BAL HARBOUR

- VILLAGE -

Mayor Gabriel Groisman
Assistant Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Jeffrey P. Freimark
Councilman Buzzy Sklar

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

Bal Harbour Village Council

Regular Meeting Agenda
April 21, 2020
At 6:30 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

CALL TO ORDER/ PLEDGE OF ALLEGIANCE

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

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

CONSENT AGENDA

C6 - COUNCIL MINUTES

Approval of Minutes
VillageCouncilRegularMeetingMinutes _February25_2020.pdf
Form8b_VotingConflict_BuzzySklar_Feb28_2020.pdf
VillageCouncilRegularMeetingMinutes _March17_2020.pdf

C7 – RESOLUTIONS

C7A A Resolution Approving a Task Agreement with Chen Moore and Associates for the Storm Water Improvements related to UMP Phase 6a and 6b
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN ADDITIONAL SERVICES AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., (CMA) FOR THE PROVISION OF ENGINEERING SERVICES FOR ADDITIONAL DRAINAGE DESIGN, PERMITTING AND LIMITED CONSTRUCTION ADMINISTRATIVE SUPPORT RELATED TO THE UTILITIES INFRASTRUCTURE PHASE 6(A), 6(B) PROJECT, AS SPECIFIED WITHIN CMA PROPOSAL NO. P19.453.02.AS1 IN THE AMOUNT NOT TO EXCEED FORTY SEVEN THOUSAND SEVEN HUNDRED

TWENTY TWO ($47,722) DOLLARS, INCLUSIVE OF A SEVEN PERCENT (7%) CONTINGENCY ALLOCATION IN THE AMOUNT OF THREE THOUSAND ONE HUNDRED TWENTY TWO ($3,122) DOLLARS, ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Item_Summary_-Additional_Services_Agreement-CMA_Drainage_Design-UIP-6a-6b-JMG.pdf
Council_Memo-Additional_Services_Agreement-CMA_Drainage_Design_UIP-6a-6b-JMG.pdf
Resolution._Additional_Services_Agreement-CMA-Drainage_Design_UIP-Pase_6a-6b-Print.pdf
Chen moore Drainage design 6a 6b.pdf
Utility Masterplan-phasing diagram.pdf
CMA-Additional Services Agreement-UIP-Phase 6a-6b-New Stormwater Design-2020-unsigned.pdf

C7B CGA Constructability and Cost Estimating Services

A RESOLUTION APPROVING A TASK AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES INC., (CGA) FOR THE PROVISION OF ENGINEERING, AND PROFESSIONAL CONSULTING SERVICES FOR THE PROVISION OF CONSTRUCTABILITY REVIEW AND COST ESTIMATING SERVICES AS NEEDED FOR JETTY AND CUTWALK RESTORATION PROJECT, IN THE AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS ($45,000).

Item_Summary_-Additional_Services_Agreement-CMA_Drainage_Design-UIP-6a-6b-JMG._2.pdf
Memo_CGA_CostEstimating_Constructability_Jetty_Final_04_13_20.pdf
RESO-_CGA_Cost_Estimating__Constructabilty-_Jetty_FINAL_04-13-20.ramreview.pdf
ATTACHMENT_17-9868.41-_Jetty_Estimating_Constructability_Services_Revised__signed_CG__4.9.20.pdf

C7C Acceptance of FIND WATERWAYS ASSISTANCE PROGRAM grant for Jetty Project

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND), WATERWAYS ASSISTANCE PROGRAM GRANT AWARD, FOR THE JETTY AND CUTWALK RESTORATION PHASE I PROJECT, AS DETAILED WITHIN THE GRANT APPLICATION SUBMITTED MARCH OF 2020; IN THE ESTIMATED GRANT FUNDED AMOUNT OF TWO HUNDRED AND FIFTY-TWO THOUSAND DOLLARS ($252,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY_-_FIND_grant_approval_-_Jetty_FINAL_04-13-20.pdf
MEMO_-_FIND_grant_approval-_Jetty_FINAL_04-13-20.pdf
RESO_-_FIND_grant_approval-Jetty_FINAL_4-13-20.pdf
EXHIBIT A - FIND WAP Jetty FINAL 4-13-20.pdf

