property Appraiser provides municipalities with a certification of Assessment Roll Values for the upcoming fiscal year on July 1 of each year. Pursuant to Florida Statutes (F.S.) 200.065, within thirty-five (35) days of certification of value, each taxing authority shall advise the Property Appraiser of its Final millage rate, of its rolled-back rate, and of the date, time, and place at which its first public budget hearing will be held to consider the Final millage rate and tentative budget.

At the July 13, 2026 Village Council meeting, the Council set the tentative millage rate, the first step to formally adopting a budget, at 2.5132 mills which includes the unchanged current fiscal year rate of 1.9654 to fund the ongoing operations of the Village plus an increase of the BHS Processing and Defense Fund at a rate to 0.5478 mills from the current year rate of 0.1785 mills. The Public Budget Hearing Dates were set for Tuesday, September 8, 2026 and the second public hearing for Tuesday, November 17, 2026.

Tax Roll, Millage Rate, and Ad Valorem Revenue

The tax roll certified by the Miami-Dade County Property Appraiser on July 1, 2026, is $7,686,283,419, which is an increase of 4.6% from the same value last year. The Final combined rate of 2.5132 to fund operations and fund the dedicated BHS Processing and Defense Fund would generate $18,351,300; as opposed to $14,965,800 for the current year's budgeted revenue. The Final combined millage rate for this upcoming year is comprised of two calculations. The current operating rate of 1.9654 is sufficient to fund the ongoing operations of the Village including any expected inflationary or other routine expected cost increases. However, after strong resident feedback and Council

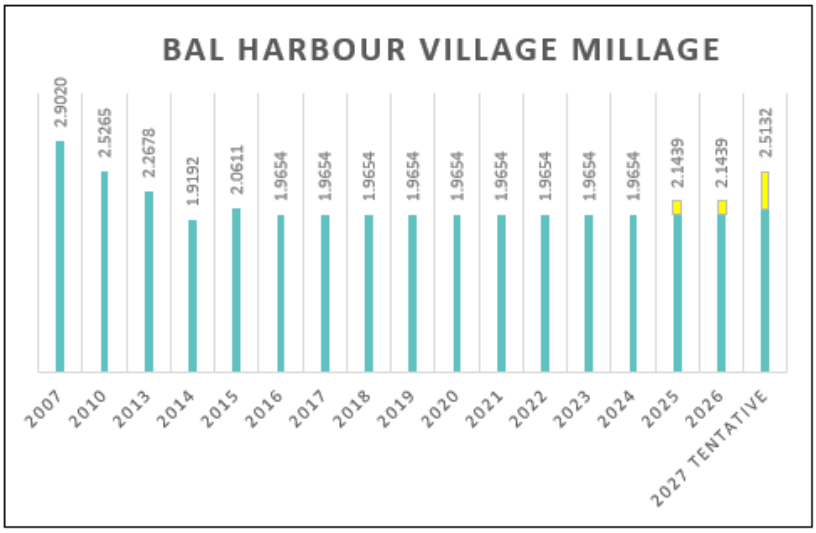
consideration I am proposing this year, to continue the dedicated BHS Processing and Defense Fund with a millage increment of 0.5478 to generate funding for the additional, non-current service level expenses associated with the review of the Bal Harbour Shops' Live Local Act application along with the current and expected litigation that is actively being defended. At the Final millage rate of 2.5132 mills (which includes a rate of 0.5478 for the funding of a BHS Processing and Defense Fund), and calculated at 95% of the adjusted taxable value certified as required per F.S. 200.065(1)(a)1, the ad valorem revenue budgeted is $18,351,300. The overall preliminary property tax value increase results from property sales and new construction that occurred during calendar year 2025. This increase is timely due to increased costs resulting from increased labor and vendor related costs; as well as continuing to invest in our capital projects. This increase, however is subject to changes that will likely result from appeals to the Value Adjustment Board Hearings.

The current rolled-back rate for FY 2026-27 would be 2.0252 mills. The rolled-back rate, calculated as required by the Florida Department of Revenue will provide the same ad valorem tax revenue during the prior year exclusive of new construction and improvements. The Final millage rate of 2.5132 mills is higher by 0.4880 than the current year aggregate rolled-back rate. The state- required methodology for calculating the rolled-back rate requires the use of the current year's gross roll value.

FINAL MILLAGE RATE HISTORY & ANALYSIS

Since FY 2007, the current operating millage rate for the Village has dropped significantly, by over 32% from 2.9020 mills to 1.9654 mills. The Final combined millage rate of 2.5132 for FY 2026-27 represents the current operating millage rate of 1.9654, plus a 0.5478 dedicated millage adjustment to maintain the BHS Processing and Defense Fund.

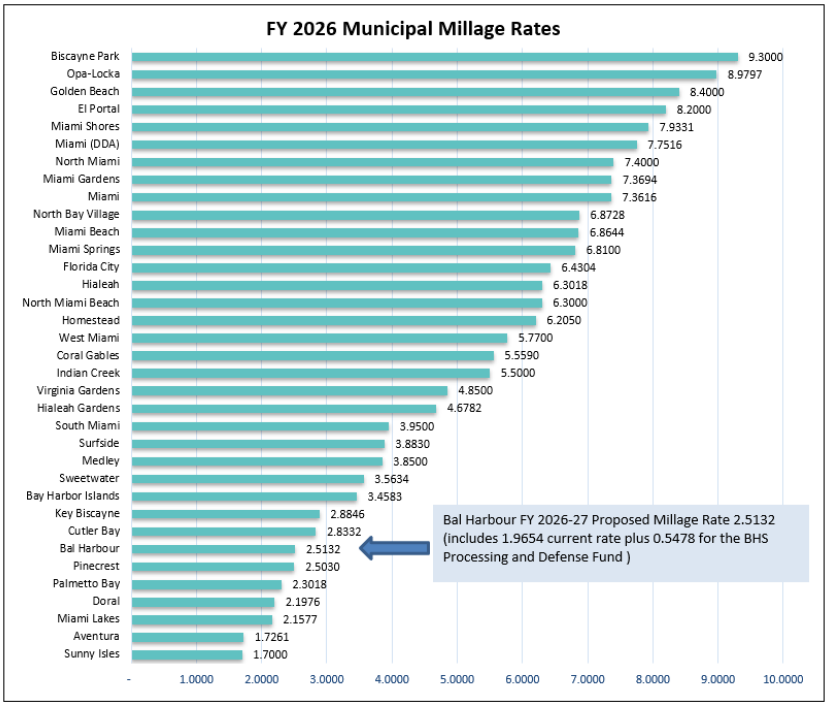
Maintaining a historically low operating millage rate for the last eleven fiscal years has allowed the Village to provide stable service delivery and plan for future capital projects through the appropriation of funding on an annual basis. The following chart reflects the millage rates from FY 2007 through FY 2026, and the continuation of the current operating rate of 1.9654, plus a rate of 0.5478 for the BHS Processing and Defense Fund for FY 2027:



But for the BHS Processing and Defense Fund millage increment, our adopted operating portion of the combined millage rate for FY 2025-26 was the third lowest millage rate in Miami-Dade County as compared to other cities. It is the only long-established municipality within the grouping of the lowest nine millage rates for Miami-Dade County cities.

The following chart reflects the FY 2026 adopted millage rates for Miami-Dade County municipalities:

It is recommended that Village Council set a Final millage rate for Fiscal Year 2026-27, at 2.5132 mills (represents the current operating millage rate of 1.9654, plus a 0.5478 dedicated millage rate for the funding of the BHS Processing and Defense Fund), a rate which is 2.5132 mills per $1,000 of assessed property value. The Final millage rate, calculated at 95% for budget purposes, and based upon the July 1, 2026 estimated adjusted Taxable Value as provided by the Miami-Dade County Property Appraiser is anticipated to yield $18.351 million, for FY 2026-27.



The recommended FY 2026-27 Final combined millage ceiling outlined for your consideration allows the Village to continue to retain a historically low operating millage rate, providing for coverage of anticipated inflationary impacts for contractual-related increases, the continued provision of the current level of municipal services, a millage stabilization line item to mitigate value adjustment board impacts experienced in the last few fiscal years, additional pay-as-you-go funds toward future capital projects; as well as the funding of the dedicated BHS Processing and Defense Fund of $4,000,000. These funds will be used to fund current and future legal and related defense costs.

By setting an appropriate operating millage rate, we establish the primary parameter in the development of the FY 2026-27 Operating Budget. It is important to set a millage rate that allows for the continued advancement of our budget development goals and allocating resources in a strategic manner with an emphasis on results-oriented management practices. The FY 2026-27 Final Operating and Capital Budget does just that, by building on the foundation we established together in the last several years and further cultivating the *Bal Harbour Experience*.

GENERAL FUND EXPENSE

In preparing the Final Budget, we carefully evaluated the effects of current economic conditions on supply costs, labor availability, and overall operational expenses. We also assessed the ongoing impact of elevated inflation, identifying both challenges and potential opportunities for cost savings and operational efficiencies.

The Final General Fund Operating and Capital Budget incorporates the funding for operating departments and activities within the Final FY 2026-27 Budget expenditures of $52,082,000 (includes $23,925,000 in Final capital project related appropriations (inclusive of minor equipment purchases and reserves); and funding for the BHS Processing and Defense Fund of $4,000,000), at the Final combined millage rate of 2.5132 mills.

The Final FY 2026–27 General Fund Operating Budget maintains current service levels while providing for a general cost-of-living adjustment, other employee compensation adjustments, and a 5.0% increase in health insurance premiums. The budget also includes funding for Building Electronic Permitting Software, as-needed staffing to support a fifth day of inspections within the Building Department, enhancements to Recreation programming, expanded early-morning gym access at the Waterfront Park facility, and the acquisition of automated cybersecurity threat detection software to strengthen Village-wide protection.

The Final General Fund Capital Budget includes funding for capital projects, reserves, and minor equipment purchases, including investments in the Harbourfront Park – Jetty/Cutwalk Project and the Village Hall Project; the purchase of ruggedized tablets for the Police Department; and other minor equipment and capital needs.

In addition, the budget includes general capital project reserves ($355,000), renewal and replacement reserves for law enforcement fleet ($280,000), as well as public works and beautification fleet ($100,000); IT Machinery & equipment reserves ($50,000); and a capital renewal and replacement reserve for the New Waterfront Park Facility ($150,000).

CAPITAL IMPROVEMENT PROGRAM

The FY 2026-27 Final Operating and Capital Budget includes capital improvements Village wide, as summarized in the following table.

	Budget			
	Previous Years	FY 2027	Future Years	Total
FUNDING SOURCE				
General Fund:				
Miami-Dade General Obligation Bond Fund	$ 8,063,000	$ -	$ -	$ 8,063,000
Developer Contributions - Bal Harbour Shops (PPS)	3,500,000	-	-	3,500,000
Developer Contributions - Bal Harbour Shops (Village Hall)	18,056,228	**2,836,516**	-	20,892,744
Developer Contributions - Bal Harbour Shops (Other)	2,000,000	-	500,000	2,500,000
Developer Contributions - Other	3,100,000	-	1,000,000	4,100,000
Developer Contributions - Interest Earnings	1,860,168	**370,407**	-	2,230,575
Suntrust/Truist Rent	3,831,341	**755,332**	3,136,340	7,723,013
Grants	15,008,832	**8,000,000**	-	23,008,832
Budget Allocation	969,340	-	-	969,340
Appropriation of Fund Balance/Carryover	19,251,434	**10,731,308**	-	29,982,742
Village 2011 Bond Escrow Funds	368,933	-	-	368,933
Total General Fund	**76,009,276**	**22,693,563**	4,636,340	**103,339,179**
Resort Tax Fund:				
Appropriation of Fund Balance/Carryover	5,750,000	**4,500,000**	-	10,250,000
Total Resort Tax Fund	**5,750,000**	**4,500,000**	**-**	**10,250,000**
Utility Fund:				
Miami-Dade General Obligation Bond Funds	6,500,000	-	-	6,500,000
Developer Contributions - Oceana	950,000	-	-	950,000
Budget Allocation	2,221,800	-	-	2,221,800
Appropriation of Fund Balance/Carryover	6,549,840	-	-	6,549,840
Village 2011 Bond Escrow Funds	3,221,300	-	-	3,221,300
Village 2020 Utility Revenue Note	8,438,108	-	-	8,438,108
TBD - (Grants, Debt Issuance, etc.)	-	-	10,546,200	10,546,200
Total Utility Fund	**27,881,048**	**-**	**10,546,200**	**38,427,248**
Security and Landscape Assessment Fund:				
Appropriation of Fund Balance/Carryover	**1,302,000**	-	-	1,302,000
Total Security and Landscape Assessment Fund	**1,302,000**	**-**	**-**	**1,302,000**
TBD	-	-	**18,050,000**	**18,050,000**
TOTAL FUNDING SOURCE	**$ 110,942,324**	**$ 27,193,563**	**$ 33,232,540**	**$ 171,368,427**
EXPENDITURE BY PROJECT				
Parks and Public Spaces Operations Facility	$ 3,164,704	$ -	-	$ 3,164,704
Waterfront Park (Phase A)	22,529,092	-	-	22,529,092
Harbour Front Park - Jetty/Cutwalk	25,327,454	**12,847,546**	1,000,000	39,175,000
New Village Hall	7,751,000	**14,346,017**	16,045,906	38,142,923
Waterfront Park (Phase B)	50,000	-	6,050,000	6,100,000
96th Street Plaza	200,000	-	-	200,000
Collins Avenue Beautification	50,000	-	12,000,000	12,050,000
BeachSide Landscape	50,000	-	-	50,000
Utility Infrastructure - Sewer, Water and Stormwater Improvemer	38,910,508	-	10,546,200	49,456,708
TBD:			-	
Use of Shop Funds	-	-	500,000	500,000
TOTAL EXPENDITURE	**$ 98,032,758**	**$ 27,193,563**	**$ 46,142,106**	**$ 171,368,427**

All appropriations and encumbrances related to the CIP are generally re-appropriated into the subsequent year's budget. Grant awards received subsequent to a project's appropriation are used to offset the previously planned use of Fund Balance/Budget Allocations.

The FY 2026-27 Final CIP Budget includes investment towards the Harbourfront Park - Jetty/Cutwalk project and the Village Hall project. Totaling $27,193,563 in new appropriations for capital projects, of which $8,000,000 will be funded by grants; $755,332 will be funded by rental income from the Suntrust/Truist Building; $2,836,516 in Developer Contributions and $15,231,308 Appropriations of Fund Balance from the General Fund

($10,731,308 which primarily represents Developer Contributions previously received and fund balance capital reserves previously set-aside) and Resort Tax Fund ($4,500,000) fund balance reserves previously set-aside). The Village anticipates additional grant awards in the near future that will be used to offset any previously planned use of Fund Balance/Budget Allocations.

WATER & WASTEWATER UTILITY FUND AND RATES

Water and Wastewater services within the Village are provided as an enterprise operation. The enterprise operation is funded through charges for measurable water and wastewater services consumed by customers. Pursuant to Chapter 180, Florida Statutes, municipalities are authorized to establish just and equitable rates to be paid for the use of the utility. Rates established as charges for services should sustain its operations and satisfy any related debt.

For the Village utility operations, water is purchased at a wholesale rate from the Miami-Dade County Water and Sewer Department (Miami-Dade WASD), and the City of Miami Beach (CMB) applies a surcharge rate to Wastewater flows conveyed through their system for treatment at the Miami-Dade WASD's Virginia Key plant facility. Wholesale water service is paid directly to Miami-Dade WASD, and wholesale sewer services are paid directly to the CMB by the Village; for this reason, their rates directly affect the rates the Village charges to our customers.

In past years, we have passed-through rate adjustments from our wholesale service providers to our customers; this year, Miami-Dade WASD has proposed a water rate increase (inclusive of a prior-year consumption true-up assessment), so in turn, we propose to pass that cost on to our customers as well. The proposed wholesale water rate change is an increase of 5.13%, or $0.1267 for Wholesale Water Rates, from $2.4678/1,000 gallons to $2.5945/1,000 gallons. If this rate adjustment is passed-through to Village utility customers consistent with the past practice in the last few fiscal years, inclusive of a cost-of-living and other increases in the Bal Harbour Village surcharge, it would result in an adjustment from $6.3495/1,000 gallons, to $6.5926/1,000 gallons or a 3.83% rate increase to Village customers, as summarized below:

Water Service Rates (per 1,000 gallons)			
	2025-26	2026-27	Percent Change
Miami Dade - WASD Wholesale	$ 2.4678	$ 2.5945	5.13%
Bal Harbour Village	3.8817	3.9981	3.00%
Total	$ 6.3495	$ 6.5926	3.83%

The water rate increase would result in a cost to Village customers (who average 12,000 gallons per month) of approximately $2.92 more per month at the Final rate.

The Village's Wastewater costs consist of two components: a wholesale sewer charge from the Miami-Dade WASD and a surcharge from the CMB, reflecting the Village's use of both agencies' sewer systems. CMB pays Miami-Dade WASD directly for wholesale sewer services, and the Village, in turn, pays CMB for its share of these costs and the applicable CMB surcharge. For the upcoming fiscal year, Miami-Dade WASD has proposed a 25.36%

increase in its sewer rate, inclusive of a prior-year consumption true-up assessment, bringing the rate to $5.6854 per 1,000 gallons consumed. In addition, CMB has proposed a 100% increase in its sewer surcharge, raising the rate to $2.3600 per 1,000 gallons to support sewer operations and planned capital improvements. The CMB increase follows a two-year phased approach established during last year's budget process. At that time, the Village, working with several neighboring municipalities, successfully advocated for CMB to phase its proposed increase over two years rather than impose the full adjustment in a single year. This approach moderated the immediate financial impact on residents and businesses while providing additional time to plan for the higher cost of service. To address these wholesale cost increases, along with cost-of-living adjustments, contractual obligations, and a prior-year consumption true-up owed to CMB, the proposed rate adjustment increases the Village's Wastewater service rate from $12.0031 to $14.5220 per 1,000 gallons consumed. Despite this increase, the Village's Wastewater rate remains competitive with neighboring municipalities. The Final rate provides the revenue necessary to meet rising service costs and contractual obligations while supporting the Village's long-term infrastructure needs and maintaining rates within regional norms.

Wastewater Service Rates (per 1,000 gallons)			
	2025-26	2026-27	Percent Change
City of Miami Beach Surcharge	$ 1.1800	$ 2.3600	100.00%
Miami - Dade WASD Wholesale	4.5351	5.6854	25.36%
Bal Harbour Village	6.2880	6.4766	3.00%
Total	$ 12.0031	$ 14.5220	20.99%

The Wastewater rate increase would result in a cost to Village customers (who average 12,000 gallons per month) of approximately $30.23 more per month at the Final rate.

The City of Miami Beach wholesale Sewer surcharge consists of an administrative fee and an infrastructure renewal and replacement fee. In addition, Miami-Dade County requires a Utility Tax Fee of $6.00 per one hundred ($100.00) of Utility receipts. This 6.0% is collected by the Village on each bill as Utility Tax and is remitted to the County at the conclusion of each fiscal year; this rate has remained unchanged since FY 2015.

The FY 2026-27 Final Utility Fund Budget is balanced with the Final rate for water services of $6.5926/1,000 gallons, and a rate for sewer service of $14.5220/1,000 gallons.

At their August 6, 2026 meeting, the Village's Budget Advisory Committee reviewed the Final Water rate adjustments, and the Sewer rate adjustments and voted to recommend approval of the recommended Final rates respectively.

The Final FY 2026-27 Operating and Capital Budget for the Utility Fund is $7,400,000 (this includes capital improvements, minor equipment and reserves totaling $916,800).

RESORT TAX

Bal Harbour Village is one of only three Miami-Dade County municipalities, along with the City of Miami Beach and the Town of Surfside, to levy a resort tax, and in doing so takes advantage of the benefits derived from this revenue source. This includes the reinvestment in the promotion of tourism and enhancing tourist-eligible activities throughout the Village as well as efforts related to the beautification and maintenance of the Village in areas visited by tourists.

Bal Harbour Village levies a Resort Tax of four (4) percent of the amount received for the occupancy of a room in any hotel, motel, or apartment house. In addition, it levies two (2) percent on retail sales of all items of food or beverages, alcoholic or otherwise, sold at retail for consumption on the premises, at any place of business within the Village. Both these levies are consistent with Part I, Chapter 212, of Florida Statutes.

The Resort Tax Fund FY 2026-27 Final Operating and Capital Budget is $10,676,100. The Final Operating budget maintains current service levels while providing for a general cost-of-living adjustment, other employee compensation adjustments, and a 5.0% increase in health insurance premiums and continues to enhance the Miami-Dade County seaweed removal program by incorporating targeted Sargassum removal efforts. The Final Capital budget includes replacement of a $112,000 vehicle for the Beautification Department; and $4,500,000 capital investment into the Jetty Capital Project.

The Final budget also includes the recurring activities of the Tourism Department, as well as Beautification/Greenspace Division of the Public Works & Beautification Department, Recreation, Arts & Culture Department, and the Police Department through their public safety support. Through the date of the issuance of this book, Resort Tax collections for FY 2025-26 have been at the same levels as the previous fiscal year which resulted in the Village's highest Resort Tax collections in Village history. As a result, the FY 2026-27 Resort Tax Budget is set in line to support and enhance these levels.

