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
October 28, 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 Breast Cancer Awareness Month

PA2 Proclamation Recognizing October 7 as a Day of Remembrance

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

PA4 Government Relations and Legislative Affairs Update by Groisman, LLC

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Bal Harbour Village Council First Budget Hearing Minutes - September 8, 2026
VillageCouncil-FirstBudgetHearingMinutes_September8_2026.pdf

C6B Bal Harbour Village Council Second Budget Hearing and Regular Council Meeting Minutes - September 15, 2026
VillageCouncil-SecondBudgetHearing-RegularCouncilMeetingMinutes_September15_2026.pdf

C7 – RESOLUTIONS

C7A Resolution Approving Law Enforcement Trust Fund Contributions 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.

Item Summary - LETF Donations (Rotary, Do The Right Thing, Fathers M.I.A.) ADA.pdf
Memorandum - LETF Donations (Rotary, Do The Right Thing, Fathers M.I.A.) ADA.pdf
Resolution - LETF Donations (Rotary, Do The Right Thing, Fathers M.I.A.) ADA.pdf
Attachment - LETF Affidavit ADA.pdf

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

Item Summary - 80th Anniversary Event Services ADA.pdf
Memorandum - 80th Anniversary Event Services ADA.pdf
Resolution - 80th Anniversary Event Services ADA.pdf
Attachment - Beachside Events - Professional Service Agreement.pdf
Attachment - Beachside Events Proposal ADA.pdf

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.

Item Summary - School Resource Officer Funding for Ruth K. Broad K-8 ADA.pdf
Memorandum - School Resource Officer Funding for Ruth K. Broad K-8 ADA.pdf
Resolution - School Resource Officer Funding for Ruth K. Broad K-8 ADA.pdf

R5 – ORDINANCES

R5A Ordinance Amending Architectural Review Board 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.
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

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.
Item Summary - APT Construction Services Agreement for BHCA ADA.pdf
Memorandum - APT Construction Services Agreement for BHCA ADA.pdf
Resolution - APT Construction Services Agreement for BHCA ADA.pdf
Attachment - APT Professional Services Agreement ADA.pdf
Attachment - APT Proposal RFQ 2026-02 ADA.pdf
Attachment - BHCA Board Meeting Minutes 030926 ADA.pdf

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.
Item Summary - Government Relations Strategic Consulting Agreement ADA.pdf
Memorandum - Government Relations Strategic Consulting Agreement ADA.pdf
Resolution - Government Relations Strategic Consulting Agreement ADA.pdf
Attachment - Professional Services Agreement Groisman LLC ADA.pdf

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.
Item Summary - Waiver of Plat for 44 Bal Bay Drive ADA.pdf
Memorandum - Waiver of Plat for 44 Bal Bay Drive ADA.pdf
Resolution - Waiver of Plat for 44 Bal Bay Drive ADA.pdf
Attachment - BHV 44 BBD Staff Report ADA.pdf
Attachment - Exhibit A Waiver of Plat.pdf

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

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

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

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

R9D PUBLIC COMMENT

R10 - VILLAGE MANAGER REPORT

R11 - VILLAGE CLERK REPORT

R12 - VILLAGE ATTORNEY REPORT

R12A Attorney Report
September 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

1st Budget Hearing Minutes
September 8, 2026
At 6:30 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 6:30 P.M.

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

Also present:
Jorge M. Gonzalez, Village Manager
Juan D. Garcia, Village Clerk
Susan Trevarthen, Village Attorney
Ramiro Inguanzo, Assistant Village Manager

The Pledge of Allegiance was led by Mayor Seth Salver.

Mayor Salver recognized and welcomed the Village's new Village Clerk, Juan D. Garcia.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

There were no requests for additions, withdrawals or deferrals at this time.

CONSENT AGENDA

C7 - RESOLUTIONS

C7A Resolution Authorizing Village Manager Purchasing Authority

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE USE OF THE LISTED VENDORS BY THE VILLAGE MANAGER; AFFIRMING THE VILLAGE MANAGERS PURCHASING AUTHORITY UNDER VILLAGE CODE SECTION 2-141; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez explained that the item provided annual preapproval of listed vendors whose contracts might reach the $20,000 purchasing threshold during the coming fiscal year.

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

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

FIRST BUDGET HEARING

R7 - BUDGET RESOLUTIONS

R7A Resolution Adopting Proposed Millage Rate
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING THE PROPOSED 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.

Mr. Gonzalez provided a presentation covering Agenda Items R7A through R7F. He reviewed the budget process, which began with the Council's February retreat and continued through the Budget Advisory Committee's review and the setting of the tentative millage in July. He noted that this was the first of two budget hearings, with the second hearing scheduled for September 15, 2026, as part of the regular Council meeting.

He said that the budget included operating and capital components and reviewed the General Fund, Resort Tax Fund, Water and Sewer Fund, and the Security and Landscape Fund for the gated community. He noted that the Bal Harbour Experience continued to guide the Village's priorities and service levels.

Mr. Gonzalez said that taxable property values increased by approximately 4.6%, with much of the growth attributable to condominiums on the east side of Collins Avenue. He explained that the operating millage component remained at 1.9654 mills and that the additional millage was intended to provide approximately $4 million for the Legal Defense and Application Review Fund. He said that those funds were segregated for that purpose and that the additional millage was expected to be temporary.

He reviewed an overall expenditure plan of approximately $73 million, including approximately $38 million in operating expenditures, capital appropriations, and $4 million for legal defense. He explained that the unusually large capital component reflected anticipated construction of the Jetty and new Village Hall and the need to fully appropriate funds for those projects.

Mr. Gonzalez said that General Fund spending increased by approximately 4.4%. He identified employee compensation, pension contributions and benefits as major cost drivers, including the negotiated 4% cost-of-living adjustment under the police collective bargaining agreement. He said that the Police Department remained the largest expenditure, at nearly $10 million.

He reviewed proposed enhancements, including a fifth day of building inspections, electronic permit review software, additional recreation programming, earlier fitness center hours, and cybersecurity software. He explained that the Building Department's approximately 13% increase reflected additional inspection services and related costs, while the Information Technology increase included cybersecurity requirements. He said that the budget maintained ongoing services and funded reserves for information technology, fleet replacement and millage stabilization.

Mr. Gonzalez reviewed the Resort Tax Fund's support for tourism and marketing, community events, beautification and maintenance, and specialized public safety services. He explained that a reduction in public safety spending reflected salary savings following retirements, with the same number of positions maintained. He also noted that reduced event expenditures reflected the removal of one-time costs associated with the Village's 80th anniversary and other special events.

He reviewed proposed utility rate increases, including an estimated $3 monthly increase for the average water customer and approximately $30 monthly for sanitary sewer service. He attributed the larger sewer increase primarily to the second year of Miami Beach's surcharge adjustment. He said that the sewer rate would increase from $12.00 to $14.50 per 1,000 gallons. He also reviewed lift station improvements and the second year of the water meter replacement program.

Mr. Gonzalez said that the proposed security and landscape assessment for an improved residential property was reduced from the advertised $8,500 to $7,500 following discussions with Civic Association representatives. He noted that this remained $1,000 above the prior year. He said that the proposed budget included a major lighting replacement program, with reserves used to advance funding and anticipated replenishment in future years.

He explained that the Council approved a five-year capital improvement plan but appropriated only the first year. He reviewed the additional funding for the Jetty and new Village Hall, noting that most Jetty funding came from sources other than property taxes. He said that construction expenditures would extend over multiple years and that unused

appropriations would carry forward as needed. He thanked the Finance Department, department heads and Budget Advisory Committee for their work.

In response to Vice Mayor Wolf's questions concerning the Building Department increase, Mr. Gonzalez said that additional inspection services, software and employee-related costs accounted for the significant changes and that staff would provide a more precise follow-up. He also explained that the reduction in special community event spending reflected one-time expenditures in the prior fiscal year.

Neca Logan, 64 Camden Drive, Chair of the Budget Advisory Committee, said that staff were well prepared and that the Committee had asked questions and reviewed the proposed enhancements. She expressed confidence in the budget presented by staff.

Mr. Gonzalez read the millage statement, stating that the proposed millage rate for FY 2026-27 was 2.5132 mills, or $2.5132 per $1,000 of assessed property value. He stated that the rolled-back rate was 2.0252 mills and that the proposed rate was 24.10% above the rolled-back rate.

Mayor Salver acknowledged the size of the increase and said that the additional litigation funding reflected the community's expressed desire to defend the Village's quality of life.

There were no further comments from the public.

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

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

R7B Resolution Approving & Adopting Tentative Operating Budget
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AND ADOPTING THE TENTATIVE 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**.**

Jose Biton, 168 Park Drive, asked how the Village was using artificial intelligence to increase efficiency and reduce administrative costs. He also expressed support for the police compensation increase.

Mr. Gonzalez said that staff had met with artificial intelligence providers and were exploring potential applications in building plan review and inspections. He explained that personnel costs, public safety obligations and management of major capital projects accounted for much of the budget and that no additional full-time equivalent positions were proposed.

He said that the Village would continue exploring opportunities for savings, while noting that contractual inflation adjustments and market conditions also affected costs.

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

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

R7C Resolution Approving Security & Landscape Assessment
A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE PROVISION OF SECURITY AND LANDSCAPE SERVICES, FACILITIES AND PROGRAMS IN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR VILLAGE, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING SECURITY AND LANDSCAPE SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE GATED RESIDENTIAL SECTION OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Discussion addressed the per-unit methodology used for the gated community's security and landscape assessment. Mr. Gonzalez said that the assessment was established in 2012 and that an alternative methodology would require a new study, legal review and approval in time for the following assessment year.

Jose Biton, 168 Park Drive, representing the Civic Association, said that the Association had previously studied alternative methods and discussed them with residents but had not obtained support for a significant change. Mr. Biton said that most properties would see little change under the alternatives reviewed, with larger effects on the smallest and largest properties, and expressed willingness to revisit the matter.

There were no further comments from the public.

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

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

R7D Resolution Approving Solid Waste Assessment
A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, RELATING TO THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLABLE MATERIALS IN BAL HARBOUR VILLAGE, FLORIDA; DESCRIBING THE METHOD OF ASSESSING SOLID WASTE COSTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR VILLAGE, FLORIDA; ESTABLISHING THE RATE OF ASSESSMENT; IMPOSING SOLID WASTE

SERVICE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ASSESSMENT ROLL; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

Mr. Gonzalez said that the proposed annual solid waste assessment was $344.89 per multifamily dwelling unit and $737.13 per single-family residence. He said that the assessment would generate approximately $993,000 to fund the Village's waste collection and disposal contract and reflected contractual inflation adjustments.

Councilman Sklar asked about the cost of recycling services and expressed concern that contamination prevented collected materials from being recycled. Public Works Director Julio Magrisso explained that the contract combined solid waste and recycling services in a blended rate and that recycling materials were taken to the County's facility for sorting. Mr. Gonzalez said that staff would request collection volume information and pricing for service without recycling.

Neca Logan, 64 Camden Drive, supported the questions concerning recycling and said that improved bin labeling and resident education were needed. She also discussed contamination concerns and the availability of additional refuse containers at a cost.

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

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

R7E Resolution Establishing Sanitary Sewer and Water Rates
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, ESTABLISHING SANITARY SEWER AND WATER RATES FOR THE 2026-27 FISCAL YEAR; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez said that the item established the utility rates discussed during the budget presentation and reflected increases in water and sanitary sewer charges. There were no comments from the public.

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

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

R7F Resolution Adopting Consolidated Fee Schedule
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ADOPTING A CONSOLIDATED SCHEDULE OF FEES IMPOSED

BY THE VILLAGE FOR THE PROVISION OF SERVICES; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez explained that the consolidated fee schedule placed the Village's service fees in one document. He said that revisions addressed sanitary sewer and water rates, the police off-duty program, and Recreation, Arts and Culture programs.

He said that the police off-duty rate would be $95 per hour and that the adjustment remained consistent with the Village's Development Agreement obligations to Bal Harbour Shops. He explained that off-duty service costs were paid by the users of the service and included officer compensation and an administrative component.

Mr. Gonzalez said that a building permit fee analysis was underway and that revised building permit and stormwater fees were expected to return for consideration as future amendments to the fee schedule. There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman Jeffrey Freimark and seconded by Councilman Alejandro Levy.

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

REGULAR COUNCIL MEETING AGENDA

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A - PUBLIC COMMENT – There were no comments from the public.

R10 - VILLAGE MANAGER'S REPORT

R11 - VILLAGE CLERK'S REPORT

R12 - VILLAGE ATTORNEY'S REPORT

END OF REGULAR AGENDA - The meeting was adjourned at 7:29 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

2nd Budget Hearing and Regular Meeting Minutes
September 15, 2026
At 6:30 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 6:31 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

The Pledge of Allegiance was led by Mayor Salver. Mayor Salver wished those celebrating a happy Jewish New Year.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Councilman Buzzy Sklar requested a discussion of the Village's logo under New Business and Council Discussion.

PRESENTATIONS AND AWARDS

PA1 Proclamation Recognizing Hispanic Heritage Month

Mayor Salver read a proclamation recognized September 15 through October 15, 2026, as Hispanic Heritage Month and encouraged the community to celebrate the history and contributions of Hispanic and Latino Americans.

PA2 Proclamation Recognizing National Diaper Need Awareness Week

Mayor Salver read a proclamation recognizing September 14 through September 20, 2026, as National Diaper Need Awareness Week. He described diaper need as a public health concern and emphasized the importance of providing children with access to clean diapers. Gabriela Rojas, Executive Director of Miami Diaper Bank, accepted the proclamation and thanked the Council. She explained that the organization works to ensure families do not have to choose between purchasing diapers and paying for food and other basic necessities. She emphasized the importance of cooperation among local governments, residents, and community organizations.

PA3 Recognition of Senator Shevrin Jones for Legislative Advocacy

Mayor Salver presented Senator Shevrin Jones with a certificate of recognition for his legislative advocacy concerning autism awareness and the Blue Envelope program.

Senator Jones thanked the Council and residents for the opportunity to serve the community in Tallahassee. He credited Bal Harbour's officers with helping advance the program by testifying before legislative committees and sharing their experiences.

Police Chief Raleigh Flowers explained that the program would help officers recognize when a motorist is on the autism spectrum and adjust their interactions accordingly. He thanked Senator Jones for supporting the initiative and described its potential to improve safety and save lives.

Detective Hector Gonzalez discussed his experience as a law enforcement officer and the parent of an individual with autism. He thanked Senator Jones for listening to families and supporting the legislation. Chief Flowers and Detective Gonzalez presented Senator Jones with an additional award recognizing his commitment to safety.

CONSENT AGENDA

The Consent Agenda was considered at 6:57 P.M. following Budget Item R7A, R7B, R7C, & R7D.

C6 - COUNCIL MINUTES

C6A Approval of Minutes - July 13, 2026 Village Council Meeting & August 28, 2026 Village Council Mini Retreat.

C7 - RESOLUTIONS

C7A Resolution Accepting FDOT Freebee

RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF SEVENTY THOUSAND DOLLARS ($70,000) FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) YEAR THREE, FOR THE PUBLIC TRANSIT SERVICE DEVELOPMENT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO ACCEPT THE YEAR THREE AWARD FROM FDOT FOR THE GRANT PROJECT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7B Resolution Approving FDOT Turf and Landscape Maintenance Agreement

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AND AUTHORIZING EXECUTION OF A TURF AND LANDSCAPE MAINTENANCE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") AND THE VILLAGE FOR THE TURF AND LANDSCAPE MAINTENANCE SERVICES ON COLLINS AVENUE AND 96TH STREET IN AN ANNUAL AMOUNT OF ELEVEN THOUSAND AND EIGHT DOLLARS ($11,008) TO BE PAID TO BAL HARBOUR VILLAGE BY FDOT; AUTHORIZING EXECUTION OF SUCCESSIVE RENEWALS IF OFFERED BY FDOT; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

C7C Resolution Approving the Purchase of a Generator for the Bal Harbour Waterfront Park

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO PURCHASE AND INSTALL A 100KW NEWAGE/STAMFORD GENERATOR WITH JOHN DEERE ENGINE AND ASSOCIATED EQUIPMENT FOR EMERGENCY POWER FOR THE BAL HARBOUR WATERFRONT PARK FROM MTS POWER PRODUCTS, INC. IN THE AMOUNT OF $82,160; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7D Resolution Approving Professional Service Agreement with Tourism Representative - United States & Canada

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH SUZANNE CORBO FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S SALES AND MARKETING REPRESENTATIVE FOR THE UNITED STATES AND CANADA IN THE AMOUNT NOT TO EXCEED $57,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7E Resolution Approving Professional Service Agreement with Tourism Representative - Brazil PR

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH FLAVIA PACHECO GIULIANO FOR AN INITIAL ONEYEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S PUBLIC RELATIONS REPRESENTATIVE FOR BRAZIL IN THE AMOUNT NOT TO EXCEED $40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7F Resolution Approving Professional Service Agreement with Tourism Representative - Brazil Sales

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH MARCIA CHIOTA FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S SALES AND MARKETING REPRESENTATIVE FOR BRAZIL IN THE AMOUNT NOT TO EXCEED $36,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7G Resolution Approving Professional Service Agreement with Tourism Representative - Argentina, Chile, & Uruguay

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH CARMEN FLORIO FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, AS THE VILLAGE'S SALES, MARKETING AND PUBLIC RELATIONS REPRESENTATIVE FOR ARGENTINA, CHILE AND URUGUAY IN THE AMOUNT NOT TO EXCEED $40,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7H Resolution Approving Professional Service Agreement for Public Relations Services - Purple PR

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT WITH PURPLE PUBLIC RELATIONS FOR COMMUNICATIONS, BRANDING, AND PUBLIC RELATIONS SERVICES FOR AN INITIAL ONE-YEAR TERM, WITH THE OPTION TO RENEW THE AGREEMENT FOR UP TO TWO ADDITIONAL ONE-YEAR TERMS, IN AN AMOUNT NOT TO EXCEED $60,000 ANNUALLY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Councilman Sklar expressed concern about renewing the tourism representation agreements without measurable performance data. He said that the Council had previously requested metrics to evaluate the effectiveness of these expenditures and suggested exploring other marketing approaches that could be measured more directly.

Assistant Village Manager Ramiro Inguanzo explained that efforts to obtain international visitor information through cellphone data had not produced the information needed to evaluate the representatives. Mr. Inguanzo described the representatives' role in maintaining relationships with travel agents, publications, and tourism partners in key markets and noted positive feedback from the hotels. He reported that resort tax collections through July remained slightly ahead of the prior year despite the Ritz-Carlton's closure. Mr. Inguanzo also discussed challenges associated with the closure of Hillstone and ongoing construction at Bal Harbour Shops.

Mayor Salver described his visit to Mexico City, where he observed the representatives' meetings with publications and travel agents. He expressed support for their work. Councilman Sklar reiterated his support for marketing the Village as a luxury destination while questioning whether these contracts represented the best use of available funds.

Mayor Salver opened the discussion to the public. During public comment, Ree Kelly, 2000 Towerside Terrace, discussed the impact of parking costs, construction, traffic, and restaurant prices at Bal Harbour Shops on the visitor experience and commended the Village's marketing efforts.

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

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

R5 – ORDINANCES – There were no ordinances considered.

SECOND BUDGET HEARING

Items R7A through R7D were considered following PA3 at 6:46 P.M. and before the Consent Agenda.

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.

This item was considered at 7:18 P.M. following Agenda Item PA3.

Mr. Gonzalez introduced the item saying that this was the second public hearing following the first budget hearing held the previous week, and that he would be incorporating into the record his presentation to the Council from that meeting. He read the State-required notice. He explained that the millage included an increased legal defense fund to provide resources for pending litigation related to applications received by the Village. He announced a final millage rate of 2.5132 mills, consistent with the tentative millage rate stated at the September 8th meeting.

Mayor Salver opened public comment. There were no comments from the public, and public comment was closed.

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

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

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.

Mr. Gonzalez requested that his presentation from the first budget hearing be incorporated into the record. He explained that the proposed budget was the budget presented the previous week and was ready for adoption.

Mayor Salver opened public comment. There were no comments from the public, and public comment was closed.

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

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

R7C Resolution Approving Village Employee Health, Dental, Vision, & Life Insurance Renewals
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; RATIFYING A ONE-YEAR RENEWAL OF THE VILLAGE'S MEDICAL, DENTAL, VISION, LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, AND LONG-TERM DISABILITY INSURANCE POLICIES; PROVIDING FOR A RENEWAL OPTION FOR UP TO TWO YEARS; AUTHORIZING THE VILLAGE

MANAGER TO EXECUTE THE NECESSARY AGREEMENTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Ratifying a one-year renewal of the Village's medical, dental, vision, life, accidental death and dismemberment, and long-term disability insurance policies; providing a renewal option for up to two years; and authorizing execution of the necessary agreements.

Mr. Gonzalez explained that the Village had switched from Florida Blue to UnitedHealthcare three years earlier and that the proposed renewal followed the initial three-year cycle. He reported a three percent increase over the prior year and said that the cost remained below what the Village would have paid had it continued with Florida Blue.

Mayor Salver opened the discussion to the public. Ree Kelly, 2000 Towerside Terrace, expressed her concern about reports that UnitedHealthcare coverage would no longer be accepted by the University of Miami and asked the Village to confirm continued access to services.

Insurance representative Ruth Tickle, participating remotely, stated that UnitedHealthcare and the University of Miami had reached an agreement and that the employer commercial coverage discussed remained in network without a lapse in coverage. Councilman Freimark distinguished the Village's coverage from potential changes affecting Medicare Advantage plans. Ms. Tickle offered to provide the agreement letter and noted that her division did not handle Medicare coverage.

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

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

R7D Resolution Authorizing Vehicle Purchases for Public Works and Building
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE PURCHASE OF A TRACTOR FOR THE PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF FORTY-SEVEN THOUSAND SEVEN HUNDRED AND EIGHTY-SIX DOLLARS ($47,786); APPROVING THE PURCHASE OF THREE VEHICLES FOR PUBLIC WORKS AND BEAUTIFICATION DEPARTMENT IN THE AMOUNT OF TWO HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND THIRTY-SIX DOLLARS ($237,536); APPROVING THE PURCHASE OF A VEHICLE FOR THE BUILDING DEPARTMENT IN THE AMOUNT OF FIFTY-EIGHT THOUSAND FIVE HUNDRED AND FORTY-SIX DOLLARS ($58,546); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez explained that the equipment would support seaweed removal and maintenance of the beach path. He noted that the vehicle purchases involved different

departmental funding sources, including utility and resort tax funds, and were not all General Fund expenses.

There were no comments from the public.

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

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

REGULAR COUNCIL MEETING AGENDA

R7 - REGULAR COUNCIL MEETING RESOLUTIONS

R7E Resolution Honoring the Legacy of Rabbi Sholom DovBer Lipskar at Founders Circle
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; HONORING THE LIFE, LEGACY, AND SERVICE OF RABBI SHOLOM DOVBER LIPSKAR; AUTHORIZING THE ADDITION OF RABBI SHOLOM DOVBER LIPSKAR'S NAME TO THE PLAQUE AT FOUNDERS CIRCLE HONORING INDIVIDUALS WHO HAVE MADE SIGNIFICANT CONTRIBUTIONS TO BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Honoring the life, legacy, and service of Rabbi Sholom DovBer Lipskar and authorizing the addition of his name to the plaque at Founders Circle recognizing individuals who have made significant contributions to the Village.

Mr. Gonzalez presented photographs of improvements to Founders Circle and discussed its continued use for art, holiday displays, and community events. Mr. Gonzalez described Rabbi Lipskar's longstanding contributions to the community and identified November 5 as the anticipated date for recognition in connection with the Village's anniversary celebration.

Mayor Salver emphasized Rabbi Lipskar's impact on both Jewish and non-Jewish residents and expressed support for the recognition.

Mayor Salver invited public comment before the vote. There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Mayor Seth Salver and seconded by Vice Mayor David Wolf.

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

R7F Resolution Approving Agreement for Miami Art Week Temporary Art Exhibit - Sheila Elias

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AN AGREEMENT WITH SHEILA ELIAS FOR THE TEMPORARY INSTALLATION AND EXHIBITION OF ARTWORK AT THE BAL HARBOUR WATERFRONT PARK IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Approving an agreement with Sheila Elias for the temporary installation and exhibition of artwork at the Bal Harbour Waterfront Park.

Recreation, Arts & Culture Director Sylvia Flores presented Items R7F and R7G together, describing the Village's Miami Art Week installations, which began in 2023 and subsequently expanded to the Waterfront Park. She explained that the proposed exhibits would also complement the Village's 80th anniversary celebration.

Ms. Flores described Ms. Elias's work in painting, photography, sculpture, and digital media. The proposed exhibit included four works from her iPad series, to be displayed in the Waterfront Park lobby. She stated that the artist would not charge an exhibition fee and anticipated an opening around the start of Miami Art Week, with the works displayed for approximately two months.

There were no comments from the public.