C7D Acceptance of FIND WATERWAYS ASSISTANCE PROGRAM grant for Seawall Replacement Project

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF A FLORIDA INLAND

NAVIGATION DISTRICT (FIND), "WATERWAYS ASSISTANCE PROGRAM" GRANT AWARD, FOR THE SEAWALL AND DOCK REPLACEMENT AND INSTALLATION OF A NEW BOARDWALK AND KAYAK, AS DETAILED WITHIN THE GRANT APPLICATION SUBMITTED MARCH OF 2020; IN THE ESTIMATED GRANT FUNDED AMOUNT OF SEVEN HUNDRED AND FIVE THOUSAND, NINETY-SEVEN DOLLARS ($705,097); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY_-_FIND_grant_approval_-_Seawall__FINAL_04-13-20.pdf
MEMO_-_FIND_grant_approval-_Seawall_FINAL_04-13-20.pdf
RESO_-_FIND_grant_approval_-_Seawall_FINAL_4-13-20.pdf
EXHIBIT A - FIND WAP Seawall-Boardwalk-Dock FINAL 3-27-20.pdf
EXHIBIT B - FIND WAP Seawall Plan FINAL 4-13-20.pdf
EXHIBIT C - AERIAL VIEW ALTERNATE.jpg

C7E 2020 General Municipal Election

A RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 IN BAL HARBOUR VILLAGE FOR THE PURPOSE OF ELECTING TWO VILLAGE COUNCILMEMBERS (DISTRICTS 2 and 4); PROVIDING THAT MIAMI-DADE COUNTY ELECTIONS DEPARTMENT SHALL CONDUCT SAID ELECTIONS; PROVIDING THAT THE VOTING PRECINCT FOR SAID ELECTIONS SHALL BE ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE FORMS OF BALLOT AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY.

Item_Summary-2020_Municipal_Election_Final.pdf
Council_Memorandum-2020_MunicipalElection_Final.pdf
Resolution-2020_MunicipalElection_Final.pdf

R5 – ORDINANCES

R5A Porte-Cocheres

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES, BY AMENDING SECTION 21-268 "ADDITIONAL STANDARDS FOR GRANDFATHERED APARTMENT-HOTEL PROJECTS" TO PERMIT PORTE-COCHERES IN THE RM5 ZONING DISTRICT TO ENCROACH AND PROJECT INTO THE FRONT SETBACK IF IT MEETS CERTAIN CRITERIA; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Item_Summary-Beach_Haus_-_Porte-Cochere_Council_Item_Summary__002__MH_Final-1.pdf
Council_Memo-Beach_Haus_-_Porte-Cochere_Council_Memo-cantilever__002__MH_Final-1.pdf
Ordinance_Beach_Haus_-_Porte-Cochere_Code_Amendment_ORD-Cantilever__5__MH_Final.pdf
17153-02A-A2.00 MH Final.pdf

R7 – RESOLUTIONS

R7A Midyear Amendment

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR AND 2019-20 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

1_-_Item_Summary_-_FY_2020_Midyear.pdf
2_-_Council_Memorandum_-_FY_2020_Midyear-mh.pdf
3_-_Resolution_-_FY_2020_Midyear.pdf
4 - Resolution - FY 2020 Midyear Attachment A - Revenue and Expenditure Authority By Fund

R7B Utility Issuance Bond

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS UTILITY REVENUE NOTE IN THE AGGREGATE PRINCIPAL AMOUNT OF $8,096,000 FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE UTILITY CAPITAL PROJECT PLAN AND PAYING COSTS OF ISSUANCE OF THE NOTE; AWARDING THE SALE OF THE NOTE TO JPMORGAN CHASE BANK, N.A.; PROVIDING FOR SECURITY FOR THE NOTE; PROVIDING OTHER PROVISIONS RELATING TO THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE NOTE; AND PROVIDING AN EFFECTIVE DATE.