SECURITY AND LANDSCAPE

The Security and Landscape Assessment Fund is a minor budgeted fund, which accounts for the special assessments received from the property owners residing in the assessment area maintaining the security and common areas.

The FY 2026-27 Final Operating and Capital Budget for the Security and Landscape Assessment Fund is $2,855,700 (to include capital improvement of $1,045,000; and reserves of $275,600). For FY 2026-27, the Final Budget includes an assessment rate of $7,500.00 per Single-Family Residential Unit, $3,750.00 per Unimproved Property, and $30,000.00 per Private Recreational Facility, compared with current-year rates of $6,500.00, $3,250.00, and $26,000.00, respectively. The Final assessment rates are anticipated to support recurring operations, including security services, landscaping, the Property Manager Program, and construction compliance activities. In addition, the budget includes funding for certain capital improvements, including the Street Lighting Project within the gated area. This project is to be primarily funded from the FY 2025 Fund

Balance reserves previously designated for future paving and other needs, with amounts to be replenished in future years.

BUDGET ADVISORY COMMITTEE RECOMMENDATION

The Bal Harbour Village Budget Advisory Committee (BAC) was established to assist with the development of the budget and fiscal policy. The BAC began meeting in May 2026 to review the development of the Final Budget for FY 2026-27, and to provide recommendations for the Village Council's consideration. The Budget Advisory Committee met throughout the summer and as recently as August 6, 2026, to review current year progress and to provide advisory recommendations on the budget development process. In addition to carefully reviewing the Final budget at a "line item" level, the Committee also reviewed the larger cost centers; Police, Building, Public Works and Beautification; Recreation, Arts & Culture; and Capital Projects; along with the recommended millage rate, and Final operating and capital budgets. The Committee voted unanimously to recommend the Final operating and capital budget, water and sewer rates, and the solid waste assessment.

Attached is the Village Manager's Budget Message and FY 2026-27 Final Operating Budget and Multi-year Capital Plan, which provide additional detail on all aspects of the FY 2026-27 Final Budget**.**

THE BAL HARBOUR EXPERIENCE

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

Attachments:

1. Appendix A – Budget
2. Appendix B – DOR Letter

RESOLUTION NO. 2026-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, APPROVING AND ADOPTING THE FINAL BUDGET AND CAPITAL IMPROVEMENT PLAN FOR BAL HARBOUR VILLAGE FOR FISCAL YEAR 2026-27; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village (the "Village") is a municipality located in Miami-Dade County, Florida; and

WHEREAS, the first public hearing as required by Section 200.065, Florida Statutes, was held on Tuesday, September 8, 2026, and the original final public hearing was held on Tuesday, September 15, 2026, at 6:30 P.M., as described on the Village website and in the required public notices; and

WHEREAS, pursuant to a letter dated October 30, 2026 (received November 6, 2026), the Department of Revenue ("DOR") declined to certify the Village's millage because the online notices did not meet Truth in Millage (TRIM) requirements:

WHEREAS, DOR required the Village to re-notice and re-hear the millage items by November 21, 2026:

WHEREAS, the Village has re-noticed the final public hearing and has held such final public hearing as scheduled on Tuesday, November 17, 2026, at 6:30 P.M., as described on the Village's website and TRIM publication;

WHEREAS, it is necessary to re-adopt the Village budget after the re-adoption of the millage rate; and

WHEREAS, the amount of funds available from taxation and other non-ad valorem revenues equals the total appropriations for expenditures and reserves.

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

Section 1. Recitals Adopted. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Final Budget Adoption. The Budget for Fiscal Year 2026-27 (the "Budget"), a copy of which is attached hereto as Exhibit "A" is hereby approved and adopted as the Final budget and may be amended at the second budget hearing.

Section 3. Capital Improvement Plan. The Capital Improvement Plan, which is on file in the office of the Village Clerk, and the Capital Improvement Summary which is attached hereto, are hereby adopted and approved as a component of the Final Budget for Fiscal Year 2026-27.

Section 4. Conflicts. All sections or parts of sections of Village Resolutions that conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Effective Date. That this Resolution shall be effective upon adoption at the final budget hearing.

The foregoing Resolution was offered by Councilmember _____, who moved its adoption at the final budget hearing. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

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

APPROVED AS FINAL BUDGET AT SECOND BUDGET HEARING ON NOVEMBER 17, 2026.

PASSED AND ADOPTED this 17th day of November, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

Resolution Exhibit A: Revenue & Expenditure Authority by Fund
Total Revenue & Expenditure

Rounded to '00s

General Fund		
Revenue	$	52,082,000
Expenditure		
Legislative		421,000
Administration		1,897,800
Finance		1,155,000
General Government		6,329,300
Law Enforcement		10,259,900
Building and Permitting		2,855,500
Public Works & Beautification		2,733,700
Recreation, Arts & Culture		2,098,200
Information Technology		505,800
Capital Program		23,329,700
Legal Support Services		496,100
General Fund Total	**$**	**52,082,000**
Water & Wastewater Utility Fund		
Revenue	$	7,400,000
Expenditure		
Utility Operations		6,483,200
Capital Projects		916,800
Water & Wastewater Utility Fund Total	**$**	**7,400,000**
Resort Tax Fund		
Revenue	$	10,676,100
Expenditures		
Tourism & Marketing		2,093,100
Beautification/Greenspace		2,452,300
Law Enforcement		451,200
Recreation, Arts & Culture		1,179,500
Capital Program		4,500,000
Resort Tax Fund Total	**$**	**10,676,100**
Landscape & Security Assessment Fund		
Revenue	$	2,855,700
Expenditures		
Landscape & Security Assessment Area		2,855,700
Landscape & Security Assessment Fund	**$**	**2,855,700**

Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

October 30, 2026

Jorge M. Gonzalez, Village Manager
Village of Bal Harbour
655 96th Street
Bal Harbour, FL 33154

Re: Truth in Millage (TRIM) Certification

Dear Jorge M. Gonzalez:

The Department of Revenue (Department) reviewed the millage certification documents submitted by the Village of Bal Harbour under sections 200.065 and 200.068, Florida Statutes (F.S.). The following errors are violations of the Truth in Millage (TRIM) law. The Village of Bal Harbour must correct the errors immediately or be subject to the loss of revenue sharing and ad valorem revenues from millage in excess of the rolled-back rate.

FINDINGS OF FACT

1. The Budget Summary and Notice of Proposed Tax Increase advertisements were not adjacent, as required by s. 200.065(3)(l), F.S..
2. The Budget Summary advertisement did not follow the language required by s. 200.065(3)(l), F.S. See the illustration in the copy attached.

CONCLUSIONS OF LAW

1. Section 200.065(3)(l), F.S., mandates the advertisements must be adjacent. Advertisements that are not adjacent are non-compliant with this section, as well as Rule 12D-17.005(2)(c)7., F.A.C.
2. The failure to comply with proper language in the Budget Summary advertisement violates s. 200.065(3)(l), F.S., and Rule 12D-17.005(2)(c)16., F.A.C.

OPPORTUNITY TO REMEDY

The law provides the taxing authority the opportunity to correct these violations by readvertising, reholding hearings, and recertifying compliance under s. 200.065(13), F.S.

Within 15 days of receipt of this notice, the taxing authority must advertise the Notice of Proposed Tax Increase (with applicable violation clause) and Budget Summary advertisements.

Section 200.065(13)(b) and (c), F.S., establishes the requirements stated in this letter. Section 200.065(12), F.S., requires the taxing authority to hold a new millage and budget hearing two to five days following publication of the advertisement.

After advertising and holding the new final hearing, please forward the following to the Property Tax Oversight TRIM office:

- Copies of the advertisements (page from newspaper or screenshot from publicly accessible website) with proofs of publication
- A copy of the resolution adopting the millage
- A copy of the resolution adopting the budget; and
- Certification of Compliance (Form DR-487)

By copy of this notice, the Department is notifying and directing the tax collector to withhold ad valorem tax revenue collected in excess of the rolled-back rate until the taxing authority meets the requirements of law.

By copy of this notice, the Department is notifying the Refunds and Revenue Distribution process of the General Tax Administration program to proceed under ss. 200.065(13)(a), 218.23(1), and 218.63(2), F.S., and Chapter 12D-10, Florida Administrative Code (F.A.C.), to withhold revenue sharing funds until the taxing authority corrects its noncompliance or, if not corrected, for 12 months following the Department's determination of noncompliance. If the taxing authority does not correct its noncompliance, the Department will deposit the withheld funds into the General Revenue Fund.

If the taxing authority fails to correct these violations in the manner described in s. 200.065(13), F.S., and does not recertify compliance to the Department after readvertising and reholding the hearings, the taxing authority will forfeit its state revenue sharing funds and ad valorem proceeds in excess of the rolled-back rate. If the taxing authority recertifies compliance and the Department determines the recertification is not in compliance with s. 200.065, F.S., the same consequences will occur.

This determination applies only to the TRIM certification requirements. The Department will send a determination regarding the maximum millage levy requirements of s. 200.065(5), F.S., in a separate notice.

If the taxing authority believes the certification submitted does not support the Department's determination, please consider the following notice.

NOTICE OF RIGHTS

You may have the right to seek an administrative determination of the facts in this matter under ch. 120, F.S., by filing a petition for administrative hearing with the Department's clerk in the Office of General Counsel, Post Office Box 6668, Tallahassee, Florida 32314-6668. Any such petition must meet the requirements of ch. 28-106, Florida Administrative Code, and should be filed, and received, within 15 days from receipt of this notice. Such administrative tribunal has no equitable or injunctive powers under Florida Law. Under s. 200.065, F.S., mediation is not available in any administrative dispute of the type of agency action announced in this notice.

If you proceed with the administrative determination and are unsuccessful and you do not correct the noncompliance as outlined in this notice, your ability to levy ad valorem taxes, based on the violations stated in this letter, will be seriously in question.

You may also have the right to adjudicate this matter before a circuit court under ch. 86, F.S., and applicable Florida law.

You have the right to seek judicial review of this order as provided in s. 120.68, F.S., by the filing of a Notice of Appeal as provided in Rule 9.110, Florida Rules of Appellate Procedure, with the Department's clerk in the Office of General Counsel, Post Office Box 6668, Tallahassee, Florida 32314-6668 and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. This Notice of Appeal must be filed within 30 days from the date of this order.

If you have any questions, please contact Wyatt Peters at (850) 617-8921.

Sincerely,

Rene Lewis

Rene Lewis, Program Director
Property Tax Oversight

cc: Honorable Dariel Fernandez
Miami-Dade County Tax Collector

Andrea Hunter, Revenue Program Administrator
Florida Department of Revenue
Refunds and Revenue Accounting

RE/#23.04

Legal Ads & Public Notices

23.04

https://www.miamidade.gov/global/navigation/legal-ad-index.page

MIAMI-DADE COUNTY

Services & Information | News & Social Media | Your Government | Employees

Public Notice - Proposed Tax Increase FY 2026-2027

Bal Harbour | Publish Date: Sep 9, 2026

Notice of Proposed Tax Increase for Bal Harbour Village for Fiscal Year 2026-2027. The notice states that the Village has tentatively adopted a measure to increase its property tax levy from approximately $15.56 million last year to a proposed $19.32 million this year. It also provides notice of the public hearing scheduled for September 15, 2026, at 6:30 p.m. at the Bal Harbour Village Council Chamber, where a final decision on the proposed tax increase and budget will be made.

NOTICE OF PROPOSED TAX INCREASE

Bal Harbour Village has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A.	Initially proposed tax levy.....	$	15,753,511
B.	Less tax reductions due to Value Adjustment Board and other assessment changes.....		194,059
C.	Actual property tax levy.....	$	15,559,452
This year's proposed tax levy.....		**$**	**19,317,167**

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

Tuesday, September 15, 2026
6:30 p.m.
at
Bal Harbour Village Council Chamber
655 96 Street Bal Harbour, FL 33154

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

Budget Summary - Bal Harbour Village, FY 2026-27

Bal Harbour | Publish Date: Sep 9, 2026

The Proposed Operating Budget Expenditures of Bal Harbour Village are 15.74 percent more than last year's Total Operating Expenditures.

Round to one decimal 15.7%

BUDGET SUMMARY

Bal Harbour Village - FY 2026-27

THE PROPOSED OPERATING BUDGET EXPENDITURES OF BAL HARBOUR VILLAGE ARE 15.74 PERCENT MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.

Millage per $1,000
General Fund Millage: 2.5132

ESTIMATED REVENUES	General Fund	Resort Tax Fund	Water & Wastewater Utility Fund	Security & Landscape Assessment Fund	Total All Funds
Ad Valorem Taxes: Millage per $1,000 = 2.5132	$ 18,351,309	$ -	$ -	$ -	$ 18,351,309
Assessments	993,900	-	-	1,696,700	2,690,600
Sales and Use Taxes	1,973,000	5,714,000	-	-	7,687,000
Charges for Services	5,574,700	-	7,360,000	-	12,934,700
Intergovernmental Revenue	8,195,000	-	-	-	8,195,000
Fines and Forfeitures	938,000	-	-	-	938,000
Miscellaneous Revenue	1,017,200	350,000	40,000	351,400	1,758,600
Licenses and Permits	3,850,300	-	-	-	3,850,300
Debt Proceeds	-	-	-	-	-
TOTAL SOURCES	**40,893,409**	**6,064,000**	**7,400,000**	**2,048,100**	**56,405,509**
Fund Balances	11,188,700	4,612,000	-	807,600	16,608,300
Transfer In	-	-	-	-	-
TOTAL Revenues, Transfers & Balances	**$ 52,082,109**	**$ 10,676,000**	**$ 7,400,000**	**$ 2,855,700**	**$ 73,013,809**
ESTIMATED EXPENDITURES					
General Government	$ 10,805,209	$ -	$ -	$ -	$ 10,805,209
Transportation	-	-	-	-	-
Public Safety	10,259,800	451,200	-	670,000	11,381,000
Parks, Recreation & Culture	2,098,200	1,179,400	-	-	3,277,600
Physical Environment	26,063,400	6,952,300	916,800	2,185,700	36,118,200
Building, Zoning, Planning & Dev.	2,855,500	-	-	-	2,855,500
Water & Wastewater Utility	-	-	5,847,200	-	5,847,200
Tourism	-	2,093,100	-	-	2,093,100
Debt Services	-	-	636,000	-	636,000
TOTAL EXPENDITURES	**$ 52,082,109**	**$ 10,676,000**	**$ 7,400,000**	**$ 2,855,700**	**$ 73,013,809**
Transfer Out	-	-	-	-	-
Fund Balances/Reserves/Net Assets	-	-	-	-	-
TOTAL Appropriated Expenditures Transfers, Reserves and Balances	**$ 52,082,109**	**$ 10,676,000**	**$ 7,400,000**	**$ 2,855,700**	**$ 73,013,809**

THE TENATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE VILLAGE CLERK, 655 96 STREET BAL HARBOUR, FL 33154 AS A PUBLIC RECORD

Budget Summary Advertisement Requirements

An adjacent ***Budget Summary*** advertisement meeting the requirements of s. 129.03(3)(b), F.S., must accompany all required TRIM advertisements. This summary will show for each budget and the total of all budgets the proposed tax millages, balances, and reserves. It must also display the total of each major classification of receipts and expenditures, classified according to the classification of accounts prescribed by the appropriate state agency (s. 129.03(3)(b), F.S.).

Note: "Proposed operating budget expenditures" or "operating expenditures" means all monies of local government, including dependent special districts, that the local government:

- Spent or could spend during the applicable fiscal year; or
- Retained or could retain as a balance for future spending in the fiscal year

However, those monies that the local government holds or uses in trust, agency, or internal service funds and expenditures of bond proceeds for capital outlay or for advanced refunded debt principal are excluded (s. 200.065(3)(l), F.S.).

The ***Budget Summary*** advertisement must present all proposed budgets and state all tentative millages (ss. 200.065(3)(l) and 129.03(3)(b), F.S.). The advertisements must include the statement of increase in operating expenditures in **bold** type if the proposed operating budget expenditures for the upcoming year are greater than those of the current year. There are no size requirements.

The *Budget Summary* advertisement must:

- Show all tentatively adopted millage rates:
  - General Fund
  - Dependent District
  - MSTU
  - Voted Debt Service
- Show all funds
- Have a balanced budget
  - All funds should balance.
  - The total of all funds should balance.
- Show a line item for Reserves
- Have an adjacent ad (***Notice of Proposed Tax Increase*** ad **or *Notice of Budget Hearing*** ad **– not both**)
- Comply with sections 129 and 166, F.S., and all statutory budget requirements
- Have at least 95% of ad valorem taxes included in the budget for each millage rate shown.

  Not be in the legal or classified section of the newspaper

Example of Calculation of 95 Percent Ad Valorem Proceeds

Each millage rate must include at least 95 percent ad valorem proceeds in the budget. For example, for a Town in Florida that is a taxing authority, here's the calculation for 95% of ad valorem proceeds:

Line 4 (**DR-420**) x .95 x Tentative/Advertised Millage = MINIMUM REQUIREMENT

Line 4 (**DR-420DEBT**) x .95 x Tentative/Advertised Debt Millage = MINIMUM REQUIREMENT

Line 4, Form **DR-420**

			Millage	
$11,252,100	x .95	x	4.4205 per $1,000 =	$47,253

Line 4, Form **DR-420DEBT**

$11,252,100	x .95	x	1.0000 per $1,000 =	$10,689

TOTAL = $57,942

Minimum ad valorem proceeds to include in the budget:

$47,253	4.4205 = Millage Rate
$10,689	1.0000 = Voted Debt Service

$57,942 = Total minimum ad valorem proceeds included in the budget

MILLAGE	OPERATING	DEP/MSTU/DEBT
Proposed	4.4205	1.0000
Tentative/advertised	4.4205	1.0000

Statement for Budget Increase

Include the following statement (in **bold**) if the proposed operating budget expenditures are more than the prior year's total operating expenditures and the applicable percentage is greater than zero.

Calculation:

[(Current year budget - prior year budget) ÷ prior year budget] x 100

Is this amount greater than zero? If so, use this statement:

THE PROPOSED OPERATING BUDGET EXPENDITURES OF *(name of taxing authority)* **ARE** *(percent rounded to one decimal place)* **MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES.** (s.200.065(3)(i), F.S.)

Example of Advertisement for *Budget Summary* with Budget Increase

Example: Budget Summary Ad With Budget Increase

BUDGET SUMMARY

Town of Florida - Current Fiscal Year

***THE PROPOSED OPERATING BUDGET EXPENDITURES OF (name of taxing authority) ARE (percent rounded to one decimal) MORE THAN LAST YEARS TOTAL OPERATING EXPENDITURES.**

General fund	4.4205
Voted fund	1.0000

ESTIMATED REVENUES		GENERAL FUND	SPECIAL REVENUE	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT FUND	ENTERPRISE FUND	INTERNAL SERVICE	TOTAL ALL FUNDS
Taxes:	Millage per $1000								
Ad Valorem Taxes	**4.4205**	**47,253**							47,253
Ad Valorem Taxes	**1.000 (voted debt)**			**10,689**					10,689
Sales And Use Taxes		22,639	8,000						30,639
Charges For Services		13,603	3,313		9,467				26,383
Intergovernmental Revenue		28,982	5,620		20,895		23,685		79,182
Fines & Forfeitures		15,240							15,240
Miscellaneous Revenue		16,894	3,350		9,536			1,415	31,195
Licenses And Permits		15,357	4,667		12,350				32,374
Internal Service Charges		8,388	2,415					11,895	22,698
TOTAL SOURCES		**168,356**	**27,365**	**10,689**	**52,248**	**0**	**23,685**	**13,310**	**295,653**
Transfers In		2,235							2,235
Fund Balances/Reserves/Net Assets		75,675							75,675
TOTAL REVENUES,TRANSFERS & BALANCES		**$246,266**	**$27,365**	**$10,689**	**$52,248**	**0**	**$23,685**	**$13,310**	**$373,563**
EXPENDITURES									
General Government		133,500	4,080		18,650				$156,230
Public Safety		36,063	3,500		13,340				$52,903
Physical Environment		13,660	200		3,514				$17,374
Transportation		9,000	3,260		10,055				$22,315
Debt Services		6,650		10,689					$269,675
Human Services		17,765	15,325		3,450		23,685		$60,225
Internal Services								13,310	$13,310
TOTAL EXPENDITURES		**$216,638**	**$26,365**	**$10,689**	**$49,009**	**0**	**$23,685**	**$13,310**	**$339,696**
Transfers Out					3,239				3,239
Fund Balances/Reserves/Net Assets		29,628	1,000						30,628
TOTAL APPROPRIATED EXPENDITURES TRANSFERS, RESERVES & BALANCES		**$246,266**	**$27,365**	**$10,689**	**$52,248**	**0**	**$23,685**	**$13,310**	**$373,563**

The tentative, adopted, and / or final budgets are on file in the office of the above referenced taxing authority as a public record.

Must show at least 95% Ad Valorem Proceeds for each millage

Example: Non-Compliance with Violation Clause

Notice of Proposed Tax Increase

NOTICE OF PROPOSED TAX INCREASE

THE PREVIOUS NOTICE PLACED BY THE VILLAGE OF BAL HARBOUR HAS BEEN DETERMINED BY THE DEPARTMENT OF REVENUE TO BE IN VIOLATION OF THE LAW, NECESSITATING THIS SECOND NOTICE.