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

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

R7G Resolution Approving Agreement for Miami Art Week Temporary Art Exhibit - JJ Hammond

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, FLORIDA, APPROVING AN AGREEMENT WITH JJ HAMMOND FOR THE CREATION AND INSTALLATION OF THE PROPOSED TEMPORARY ART EXHIBIT AT THE 102 STREET BEACH ACCESS PATH IN BAL HARBOUR VILLAGE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

During the combined presentation with Item R7F, Ms. Flores described Ms. Hammond as a contemporary mixed-media artist whose work explores childhood, nostalgia, memory, and the digital world. The proposed commissioned installation included arches made with repurposed toys, sculptures, decorative stars along the pathway posts, and a mural.

Ms. Flores explained that the artist's latest proposal listed a cost of $7,500 and that she would clarify the amount and continue negotiating toward the previously discussed $6,500 price.

There were no comments from the public.

MOTION: A Motion to approve the Resolution was moved by Councilman Buzzy Sklar and seconded by Councilman Alejandro Levy.

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

R7H Resolution Approving Amendment to Village Manager Employment Agreement
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE FLORIDA, APPROVING THE SECOND AMENDMENT TO EMPLOYMENT AGREEMENT BETWEEN BAL HARBOUR VILLAGE, FLORIDA AND JORGE M. GONZALEZ IN ACCORDANCE WITH THE AMENDMENT ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item as consistent with the proposal discussed at the Council's retreat and prior direction to negotiate terms encouraging the Manager's continued service. Vice Mayor Wolf described the negotiations and the importance of continuity in light of major Village projects and matters involving Bal Harbour Shops.

Mayor Salver opened the discussion to the public. Neca Logan, 64 Camden Drive, requested disclosure of the financial terms. Ree Kelly, 2000 Towerside Terrace, expressed support for Mr. Gonzalez and commended his handling of difficult issues facing the Village.

Vice Mayor Wolf summarized the principal terms, including an increase in salary from $325,000 to $415,000, a bonus arrangement generally consistent with prior years, and a change in the pension rate from the accelerated eight percent rate to the standard four percent rate. He also referenced a consulting agreement based on tenure and invited review of the agreement for its full terms.

Mayor Salver thanked Vice Mayor Wolf for his work on the negotiations and expressed support for the Manager's continued service.

MOTION: A Motion to approve the Resolution was moved by Vice Mayor David Wolf and seconded by Mayor Seth Salver.

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

R9 - NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Item – Request to redesign the Village's logo under – Councilman Buzzy Sklar.

Councilman Sklar displayed the Village's existing emblem and proposed developing an image that better represents Bal Harbour. He offered to assist with the effort in coordination with the Village's graphics team.

Council members discussed the distinction between the Village's civic identity and its tourism branding. Mayor Salver supported reviewing the image to better reflect the community in official communications. Mr. Gonzalez suggested retaining the existing brand while exploring an additional civic image through a professional design process.

There was a general consensus from the Council to explore the proposal. Mayor Salver stated that there was consensus to explore the redesign of Village logo with staff.

R9B PUBLIC COMMENT

Neca Logan of 64 Camden Drive expressed concern about ongoing construction noise at Bal Harbour Shops, particularly early-morning and after-hours work affecting residents along Park Drive and Camden Drive. She said that the noise and construction activity were disrupting residents' quality of life and urged the Village to enforce permitted construction hours.

Dave Sanchez of 1080 94th Street, Bay Harbor Islands, expressed support for redesigning the Village's logo and suggested incorporating recognizable local landmarks. He also discussed proposed Broad Causeway toll increases and changes to the annual pass program, including discounted rates for Bay Harbor Islands residents. He asked whether Village officials had discussed extending discounted pass eligibility to Bal Harbour residents and employees.

Penny Sepler of 10275 Collins Avenue discussed her recent renewal of an annual causeway pass, stating that the cost was approximately $350 before the credit card fee. She said that she considered the annual pass worthwhile.

Ree Kelly of 2000 Towerside Terrace, Miami Shores, thanked the Council, Village Attorney, and staff for representing residents' interests concerning the Bal Harbour Shops expansion. She expressed concern about construction impacts, traffic congestion, and emergency access, citing a recent bridge malfunction that prevented motorists from traveling through the area. She commended the Council for addressing the Shops' activities and protecting the community's quality of life.

R10 - VILLAGE MANAGER'S REPORT

Beach Path Exercise Equipment Survey and Improvements

Mr. Gonzalez presented the results of a community survey regarding exercise equipment along the beach path. He explained that the survey followed a proposal from Vice Mayor Wolf and subsequent discussions with residents. The responses indicated limited support for the equipment, with many respondents preferring to keep the path open and considering the existing park facilities sufficient. Respondents expressed greater interest in lighting and other improvements.

Vice Mayor Wolf supported lighting improvements for safety and security and requested the Council's feedback. Mayor Salver suggested developing a practical improvement plan for the heavily used path.

Mr. Gonzalez explained that lighting would be a significant expense and that staff needed to balance the work with other major projects, including the Jetty, Village Hall, and recreation center. Council discussion favored addressing residents' immediate priorities while considering broader planning at a later time. Mr. Gonzalez indicated that staff will explore lighting, benches, and opportunities for shade. No formal action was taken.

License Plate Reader System

Mr. Gonzalez introduced a report on the Village's license plate reader system in light of public discussion concerning privacy and cameras within State rights-of-way.

Chief Flowers reported that the Village had one fixed camera on a Village-owned pole along southbound Frontage Road and one mobile device. He explained that staff was determining whether the fixed camera was located within FDOT right-of-way and whether relocation or removal would be required.

Chief Flowers described how the system records license plates, vehicle information, direction, and time, and alerts officers when a plate appears on a law enforcement list. He explained that officers use individual access credentials, searches create an audit trail, and access is reviewed for misuse. He reported no misuse issues with the system.

Chief Flowers clarified that the Village uses a Motorola product rather than Flock cameras and that the license plate reader system described does not perform facial recognition. Mr. Gonzalez discussed the value of information from neighboring jurisdictions and other camera systems in locating vehicles and investigating incidents. No formal action was taken.

R11 - VILLAGE CLERK'S REPORT

Mr. Garcia stated that he had no report.

R12 - VILLAGE ATTORNEY'S REPORT

R12A Village Attorney Report

Ms. Trevarthen noted that her monthly report was included in the agenda backup. She requested that executive sessions be scheduled at times to be determined to discuss settlement negotiations and strategy related to litigation expenditures in the Bal Harbour Shops matters. She noted that the Village Clerk has the case numbers, but identified the Live Local, noise, supermajority voting requirement, and taking-claim lawsuits

END OF REGULAR AGENDA- The meeting was adjourned at 8:14 P.M.

_____
Seth E. Salver, Mayor

Attest:

_____
Juan D. Garcia, Village Clerk

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION 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 TO FATHERS M.I.A., INC.

Issue:

Should the Village Council approve the donation to Rotary Club of Bal Harbour 5K Run/Walk, the donation to "Do The Right Thing of Miami, Inc.," and the donation to Fathers M.I.A., Inc. from the Village of Bal Harbour's Forfeited Assets Fund?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The Bal Harbour Police Department is a co-sponsor for the annual 5K Run/Walk Race to benefit the Chief Mark N. Overton and Chief Miguel De La Rosa Memorial Legacy Scholarship Fund. This item seeks to provide a $5,000 donation to this cause. The "Do the Right Thing" (DTRT) program has been sustained for over 25 years through sponsorships by local law enforcement agencies using Law Enforcement Trust Fund (L.E.T.F.) monies. DTRT services all school-age children throughout Miami-Dade County by rewarding their positive behavior, actions and good deeds. This item seeks to provide a $2,500 donation. In addition, the department is seeking to donate $2,500 to Fathers M.I.A., Inc. Fathers M.I.A. is a non-profit organization that helps fathers connect with their children and families. The organization was founded in 2016 by Gerald Hawkins Sr. and Robert L. Jackson III. Fathers M.I.A. provides resources and support for fathers who want to be more active and involved in their children's lives. All of these donations are being funded from the Law Enforcement Trust Funds.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$10,000	LETF (State) – Management Expense	12-21-504901

Sign off:

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

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 28, 2026

SUBJECT: **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 AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Rotary Club of Bal Harbour Annual 5K Run/Walk Race

The Rotary Club of Bal Harbour, chartered in May 1953, enlists business and professional leaders dedicated to carrying out the Rotary International vision of "Service Above Self". Community service activities focus on areas of education at the Ruth K. Broad Bay Harbor K-8 Center, supporting the Police Athletic League (PAL) program, the annual award to the Police Officer of the Year for the Village of Bal Harbour and the Town of Bay Harbor Islands, Town of Surfside and Indian Creek Village Police Department, as well as co-sponsoring the annual 5K Run/Walk Race to benefit the Chief Mark N. Overton and Chief Miguel De La Rosa Memorial Legacy Scholarship Fund.

The Bal Harbour Police Department would like to support this organization in their community initiatives, which impact not only Bal Harbour Village, but the community as a whole. As such, a donation of $5,000.00 using Law Enforcement Trust Fund (L.E.T.F.) monies is recommended.

Do The Right Thing

The "Do the Right Thing" (DTRT) program has been sustained for over 25 years through sponsorships by local law enforcement agencies using Law Enforcement Trust Fund (L.E.T.F.) monies. DTRT services all school-age children throughout Miami-Dade County by rewarding their positive behavior, actions and good deeds. The DTRT Awards Program distinguishes exceptional school-age children who choose to be drug and crime free, exhibit non-violent behavior, do well in school, make a difference in their communities,

and demonstrate turnaround behavior. Each month of the school year, parents, police officers, teachers, and other adults nominate up to 1,000 children for doing the right thing. A selection committee reviews the nominations and selects ten finalists for the month who are honored at a ceremony at the City of Miami Police headquarters in downtown Miami. As such, a donation of $2,500.00 using Law Enforcement Trust Fund (L.E.T.F.) monies is recommended.

Fathers M.I.A., Inc.

Fathers M.I.A. is a non-profit organization that helps fathers connect with their children and families. The organization was founded in 2016 by Gerald Hawkins Sr. and Robert L. Jackson III. Fathers M.I.A. provides resources and support for fathers who want to be more active and involved in their children's lives.

Fathers M.I.A.'s purpose is to become the bridge that will facilitate the reconciliation between fathers, children, and families. The Founders believe the Father is the foundation of the home, and if the foundation is broken, then the building is condemned. Too many of our children and families are functioning in a condemned state. Thus, the Purpose and Passion for Fathers M.I.A. is to move Fathers from Missing in Action to Motivated Involved & Active.

The foundation's goals are to give fathers and their children a fighting chance, and opportunities that positively change their lives, their thinking, their values, and their understanding through this foundation. Providing a program to assist in the development of Fatherhood, and provide a mentoring program for the fatherless. Gerald Hawkins is the founder of Fathers M.I.A., a non-profit organization dedicated to the bridging of fathers, children, and families.

Over the last few years, various members of the Bal Harbour Police Department have volunteered for this organization, and have attended events in representation of the department. As such, a donation of $2,500.00 using Law Enforcement Trust Fund (L.E.T.F.) monies is recommended.

THE BAL HARBOUR EXPERIENCE

The Bal Harbour Police Department is responsible for ensuring the safety and welfare of the community at large, as well as its officers. Based on the department's community policing philosophy, the support of the Rotary Club of Bal Harbour 5K Run/Walk, "Do The Right Thing of Miami, Inc." and Fathers M.I.A, Inc. will serve to reinforce ties with the community at large.

CONCLUSION

The Council is asked to consider the Bal Harbour Police Department's request to support the Rotary Club of Bal Harbour, "Do The Right Thing of Miami, Inc." and Fathers M.I.A, Inc. Approval of this item is recommended.

Attachments:

1. L.E.T.F. Affidavit

RESOLUTION NO. 2026- ___

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.

WHEREAS, the Rotary Club of Bal Harbour ("Rotary Club"), chartered in 1953 enlists business and professional leaders to carry out its vision of "Service Above Self" by supporting community service activities in education at the Ruth K. Broad K-8 Center, programs organized by the Police Athletic League, the annual award to the Police Officer of the Year from the Village and neighboring municipalities and co-sponsoring of the annual 5K Run/Walk Race to benefit the Chief Mark N. Overton and Chief Miguel De La Rosa Memorial Legacy Scholarship Fund; and

WHEREAS, the Village Council desires to support the mission of the Rotary Club to continue these community initiatives by making a donation in the amount of $5,000.00 out of the Village's State Law Enforcement Trust Funds; and

WHEREAS, Do the Right Thing of Miami, Inc. ("DTRT") is a 501(c)(3) non-profit organization that distinguishes exceptional school-age children who choose to be drug and crime free, exhibit non-violent behavior, do well in school, make a difference in their communities and demonstrate turnaround behavior by rewarding excellent behavior, actions, and good deeds; and

WHEREAS, the Village Council desires to support the mission of DTRT by making a donation in the amount of $2,500.00 out of the Village's State Law Enforcement Trust Funds; and

WHEREAS, Fathers M.I.A. is a non-profit organization that helps fathers connect with their children and families. The organization was founded in 2016 by Gerald Hawkins Sr. and Robert L. Jackson III. Fathers M.I.A. provides resources and support for fathers who want to be more active and involved in their children's lives; and

WHEREAS, the purpose of Fathers M.I.A. is to become the bridge that will facilitate the reconciliation between fathers, children, and families. The founders believe the father is the foundation of the home, and if the foundation is broken, then the building is condemned. Too many of our children and families are functioning in a condemned state. Thus, the Purpose and Passion for Fathers M.I.A. is to move Fathers from Missing in Action to Motivated Involved and Active; and

WHEREAS, the Village Council desires to support the mission of Fathers M.I.A. by making a donation in the amount of $2,500.00 out of the Village's State Law Enforcement Trust Funds; and

WHEREAS, in accordance with Section 932.7055, Fla. Stat., the Village Chief of Police has certified that the Donation is an appropriate expenditure of Law Enforcement Trust Funds.

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. Donations Authorized. That the donation of $5,000.00 of Law Enforcement Trust Funds to the Rotary Club of Bal Harbour, the donation of $2,500.00 of Law Enforcement Trust Funds to Do the Right Thing of Miami, Inc. and the donation of $2,500.00 to Fathers M.I.A., Inc. are hereby authorized and approved.

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

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

PASSED AND ADOPTED this 28th day of October, 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.

AFFIDAVIT

STATE OF FLORIDA :
: **SS**
COUNTY OF MIAMI-DADE :

Before me this day personally appeared Raleigh Flowers, Jr. who deposes and says that:

I, Raleigh Flowers, Jr., Police Chief of Village of Bal Harbour, do hereby certify the following donations and/or expenditure from the Village of Bal Harbour's Forfeited Assets Fund comply with the provisions of Florida State Statute 932.7055, known as the Law Enforcement Trust Fund (LETF), as amended. These include:

- $5,000 donation to the Rotary Club of Bal Harbour 5K Run/Walk
- $2,500 donation to "Do The Right Thing, Inc"
- $2,500 donation to Fathers M.I.A., Inc.

Raleigh Flowers, Jr.
Police Chief
Bal Harbour Police Department

The foregoing instrument was acknowledged before me this 19 day of October 2026, by Raleigh Flowers Jr., Police Chief of the Police Department of Bal Harbour, Florida, a Florida municipal corporation, who (check one) [ ] is personally known to me or [ ] has produced Florida Driver's license as identification.

[SEAL] _____
Notary Public, State of Florida

Print name: Manon Hernandez

Commission Expires: 07-20-30

Commission No: HH 825970

MANON HERNANDEZ
Notary Public - State of Florida
Commission # HH 825970
My Comm. Expires Jul 20, 2030
Bonded through National Notary Assn.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION RATIFYING AN AGREEMENT WITH BEACHSIDE EVENTS FOR EVENT PRODUCTION SERVICES FOR THE VILLAGE'S 80TH ANNIVERSARY CELEBRATION IN AN AMOUNT NOT TO EXCEED $49,890.

Issue:

Should the Village Council ratify an agreement with Beachside Events for event production and coordination services for the Village's 80th Anniversary Celebration?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Bal Harbour Village will commemorate its 80th Anniversary with a signature celebration on November 1, 2026, at Bal Harbour Waterfront Park, featuring an elegant reception, live entertainment, and a tribute to the Village's history and legacy.

The Village previously maintained an annual agreement with Beachside Events for recurring community events, which expired in April 2026. Beachside remains an established vendor, included on the Council-approved Manager's Authority list for FY 2026-2027, and has successfully supported additional special events with Council approval, including most recently, the 2026 Independence Day Celebration.

Given the significance of this milestone event, Beachside Events' proven performance, and the need to secure production arrangements in a timely manner, the Village Manager proceeded with an agreement for comprehensive event production services totaling $49,890. The agreement is now presented to the Village Council for formal ratification.

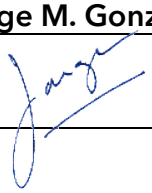
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$49,890	Resort Tax – Special Events	10-72-504853

Sign off:

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



BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 28, 2026

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE; 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.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

On August 14, 1946, Bal Harbour Village was officially incorporated, establishing a community that has become recognized for its distinctive character, timeless elegance, and exceptional quality of life. In commemoration of the Village's 80th Anniversary, a special celebration will be held on Sunday, November 1, 2026, at Bal Harbour Waterfront Park. This milestone occasion will bring residents together to honor the Village's rich history and enduring legacy through an elegant and memorable experience that reflects the high standards of the *Bal Harbour Experience*.

The Village previously maintained an annual agreement with Beachside Events for event production and coordination services associated with several recurring community events, including Sounds by the Sea, Movie Nights, and Spring Festival. Although the annual agreement expired in April 2026, Beachside Events has continued to be an established Village vendor and was included on the list of vendors authorized by the Village Council in September 2026 for use during Fiscal Year 2026-2027, subject to the Village Manager's purchasing authority. Over the years, Beachside Events has consistently demonstrated professionalism, responsiveness, and the ability to deliver high-quality events that align with the Village's expectations. The Village has also engaged Beachside Events for special events requiring expanded production services, most recently through an agreement approved by the Village Council in May 2026 for the Independence Day Celebration.

Given this established relationship and the company's familiarity with Village operations, expectations, and event standards, staff identified Beachside Events as a qualified and reliable provider for the production services required for the 80th Anniversary Celebration.

ANALYSIS

In preparation for the Village's 80th Anniversary Celebration, staff requested a proposal from Beachside Events for comprehensive event production and coordination services for the November 1, 2026 event at Bal Harbour Waterfront Park. The event will feature a cocktail reception, incorporating live entertainment, professional lighting and audiovisual production, and an elevated guest experience.

Beachside Events submitted a proposal for comprehensive event production services totaling $49,890. The proposed scope includes the following components:

- Professional staging, lighting, sound, and audiovisual production;
- Live musical entertainment, including a solo musician and jazz ensemble;
- Lounge furniture, cocktail tables, and related event rentals;
- Professional DJ and master of ceremonies services;
- Production staffing, technical support, and vendor coordination; and
- Event production management, setup, logistical coordination, and breakdown services.

Given the significance of the Village's 80th Anniversary Celebration and the specialized production requirements, timely coordination was essential to securing the necessary services and ensuring an event reflective of the Village's high standards. Beachside Events' proven performance, established vendor relationships, and familiarity with Village expectations provided confidence in its ability to deliver the desired experience. Accordingly, to avoid delays in securing entertainment, equipment, staffing, and other critical services, the agreement was executed to allow preparations to proceed within the limited timeframe preceding the event. The agreement is being presented to Village Council for formal ratification. Funding for these services is budgeted through the Resort Tax Fund.

THE BAL HARBOUR EXPERIENCE

The Village's 80th Anniversary Celebration reflects its commitment to creating distinctive and memorable experiences that celebrate the community's heritage and reinforce its unique character. Through professional event production, elegant presentation, and thoughtfully curated entertainment, this milestone occasion will provide residents with an opportunity to celebrate Bal Harbour's history while looking toward its future.

CONCLUSION

The Village's 80th Anniversary Celebration is a significant occasion requiring careful coordination and a high standard of event production. Engaging Beachside Events, an established and proven Village event production partner, allowed the Village to secure the necessary services and advance preparations in a timely manner. I, therefore, recommend that the Village Council ratify the agreement with Beachside Events.

Attachments:

1. Agreement with Beachside Events
2. Proposal from Beachside Events - Village's 80th Anniversary Celebration.

RESOLUTION NO. 2026-____

A 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.

WHEREAS, Bal Harbour Village (the "Village") was officially incorporated on August 14, 1946, and will commemorate its 80th Anniversary with a special celebration on November 1, 2026, at Bal Harbour Waterfront Park; and

WHEREAS, Beachside Events has consistently demonstrated professionalism, responsiveness, and the ability to deliver high-quality events that meet the Village's expectations, and has previously been engaged for special events, most recently the 2026 Independence Day Celebration; and

WHEREAS, given the significance of this milestone celebration, Beachside Events' proven performance, and the need to secure specialized production services in a timely manner, the Village Manager proceeded with the Agreement to ensure preparations could advance without delay, and now seeks the Village Council's ratification of the Agreement; and

WHEREAS, the Village Council desires to ratify the Agreement with Beachside Events for event production services for the Village's 80th Anniversary Celebration and finds that such ratification is in the best interest and welfare of the Village.

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

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

Section 2. Ratification of Agreement. That the Agreement between Bal Harbour Village and Beachside Events for event production services for the Village's 80th Anniversary Celebration, in substantially the form attached hereto, in the amount not to

exceed Forty-Nine Thousand Eight Hundred Ninety Dollars ($49,890), is hereby ratified and approved.

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

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

PASSED AND ADOPTED this 28th day of October, 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.

Professional Services Agreement with Beachside Events

This Professional Services Agreement (the "Agreement") is made and entered into as of the 21 day of October, 2026 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Beachside Events, an independent contractor ("Contractor"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks professional event production and coordination services for the Village's 80th Anniversary Celebration to be held on Sunday, November 1; 2026; and

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

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

I. **SCOPE OF SERVICES**. Contractor shall provide event production and coordination services for the Village's 80th Anniversary Celebration ("Event") to be held on Sunday, November 1, 2026, as more specifically described in Exhibit "A," attached hereto and incorporated herein. Services shall include, but are not limited to, live musical entertainment, staging and audio/visual production, staffing, rentals, logistical support, giveaways, and related event services outlined in the approved proposal.

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

III. **PAYMENT.** In consideration of Contractor's completion of the Services rendered hereunder, the Village shall pay to Contractor an amount not to exceed Forty-Nine Thousand Eight Hundred Ninety Dollars and Zero Cents ($49,890.00). Additional services shall not be provided without the Village's prior written approval.

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

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

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

VI. **FORCE MAJEURE.** Non-performance of Contractor or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform. In the event of such cancellation under this Section, the Contractor agrees to reschedule the Event, in cooperation with the Village within a reasonable amount of time of the canceled Event. In the event the Contractor is unable to reschedule the canceled Event within the term of this agreement, then Contractor shall be required to return any funds paid by the Village, including but not limited to, the initial deposit.

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

VIII. **TERMINATION FOR CAUSE.** If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

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

IX. TERMINATION FOR CONVENIENCE. The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Contractor of such termination; which shall become effective thirty (30) days following receipt by Contractor of such notice. If the Village terminates the Agreement for convenience, Contractor shall only be paid for any Services satisfactorily performed up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Contractor in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised this clause, Contractor shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

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

Contractor shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

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

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

automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. Contractor's liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Contractor shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

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

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

The parties agree that one percent (1%) of the total compensation to Contractor for performance of the Services under this Agreement is the specific consideration from the Village to the Contractor for the Contractor's indemnity agreement. The provisions of this Section and this indemnification shall survive termination or expiration of this Agreement as to claims arising during the term of this Agreement.

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

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

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

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

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

XV. SEVERABILITY. The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to

be inequitable under the circumstances.

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

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

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

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

XVIII. NOTICES. All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed

delivered for all purposes hereunder upon deposit of same into the United States mail:

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

Copies To: 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 33312

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

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

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

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

shall survive the termination of this Agreement.

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

XXIII. NO CONTINGENT FEES. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

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

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

XXVI. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW
Pursuant to Section 119.0701 of the Florida Statutes, Contractor agrees to:

A. Keep and maintain public records in Contractor's possession or

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

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

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

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

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

F. Contractor's failure or refusal to comply with the provisions of this

section shall result in the immediate termination of this Agreement by the Village.

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

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

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

XXVIII. HUMAN TRAFFICKING. By entering into this Agreement, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to this Agreement and must be executed by the Contractor when entering into an agreement with the Village.