1_-_Item_Summary_-_Utility_Master_Fund_Financing.pdf
2_-_Council_Memorandum_-_Utility_Master_Fund_Financing-mh.pdf
Attachment 4 - Series 2020 Utility Note - Bank Note Recommendation Memo
3_-_Resolution_-_Utility_Master_Fund_Financing_-_Revised.pdf
Attachment 1 - Bal Harbour - Series 2020 Utility Note RFQ
Attachment 3a - Chase Proposal Addendum Bal Harbour Feb'20 - 3.4.20
Attachment 2 - Bal Harbour -- Utility Revenue Note, Series 2020 - Proposal Summary
Attachment 3b - Chase Proposal - Utility Revenue Note, Series 2020 - Debt Service Schedule

R7C Construction Contract with John Bell Construction for the Operation Facility Remodeling Project

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A CONSTRUCTION CONTRACT WITH JOHN BELL CONSTRUCTION INC, FOR THE SUPPLY OF ALL MATERIALS, EQUIPMENT AND LABOR FOR THE NEW PARKS AND PUBLIC SPACES OPERATIONS FACILITY REMODELING PROJECT IN THE AMOUNT NOT TO EXCEED ONE MILLION NINETY-ONE THOUSAND AND SEVEN HUNDRED SIXTY-THREE DOLLARS ($1,091,763) FOR BASE BID PLUS AN OWNER CONTINGENCY OF SEVEN PERCENT (7%) IN THE AMOUNT OF SEVENTY-SIX THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS ($76,423) AND ACCEPTING ALTERNATE NO. 6 FOR THE DEMOLITION OF THE EXISTING OPERATIONS FACILITY AND RECREATION CENTER IN AN AMOUNT NOT TO EXCEED

ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS ($154,425) AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE ALTERNATE NOS. 1, 2 AND 9 IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, ONE HUNDRED FORTY-SEVEN DOLLARS ($94,147); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

SUMMARY-_Bell_Construction_Bid_Approval__FINAL_04-13-20.pdf
MEMO_-_Bell_Construction_Bid_Approval_FINAL__04-13-20_accepted_changes.pdf
RESO-_Bell_Construction_Bid_Approval__FINAL_FINAL_04-14-20_with_Alernates_1__2___9_-_for_merge.pdf
EXHIBIT A, B, C and D - John Bell Construction Inc. Proposal (R5).pdf
EXHIBIT E - RFQ 2020-001 .pdf

R9 – NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion regarding Dog Walking Ordinance for the Beach Path - Councilman Sklar

Discussion_Item_-_Dog_Walking_Ordinance.pdf

R9B - PUBLIC COMMENT

R10 – VILLAGE MANAGER REPORT

R10A Update on Village's Efforts Pertaining to the Coronavirus (COVID-19)

R11 – VILLAGE CLERK REPORT

R11A Lobbyist Report

R11A1_Lobbyist Registration Report as of April14_2020.pdf

R12 – VILLAGE ATTORNEY REPORT

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).

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 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

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 -

WHO WE ARE

Bal Harbour is one of South Florida's most attractive and desirable residential neighborhoods and one of the world's most beautiful, sophisticated and cultured destinations.

VISION

Bal Harbour will be the safest residential community with a beautiful environment and unparalleled destinations & amenities, providing exclusivity and access to ensure the highest quality of life for our residents and an unmatched experience for our visitors from around the world.