The Village of Bal Harbour has tentatively adopted a measure to increase its property tax levy.

Last year's property tax levy:

A. Initially proposed tax levy	$	15,753,511
B. Less tax reductions due to Value Adjustment Board and other assessment changes	$	194,059
C. Actual property tax levy	$	15,559,452

This year's proposed tax levy ..... $ 19,317,167

All concerned citizens are invited to attend a public hearing on the tax increase to be held on:

(DATE)
(TIME)
at
(MEETING PLACE)

A FINAL DECISION on the proposed tax increase and the budget will be made at this hearing.

Use this ad if your taxing authority's tentatively adopted millage rate is **greater than** the current year rolled-back rate.

The notice of proposed tax increase ad will:

- Be advertised WITHIN 15 DAYS OF NOTIFICATION of Non-Compliance from the Department of Revenue.
- Have the violation clause in boldfaced type.
- Be a **full 1/4 page** ad.
- Have an adjacent Budget Summary advertisement.
- Have a millage rate above the rolled-back rate.
- Hold Final Hearing within 2 to 5 days after advertised.

FLORIDA Department of Revenue

CERTIFICATION OF COMPLIANCE

Chapter 200, Florida Statutes
and Sections 218.23 and 218.63, Florida Statutes

FISCAL YEAR :	County :	☐ Check if new address

Taxing Authority :

Mailing Address :

Physical Address :

City, State, Zip :

Date of Final Hearing :

Taxing authorities must file Form DR-487 with the required attachments within 30 days of the final hearing.

Submit TRIM Compliance Packages in OASYS eTRIM application at https://eportal.oasys.floridarevenue.com/.

All Taxing Authorities, Except School Districts

WITHIN 30 DAYS OF FINAL HEARING complete certification with:

☐ 1. Proof of Publication uniform affidavit from the newspaper for all newspaper advertisements. (See Rule 12D-17.002, F.A.C.)

☐ 2. Ordinance or Resolution:
   a. Adopting the final millage rate, with percent change of rolled-back rate shown and
   b. Adopting the final budget, indicating order of adoption. **DO NOT SEND ENTIRE BUDGET.**

☐ 3. ENTIRE PAGE(s) from the print edition newspaper or the entire webpage for Internet-only publications for all newspaper advertisements
   a. Budget Summary Advertisement.
   b. Notice of Proposed Tax Increase or Budget Hearing Advertisement.
   c. COUNTIES ONLY: Form DR-529, *Notice - Tax Impact of the Value Adjustment Board*, within 30 days of completion.

☐ 4. Copy of Form DR-420, *Certification of Taxable Value*, include Form DR-420TIF, *Tax Increment Adjustment Worksheet* and Form DR-420DEBT, *Certification of Voted Debt Millage*, if applicable.

☐ 5. Form DR-420MM, *Maximum Millage Levy Calculation Final Disclosure*.

☐ 6. Form DR-487V, *Vote Record for Final Adoption of Millage Levy*.

☐ 7. Form DR-422, *Certification of Final Taxable Value*,** and Form DR-422DEBT *Certification of Final Voted Debt Millage*, if applicable.

School Districts

WITHIN 30 DAYS OF FINAL HEARING complete certification with:

☐ 1. Form ESE 524, *Millage Resolution*.

☐ 2. Resolution or Ordinance Adopting Budget, indicating order of adoption.

☐ 3. ENTIRE PAGE(s) from the print edition newspaper or the entire webpage for Internet-only publications for all newspaper advertisements:
   a. Budget Summary Advertisement.
   b. Notice of Proposed Tax Increase or Budget Hearing Advertisement.
   c. Notice of Tax for School Capital Outlay.
   d. Amended Notice of Tax for School Capital Outlay.

☐ 4. Proof of Publication uniform affidavit from the newspaper for all newspaper advertisements or from a publicly accessible website. (See Rule 12D-17.002, F.A.C.)

☐ 5. Copy of Form DR-420S, *Certification of School Taxable Value* and Form DR-420DEBT, *Certification of Voted Debt Millage*, if applicable.

☐ 6. Form DR-422, *Certification of Final Taxable Value*** and Form DR-422DEBT, *Certification of Final Voted Debt Millage*, if applicable.

****If you have not received Form DR-422, do not delay submitting your TRIM package. It is due within 30 days of your final hearing. Submit Form DR-422 when it is received from the property appraiser. If you do not submit all required documents, the Department of Revenue will find you non-compliant with Section 218.26(4), F. S. Taxing authorities and units of local government participating in revenue sharing may lose these funds for twelve months, under Sections 200.065, 218.23, 218.26(4), and 218.63. F.S. Ad valorem proceeds from any millage above the rolled-back rate must be placed in escrow.**

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.
Signature of Chief Administrative Officer : ☐ *Check if new contact*	Date :
☐ Mr. ☐ Ms. Print Name of Chief Administrative Officer :	Title :
Contact Name and Contact Title : ☐ *Check if new contact*	E-mail Address :
Phone Number :	Fax Number :

All TRIM forms for taxing authorities are available at: floridarevenue.com/property/forms

References

This form mentions the following documents, which are incorporated by reference in Rule 12D-16.002, F.A.C. The forms are available at floridarevenue.com/property/forms.

Form	Form Title
DR-420	Certification of Taxable Value
DR-420DEBT	Certification of Voted Debt Millage
DR-420MM	Maximum Millage Levy Calculation, Final Disclosure
DR-420S	Certification of School Taxable Value
DR-420TIF	Tax Increment Adjustment Worksheet
DR-422	Certification of Final Taxable Value
DR-422DEBT	Certification of Final Voted Debt Millage
DR-487V	Vote Record for Final Adoption of Millage Levy
DR-529	Notice Tax Impact of Value Adjustment Board

FLORIDA

VOTE RECORD FOR FINAL ADOPTION OF MILLAGE LEVY

Section 200.065 (5), Florida Statutes

DR-487V
R. 01/26
Rule 12D-16.002,
F.A.C.
Effective 02/26

Counties, municipalities, independent special districts, water management districts, municipal services taxing units, and dependent special districts must use this form to certify the vote of the governing body on the millage rate adopted at their final hearing. The Department uses this form to determine compliance with the maximum millage levy provisions.

Year:	County:
Principal Authority Name:	Taxing Authority Name:

List ALL members of the taxing authority governing body and their vote on the resolution or ordinance stating the millage rate to be levied and adopted at their final hearing (s. 200.065(2)(d), F.S.).

	Name	Yes	No	Not present or Not Voting
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
Attach additional sheets, if necessary.	**FINAL VOTE TOTALS:**			

SIGN HERE

Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
Signature of Chief Administrative Officer:		Date:
Title:	Contact Name and Contact Title:	
Mailing Address:	Physical Address:	
City, State, Zip	Phone Number:	Fax Number:

This form must be submitted to the Department of Revenue with Forms DR-487, *Certification of Compliance*, and DR-420MM, *Maximum Millage Levy Calculation Final Disclosure*. These forms are incorporated, by reference, in Rule 12D-16.002, F.A.C. Submit the completed form and supporting documentation electronically through the Department's Oversight and Assistance System (OASYS) electronic portal using the Truth in Millage (eTRIM) application at https://eportal.oasys.floridarevenue.com/.

All TRIM forms for taxing authorities are available at floridarevenue.com/property/forms.

FLORIDA

MAXIMUM MILLAGE LEVY CALCULATION
FINAL DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM
R. 06/26
Rule 12D-16.002
F.A.C.
Effective 06/26

Provisional

Year :	County :
Principal Authority Name:	Taxing Authority Name:

1.	Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	☐ Yes	☐ No	(1)

IF YES, STOP ***STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.***

2.	Current year rolled-back rate from Current Year Form DR-420, Line 16	per $1,000	(2)
	Calculate maximum millage levy		
3.	Majority vote maximum millage rate allowed *(Enter rolled back rate from line 2)*	per $1,000	(3)
4.	Two-thirds vote maximum millage rate allowed *(Multiply Line 3 by 1.10)*	per $1,000	(4)
5.	Current year adopted millage rate (See page 3 for instructions)	per $1,000	(5)
6.	**Minimum vote required to levy adopted millage:** (Check one)		(6)

☐ a. Majority vote of the governing body: Check here if Line 5 is less than or equal to Line 3. The maximum millage rate is equal to the rolled-back rate. *Enter Line 3 on Line 7.*

☐ b. Two-thirds vote of governing body: Check here if Line 5 is less than or equal to Line 4, but greater than Line 3. The maximum millage rate is equal to adopted rate. *Enter Line 5 on Line 7.*

☐ c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 5 is greater than Line 4. The maximum millage rate is equal to the adopted rate. *Enter Line 5 on Line 7.*

☐ d. Referendum: The maximum millage rate is equal to the adopted rate. *Enter Line 5 on Line 7.*

7.	The selection on Line 6 allows a maximum millage rate of *(Enter rate indicated by choice on Line 6)*	per $1,000	(7)
8.	Current year gross taxable value from Current Year Form DR-420, Line 4	$	(8)
9.	Current year adopted taxes *(Line 5 multiplied by Line 8, divided by 1,000)*	$	(9)
10.	Total taxes levied at the maximum millage rate *(Line 7 multiplied by Line 8, divided by 1,000)*	$	(10)

DEPENDENT SPECIAL DISTRICTS AND MUNICIPAL SERVICE TAXING UNITS (MSTUs) STOP ***STOP HERE. SIGN AND SUBMIT.***

11.	Enter the sum of all current year adopted taxes of all dependent special districts & MSTUs levying a millage. *(The sum of all Lines 9 from each district's and each MSTUs Form DR-420MM)*	$	(11)
12.	Total current year adopted taxes *(Line 9 plus Line 11)*	$	(12)
	Total Maximum Taxes		
13.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage *(The sum of all Lines 10 from each district's and each MSTUs Form DR-420MM)*	$	(13)
14.	Total taxes at maximum millage rate *(Line 10 plus line 13)*	$	(14)

Continued on page 2

Total Maximum Versus Total Taxes Levied				
15.	Are the total current year adopted taxes on Line 12 equal to or less than total taxes at the maximum millage rate on Line 14? (Check one)	☐ YES	☐ NO	(15)

SIGN HERE			
	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete, certify and submit this form with a completed Form DR-487, Certification of Compliance, within 30 days of the final hearing. Submit the forms electronically through the Department's Oversight and Assistance System (OASYS) electronic portal using the Truth in Millage (eTRIM) application at https://eportal.oasys.floridarevenue.com/.

Instructions on page 3

MAXIMUM MILLAGE LEVY CALCULATION FINAL DISCLOSURE INSTRUCTIONS

General Instructions

Each of the following taxing authorities must complete Form DR-420MM.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form provides for the calculation of the maximum tax levy for the current year allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

Form DR-420MM shows the maximum millages and taxes levied based on the adoption vote. Each taxing authority must complete and certify this form. This certified DR-420MM and completed DR-487, *Certification of Compliance*, must be submitted to the Department of Revenue within 30 days of the final hearings.

Taxing authorities must also submit Form DR-487V, *Vote Record for Final Adoption of Millage Levy*. This form certifies to the Department of Revenue the vote on the resolution or ordinance stating the millage rate adopted at the final hearing.

Line Instructions

Lines 3 and 4

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 5

Rate cannot exceed the statutory rate of the principal taxing authority.

Line 6

Check the box for the minimum vote necessary at the final hearing to levy the adopted millage rate.

Line 7

Enter the millage rate indicated by the box checked in Line 6. If the adopted millage rate is equal to or less than the majority vote maximum millage rate, enter the rolled-back rate. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the adopted millage rate. For a millage requiring more than a majority vote, the adopted millage rate must be entered on Line 7, rather than the maximum rate, so that the comparisons on Lines 11 through 15 are accurate.

All TRIM forms for taxing authorities are available at
floridarevenue.com/property/forms

References

This form mentions the following documents, which are incorporated by reference in Rule 12D-16.002, Florida Administrative Code. The forms are available at floridarevenue.com/property/forms.

Form	Form Title
DR-420	Certification of Taxable Value
DR-487	Certification of Compliance
DR-487V	Vote Record for Final Adoption of Millage Levy

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION RELATING TO THE PROVISION OF STORMWATER MANAGEMENT IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING STORMWATER MANAGEMENT COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR, FLORIDA; DETERMINING THE COST OF STORMWATER MANAGEMENT AND THE INITIAL STORMWATER MANAGEMENT ASSESSMENTS.

Issue:

Should the Village Council approve this resolution approving the method of assessing the stormwater fee and costs.

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Bal Harbour Village has been providing stormwater management and related capital improvements as part of our municipal responsibilities. The cost of providing this service has been historically budgeted and funded within our General Fund.

At the direction from the Village Council, a Resolution was passed on September 13, 2021, giving the administration authority to enter into an agreement with the Balmoral Group for the development of a Stormwater system fee schedule and find an alternate funding mechanism to fund the stormwater operations. The Village Council met numerous times at Council Retreats and ultimately accepted the findings of the 2025 Balmoral study's use of the SAU methodology and gave direction to proceed with a split assessment between the gated and non-gated areas of 51% for the Gated Community and 49% for outside the gated community, including the use of the Village's utility billing as a means of collection.

This Resolution describes the method of assessing costs, determines the costs and initial assessment, and gives direction to prepare an assessment roll and provides the method of collection. Additionally, it authorizes the administration to proceed by noticing a subsequent public hearing on the matter and present the assessment roll, to be scheduled at the next Council meeting on December 15, 2026.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	X	X	X

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: November 17, 2026

SUBJECT: **A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING STORMWATER MANAGEMENT COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR, FLORIDA; DETERMINING THE COST OF STORMWATER MANAGEMENT AND THE INITIAL STORMWATER MANAGEMENT ASSESSMENTS; PROVIDING FOR A MAXIMUM RATE; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR THE COLLECTION OF THE STORMWATER MANAGEMENT ASSESSMENTS BY THE VILLAGE OF BAL HARBOUR BY DIRECT BILLING OF THE ASSESSED PROPERTIES AND PROVIDING AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

The Administration recommends approval of the Resolution establishing the initial stormwater management assessment methodology and rate, authorizing the preparation of an assessment roll, and scheduling a public hearing for December 15, 2026.

BACKGROUND

Bal Harbour Village has been providing stormwater management and related capital improvements as part of our municipal responsibilities. The cost of providing this service has been historically budgeted and funded within our General Fund, which is predominantly comprised of Ad Valorem Property Taxes. A stormwater system is a network of natural and engineered components, such as catch basins, storm drains, pipes, and stormwater pump stations, designed to collect, convey, treat, and safely discharge runoff from rainfall. The collection from impervious surfaces like roads, roofs and parking lots is critical to conveying rainwater through drains, pipes and outfalls to prevent flooding. The eventual goal to a proper stormwater management system is to prevent flooding while at the same time keeping up with mandatory regulatory compliance by minimizing contaminants from flowing into Biscayne Bay.

The costs associated with managing, maintaining and continuous improvement of the stormwater system via capital investments will continue to increase due to various factors, including the general costs of materials and labor, effects due to rising seas, king tides, climate change and the expected increase of imposed regulatory demands in the future.

Up until now, the Village's General Fund has been the funding source for the management of the Stormwater system. The Village has also been successful in securing various grants to help improve the infrastructure for future years. A good example of this is the award of five separate grants totaling $ 5,223,000 of the expected approximate $7,500,000 for the new stormwater pump station currently under construction inside the gated community. The reliance on grants to fund future large scale system enhancements or other capital needs will become more challenging as costs and timing of these may not align with future funding cycles, nor will it keep up with increased needs and a more competitive grant environment.

Due to a 1991 Miami Dade-County countywide stormwater utility regulation (Ordinance 91-66), which required all municipalities in the county to establish stormwater management programs of their own or be included in the county's utility, many communities established a stormwater assessment to fund their programs. According to a Florida Stormwater Association survey, as of 2020, 129 municipalities have adopted Stormwater Utilities. Fifty-seven of these (44%) were implemented before 1994 and 119 (92%) are older than 10 years.

The Village Council met on numerous occasions at Council Retreats regarding the development of a Stormwater Fee assessment in order to create a funding mechanism for the yearly cost of operations and future capital requirements. This funding mechanism will identify an alternative to the current reliance on the use of General Funds and grants to fund the identified Stormwater needs. A reliable assessment mechanism, as is the case of a Stormwater Assessment Fee, will allow us to further plan for ongoing operational, general maintenance and future capital needs without having to consider other competing General Fund priorities such as Public Safety, Recreation, etc.

As a first step, with direction from the Village Council, a Resolution was passed on September 13, 2021, giving the administration authority to enter into an agreement with the Balmoral Group. The agreement with the Balmoral Group was for the development of a Stormwater system fee schedule to accomplish the funding goals. The Balmoral Group is an Economics and Engineering consulting firm that operates within the nexus of public policy and socioeconomic outcomes related to infrastructure, utilities, and natural resources.

The initial report and analysis from the Balmoral Group focused on an assessment model using Equivalent Rate Units (ERU's) with their initial report issued on August 15, 2023. ERU's rely primarily on the median value of the areas of impervious surface among the single-family homes in the gated part of the Village. As impervious area is the primary generator of stormwater runoff requiring management, the use of a uniquely calculated, community-specific ERU is a broadly accepted element of preparing funding schemes for stormwater management and planning.

While common practice (in Florida and elsewhere) as applied to communities whose spatial mix of land uses may be dominated by single-family residential and supporting

commercial or mixed use, the Village is unique in terms of the large number of hi-rise condominiums and mid-rise apartments. As reported by the Balmoral Group as of their report date, the estimated 4,389 residential units in the Village, from the Miami-Dade property appraiser records, Village permit data and commercial real estate promotional materials, 195 are detached single-family (or 4.4% of the total); the total number of residences within the gated area (single-family, condos, and apartments) is 292, about 6.7% of the Village total.

As a result of the above-mentioned residential disparity, the Village entered into a subsequent agreement in 2025 and requested Balmoral to explore an alternative approach, relying instead on the area of entire parcels, not just the impervious area. The new study focused on a baseline of 10,000 sq/ft per lot as a standard unit for further calculations, called the Stormwater Assessment Unit, or (SAU). This new approach (SAU) to using the area of an entire parcel instead of the value of the area (ERU) is a more equitable method given the makeup of our residential base.

At the August 2026 Council retreat, the Village Council accepted the findings of the 2025 Balmoral study's use of the SAU methodology and gave direction to proceed with a split assessment between the gated and non-gated areas of 51% for the Gated Community and 49% for outside the gated community, and to use our utility billing system to collect the stormwater fee immediately following approval of the Resolution. This ratio of gated and non-gated assessment is based on actual measured square footage of property folios in the Village.

ANALYSIS

As a result of the 2025 report, the Stormwater Assessment Unit (SAU) was used for all subsequent presentations to Council. Calculations were presented for all single-family residences and all multi-family properties throughout the Village, within the gated area and outside of it. SAUs were assigned based on their respective lot sizes, with a 10,000 sq/ft lot assigned one SAU, and all lots rounded to the nearest 0.25 SAU.

Once the SAUs were assigned to each parcel of record a grand total was determined. Using the 10,000 sq. ft. standard or metric to define an SAU, there are 684.75 SAU's. Of the total 684.75 SAU's to be used for the Stormwater Assessment per SAU, 347.25 is attributed to the Gated Community area size (approximately 51%) and 337.50 (approximately 49%) is calculated to be outside the gated community. This represents the entirety of our residential zoned areas.

The chart below summarizes and gives a further breakdown of the two areas, defined as Gated Community and Non-Gated Area. Each parcel of property within the gated community will benefit from the same level of service as their neighbor inside the gated community. Accordingly, each parcel of property outside the gated community will benefit from the same level of service as their neighbor outside the gated community.

STORMWATER ASSESSMENT UNITS (SAU) MODEL

- Based on Land Area (10,000 sq ft is base unit)
- Meets legal sufficiency for assessment test
- Total SAU 684.75
- 51% within Gated Community- 49% Outside Gated

	Area	SAUs	Share w/o Shops
Gated Community			**51%**
Single Family	3,181,683	317.25	
Multi-family	251,643	25.25	
Marina	46,934	4.75	
Subtotal	**3,480,260**	**347.25**	
Non-Gated Area			**49%**
Multi-family & Condos	**3,374,453**	**337.50**	
TOTAL	**6,854,713**	**684.75**	

Stormwater Assessment Fund Budget

Once the SAU's were calculated and identified to each parcel, the Village then proceeded calculating the total stormwater program costs and capital improvement costs for a five-year period. An estimated average of capital plus operating and maintenance (O&M) costs for FY26 through FY31 was used for the proposed assessment. Based on this, a yearly $861,000 in operating and capital costs, (which include, but is not limited to standard system maintenance, labor, materials, repair and replacement of equipment, regulatory reporting, emergency repairs and general supervision of the system), yields an initial Stormwater Assessment Rate of $1,257 per SAU.

All single-family residences will be billed the assessment fee corresponding to the number of SAU's monthly on the water bill. With respect to all Multifamily properties, the total monthly cost allocated to the Assessed Property is based on the number of SAU's allocated to the entire assessed Property. Multi-Family properties will be billed monthly as a whole, and any further division of costs imposed on the building on a dwelling per unit basis is to be handled by the condominium associations or management companies through the association fees.