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

[SIGNATURE PAGE TO FOLLOW]

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

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

By: Alan Andai
Alan Andai (Oct 20, 2026 15:48:58 EDT)

VILLAGE:
Bal Harbour Village
655 Ninety-Sixth 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: _____

Attachment - Agreement Beachside November1

Final Audit Report 2026-10-20

Created:	2026-10-20
By:	Sylvia Flores (sflores@balharbourfl.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAw6s0pjaVNLEBMoWlNLzrpmtFUUJnl3CM

"Attachment - Agreement Beachside November1" History

Document created by Sylvia Flores (sflores@balharbourfl.gov)
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Agreement completed.
2026-10-20 - 7:48:38 PM GMT

BEACHSIDE EVENTS
8877 COLLINS AVE. # 605
SURFSIDE, FL 33154
PHONE 3059890117

BEACHSIDE EVENTS
PROPOSAL # 11012026

Bill To:
Bal Harbour Village
80th Anniversary

Services:	Staff Coordination + Production Proposal
Location	Bal Harbour Waterfront Park
Event	80th Anniversary
Time	6:00 p.m. – 9:00 p.m
.	
Date	11/01/26

Cocktail Event 3rd Floor 600-900 p.m. High Boy Rentals
Main Reception Ballroom 600-900 p.m. Full Production

Event Production, Lighting. Equipment Package & Audio Package

Lighting
Perimeter LED Wireless Lighting for Three Event Locations
Intelligent Truss Lighting
Stage Wash LED PAR Lighting
Ceiling Gobo / Leko Lighting
Professional Elevated Stage with Skirting & Stairs
Pipe & Base with Draping Galley Way Concept
Audio
FOH Sound System
Monitor Mixer & Stage Monitoring
Professional Audio Cabling
Backline Gear
Sound Production Services
Equipment Delivery & Setup

Guest Lounge Furniture & Rental Package
Provides the guest lounge and cocktail furniture throughout the event spaces, creating a cohesive and comfortable environment for guests. Includes a combination of sofas, armchair accents, side chairs, coffee tables, ottomans, bar stools with backs and cushions, and highboy cocktail tables with linens for both the 3rd Floor and Main Ballroom areas. Delivery and placement are included.

Production Labor + Day of Event Services
Provides the professional production personnel required to coordinate and execute the event from pre production through completion. Services include event-day production coordination, general production supervision, show execution, setup and strike assistance.

Cocktail Talent Live Music Package + Main Entertainment Jazz Band with Vocal Feature "Sinatra Themed All American Song Book" Provides the audio and live entertainment experience for the cocktail reception and main event, including a dedicated cocktail reception PA system, solo live musician performance, and live jazz band concert. Package also includes the required band backline and supporting audio equipment.

DJ / MC Services Provides professional DJ and MC services throughout the event, including music programming, event announcements, and coordination of key moments to support the overall guest experience.

All Inclusive Production & Entertainment Investment 49890*

_____ _____
Signature Date

***Event Production, Equipment & Lighting**
Itemized pricing is provided for overall event budgeting purposes only and should be considered estimated ranges rather than fixed costs. Pricing represents estimated allocations and may be adjusted among individual line items based on final supplier selection, availability, package pricing, and the overall requirements of the event.
Pricing will not exceed the agreed-upon All-Inclusive Design unless additional services, enhancements, or client-requested items are added

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION 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.

Issue:

Shall Bal Harbour Village approve funding of up to $21,642.33 toward the cost of a second School Resource Officer at Ruth K. Broad K-8 Center for the 2026-2027 school year?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Florida Statutes, Section 1006.12, requires a "safe-school officer" at each public school in Florida. Miami-Dade County Public Schools provides one police officer at Ruth K. Broad K-8 Center. Since 2018, Bal Harbour Village, along with the Towns of Bay Harbor Islands and Surfside have collectively shared in the cost of funding a second School Resource Police Officer (SRO) from the Town of Bay Harbor Islands at this school. In October 2024, the Village Council approved funding for a second police officer for the 2024-2025 school year at a total cost of $64,927, with each of three municipalities funding a third of that total cost at $21,642.33 each. For the 2025-2026 school year, the Village Council approved an MOU authorizing a Village contribution of up to $30,721.60, based on an estimated total cost of $92,164.80; however, the Village was ultimately billed and paid $21,642.33 for that school year. The Town of Bay Harbor Islands has confirmed in writing that the Village's contribution for the 2026-2027 school year will be $21,642.33, the same amount the Village paid for 2025-2026, and this resolution approves funding up to that amount. Having two School Resource Police Officers present during school hours has proven to be beneficial to the school as well as the surrounding community and funding is recommended.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$21,642.33	Management Expense – General Government	01-12-504901

Sign off:

Assistant Village Manager	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: October 28, 2026

SUBJECT: **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.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

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

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

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

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

On October 9, 2025, Bay Harbor Islands submitted an updated MOU for the 2025-2026 school year with a proposed total amount of $92,164.80 to fund the second police officer at Ruth K. Broad, with each municipality covering one-third of the cost at $30,721.60 each. The reason provided for the increase was that the Town of Bay Harbor Islands had underestimated the total cost to fund this second SRO over the prior three years. The Village Council subsequently approved the MOU and authorized a Village contribution of up to $30,721.60 for the 2025-2026 school year. The Village was ultimately billed and paid $21,642.33 for that school year.

The Town of Bay Harbor Islands has confirmed in writing that Bal Harbour Village's contribution for the 2026-2027 school year will be $21,642.33, the same amount the Village was billed and paid for 2025-2026. The proposed Resolution approves funding of the Village's contribution in an amount not to exceed $21,642.33 and authorizes the Village Manager to take the actions necessary to implement it.

ANALYSIS

Having two School Resource Police Officers present at Ruth K. Broad K-8 Center during school hours Monday through Friday has proven to be beneficial to the school as well as the surrounding community and funding for the 2026-2027 school year is recommended.

THE BAL HARBOUR EXPERIENCE

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

CONCLUSION

The Approval of this Resolution is recommended as the health, safety and welfare of the children in our community is a priority, and the Village has been able to proactively augment services at our local public school in a number of ways over the past several years in partnership with our neighboring municipalities and the Miami-Dade County Public Schools (MDCPS). Funding this fiscal year for the second School Resource Police Officer in an amount not to exceed $21,642.33 is therefore recommended.

RESOLUTION NO. 2026-____

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.

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

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

WHEREAS, since 2018, the Village, Surfside and Bay Harbor have equally shared the cost of a School Resource Police Officer from Bay Harbor at the School, and since the 2022-2023 school year, that officer has served as a second School Resource Officer ("Resource Officer") alongside the officer provided by Miami-Dade County Public Schools; and

WHEREAS, Bay Harbor has confirmed in writing that the Village's contribution toward the cost of the Resource Officer for the 2026-2027 school year will be $21,642.33, the same amount the Village paid for the 2025-2026 school year; and

WHEREAS, this Council has determined that it is in the best interest of the Village to approve funding of the Village's contribution toward the cost of the Resource Officer at the School for the 2026-2027 school year in an amount not to exceed $21,642.33.

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. Approval of Funding. That funding of the Village's contribution toward the cost of the Resource Officer at the School for the 2026-2027 school year, in an amount not to exceed $21,642.33, is hereby approved.

Section 3. Implementation. That the Village Manager is hereby authorized to

take any and all action necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 28th day of October, 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 -

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 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 Collins Avenue or the public paths along the beach. 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. To be exempt from the Certificate of Appropriateness requirement, the project must not be visible from Collins Avenue, or the rear road and/or beach path. 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 facade of structures in these districts of the Village, 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: October 28, 2026

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

ADMINISTRATIVE RECOMMENDATION

I recommend that the Village Council adopt the proposed Ordinance amending Chapter 2 of the Code of Ordinances to modify procedures and regulations applicable to the Architectural Review Board (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 or from the public paths along the beach 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 or the public paths along the beach, 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. To be exempt from the Certificate of Appropriateness requirement, the project must not be seen from Collins Ave, or the rear road and/or beach path. 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.

Should the Ordinance be expanded to require ARB review of projects visible from the beach path adjacent to Oceana and the jetty path along the inlet, the Ordinance can be amended at second reading to also include these areas.

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 first 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 or from the public paths along the beach, and therefore is not open to view from a public street, place or way.

(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 ____ 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 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 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.

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:

A RESOLUTION ACCEPTING THE RECOMMENDATION OF THE EVALUATION COMMITTEE FOR REQUEST FOR QUALIFICATIONS NO. 2026-02, GENERAL CONTRACTOR SERVICES; APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH APT CONSTRUCTION SERVICES, INC. ON BEHALF OF THE BAL HARBOUR CIVIC ASSOCIATION.

Issue:

Should the Village Council accept the Evaluation Committee's recommendation for RFQ No. 2026-02 for general contractor services on behalf of the Bal Harbour Civic Association for maintenance work to take place in the gated community?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

On April 8, 2026, the Village, on behalf of the Bal Harbour Civic Association (BHCA), issued RFQ No. 2026-02 for general contractor services for the common area assets within the Gated Community. One proposal was received, from APT Construction Services, Inc., a licensed Florida general contractor (CGC1517504). On September 22, 2026, an Evaluation Committee, made up of Village staff, a resident of the Gated Community and a rep from the BHCA found the proposal responsive, evaluated it against the RFQ criteria, and unanimously recommended award. Each task is to be priced and approved through an individual Work Authorization at the approved procurement levels.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

RFQ Evaluation Committee – Recommended Award to APT Construction Services, Inc.

Financial Information:

	Amount	Account	Account #
	X	X	X

Sign off:

Director Public Works	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: October 28, 2026

SUBJECT: **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.**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Village Council approve the Resolution.

BACKGROUND

The Bal Harbour Civic Association (BHCA) is responsible for the maintenance of the common area assets within the gated residential section of Bal Harbour Village, including the security and landscape program, such as the maintenance of the security wall, the security gates, management of the security company, and landscaping vendor within the gated community. The common area assets, including the guardhouse, gates, fencing and railings, lighting, irrigation, paved and concrete surfaces, require ongoing general construction, maintenance, repair, and capital improvement work. This work has been handled job by job, with a separate solicitation for each need. On March 9, 2026, the BHCA Board of Directors authorized a competitive solicitation for general contractor services so that a qualified general contractor could be engaged under a single professional services agreement, with each task scoped, priced, and approved through its own work authorization.

ANALYSIS

On April 8, 2026, the Village, on behalf of the BHCA, issued Request for Qualifications No. 2026-02, General Contractor Services, through Public Purchase. A mandatory pre-proposal site visit was held on April 22, 2026, the deadline for questions was May 8, 2026, and proposals were due May 22, 2026. The RFQ is based on qualifications; no pricing was requested, because every job under the agreement is priced through its own task.

Although over a dozen vendors accessed the Public Purchase site to view the RFQ, only one response was received from APT Construction Services, Inc., a Florida corporation in business since 2007. APT holds a State of Florida Certified General Contractor License No.

CGC1517504. APT, has been established as an approved vendor by the BHCA and has previously performed work within the gated community.

The Evaluation Committee appointed by the Village Manager, including Rita Collins, BHCA Board of Directors and a resident of the gated community; Ana Chaverria, BHCA Property Manager; and Gio Martinez, Chief Building Inspector in the Bal Harbour Village Building Department, met at Village Hall on September 22, 2026. The Committee found the proposal responsive and responsible and evaluated it against the minimum qualifications in Section 1.2.2 and the evaluation criteria in Section 4.8.2 of the RFQ, including the proposer's experience, personnel, resources, approach, and references, which include work previously performed for the BHCA within the gated community. With a single proposal received, the Committee determined that the comparative scoring and ranking contemplated by Section 4.8.2 was not required to form its recommendation and unanimously recommended award to APT Construction Services, Inc.

Section 3.12.6 of the RFQ reserves the Village's right to reject a sole proposal. The Committee considered this and concluded that award is in the best interest of the Village and the BHCA, as the solicitation was publicly advertised, the proposer meets minimum qualifications, and the agreement is non-exclusive and commits no funds.

Each task requested of the vendor will be initiated by the BHCA and authorized through a written Work Authorization, for each individual task, at a fixed price or a not-to-exceed amount, within the approved Security and Landscape budget, and at the procurement approval levels established, as summarized below:

Work Authorization amount	**Required approvals**
Under $5,000	ASSOCIATION representative. No additional approval signature from the Village Public Works & Beautification Department (PWB) Director is required prior to engagement.
Over $5,000 and under $10,000	ASSOCIATION representative and an additional approval signature from the PWB Director prior to engagement.
Over $10,000 and under $20,000	ASSOCIATION representative and additional approval signatures from the PWB Director and the Village Manager prior to engagement.
Exceeds $20,000	ASSOCIATION representative, Village Manager, and approval by the Village Council.

THE BAL HARBOUR EXPERIENCE

This item supports the Village's goals of Safety, a Beautiful Environment, and Modernized Public Facilities/Infrastructure by providing the BHCA with a qualified general contractor to maintain, repair, and improve the common area assets within the Assessment Area, with each job priced and approved individually.

CONCLUSION

I have reviewed the recommendation of the Evaluation Committee and the actions of the BHCA and agree that approval of this item, which will establish a Professional Services Agreement with APT Construction Services, Inc. for general contractor services within the gated community, with each task approved at the levels established by the Village, is in the best interest of the Village. Therefore, I recommend approval of this item.

Attachments:

1. Professional Services Agreement – APT Construction Services, Inc.
2. APT Construction Services, Inc. Proposal (05/27/26)
3. BHCA Board Meeting Minutes (03/09/26)

RESOLUTION NO. 2026-____

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.

WHEREAS, The Bal Harbour Civic Association (BHCA) is responsible for the maintainance of the common area assets within the gated residential section of Bal Harbour Village, including the Security and Landscape Program, such as the maintenance of the security wall, the security gates, management of the security company, and landscaping within the gated community; and

WHEREAS, the common area assets require ongoing general construction, maintenance, repair, and capital improvement work, and

WHEREAS, on April 8, 2026, the Village, on behalf of BHCA, issued Request for Qualifications No. 2026-02, General Contractor Services (the "RFQ"), through Public Purchase for said purposes and received one proposal from APT Construction Services, Inc.; and

WHEREAS, on September 22, 2026, the Evaluation Committee appointed by the Village Manager found the proposal responsive and responsible, evaluated it against the minimum qualifications and the evaluation criteria of the RFQ, and unanimously recommended award to APT Construction Services, Inc.; and

WHEREAS, each task initiated by the BHCA will be priced and approved individually, within the approved Security and Landscape budget, at the approval levels established between the Village and BHCA, and in conformity with the Professional Services Agreement ; and

WHEREAS, the Village Council has determined that accepting the recommendation of the Evaluation Committee and approving this Professional Services Agreement is in the best interests of the Village and its residents.

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

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

Section 2. Award and Agreement Approved. That the Village Council approves the recommendation of the Evaluation Committee for the Village, on behalf of the Bal Harbour Civic Association to enter into a Professional Services Agreement with APT Construction Services, Inc., in substantially the form attached hereto as Exhibit "A," and the Village Manager is authorized to execute the Agreement on behalf of the Village.

Section 3. Work Authorizations. That the Village Manager is authorized to approve and execute tasks under the Agreement at the procurement approval levels established per task.

Section 4. Implementation. The Village Manager is authorized and directed to take all actions necessary to implement the purposes of this Resolution.

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

PASSED AND ADOPTED this 28th day of October, 2026.

_____
Mayor Seth E. Salver

ATTEST:

_____
Juan D. Garcia, CMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

PROFESSIONAL SERVICES AGREEMENT

Between

BAL HARBOUR VILLAGE ON BEHALF OF THE BAL HARBOUR CIVIC ASSOCIATION

And

APT CONSTRUCTION SERVICES, INC.

For

GENERAL CONTRACTOR SERVICES

Request for Qualifications No. 2026-02

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, Florida, a Florida municipal corporation (the "VILLAGE"), on behalf of the Bal Harbour Civic Association, Inc. (the "ASSOCIATION"), and APT Construction Services, Inc., a Florida corporation, authorized to do business in the State of Florida, whose principal place of business is 12555 Orange Drive, Suite 106, Davie, Florida 33330 (the "CONTRACTOR"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the ASSOCIATION collaborated with the Public Works & Beautification Department to create Request for Qualifications No. 2026-02, General Contractor Services (the "RFQ"), which the VILLAGE issued on behalf of the ASSOCIATION on April 8, 2026, and the CONTRACTOR submitted a Proposal dated May 27, 2026 in response to the RFQ (the "Proposal"); and

WHEREAS, on September 22, 2026, the Evaluation Committee appointed pursuant to the RFQ evaluated the Proposal and recommended the CONTRACTOR for award, and the Village Council of Bal Harbour Village approved the award on [_____, 2026] [by Resolution No. _____]; and

WHEREAS, the CONTRACTOR is willing and able to provide general construction, maintenance, repair, and capital improvement services for the community common area assets within the Gated Community, on an as-needed basis pursuant to individual tasks , as described in the RFQ and in Exhibit "A"; and

WHEREAS, the purpose of this Agreement is not to authorize a specific task or project, but to set forth certain terms and conditions which shall be incorporated into each task issued under it.

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

I. SCOPE OF SERVICES.

CONTRACTOR may provide to the ASSOCIATION the scope of services ("Services" or "Work") set forth and incorporated herein and attached hereto as Exhibit "A," as authorized from time to time by the VILLAGE. Services shall be performed only pursuant to a Work Authorization initiated by the ASSOCIATION and approved in accordance with

Exhibit "B." Services are for the community common area assets and do not include any work for the private residences. Nothing in this Agreement shall be construed to give the CONTRACTOR a right to perform Services for a specific project.

II. TERM.

The initial term of this Agreement shall be three (3) years from the Effective Date. This Agreement may be renewed for up to two (2) additional one (1) year periods upon mutual agreement of the Parties; provided that any such renewal is expressly conditioned upon, and shall not be effective without, the prior approval of the BHCA Board of Directors and the Village Council.

III. PAYMENT.

Compensation for the Services shall be the amount set forth in each task through a Work Authorization executed in accordance with Exhibit "B," which amount shall be accepted by CONTRACTOR as full compensation for all such work performed under that Work Authorization. It is acknowledged and agreed by CONTRACTOR that the amount stated in each Work Authorization is the maximum payable under that Work Authorization and constitutes a limitation upon VILLAGE'S obligation to compensate CONTRACTOR for the Services related to that Work Authorization. This maximum amount, however, does not constitute a limitation of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Work Authorization and the Scope of Services. No compensation shall be due for any Services performed without an executed Work Authorization.

A. CONTRACTOR may submit an invoice for compensation, developed and agreed upon by the VILLAGE and CONTRACTOR, no more often than monthly, but only after the services for which the invoices are submitted have been completed. Invoices shall designate the nature of the services performed and shall also show a summary of fees with accrual of the total and credits for portions paid previously and shall allocate the billing costs to the appropriate fund or combination of funds. Each statement shall show the proportion of the maximum amount payable under the applicable Work Authorization that has been expended through previous billings. Each invoice shall identify the project, Work Authorization number, detail the contract price, work completed, payment due, and remaining balance.

B. Notwithstanding any provision of this Agreement to the contrary, the VILLAGE may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to VILLAGE. The amount withheld shall not be subject to payment of interest by the VILLAGE.

C. Payment shall be made to CONTRACTOR in accordance with the Local Government Prompt Payment Act as stipulated in Part VII of Chapter 218, FL Statutes, by check, Electronic Funds Transfer (EFT), E-Pay or P-Card as determined by the VILLAGE in its sole discretion.

D. In consideration of the Services to be provided, CONTRACTOR shall be compensated in an amount that shall not exceed the budgeted amount for the Services during the applicable Fiscal Year, or the statutory limitations of 255.20, Florida Statutes.

E. Upon receipt of an invoice deemed acceptable and approved by the ASSOCIATION and the VILLAGE, payment(s) shall be made within thirty (30) days for the Services. Invoices shall include a detailed description of the Services provided, and shall be submitted to the ASSOCIATION, for review and approval prior to payment, at the following address:

Bal Harbour Civic Association
2 Bal Harbour Way
Bal Harbour, FL 33154

F. CONTRACTOR agrees to keep such records and accounts as may be necessary to record complete and correct entries as to dollars charged for which CONTRACTOR receives reimbursement for a period of at least three (3) years after completion of the work provided for in this Agreement. Such books and records shall be available at all reasonable times for examination and audit by VILLAGE.

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

IV. TERMINATION.

A. **Termination for Cause.**

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

the defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, and subject to the exclusions in the following sentence, CONTRACTOR shall not be relieved of liability to the VILLAGE for damages in an amount up to and not to exceed the total paid to date by the VILLAGE to CONTRACTOR sustained by the VILLAGE by virtue of any breach of the Agreement by the CONTRACTOR. The foregoing limitation shall not apply to, and shall not limit, the CONTRACTOR's liability for (i) its indemnification obligations under this Agreement, (ii) claims that are covered by the insurance required under this Agreement, (iii) third-party claims, or (iv) the CONTRACTOR's fraud, gross negligence, or willful misconduct. The VILLAGE, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the VILLAGE's rights and remedies against CONTRACTOR. The VILLAGE shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the VILLAGE to CONTRACTOR; provided that the foregoing cap on costs and attorney's fees shall not apply to the matters excluded above.

B. **Termination for Convenience by the VILLAGE.**

The VILLAGE may, through the Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to CONTRACTOR of such termination; which shall become effective thirty (30) days following receipt by CONTRACTOR of such notice. If the Agreement is terminated for convenience by the VILLAGE, CONTRACTOR shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the VILLAGE pays CONTRACTOR in advance, the VILLAGE shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the VILLAGE not exercised this clause, CONTRACTOR shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

CONTRACTOR shall maintain general commercial, automobile (where applicable), workers' compensation insurance, and, where required by a Work Authorization for design services, professional liability insurance, in an amount acceptable to the VILLAGE. CONTRACTOR shall maintain the following required types and minimum limits of

insurance coverage during the term of this Agreement, which limits shall be no less than those required by Section 3.16 of the RFQ:

Coverage	Per Occurrence	Aggregate
General Liability	$2,000,000 combined limit per claim	$2,000,000
Automobile Liability	$2,000,000 combined single limit per accident (owned, hired and non-owned)	
Professional Liability	As required by the applicable Work Authorization for design services	
Workers' Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the CONTRACTOR has obtained all insurance required under this section and has supplied the VILLAGE with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The VILLAGE and the ASSOCIATION shall be named as additional insureds 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 / Additional Insured:
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Additional Insured:
Bal Harbour Civic Association
2 Bal Harbour Way
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. CONTRACTOR's liability insurance shall be primary to any liability insurance policies that may be carried by the VILLAGE. CONTRACTOR shall be responsible for all deductibles and self-insured retentions on their liability insurance policies. CONTRACTOR agrees to provide at least thirty (30) calendar days written notice of cancellation, material change, or renewal refusal to the VILLAGE by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

The CONTRACTOR shall defend, indemnify and save harmless the VILLAGE and the ASSOCIATION, their officers, agents, and employees, from and against any and all liability, claims, demands, or damages, to the extent caused by the negligent acts or omissions, misfeasance, or malfeasance of the CONTRACTOR, its agents, servants, or employees, including fines, fees, expenses, penalties, and attorney's fees for trial and on appeal, and of any kind and nature arising out of the actions of the CONTRACTOR connected with the RFQ or the performance of this Agreement, whether by act or omission of the CONTRACTOR, its agents, servants, employees or others, regardless of the partial fault or negligence of the VILLAGE and the ASSOCIATION, their respective officers, agents and employees.

CONTRACTOR acknowledges that specific consideration will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and agrees to pay for and maintain in force at all times during the term of this Agreement, all of the insurance policies required herein.

VII. ENTIRE AGREEMENT.

This Agreement, the RFQ Documents (as defined in the RFQ), CONTRACTOR's Proposal, and any warranties shall constitute the entire Agreement. In the event of a discrepancy between those documents and this Agreement, the order of precedence will be: this Agreement, the RFQ Documents, the Proposal and general law. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

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

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

IX. SUBCONTRACTING

No subcontracting, including employee leasing, shall be permitted without the prior written approval of the Village Manager, which may be given in his or her sole and absolute discretion. The subcontractors approved for use under this Agreement as of the Effective Date are listed in Exhibit "D." If additional or substitute subcontractors are utilized during the term of the Agreement, a list of the proposed additional or substitute subcontractors shall be presented to the Village Manager for approval.

X. NON-EXCLUSIVITY

This Agreement is non-exclusive. The VILLAGE and the ASSOCIATION retain the right to engage the services of additional third-party contractors or assign responsibilities to an employee of the ASSOCIATION to perform the same or similar services provided by the CONTRACTOR under this agreement and to assign work to such parties in its sole discretion.

XI. 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.

XII. ANTI-DISCRIMINATION

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

XIII. SCRUTINIZED COMPANIES

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

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as

identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the VILLAGE may immediately terminate this Agreement at its sole option if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

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

XIV. NOTICES.

All notices hereunder shall be given in writing and shall be given by (a) registered or certified mail, return receipt requested, postage prepaid, (b) nationally recognized overnight courier, or (c) electronic mail with confirmation of transmission, addressed to the Parties at the following respective addresses (including the email addresses set forth below), or at such other address as may be designated in writing by either Party to the other. Notices shall be deemed delivered: if mailed, upon deposit of same into the United States mail; if sent by overnight courier, on the next business day; and if sent by electronic mail, upon confirmed transmission, provided that a copy is sent the same day by one of the other methods.