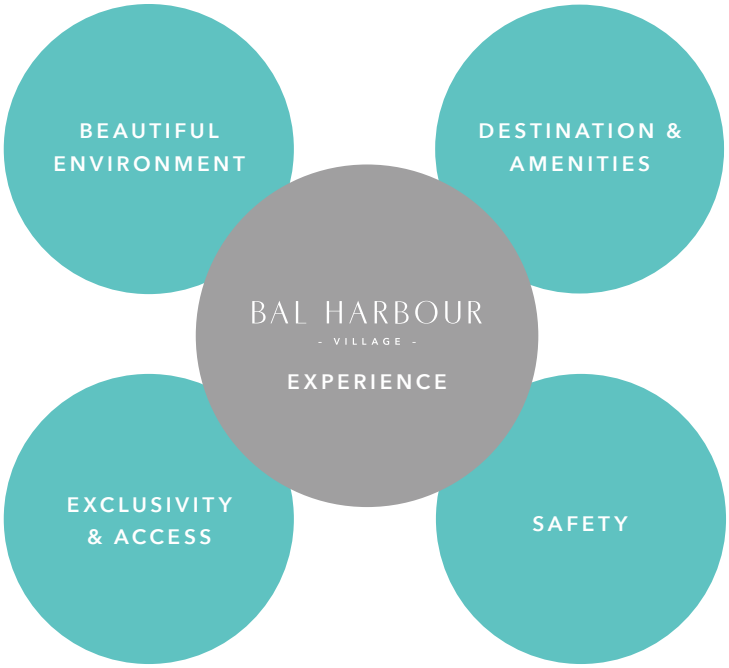
MISSION

Deliver the "Bal Harbour Experience!" – creating that distinctive feeling one experiences when living in or visiting our unique, exclusive, curated and refined community.

VALUES

Service
Integrity
Professional
Strategic
Inclusive

THE BAL HARBOUR *EXPERIENCE*



"The Bal Harbour Experience" was initially defined at the first annual Bal Harbour Village Council Retreat in November 2017. It is that distinctive feeling one experiences when living in or visiting our unique, exclusive, curated and refined community. Developing funding strategies, initiatives and programming that will further this vision are the focus of program initiatives and the budget development process.

The collective vision should drive decision making for the Village into the future. The four main elements, which denote the essence of the Bal Harbour Experience are:

• **Beautiful Environment** – represented by our pristine beach, lush landscaping, well maintained public spaces, well-designed jogging paths, sidewalks and rights of way, with interesting public art experiences. These signature public amenities reflect the maintenance standards the community expects, and allow visitors to immediately identify they are in Bal Harbour. In other words - you immediately recognize when you have arrived to Bal Harbour and you immediately know when you have left.

• **Destination & Amenities** - represented by the luxury hotels, eateries, and high-end boutiques and shopping available, in our beautiful setting.

• **Exclusivity & Access** – represented by our curated art programs and well-produced special events. Our acclaimed Museum Access Program, Art Chats, exclusive tours, creative public art installations, special access programs during Art Basel, the Bal Harbour Series of the South Beach Wine and Food Festival are just some of the exclusive opportunities created for residents and visitors, and reflect the community's refined taste.

• **Safety** - anchored by our focus on a Community Policing model, where our officers are staffed, trained and motivated to provide excellent service and safety to our residents and visitors in a pleasant and friendly manner. The increased visibility, investment in state-of-the-art technology and employment of innovative policing strategies ensures that our community remains safe at all times, as well as a leader and model in public safety.

Together, these elements define what it means to live, work, play and visit in Bal Harbour and what makes our community so unique and distinctive.

This vision rests on a foundation based on:
- Developing and maintaining well designed and modernized public facilities and infrastructure;
- Implementing smart policies and strategic solutions to address the challenges of today and to ensure that we remain a Resilient and Sustainable community able to protect our future; and
- Ensuring that both the perception and reality of safety in our community remains uncompromised.

BAL HARBOUR

- VILLAGE -

Mayor Gabriel Groisman
Assistant Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Jeffrey P. Freimark
Councilman Buzzy Sklar

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

Bal Harbour Village Council

Regular Meeting Minutes
February 25, 2020
At 6:30 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

CALL TO ORDER/ PLEDGE OF ALLEGIANCE – Mayor Groisman called the meeting to order at 6:45 PM, following the General Employees' Retirement Board Meeting at the beginning of which the Pledge of Allegiance was recited.

The following were present:
Mayor Gabriel Groisman
Assistant Mayor Seth Salver
Councilman David Albaum
Councilman Jeffrey Freimark
Councilman Buzzy Sklar

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

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

Councilman Sklar asked that Agenda Items C7C and C7D be removed from the Consent Agenda, citing a voting conflict of interest and resident Babak Raheb asked that Agenda Item C7B be removed from the Consent Agenda for further discussion.

MOTION: A Motion to remove Agenda Items C7B, C7C and C7D from the Consent Agenda and have them considered at the end of the Regular Agenda was moved by Assistant Mayor Seth Salver and seconded by Mayor Gabriel Groisman.

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

PRESENTATIONS AND AWARDS

PA1 Roberto M. Pelayo U.S. Postal Service

Mayor Groisman presented Mr. Pelayo with a Certificate of Appreciation for his thirty-three years of service as a United States Postal Service city carrier for Bal Harbour Village and Miami Beach.