A further breakdown of individual yearly assessments are shown below for both inside the Gated Community and outside the Gated Community. The monthly amount shown will be the amount charged on the utility bill.

As of the issuance date of the Balmoral study, the gated community is comprised of 195 single-family lots and 97 multi-family units on eleven independent buildings. We have presented the charts below to further detail the assessment of individual parcels based on their SAU count.

Inside the Gated Community:

SINGLE FAMILY- GATED COMMUNITY

# of Homes	SAU's Assesed	Yearly $$	Monthly $$
58	1.00	$ 1,257	$ 105
57	1.25	$ 1,571	$ 131
19	1.50	$ 1,886	$ 157
14	1.75	$ 2,200	$ 183
12	2.00	$ 2,514	$ 210
12	2.25	$ 2,828	$ 236
8	2.50	$ 3,143	$ 262
3	2.75	$ 3,457	$ 288
2	3.25	$ 4,085	$ 340
2	3.50	$ 4,400	$ 367
1	3.75	$ 4,714	$ 393
1	4.25	$ 5,342	$ 445
3	4.50	$ 5,657	$ 471
1	5.25	$ 6,599	$ 550
1	6.75	$ 8,485	$ 707
1	8.75	$ 10,999	$ 917
195			

From the chart above, you will notice that 134 single-family homes, or approximately 69% of the 195 residences inside the gated community will pay $ 157 or less per month.

MULTI-FAMILY- GATED COMMUNITY

Address	SAU's	Yearly $$	Monthly $$
50 PARK DR	2.25	$ 2,828	$ 236
28 BAL BAY DR	2.25	$ 2,828	$ 236
20 PARK DR	3.50	$ 4,400	$ 367
80 PARK DR	1.25	$ 1,571	$ 131
70 PARK DR	1.25	$ 1,571	$ 131
90 PARK DR	1.25	$ 1,571	$ 131
60 PARK DR	1.50	$ 1,886	$ 157
32 CAMDEN DR	1.75	$ 2,200	$ 183
286 BAL BAY	4.25	$ 5,342	$ 445
34 BAL BAY DR	2.25	$ 2,828	$ 236
284 BAL BAY DR	3.75	$ 4,714	$ 393

The chart above represents the eleven buildings inside the gated community with a total of 97 multi-family units. The total amount collected from the eleven buildings, divided by the total number of units (97), equates to an individual unit owner's average cost of $ 27.27 per month. This monthly fee will vary for each individual unit share based on the total monthly fee assessed to each building, and the number of units per building.

It is important to note that all multi-family properties will be billed the monthly amount in full on the building's utility bill. Any further division of costs imposed on the building on a per dwelling unit basis is to be managed by the condominium associations or management companies through the association fees.

Outside the Gated Community:

The Balmoral Group study shows there are 3,737 units in the East Collins buildings and 360 units on the West Collins buildings. The charts below represent the buildings outside the gated community.

The total amount collected from the Multi-Family East buildings, divided by the total number of units (3737), equates to an individual unit owner's average cost of $ 7.67 per month. This monthly fee will vary for each individual unit share based on the total monthly fee assessed to each building, and the number of units per building.

As is the case with all multi-family assessments, the properties shown in the charts below, will also be billed the monthly amount in full on their utility bill. Any further division of costs imposed on the building on a per dwelling unit basis is to be managed by the condominium associations or management companies through the association fees.

MULTI-FAMILY- EAST - COLLINS AVE.

Address	Property Name	SAU's	Yearly $$	Monthly $$
9601 COLLINS AVE	Majestic Tower	13.50	$ 16,970	$ 1,414
9701 COLLINS AVE	St Regis Bal Harbour S	39.50	$ 49,652	$ 4,138
9801 COLLINS AVE	Balmoral	25.50	$ 32,054	$ 2,671
9909 COLLINS AVE	Seaview	19.50	$ 24,512	$ 2,043
9999 COLLINS AVE	Bal Harbour Tower	19.25	$ 24,197	$ 2,016
10101 COLLINS AVE	Palace at Bal Harbour	12.75	$ 16,027	$ 1,336
10155 COLLINS AVE	Bal Harbour 101	12.50	$ 15,713	$ 1,309
10175 COLLINS AVE	Tiffany	12.50	$ 15,713	$ 1,309
10185 COLLINS AVE	Plaza	12.50	$ 15,713	$ 1,309
10201 COLLINS AVE	Oceana	24.25	$ 30,482	$ 2,540
10205 COLLINS AVE	Kenilworth	11.75	$ 14,770	$ 1,231
10225 COLLINS AVE	Bellini	11.75	$ 14,770	$ 1,231
10245 COLLINS AVE	Rivage Bal Harbour (Carl	12.00	$ 15,084	$ 1,257
10275 COLLINS AVE	Harbour House	24.00	$ 30,168	$ 2,514
10295 COLLINS AVE	One Bal Harbour	22.25	$ 27,968	$ 2,331

The total amount collected from the Multi-Family West buildings, divided by the total number of units (360), equates to an individual unit owner's average cost of $ 18.62 per month. Similarly, this monthly fee will vary for each individual unit share based on the total monthly fee assessed to each building, and the number of units per building.

MULTI-FAMILY- WEST - COLLINS AVE.

Address	Property Name	SAU's	Yearly $$	Monthly $$
9910 COLLINS AVE	Tahoma	3.25	$ 4,085	$ 340
9920 COLLINS AVE	Vista Shore	3.25	$ 4,085	$ 340
9930 COLLINS AVE	Bal Harbour Commons	3.50	$ 4,400	$ 367
9940 COLLINS AVE	Beach Club	3.50	$ 4,400	$ 367
10160 COLLINS AVE	Admiralty	7.00	$ 8,799	$ 733
10170 COLLINS AVE	Avondale	3.50	$ 4,400	$ 367
10178 COLLINS AVE	Brownstone	3.75	$ 4,714	$ 393
10190 COLLINS AVE	Bay Harbour Manor	4.00	$ 5,028	$ 419
10210 COLLINS AVE	Lanai	4.00	$ 5,028	$ 419
10230 COLLINS AVE	Bal-Bridge South	3.50	$ 4,400	$ 367
10240 COLLINS AVE	Bal-Bridge North	4.00	$ 5,028	$ 419
10250 COLLINS AVE	Beach Haus	4.25	$ 5,342	$ 445
291 BAL BAY DR	Beach Haus	7.00	$ 8,799	$ 733
290 BAL BAY DR	Beach Haus	4.75	$ 5,971	$ 498
1 HARBOUR WAY	One Harbour Way	4.75	$ 5,971	$ 498

THE BAL HARBOUR EXPERIENCE

An efficient stormwater system and program is in line with The Bal Harbour Experience as reflected in the Village's commitment to maintaining a clean, well-managed, and aesthetically exceptional community, consistent with our focus on the highest quality of life.

CONCLUSION

The Village Council spent a substantial amount of time analyzing both the Equivalent Rate Unit (ERU) and the Stormwater Assessment Unit (SAU) methodologies presented within the Balmoral Group studies and determined that the use of the SAU is more appropriate given the Village's residential make-up. The Stormwater Management Assessment Fee identifies an alternative to the current reliance on the use of General Funds to fund the identified Stormwater needs and is a more equitable and reliable method of funding the Stormwater program costs going forward. A reliable assessment mechanism, as is the case with a Stormwater Fee, will allow us to further plan for ongoing operational, general maintenance and future capital needs.

This Resolution describes the method of assessing costs, determines the costs and initial assessment, and gives me direction to prepare an assessment roll and provides the method of collection. Additionally, it authorizes the administration to proceed by noticing a subsequent public hearing on the matter, to be scheduled at our next Council meeting on December 15, 2026. I have reviewed the analysis presented, the approved methodology and the associated costs and recommend approval of this Resolution.

Attachment:

1. Balmoral Group Final Technical Memo - 2025

RESOLUTION NO. 2026-____

A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING STORMWATER MANAGEMENT COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR, FLORIDA; DETERMINING THE COST OF STORMWATER MANAGEMENT AND THE INITIAL STORMWATER MANAGEMENT ASSESSMENTS; PROVIDING FOR A MAXIMUM RATE; DIRECTING THE PREPARATION OF AN ASSESSMENT ROLL; AUTHORIZING A PUBLIC HEARING AND DIRECTING THE PROVISION OF NOTICE THEREOF; PROVIDING FOR THE COLLECTION OF THE STORMWATER MANAGEMENT ASSESSMENTS BY THE VILLAGE OF BAL HARBOUR BY DIRECT BILLING OF THE ASSESSED PROPERTIES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Council (the "Council") of Bal Harbour Village, Florida (the "Village"), previously enacted Article IX entitled Assessments under Chapter 2 entitled Administration Sections 2-370 through 2-394 (collectively, the "Master Assessment Ordinance") which authorizes the creation of Assessment Areas, levy and collection of the Assessments; and

WHEREAS, Village has been providing stormwater management within the Village and engaged The Balmoral Group ("Balmoral") to evaluate approaches for allocating the stormwater management costs of the Village's ongoing stormwater management plan, which includes maintenance, operational, and capital components to those properties benefitted by stormwater management; and

WHEREAS, the Village is unique in terms of the large number of hi-rise condominiums and mid-rise apartments, and the allocation of benefits from the stormwater management and the costs associated therewith have been reviewed by Balmoral and based upon it's findings Balmoral has issued it's Technical Memorandum (the "Methodology Report"), a copy of which is on file

with the Village Clerk: and

WHEREAS, based upon such Methodology Report the Village desires to establish a stormwater management assessment (the "Stormwater Assessment") to be imposed upon those properties in the Assessment Area identified herein; and

WHEREAS, this resolution constitutes the "Initial Assessment Resolution" described in section 2-382 of the Master Assessment Ordinance which shall be the initial proceeding for the identification of the service, facility, or program for which an Assessment is to be made and for the imposition of an Assessment.

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

Section 1. Authority. This resolution is adopted pursuant to the provisions of the Assessment Ordinance, and Sections 166.021 and 166.041, Florida Statutes, and other applicable provisions of law.

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

"Assessed Property" means all lots, parcels or property both Non-Residential Property and Residential Property and included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program identified in this Initial Assessment Resolution.

"Assessment Area" means all of the areas contained within the

boundaries of the Village as described in Exhibit "A-1", and Exhibit "A-2" attached hereto.

"Gated Community Assessment Area" means that area contained inside of the gated area within the boundaries of the Village as described in Exhibit "A-1" attached hereto.

"Maximum Assessment Rate" means the maximum rates established under Section 3(H) herein for Stormwater Management Assessments.

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

"Non-Residential Property" means all other property within the Village not classified as Residential Property.

"Outside the Gate Assessment Area" means the remaining area of the Village located outside the boundaries of the Gated Community Assessment Area as described in Exhibit "A-2" attached hereto.

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

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

"Stormwater Management Assessment" means an Assessment, as defined in the Master Assessment Ordinance, lawfully imposed by the Village against Assessed Property to fund all or any portion of the cost of the provision of Stormwater Management services, facilities, or programs (the "Stormwater

Management Program") providing a special benefit to property as a consequence of possessing a logical relationship to the value, use, or characteristics of the Assessed Property as provided herein.

"Stormwater Management Assessment Rate" means the rate per SAU as determined by the Stormwater Management Cost divided by the number of SAU's per Assessment Area and with respect to each Assessed Property the rate as determine by the number of SAU's allocated for such Assessed Property times the Assessment Rate per SAU.

"Stormwater Management Assessment Roll" means the Assessment Roll as defined in the Master Assessment Ordinance for the Stormwater Management Assessments.

"Stormwater Management Cost" means the amount necessary to fund the Village's provision of Stormwater Management that are allocable to Assessed Property during a Fiscal Year and shall include maintenance, operational, and capital components, but not be limited to: (A) the cost, whether direct or indirect, of all services, programs or facilities provided by the Village, or through contractual arrangements with the Village relating to the provision of Stormwater Management Plan, facilities or programs within the Assessed Area; (B) the cost of any indemnity or surety bonds and premiums for insurance; (C) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (D) the cost of computer services, data processing, and communications; (E) the cost of training, travel and per diem; (F) the recovery of unpaid or delinquent fees or charges advanced by the Village and due to the provision of Stormwater Management, programs or facilities allocable to specific parcels; (G) the cost of engineering, financial, legal or other professional services; (H) all costs associated with the structure, implementation, collection, and enforcement of the Stormwater Management Assessments or a prior year's

assessment for a comparable service, facility or program, including any service charges of the Tax Collector or Property Appraiser; (I) all other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, programs or facilities funded by the Stormwater Management Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Village Council; (J) a reasonable amount for contingency to provide for Stormwater Management within the Assessed Area of the Village during hurricanes or other extreme weather events; (K) a reasonable amount for contingency and anticipated delinquencies and uncollectible Stormwater Management Assessments; and (L) reimbursement to the Village or any other person for any monies advanced for any costs incurred by the Village or such person in connection with any of the foregoing items of Stormwater Management Cost.

"Stormwater Management Plan" means the Village's stormwater management plan, which includes maintenance, operational, and capital components provided within the Assessment Areas.

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

General

(A) The Village has determined to adopt the finding set forth in the Methodology Report as set forth below.

(B) Pursuant to Section 2-382 of the Master Assessment Ordinance, the Village has the general authority to impose fees for the provision of the Stormwater Management Plan within its jurisdiction.

(C) The imposition of the recurring annual Stormwater Management Assessments is an alternative, equitable and efficient method

to fairly and reasonably apportion and recover the Stormwater Management Costs experienced by the Village for the provision of Stormwater Management Plan within the Assessment Area.

Special Benefit

The Stormwater Management Plan services, facilities, and programs furnished by the Village provides a special benefit to the Assessed Property by providing (1) rapid and effective removal of runoff from both pervious and impervious areas, and flood prevention from adjoining areas, (2) special benefits to entire Assessed Property, not just the impervious structures, (3) a reduction of risk of damage to Assessed Property buildings and infrastructure, (4) increased public safety access to the Assessed Property, and (5) augmentation of property value of the Assessed Property.

Apportionment

(A) The value of Assessed Property does not determine the special benefit attributable from the Stormwater Management Plan to be provided to such property. The use of the entire lot verses just impermeable areas for parsing costs and benefits has a hydrological basis. All surfaces generate runoff once the rates (or volumes) of interception and surface retention of rainfall or irrigation are exceeded. Interception and retention coefficients for impervious areas are relatively small and thus runoff percentages are high. Otherwise-considered "pervious" surfaces have much higher rates of interception, retention, infiltration (and possibly recharge) but these coefficients are not 1.00 (100%) and runoff rates will equal those of impervious areas once the soils are saturated. Soils not yet dry because of antecedent conditions (i.e., prior rainfall) will generate runoff from more frequent, smaller rainfall amounts. Further, climate change is broadly understood to increase the frequency of more intense storm events, and sea level rise will raise the water table, reducing capacity to absorb rainfall

therefore contributing to runoff being generated by smaller storm events.

(B) The Gated Community Assessment Area's single-family residential section contains a total of 195 single-family lots, comprised of seven (7) lots greater than 40,000 sq. ft., thirty-three (33) lots greater than 20,000 and less than 40,000 sq ft, one hundred and forty-four (144) lots from 10,000 to 20,000 sq ft, and 11 lots smaller than 10,000 sq. ft. The median lot size inside the Gated Community Assessment Area for single-family lots is 12,521 sq. ft. A threshold of 10,000 sq. ft. is hereby selected as the standard unit for further calculations. All lots within the Village, including all Multi-Family Residential Establishments would be accorded one (1) stormwater assessment unit for each 10,000 sq. ft. of lot size (an "SAU") and all larger lots would be assigned a multiplier of this standard unit. To determine the rate of Assessment and simplify billing, SAUs will be rounded off to the nearest one-fourth. The implication for Single Family Residential Units is that 115 of the 195 lots are assigned either 1.00 SAU or 1.25 SAU, which approximates a median single-family residential lot size.

(C) Of the estimated 4,389 residential units (single-family, condos and apartments) contained in the Village, 195 are Single Family Residential Units (or 4.4% of the total); and the total number of residential units located within the Gated Community Assessment Area (Single Family Residential Units plus Multi-Family Residential Establishments) is 292, about 6.7% of the Village total number of residential units. Further, a majority of the Multi-Family Residential Establishments, located Outside the Gate Assessment Area, condominiums and apartments generally feature smaller amounts of impervious area per Assessed Property, even when parking, commons, and other impervious facilities are fully accounted for. Therefore, it was determined that the Stormwater Management Costs would be divided

between two separate Assessment Areas. One Assessment Area is the Gated Community Assessment Area which is composed of Single-Family Residential Units and Mutli-Family Residential Establishments, and the second Assessment Area the Outside the Gated Assessment Area which is primarily composed of Multifamily Residential Establishments.

(D) It is determined that Apportioning the Stormwater Management Costs for the Stormwater Management Plan should be allocated between the two Assessment Areas. The Gated Community Assessment Area is allocated fifty-one percent (50.71%) of the overall Stormwater Management Cost for each Fiscal Year and the remaining forty-nine percent 49.29%) of the Stormwater Management Cost for each Fiscal Year shall be allocated to Outside the Gated Assessment Area.

(E) Within each of the Assessment Areas, that portion of the Stormwater Management Cost allocated to that Assessment Area will be further apportioned to each Assessed Property based on the number of SAUs or Assessment Units assigned to the Assessed Property.

(F) With respect to all Multifamily Residential Establishments, the total cost allocated to the Assessed Property is based on the number of SAU's allocated to the Assessed Property. Multi-Family Residential Establishments are billed as a whole, and any further division of costs imposed to the building on a dwelling unit basis is to be handled by the condominium associations or management companies through the association fees.

(G) The Maximum Assessment Rate for any future fiscal year for each Assessment Unit or SAU shall not exceed annually (5%) five percent of the prior fiscal year's rate per SAU; unless notified otherwise.

Section 4. Stormwater Management Plan Services. Facilities and Programs.

(A) Upon the imposition of Stormwater Management Assessments for the provision of Stormwater Management Plan services, facilities or programs against Assessed Property located within the Assessment Areas, the Village shall cause Stormwater Management Plan services, facilities or programs to be provided to such Assessed Property. Stormwater Management Costs shall be paid from proceeds of the Stormwater Management Assessments.

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

Section 5. Determination of Stormwater Management Cost: Establishment of Initial Stormwater Management Assessments.

(A) The Stormwater Management Cost to be assessed and apportioned among benefited parcels for Fiscal Year beginning October 1, 2026, is $861,000. The Stormwater Management Cost will be billed monthly on a calendar year basis beginning on January 1, 2027. The approval of this Initial Assessment Resolution determines the amount of the Stormwater Management Cost.

(B) That portion of the Stormwater Management Cost allocated to the Gated Community Assessment Area is $436,613 (50.71%) of the total Stormwater Management Cost for the Fiscal Year and that portion of the Stormwater Management Cost allocated to Outside the Gated Assessment Area is $424,387 (49,29%) of the total Stormwater Management Cost for the Fiscal Year and each shall be further apportioned as provided herein.

(C) The total number of SAU's allocated to the Village is 684.75, the total number of SAUs contained in the Gated Community Assessment Area is 347.25 and the total number of SAUs contained in the Outside the Gated Assessment Area is 337.50.

(D) The Initial Stormwater Assessment Rate per SAU for the Gated Community Assessment Area is $1,257 per SAU. The Initial Stormwater Assessment Rate per SAU for the Outside the Gated Assessment Area is $1,257 per SAU.

(E) Each Multifamily Residential Establishment shall be assessed at a rate which is calculated by the number of SAUs assigned to the Assessed Property times the Stormwater Assessment Rate per SAU for the applicable Assessment Area equals the Stormwater Assessment Rate for such Assessed Property.

(F) Each Single-Family Residential Unit and Each Non-Residential Assessed Property's Stormwater Management Assessments shall be determined based upon the number of SAU's allocated to such Assessed Property times the Stormwater Assessment Rate per SAU for the applicable Assessment Area.

(G) The rate of the Stormwater Management Assessments established in this Initial Assessment Resolution shall be the rates applied by the Village Manager in the preparation of the initial Stormwater Management Assessment Roll for the Fiscal Year commencing October 1, 2026, as provided in Section 6 of this Initial Assessment Resolution.

(H) In order to provide for increases in Stormwater Management Costs subsequent to the Fiscal Year commencing October 1, 2026, a Maximum Assessment Rate for any future fiscal year as determined for each SAU shall not exceed annually (5%) five percent of the prior fiscal year's Assessment Rate per SAU; unless notified otherwise.

Section 6. Stormwater Management Assessment Roll.

(A) The Village Manager is hereby directed to prepare, or cause to be prepared, an initial Stormwater Management Assessment Roll for the Fiscal Year beginning October 1, 2026. Such initial Stormwater Management Assessment Roll shall contain the following: (1) a summary description of all Assessed Property within the Village conforming to the description contained on the Tax Roll, (2) the name and address of the owner of record of each Assessed Property as shown on the Tax Roll, (3) the amount of the initial Stormwater Management Assessment for Stormwater Management services, facilities or programs, and (4) an accounting demonstrating the amount of the Stormwater Management Assessment attributable to the cost of providing Stormwater Management, facilities and programs. The initial Stormwater Management Assessment Roll shall be open to public inspection. The foregoing shall not be construed to require that the initial Stormwater Management Assessment Roll be in printed form if the amount of the Stormwater Management Assessment for each parcel of property can be determined by use of a computer terminal available to the public. Such Stormwater Management Assessment for each parcel of Assessed Property shall be computed by multiplying the applicable Stormwater Assessment Rate per SAU as provided in Section 5 above.