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

Email: jgonzalez@balharbourfl.gov

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

Email: [_____]

Bal Harbour Civic Association, Attn: Property Manager
2 Bal Harbour Way
Bal Harbour, FL 33154

Email: info@balharbourcivicassociation.com

To CONTRACTOR: APT Construction Services, Inc.
Attn: Álvaro Yanguas, President
12555 Orange Drive, Suite 106
Davie, Florida 33330

info@aptconstructionservices.com

XV. COMPLIANCE WITH LAWS.

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

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. NO CONTINGENT FEES.

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

XX. 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.

XXI. FORCE MAJEURE.

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

XXII. INDEPENDENT CONTRACTOR.

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

XXIII. CONTRACTOR'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW.

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

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

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

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

shall remain the sole property of CONTRACTOR, and are not subject to the terms of this Agreement.

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

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

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

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

XXIV. E-VERIFY.

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

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

XXV. NONCOERCIVE AFFIDAVIT.

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

XXVI. THIRD-PARTY BENEFICIARY.

The ASSOCIATION is an intended third-party beneficiary of this Agreement. Although the VILLAGE is the contracting Party, the ASSOCIATION shall have the right to enforce directly against the CONTRACTOR all obligations of the CONTRACTOR that run to or for the benefit of the ASSOCIATION, including without limitation the CONTRACTOR's insurance, indemnification, warranty, and performance obligations under this Agreement and each Work Authorization. No amendment, modification, or termination of this Agreement that materially and adversely affects the ASSOCIATION's rights under this Agreement shall be effective without the ASSOCIATION's prior written consent. Except for the ASSOCIATION, nothing in this Agreement confers any right or remedy upon any person or entity that is not a Party.

END OF SECTION

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

CONTRACTOR	**VILLAGE**
APT Construction Services, Inc.	Bal Harbour Village, Florida
12555 Orange Drive, Suite 106	655 96th Street

Davie, FL 33330	Bal Harbour, FL 33154
By: _____	By: _____
Álvaro Yanguas, President Print Name/Title	Jorge M. Gonzalez, Village Manager Print Name/Title
Date: _____	Date: _____
	Attest: _____ Juan D. Garcia, CMC, Village Clerk (SEAL)

Approved as to form and legal sufficiency for the use and reliance of the VILLAGE only.
By: _____
Village Attorney

Acknowledged by the ASSOCIATION, on whose behalf this Agreement is entered, as authorized by its Board of Directors:

By: _____
Bal Harbour Civic Association, Inc., by Eitan Zimerman, President

EXHIBIT A

SCOPE OF SERVICES

The following is taken from Sections 2.3 and 2.4 of Bal Harbour Village Request for Qualifications No. 2026-02, General Contractor Services, which is incorporated in this Agreement by reference.

1. Scope of Work (RFQ Section 2.3)

Scope of Work may include, but not be limited to:

- General construction and structural services
  - Concrete restoration and repair
  - Railing and fencing repair and installation
  - Guardhouse renovations, exterior and interior, roofing and storm hardening
  - ADA compliance, signage and other upgrades
- Painting, protective and waterproofing
  - Guardhouse exterior and common area painting
  - Stucco repair and refinishing
  - Pressure washing
- Electrical
  - Landscape and architectural lighting
  - Electric panel upgrades
- Landscaping
- Plumbing and Mechanical
  - Guardhouse HVAC installation and preventative maintenance
  - Irrigation systems
- Hurricane and storm preparedness

The Contractor shall be available to respond to service calls and project requests in a timely manner. All work shall be performed within the limits of the Bal Harbour Village gated residential community and common areas.
Services are for the community common area assets and do not include any work for the private residences.

2. Service Specifications (RFQ Section 2.4)

2.4.1 Location of Work

Bal Harbour Village limits – gated residential community and common areas.

2.4.2 Acceptance of Completed Work

A BHCA representative must approve of the work performed and any related costs prior to payment. The BHCA will determine if the work performed is acceptable. If the work does not meet the BHCA requirements, the Contractor must take whatever remedial action is necessary to meet the requirements. Work determined to be defective will be remedied by the Contractor at no additional cost to the BHCA within a period of 24 hours.

2.4.3 Supplies and Equipment

The Contractor shall supply all tools, materials, and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry out the work of this contract.

2.4.4 Processing for Payment

The Contractor shall submit invoices for payment upon completion and acceptance of work for each Work Authorization. Each invoice shall identify the project, Work Authorization number, detail the contract price, work completed, payment due, and remaining balance.

2.4.5 Safety and Protection

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to: all employees and other persons who may be affected thereby; and all the Work and all materials or equipment to be incorporated therein, whether in storage on or off the work area, and other property at the work area or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

2.4.6 Work During Inclement Weather

No Work shall be performed under these specifications except by permission of the BHCA when the weather is unfit for good and careful Work to be performed as determined by the BHCA. In the event of inclement weather, the Contractor shall contact the BHCA to receive approval and upon the direction of the BHCA shall suspend all Work until instructed to resume operations by the BHCA.

2.4.7 Commencement

Within ten (10) days after delivery of the executed Agreement by the Village to the Contractor, the Contractor shall be available to begin receiving Work Authorizations and shall provide and schedule services as necessary.

2.4.8 Additional Services

The Contractor may be requested to perform additional services or provide service frequencies at the discretion of the BHCA.

For purposes of this Exhibit, “BHCA” means the ASSOCIATION and “Contractor” means the CONTRACTOR.

EXHIBIT B

WORK AUTHORIZATIONS

1. Issuance.

When the need for Services occurs, the ASSOCIATION shall initiate a Work Authorization, per task, by providing the CONTRACTOR with a written request for a proposal describing the work required. The CONTRACTOR shall prepare a proposal with a fixed price or not-to-exceed amount and the basis for pricing. The ASSOCIATION is authorized to negotiate the Work Authorization with the CONTRACTOR. Services under this Agreement shall be performed only pursuant to a written Work Authorization approved in accordance with Part 2 of this Exhibit and accepted by the CONTRACTOR in the form set out in Part 3 of this Exhibit. Each Work Authorization shall set forth, at a minimum: the scope of the Work; the location; the schedule for performance; the price, as a fixed price or a not-to-exceed amount with the basis for pricing; any permits required and the party responsible for obtaining them; the subcontractors to be used, if any, from Exhibit "D"; any payment or performance bond and lien-release requirements for the Work as described below; and any special conditions.

Bonds and Lien Protection. For any Work Authorization involving construction for which a payment and/or performance bond is required by Section 255.05, Florida Statutes, the CONTRACTOR shall furnish such bond(s) in the form and penal sum required by law prior to commencement of the Work, at the CONTRACTOR's expense (which may be included in the Work Authorization price). As a condition to each payment, the CONTRACTOR shall furnish conditional and final releases or waivers of lien from itself and its subcontractors and suppliers for the Work covered by the payment, and shall otherwise comply with Chapter 713, Florida Statutes, including the recording of a Notice of Commencement where applicable.

Competitive Procurement Threshold. Nothing in this Agreement authorizes the award of any Work Authorization in a manner that would circumvent the competitive-bidding requirements of Section 255.20, Florida Statutes. Any Work Authorization for a project whose cost is reasonably expected to exceed the applicable threshold in Section 255.20 shall be competitively procured in accordance with that statute, notwithstanding this Agreement.

2. Approvals.

Each Work Authorization shall be approved and executed in writing prior to commencement of the Work at the approval levels established for the ASSOCIATION in Exhibit "A," Section I.4.h, of the Letter of Agreement between the VILLAGE and the ASSOCIATION regarding the Property Manager (2023), as follows:

Work Authorization amount	Required approvals
Under $5,000	ASSOCIATION representative. No additional approval signature from the Village Public Works &

Work Authorization amount	Required approvals
	Beautification Department (PWB) Director is required prior to engagement.
Over $5,000 and under $10,000	ASSOCIATION representative and an additional approval signature from the PWB Director prior to engagement.
Over $10,000 and under $20,000	ASSOCIATION representative and additional approval signatures from the PWB Director and the Village Manager prior to engagement.
Exceeds $20,000	ASSOCIATION representative, Village Manager, and approval by the Village Council.

"ASSOCIATION representative" means the ASSOCIATION's Property Manager, acting within the authority granted by the ASSOCIATION's Board of Directors, or the President of the ASSOCIATION. Changes to an executed Work Authorization for an individual task shall be approved at the tier applicable to the Work Authorization amount as changed.

3. Form of Work Authorization.

WORK AUTHORIZATION NO. _____

Issued under the Professional Services Agreement for General Contractor Services between Bal Harbour Village, on behalf of the Bal Harbour Civic Association, and APT Construction Services, Inc. dated _____, 2026 (RFQ No. 2026-02).

Item	Detail
Date issued	
Project / service call name	
Location (common area asset)	
Description of Work	
CONTRACTOR proposal reference and date	
Price	☐ Fixed price $_____ ☐ Not-to-exceed $_____ (basis: _____)
Schedule	Start: _____ Substantial completion: _____
Permits required / responsible party	
Subcontractors (from Exhibit "D")	
Special conditions (access, hours, notice to residents, other)	

Item	Detail
Funding source	☐ ASSOCIATION funds ☐ Village Security & Landscape Assessment
Payment / performance bond and lien releases (if required)	

Approvals (per Part 2 of this Exhibit):

Approver	Signature	Date
ASSOCIATION representative		
Village Public Works & Beautification Director (if required)		
Village Manager (if required)		
Village Council (if required) – Resolution / meeting date		

Accepted by CONTRACTOR:
By: _____ Name/Title: _____ Date: _____

EXHIBIT C

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

Entity Name:_____("Contractor")
Vendor FEIN:_____
Address:_____
City:_____ State: _____Zip:_____
Phone Number:_____ Email Address: _____

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

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

(a) Using or threatening to use physical force against any person;

(b) Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;

(c) 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;

(d) 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;

(e) Causing or threating to cause financial harm to any person;

(f) Enticing or luring any person by fraud or deceit; or

(g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

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

Written Declaration

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

_____ _____

Signature Date

_____ _____

Print Name Title

EXHIBIT D

APPROVED SUBCONTRACTORS

Subcontractors approved by the Village Manager pursuant to Section IX of this Agreement and Section 3.21 of the RFQ. The CONTRACTOR's Proposal identifies the trades below as subcontracted; [the CONTRACTOR is to provide the legal name and Florida license number of each subcontractor prior to execution].

Trade	Subcontractor (legal name)	Florida license no.	Village Manager approval (date)
Electrical (EC)	[to be provided]	[to be provided]	
Plumbing	[to be provided]	[to be provided]	
Mechanical / HVAC	[to be provided]	[to be provided]	
Roofing	[to be provided]	[to be provided]	
Landscape	[to be provided]	[to be provided]	
Irrigation	[to be provided]	[to be provided]	

Each subcontractor shall carry insurance meeting the requirements of Section V of this Agreement and shall comply with Sections XII, XIII, XXIV and XXV.

APT CONSTRUCTION SERVICES

QUALIFICATIONS IN RESPONSE TO
Request for Qualifications No. 2026-02
Issued April 8, 2026

QUALIFICATIONS — GENERAL CONTRACTOR SERVICES

General Contractor Services

BAL HARBOUR CIVIC ASSOCIATION — BAL HARBOUR VILLAGE, FLORIDA

SUBMITTED TO

Bal Harbour Village
on behalf of the
Bal Harbour Civic Association

Attn: Julio E. Magrisso, Director
Public Works and Beautification
655 96th Street
Bal Harbour Village, FL 33154

SUBMITTED BY

APT Construction Services
FL General Contractor — CGC1517504
12555 Orange Drive, Suite 106
Davie, Florida 33330

Office: (954) 668-2764
Cell: (305) 987-2201
Fax: (866) 260-1777
info@aptconstructionservices.com

Incumbent Maintenance Contractor
Bal Harbor Estates Street Lighting
Submission Date: May 27, 2026

CONSTRUCTION • MAINTENANCE • CAPITAL IMPROVEMENTS • STORM RESPONSE

01 Table of Contents

This proposal is organized in the order required by RFQ §7 (Proposal Format) and contains all responses, certifications, references, and forms required for a fully responsive submission.

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Acknowledgements & Acceptance

- **RFQ Documents.** APT acknowledges receipt and review of the complete RFQ No. 2026-02 document set, including Forms 1, 2, 3 and 5.
- **Addenda.** APT acknowledges that any addenda issued by the Village are incorporated by reference whether or not specifically acknowledged.
- **Mandatory Pre-Proposal Site Visit.** APT attended the mandatory on-site visit on April 22, 2026.
- **Familiarity with Laws.** APT is familiar with all federal, state and local laws, ordinances, rules and regulations applicable to the Services.
- **Public Records.** APT acknowledges Chapter 119, Florida Statutes, and that proposal materials become a public record subject to disclosure.
- **Anti-Discrimination.** APT certifies it does not discriminate in membership, employment, or policy.
- **Drug-Free Workplace.** APT certifies compliance with §287.087, Fla. Stat. (see Form 2).
- **Public Entity Crimes.** APT executes the Sworn Statement under §287.133(3)(a), Fla. Stat. (see Form 3).
- **Insurance.** APT carries all coverages required by RFQ §8 at or above the stated limits and will add the Village and the BHCA as additional insured upon award.
- **Pricing.** APT acknowledges that RFQ §7.9 marks pricing as N/A; rates and per-Work-Authorization pricing will be negotiated and confirmed at the time each Work Authorization is issued.
- **90-Day Validity.** This Proposal is irrevocable for ninety (90) calendar days from the Proposal Submission Deadline.

02 Introduction Letter

APT Construction Services

12555 Orange Drive, Suite 106 • Davie, Florida 33330
Office (954) 668-2764 • Cell (305) 987-2201 • Fax (866) 260-1777
info@aptconstructionservices.com • Florida Certified General Contractor — License CGC1517504

May 27, 2026

Bal Harbour Village
on behalf of the Bal Harbour Civic Association
Attn: Julio E. Magrisso, Director — Public Works and Beautification
655 96th Street
Bal Harbour Village, Florida 33154

RE: Request for Qualifications No. 2026-02 — General Contractor Services

Dear Mr. Magrisso and Members of the Evaluation Committee:

APT Construction Services is honored to submit this proposal in response to RFQ No. 2026-02 for General Contractor Services to the Bal Harbour Civic Association. We approach this opportunity from a position no other firm can match: **we are already on the ground at Bal Harbor Estates.** APT is the incumbent maintenance contractor for the community's 87-pole street-lighting system, and our crews — including our long-standing, full-time Florida-licensed Electrical Contractor partner — are already known to BHCA staff, residents, and the guardhouse.

What this RFQ contemplates — a single, responsive general contractor that the BHCA can call on for everything from concrete and railings to guardhouse renovations, electrical, landscaping, HVAC, and pre- and post-storm response, all through individual Work Authorizations — is precisely the way APT already supports private and HOA clients across South Florida. Our model is a small, owner-led general contracting practice with self-performed core trades and a curated bench of trusted specialty subcontractors. That model is built for exactly this kind of contract: **fast quotes, fast mobilization, real accountability, and one phone number for every call.**

APT is a Florida corporation since January 30, 2007 — **19+ years of continuous Florida general contracting experience** — led by **Álvaro Yanguas, President & Owner**, whose personal experience exceeds 25 years. Day-to-day responsibility under this contract will be carried by **Daniel Rodríguez, Senior Project Manager**, who already serves as the BHCA's single point of contact under the current street-lighting maintenance work, and who will continue in that role here.

Highlights of this submission, in the language of the RFQ's evaluation criteria:

- **Experience of the Proposer (25 pts).** 19+ years as a Florida CGC; 500+ South Florida projects across high-end residential, boutique commercial, and HOA common-area scopes; current incumbent at Bal Harbor Estates.
- **Experience of the Professionals (25 pts).** Álvaro Yanguas — Principal in Charge, 25+ years; Daniel Rodríguez — Senior PM, 10+ years; Florida-licensed EC partner; in-house Purchasing, Administration, and Accounting; OSHA 10/30 across field crews.
- **Availability of Resources (20 pts).** In-house carpentry, painting, and concrete crews; long-standing subcontractor bench across electrical, plumbing, HVAC, roofing, landscaping, and irrigation; equipment yard and material accounts in Davie under one hour from Bal Harbour. Daniel Rodríguez has scheduled bandwidth reserved for BHCA Work Authorizations from contract execution through the initial 3-year term.
- **Quality of References (20 pts).** Five (5) references are provided in Section 09, anchored by an incumbent BHCA reference and a 25-year professional reference. Form 5 Performance Evaluation Surveys have been distributed to all five clients with instructions to return them directly to Mr. Magrisso by the deadline.
- **Proposed Approach (5 pts).** See Section 06 — a clean, three-stage Work-Authorization workflow (Request → Quote → Authorize → Execute → Close-Out) with 24-hour safety-defect response per RFQ §9.
- **Workload (5 pts).** Current and projected workloads are presented in Section 07 with explicit BHCA bandwidth reserved.

We have read RFQ No. 2026-02 in its entirety, including the Insurance Requirements (RFQ §8), the Service Specifications (RFQ §9), the Protest Procedures (RFQ §10), and the four required Forms. We accept all terms as written, are licensed and insured at or above the stated limits, and are ready to commence Work Authorizations within ten (10) days of executed Agreement per RFQ §9.

Daniel Rodríguez and I are available at any time for clarifying questions, an interview, or oral presentation. We thank the Evaluation Committee for its careful consideration and look forward to continuing — and broadening — our service to the BHCA.

Respectfully submitted,

Álvaro Yanguas
President & Owner — APT Construction Services
Authorized signatory under Florida CGC #1517504

03 Executive Snapshot

A concise overview of APT Construction Services' key strengths, credentials, and competitive advantages for the BHCA General Contractor of Record engagement.

19+	500+	87	24hr
YEARS AS FLORIDA GENERAL CONTRACTOR	SOUTH FLORIDA PROJECTS DELIVERED	STREETLIGHT POLES CURRENTLY MAINTAINED AT BHE	SAFETY-DEFECT RESPONSE PER RFQ §9

Why APT for the BHCA's General Contractor of Record

- **We are already there.** APT crews are at Bal Harbor Estates regularly under the existing street-lighting maintenance contract — gate codes, parking conventions, and resident notification practices are already routine. Zero learning curve, zero onboarding cost.
- **One phone number.** Daniel Rodríguez, Senior PM, is the single point of contact for every Work Authorization — request, scoping, scheduling, execution, and close-out.
- **Self-performed core trades.** General construction, concrete, carpentry, painting, stucco, pressure-washing, and railing/fence work performed by APT's own field staff under direct CGC supervision.
- **Long-standing trade partners.** FL-licensed Electrical Contractor (the same crew on the streetlights today), plumbing, HVAC, roofing, landscaping, and irrigation — all named on the executed Agreement, no rotating subs.
- **In-house back office & storm program.** Purchasing, Administration, Accounting handled by APT staff; pre-storm hardening checklists and a post-storm response protocol place BHCA in the first dispatch wave (see Section 09).

License Snapshot

Firm	**APT Construction Services** — Florida Corporation since January 30, 2007
State License	Florida Certified General Contractor — **CGC1517504** (active); Qualifying Agent: Álvaro Yanguas, President & Owner
Electrical Subcontractor	APT's full-time FL-licensed Electrical Contractor partner (FL EC active)
Insurance	WC statutory; GL $2,000,000 per claim; Auto $2,000,000 CSL — all at or above RFQ §8 limits

04 Minimum Qualifications

APT Construction Services meets and exceeds every minimum qualification established in RFQ §2 and §7.4. The summary below documents compliance item-by-item; supporting curricula vitae appear in Section 04, and licenses and insurance certificates are included in the Appendix.

Compliance Matrix — RFQ §2 Minimum Qualifications

#	RFQ §2 MINIMUM QUALIFICATION	APT COMPLIANCE
1	Firm (or principals) regularly engaged in general contracting; record of performance in Florida for a minimum of **five (5) years** immediately preceding this RFQ.	✓ **COMPLIES — EXCEEDS** APT Construction Services has been continuously engaged in Florida general contracting since **January 30, 2007 (19+ years)**. The firm is in good standing with the Florida Division of Corporations and authorized to do business in Florida. Client list provided in Sections 09 and 12.
2	Current and active State of Florida Certified General Contractor (CGC) license or Registered General Contractor license; compliance with state statutes and local codes.	✓ **COMPLIES** APT holds an active Florida **Certified General Contractor license — CGC1517504** in the firm's name, qualified by Álvaro Yanguas. License copy in Appendix. APT carries no outstanding code violations, complaints, or license actions.
3	Trained personnel with required certifications and licensing; evidence on Form 1 (Questionnaire).	✓ **COMPLIES** Field crews are journeyman/master-trade level and supervised by the CGC. OSHA 10/30 training maintained across all crews. The electrical sub-trade is performed under the EC partner's active FL EC license. Certifications detailed in Form 1 and CVs in Section 04.

Compliance with Experience Requirements — RFQ §7.4

REQUIRED EXPERIENCE (RFQ §7.4)	APT PERSONNEL	YRS
Proposer's years of experience & client list	APT Construction Services — Florida Corporation since 2007	19+
Principal in Charge — min. 5 yrs general contracting experience	**Álvaro Yanguas** — President & Owner, APT	25+
Project Manager — min. 5 yrs in residential community, municipal, or commercial projects	**Daniel Rodríguez** — Senior Project Manager (project lead)	10+
Backup Project Managers (workload depth)	**Pablo Cano** & **Abraham Morales** — Senior PMs (bench)	10+ ea

Statement of Specialization

APT Construction Services is a Florida-licensed general contracting firm specialized in (1) **full-service residential and small-commercial general contracting**, including ground-up, renovation, and tenant-improvement work; (2) **HOA, condominium, and gated-community common-area work**, including concrete restoration, railings, fencing, guardhouse renovations, ADA upgrades, painting, stucco, waterproofing, landscape and architectural lighting, and pre/post-storm response; and (3) **ongoing maintenance and capital-improvement programs** delivered under work-authorization-style master agreements. APT's project profile matches the scope categories enumerated in RFQ §3 across general construction & structural; painting, protective & waterproofing; electrical; landscaping; plumbing & mechanical; and hurricane & storm preparedness.

> **INCUMBENT ADVANTAGE**
>
> APT is the existing maintenance contractor for the BHCA's 87-pole streetlight system. Under that contract our crews are already credentialed at the guardhouse, familiar with the community's parking and noise conventions, and known to the BHCA's regular vendor list. This translates directly into shorter turnaround on every Work Authorization issued under the new GC contract.

05 Project Team & Curriculum Vitae

The team proposed for the BHCA general contractor contract is the same leadership and back-office team that already supports our incumbent street-lighting maintenance work for the community. Curriculum vitae are summarized below; full CVs and individual certifications are available upon request and during oral presentations per RFQ §7.6.

Álvaro Yanguas — 25+ years

PRINCIPAL IN CHARGE — PRESIDENT & OWNER

- Chief executive of APT Construction Services with executive responsibility for contracts, project delivery, and client relationships.
- Holds active Florida Certified General Contractor credentials (CGC #1517504) in the firm's name; qualifying agent of record.
- Personally oversees every Work Authorization above a threshold dollar value or with multi-trade complexity; available for direct escalation by the BHCA at any time.
- Satisfies the RFQ §7.4 requirement for a Principal in Charge with a minimum of 5 years' general contracting experience (exceeded by 20+ years).
- Authorized signatory — empowered to bind APT Construction Services to this proposal and any resulting Agreement.

Ana Yanguas — 20+ years

VICE PRESIDENT

- Oversees corporate operations and contract administration across APT's portfolio.
- Serves as the executive escalation point for the BHCA on any matter not resolved at the Project Manager level.
- Holds signing authority on insurance certificates, lien waivers, and routine corporate documentation.

Daniel Rodríguez — 10+ years

SENIOR PROJECT MANAGER — PROJECT LEAD FOR BHCA

- Already serves as the BHCA's single point of contact under the current street-lighting maintenance contract — continuity into the new GC contract is seamless.
- Direct contact: **(786) 375-1345 — Daniel@aptconstructionservices.com**.
- Day-to-day owner of every Work Authorization: scoping site walk, written quote, scheduling, daily supervision, change orders, close-out package, and warranty.
- 10+ years managing multi-trade residential, HOA common-area, and small-commercial projects in South Florida; conversant in Miami-Dade and Broward permitting and inspection workflows.
- Satisfies the RFQ §7.4 requirement for a Project Manager with a minimum of 5 years' experience in residential community, municipal, or commercial projects.

Pablo Cano — 10+ years

SENIOR PROJECT MANAGER — BENCH

- Senior PM on APT's bench, available to absorb BHCA Work Authorizations when Daniel Rodríguez is engaged on concurrent commitments.
- Reports up through the Project Lead (Daniel Rodríguez) to maintain continuity of communication with the BHCA.
- Specialty: multi-trade renovation, interior fit-out, and finish carpentry.

Abraham Morales — 10+ years

SENIOR PROJECT MANAGER — BENCH

- Second bench Senior PM; ensures that no Work Authorization is delayed by primary-PM capacity.
- Specialty: exterior envelope, stucco, waterproofing, and concrete restoration.