PA2 Presentation of Life Saving Award to Danny Powers for his role in helping save a drowning victim in our community

Police Chief Raleigh Flowers, on behalf of Village Council, presented Mr. Powers with a Life Saving Award for his heroic actions in helping to save a 3-year old child from drowning.

PA3 Presentation of Community Service Award for Brian Mulheren for his assistance in helping to keep our community safe

Chief Flowers, on behalf of the Village Council, presented resident Mr. Mulheren with a Community Service Award for is ongoing assistance in helping to keep our community safe.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A January 28, 2020 Regular Council Meeting Minutes

C7 – RESOLUTIONS

C7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPOINTING REINALDO BORGES, AIA TO THE ARCHITECTURAL REVIEW BOARD; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE TOTAL EXPENDITURE OF $36,421 TO PURCHASE AND INSTALL A FIXED LICENSE PLATE READER SYSTEM; AUTHORIZING THE EXPENDITURE OF $35,521 OF LAW ENFORCEMENT TRUST FUNDS AND AUTHORIZING AND APPROVING THE ANNUAL GENERAL FUND EXPENDITURE OF $900 FOR THE ENSUING SOFTWARE LICENSING FEES; AUTHORIZING AND APPROVING THE AGREEMENT WITH VETTED SECURITY SOLUTIONS, LLC TO PURCHASE AN AUXILIARY BATTERY SYSTEM FOR THE LPR; AUTHORIZING AND APPROVING THE AGREEMENT WITH VETTED SECURITY SOLUTIONS, LLC

FOR LICENSE PLATE RECOGNITION SOFTWARE; AUTHORIZING AND APPROVING THE AGREEMENT WITH VETTED SECURITY SOLUTIONS, LLC FOR THE PURCHASE OF THE LPR HARDWARE; AUTHORIZING AND APPROVING THE AGREEMENT WITH VETTED SECURITY SOLUTIONS FOR THE INSTALLATION AND COMMISSIONING OF THE FIXED LPR SYSTEM; AUTHORIZING AND APPROVING THE AGREEMENT WITH VETTED SECURITY SOLUTIONS, LLC FOR THE PURCHASE OF THE EXTENDED HARDWARE WARRANTY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

This item was removed from the Consent Agenda and considered at 8:10 PM after Agenda Item R7D. Mr. Gonzalez described the item saying that after Councilman Albaum's discussion item regarding safety under the bridge, the Council agreed to purchase a fixed license plate reader (LPR), with Law Enforcement Trust Fund (LETF) dollars, to be installed and to capture southbound traffic on the west side of Collins Avenue. Mayor Groisman added that the main purpose of the expenditure of LETF dollars is to enhance the community and community safety.

Councilman Albaum announced that in addition to Walter Defortuna's (Beach Haus) contribution of $4,000, Joseph Fisher, Manager of the Ritz Carlton, had agreed to contribute and additional $2,000 towards the LPR purchase.

Babak Raheb (128 Balfour Drive) expressed his concern the that LPRs might be an invasion of privacy, violating the Fourth Amendment and the Florida Constitution, and said that a judge had denied the City of Coral Gables a motion to dismiss a lawsuit for violation of privacy. He suggested taking a close look at the issue before moving forward.

Brian Mulheren (10245 Collins Avenue) spoke in favor of utilizing license plate readers saying that they are used everywhere and are an important component of crime prevention and investigations.

Steve Greenburg (9930 Collins Avenue) also spoke in favor of utilizing license plate readers.

Mr. Meyers said that he was familiar with Coral Gables lawsuit, and he said that it was true that it hadn't been dismissed but not one legal challenge across the United States has been successful. He said that courts generally find that the use of LPRs do not violate privacy and are a legal use of city powers.

MOTION: A Motion to pass the Resolution was moved by Councilman David Albaum and seconded by Assistant Mayor Seth Salver.

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

C7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT THE SARDINIA BAL HARBOUR LLC., APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR AN 2COP LICENSE IS COMPATIBLE WITH THE VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was removed from the Consent Agenda and considered at 8:19 PM after Councilman Sklar left the meeting. Mr. Gonzalez introduced the item. There were no comments from the public.