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

Section 7. **Authorization of Method of Collection.** Pursuant to Section 2-392 of the Village Code entitled "Alternative Method of Collection," the Council has determined to use the alternative method of collection of the Stormwater Management Assessments by using the Utility Bill. The Initial Stormwater Management Assessment bill shall contain the information as set forth in Section 2-392 of the Village Code.

Section 8. **Authorization of Public Hearing.**

There is hereby established a public hearing to be held at **6:30 P.M., on Tuesday, the 15th day of December 2026, in the Village Council Chamber,** Village Hall, 655 - 96th Street, Bal Harbour, Florida, for the purpose of receiving and considering any comments on the Stormwater Management Assessments from affected property owners, including establishing the Maximum Assessment Rate.

Section 9. **Notice by Publication**

The Village Clerk shall publish a notice, as required by Section 2-384 of the Village Code, in substantially the form attached hereto as Appendix A. Such notice shall be published not later than November 25, 2026, in a newspaper generally circulated in the Village.

Section 10. **Adjustment of Public Hearing Date.**

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

Section 11. Effective Date.

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

PASSED AND ADOPTED this 17th day of November, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by November 25, 2026

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR STORMWATER MANAGEMENT SPECIAL ASSESSMENTS

Notice is hereby given that the Village Council of Bal Harbour Village, Florida, will conduct a public hearing to consider continuing to impose stormwater management special assessments against properties located within two separate areas of the Village, as described in Exhibit "A-1" and Exhibit "A-2" attached hereto, and to authorize the continued collection of such assessments on the utility bill for beginning January 1, 2027, and future years.

The stormwater management special assessments will be levied to fund the cost of providing stormwater management services, facilities and programs provided to such properties. The Stormwater Management Cost to be assessed and apportioned among benefited parcels within each Assessment Area for the Fiscal Year beginning on October 1, 2026 is $861,000 and will be divided between the two Assessment Areas 50.71% for the Assessment Area described on Exhibit A-1 and 49.29% for the Assessment Area described on Exhibit A-2.

The hearing will be held at **6:30 P.M., on Tuesday, the 15 day of December, 2026, in Council Chamber,** Village Hall, 655 - 96th Street, Bal Harbour, Florida, for the purpose of receiving public comment on the proposed assessments, and to impose the assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Village Council within 20 days of this notice. If a person decides to appeal any decision made by the Village Council with respect to any matter

considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the Village Clerk at (305) 866-4633, at least two days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure

relief within 20 days from the date of Village Council action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

The stormwater management assessments will be computed for each Residential Property and Non-Residential Property based upon lot size divided by 10,000 square foot per lot size rounded to the nearest quarter. Each 10,000 square foot of lot size will equate to one Stormwater Assessment Unit (SAU) and will be rounded to the nearest quarter. For Multifamily Residential Establishments which contain multiple dwelling units, the Assessment Rate for the total property will be equally divided by the number of dwelling units contained within such Multifamily Residential Establishment.

The Maximum Assessment Rates shall not exceed annually (5%) five percent of the prior fiscal year's rate per SAU; unless notified otherwise. Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, or each dwelling unit and the legal documentation relating to the assessments are available for inspection at the office of the Village Clerk, located at Village Hall, 655 - 96th Street, Bal Harbour, Florida.

The assessments will be collected on the Village's utility bill monthly. Failure to pay the assessments may cause a foreclosure action against the property.

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

[INSERT MAP OF VILLAGE WHICH DEPICTS THE GATED RESIDENTIAL AREA AND A MAP OF THE VILLAGE WHICH DEPICTS OUTSIDE THE GATE AREA]

VILLAGE
CLERK BAL HARBOUR VILLAGE,
FLORIDA

EXHIBIT "A-1"
GEOGRAPHIC BOUNDARIES OF GATED COMMUNITY ASSESSEMENT AREA

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

a. Lots 1 through 3, Block 12A, Resubdivision of Residential Section of Bal Harbour, Plat Book 53, page 15.

b. All of Blocks 1, 2, 3, 4, 5 and 6, Residential Section of Bal Harbour, Plat Book 44, page 98.

c. All of Blocks 9, 10, 11 and 12, Residential Section of Bal Harbour, Plat Book 44, page 98.

d. Tract E, Residential Section of Bal Harbour, Plat Book 44, page 98.

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

EXHIBIT "A-1"
GEOGRAPHIC BOUNDARIES OF OUTSIDE THE GATED ASSESSEMENT AREA

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

4899-4742-6263, v. 1

Stormwater Rate Tiers
Final Technical Memorandum

To:	John Oldenburg; Jorge Gonzalez, Village of Bal Harbour
From:	Alicia Barker, The Balmoral Group
Checked by:	Craig Diamond, The Balmoral Group
Date:	7/11/2025
Re:	Bal Harbour Stormwater Rate Tiers

The Village of Bal Harbour (Village) directed The Balmoral Group (Balmoral) to re-evaluate previous approaches considered for allocating among property owners the costs for the Village's ongoing stormwater management plan, which includes maintenance, operational, and capital components.

Background: The prior approaches to stormwater management or utility rates for the Village (2022, Bal Harbour Village Agreement# 091321-043-20211403; and the 2023 update) relied primarily on the concept of an "equivalent rate unit" (ERU) that was derived from the median value of the areas of impervious surface among the single-family homes in the gated part of the Village. As impervious area is the primary generator of stormwater runoff requiring management, the use of a uniquely calculated, community-specific ERU is a broadly accepted element of preparing funding schemes for stormwater management and planning.

While common practice (in Florida and elsewhere) as applied to communities whose spatial mix of land uses may be dominated by single-family residential and supporting commercial or mixed use, the Village is unique in terms of the large number of hi-rise condominiums and mid-rise apartments. Of the estimated 4,389 residential units in the Village (from Miami-Dade property appraiser records, Village permit data and commercial real estate promotional materials), 195 are detached single-family (or 4.4% of the total); the total number of residences within the gated area (single-family, condos, and apartments) is 292, about 6.7% of the Village total.

In sum, a small percentage of (primarily residential) properties is the primary benefactor of the majority of recently installed and programmed stormwater management capital improvements. Further, condominiums and apartments generally feature smaller amounts of impervious area per unit, even when parking, commons, and other impervious facilities are fully accounted for. Under a traditional ERU schema based on impervious area, the nature of land use in the Village ensures an inequitable arrangement for stormwater program funding.

As a result of that outcome, the Village requested Balmoral to explore an alternative approach, relying instead on the area of entire parcels, not just the impervious area. Lot size[1] was employed in setting the cost allocation within the gated community for the security and landscaping assessment, in concert with the Bal Harbour Civic Association (2025).

The use of the entire lot for parsing costs and benefits has a hydrological basis. All surfaces generate runoff once the rates (or volumes) of interception and surface retention of rainfall or irrigation are exceeded. Interception and retention coefficients for impervious areas are relatively small and thus runoff percentages are high. Otherwise-considered "pervious" surfaces have much higher rates of interception, retention, infiltration (and possibly recharge) but these coefficients are not 1.00 (100%) and runoff rates will equal those of impervious areas once the soils are saturated. As an indicator of the frequency that pervious areas will produce runoff, from 1949-1999 the Miami Beach area received more than 2 inches on 213 days (an average of 4 days per year) and more than 3 inches of rain 77 days (an average of 1.5 days per year).[2] Soils not yet dry because of antecedent conditions (i.e., prior rainfall) will generate runoff from more frequent, smaller rainfall amounts. Further, climate change is broadly understood to increase the frequency of more intense storm events, and sea level rise will raise the water table, reducing capacity to absorb rainfall therefore contributing to runoff being generated by smaller storm events.

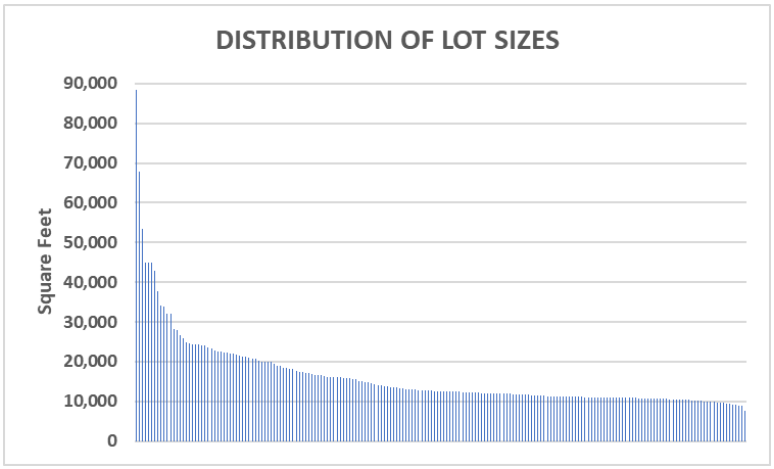
Stormwater management (including rapid and effective removal of runoff from both pervious and impervious areas, and flood prevention from adjoining areas, such as Biscayne Bay) provides benefits to each entire property and not just the impervious structures. Typical community-wide benefits include reduced risk of damage to buildings and community infrastructure, public safety, access to property, maintenance and augmentation of property value, and contribution to the local economy via continued operations and avoided business losses.

Methodology: Balmoral used the ArcGIS geodatabase developed for the prior stormwater fee analysis. The database includes all parcels of record in the Village, and had been updated to reflect unities of title and a change of land use from non-residential to residential. Among other fields, the database includes the parcel number, address, number of units (for multi-family) and the area of the parcel as calculated within ArcGIS. These areas are determined by the lot lines as recorded (and amended) by the Property Appraiser's office, and not as may reported in real estate descriptions. Further, where unity of title has occurred across multiple lots of record, the ArcGIS

[1] Per Rule 12D-1.009, Florida Administrative Code, land area may refer to "Known Acreage" derived from documents recorded in the public records, such as deeds, or rely from GIS as applied to cadastral guidelines (e.g., metes and bounds). This study relied on the Miami-Dade County Property Appraiser records that rely on GIS parcel maps to measure land area, which are reviewed by the Florida Department of Revenue to ensure compliance with state law.

[2] https://climatecenter.fsu.edu/topics/specials/anticipating-heavy-rain-in-florida

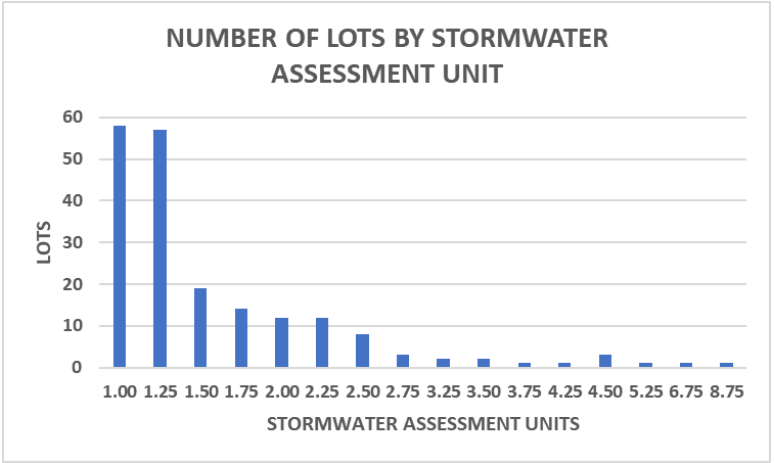
offers accuracy where other records may not. The distribution of lot sizes of the 195 single-family lots is described by Figure 1:



Source: Balmoral Group work product

Figure 1. Distribution of Single-Family Lot Sizes (sq. ft.), Gated Area.

There are seven lots greater than 40,000 sq. ft., 154 lots smaller than 20,000 sq. ft., and 12 lots smaller than 10,000 sq. ft. The median lot size is 12,521 sq. ft. Per Village direction, a threshold of 10,000 sq. ft. was selected as a standard unit for further calculations — all lots of record would be accorded one (1) stormwater assessment unit (*or SAU, for this study*) and all larger lots would be assigned a multiplier of this standard. To cluster rates and simplify billing, SAUs were then rounded off to the nearest one-fourth. The implication for single-family lots in the gated area is that 115 of the 195 lots are assigned either 1.00 SAU or 1.25 SAU, the value of which approximates the median lot size. Figure 2 describes the distribution of SAU among single-family lots.



Source: Balmoral Group work product

Figure 2. Number of Single-Family Lots by SAU (based on 10,000 sq. ft.), Gated Area

Multi-family and commercial properties throughout the Village, within the gated area or outside of it, were assigned SAUs based on their respective lot sizes, divided by 10,000 sq. ft. and rounded to the nearest 0.25. The Appendix includes tables with the calculated number of SAUs for each property. For example, based on its GIS calculated area of 46,934 sq. ft., the area of the marina was round to the nearest 0.25 and assigned 4.75 SAU.

Once the SAUs were assigned to each parcel of record a grand total was determined. Using the 10,000 sq. ft. standard or metric to define an SAU, there are 756.25 SAU including the Shoppes and 684.75 SAU excluding the Shoppes.[3] Table 1 describes the share of SAUs within the gated area versus the share outside the gate. Excluding the Shoppes from the SAU tabulation shifts the simple majority of SAUs to within the gated community.

Table 1. Summary of Areas and SAUs, by Land Use Category and Location

	Area (sq. ft.)	SAUs	Share of SAUs w/ Shoppes	Share of SAUs w/o Shoppes
GATED COMMUNITY (total)	3,480,260	347.25	**46%**	**51%**
Single Family	3,181,683	317.25		
Multi-Family	251,643	25.25		
Marina	46,934	4.75		
OUTSIDE GATE (total)	4,088,549	409.00	**54%**	**49%**
Multi-Family & Condos	3,374,453	337.50		
Shoppes	714,096	71.50		

Source: Balmoral Group work product

- *Given the grand total of SAU, the fundamental remaining approach to defining the price of a SAU is to determine the total stormwater program costs and to then divide by the grand total.*

Stormwater Program Costs: The Village had provided Balmoral its estimated capital and operating and maintenance (O&M) costs for FY26 through FY31. The projected capital costs for the several components of the different phases of the Stormwater Plan were included. The O&M costs included inflation factors for each year after the base year of FY25. Total program costs were determined to be $16,568,647 through FY31.

Balmoral was directed to prepare two cost projections: (1) a scenario based on the issuance of a bond for twenty years, and (2) a similar bond issue, but with a 30-year horizon. Either bond was anticipated to be issued in 2029, so the first projection of program costs covers the years 2026-48 while the second projection addresses 2026-58. For O&M, the Village applied inflation rates of 5%

[3] The Shoppes at Bal Harbour would be allocated 71.50 SAU.

annually for O&M through FY31; Balmoral's projections used an inflation rate of 3% though 2043 (15 years after bond issuance) and 2% thereafter.

There are other costs to reflect beyond the estimated near-term capital expenditures and the projected O&M. First, life-cycle costs (major replacements) were not included. Per Village direction, the assumption is that the current capital improvements will suffice through either the 20-year or 30-year bond issue horizon; only maintenance and repair will be required.

Second, bond issuance incurs its own expense. A review of 50 municipal and public authority bonds in Florida determined an average bond yield (interest paid) of 4.63% and a median of 4.77%. Further, the most recent (with at least 20 years before maturity) had an average yield of 4.99% For purposes of this analysis the more optimistic rate of 4.63% was used. There are also fees paid to the banks or institutions managing the bond. The fees are variable, depending in part on the size of the bond, risk, etc. Based on review of the above Florida bonds, a conservative value of 1.20% was used here. At these rates, issuance costs were estimated to be $198,824 and included in the total amount to be financed.

Third, it remains the Village's intent to develop a Reserve Fund of $1 million for stormwater management and future contingencies. Monies assessed annually (or monthly) as part of a SAU would be dedicated to the reserve and presumably invested securely until the desired amount was reached. At a rate of return of 4.0%, annual investments of $27,309 for 23 years (2026-2048) or $15,104 over 33 years would achieve a fund of $1 million. While not part of the bond issuance, these costs were included in the total program cost to be allocated among the grand total of SAUs.

Operations and Maintenance (O&M) Option: Were the Village to delay the latter elements of proposed capital program (and the associated debt service), operations and maintenance of existing infrastructure would still be required. O&M is currently funded via General Revenues, but as with the assessment program as described this cost center — along with the desired reserve— could be supported by stormwater assessment units charged to properties in accordance with benefits received based on lot size. Consequently, Balmoral was also asked to evaluate program costs for operations (including expected inflation) for five years (i.e., FY 26-30), and the costs of beginning the funding of the Reserve, based on a 30-year horizon for fund accumulation.

Table 2 summarizes the program's costs under the three options (5 years, with no bond issue for capital improvements at this time; a 20-year bond issue starting in 2029; or a 30-year bond issue), including a breakdown of key cost components:

Table 2. Projected Stormwater Program Costs, 5-year and the 20- and 30-year Bond Options.

Projected Costs	5-yr Option FY 26-30	20-yr Bond Option FY 26-48	30-yr Bond Option FY 26-58
Operations	$2,619,704	$16,027,442	$26,194,195
Reserve	$75,518	$628,108	$498,418
Capital (FY 26-28)	$0	$3,410,000	$3,410,000
Debt Service	$0	$26,081,477	$31,371,516
Total Costs	**$2,695,222**	**$46,147,028**	**$61,474,129**
Total Costs per Year	**$539,044**	**$2,307,351**	**$2,049,138**

Source: Balmoral Group work product

Under either full-funding horizon, the funding of the Reserve represents about 1% of total program costs. The allocation to Operations (including repairs and maintenance) increases from about 35% to 43% of the total when extending the funding horizon from 20 years to 30 years. Conversely, the allocation of costs to Debt Service decreases from about 57% to 51% with the longer horizon.

- *The annualized cost for just the anticipated scope of the O&M program (plus Reserve funding) during FY 26-30 is $539,044 per year.*
- *The annualized cost of the comprehensive stormwater program is $2,006,393 per year for the 20-year debt service horizon (FY 26-48) and $1,862,852 per year over the 30-year debt service horizon (FY 26-58), i.e., the proposed stormwater assessments should achieve these annual funding needs for either horizon, respectively.*

Establishing the Charges per SAU: Given the above annualized costs for the two planning horizons, at roughly $2.00 million or $1.86 million, respectively, these targets are then divided by the total number of SAU in the Village. Table 3 allocates these annualized costs to each SAU, based on the grand total of 684.75 SAU (i.e., excluding the Shoppes):

Table 3. Stormwater Costs per SAU, 5-Year Operations and the 20- and 30-year Bond Options.

	5 YEAR O&M OPTION		20 YEARS		30 YEARS	
Cost Function	**ANNUAL**	**MONTH**	**ANNUAL**	**MONTH**	**ANNUAL**	**MONTH**
Operations	$765.16	$63.76	$1,017.66	$84.81	$1,159.20	$96.60
*Reserve**	$22.06	$1.84	$39.88	$3.32	$22.06	$1.84
Capital (FY 26-28)	-----	-----	$216.52	$18.04	$150.91	$12.58
Debt Service	-----	-----	$1,656.05	$138.00	$1,388.32	$115.69
Total Costs	**$787.21**	**$65.60**	**$2,930.11**	**$244.18**	**$2,720.49**	**$226.71**

Source: Balmoral Group work product

** Per Village direction, the Reserve costs in the 5-yearO&M option are based on the 30-year window of accumulation.*

For the reduced scope, 5-year O&M (plus Reserve) option, the annualized and monthly costs *per SAU* are $787 and $65.60, respectively. For the 30-year debt service horizon, the cost of a single SAU (i.e., the smallest residential lots and a few of the commercial outparcels) is $226.71 per month, or $2,720 per year. For the 20-year debt service horizon, these costs *per SAU* are $244.18 per month, or $2,930 per year – higher than for the 30-year option because of the accelerated costs for capital funding and debt service. As described previously, all lots in the Village are to be assessed multiples of these amounts per SAU, regardless of option selected, by increments of 0.25 SAU.

Having established the costs of an individual SAU, the next task is to calculate the unique number of SAUs for each property in the Village. For single-family lots, these multipliers range from 1.00 (for the 58 smallest lots in the Gated area) to 8.75 for the one lot with more than 88,000 sq. ft. For the gated, multi-family lots, these range from 1.25 to 4.25. Outside the gate, the multipliers range from a low of 3.25 (West of Collins Ave.) to a maximum of 39.50, St. Regis Bal Harbour South, East of Collins Ave.

The composition of lot sizes in the Village yields an average annual assessment of $4,426 for single-family homes over the 30-year program (with most properties being $2,720). The annual cost for gated, multi-family properties is $6,245 while the annual cost *per lot* for the larger apartment and condominium properties outside the gate is $30,605.

For condominiums and apartments, regardless of location, while the SAU itself reflects the host parcel area(s[4]), these assessments can be subdivided by the number of units in each building or complex to determine a typical or expected rate per residential unit as may be recovered by the respective homeowners' associations. For example, the area of the parcel hosting the Majestic Tower (9601 Collins Ave.) would be assigned 13.50 SAU and a parcel-based charge of $36,727 per year over 30 years, but with 208 units the cost *per unit* is $14.71 per month.