Electrical Contractor Partner

Active FL EC license

MASTER ELECTRICIAN — FL EC LICENSE

- Long-standing, full-time Electrical Contractor partner of APT — the same crew currently maintaining the BHCA's 87-pole streetlight system.
- Holds active Florida Electrical Contractor (EC) license; field crew includes journeyman and master electricians, all OSHA 30 trained.
- Self-performs all electrical scope under this contract — landscape and architectural lighting, panel upgrades, repairs and replacements — under their EC license, with APT as Prime / CGC.
- Identified by name and license number on the signed Agreement; subject to BHCA approval for any additional subcontractor substitution.

Specialty Trade Partners

Long-standing

PLUMBING • HVAC • ROOFING • LANDSCAPING • IRRIGATION

- APT maintains a curated bench of Florida-licensed specialty subcontractors covering plumbing, HVAC, roofing, landscaping, irrigation, and structural concrete restoration.
- Each subcontractor is named on the executed Agreement; no rotating or last-minute subs. Same crews show up to BHCA work every time.
- All sub-trade scopes are managed by APT's PM under the CGC, with APT carrying single-point liability and insurance.
- Substitution of any named subcontractor requires prior written notification to the BHCA per RFQ §9.

Office & Support Staff

In-house

PURCHASING • ADMINISTRATION • ACCOUNTING

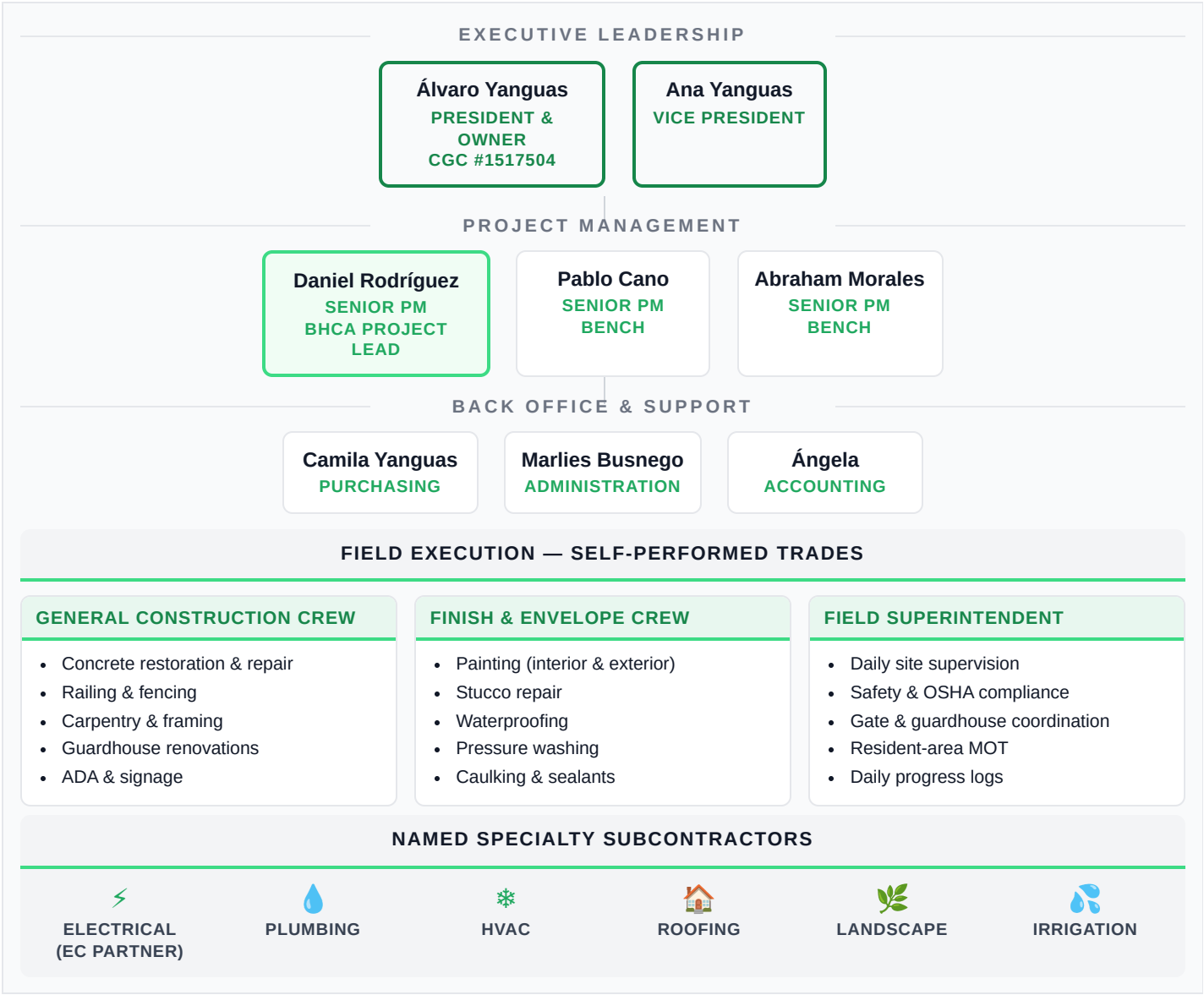
Camila Yanguas (Purchasing Manager) manages all material procurement and supplier accounts — paint, lumber, concrete, electrical components, HVAC parts. Direct factory and supplier accounts shorten lead times on every Work Authorization. **Marlies Busnego (Administrative Assistant)** maintains project document control — submittal log, RFI log, change orders, certificates of insurance, lien waivers, and as-built packages — and runs resident-notification logistics inside the gated community. **Ángela (Accounting)** processes per-Work-Authorization invoicing per RFQ §9, tracks payment status, and maintains warranty documentation throughout the contract term.

Continuity from Incumbent Work

Because APT is already at Bal Harbor Estates daily, the team listed above is not a paper roster assembled for this proposal. Every name above is on the BHCA's existing vendor file in some capacity already. **If awarded**, no team transitions or "kickoff onboarding" are required: the Project Lead, EC Partner, Field Superintendent, and back-office team simply expand their existing scope from streetlight maintenance to the full general-contractor menu in RFQ §3.

06 Organizational Chart

APT's organizational structure for the BHCA general contractor engagement reports up through **Álvaro Yanguas, President & Owner**, with **Daniel Rodríguez** serving as the day-to-day Project Lead and single point of contact for the BHCA on every Work Authorization.



How this chart works in practice. *Every BHCA Work Authorization comes to Daniel Rodríguez. Daniel walks the site (often the same day for safety items), assembles the right crew or sub-trade, issues a written quote to the BHCA representative, and — upon authorization — schedules the work. The Field Superintendent runs the day; APT's office processes the close-out package. Álvaro Yanguas reviews every Work Authorization above an agreed threshold and signs the close-out. Any additional subcontractor outside the named list requires prior written BHCA approval per RFQ §9.*

07 Service Approach & Work-Authorization Workflow

RFQ §1 contemplates a single agreement under which the BHCA may issue Work Authorizations for any service category listed in §3 — without re-solicitation. APT's approach is built around making that workflow fast, transparent, and easy on the BHCA representative.

The APT Work-Authorization Cycle

#	STAGE	WHAT HAPPENS	APT TARGET
1	**Request**	BHCA representative calls or emails Daniel Rodríguez. The request can be a planned scope (e.g., "repaint the guardhouse") or a service call (e.g., "broken railing along Bay Drive").	Receipt acknowledged within **4 hours**
2	**Site Walk**	Daniel walks the site, often with the BHCA representative. Photos and a short scope memo are produced. Safety items are stabilized on the spot if needed.	Within **24–48 hours** (immediate for safety)
3	**Quote**	Written quote with: scope description, material specifications, labor breakdown, schedule, exclusions, payment terms, and warranty.	Within **3–5 business days**
4	**Authorization**	BHCA representative signs the Work Authorization (paper or electronic). APT cannot start before signature.	BHCA-controlled
5	**Mobilization**	Materials ordered, crew scheduled, resident-area MOT plan filed with the guardhouse, gate notice posted if access is affected.	Per quote schedule
6	**Execution**	Daily Field Superintendent on site. Photo logs uploaded. Daniel reviews progress with BHCA at agreed checkpoints. Defective work corrected within **24 hours** per RFQ §9.	Per quote schedule
7	**Close-Out**	Final walkthrough with BHCA, punch list cleared, as-builts (where applicable), warranty documents, lien waivers, and invoice submitted.	Within **10 days** of completion

Pricing & Quote Discipline

RFQ §7.9 marks pricing as N/A — pricing is established per-Work-Authorization. APT's standing commitment to the BHCA is that every quote will be presented in the same consistent format: labor hours and rates, material take-off at supplier cost, named subcontractors at firm sub-quotes, overhead and profit as a single line item, and a fixed price (not a "T&M not-to-exceed") whenever scope permits. Rate transparency is a deliberate part of the APT approach — the BHCA representative should never feel they need a second opinion to verify a quote.

Scope-Category Readiness — RFQ §3

APT is staffed and equipped to begin issuing quotes on any of the six service categories in RFQ §3 from day one of the contract.

CATEGORY I

General Construction & Structural

- Concrete restoration, sidewalk replacement, curb repair
- Railing and fencing — repair and new installation
- Guardhouse renovations: interior, exterior, roofing, storm hardening
- ADA compliance, signage, and accessibility upgrades
- Self-performed by APT crews under direct CGC supervision

CATEGORY II

Painting, Protective & Waterproofing

- Guardhouse and common area painting (interior & exterior)
- Stucco repair and refinishing
- Elastomeric and acrylic coatings
- Pressure washing
- Self-performed by APT's Finish & Envelope Crew

CATEGORY III

Electrical

- Landscape and architectural lighting installation
- Electrical panel upgrades
- General electrical repairs, GFCI/AFCI upgrades
- Continuation of the existing streetlight maintenance scope
- Performed by APT's FL-licensed EC Partner (already on site)

CATEGORY IV

Landscaping

- Common area landscape installation and renovation
- Tree planting, removal, and root-pruning coordination
- Mulching, sodding, and bedline work
- Coordination with BHCA's regular landscape vendor when active
- Performed by APT's landscape subcontractor partner

CATEGORY V

Plumbing & Mechanical

- Guardhouse HVAC installation and preventative maintenance
- Guardhouse plumbing — fixtures, supply, and drainage
- Irrigation systems — repair, controller upgrades, leak repair
- Backflow preventer testing and replacement (FL-licensed)
- Performed by APT's named plumbing and HVAC partners

CATEGORY VI

Hurricane & Storm Preparedness

- Pre-storm hardening — board-up, shutter inspection, tie-down
- Post-storm response — damage assessment, debris, temporary repairs
- Emergency electrical and water restoration coordination
- FEMA-compliant photo documentation for BHCA insurance claims
- See Section 08 for the full storm program

Communication Protocol

- **Primary channel:** Daniel Rodríguez — (786) 375-1345 — Daniel@aptconstructionservices.com.
- **Backup channel:** Álvaro Yanguas — (305) 987-2201 — Alvaro@aptconstructionservices.com — 24/7 for emergencies.
- **Administrative channel:** info@aptconstructionservices.com — for certificates of insurance, lien waivers, and invoicing.
- **Office line:** (954) 668-2764 during business hours.
- **Response targets:** 4 hours for routine requests; immediate for safety; 24-hour remedy for defective work per RFQ §9.

08 Resources, Workload & Availability

RFQ §6 weights "Availability of resources" at 20 points and "Recent, current, and projected workloads" at 5 points. This section addresses both directly, with an honest accounting of APT's current portfolio and the bandwidth reserved for BHCA Work Authorizations.

Physical Resources

Headquarters	12555 Orange Drive, Suite 106, Davie, FL 33330 — under one hour from Bal Harbour Village.
Office & Yard	Front office (purchasing, administration, accounting), equipment yard, material staging area.
Vehicles & Equipment	Service trucks, box trucks, scissor lift, ladders to 40 ft, generators, compressors, pressure washers, paint sprayers, concrete mixers, and standard hand/power tools — all owned, not rented for routine Work Authorizations.
Supplier Accounts	Direct credit accounts at Home Depot Pro, Lowe's Pro, ABC Supply, Ferguson, Graybar, Sherwin-Williams, and regional concrete & landscape suppliers — shorter lead times than ad-hoc purchasing.
Field Crews	Self-performed: general construction crew, finish & envelope crew, field superintendent. Subcontracted (named): EC partner, plumbing, HVAC, roofing, landscape, irrigation.
Back-Office Capacity	3 FTE in purchasing/admin/accounting — supports concurrent Work Authorizations without bottleneck.

Current & Projected Workload — RFQ §6

ENGAGEMENT	SCOPE	STATUS	PM ASSIGNED
BHCA Streetlight Maintenance	Incumbent ongoing maintenance contract — 87-pole system, Bal Harbor Estates	Active	Daniel Rodríguez
Bal Harbour Streetlight Replacement (RFP 2026-01)	Design-build replacement of the 87-pole streetlight system — proposal submitted May 15, 2026; award pending Village Council action	Proposal submitted — pending award	Daniel Rodríguez
Private Residential Portfolio	Active residential renovation and small commercial projects across Broward and Miami-Dade — staggered schedules; none in conflict with BHCA bandwidth	Active	Pablo Cano / Abraham Morales
BHCA General Contractor Services (this RFQ)	3-year initial term + up to 2 additional one-year renewals — Work Authorizations as issued	Proposed	Daniel Rodríguez

Honest disclosure on workload concentration. APT has knowingly assembled a roster that places the BHCA at the center of multiple concurrent or potential engagements (existing maintenance, RFP 2026-01 streetlight replacement, this RFQ). This is by design, not accident. It means a single Project Lead (Daniel Rodríguez) carries the BHCA relationship continuously, and that decisions made on one contract — vendor selection, crew familiarity, gate access conventions — are reused on the next. Pablo Cano and Abraham Morales serve as bench PMs so that no Work Authorization is delayed by primary-PM capacity.

Financial Capacity

APT Construction Services is a privately held Florida corporation in good standing with the Florida Division of Corporations. APT maintains a clean bonding profile and a long-standing relationship with a Florida-based commercial banking partner. The firm carries no judgments, no UCC liens against operating accounts, and no outstanding tax obligations. Bonding capacity and audited financial information will be provided directly to the Village under separate cover upon request per RFQ §6.

Litigation History

APT Construction Services has no current litigation that would impair performance under this RFQ. APT has not had a contract terminated for cause within the past five (5) years. Full disclosure detail is provided in Form 1 — Questionnaire Responses (Section 12).

09 Hurricane & Storm Preparedness Program

RFQ §3 lists "Hurricane & Storm Preparedness" as a scope category in its own right (Category vi). For a barrier-island community like Bal Harbour, this is not a checkbox — it is one of the most important reasons to keep a general contractor on retainer. APT's program is built around three windows: pre-season, named-storm watch, and post-storm.

Pre-Season Window (June 1 — Storm Watch Activation)

- **Annual walk-through** of the BHCA common areas with the BHCA representative each May/early June, before peak season. Findings documented in a written report.
- **Storm-hardening inventory** at the guardhouse and any other Village-owned common-area structures: shutter inspection, hurricane-strap check, drainage clearance, signage tie-downs, and tree-trimming coordination with the BHCA's landscape vendor.
- **Materials staging** at APT's Davie yard: pre-cut plywood, fasteners, sandbags, and tarps stocked specifically against BHCA-known dimensions.
- **Contact-list refresh**: BHCA representative cell, guardhouse line, key resident contacts (where authorized), and APT's three-deep emergency call list.

Named-Storm Watch Window (Pre-Landfall)

- **Activation trigger:** a NHC named-storm cone that includes Miami-Dade County within 72 hours.
- **Pre-storm visit** by the Field Superintendent to the BHCA common areas to install plywood, deploy sandbags, secure loose objects, and confirm drainage is clear.
- **Written status report** to the BHCA representative with photos, timestamps, and a list of any items that could not be secured.
- **Vendor confirmation**: APT confirms availability of the named EC, roofing, and plumbing partners for post-storm dispatch.
- **BHCA in first wave.** Bal Harbour is on APT's first-wave dispatch list because of the incumbent street-light contract — we do not work that list on a first-call basis when there are existing standing clients.

Post-Storm Response Window (T+0 to T+30 Days)

- **T+0 to T+24 hours:** safety assessment of all BHCA common areas as soon as conditions allow — downed wires, structural damage, fallen trees, flooding, and any blocked egress routes documented in writing.
- **T+24 to T+72 hours:** temporary repairs for safety items — tarping, board-up, hazard fencing, generator hook-ups for the guardhouse if power is out.
- **T+72 hours to T+14 days:** permanent repair quotes issued through the Work-Authorization workflow described in Section 06, with FEMA-compliant photo documentation included in every quote so the BHCA can pass it through to its insurance carrier.
- **T+14 to T+30 days:** debris removal coordination with the Village's contracted debris hauler; restoration of all common-area finishes.
- **Surge-pricing policy.** APT does not surge-price BHCA post-storm work. Labor rates remain at contract levels; only documented overtime is billed.

> **WHY THE STORM PROGRAM MATTERS**
>
> For a coastal HOA, the value of a GC contract is concentrated in roughly the 6–10 days each year a named storm threatens the area. Having a contractor that already knows your guardhouse, already has staged plywood cut to your dimensions, and already has the BHCA on its first-wave call list — that is the difference between a covered loss and a chaotic week.

10 Client References

Per RFQ §7.7, the following five (5) client references are provided. By submitting these references, APT authorizes the Evaluation Committee to communicate with each contact regarding APT's performance as a general contractor. Completed Form 5 Performance Evaluation Surveys have been distributed to each reference with instructions to submit directly to Mr. Magrisso on or before the Proposal Submission Deadline per RFQ §7.8.

REFERENCE 1 — INCUMBENT CLIENT

Bal Harbour Civic Association

Scope: Ongoing streetlight maintenance contract — Bal Harbor Estates 87-pole system. APT is the incumbent maintenance contractor and is directly known to the BHCA Board, the Public Works office, and the on-site guardhouse staff.

Contact: Authorized BHCA representative — contact details provided to Mr. Magrisso under separate cover to preserve confidentiality. Form 5 distributed directly.

> *"APT has been our maintenance contractor on the community's streetlight system. Their response time, communication, and quality of repairs have been a notable improvement over the prior arrangement."*
>
> **— BHCA, incumbent client (statement summarized; full Form 5 provided directly)**

REFERENCE 2 — 25+ YEAR PROFESSIONAL REFERENCE

Fanny Haim — Fanny Haim & Associates, Inc.

President & Founder — Interior Designer, 40+ years in the industry. Has known and worked alongside Álvaro Yanguas on residential and commercial projects for more than 25 years.

Contact: Fanny@fannyhaim.com | (305) 937-0815

> *"I have known and worked with Alvaro Yanguas for more than 25 years. In that time, Alvaro has consistently demonstrated the highest level of integrity and professionalism. He is exceptionally knowledgeable and resourceful, able to anticipate problems and deliver practical, elegant solutions under pressure. Most importantly, Alvaro is present, available, and accountable — he stands behind his work without hesitation and takes ownership from pre-construction through punch list. His crews are reliable, his scheduling is tight, and his communication is direct. I recommend Alvaro Yanguas without reservation for any project requiring a skilled, dependable general contractor."*
>
> **— Fanny Haim, President & Founder, Fanny Haim & Associates, Inc.**

REFERENCE 3 — RESIDENTIAL RENOVATION

Jennifer & Mark Thompson

Scope: Full home renovation, Weston, FL — multi-trade scope including general construction, electrical, plumbing, HVAC, painting, and finishes.

Contact: details provided to Mr. Magrisso under separate cover.

> *"We hired APT for a full home renovation and the quality of work was outstanding. They treated our home with the same care they would treat their own."*

REFERENCE 4 — COMMERCIAL TENANT IMPROVEMENT

David Landsberg

Scope: Commercial office renovation, Davie, FL — interior demolition, partition reconstruction, electrical, HVAC, finishes.

Contact: details provided to Mr. Magrisso under separate cover.

> *"Professional from start to finish. The team managed our complete office renovation with precision and excellent communication throughout the entire process."*

REFERENCE 5 — RESIDENTIAL RENOVATION

Michael & Sarah Richardson

Scope: Kitchen renovation, Fort Lauderdale, FL — demolition, cabinetry, plumbing, electrical, finishes, custom millwork.

Contact: details provided to Mr. Magrisso under separate cover.

> *"APT Construction transformed our outdated kitchen into a stunning, modern space that we dreamed about for years. Their attention to detail and commitment to quality exceeded our expectations."*

Full contact details for each reference have been provided to Mr. Magrisso in the sealed package per RFQ §7.7. By submitting these references, APT consents to direct contact and verification of past performance, including site visits, per RFQ §7.8.

11 Performance Evaluation Surveys (Form 5)

Per RFQ §7.8 and the Form 5 instructions, APT has distributed the Performance Evaluation Letter and Survey to a minimum of five (5) clients, with explicit instructions that each client return the completed Survey **directly to Mr. Magrisso** by the Proposal Submission Deadline. APT confirms that the Form 5 distributed to references was unchanged from the version published as part of RFQ No. 2026-02.

Form 5 Compliance Summary

FORM 5 COMPLIANCE ITEM	APT CONFIRMATION
Number of references provided	**Five (5)** — meets RFQ §7.7 minimum
Form 5 distributed to each reference	Yes — distributed unchanged from RFQ version
Reference instruction to submit directly to Village	Yes — written instructions provided to each reference
Reference submission method	Mail to 655 96th Street, Bal Harbour Village, FL 33154, or email to jmagrisso@balharbourfl.gov per RFQ §7.8
Deadline communicated to references	May 27, 2026 at 3:00 p.m. (Proposal Submission Deadline)
APT consents to Village verification of references	Yes — including site visits and direct contact per §7.8

Form 5 — Performance Criteria APT's References Are Rating

For the Committee's convenience, the nine performance criteria each Form 5 reference is evaluating (rated 1–10) are listed below. APT believes its references will rate the firm at the upper end of the scale on every criterion.

- **Quality of work** — adherence to plans, specs, and workmanship standards
- **Timeliness of performance** — schedule adherence
- **Responsiveness** — speed of reply to client requests
- **Communication** — clarity, frequency, and accuracy
- **Professionalism & courtesy** — conduct of crew and management on site
- **Cleanliness & site protection** — daily housekeeping and protection of adjacent property
- **Safety & OSHA compliance** — incident record and field practices
- **Pricing transparency** — clarity and accuracy of quotes, change orders, and invoices
- **Willingness to rehire** — overall recommendation

> **NOTE TO THE EVALUATION COMMITTEE**
>
> If any reference Form 5 has not been received by the deadline, APT respectfully requests that the Committee notify Daniel Rodríguez so APT can confirm receipt with the reference directly. APT has no control over the timing of the client's response — only over distributing the Form 5 and instructions — and we want to be sure the Committee has the most complete record on file at the time of evaluation.

12 Form 1 — Questionnaire

The following is APT Construction Services' completed response to RFQ Form 1 — Questionnaire. APT acknowledges that the information contained in this Questionnaire will be relied upon by the Village in awarding this solicitation and warrants the information to be true.

Firm Name	**APT Construction Services**
Firm Address	12555 Orange Drive, Suite 106, Davie, Florida 33330
Firm Contact Information	Office: **(954) 668-2764** | Cell: (305) 987-2201 | Fax: (866) 260-1777 Email: info@aptconstructionservices.com
State License	Florida Certified General Contractor — CGC1517504 (active)
Firm Representative (name and title)	**Álvaro Yanguas** — President & Owner, APT Construction Services
Representative Contact Information	Office: (954) 668-2764 | Cell: (305) 987-2201 | Email: Alvaro@aptconstructionservices.com

Firm Type

☐ Individual ☐ Partnership ☑ **Corporation**

If Corporation

Date and Place of Incorporation	**January 30, 2007 — State of Florida**
President	Álvaro Yanguas
Vice President	Ana Yanguas
Treasurer	Álvaro Yanguas
Board of Directors	Álvaro Yanguas; Ana Yanguas
Resident Agent — Name	Álvaro Yanguas
Resident Agent — Address	12555 Orange Drive, Suite 106, Davie, Florida 33330 (as filed with FL Division of Corporations)

> **Per RFQ Form 1:** *"On a separate sheet of paper, please provide answers to the following questions [1–13]."* APT's responses to Questions 1–13 are provided on the following pages (**Form 1 — Questionnaire Responses (Separate Sheet)**). Project Lead contact for BHCA: **Daniel Rodríguez**, Senior PM — (786) 375-1345 — Daniel@aptconstructionservices.com.

SIGNATURES — IF CORPORATION

WITNESS

Signature

Print Name

CORPORATION

APT Construction Services

Print Name of Firm

12555 Orange Drive, Suite 106 • Davie, Florida 33330

Address

Álvaro Yanguas — President & Owner / Authorized Signatory

(CORPORATE SEAL)

13 Form 1 — Questionnaire Responses (Separate Sheet)

SEPARATE SHEET — ATTACHED PER RFQ FORM 1

RFQ Form 1 instructs: *"On a separate sheet of paper, please provide answers to the following questions [1–13]."* The thirteen responses below are APT Construction Services' separate-sheet attachment to Form 1. Form 1 itself appears on the preceding page.