Share of Program Expense Categories: The Village sough to better understand the relative shares of total program costs can be attributed to O&M, funding the Reserve, near-term capital improvements (FY 26-28) and Debt Service on the prospective bond issue of more than $16.7 million. **Table 4** summarizes the expected allocations.

[4] Some properties consist of more than one parcel of record, including outparcels.

Table 4. Allocation of SAU Costs among Expense Categories, by planning horizon.

Expense Category	5-Yr O&M / Reserve Option	20-year Bond Option	30-year Bond Option
Operations	97.2%	34.7%	42.6%
Reserve	2.8%	1.4%	0.8%
Capital (FY 26-28)	----	7.4%	5.5%
Debt Service	----	57.0%	51.0%

Source: Balmoral Group work product

The allocation of assessments to the several expense categories varies with the duration of the stormwater program being evaluated. Projected O&M costs are 34.7% of the total (over 20 years) but 42.6% over 30 years. For O&M alone, the typical (single SAU) property within the gated area would be billed $84.81 or $96.60 monthly for the 20-year or 30-year programs, respectively. For multi-family properties outside of the gated area the projected O&M costs per month would be $12.08 and $13.76 for the 20- and 30-year programs, respectively.

While the share of costs for O&M rises with the longer program funding timeline (30 years vs. 20 years), the share of costs for the three other categories declines. Under either funding horizon, Debt Service comprises the majority of program costs (between 51% and 57%). Capital costs — for those projects planned to be funded and undertaken prior to 2029 — comprise no more than 7.4% of total program costs, and Debt Service is expected to be no greater than 1.4% (and would be about 0.8% in the 30-year scenario). These percentages can be applied to any parcel's calculated SAUs and associated assessments to estimate the costs for each of the expense categories.

For the 5-year O&M (plus Reserve) funding option, annualized Operations & Maintenance expenses are expected to be more than 97% of total costs while funding the Reserve would be less than 3% of the total, short-term funding effort. These percentages are based on annualized costs over five years: were the stormwater program to continue beyond the five years, O&M costs (and the assessments to support them) would be expected to increase about 16% for the second 5-year period, and O&M would comprise an increasing share of total costs as expenditures for the Reserve remain fixed.

The Appendix includes tables reporting the parcel identification number, the building name (for condominiums and apartments), the area, the SAU, the (30-Year) annual cost for the parcel, and the expected monthly cost per unit. The Excel workbook included with this report provides menu options for the 20- and 30-year program options.

The tables in the Appendix also include breakdowns of the expected monthly cost per unit for the stormwater program's O&M costs, capital costs, the debt service (based on the bond costs described above) and the funding of the desired reserves.

Summary: The unique composition and distribution of residential property types in the Village creates a basis for inequitable funding for stormwater management, especially given the locations and purposes of the core capital investments. Neither ad valorem (i.e., general revenue) nor the use of a traditional equivalent rate unit based on impervious area rectifies the inequity. The proposed approach relies on allocating the full scope of projected stormwater program costs to each lot of record in the Village based on the area of the parcel, and not solely on its impervious surface. Doing so (and for the time being excluding the Shoppes at Bal Harbour) imposes approximately 51% of total program costs on the gated community while at the same time assigning the minimum costs to the majority of single-family homes.

Over a 30-year program horizon, the cost for most single-family homes is projected to be $227 per month while the monthly cost to condominium and apartment units within the gated area averages $52.76 per unit.[5] Over the 30-year program, the average cost for condominium and apartment units outside of the gate is $32.28 per unit per month. The total (and per unit) costs are about 8% greater when the program is evaluated with a 20-year bond issue.

For the reduced scope 5-year O&M (and Reserve) scenario, the average monthly cost for single-family homes is $107 while the average cost per unit for multi-family units inside the gate is $21.33.[6] The average cost per unit for residential units outside the gate is $9.34 per month and ranges from a low of $2.72 (The Plaza) to a maximum of $19.13 (The Beach Club).

[5] The per unit cost at 284 Bal Bay Dr. is an exception because of the three units on a large lot, which in turn increases the calculated *average* cost per multi-family unit in the Gated Area. However, it does not impact the actual cost per unit for other properties.

[6] $15.27 per month if excluding 284 Bal Bay Dr.

APPENDIX

APPENDIX A. Cost Projections

Inflation Assumption		5%	5%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%	3%
Projected Costs - 20 Years	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**
Operations	$480,000	$504,000	$529,200	$545,076	$561,428	$578,271	$595,619	$613,488	$631,892	$650,849	$670,375	$690,486	$711,201	$732,537	$754,513	$777,148
Capital	$2,500,000	$480,000	$430,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Debt Service	$0	$0	$0	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074
Reserve	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309
Total Costs per Year	**$3,007,309**	**$1,011,309**	**$986,509**	**$1,876,459**	**$1,892,811**	**$1,909,654**	**$1,927,002**	**$1,944,871**	**$1,963,275**	**$1,982,232**	**$2,001,758**	**$2,021,869**	**$2,042,583**	**$2,063,919**	**$2,085,896**	**$2,108,531**
Projected Costs - 30 Years	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**2033**	**2034**	**2035**	**2036**	**2037**	**2038**	**2039**	**2040**	**2041**
Operations	$480,000	$504,000	$529,200	$545,076	$561,428	$578,271	$595,619	$613,488	$631,892	$650,849	$670,375	$690,486	$711,201	$732,537	$754,513	$777,148
Capital	$2,500,000	$480,000	$430,000	$0	$0	$0										
Debt Service	$0	$0	$0	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717
Reserve	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104
Total Costs per Year	**$2,995,104**	**$999,104**	**$974,304**	**$1,605,897**	**$1,622,249**	**$1,639,092**	**$1,656,440**	**$1,674,309**	**$1,692,713**	**$1,711,670**	**$1,731,195**	**$1,751,307**	**$1,772,021**	**$1,793,357**	**$1,815,333**	**$1,837,969**

3%	3%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%		
2042	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**	**2055**	**2056**	**2057**	**2058**	**FY 26-48**	
$800,462	$824,476	$840,966	$857,785	$874,941	$892,440	$910,289											**$16,027,442**	*Operations*
$0	$0	$0	$0	$0	$0	$0											**$3,410,000**	*Capital*
$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074	$1,304,074											**$26,081,477**	*Debt Service*
$27,309	$27,309	$27,309	$27,309	$27,309	$27,309	$27,309											**$628,108**	*Reserve*
$2,131,845	**$2,155,859**	**$2,172,349**	**$2,189,168**	**$2,206,324**	**$2,223,823**	**$2,241,671**											**$46,147,028**	*Total Costs*
2042	**2043**	**2044**	**2045**	**2046**	**2047**	**2048**	**2049**	**2050**	**2051**	**2052**	**2053**	**2054**	**2055**	**2056**	**2057**	**2058**	**FY 26-58**	
$800,462	$824,476	$840,966	$857,785	$874,941	$892,440	$910,289	$928,494	$947,064	$966,005	$985,326	$1,005,032	$1,025,133	$1,045,635	$1,066,548	$1,087,879	$1,109,637	**$26,194,195**	*Operations*
																	$3,410,000	*Capital*
$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	$1,045,717	**$31,371,516**	*Debt Service*
$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	$15,104	**$498,418**	*Reserve*
$1,861,283	**$1,885,297**	**$1,901,787**	**$1,918,606**	**$1,935,762**	**$1,953,260**	**$1,971,109**	**$1,989,315**	**$2,007,885**	**$2,026,826**	**$2,046,146**	**$2,065,853**	**$2,085,953**	**$2,106,456**	**$2,127,369**	**$2,148,700**	**$2,170,457**	**$61,474,129**	*Total Costs*
															ANNUAL COST_20 YRS		**$2,006,393**	
															ANNUAL COST_30 YRS		**$1,862,852**	

Appendix B1. Multi-family Properties inside the Gate, 30-Year Bond Program

CONDOS	ADDRESS	NAME	UNITS	LOT SIZE (sq ft)	ACTUAL SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT @ 30 yrs	COST PER UNIT PER MONTH @ 30 yrs	OPERATIONAL COSTS	CAPITAL COSTS	DEBT SERVICE	RESERVES
1222260160001	50 PARK DR	FIFTY PARK DR	12	21,693	2.17	2.25	$6,121	$42.51	$18.11	$2.36	$21.69	$0.34
1222260180001	28 BAL BAY DR	SHAKER VILLAS	7	23,010	2.30	2.25	$6,121	$72.87	$31.05	$4.04	$37.19	$0.59
1222260280001	20 PARK DR	WHITEHALL	18	34,550	3.45	3.50	$9,522	$44.08	$18.78	$2.45	$22.50	$0.36
1222260300001	80 PARK DR	80 PARK DRIVE AT BAL HARBOUR	6	12,642	1.26	1.25	$3,401	$47.23	$20.13	$2.62	$24.10	$0.38
1222260310001	70 PARK DR	80 PARK DRIVE AT BAL HARBOUR	6	12,735	1.27	1.25	$3,401	$47.23	$20.13	$2.62	$24.10	$0.38
1222260360001	90 PARK DR	PARK PLACE OF BAL HARBOUR	6	13,105	1.31	1.25	$3,401	$47.23	$20.13	$2.62	$24.10	$0.38
1222260390001	60 PARK DR	VILLAS OF BAL HARBOUR	6	13,929	1.39	1.50	$4,081	$56.68	$24.15	$3.14	$28.92	$0.46
1222260400001	32 CAMDEN DR	BAR HARBOUR CT	10	16,662	1.67	1.75	$4,761	$39.67	$16.91	$2.20	$20.25	$0.32
1222260470001	286 BAL BAY	WATERS EDGE	11	41,768	4.18	4.25	$11,562	$87.59	$37.32	$4.86	$44.70	$0.71
MULTI-FAMILY												
1222260020040	34 BAL BAY DR		12	23,274	2.33	2.25	$6,121	$42.51	$18.11	$2.36	$21.69	$0.34
1222260030020	284 BAL BAY DR		3	38,274	3.83	3.75	$10,202	$283.38	$120.75	$15.72	$144.62	$2.30
		TOTALS	**97**	**251,643**	**25.16**	**25.25**						
		AVERAGE	**8.8**	**22,877**	**2.29**	**2.30**	**$6,245**	**$73.73**	**$31.41**	**$4.09**	**$37.62**	**$0.60**

Note: The Operational, Capital, Debt Service and Reserve costs shown are for 30 years.

Appendix B2. Multi-family Properties inside the Gate, 5-Year O&M Program

CONDOS	ADDRESS	NAME	UNITS	LOT SIZE (sq ft)	ACTUAL SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT	MONTHLY COST PER UNIT	OPERATIONS ONLY PER UNIT	RESERVE PER UNIT
1222260160001	50 PARK DR	FIFTY PARK DR	12	21,693	2.17	2.25	$1,771	$12.30	$11.96	$0.34
1222260180001	28 BAL BAY DR	SHAKER VILLAS	7	23,010	2.30	2.25	$1,771	$21.09	$20.50	$0.59
1222260280001	20 PARK DR	WHITEHALL	18	34,550	3.45	3.50	$2,755	$12.76	$12.40	$0.36
1222260300001	80 PARK DR	80 PARK DRIVE AT BAL HARBOUR	6	12,642	1.26	1.25	$984	$13.67	$13.28	$0.38
1222260310001	70 PARK DR	80 PARK DRIVE AT BAL HARBOUR	6	12,735	1.27	1.25	$984	$13.67	$13.28	$0.38
1222260360001	90 PARK DR	PARK PLACE OF BAL HARBOUR	6	13,105	1.31	1.25	$984	$13.67	$13.28	$0.38
1222260390001	60 PARK DR	VILLAS OF BAL HARBOUR	6	13,929	1.39	1.50	$1,181	$16.40	$15.94	$0.46
1222260400001	32 CAMDEN DR	BAR HARBOUR CT	10	16,662	1.67	1.75	$1,378	$11.48	$11.16	$0.32
1222260470001	286 BAL BAY	WATERS EDGE	11	41,768	4.18	4.25	$3,346	$25.35	$24.64	$0.71
MULTI-FAMILY										
1222260020040	34 BAL BAY DR		12	23,274	2.33	2.25	$1,771	$12.30	$11.96	$0.34
1222260030020	284 BAL BAY DR		3	38,274	3.83	3.75	$2,952	$82.00	$79.70	$2.30
		TOTALS	**97**	**251,643**	**25.16**	**25.25**				
		AVERAGES	**8.8**	**22,877**	**2.29**	**2.30**	**$1,807**	**$21.33**	**$20.74**	**$0.60**

Appendix C1. Multi-family Properties outside the Gate, East and West of Collins Avenue, 30-Year Bond Program

PARCELNO	*GIS Lot Size*	Property Address	Building Name	UNITS	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT 30 YEARS	COST PER UNIT PER MONTH @ 30 yrs	OPERATIONAL COSTS	CAPITAL COSTS	DEBT SERVICE	RESERVES
EAST												
1222260380001	*135,323*	9601 COLLINS AVE	Majestic Tower	208	13.53	13.50	$36,727	$14.71	$6.27	$0.82	$7.51	$0.12
1222260010020	*329,418*	9701 COLLINS AVE	St Regis Bal Harbour S	269	39.50	39.50	$107,459	$11.81	$5.03	$0.66	$6.03	$0.10
1222260490001	*24,298*	9703 COLLINS AVE	St Regis Bal Harbour Ctr (included in South total)	286	2.43	2.50						
1222260480001	*41,238*	9705 COLLINS AVE	St Regis Bal Harbour N (included in South total)	203	4.12	4.00						
1222260230001	*254,848*	9801 COLLINS AVE	Balmoral	463	25.48	25.50	$69,372	$12.49	$5.32	$0.69	$6.37	$0.10
1222260010070	*195,052*	9909 COLLINS AVE	Seaview	212	19.51	19.50	$53,049	$20.85	$8.89	$1.16	$10.64	$0.17
1222260340001	*191,761*	9999 COLLINS AVE	Bal Harbour Tower	156	19.18	19.25	$52,369	$27.98	$11.92	$1.55	$14.28	$0.23
1222260370001	*126,331*	10101 COLLINS AVE	Palace at Bal Harbour	146	12.63	12.75	$34,686	$19.80	$8.44	$1.10	$10.10	$0.16
1222260250001	*125,555*	10155 COLLINS AVE	Bal Harbour 101	198	12.56	12.50	$34,006	$14.31	$6.10	$0.79	$7.30	$0.12
1222260260001	*125,181*	10175 COLLINS AVE	Tiffany	136	12.52	12.50	$34,006	$20.84	$8.88	$1.16	$10.63	$0.17
1222260290001	*125,356*	10185 COLLINS AVE	Plaza	301	12.54	12.50	$34,006	$9.41	$4.01	$0.52	$4.80	$0.08
1222260500001	*243,740*	10201 COLLINS AVE	Oceana	236	24.37	24.25	$65,972	$23.30	$9.93	$1.29	$11.89	$0.19
1222260220001	*118,481*	10205 COLLINS AVE	Kenilworth	150	11.85	11.75	$31,966	$17.76	$7.57	$0.99	$9.06	$0.14
1222260410001	*110,537*	10225 COLLINS AVE	Bellini	78	11.79	11.75	$31,966	$34.15	$14.55	$1.89	$17.43	$0.28
1222260460001	*5,962*	10225 COLLINS AVE	Bellini (area included in total)		0.60	0.50						
1222260510001	*1,393*	10225 COLLINS AVE	Bellini (area included in total)		0.14	0.25						
1222260010150	*120,605*	10245 COLLINS AVE	Rivage Bal Harbour (Carlton)	61	12.06	12.00	$32,646	$44.60	$19.00	$2.47	$22.76	$0.36
1222260430001	*240,685*	10275 COLLINS AVE	Harbour House	450	24.07	24.00	$65,292	$12.09	$5.15	$0.67	$6.17	$0.10
1222260440001	*221,075*	10295 COLLINS AVE	One Bal Harbour	184	22.31	22.25	$60,531	$27.41	$11.68	$1.52	$13.99	$0.22
1222260050030	*714*	10295 COLLINS AVE	One Bal Harbour (area included in total)		0.07	0.00						
1222260050030	*1,351*	10295 COLLINS AVE	One Bal Harbour (area included in total)		0.14	0.25						
WEST												
1222260120001	*32,070*	9910 COLLINS AVE	Tahoma	14	3.21	3.25	$8,842	$52.63	$22.43	$2.92	$26.86	$0.43
1222260190001	*31,812*	9920 COLLINS AVE	Vista Shore	23	3.18	3.25	$8,842	$32.03	$13.65	$1.78	$16.35	$0.26
1222260021470	*34,774*	9930 COLLINS AVE	Bal Harbour Commons	16	3.48	3.50	$9,522	$49.59	$21.13	$2.75	$25.31	$0.40
1222260330001	*34,604*	9940 COLLINS AVE	Beach Club	12	3.46	3.50	$9,522	$66.12	$28.18	$3.67	$33.74	$0.54
1222260150001	*70,870*	10160 COLLINS AVE	Admiralty	35	7.09	7.00	$19,043	$45.34	$19.32	$2.52	$23.14	$0.37
1222260080001	*34,666*	10170 COLLINS AVE	Avondale	16	3.47	3.50	$9,522	$49.59	$21.13	$2.75	$25.31	$0.40
1222260070001	*36,990*	10178 COLLINS AVE	Brownstone	20	3.70	3.75	$10,202	$42.51	$18.11	$2.36	$21.69	$0.34
1222260140001	*40,037*	10190 COLLINS AVE	Bay Harbour Manor	18	4.00	4.00	$10,882	$50.38	$21.47	$2.79	$25.71	$0.41
1222260270001	*38,801*	10210 COLLINS AVE	Lanai	24	3.88	4.00	$10,882	$37.78	$16.10	$2.10	$19.28	$0.31
1222260210001	*34,489*	10230 COLLINS AVE	Bal-Bridge South	20	3.45	3.50	$9,522	$39.67	$16.91	$2.20	$20.25	$0.32
1222260420001	*39,502*	10240 COLLINS AVE	Bal-Bridge North	20	3.95	4.00	$10,882	$45.34	$19.32	$2.52	$23.14	$0.37
1222260021580	*41,663*	10250 COLLINS AVE	Beach Haus	31	4.17	4.25	$11,562	$31.08	$13.24	$1.72	$15.86	$0.25
1222260030010	*68,810*	291 BAL BAY DR	Beach Haus	63	6.88	7.00	$19,043	$25.19	$10.73	$1.40	$12.85	$0.20
1222260030040	*48,654*	290 BAL BAY DR	Beach Haus	24	4.87	4.75	$12,922	$44.87	$19.12	$2.49	$22.90	$0.36
1222260100001	*47,807*	1 HARBOUR WAY	One Harbour Way	24	4.78	4.75	$12,922	$44.87	$19.12	$2.49	$22.90	$0.36
TOTALS	***3,374,453***			***4,097***	***337.45***	***337.50***	**$30,605**	**$32.28**	**$13.76**	**$1.79**	**$16.48**	**$0.26**

Note: The Operational, Capital, Debt Service and Reserve costs shown are for 30 years (monthly).

Appendix C2. Multi-family Properties outside the Gate, East and West of Collins Avenue, 5-Year O&M Program

PARCELNO	*GIS Lot Size*	Property Address	Building Name	UNITS	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT	MONTHLY COST PER UNIT
EAST								
1222260380001	*135,323*	9601 COLLINS AVE	Majestic Tower	208	13.53	13.50	$10,627	$4.26
1222260010020	*329,418*	9701 COLLINS AVE	St Regis Bal Harbour S	269	39.50	39.50	$31,095	$3.42
1222260490001	*24,298*	9703 COLLINS AVE	St Regis Bal Harbour Ctr (included in South total)	286	2.43	2.50		
1222260480001	*41,238*	9705 COLLINS AVE	St Regis Bal Harbour N (included in South total)	203	4.12	4.00		
1222260230001	*254,848*	9801 COLLINS AVE	Balmoral	463	25.48	25.50	$20,074	$3.61
1222260010070	*195,052*	9909 COLLINS AVE	Seaview	212	19.51	19.50	$15,351	$6.03
1222260340001	*191,761*	9999 COLLINS AVE	Bal Harbour Tower	156	19.18	19.25	$15,154	$8.10
1222260370001	*126,331*	10101 COLLINS AVE	Palace at Bal Harbour	146	12.63	12.75	$10,037	$5.73
1222260250001	*125,555*	10155 COLLINS AVE	Bal Harbour 101	198	12.56	12.50	$9,840	$4.14
1222260260001	*125,181*	10175 COLLINS AVE	Tiffany	136	12.52	12.50	$9,840	$6.03
1222260290001	*125,356*	10185 COLLINS AVE	Plaza	301	12.54	12.50	$9,840	$2.72
1222260500001	*243,740*	10201 COLLINS AVE	Oceana	236	24.37	24.25	$19,090	$6.74
1222260220001	*118,481*	10205 COLLINS AVE	Kenilworth	150	11.85	11.75	$9,250	$5.14
1222260410001	*110,537*	10225 COLLINS AVE	Bellini	78	11.79	11.75	$9,250	$9.88
1222260460001	*5,962*	10225 COLLINS AVE	Bellini (area included in total)		0.60	0.50		
1222260510001	*1,393*	10225 COLLINS AVE	Bellini (area included in total)		0.14	0.25		
1222260010150	*120,605*	10245 COLLINS AVE	Rivage Bal Harbour (Carlton)	61	12.06	12.00	$9,447	$12.91
1222260430001	*240,685*	10275 COLLINS AVE	Harbour House	450	24.07	24.00	$18,893	$3.50
1222260440001	*221,075*	10295 COLLINS AVE	One Bal Harbour	184	22.31	22.25	$17,515	$7.93
1222260050030	*714*	10295 COLLINS AVE	One Bal Harbour (area included in total)		0.07	0.00		
1222260050030	*1,351*	10295 COLLINS AVE	One Bal Harbour (area included in total)		0.14	0.25		
WEST								
1222260120001	*32,070*	9910 COLLINS AVE	Tahoma	14	3.21	3.25	$2,558	$15.23
1222260190001	*31,812*	9920 COLLINS AVE	Vista Shore	23	3.18	3.25	$2,558	$9.27
1222260021470	*34,774*	9930 COLLINS AVE	Bal Harbour Commons	16	3.48	3.50	$2,755	$14.35
1222260330001	*34,604*	9940 COLLINS AVE	Beach Club	12	3.46	3.50	$2,755	$19.13
1222260150001	*70,870*	10160 COLLINS AVE	Admiralty	35	7.09	7.00	$5,510	$13.12
1222260080001	*34,666*	10170 COLLINS AVE	Avondale	16	3.47	3.50	$2,755	$14.35
1222260070001	*36,990*	10178 COLLINS AVE	Brownstone	20	3.70	3.75	$2,952	$12.30
1222260140001	*40,037*	10190 COLLINS AVE	Bay Harbour Manor	18	4.00	4.00	$3,149	$14.58
1222260270001	*38,801*	10210 COLLINS AVE	Lanai	24	3.88	4.00	$3,149	$10.93
1222260210001	*34,489*	10230 COLLINS AVE	Bal-Bridge South	20	3.45	3.50	$2,755	$11.48
1222260420001	*39,502*	10240 COLLINS AVE	Bal-Bridge North	20	3.95	4.00	$3,149	$13.12
1222260021580	*41,663*	10250 COLLINS AVE	Beach Haus	31	4.17	4.25	$3,346	$8.99
1222260030010	*68,810*	291 BAL BAY DR	Beach Haus	63	6.88	7.00	$5,510	$7.29
1222260030040	*48,654*	290 BAL BAY DR	Beach Haus	24	4.87	4.75	$3,739	$12.98
1222260100001	*47,807*	1 HARBOUR WAY	One Harbour Way	24	4.78	4.75	$3,739	$12.98
TOTALS	**3,374,453**			**4,097**	**337.45**	**337.50**		
			AVERAGES	**128**	**9.58**	**9.58**	**$8,856**	**9.34**

Appendix D1. Single-Family Properties inside the Gate, 30-Year Bond Program

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT @ 30 yrs	COST PER UNIT PER MONTH @ 30 yrs	O&M COSTS	CAPITAL COSTS	DEBT SERVICE	RESERVES
1222260022355	88,409	8.84	8.75	$23,804	$1,984	$845.25	$110.04	$1,012.32	$16.08
1222260022357	67,863	6.79	6.75	$18,363	$1,530	$652.05	$84.88	$780.93	$12.41
1222260022060	53,494	5.35	5.25	$14,283	$1,190	$507.15	$66.02	$607.39	$9.65
1222260020110	44,935	4.49	4.50	$12,242	$1,020	$434.70	$56.59	$520.62	$8.27
1222260022310	44,901	4.49	4.50	$12,242	$1,020	$434.70	$56.59	$520.62	$8.27
1222260022150	44,834	4.48	4.50	$12,242	$1,020	$434.70	$56.59	$520.62	$8.27
1222260020050	42,888	4.29	4.25	$11,562	$964	$410.55	$53.45	$491.70	$7.81
1222260022280	37,660	3.77	3.75	$10,202	$850	$362.25	$47.16	$433.85	$6.89
1222260022365	34,071	3.41	3.50	$9,522	$793	$338.10	$44.01	$404.93	$6.43
1222260020570	33,979	3.40	3.50	$9,522	$793	$338.10	$44.01	$404.93	$6.43
1222260020230	32,177	3.22	3.25	$8,842	$737	$313.95	$40.87	$376.00	$5.97
1222260020980	31,981	3.20	3.25	$8,842	$737	$313.95	$40.87	$376.00	$5.97
1222260020180	28,107	2.81	2.75	$7,481	$623	$265.65	$34.58	$318.16	$5.05
1222260020200	27,934	2.79	2.75	$7,481	$623	$265.65	$34.58	$318.16	$5.05
1222260021810	26,557	2.66	2.75	$7,481	$623	$265.65	$34.58	$318.16	$5.05
1222260022320	25,899	2.59	2.50	$6,801	$567	$241.50	$31.44	$289.23	$4.60
1222260020170	24,878	2.49	2.50	$6,801	$567	$241.50	$31.44	$289.23	$4.60
1222260022030	24,622	2.46	2.50	$6,801	$567	$241.50	$31.44	$289.23	$4.60
1222260022270	24,431	2.44	2.50	$6,801	$567	$241.50	$31.44	$289.23	$4.60
1222260022170	24,378	2.44	2.50	$6,801	$567	$241.50	$31.44	$289.23	$4.60
1222260022180	24,278	2.43	2.50	$6,801	$567	$241.50	$31.44	$289.23	$4.60
1222260021690	24,110	2.41	2.50	$6,801	$567	$241.50	$31.44	$289.23	$4.60
1222260020370	24,108	2.41	2.50	$6,801	$567	$241.50	$31.44	$289.23	$4.60
1222260020190	23,576	2.36	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260022260	23,329	2.33	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT @ 30 yrs	COST PER UNIT PER MONTH @ 30 yrs	O&M COSTS	CAPITAL COSTS	DEBT SERVICE	RESERVES
1222260022250	22,786	2.28	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260022240	22,585	2.26	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260020220	22,468	2.25	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260020600	22,372	2.24	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260021960	22,247	2.22	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260020420	22,135	2.21	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260022200	21,926	2.19	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260020070	21,793	2.18	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260021270	21,556	2.16	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260022220	21,276	2.13	2.25	$6,121	$510	$217.35	$28.29	$260.31	$4.14
1222260020080	21,245	2.12	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260020210	20,944	2.09	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260022210	20,837	2.08	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260020100	20,622	2.06	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260022290	20,299	2.03	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260021830	20,020	2.00	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260020950	19,954	2.00	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260021180	19,912	1.99	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260022190	19,850	1.99	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260020090	19,410	1.94	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260020860	18,994	1.90	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260021920	18,883	1.89	2.00	$5,441	$453	$193.20	$25.15	$231.39	$3.68
1222260022230	18,483	1.85	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260020130	18,319	1.83	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260022140	18,175	1.82	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260021170	18,096	1.81	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT @ 30 yrs	COST PER UNIT PER MONTH @ 30 yrs	O&M COSTS	CAPITAL COSTS	DEBT SERVICE	RESERVES
1222260020890	17,622	1.76	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260022130	17,376	1.74	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260021820	17,364	1.74	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260020140	17,172	1.72	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260021890	17,021	1.70	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260021250	16,839	1.68	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260020590	16,715	1.67	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260021850	16,665	1.67	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260021790	16,550	1.65	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260021680	16,272	1.63	1.75	$4,761	$397	$169.05	$22.01	$202.46	$3.22
1222260021280	16,177	1.62	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260021700	16,157	1.62	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260020150	16,119	1.61	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260021840	16,102	1.61	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260022020	16,037	1.60	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260021870	15,908	1.59	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260021900	15,877	1.59	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260021110	15,735	1.57	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260020160	15,697	1.57	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260022000	15,614	1.56	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260021670	15,030	1.50	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260020640	15,008	1.50	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260022010	14,839	1.48	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260020920	14,722	1.47	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260021990	14,623	1.46	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260021590	14,334	1.43	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT @ 30 yrs	COST PER UNIT PER MONTH @ 30 yrs	O&M COSTS	CAPITAL COSTS	DEBT SERVICE	RESERVES
1222260020610	14,129	1.41	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260021710	14,097	1.41	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260020620	13,790	1.38	1.50	$4,081	$340	$144.90	$18.86	$173.54	$2.76
1222260020750	13,689	1.37	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021390	13,500	1.35	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020360	13,495	1.35	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020320	13,479	1.35	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021140	13,310	1.33	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260022090	13,242	1.32	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021150	13,099	1.31	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021200	13,008	1.30	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020250	12,972	1.30	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021360	12,967	1.30	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021430	12,885	1.29	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021970	12,769	1.28	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021040	12,708	1.27	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021980	12,680	1.27	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021380	12,638	1.26	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020710	12,607	1.26	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021420	12,586	1.26	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020930	12,521	1.25	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020280	12,489	1.25	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020880	12,486	1.25	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020940	12,483	1.25	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260022050	12,414	1.24	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021410	12,410	1.24	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT @ 30 yrs	COST PER UNIT PER MONTH @ 30 yrs	O&M COSTS	CAPITAL COSTS	DEBT SERVICE	RESERVES
1222260020900	12,397	1.24	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020870	12,339	1.23	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020650	12,235	1.22	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260022120	12,216	1.22	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021220	12,202	1.22	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020510	12,161	1.22	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020810	12,144	1.21	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021160	12,100	1.21	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260022040	12,092	1.21	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021235	11,958	1.20	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021240	11,938	1.19	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021130	11,932	1.19	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020872	11,926	1.19	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260022100	11,924	1.19	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021190	11,906	1.19	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260022110	11,903	1.19	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021350	11,893	1.19	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020430	11,856	1.19	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021370	11,835	1.18	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020310	11,828	1.18	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020630	11,803	1.18	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020660	11,733	1.17	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020300	11,630	1.16	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021330	11,590	1.16	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021720	11,588	1.16	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020350	11,475	1.15	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT @ 30 yrs	COST PER UNIT PER MONTH @ 30 yrs	O&M COSTS	CAPITAL COSTS	DEBT SERVICE	RESERVES
1222260020850	11,392	1.14	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020740	11,350	1.14	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021310	11,346	1.13	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020340	11,335	1.13	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260020480	11,321	1.13	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021340	11,319	1.13	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021100	11,307	1.13	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021120	11,282	1.13	1.25	$3,401	$283	$120.75	$15.72	$144.62	$2.30
1222260021320	11,223	1.12	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020500	11,194	1.12	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020580	11,158	1.12	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021300	11,144	1.11	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021290	11,141	1.11	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021660	11,127	1.11	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021780	11,073	1.11	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021760	11,050	1.11	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021400	11,043	1.10	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020720	11,024	1.10	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020330	11,023	1.10	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020460	11,021	1.10	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021730	11,005	1.10	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020410	10,987	1.10	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021210	10,971	1.10	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021770	10,968	1.10	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020400	10,940	1.09	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021600	10,933	1.09	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT @ 30 yrs	COST PER UNIT PER MONTH @ 30 yrs	O&M COSTS	CAPITAL COSTS	DEBT SERVICE	RESERVES
1222260021800	10,924	1.09	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021750	10,880	1.09	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020820	10,864	1.09	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020470	10,852	1.09	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020970	10,848	1.08	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020730	10,810	1.08	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021620	10,805	1.08	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020520	10,800	1.08	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021610	10,777	1.08	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021860	10,752	1.08	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020390	10,749	1.07	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020690	10,650	1.07	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020490	10,650	1.06	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021650	10,617	1.06	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021630	10,587	1.06	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020440	10,526	1.05	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021080	10,486	1.05	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020450	10,477	1.05	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020670	10,420	1.04	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021090	10,349	1.03	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020380	10,346	1.03	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020680	10,329	1.03	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020830	10,312	1.03	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020530	10,210	1.02	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021020	10,180	1.02	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020910	10,141	1.01	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT @ 30 yrs	COST PER UNIT PER MONTH @ 30 yrs	O&M COSTS	CAPITAL COSTS	DEBT SERVICE	RESERVES
1222260020840	10,019	1.00	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021940	10,014	1.00	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020540	9,984	1.00	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021880	9,846	0.98	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021910	9,786	0.98	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260020700	9,660	0.97	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021060	9,549	0.95	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021050	9,354	0.94	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021030	9,345	0.93	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021930	9,270	0.93	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021740	9,189	0.92	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021640	8,903	0.89	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021010	8,826	0.88	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
1222260021070	7,698	0.77	1.00	$2,720	$227	$96.60	$12.58	$115.69	$1.84
TOTALS	**3,181,683**	**318.17**	**317.25**	**$4,426**	**$369**	$157.16	$20.46	$188.22	$2.99
MARINA									
1222260022350	46,934	4.69	4.75	$12,922	$1,077	$458.85	$59.73	$549.54	$8.73

Appendix D2. Single-Family Properties inside the Gate, 5-Year O&M Program

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT	MONTHLY COST PER LOT	OPERATIONS ONLY PER MONTH	RESERVE PER MONTH
1222260022355	88,409	8.84	8.75	$6,888	$574.01	$557.93	$16.08
1222260022357	67,863	6.79	6.75	$5,314	$442.81	$430.40	$12.41
1222260022060	53,494	5.35	5.25	$4,133	$344.41	$334.76	$9.65
1222260020110	44,935	4.49	4.50	$3,542	$295.21	$286.93	$8.27
1222260022310	44,901	4.49	4.50	$3,542	$295.21	$286.93	$8.27
1222260022150	44,834	4.48	4.50	$3,542	$295.21	$286.93	$8.27
1222260020050	42,888	4.29	4.25	$3,346	$278.80	$270.99	$7.81
1222260022280	37,660	3.77	3.75	$2,952	$246.00	$239.11	$6.89
1222260022365	34,071	3.41	3.50	$2,755	$229.60	$223.17	$6.43
1222260020570	33,979	3.40	3.50	$2,755	$229.60	$223.17	$6.43
1222260020230	32,177	3.22	3.25	$2,558	$213.20	$207.23	$5.97
1222260020980	31,981	3.20	3.25	$2,558	$213.20	$207.23	$5.97
1222260020180	28,107	2.81	2.75	$2,165	$180.40	$175.35	$5.05
1222260020200	27,934	2.79	2.75	$2,165	$180.40	$175.35	$5.05
1222260021810	26,557	2.66	2.75	$2,165	$180.40	$175.35	$5.05
1222260022320	25,899	2.59	2.50	$1,968	$164.00	$159.41	$4.60
1222260020170	24,878	2.49	2.50	$1,968	$164.00	$159.41	$4.60
1222260022030	24,622	2.46	2.50	$1,968	$164.00	$159.41	$4.60
1222260022270	24,431	2.44	2.50	$1,968	$164.00	$159.41	$4.60
1222260022170	24,378	2.44	2.50	$1,968	$164.00	$159.41	$4.60
1222260022180	24,278	2.43	2.50	$1,968	$164.00	$159.41	$4.60
1222260021690	24,110	2.41	2.50	$1,968	$164.00	$159.41	$4.60
1222260020370	24,108	2.41	2.50	$1,968	$164.00	$159.41	$4.60
1222260020190	23,576	2.36	2.25	$1,771	$147.60	$143.47	$4.14

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT	MONTHLY COST PER LOT	OPERATIONS ONLY PER MONTH	RESERVE PER MONTH
1222260022260	23,329	2.33	2.25	$1,771	$147.60	$143.47	$4.14
1222260022250	22,786	2.28	2.25	$1,771	$147.60	$143.47	$4.14
1222260022240	22,585	2.26	2.25	$1,771	$147.60	$143.47	$4.14
1222260020220	22,468	2.25	2.25	$1,771	$147.60	$143.47	$4.14
1222260020600	22,372	2.24	2.25	$1,771	$147.60	$143.47	$4.14
1222260021960	22,247	2.22	2.25	$1,771	$147.60	$143.47	$4.14
1222260020420	22,135	2.21	2.25	$1,771	$147.60	$143.47	$4.14
1222260022200	21,926	2.19	2.25	$1,771	$147.60	$143.47	$4.14
1222260020070	21,793	2.18	2.25	$1,771	$147.60	$143.47	$4.14
1222260021270	21,556	2.16	2.25	$1,771	$147.60	$143.47	$4.14
1222260022220	21,276	2.13	2.25	$1,771	$147.60	$143.47	$4.14
1222260020080	21,245	2.12	2.00	$1,574	$131.20	$127.53	$3.68
1222260020210	20,944	2.09	2.00	$1,574	$131.20	$127.53	$3.68
1222260022210	20,837	2.08	2.00	$1,574	$131.20	$127.53	$3.68
1222260020100	20,622	2.06	2.00	$1,574	$131.20	$127.53	$3.68
1222260022290	20,299	2.03	2.00	$1,574	$131.20	$127.53	$3.68
1222260021830	20,020	2.00	2.00	$1,574	$131.20	$127.53	$3.68
1222260020950	19,954	2.00	2.00	$1,574	$131.20	$127.53	$3.68
1222260021180	19,912	1.99	2.00	$1,574	$131.20	$127.53	$3.68
1222260022190	19,850	1.99	2.00	$1,574	$131.20	$127.53	$3.68
1222260020090	19,410	1.94	2.00	$1,574	$131.20	$127.53	$3.68
1222260020860	18,994	1.90	2.00	$1,574	$131.20	$127.53	$3.68
1222260021920	18,883	1.89	2.00	$1,574	$131.20	$127.53	$3.68
1222260022230	18,483	1.85	1.75	$1,378	$114.80	$111.59	$3.22
1222260020130	18,319	1.83	1.75	$1,378	$114.80	$111.59	$3.22
1222260022140	18,175	1.82	1.75	$1,378	$114.80	$111.59	$3.22
1222260021170	18,096	1.81	1.75	$1,378	$114.80	$111.59	$3.22

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT	MONTHLY COST PER LOT	OPERATIONS ONLY PER MONTH	RESERVE PER MONTH
1222260020890	17,622	1.76	1.75	$1,378	$114.80	$111.59	$3.22
1222260022130	17,376	1.74	1.75	$1,378	$114.80	$111.59	$3.22
1222260021820	17,364	1.74	1.75	$1,378	$114.80	$111.59	$3.22
1222260020140	17,172	1.72	1.75	$1,378	$114.80	$111.59	$3.22
1222260021890	17,021	1.70	1.75	$1,378	$114.80	$111.59	$3.22
1222260021250	16,839	1.68	1.75	$1,378	$114.80	$111.59	$3.22
1222260020590	16,715	1.67	1.75	$1,378	$114.80	$111.59	$3.22
1222260021850	16,665	1.67	1.75	$1,378	$114.80	$111.59	$3.22
1222260021790	16,550	1.65	1.75	$1,378	$114.80	$111.59	$3.22
1222260021680	16,272	1.63	1.75	$1,378	$114.80	$111.59	$3.22
1222260021280	16,177	1.62	1.50	$1,181	$98.40	$95.64	$2.76
1222260021700	16,157	1.62	1.50	$1,181	$98.40	$95.64	$2.76
1222260020150	16,119	1.61	1.50	$1,181	$98.40	$95.64	$2.76
1222260021840	16,102	1.61	1.50	$1,181	$98.40	$95.64	$2.76
1222260022020	16,037	1.60	1.50	$1,181	$98.40	$95.64	$2.76
1222260021870	15,908	1.59	1.50	$1,181	$98.40	$95.64	$2.76
1222260021900	15,877	1.59	1.50	$1,181	$98.40	$95.64	$2.76
1222260021110	15,735	1.57	1.50	$1,181	$98.40	$95.64	$2.76
1222260020160	15,697	1.57	1.50	$1,181	$98.40	$95.64	$2.76
1222260022000	15,614	1.56	1.50	$1,181	$98.40	$95.64	$2.76
1222260021670	15,030	1.50	1.50	$1,181	$98.40	$95.64	$2.76
1222260020640	15,008	1.50	1.50	$1,181	$98.40	$95.64	$2.76
1222260022010	14,839	1.48	1.50	$1,181	$98.40	$95.64	$2.76
1222260020920	14,722	1.47	1.50	$1,181	$98.40	$95.64	$2.76
1222260021990	14,623	1.46	1.50	$1,181	$98.40	$95.64	$2.76
1222260021590	14,334	1.43	1.50	$1,181	$98.40	$95.64	$2.76
1222260020610	14,129	1.41	1.50	$1,181	$98.40	$95.64	$2.76