1. Number of years of relevant experience.

Florida CGC since **January 30, 2007 (19+ years)**, license **CGC1517504**. Principal-level experience (Álvaro Yanguas) exceeds 25 years. APT is the **incumbent maintenance contractor** at Bal Harbor Estates under the BHCA's streetlight contract.

2. Names, titles, responsibilities, qualifications and certifications for all staff, employees, volunteers and/or subcontractors that would be involved in the provision of services.

Refer to Section 04 (Project Team & CVs) and Section 05 (Org Chart). Key personnel: **Álvaro Yanguas** (Principal — CGC), **Ana Yanguas** (VP), **Daniel Rodríguez** (Senior PM — Project Lead, single point of contact), **Pablo Cano** & **Abraham Morales** (Senior PM bench), **Camila Yanguas** (Purchasing), **Marlies Busnego** (Admin), **Ángela** (Accounting), plus named subcontractor partners (EC, Plumbing, HVAC, Roofing, Landscape, Irrigation). Field crews are journeyman/master-trade; OSHA 10/30 required.

3. Organizational chart for the Proposer firm.

Refer to Section 05 — Organizational Chart.

4. Proposer's qualifications and experience in the provision of general contracting services.

FL CGC since 2007 (19+ years); 500+ South Florida projects across residential, small commercial, and HOA common-area scopes. Self-performs general construction, concrete, carpentry, painting, stucco, waterproofing, and pressure washing; engages a named bench of FL-licensed subs for electrical, plumbing, HVAC, roofing, landscape, and irrigation. CVs in §04, references in §09, licenses/insurance in the Appendix.

5. Has the Proposer ever failed to complete a contract? If yes, please explain.

No.

6. Has the Proposer ever been a defendant in litigation arising out of the performance of a contract? If yes, please explain.

APT discloses no current litigation that would impair its ability to serve as the BHCA's general contractor. Any historical disputes are routine business matters resolved without judgment against the firm and without findings of contract default. Detail available to the Village under separate cover on request.

7. Has the Proposer ever been terminated from a contract for cause? If yes, please explain.

No.

8. Has the Proposer ever been debarred, suspended, or otherwise disqualified from contracting with any government entity? If yes, please explain.

No.

9. Has the Proposer or any of its principals filed for bankruptcy within the past five (5) years? If yes, please explain.

No.

10. Identify any potential conflicts of interest between the Proposer and the Village or BHCA.

APT discloses one fact for transparency: APT is the **incumbent maintenance contractor** for the BHCA's streetlight system, and has separately submitted a proposal under RFP No. 2026-01 for the design-build replacement of that same system. APT does not consider this a conflict — it is the source of the continuity advantages described throughout this proposal — but flags it for the Committee's record. APT has no business, family, or financial relationship with any Village Council member, BHCA Board member, Village staff member, or Village vendor that would create a conflict under any standard.

11. Has the Proposer, its principals, or any affiliate been the subject of any criminal investigation, indictment, or conviction? If yes, please explain.

No. See also Form 3 (Public Entity Crime Sworn Statement).

12. Has the Proposer been involved in any merger, acquisition, or change in ownership within the past five (5) years? If yes, please explain.

No. Ownership has remained with Álvaro Yanguas and Ana Yanguas continuously since incorporation in 2007.

13. Provide a list of all licenses, certifications, and registrations held by the Proposer that are relevant to the Services.

FL CGC #CGC1517504 (active, qualifying agent Álvaro Yanguas); FL Corporation in good standing since Jan 30, 2007; Workers' Compensation (statutory, FL-licensed carrier); General Liability $2,000,000/claim (meets RFQ §8); Auto Liability $2,000,000 CSL (meets RFQ §8); OSHA 10/30 across field crews; named subcontractor licenses (FL EC active, plus Plumbing, HVAC, Roofing, Landscape, Irrigation) provided at executed Agreement.

Statement of Truthfulness

The undersigned representative of APT Construction Services certifies that the information contained in this Form 1 Questionnaire and the accompanying Questionnaire Responses (Separate Sheet) is true and correct to the best of his knowledge as of the date of this Proposal, and acknowledges that the Village and the BHCA will rely on the information herein in awarding this solicitation.

AUTHORIZED SIGNATURE	DATE
	May 27, 2026
Signature — Álvaro Yanguas, President & Owner	Submission Date

14 Form 2 — Drug-Free Workplace Certification

Florida Statutes § 287.087 — Drug-Free Workplace Program Certification. Submitted in the form prescribed by RFQ Form 2.

> The undersigned vendor, in accordance with Florida Statutes § 287.087, hereby certifies that **APT Construction Services** does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that **APT Construction Services** complies fully with the above requirements.

AUTHORIZED SIGNATURE	DATE
	May 27, 2026
Signature — Álvaro Yanguas, President & Owner	Date of Signature
FIRM NAME	**TITLE**
APT Construction Services	**President & Owner**

15 Form 3 — Public Entity Crime Sworn Statement

Sworn statement pursuant to Florida Statutes § 287.133(3)(a) on Public Entity Crimes. Submitted in the form prescribed by RFQ Form 3. **This form must be signed before a notary public.**

State of Florida | County of Broward

1. This sworn statement is submitted to Bal Harbour Village, on behalf of the Bal Harbour Civic Association, by **Álvaro Yanguas**, President & Owner, for **APT Construction Services**, whose business address is 12555 Orange Drive, Suite 106, Davie, Florida 33330, and (if applicable) Federal Employer Identification Number (FEIN) on file with the Village; if the entity has no FEIN, the Social Security Number of the individual signing this sworn statement shall be provided under separate cover.
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
    a. A predecessor or successor of a person convicted of a public entity crime; or
    b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
6. Based on information and belief, the statement which I have marked below is true in relations to the entity submitting this sworn statement.

☑ **Neither** the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 (one) above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	DATE
	May ____, 2026
Signature — Álvaro Yanguas, President & Owner of APT Construction Services	Date signed before notary

Notary Acknowledgement

STATE OF FLORIDA | COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of May, 2026, by **Álvaro Yanguas**, as President & Owner of **APT Construction Services**, a Florida corporation, on behalf of the corporation. He is ☐ personally known to me or ☐ has produced _____ as identification.

NOTARY PUBLIC — STATE OF FLORIDA

Signature of Notary Public

Printed Name of Notary Public

NOTARY DETAILS

Commission Number

Commission Expires

Notary seal placement: *the official seal of the notary public must be affixed below or to the side of the notary signature block at the time of execution.*

16 Appendix — Licenses, Insurance & Acknowledgements

This Appendix gathers the supporting documentation referenced throughout the proposal. Original certificates and license cards are available for inspection on request.

Licenses & Registrations

Florida Certified General Contractor	**CGC1517504** — qualifying agent Álvaro Yanguas; license active and in good standing with the Florida DBPR. Copy on file; provided in printed Appendix at the time of submission.
Florida Corporation	APT Construction Services, Inc. — Florida corporation since January 30, 2007; in good standing with the Florida Division of Corporations.
Federal EIN	On file with the Village; provided under separate cover as required.
Local Business Tax Receipt — Town of Davie	Current and on file.
Subcontractor Licenses (named bench)	FL Electrical Contractor (EC, active); FL Plumbing Contractor; FL Mechanical/HVAC Contractor; FL Roofing Contractor; FL Landscape Contractor; FL Irrigation Contractor — copies provided at time of executed Agreement.

Insurance Compliance — RFQ §8

COVERAGE	RFQ §8 REQUIREMENT	APT COMPLIANCE
Workers' Compensation	Statutory + Employer's Liability; 30-day cancellation notice	✓ COMPLIES Statutory coverage with FL-authorized carrier; 30-day notice clause on policy
General Liability	$2,000,000 combined limit per claim; contractual coverage for indemnification	✓ COMPLIES $2,000,000 combined limit per claim; contractual liability endorsement in place
Comprehensive Auto Liability	$2,000,000 combined single limit — owned, hired, non-owned	✓ COMPLIES $2,000,000 CSL covering owned, hired, and non-owned vehicles
Carrier Best's Rating	Minimum B+:VI	✓ COMPLIES All carriers exceed B+:VI
Additional Insured	Village and BHCA named as additional insured on all policies (except WC and professional liability)	✓ WILL COMPLY Endorsement will be issued upon notice of award; certificates of insurance provided to the Village before contract execution
30-Day Cancellation Notice	30 days' prior written notice to Village before cancellation	✓ COMPLIES 30-day notice endorsement on all applicable policies

Acknowledgements & Acceptance of Terms

- **Pre-Proposal Site Visit (RFQ §5).** APT attended the mandatory on-site visit on April 22, 2026.
- **Service Specifications (RFQ §9).** APT accepts the location-of-work, acceptance, payment, safety, commencement, supplies-and-equipment, and inclement-weather terms as written, including the 24-hour remedy of defective work and the 10-day commencement requirement after executed Agreement.
- **Insurance Requirements (RFQ §8).** APT carries all coverages at or above the stated limits and will add the Village and the BHCA as additional insured upon award.
- **Protest Procedures (RFQ §10).** APT acknowledges the protest filing window, the $10,000 protest bond, and the appeal process to the Village Council. APT does not currently anticipate filing a protest.
- **Public Records.** APT acknowledges that this Proposal becomes a public record under Chapter 119, Florida Statutes, subject to disclosure consistent with the statute's exemptions.
- **90-Day Validity.** This Proposal is irrevocable for ninety (90) calendar days after the Proposal Submission Deadline.
- **No Contingency Fees.** APT certifies that no contingency fees, commissions, or similar payments have been or will be paid in connection with this Proposal.
- **No Unregistered Lobbyists.** APT has not engaged any unregistered lobbyists in connection with this RFQ.

Form 5 Distribution Acknowledgement

APT confirms that the Form 5 Performance Evaluation Letter and Survey were distributed unchanged to each of the five (5) client references identified in Section 09, with written instructions to submit the completed Survey directly to Mr. Magrisso by mail or email on or before May 27, 2026 at 3:00 p.m. APT consents to direct contact between the Evaluation Committee and each reference per RFQ §7.8.

APT Construction Services thanks the Bal Harbour Civic Association and the Village Evaluation Committee for the opportunity to be considered as the BHCA's General Contractor of Record. We are ready to begin work the day after a contract is executed.

BAL HARBOUR
CIVIC ASSOCIATION

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

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

The following directors were present virtually via Zoom:

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

The following director was absent:

- Daniel Mael, Secretary

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

Quorum was established.

The following actions were taken:

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

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

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

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

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

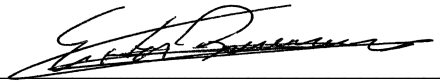
5. **RFQ – Architectural, Engineering, Mechanical, Civil & Landscape Services.** The Board approved the posting of a Request for Qualifications (RFQ) for architectural, engineering, mechanical, civil, and landscape professional services. The motion was approved unanimously, 4-0.

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

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

The Meeting was adjourned at 7:45 PM.

Dated as of March 10, 2026.



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

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION 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, WITH TWO ADDITIONAL OPTIONAL ONE-YEAR RENEWAL TERMS AT THE SOLE DISCRETION OF THE VILLAGE.

Issue:

Should the Village Council approve a Resolution authorizing the renewal of the agreement with Groisman, LLC for government relations and strategic consulting services?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

Groisman, LLC is a government relations and strategic consulting firm led by Gabriel Groisman, a former Village Councilmember and Mayor with experience in public policy and intergovernmental affairs at the local, state, and federal levels. The Village has worked with Mr. Groisman since early 2024.

During the past year, Groisman, LLC has assisted the Village with its legislative priorities, including state funding requests for infrastructure improvements. These efforts included the Camden Drive Sanitary Sewer Replacement project, which received its requested $748,188 appropriation in the FY 2026-27 State Budget. The firm has also provided updates on proposed legislation affecting the Village, including changes to the Live Local Act, property tax proposals, and other matters considered during the 2026 Florida Legislative Session.

The Village wishes to continue these services to support its ongoing legislative and intergovernmental priorities, including beach renourishment, Biscayne Bay, transportation, environmental initiatives, resiliency, and opportunities for grant funding. The monthly cost will remain $8,333, with no proposed increase during the optional renewal periods. Funding for the initial term is included in the FY 2026-27 budget.

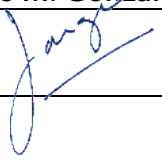
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	$100,000	Professional Services	01-19-503105 10-52-503105 40-36-503105

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: October 28, 2026

SUBJECT: **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.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Groisman, LLC is a boutique government affairs and strategic consulting firm with offices in South Florida and Washington, D.C., led by its founder and principal, Gabriel Groisman. Mr. Groisman is a practicing attorney, former Councilmember and Mayor of Bal Harbour Village, and an experienced advisor in complex public policy, litigation, and intergovernmental affairs at the local, state and federal levels.

Groisman, LLC provides targeted services across the areas of government relations, policy analysis, economic development, lobbying, and strategic consulting. Mr. Groisman is known for his deep experience in navigating complex regulatory environments, his extensive network at all levels of government at the local, state and federal levels, and his hands-on, client-focused approach. He works directly with municipal and government leaders to translate public sector challenges into actionable solutions.

The Village has retained the services of Mr. Groisman since early 2024 on a limited engagement through an agreement with the Village's outside counsel handling the legal matters regarding the Bal Harbour Shops Live Local application, working in tandem with the law offices of Mark, Ferrer & Haden. In addition, Mr. Groisman was very helpful in defending the award of an $8 million resiliency grant from the Florida Division of Emergency Management (FDEM) for the Village. Mr. Groisman engaged with FDEM leadership and the Florida Governor's Office and was able to resolve the matter quickly

and effectively. As a result of his intervention, the full grant was successfully awarded, allowing the Village to proceed with the project. This outcome highlights Bal Harbour's effectiveness in securing and protecting critical funding, with minimal reliance on local property tax dollars, demonstrating both fiscal responsibility and strategic foresight. On October 28, 2025, the Village Council approved a Professional Services Agreement with Groisman, LLC, formalizing this relationship and establishing a direct engagement with the Village. Since that time, Groisman, LLC has continued to provide government relations and strategic consulting services to the Village, and the Village now seeks to continue this relationship.

During the initial term of the agreement, Groisman, LLC represented the Village during the 2026 Florida Legislative Session and provided regular legislative reporting to Village leadership. The firm advocated for and coordinated the Village's two state appropriation requests, both sponsored by Representative Basabe and Senator Jones. The Camden Drive Sanitary Sewer Replacement request ($748,188) was included at $374,094 in the House budget and $598,188 in the Senate budget, and the Waterfront Overlook Platforms and Beach Access Improvements request ($750,000) was included at $350,000 in the Senate budget. After the Legislature concluded its regular session without adopting a state budget, the FY 2026-27 State Budget was finalized and signed by the Governor on June 29, 2026. The enacted budget includes the full $748,188 requested for the Camden Drive Sanitary Sewer Replacement project, an appropriation that survived the Governor's line-item veto review, which eliminated nearly $810 million statewide, including more than $95 million in locally requested projects in South Florida. The Waterfront Overlook Platforms and Beach Access Improvements request was not funded in the enacted budget. The firm also monitored and analyzed proposed Live Local Act legislation, including HB 1389, which proposed to remove the ability of local governments to opt out of ad valorem tax exemptions for affordable housing, require accessory dwelling units by right, and prohibit height restrictions stricter than underlying zoning; reported on House, Senate, and Governor's proposals to reduce or eliminate non-school property taxes and their potential implications for municipal governments; and tracked state budget negotiations and other legislation affecting Village priorities.

ANALYSIS

Groisman, LLC offers a highly qualified and experienced approach to government relations and strategic consulting that aligns with the Village's ongoing needs. Mr. Groisman has nearly two decades of combined legal, civic, and consulting experience, including his time spent on the Village Council and as Mayor of Bal Harbour Village. His firm is uniquely positioned to support the Village in navigating the complexities of local, state, and federal government processes. Mr. Groisman's track record includes not only successful legislative initiatives but also strategic problem-solving with regulatory agencies and executive offices. His relationships and access to several key state agencies, such as the Florida Department of Transportation (FDOT), the Florida Division of Emergency Management (FDEM), and the Department of Environmental Resource Management (DERM), are valuable in the Village's ongoing efforts related to these issues. The resolution of the Village's $8 million FDEM grant issue demonstrated Mr. Groisman's effectiveness in

securing critical funding for the Village. Mr. Groisman engaged directly with agency leadership and the Governor's Office to remove objections and facilitate full execution of the contract, which had stalled. His ability to deliver a timely and favorable outcome highlights the value of continuing his services under the agreement. His work during the 2026 Legislative Session, including successful advocacy for the full $748,188 Camden Drive Sanitary Sewer Replacement appropriation in the enacted FY 2026-27 State Budget and providing timely analysis of Live Local Act and property tax proposals, further demonstrates the benefit of ongoing, consistent representation in Tallahassee.

Going forward, Groisman, LLC will continue to provide ongoing representation of the Village, direct access to decision-makers, and coordination with county, state and federal agencies, help secure critical funding and legislative support at the county, state and federal levels, and serve as a proactive advisor to Village leadership on matters of public policy, intergovernmental affairs, and the Village's strategic priorities. Specifically, his areas of focus will include issues and efforts related to ongoing beach renourishment, transportation, environmental, resiliency and the securing of grant allocations and funding, including advocacy for the Village's future state appropriation requests. Continuity of representation is particularly valuable as the State continues to consider property tax proposals that could significantly affect municipal revenues, as well as further changes to the Live Local Act that bear directly on land use matters in the Village.

Services provided by Groisman, LLC will be in addition to the lobbying services at the state level with Ron Book, LLC, the Village's longtime lobbyist on state issues with the Florida Legislature.

The monthly retainer for Groisman, LLC will remain $8,333, consistent with the current agreement, and no increase is proposed for either optional renewal year. Funding for the initial term is included in the FY 2026-27 budget, and funding for any renewal term will be subject to appropriation in the applicable fiscal year budget.

THE BAL HARBOUR EXPERIENCE

The core elements of *The Bal Harbour Experience* – a beautiful environment and a strong public safety model – reflect the kind of community-driven priorities the Village is working to advance. The strategic government relations and lobbying services provided by Groisman, LLC will help support these goals by advocating for funding opportunities, engaging with county, state and federal agencies, and aligning external policy initiatives with the Village's vision. Through the continuation of this engagement, the Village will be better positioned to implement long-term strategic initiatives that enhance quality of life, promote resilience, and reinforce the distinct character of the Village.

CONCLUSION

Based on the demonstrated effectiveness of Groisman, LLC in advancing the Village's interests and the firm's extensive experience in public policy and intergovernmental affairs, it is recommended that the Village Council approve the renewal of the professional services agreement with Groisman, LLC for an initial one-year term commencing October 1, 2026, with two additional optional one-year renewal terms exercisable solely at the discretion of the Village. Continuing this relationship will provide the Village with a dedicated resource for navigating complex governmental processes, securing funding opportunities, and supporting strategic initiatives at the local, state, and federal levels, while the renewal structure provides continuity of services and preserves the Village's discretion to continue or discontinue services at the end of each term.

Attachments:

1. Professional Services Agreement with Groisman, LLC

RESOLUTION NO. 2026-____

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.

WHEREAS, Groisman, LLC is a government affairs and strategic consulting firm led by Gabriel Groisman, with extensive experience in public policy, legislative advocacy, and intergovernmental affairs; and

WHEREAS, the firm has successfully represented the Village in resolving complex matters with state agencies, resulting in the protection and advancement of critical funding opportunities that support Village priorities; and

WHEREAS, on October 28, 2025, the Village Council approved a Professional Services Agreement with Groisman, LLC (the "Agreement") to formalize the Village's ongoing relationship with the firm for government relations and strategic consulting services that support the Village's legislative, funding, and strategic objectives; and

WHEREAS, during the initial term of the Agreement, Groisman, LLC has provided continued legislative advocacy on behalf of the Village, including during the 2026 Florida Legislative Session, along with intergovernmental coordination, legislative and state budget reporting, and support of Village priorities, including the Village's successful request for a $748,188 state appropriation for the Camden Drive Sanitary Sewer Replacement project in the FY 2026-27 State Budget; and

WHEREAS, the Village desires to renew the Agreement to ensure continuity of these services for an initial one-year term commencing October 1, 2026 and ending September 30, 2027, with two additional optional one-year renewal terms, from October

1, 2027 through September 30, 2028, and from October 1, 2028 through September 30, 2029, each exercisable solely at the option and discretion of the Village, for a maximum potential duration of three years; and

WHEREAS, the Village Manager recommends approval of the renewal of the Agreement, including the optional renewal terms, to continue advancing the Village's interests at the local, state, and federal levels;

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

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

Section 2. Approval. The Village Council hereby approves the renewal of the Agreement with Groisman, LLC for government relations and strategic consulting services for a one-year term commencing October 1, 2026, and ending September 30, 2027, at a monthly cost of $8,333, with the option to renew for two additional one-year terms at the same monthly cost, at the Village's sole discretion. The Village Manager is hereby authorized to execute the Agreement and exercise the renewal options on behalf of the Village, subject to the availability of budgeted funds and approval as to form and legal sufficiency by the Village Attorney.

Section 3. Funding. That funding for the government relations and strategic consulting services for the initial term, totaling $100,000, shall be provided from the FY 2026-27 General Fund Budget, Resort Tax Budget, and Utility Fund Budget, and funding for each optional renewal term shall be subject to appropriation in the applicable fiscal year budget.

Section 4. Authorization. The Village Manager is authorized to execute the Agreement, to exercise the optional renewal terms in accordance with Section 2, and to take all necessary actions to implement its terms.

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

PASSED AND ADOPTED this 28th day of October, 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.

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, an independent contractor Groisman, LLC ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Consultant has extensive experience in public policy, legislative advocacy, and intergovernmental affairs and has successfully represented the Village in resolving complex matters with state agencies; and

WHEREAS, the Village desires to formalize its ongoing relationship with Consultant by entering into an agreement with Consultant for the provision of these services.

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

I. **SCOPE OF SERVICES**. Consultant shall provide government relations and strategic consulting services ("Services" or "Work") to the Village, including legislative advocacy, intergovernmental coordination, public policy analysis, assistance with identifying and securing funding opportunities, and strategic advice on matters affecting the Village's interests and priorities, as requested by the Village.

II. **TERM.** This Agreement shall commence on October 1, 2026 and shall continue through the end of the Fiscal Year 2026-2027 on September 30, 2027, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

III. **PAYMENT.** In consideration of Consultant's completion of the Services rendered hereunder, the Village shall pay to Consultant a monthly fee in the amount of Eight Thousand Three Hundred Thirty-Three Dollars and Zero Cents ($8,333.00) for a period of twelve months. Additional services shall not be provided without the Village's prior written approval and such approval shall be subject to the Village's execution of a Scope Change document, provided under separate cover.

All Services performed shall be invoiced to the Village. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered

(and referenced in the particular invoice).

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 constitutes the entire agreement between the Parties. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the

duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

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

Consultant shall be responsible for technical deficiency in the Service deliverables due to errors and omissions for two years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION

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

XII. SCRUTINIZED COMPANIES

A. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the 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.

XIII. NOTICES.

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

To 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 33312

To Consultant: Gabriel Groisman
Groisman, LLC
1135 Kane Concourse, Third Floor
Bay Harbor Islands, FL 33154

XIV. COMPLIANCE WITH LAWS.

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

XV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out

in this Agreement, without the prior written consent of the other party.

XVI. SURVIVAL OF TERMS.

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

XVII. GOVERNING LAWS.

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

XVIII. NO CONTINGENT FEES.

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

XIX. WAIVER.

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

XX. 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.

XXI. 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.

XXII. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

XXIII. 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.

XXIV. 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:
Gabriel Groisman
Groisman, LLC
1135 Kane Concourse, 3rd Floor
Bay Harbor Islands, FL 33154

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

By: _____
Gabriel Groisman

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: _____

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION 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.

Issue:

Should the Council adopt the proposed Resolution approving the Waiver of Plat, subject to the conditions stated in the Resolution?

The Bal Harbour Experience:

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

Item Summary / Recommendation:

The approximately 45,485-square-foot, 1.044-acre property located at 44 Bal Bay Dr, is developed as one single-family homesite and consists of two original platted lots. The current owners acquired the property in 2005 and began discussing a potential lot split with Village staff in summer 2025.

On May 19, 2026, the Village Council adopted zoning amendments establishing numerical minimum lot standards. Newly created R-1 lots must contain at least 15,000 square feet and provide at least 70 feet of street frontage.

This item approves the waiver of plat, subject to the conditions stated in the Resolution. Village approval will allow the applicant to proceed to Miami Dade County for final review and acceptance subject to all stated conditions.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

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: October 28, 2026

SUBJECT: **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.**

ADMINISTRATIVE RECOMMENDATION

Staff recommends adoption of the proposed Resolution approving the Waiver of Plat, subject to the conditions stated in the Resolution.