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT	MONTHLY COST PER LOT	OPERATIONS ONLY PER MONTH	RESERVE PER MONTH
1222260021710	14,097	1.41	1.50	$1,181	$98.40	$95.64	$2.76
1222260020620	13,790	1.38	1.50	$1,181	$98.40	$95.64	$2.76
1222260020750	13,689	1.37	1.25	$984	$82.00	$79.70	$2.30
1222260021390	13,500	1.35	1.25	$984	$82.00	$79.70	$2.30
1222260020360	13,495	1.35	1.25	$984	$82.00	$79.70	$2.30
1222260020320	13,479	1.35	1.25	$984	$82.00	$79.70	$2.30
1222260021140	13,310	1.33	1.25	$984	$82.00	$79.70	$2.30
1222260022090	13,242	1.32	1.25	$984	$82.00	$79.70	$2.30
1222260021150	13,099	1.31	1.25	$984	$82.00	$79.70	$2.30
1222260021200	13,008	1.30	1.25	$984	$82.00	$79.70	$2.30
1222260020250	12,972	1.30	1.25	$984	$82.00	$79.70	$2.30
1222260021360	12,967	1.30	1.25	$984	$82.00	$79.70	$2.30
1222260021430	12,885	1.29	1.25	$984	$82.00	$79.70	$2.30
1222260021970	12,769	1.28	1.25	$984	$82.00	$79.70	$2.30
1222260021040	12,708	1.27	1.25	$984	$82.00	$79.70	$2.30
1222260021980	12,680	1.27	1.25	$984	$82.00	$79.70	$2.30
1222260021380	12,638	1.26	1.25	$984	$82.00	$79.70	$2.30
1222260020710	12,607	1.26	1.25	$984	$82.00	$79.70	$2.30
1222260021420	12,586	1.26	1.25	$984	$82.00	$79.70	$2.30
1222260020930	12,521	1.25	1.25	$984	$82.00	$79.70	$2.30
1222260020280	12,489	1.25	1.25	$984	$82.00	$79.70	$2.30
1222260020880	12,486	1.25	1.25	$984	$82.00	$79.70	$2.30
1222260020940	12,483	1.25	1.25	$984	$82.00	$79.70	$2.30
1222260022050	12,414	1.24	1.25	$984	$82.00	$79.70	$2.30
1222260021410	12,410	1.24	1.25	$984	$82.00	$79.70	$2.30
1222260020900	12,397	1.24	1.25	$984	$82.00	$79.70	$2.30
1222260020870	12,339	1.23	1.25	$984	$82.00	$79.70	$2.30

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT	MONTHLY COST PER LOT	OPERATIONS ONLY PER MONTH	RESERVE PER MONTH
1222260020650	12,235	1.22	1.25	$984	$82.00	$79.70	$2.30
1222260022120	12,216	1.22	1.25	$984	$82.00	$79.70	$2.30
1222260021220	12,202	1.22	1.25	$984	$82.00	$79.70	$2.30
1222260020510	12,161	1.22	1.25	$984	$82.00	$79.70	$2.30
1222260020810	12,144	1.21	1.25	$984	$82.00	$79.70	$2.30
1222260021160	12,100	1.21	1.25	$984	$82.00	$79.70	$2.30
1222260022040	12,092	1.21	1.25	$984	$82.00	$79.70	$2.30
1222260021235	11,958	1.20	1.25	$984	$82.00	$79.70	$2.30
1222260021240	11,938	1.19	1.25	$984	$82.00	$79.70	$2.30
1222260021130	11,932	1.19	1.25	$984	$82.00	$79.70	$2.30
1222260020872	11,926	1.19	1.25	$984	$82.00	$79.70	$2.30
1222260022100	11,924	1.19	1.25	$984	$82.00	$79.70	$2.30
1222260021190	11,906	1.19	1.25	$984	$82.00	$79.70	$2.30
1222260022110	11,903	1.19	1.25	$984	$82.00	$79.70	$2.30
1222260021350	11,893	1.19	1.25	$984	$82.00	$79.70	$2.30
1222260020430	11,856	1.19	1.25	$984	$82.00	$79.70	$2.30
1222260021370	11,835	1.18	1.25	$984	$82.00	$79.70	$2.30
1222260020310	11,828	1.18	1.25	$984	$82.00	$79.70	$2.30
1222260020630	11,803	1.18	1.25	$984	$82.00	$79.70	$2.30
1222260020660	11,733	1.17	1.25	$984	$82.00	$79.70	$2.30
1222260020300	11,630	1.16	1.25	$984	$82.00	$79.70	$2.30
1222260021330	11,590	1.16	1.25	$984	$82.00	$79.70	$2.30
1222260021720	11,588	1.16	1.25	$984	$82.00	$79.70	$2.30
1222260020350	11,475	1.15	1.25	$984	$82.00	$79.70	$2.30
1222260020850	11,392	1.14	1.25	$984	$82.00	$79.70	$2.30
1222260020740	11,350	1.14	1.25	$984	$82.00	$79.70	$2.30
1222260021310	11,346	1.13	1.25	$984	$82.00	$79.70	$2.30

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT	MONTHLY COST PER LOT	OPERATIONS ONLY PER MONTH	RESERVE PER MONTH
1222260020340	11,335	1.13	1.25	$984	$82.00	$79.70	$2.30
1222260020480	11,321	1.13	1.25	$984	$82.00	$79.70	$2.30
1222260021340	11,319	1.13	1.25	$984	$82.00	$79.70	$2.30
1222260021100	11,307	1.13	1.25	$984	$82.00	$79.70	$2.30
1222260021120	11,282	1.13	1.25	$984	$82.00	$79.70	$2.30
1222260021320	11,223	1.12	1.00	$787	$65.60	$63.76	$1.84
1222260020500	11,194	1.12	1.00	$787	$65.60	$63.76	$1.84
1222260020580	11,158	1.12	1.00	$787	$65.60	$63.76	$1.84
1222260021300	11,144	1.11	1.00	$787	$65.60	$63.76	$1.84
1222260021290	11,141	1.11	1.00	$787	$65.60	$63.76	$1.84
1222260021660	11,127	1.11	1.00	$787	$65.60	$63.76	$1.84
1222260021780	11,073	1.11	1.00	$787	$65.60	$63.76	$1.84
1222260021760	11,050	1.11	1.00	$787	$65.60	$63.76	$1.84
1222260021400	11,043	1.10	1.00	$787	$65.60	$63.76	$1.84
1222260020720	11,024	1.10	1.00	$787	$65.60	$63.76	$1.84
1222260020330	11,023	1.10	1.00	$787	$65.60	$63.76	$1.84
1222260020460	11,021	1.10	1.00	$787	$65.60	$63.76	$1.84
1222260021730	11,005	1.10	1.00	$787	$65.60	$63.76	$1.84
1222260020410	10,987	1.10	1.00	$787	$65.60	$63.76	$1.84
1222260021210	10,971	1.10	1.00	$787	$65.60	$63.76	$1.84
1222260021770	10,968	1.10	1.00	$787	$65.60	$63.76	$1.84
1222260020400	10,940	1.09	1.00	$787	$65.60	$63.76	$1.84
1222260021600	10,933	1.09	1.00	$787	$65.60	$63.76	$1.84
1222260021800	10,924	1.09	1.00	$787	$65.60	$63.76	$1.84
1222260021750	10,880	1.09	1.00	$787	$65.60	$63.76	$1.84
1222260020820	10,864	1.09	1.00	$787	$65.60	$63.76	$1.84
1222260020470	10,852	1.09	1.00	$787	$65.60	$63.76	$1.84

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT	MONTHLY COST PER LOT	OPERATIONS ONLY PER MONTH	RESERVE PER MONTH
1222260020970	10,848	1.08	1.00	$787	$65.60	$63.76	$1.84
1222260020730	10,810	1.08	1.00	$787	$65.60	$63.76	$1.84
1222260021620	10,805	1.08	1.00	$787	$65.60	$63.76	$1.84
1222260020520	10,800	1.08	1.00	$787	$65.60	$63.76	$1.84
1222260021610	10,777	1.08	1.00	$787	$65.60	$63.76	$1.84
1222260021860	10,752	1.08	1.00	$787	$65.60	$63.76	$1.84
1222260020390	10,749	1.07	1.00	$787	$65.60	$63.76	$1.84
1222260020690	10,650	1.07	1.00	$787	$65.60	$63.76	$1.84
1222260020490	10,650	1.06	1.00	$787	$65.60	$63.76	$1.84
1222260021650	10,617	1.06	1.00	$787	$65.60	$63.76	$1.84
1222260021630	10,587	1.06	1.00	$787	$65.60	$63.76	$1.84
1222260020440	10,526	1.05	1.00	$787	$65.60	$63.76	$1.84
1222260021080	10,486	1.05	1.00	$787	$65.60	$63.76	$1.84
1222260020450	10,477	1.05	1.00	$787	$65.60	$63.76	$1.84
1222260020670	10,420	1.04	1.00	$787	$65.60	$63.76	$1.84
1222260021090	10,349	1.03	1.00	$787	$65.60	$63.76	$1.84
1222260020380	10,346	1.03	1.00	$787	$65.60	$63.76	$1.84
1222260020680	10,329	1.03	1.00	$787	$65.60	$63.76	$1.84
1222260020830	10,312	1.03	1.00	$787	$65.60	$63.76	$1.84
1222260020530	10,210	1.02	1.00	$787	$65.60	$63.76	$1.84
1222260021020	10,180	1.02	1.00	$787	$65.60	$63.76	$1.84
1222260020910	10,141	1.01	1.00	$787	$65.60	$63.76	$1.84
1222260020840	10,019	1.00	1.00	$787	$65.60	$63.76	$1.84
1222260021940	10,014	1.00	1.00	$787	$65.60	$63.76	$1.84
1222260020540	9,984	1.00	1.00	$787	$65.60	$63.76	$1.84
1222260021880	9,846	0.98	1.00	$787	$65.60	$63.76	$1.84
1222260021910	9,786	0.98	1.00	$787	$65.60	$63.76	$1.84

PARCEL #	LOTSIZE (PER GIS)	CALCULATED SAU PER LOT	NEAREST QUARTER SAU PER LOT	ANNUAL COST PER LOT	MONTHLY COST PER LOT	OPERATIONS ONLY PER MONTH	RESERVE PER MONTH
1222260020700	9,660	0.97	1.00	$787	$65.60	$63.76	$1.84
1222260021060	9,549	0.95	1.00	$787	$65.60	$63.76	$1.84
1222260021050	9,354	0.94	1.00	$787	$65.60	$63.76	$1.84
1222260021030	9,345	0.93	1.00	$787	$65.60	$63.76	$1.84
1222260021930	9,270	0.93	1.00	$787	$65.60	$63.76	$1.84
1222260021740	9,189	0.92	1.00	$787	$65.60	$63.76	$1.84
1222260021640	8,903	0.89	1.00	$787	$65.60	$63.76	$1.84
1222260021010	8,826	0.88	1.00	$787	$65.60	$63.76	$1.84
1222260021070	7,698	0.77	1.00	$787	$65.60	$63.76	$1.84
TOTALS	**3,181,683**	**318.17**	**317.25**				
AVERAGE	**16,316**	**1.63**	**1.63**	**$1,281**	**$106.73**	**$103.74**	**$2.99**
MARINA							
1222260022350	46,934	4.69	4.75	$3,739	$311.61	$302.87	$8.73

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

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

Issue:

Should the Village Council approve this Resolution to award a performance bonus to General Employees in the Village for their work during the 2025-2026 fiscal year?

The Bal Harbour Experience:

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure

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

☒ Other: Employee Reward and Retention

Item Summary / Recommendation:

In 1990, the Village Council adopted a pay plan for the Village's general employees with an annual lump-sum, non-compounding, merit-based "performance bonus" for all Village employees who are not covered under the Collective Bargaining Agreement (CBA) with the Police Benevolent Association (PBA). The performance bonus is in lieu of any annual merit-based salary adjustment for the general employees. In most municipalities, employee compensation structures typically include annual merit-based adjustments that permanently raise base pay. While this method offers predictable year-over-year increases, it also commits organizations to ongoing budget growth regardless of future performance or economic conditions. Over time, these cumulative increases can reduce flexibility in managing personnel costs and make it difficult to differentiate between strong and average performers. Bal Harbour Village has instead adopted a performance-based bonus model that ties compensation directly to individual results each year without altering the employee's base salary. Based on the employees' evaluation rating, they were eligible for a bonus in the range of zero to seven (7) percent. There are 71 employees eligible for the FY 2027 performance bonus, excluding sworn police officers covered by the PBA Collective Bargaining Agreement, vacant positions and the Village Manager. The total amount budgeted for this year's bonuses is $437,956 for all eligible positions. Based on the evaluation scores for the 71 employees eligible for a performance bonus, the total amount to be awarded is $383,743, which represents approximately 88% of the allocated / budgeted funds. The average employee performance evaluation score was 3.78 on a 4.0-point rating scale. The average performance bonus awarded was $5,404.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$383,743	Salaries & Wages in various operating accounts	Various Funds – 501200

Sign off:

Human Resources Director	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: November 17, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING DISBURSEMENT OF VILLAGE GENERAL EMPLOYEE AND VILLAGE MANAGER PERFORMANCE BONUSES**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

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

ANALYSIS

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

For FY 2027, it is proposed that the up to 7% performance bonus be continued for all non-union employees, so that all full-time and part-time general employees remain eligible for a performance bonus of up to 7% of their annual base salary. Performance evaluations have been conducted by each employee's immediate supervisor for the past fiscal year which assesses four key areas: (1) work performance, (2) demeanor, (3) dependability, and (4) attendance. Employees are evaluated using a rating scale with a maximum score of 4.0,

with the resulting evaluation scores used to determine their performance bonus percentage, up to a maximum of 7% of annual base salary. The performance bonus will be pro-rated for eligible employees who have not served a full year with the Village. Contractors and consultants are not part of this program and remain ineligible for a performance bonus. The performance bonuses are included and budgeted as part of the Village's annual operating budget for FY 2027.

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

There are 71 employees eligible for the FY 2027 performance bonus, excluding sworn police officers covered by the PBA Collective Bargaining Agreement, vacant positions and the Village Manager. The total amount budgeted for this year's bonuses is $437,956 for all eligible positions. In January 2020, the Council voted to have the Village Manager supervise and evaluate the Village Clerk. As a result, the Village Clerk's evaluation is done in a manner consistent with all other Department Directors.

Based on the evaluation scores for the 71 employees eligible for a performance bonus, the total amount to be awarded is $383,743, which represents approximately 88% of the allocated / budgeted funds. The average score of all performance evaluations was 3.78 out of a maximum of 4.0, with the average performance bonus awarded in the amount of $5,404.

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

THE BAL HARBOUR EXPERIENCE

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

CONCLUSION

Funds for this program have been included in the FY 2027 Operating Budget. Approval to expend these funds in the manner described above is recommended. The Council is asked to consider this item as a whole and not discuss the ratings of individual employees as that review process has already been conducted by the respective immediate supervisors.

RESOLUTION NO. 2026-

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

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

WHEREAS, for Fiscal Year 2027, the Village has continued the merit-based performance bonus of up to 7% of salary for all eligible non-union employees; and

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

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

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

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

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

WHEREAS, funds for the award of performance bonuses have been included in the FY2026-27 Operating Budget.

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

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

Section 2. **Bonuses Authorized**.

A. That the Village Manager is hereby authorized to award the Bonuses to eligible Village staff.

B. The Village Council hereby authorizes a Bonus to the Village Manager in the amount of _____.

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

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

PASSED AND ADOPTED this 17th day of November, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 17, 2026

SUBJECT: **Discussion Regarding Upcoming Meeting Dates**

BACKGROUND

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

Should it be the Council's pleasure to continue this practice, the December meeting adjustment described below is proposed for 2027.

As in prior years, **two meetings are required in September** for the adoption of the fiscal year budget. The **September 21** meeting will serve as both the regular Village Council meeting and the **Second Budget Hearing**, while the **First Budget Hearing** is tentatively scheduled for **September 14**, pending confirmation of the Miami-Dade County and Miami-Dade County Public Schools budget hearing dates.

As discussed at the last Village Council retreat, the Council agreed to hold the Village Council retreat in lieu of a regular Village Council meeting.

The third Tuesday in December falls on December 21, 2027, during Christmas week, which typically has a shortened workweek. I therefore propose moving the meeting to the preceding Tuesday, December 14, 2027.

CONCLUSION

The following 2027 meeting schedule is proposed for general discussion and consensus. A **Calendar of Potential Meeting Dates** is attached for reference.

Proposed 2027 Village Council Meeting Schedule

- January 19, 2027
- February 25-26, 2027 - Village Retreat
- March 16, 2027
- April 20, 2027

- May 18, 2027
- June 15, 2027
- July 20, 2027
- August 27, 2027 – Mini Retreat
- September 14, 2027 – First Budget Hearing
- September 21, 2027 – Second Budget Hearing & Regular Village Council Meeting
- October 19, 2027
- November 16, 2027
- December 14, 2027

2027

JANUARY

M	T	W	T	F	S	S
				1	2	3
4	5	6	7	8	9	10
	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

M	T	W	T	F	S	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29			

MAY

M	T	W	T	F	S	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

M	T	W	T	F	S	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

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HOLIDAYS

JANUARY
- 1st • New Year's Day
- 18th • Dr. Martin Luther King's Birthday

FEBRUARY
- 15th • Presidents Day
- 25th & 26th • Village Council Retreat

MARCH
- 22nd - 23rd • Purim

APRIL
- 21st - 29th • Passover

MAY
- 31st • Memorial Day

JUNE
- 18th • Juneteenth
- 10th - 12th • Shavuot

JULY
- 4th • Independence Day - closed the 5th

AUGUST
- 27th • Mini Village Council Retreat

SEPTEMBER
- 6th • Labor Day
- 14th • First Budget Hearing

OCTOBER
- 1st -3rd • Rosh Hashanah
- 10th - 11th • Yom Kippur
- 15th - 22nd • Sukkot
- 22nd -24th • Shmini Atzeret/Simchat

NOVEMBER
- 11th • Veterans Day
- 25th & 26th • Thanksgiving

DECEMBER
- 24th - 1st January • Chanukah
- 25th • Christmas Day - closed the 24th

- Proposed Village Council Meeting Dates
- Council Retreat and Mini Retreat Dates
- Tentative Second Budget Date
- Holidays - Village Hall Open Dates
- Weekend Dates
- Village Hall Observed Holidays
- N/A Village Election Date
- N/A Village Induction Date

BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: November 17, 2026

SUBJECT: **Discussion Regarding Upcoming Meeting Dates**

BACKGROUND

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

Should it be the Council's pleasure to continue this practice, the December meeting adjustment described below is proposed for 2027.

As in prior years, **two meetings are required in September** for the adoption of the fiscal year budget. The **September 21** meeting will serve as both the regular Village Council meeting and the **Second Budget Hearing**, while the **First Budget Hearing** is tentatively scheduled for **September 14**, pending confirmation of the Miami-Dade County and Miami-Dade County Public Schools budget hearing dates.

As discussed at the last Village Council retreat, the Council agreed to hold the Village Council retreat in lieu of a regular Village Council meeting.

The third Tuesday in December falls on December 21, 2027, during Christmas week, which typically has a shortened workweek. I therefore propose moving the meeting to the preceding Tuesday, December 14, 2027.

CONCLUSION

The following 2027 meeting schedule is proposed for general discussion and consensus. A **Calendar of Potential Meeting Dates** is attached for reference.

Proposed 2027 Village Council Meeting Schedule

- January 19, 2027
- February 25-26, 2027 - Village Retreat
- March 16, 2027
- April 20, 2027

- May 18, 2027
- June 15, 2027
- July 20, 2027
- August 27, 2027 – Mini Retreat
- September 14, 2027 – First Budget Hearing
- September 21, 2027 – Second Budget Hearing & Regular Village Council Meeting
- October 19, 2027
- November 16, 2027
- December 14, 2027

2027

JANUARY

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BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen SLT

DATE: November 17, 2026

RE: Monthly Report of Village Attorney for October 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 October (93), we completed our work for the October Council meeting and agenda, attended the meetings. We began to review, advise, and prepare documents for agenda items for the November Council meeting. We attended the weekly staff meetings, and the monthly agenda review and after action meetings.

Specific additional matters included:

- We conferred with staff and prepared response on steps to be taken for stormwater assessments on utility bills.
- We reviewed legislative history and prepared correspondence related to inquiry regarding HB 1329.
- We conferred with staff and reviewed inquiry concerning website disclosure requirements for budget amendments and personnel disclosures.
- We met with staff and continued our review of Miami-Dade County legislation on micromobility matters and began initial preparation of opt-in resolution in support of County legislation.
- We conferred with staff, reviewed and responded to correspondence concerning subpoena.
- We continued to advise staff on Murphy indemnification and retainage claim.
- We reviewed and revised Magistrate Orders from June 2026 hearing.
- We conferred with staff and reviewed correspondence from Police Chief regarding license plate readers and prepared response.
- We met with staff, reviewed and responded to drone as first responder agreement.

- We conferred with staff and reviewed proposed procurement policies.
- We advised staff on the new Village Hall related agreements and inquiries.
- We drafted and revised final settlement agreement with Tourism Economics.

Additional Services

For Gated Community matter, we met with staff, reviewed and revised Request for Proposal for Gated Community street lighting contractor services, reviewed and analyzed staff comments, and attended meeting with staff.

For the Zyscovich Architects matter, we reviewed multiple correspondence to coordinate water intrusion site inspection report meeting, reviewed correspondence related to water intrusion investigation findings and followed up on water intrusion investigation agreement; reviewed multiple correspondence and communications regarding settlement and communicated with opposing counsel related to finalizing settlement agreement.

For the Bal Harbour Shops (Live Local Act) matter, we attended discovery conference and reviewed documents related to discovery; reviewed correspondence from litigators; and held several conferences with litigators and Village Manager regarding strategy.

For Dade County PBA matter, we conferred Village Manager's office regarding pending personnel issue.