BACKGROUND

The approximately 45,485-square-foot, 1.044-acre property located at 44 Bal Bay Dr is developed as a single-family homesite and consists of two original platted lots. The current owners acquired the property in 2005 and began discussing a potential lot split with Village staff in summer 2025. Village staff determined that the prior zoning language relied on the original recorded plat and did not establish clear numerical minimum lot sizes and widths for the R-1 and R-2 districts. Council began discussing the policy issue in November 2025, followed by an inventory and analysis of platted lots.

On May 19, 2026, the Village Council adopted zoning amendments establishing numerical minimum lot standards. Newly created R-1 lots must contain at least 15,000 square feet and provide at least 70 feet of street frontage. Section 14-3 of the Village Code adopts the subdivision and platting regulations in Chapter 28 of the Miami-Dade County Code by reference. The Village must act on the waiver request before the application proceeds to Miami-Dade County for final review and acceptance.

ANALYSIS

The applicants and owners are Richard B. Alman and Robin Z. Alman. The property at 44 Bal Bay Drive is legally described as Lots 5 and 6, Block 1, Residential Section of Bal Harbour, Plat Book 44, Page 98, Miami-Dade County Public Records. The property contains approximately 45,485 square feet, or 1.044 acres, with 210.81 feet of total

street frontage. The application would reconfigure the two platted lots into three single-family residential parcels through a waiver of plat.

Proposed Parcel 1 would contain approximately 15,100 square feet with 70.27 feet of street width; Proposed Parcel 2 would contain approximately 15,105 square feet with 70.27 feet of street width; and Proposed Parcel 3 would contain approximately 15,280 square feet with 70.27 feet of street width. Each parcel exceeds the minimum R-1 area and width requirements. Access would remain from Bal Bay Drive. No additional roadway right-of-way is required, and potable water, sanitary sewer, stormwater, electrical, and other utilities are available within Bal Bay Drive.

The property has a Low Density Residential future land-use designation, allowing zero to six dwelling units per acre, and is zoned R-1 Single-Family Residential. The proposed three-lot configuration is consistent with the applicable density limitation. The Village Planner verified that the proposed waiver would create three lots that satisfy the minimum lot-size standards adopted in 2026. The proposed single-family residential use is consistent with the Village Code and Comprehensive Plan. Any future development must independently comply with all R-1 requirements, including density, height, minimum floor area, setbacks, lot coverage, parking, landscaping, and construction standards, without variances.

Approval is subject to the following conditions: applicant-proposed or County-required modifications must be reviewed and approved by the Village, although the Village Manager or designee may administratively approve minor modifications or corrections; Miami-Dade County must complete its final review and acceptance before building permits may be issued for the newly created lots; each lot must comply with all applicable R-1 and other Village Code requirements without variances; required utility easements must be provided for the adjoining portion of the Bal Bay Drive right-of-way in a form acceptable to the Village Attorney; consistent with the Applicant's representation, the dock adjacent to each newly created lot must be conveyed with title to that lot; and all applicable state and federal permits must be obtained before development begins. Noncompliance is subject to Village Code enforcement and available penalties and remedies, including revocations where authorized. The proposed Resolution documents these requirements.

THE BAL HARBOUR EXPERIENCE

This request implements the Village's adopted residential development standards through a defined local and County review process. Requiring code-compliant lots, coordinated review, and compliance with all development conditions supports orderly implementation and the established residential character of Bal Harbour Village.

CONCLUSION

The Village Planner determined that the application would create three code-compliant R-1 lots consistent with the Village Code and Comprehensive Plan. Village approval would authorize the applicant to proceed to Miami-Dade County for final review and acceptance, subject to all stated conditions. Staff therefore recommends approval of the Resolution.

Attachments:

1. Village Planner Staff Report dated August 12, 2026.

RESOLUTION NO. 2026-____

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.

WHEREAS, Richard B. Alman and Robin Z. Alman (collectively, the "Applicant") are the owners of certain real property located at 44 Bal Bay Drive, legally described as Lots 5 and 6, Block 1, Residential Section of Bal Harbour, according to the plat thereof, as recorded in Plat Book 44, Page 98, of the Public Records of Miami-Dade County, Florida (the "Property"); and

WHEREAS, the Property consists of approximately 45,485 square feet, or 1.044 acres, and is currently developed as a single-family homesite; and

WHEREAS, the Applicant has submitted an application for a Waiver of Plat (the "Application") seeking to divide the Property into three single-family residential lots, as depicted on the waiver of plat survey submitted with the Application; and

WHEREAS, pursuant to Section 14-3 of the Village Code, the Village has adopted by reference Chapter 28, "Subdivisions," of the Code of Miami-Dade County, including the provisions governing waivers of plat; and

WHEREAS, the Property is located within the R-1 Single-Family Residential District, and Section 21-98 of the Village Code requires newly created lots within the R-1 District to contain a minimum lot area of 15,000 square feet and a minimum lot width of 70 feet at the street frontage; and

WHEREAS, the Village Planner has reviewed the Application and determined that each of the three proposed lots satisfies the minimum lot area and lot width requirements applicable to property within the R-1 Single-Family Residential District; and

WHEREAS, the Village Planner has further determined that the proposed use of the Property for single-family residential lots is consistent with the Village Code and the Village Comprehensive Plan; and

WHEREAS, the Village Council has considered the Application, the waiver of plat survey, the Village Planner's staff report, the recommendations of Village staff, the evidence and testimony presented at the public hearing, and all other information contained in the record; and

WHEREAS, based upon competent substantial evidence in the record, the Village Council finds that the Application complies with the applicable requirements of the Village Code and Village Comprehensive Plan and approval of the Application, subject to the conditions set forth herein, is appropriate.

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. Waiver of Plat Approved. That the Village Council hereby approves the Waiver of Plat Application submitted by Richard B. Alman and Robin Z. Alman for the Property located at 44 Bal Bay Drive, consisting of Lots 5 and 6, Block 1, Residential Section of Bal Harbour, to create three single-family residential lots, substantially in accordance with the waiver of plat survey, attached as Exhibit "A."

Section 3. Conditions. That the approval granted by this Resolution is subject to the Applicant's compliance with the following conditions, to which the Applicant stipulated at the public hearing:

1. Any modifications to the approved Waiver of Plat proposed by the Applicant or required by Miami-Dade County shall be reviewed and approved by the Village. Minor modifications or corrections may be administratively approved by the Village Manager or designee.

2. The Applicant shall submit the Village-approved Waiver of Plat to Miami-Dade County for final review and acceptance, and such final review and acceptance shall be

obtained prior to the issuance of any building permits for development of the newly created lots.

3. Development of each lot created by the Waiver of Plat shall comply with all applicable provisions of the Village Code, including, without limitation, the maximum density, maximum building height, minimum floor area, setbacks, maximum lot coverage, off-street parking, landscaping, and construction requirements applicable to the R-1 Single-Family Residential District, without variances.

4. The Applicant shall provide all utility easements required by the Village for the portion of the Bal Bay Drive right-of-way adjoining the Property, in a form acceptable to the Village Attorney.

5. The Applicant shall convey title to the dock adjacent to each newly created lot to the person or entity acquiring title to such lot at the time the applicable lot is conveyed.

6. Pursuant to Section 166.033, Florida Statutes, all applicable state and federal permits must be obtained before commencement of development. Issuance of a development permit by the Village does not create any right on the part of the Applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the Village for issuance of the permit if the Applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

Section 4. Violations of Conditions. That the failure to adhere to the terms and conditions of approval set forth herein shall constitute a violation of the Village Code and shall be subject to enforcement and any applicable penalties and remedies provided by the Village Code and applicable law, including, where authorized, revocation of the approval granted by this Resolution. The Applicant shall remain responsible for compliance with all other applicable requirements of the Village Code and applicable law prior to development of the Property.

Section 5. Implementation. That the Village Manager or designee is hereby authorized to take all actions necessary to implement this Resolution.

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

PASSED AND ADOPTED this 28th day of October, 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.

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

BAL HARBOUR VILLAGE
COMMUNITY DEVELOPMENT
MEMORANDUM

To: **Jorge M. Gonzalez – Village Manager**
Eliezer Palacio – Building Official / Director
Susan Trevarthen, Esq. @ WSH – Village Attorney
Bal Harbour Village

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

Date: **August 12th, 2026**

Subject: **Waiver of Plat Application**
Richard B. Alman & Robin Z. Alman
Lots 5 & 6, Block 1, Residential Section of Bal Harbour (PB 44 Pg 98 MDCR)
Currently Known as 44 Bal Bay Drive (One Single-Family Homesite)
MMPA Project No.: 00-1103-0100

RECOMMENDED VILLAGE COUNCIL ACTION

MMPA recommends the Village consider the contents of this staff report in their deliberations of the proposed Waiver of Plat application for Lots 5 & 6, Block 1, of the Residential Section of Bal Harbour (PB 44 / PG 98 MDCR) to create 3 single-family lots for the reasons stated herein.

BACKGROUND INFORMATION

Land Use Designation: **RL Low Density Residential (0-6 DUA)**

Existing Zoning District: **R-1 Single Family Residential**

Legal Description: **Lots 5 and 6, Block 1, Residential Section of Bal Harbour, according to the plat thereof, as recorded in Plat Book 44 at Page 98 of the Public Records of Miami-Dade County, Florida.**

General Location: **West of Bal Bay Drive / Approx. 215' Northwest of Park Drive**

Size of Property: **45,485 SF / 1.044+/- Acres**

OVERVIEW

The subject site was platted / developed many years ago (1946) as part of the master-planned community of Bal Harbour Village. It appears from the Miami-Dade County public records that the site was originally developed as a single-family home estate on three (3) lots (Lots 5, 6 & 7), although the date of that original construction and details of the previous home / other improvements is not listed. In 1985 the landowners at that time sold the 3-lot estate to another owner (M/M Karp). Later in 1985 M/M Karp sold Lot 7 (now 56 BBD) to another owner (O'Conner) retaining ownership of Lots 5 & 6. According to the MDCR public records, in 1988 the current single-family home was built on Lots 5 & 6, including the tennis court. Over the years a number of other miscellaneous improvements were made (2013 last improvements noted). The current owners (M/M Alman) acquired the site in 2005 according to the M-D public records. In the summer of 2025, the Almans began to inquire from Village staff / MMPA if the site could be split and redeveloped. Research was done by Village staff / MMPA / WSH and based on the Village's Zoning Code provisions staff opined the existing Code language (since 1974 original Zoning Code) stated that all lots must remain generally as originally platted (lot area / width). Over the years none of the original single-family platted lots have been re-platted; however, some lots were split (in half / similar) and added to adjoining lots creating larger sites. In the last few years (2015-2018) the Village approved two (2) Waiver of Plat applications involving portions of Tract "E" which is the Yacht Basin parcel, as allowed by the Code. Within the Village's PC Zoning District single-family homes are allowed if they meet the size requirements of the R-1 Single Family District (waterfront lots). Three (3) new lots were created on the north side of the Yacht Basin and one (1) lot was created on the south side of the Yacht Basin. As required, all of those new lots exceeded the average R-1 District lot sizes. Staff has often found the Zoning Code language somewhat unclear / vague about minimum lot sizes as related to lot splits / joinders. This issue was initially discussed at the November 2025 Village Council meeting as a policy matter and at subsequent Village Council meetings. An inventory of all platted was undertaken by MMPA and recommendations given to the Administrative Staff / Village Council to establish minimum numerical lot sizes for both the R-1 (waterfront) and R-2 (dry lot) Zoning Districts. An Ordinance adopting those Code amendments was adopted on final reading on May 19th, 2026. In early April 2026 a law firm retained by the Alman's (LSN Law) attempted to file a Waiver of Plat application with the Village; however, staff opined that since the Code was not amended as yet to allow a lot split with lots smaller than platted, and there was a possibility the Code may not be amended, staff deemed the application premature, and the application was not accepted. As stated above, the Village Council decided to adopt the Code amendment on May 19th, 2026, that could allow the Alman's lot split (from 2 lots into 3 lots), as the new Code amendment included new dimensional lot criteria that could be met.

Subsequently, Village staff / MMPA coordinated with LSN Law (Weslley J. Hevia, Esq.) on the application minimum content and expected procedures, based on the Village's experience with the Tract "E" Waiver of Plat applications.

Further, the Village Code (Sec. 14-3 adopted in 1990) states that the Village adopted by reference the Miami-Dade Subdivision Code & Procedures, which the Village used for the previous Waiver of Plat applications.

Finally, potentially complicating the matter during the 2025 Florida Legislative Session, SB 784 was adopted that revised the Florida Statute provisions on subdivision platting. The state's intent was to make platting / subdivision activities more of an administrative function and less political if the design met the code criteria. Subsequently, cities / counties throughout the state had to hurriedly review / update their Codes to comply with the new state law. SB 784 included a new provision in Chapter 177.071(5) that states that "any provision in a County Charter, or in an ordinance of any charter county or consolidated government chartered under Sec. 6(e), Article VII of the Florida Constitution, which provision is inconsistent with anything contained in this section shall prevail in such charter county or consolidated government to the extent of such inconsistency". The Miami-Dade County Attorney's Office reviewed this matter and ordered that Miami-Dade staff / applicants for subdivision platting activities must continue to follow / utilize the County's existing Subdivision regulations found in Chapter 28 and was not bound by the new Florida Statute changes, as Miami-Dade is a Home Rule Chartered County per the above cited Article of the Florida Constitution. Recent conversations with the Miami-Dade County Engineering / Platting staff confirmed the new Waiver of Plat application, and all subsequent platting applications must still follow the Miami-Dade Code requirements. This involves reviews / public meetings by both the local governments in the County and the Miami-Dade Board of County Commissioners for final approval.

PROJECT DESCRIPTION

The current Waiver of Plat (Alman) drawing includes Lots 5 and 6, Block 1 of the original 1946 plat, which totals 45,485 sq. ft. / 1.044 acres. The total street frontage width is 210.81 feet. The new R-1 District Zoning Code requirement adopted on May 19th, 2026, requires that any new lot must include a minimum of 15,000 sq. ft. of lot area and the lot must be at least 70 feet in width at the street property line. The applicant's proposal is to split the existing two (2) platted lots into three (3) lots. Each new lot (referred to as a "Parcel") exceeds the Village's new lot size criteria. Parcel 1 (northernmost) is 15,100 sq. ft. & 70.27 feet wide. Parcel 2 (middle site) is 15,105 sq. ft. & 70.27 feet wide. Parcel 3 (southernmost) is 15,280 sq. ft. & 70.27 feet wide.

The applicant has stated they will convey the title to the docks adjacent to each lot to the person or entity acquiring title to that lot, at the time each lot is conveyed.

LAND USE AND ZONING ISSUES

Although the vast majority of single-family homesites are built on single (one) platted lot, there are instances of people building homes on multiple sites comprised of 2, 3 or more platted lots, and in some cases 3 adjoining platted lots were made into 2 development sites with 1½ lots each. The Code provisions worked adequately over the years; however, there is occasionally uncertainty about numerical dimensions and minimum lot square footages. Due to the long standing Code language that did not include numerical criteria for a minimum lot area or street frontage width, as most municipal Codes do, the Village recently undertook the task of

tabulating all of the existing platted R-1 Single Family Waterfront lot areas, lot widths and other dimensional measurements. Similar to the R-1 District Code provisions, the R-2 Single Family (interior dry lot) Code provisions are the same – referring to the plat. Staff believed that numerical criteria should be established in both districts for clarity and to guide future development. Therefore, staff also undertook the task of tabulating samples of the existing platted R-2 Single Family (dry lots) areas, lot widths and other dimensional measurements.

Currently, the Village's two (2) single-family districts have lot sizes that are very different. In the R-1 District the average lot size is about 100' wide with about 20,000 SF each with variations due to roadway curves / pie lots / etc. The smallest R-1 lot is just over 15,000 SF. In the R-2 District dry lot areas the average lots are about 10,000 – 12,000 SF with about 80' lot width average, again with variations due to roadway curves / pie lots / cul de sac lots / etc. The smallest R-2 lot is just over 10,000 SF. The applicable lot area and widths should relate to each district due to the vast differences. Some development sites appear to be over 20,000 SF but many of those (especially in the R-2 areas) are actually multiple lots with one house.

MMPA / staff suggested that 15,000 SF should be used as the minimum lot area in the R-1 District and that 10,000 SF should be used as the minimum lot area in the R-2 District. Further, it was suggested based on the platted lots that the minimum lot width for the R-1 District should be 70' and 60' for the R-2 lots, as there are few cul dec sacs in the neighborhood. Such lots are so-called "pie lots" with smaller roadway frontages and much wider rear areas. It was suggested in both districts the Village should adopt separate criteria for cul de sac lots, which has now been adopted.

ANALYSIS

As stated above, after detailed study and analysis by staff, on May 19th, 2026 the Village Council adopted on final reading amendments to the Village's R-1 and R-2 Singe-Family Residential Zoning Districts to create numerical standards for lot sizes for possible future redevelopment.

As applied to the Alman's recent 44 Bal Bay Drive Waiver of Plat application, MMPA / other staff have reviewed the proposed re-subdivision Waiver of Plat drawing and other the documents submitted for consideration. MMPA has verified the Waiver of Plat drawing would create three (3) Code compliant lots out of the two (2) existing original platted lots (Lots 5 and 6 of Block 1).

Within the Village's Comprehensive Plan Future Land Use Element (FLUE), the following excerpt was found in the in the Goals, Objectives and Policy section:

Future Land Use Element Goal #2:

- Maintain the existing character of the Village while honoring the Future Land Use Map.

Zoning

Section 21-98 sets forth the applicable land development regulations for single-family home development in the R-1 Single-Family Residential District. Section 21-123 sets forth the applicable land development regulations for single-family home development in the R-2 Single-Family Residential District. In this instance, the subject site is completely within the R-1 Single-Family Residential District. MMPA has verified the requested Waiver of Plat would create code-compliant lots meeting the Village's new Lot Size requirements. All other applicable land development regulations will apply such as maximum density, maximum building height, minimum floor area, setbacks and maximum lot coverage set forth in the R-1 Single-Family Residential District, without any variances.

Following are the proposed lot sizes:

	Lot Sizes	Street Width	Seawall Width
Parcel 1	15,000 sq. ft. / .344 acres	70.27 feet	68.41 feet
Parcel 2	15,105 sq. ft. / .346 acres	70.27 feet	65.85 feet
Parcel 3	15,280 sq. ft. / .351 acres	70.27 feet	65.74 feet

Therefore, the lot sizes exceed the minimum Code requirements.

RIGHT-OF-WAY AND ACCESS DESCRIPTION

The applicant is proposing to access the adjoining roadway (Bal Bay Drive). No additional road right-of-way is necessary.

INFRASTRUCTURE

There are already potable water, sanitary sewer, stormwater and electrical / other utilities existing in Bal Bay Drive.

Within the adjoining Bal Bay Drive platted right-of-way (and other streets in the community) the original plat dedication language granted to the future owners within the plat the roadways, as well as certain utility easements on several lots; however, the plat language did not properly address easement rights for utilities under the roadways, only that all utilities had to be placed underground. The Village now requires that it receive utility easements for that portion (½ of right-of-way) of Bal Bay Drive adjoining each development site for the existing and future utilities (maintenance / repairs / replacement).

SUBDIVISION / WAIVER OF PLAT REGULATIONS

Section 14-3 of the Village Code states as follows:

Sec. 14-3. - Subdivision and platting regulations.

Bal Harbour Village adopts by reference Chapter 28, Subdivisions, of the Code of Metropolitan Dade County, Florida (Metropolitan Dade County Ordinance No. 77-6, Section 1 and subsequent amendments).

Section 28-4.1 of the Miami-Dade County Code states as follows:

Sec. 28-4.1. - Same—Procedure for waiver of plat.

(a) To determine if the waiving of the requirement for platting would not conflict with the purpose and intent of this chapter, and the exceptions contained in Section 28-4 are applicable, a waiver of plat survey shall be submitted by the property owner.

(b) A waiver of plat application shall be submitted, signed by the owner and notarized on the form prescribed by the plat division of the appropriate authority.

(c) The waiver of plat survey shall be prepared by a land surveyor registered in the State of Florida and shall bear the embossed seal of the land surveyor.

(d) The waiver of plat survey shall include the following items, unless waived by the plat division of the appropriate authority:

(1) Legal description of the parent tract.

(2) Legal description of each parcel to be created.

(3) Location of property lines, existing easements, buildings, watercourses and other essential features.

(4) The location of any existing sewers and water mains, or any underground or overhead utilities, culverts and drains on the property to be subdivided.

(5) Location, names and present widths of existing and proposed streets, highways, easements, building lines, alleys, parks and other open public spaces and similar facts regarding property immediately adjacent.

(6) Date of field survey, north point and graphic scale.

(7) The width and location of all streets or other public ways proposed by the developer.

(8) The proposed lot lines with dimensions.

(9) Existing ground elevations of the property and extending not less than twenty-five (25) feet beyond the boundaries of property.

(10) Existing easements or restrictions shown on underlying plat shall be shown.

(11) The location of all buildings, swimming pools, slabs, fences and other permanent structures on the adjacent properties that would be nonconforming with the creation of this division of land.

(e) The property owner shall pay such fees as may be prescribed for checking the waiver of plat and investigating such matters concerning it as may be required.

(f) The property owner shall submit a current opinion of title from any attorney authorized to practice law in this State with the submittal of the waiver of plat application.

(g) Prior to the approval of the waiver of plat the property owner shall submit appropriate documentation showing the consent of any mortgage holders to the adoption of the waiver of plat.

(h) Certification from the County that all taxes and assessments have been paid on the land within the proposed waiver of plat or receipted tax bills prior to the approval of the waiver of plat.

(i) The property owner shall pay clerk's fees for the recordation of the governing body's resolution that approved the waiver of plat.

(j) The property owner shall comply with all the County's Plat Committee requirements within 60 days of the recommendation for approval by the County's Plat Committee. If the property owner fails to comply with said requirements within the time prescribed, the Chief of Public Works and Waste Management's Land Development Division, or designee, shall notify the property owner that the recommendation for approval of the waiver of plat is rescinded.

MMPA has coordinated with the applicant’s attorney / surveyor to ensure all of the Village Code provisions have been complied with.

MMPA contacted the Miami-Dade County staff for processing information. As this request is being made in a municipality the local government (Village) must approve the Waiver of Plat first. This action must be by Ordinance or Resolution (preferred). As plats are approved by the Village staff feels this request should be reviewed / approved by the Village Council.

SUMMARY / SUGGESTED CONDITIONS

MMPA has coordinated with the applicant's representatives and other Village staff on the review of this Waiver of Plat application. The proposed parcel sizes exceed the Village's minimum lot size requirements. The proposed use of single-family residential lots complies with the Zoning Code allowances and Comprehensive Plan.

MMPA recommends the Village consider the following conditions if the Waiver of Plat is approved:

1. Once the Village approves the Waiver of Plat, any further modifications desired by the applicant or required by the County must be reviewed and approved by the Village. Minor modifications / corrections may be approved by the Village Planner & staff.

2. If the Waiver of Plat is approved by the Village, it must be submitted to Miami-Dade County for final review and acceptance, prior to the issuance of building permits.

3. The applicant shall comply with all applicable Village Land Development criteria, such as maximum density, maximum building height, minimum floor area, setbacks and maximum lot coverage set forth in the R-1 Single-Family Residential District, as well as off-street parking, landscaping and construction regulations, without any variances.

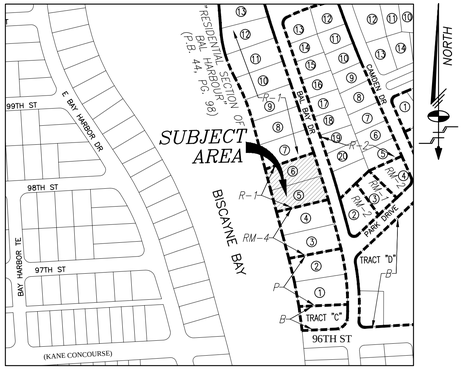
GENERAL LEGEND:

AERIAL TARGET
ALUMINUM LIGHT POST
ALUMINUM LIGHT POST (SINGLE)
ALUMINUM LIGHT POST (DOUBLE)
ALUMINUM LIGHT POST (TRIPLE)
ALUMINUM LIGHT POST (QUAD)
ANCHOR/GUY WIRE
BACKFLOW PREVENTER ASSEMBLY
CATV CABLE TELEVISION BOX
CB CATCH BASIN
CB CATCH BASIN F-3
CENTERLINE
CHECK VALVE ASSEMBLY
COLUMN (CIRCULAR)
COLUMN (SQUARE)
CONCRETE LIGHT POLE
CONCRETE LIGHT POLE (DOUBLE)
CPP CONCRETE POWER POLE
CONTROL POINT
COMMUNICATION PULL BOX
CURB INLET
DOUBLE DETECTOR CHECK VALVE
DRAIN (CIRCULAR OR SQUARE)
ELECTRIC BOX (ABOVE GROUND)
ELECTRIC PULL BOX (BELOW GROUND)
ELECTRIC HAND HOLE
E ELECTRIC OUTLET
ELEVATIONS (SEE NOTES FOR DATUM)
FIRE HYDRANT
FIRE LINE SIAMESE CONNECTION
FIRE LINE CONNECTION
FLAGPOLE
FLOW LINE
FORCE MAIN MANHOLE
FORCE MAIN VALVE
F.P.L. ELECTRIC MANHOLE
F.P.L. FIBER NETWORK
F.P.L. TRANSMISSION POLE
GAS MANHOLE
GAS METER
GAS PUMP
GAS VALVE
GREASE TRAP MANHOLE
GROUND LIGHTING
GUARD POST, BOLLARD
IRRIGATION HAND HOLE
IRRIGATION VALVE
MAILBOX
MONITORING WELL
DEWATERING WELL
MONUMENT LINE
P-S INLET
P-6 INLET
PARKING METER
PEDESTRIAN CROSSING SIGNAL
PRM PERMANENT REFERENCE MONUMENT
POST INDICATOR VALVE
VACUUM BREAKER ASSEMBLY
PROPERTY LINE
ROUND CATCH BASINS
SANITARY SEWER CLEANOUT
SANITARY SEWER MANHOLE
SIGN POST
SPRINKLER PUMP
STANDPIPE
STORM SEWER MANHOLE
STREET LIGHT BOX
SWALE INLET
TELEPHONE BOX (SOUTHERN BELL)
TELEPHONE HAND HOLE
TELEPHONE MANHOLE (SO. BELL)
TELEPHONE PAYPHONE
TRAFFIC HAND HOLE
TRAFFIC UTILITY BOX
TRAFFIC CONTROL POST
TRAFFIC SIGNAL POST
TSB TRAFFIC SIGNAL BOX
TREE & PALM
UNDERGROUND UTILITY MARKER
UNKNOWN UTILITY MANHOLE
UNKNOWN UTILITY HAND HOLE
WATER MANHOLE
WM WATER METER
WATER VALVE
WOOD LIGHT POLE
WOOD POWER POLE
WOOD TELEPHONE POLE
HANDICAP PARKING
SB STROLLER PARKING

ABBREVIATIONS:

R denotes RADIUS
Δ denotes DELTA ANGLE
A denotes ARC DISTANCE
CH.D. denotes CHORD LENGTH or CHORD DISTANCE
CH.B. denotes CHORD BEARING
T denotes TANGENT DISTANCE
P.C.P. denotes PERMANENT CONTROL POINT
P.R.M. denotes PERMANENT REFERENCE MONUMENT
P.B. denotes PLAT BOOK
PG. denotes PAGE
P.O.C. denotes POINT OF COMMENCEMENT
P.O.B. denotes POINT OF BEGINNING
OHW denotes OVERHEAD UTILITY WIRES
O.R.B. denotes OFFICIAL RECORDS BOOK
P.C. denotes POINT OF CURVATURE
C.B.S. denotes CONCRETE BLOCK STRUCTURE
CONC. denotes CONCRETE
C.L.F. denotes CHAIN/LINK FENCE
M.F. denotes METAL FENCE
W.F. denotes WOOD FENCE
F.F.E. denotes FINISH FLOOR ELEVATION
F.I.R. denotes FOUND IRON PIPE
S.I.P. denotes SET 1/2" IRON PIPE & LB-87 CAP
S.I.R. denotes SET 1/2" REBAR & LB-87 CAP
F.N.D. denotes FOUND NAIL & BRASS DISC
S.N.D. denotes SET LB-87 NAIL & BRASS DISC
C.I.P. denotes CORRUGATED IRON PIPE
CLR. denotes CLEAR
E.T.P. denotes ELECTRIC TRANSFORMER PAD
ENCR. denotes ENCROACHMENT
D.C. denotes DEPRESSED CURB
PL denotes PLANTER
(C) denotes CALCULATE DISTANCE
I.E. denotes INVERT ELEVATION
T.O.N. denotes TOP OF NUT
T.O.P. denotes TOP OF PIPE
(D) denotes DEED DISTANCE
(L) denotes DISTANCE BY LEGAL DESCRIPTION
(M) denotes MEASURED DISTANCE
(R) denotes RECORD OR PLATTED DISTANCE

BOTTOM ——— APPROXIMATE BOTTOM OF SLOPE
COMM ——— COMMUNICATION
DRAIN ——— DRAINAGE
EPL ——— ELECTRIC
FM ——— FORCE MAIN
IRRIG ——— IRRIGATION
GAS ——— NATURAL GAS
OHW ——— OVERHEAD WIRES
SM ——— SANITARY SEWER
TOP ——— APPROXIMATE TOP OF BANK
VEG ——— VEGETATION LINE
WM ——— WATER
——— LIMITED ACCESS RIGHT OF WAY LINE



LOCATION SKETCH

A PORTION OF SECTION 26-52S-42E, MIAMI-DADE COUNTY, FLORIDA.
Scale: 1"=300'

DEVELOPMENT INFORMATION:

OWNER NAME: RICHARD B. ALMAN and ROBIN ZELCER ALMAN
44 BAL BAY DRIVE
BAL HARBOUR, FLORIDA 33154-1309

MIAMI-DADE COUNTY, FLORIDA PROPERTY APPRAISER TAX FOLIO NUMBER:
12-2226-002-0050 44 BAL BAY DRIVE

NUMBER OF PARCELS: 3

PARCEL 1) NET AREA: 15,100± SQ. FT. (0.347± ACRES)
GROSS AREA: 16,859± SQ. FT. (0.387± ACRES)
PARCEL 2) NET AREA: 15,105± SQ. FT. (0.347± ACRES)
GROSS AREA: 16,868± SQ. FT. (0.387± ACRES)
PARCEL 3) NET AREA: 15,280± SQ. FT. (0.351± ACRES)
GROSS AREA: 17,043± SQ. FT. (0.391± ACRES)
TOTAL ACREAGE) NET AREA: 45,485± SQ. FT. (1.044± ACRES)
GROSS AREA: 50,770± SQ. FT. (1.165± ACRES)

UTILITIES: WATER – VILLAGE OF BAL HARBOUR
SEWER – VILLAGE OF BAL HARBOUR

MIAMI-DADE COUNTY FLOOD CRITERIA: 6.0' NAVD88 (7.56' NGVD29)

FLOOD INSURANCE RATE MAP: PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD ZONE "AE" (BASE FLOOD ELEVATION 8) PER FLOOD INSURANCE RATE MAP NO. 12086C0144L, COMMUNITY NO. 120636, PANEL NO. 0144, SUFFIX L, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) MAP DATED SEPTEMBER 11, 2009.

EXISTING ZONING: R1

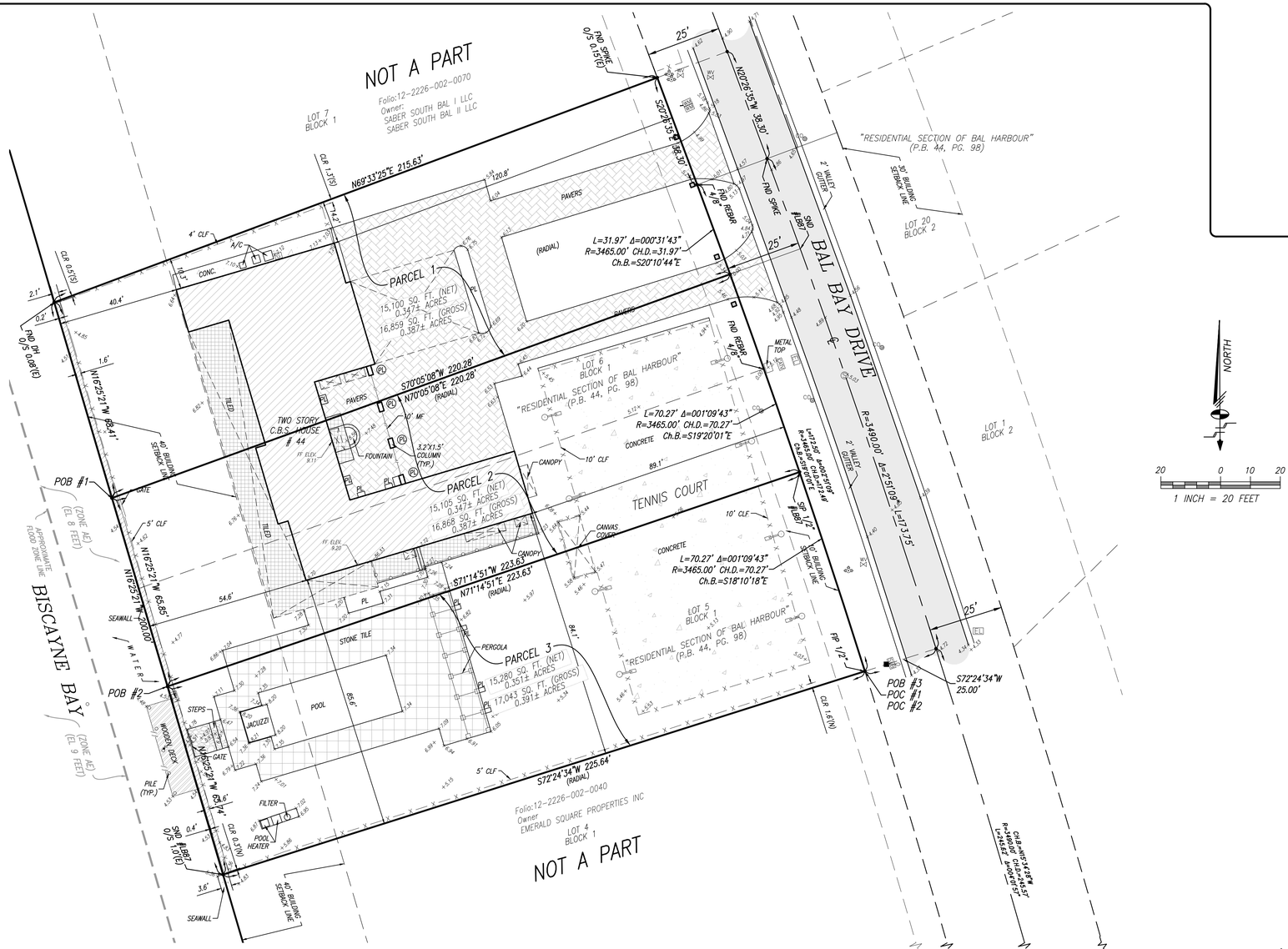
PROPOSED USE: EXISTING RESIDENCE TO REMAIN UNDER A "UNITY OF TITLE"

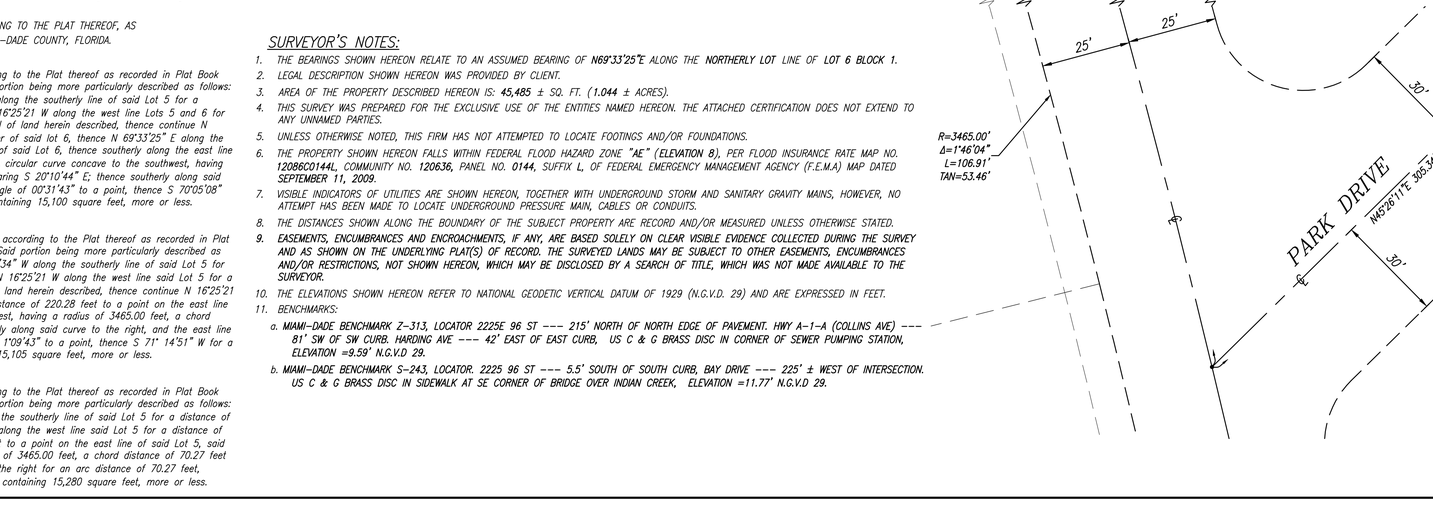
PARCEL "1": NO PROPOSED DEVELOPMENT
PARCEL "2": NO PROPOSED DEVELOPMENT
PARCEL "3": NO PROPOSED DEVELOPMENT

NO TREE REMOVALS OR RELOCATIONS ARE PROPOSED BY THIS WAIVER OF PLAT.

CONCTACT INFORMATION:

NAME: Wesley J. Hevia
Partner| LSN Law, P.A.
ADDRESS: 3800 NE 1st Ave, Suite 200, Miami FL 33137
MAIN PHONE: (305) 742 2810
CELL PHONE: (305) 772 7267
E-MAIL: whevia @ lsnlaw.com





LEGAL DESCRIPTION

PARENT PARCEL

LOT 5 AND 6, BLOCK 1, "RESIDENTIAL SECTION OF BAL HARBOUR", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 98, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CUT-OUT PARCEL 1

A portion of Lot 6, Block 1, "RESIDENTIAL SECTION BAL HARBOUR", according to the Plat thereof as recorded in Plat Book 44, Page 98, of the Public Records of Miami-Dade County, Florida. Said portion being more particularly described as follows: Commence at the Southeast corner of said Lot 5, thence S 72°24'34" W along the southerly line of said Lot 5 for a distance of 225.64 feet to the southwest corner of said Lot 5, thence N 16°25'21 W along the west line Lots 5 and 6 for a distance of 131.59 feet to the Point of Beginning of the following parcel of land herein described, thence continue N 16°25'21 W for a distance of 68.41 feet to a point to the northwest corner of said lot 6, thence N 69°33'25" E along the north line of lot 6 for a distance of 215.63 feet to the northeast corner of said Lot 6, thence southerly along the east line S 20°26'35" E for a distance of 38.30 feet to a point of curvature with a circular curve concave to the southwest, having a radius of 3465.00 feet, a chord distance of 31.97 feet and a chord bearing S 20°10'44" E; thence southerly along said curve to the right for an arc distance of 31.97 feet, through a central angle of 00°31'43" to a point, thence S 70°05'08" W for a distance of 220.28 feet to the Point of Beginning. Said Parcel containing 15,100 square feet, more or less.

CUT-OUT PARCEL 2

A portion of Lots 5 and 6, Block 1, "RESIDENTIAL SECTION BAL HARBOUR", according to the Plat thereof as recorded in Plat Book 44, Page 98, of the Public Records of Miami-Dade County, Florida. Said portion being more particularly described as follows: Commence at the Southeast corner of said Lot 5, thence S 72°24'34" W along the southerly line of said Lot 5 for a distance of 225.64 feet to the southwest corner of said Lot 5, thence N 16°25'21 W along the west line said Lot 5 for a distance of 65.85 feet to a point, thence N 70°05'08" E for a distance of 220.28 feet to a point on the east line of said Lot 6, said point being a point on a curve concave to the southwest, having a radius of 3465.00 feet, a chord distance of 70.27 feet and a chord bearing S 19°20'01" E, thence southerly along said curve to the right, and the east line of said lots for an arc distance of 70.27 feet, through a central angle of 1°09'43" to a point, thence S 71° 14'51" W for a distance of 223.63 feet to the Point of Beginning. Said Parcel containing 15,105 square feet, more or less.

CUT-OUT PARCEL 3

A portion of Lot 5, Block 1, "RESIDENTIAL SECTION BAL HARBOUR", according to the Plat thereof as recorded in Plat Book 44, Page 98, of the Public Records of Miami-Dade County, Florida. Said portion being more particularly described as follows: Begin at the Southeast corner of said Lot 5, thence S 72°24'34" W along the southerly line of said Lot 5 for a distance of 225.64 feet to the southwest corner of said Lot 5, thence N 16°25'21 W along the west line said Lot 5 for a distance of 65.74 feet to a point, thence N 71°14'51" E for a distance of 223.63 feet to a point on the east line of said Lot 5, said point being a point on a curve concave to the southwest, having a radius of 3465.00 feet, a chord distance of 70.27 feet and a chord bearing S 18°10'18" E; thence southerly along said curve to the right for an arc distance of 70.27 feet, through a central angle of 1°09'43" to the Point of Beginning. Said Parcel containing 15,280 square feet, more or less.

SURVEYOR'S NOTES:

1. THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF **N69°33'25"E** ALONG THE **NORTHERLY LOT** LINE OF **LOT 6 BLOCK 1.**
2. LEGAL DESCRIPTION SHOWN HEREON WAS PROVIDED BY CLIENT.
3. AREA OF THE PROPERTY DESCRIBED HEREON IS: **45,485** ± SQ. FT. **(1.044** ± ACRES).
4. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
5. UNLESS OTHERWISE NOTED, THIS FIRM HAS NOT ATTEMPTED TO LOCATE FOOTINGS AND/OR FOUNDATIONS.
6. THE PROPERTY SHOWN HEREON FALLS WITHIN FEDERAL FLOOD HAZARD ZONE **"AE" (ELEVATION 8)**, PER FLOOD INSURANCE RATE MAP NO. **12086C0144L**, COMMUNITY NO. **120636**, PANEL NO. **0144**, SUFFIX **L**, OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A) MAP DATED **SEPTEMBER 11, 2009.**
7. VISIBLE INDICATORS OF UTILITIES ARE SHOWN HEREON, TOGETHER WITH UNDERGROUND STORM AND SANITARY GRAVITY MAINS, HOWEVER, NO ATTEMPT HAS BEEN MADE TO LOCATE UNDERGROUND PRESSURE MAIN, CABLES OR CONDUITS.
8. THE DISTANCES SHOWN ALONG THE BOUNDARY OF THE SUBJECT PROPERTY ARE RECORD AND/OR MEASURED UNLESS OTHERWISE STATED.
9. **EASEMENTS, ENCUMBRANCES AND ENCROACHMENTS, IF ANY, ARE BASED SOLELY ON CLEAR VISIBLE EVIDENCE COLLECTED DURING THE SURVEY AND AS SHOWN ON THE UNDERLYING PLAT(S) OF RECORD. THE SURVEYED LANDS MAY BE SUBJECT TO OTHER EASEMENTS, ENCUMBRANCES AND/OR RESTRICTIONS, NOT SHOWN HEREON, WHICH MAY BE DISCLOSED BY A SEARCH OF TITLE, WHICH WAS NOT MADE AVAILABLE TO THE SURVEYOR.**
10. THE ELEVATIONS SHOWN HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (N.G.V.D. 29) AND ARE EXPRESSED IN FEET.
11. BENCHMARKS:
    a. **MIAMI-DADE BENCHMARK Z-313, LOCATOR 2225E 96 ST --- 215' NORTH OF NORTH EDGE OF PAVEMENT. HWY A-1-A (COLLINS AVE) --- 81' SW OF SW CURB. HARDING AVE --- 42' EAST OF EAST CURB, US C & G BRASS DISC IN CORNER OF SEWER PUMPING STATION, ELEVATION =9.59' N.G.V.D 29.**
    b. **MIAMI-DADE BENCHMARK S-243, LOCATOR. 2225 96 ST --- 5.5' SOUTH OF SOUTH CURB, BAY DRIVE --- 225' ± WEST OF INTERSECTION. US C & G BRASS DISC IN SIDEWALK AT SE CORNER OF BRIDGE OVER INDIAN CREEK, ELEVATION =11.77' N.G.V.D 29.**

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS. THIS **BOUNDARY** SURVEY AND WAIVER OF PLAT COMPLIES WITH THE STANDARDS OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS PURSUANT TO CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

Schwebke-Shiskin & Associates, Inc.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

BY: *Mark Steven Johnson* Mark S Johnson

MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR NO. 4775
STATE OF FLORIDA.

Digitally signed by Mark S Johnson
DN: cn=Mark S Johnson, o=Schwebke Shiskin and Associates, ou=US, email=mjohnson@sasinc.com
Date: 2026.04.14 12:49:39-05'00'

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed, unless they include an additional raised embossed seal of the surveyor.

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS
2844 CORPORATE WAY, MIRAMAR, FLORIDA 33025
TEL: (954) 435-7010 FAX: (954) 438-3288

CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: MRC | Checked By: MSJ | Date: 01-15-26
Order No. 3206646 | F.B. No.: 2321 Pg.26-32 | Scale: AS SHOWN
Survey Date: 01-08-26 | Sheet 1 of 1 Sheet(s)
File No. AJ-6473

NOTE: This sketch is not valid unless it bears the original embossed seal of a Florida licensed surveyor and mapper.

This is a "Boundary Survey."

WAIVER OF PLAT

44 BAL BAY DRIVE, RESIDENTIAL SECTION OF BAL HARBOR, FLORIDA

Section 26, Township 52 South, Range 42 East, Miami-Dade County, Florida

REVISIONS

Date	Order No.	Field Book	Remarks	By:

X:\JOBS\AJ\BAL HARBOUR RESIDENTIAL WAIVER - 2025\SURVEY\DWG\44 BALBAY DRIVE SURVEY.DWG

FILE NO. AJ-6473

BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Alejandro Levy, Councilman

DATE: October 28, 2026

SUBJECT: **Discussion Regarding School Holiday Activities at Waterfront Park**

Please place an item on the October 28, 2026, Village Council Meeting Agenda for a discussion regarding school holiday activities at Waterfront Park. The purpose of this discussion item is to explore organized activities for children at Waterfront Park on selected school holidays when schools are closed. Such a program would help resident families and Village employees with childcare challenges while creating opportunities for community engagement.

BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Alejandro Levy, Councilman

DATE: October 28, 2026

SUBJECT: **Discussion Regarding an Old-Fashioned Ice Cream Truck Community Program**

Please place an item on the October 28, 2026, Village Council Meeting Agenda for a discussion regarding an old-fashioned ice cream truck community program. The purpose of this discussion item is to explore a recurring community initiative featuring an old-fashioned ice cream truck, which could either rotate among residential buildings and districts or gather residents at Waterfront Park on a weekly, biweekly, or monthly basis.

BAL HARBOUR

- VILLAGE -

DISCUSSION ITEM

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: October 28, 2026

SUBJECT: **Discussion Regarding the Condition of the Cutwalk and Ritz-Carlton Frontage Road**

Please place an item on the October 28, 2026, Village Council Meeting Agenda for a discussion regarding the condition of the Cutwalk and the frontage road in front of the Ritz-Carlton.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Susan L. Trevarthen SLT

DATE: October 28, 2026

RE: Monthly Report of Village Attorney for September 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 September (101), we completed our work for the September Council meetings and agendas, attended the meetings and prepared for and attended the September ARB meeting. We began to review, advise, and prepare documents for agenda items for the October Council meeting. We attended the weekly staff meetings, and the monthly agenda review and after action meetings.

Specific additional matters included:

- We reviewed an inquiry concerning the notice of the millage hearing and conferred with staff to calculate the operating millage.
- We held several conferences with elected officials concerning the Manager's contract revisions and amendments; reviewed all amendments including the final approved and executed agreement.
- We reviewed correspondence from FEMA regarding final revised maps and the application to existing projects. We reviewed and analyzed CFRs governing elevation data and new FIRM maps to existing permits and responded to correspondence relating to applicability of FEMA maps on permits.
- We reviewed and analyzed the County E-mobility Ordinance and attended conferences concerning the ordinance.
- We researched and analyzed HB 401 regarding flood elevation preemption and researched Florida Building Code regarding flood and permitting regulations.
- We conferred with Police Department concerning LPR cameras.

- We conferred with staff and reviewed case status of Tourism Economics settlement offer.
- We prepared for and attended prehearing with Code Enforcement regarding violations at Shops, and reviewed development agreement concerning enforcement.
- We provided sample agreements and advised staff on design/build agreements.
- We reviewed various instructor agreements, and provided standard agreement language to address new statutory mandates.
- We reviewed and analyzed HB 803 and advised building department.

Additional Services

For the Security/Landscape Assessment matter, we conferred with staff concerning the gated community RFP for professional services, reviewed the RFP and drafted the agreement.

For the Zyscovich Architects matter, we reviewed communications related to settlement and directives; attended meetings and coordinated calls with opposing counsel concerning settlement terms; reviewed consulting agreements and case law regarding the statute of limitations; evaluated other causes of action in connection with third party claims; and attended meeting regarding water intrusion claim

For the Bal Harbour Shops (Live Local Act) matter, we conferred with Village Manager and litigators extensively regarding discovery issues, experts and other issues in the cases; reviewed correspondence; and reviewed/revised motion to dismiss third amended complaint.

For Dade County PBA matter, we conferred with the Chief regarding union issues and complaints about union activities.