MOTION: A Motion to pass the Resolution was moved by Assistant Mayor Seth Salver and seconded by Councilman Jeffrey Freimark.

VOTE: The Motion passed by unanimous voice vote (4-0).

C7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE DETERMINATION OF THE VILLAGE BUILDING OFFICIAL THAT THE MAKOTO APPLICATION TO THE STATE OF FLORIDA DEPARTMENT OF ALCOHOLIC BEVERAGES AND TOBACCO FOR AN 4COP LICENSE IS COMPATIBLE WITH THE VILLAGE ZONING REGULATIONS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was removed from the Consent Agenda and considered at 8:21 PM. Mr. Gonzalez introduced the item.

Penny Sepler (10275 Collins Avenue) asked about the difference between a 2COP and a 4COP license, to which Mayor Groisman responded that 2COP was for beer and wine, and a 4COP included hard liquor. She then asked why Councilman Sklar had recused himself, to which Mayor Groisman said that Councilman Sklar would file a report with an explanation.

MOTION: A Motion to pass the Resolution was moved by Councilman Jeffrey Freimark and seconded by Assistant Mayor Seth Salver.

VOTE: The Motion passed by unanimous voice vote (4-0).

C7E 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 "DO THE RIGHT THING OF MIAMI, INC."; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

C7F 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; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

C7G A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND STEP MILES, INC. FOR THE PURPOSE OF PROVIDING MEDIA AGENCY SERVICES AT A COST NOT TO EXCEED $60,000 ANNUALLY; APPROVING AN INITIAL TERM OF THREE YEARS AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

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

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

R5 – ORDINANCES – There were no ordinances to be heard.

R7 – RESOLUTIONS

R7A A RESOLUTION OF THE VILLAGE COUNCIL APPROVING THE COMPLIANCE AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND BEACH HAUS BAL HARBOUR, LLC, TO INCLUDE THE REVISED PERMIT AND CONSTRUCTION TIMELINE FOR THE PROPERTY LOCATED AT 291 BAL BAY DRIVE, IN THE VILLAGE; PROVIDING NECESSARY AUTHORIZATION; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item, providing a history of the project having been delayed by protracted litigation, County permitting and unforeseen structural problems. He described the proposed amendments to the existing agreement, including stricter requirements for maintenance of the property and screening of construction activity, amending the construction start and completion dates for Phase I and Phase 2 of the

project, Village acquisition of utility easements, a contribution to the purchase of license plate readers, the reimbursement of actual legal costs incurred by the Village, and the expansion of the use of previously agreed upon contribution of $100,000 for art to improvements under the bridge.

Walter Defortuna, 720 Harbor Dr., Key Biscayne, developer for the Beach Haus project, expressed his dedication to the project and thanked the Village for its patience and commitment to work with him. Mayor Groisman, speaking on behalf of the Council and residents of the Village, said that we all wished for the project to be successful and to fit into the fabric of Bal Harbour.

Penny Sepler, 10275 Collins Ave., said that she really hoped that the project was really happening, that the sight had been a blight, and wished Mr. Defortuna success.

Councilman Freimark said that he had the upmost respect for Mr. Defortuna in the way that he had handled the bankruptcy, stepped up with additional funding, and in honoring, and even expanding, his commitments.

Councilman Sklar thanked Mr. Defortuna for putting additional money into the project, to work out what would be best for the project and for the Village.

MOTION: A Motion to pass the Resolution was moved by Councilman Jeffrey Freimark and seconded by Assistant Mayor Seth Salver.

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

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE CONSTRUCTION SERVICES AGREEMENT WITH DANZ CONTRACTING, LLC., AS THE LOWEST RESPONSIVE BIDDER FOR THE INVITATION TO BID (ITB), #2019-UMP-01, PROJECT NO. 17-9868.7, TO SUPPLY ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY TO CONSTRUCT THE COMPONENTS OF THE INFRASTRUCTURE IMPROVEMENTS PHASE 3 (A) PROJECT, AS DETAILED WITHIN THE PROVIDED CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS AS DEVELOPED BY VILLAGE ENGINEER, CALVIN GIORDANO AND ASSOCIATES, INC., IN THE BASE PLUS OPTIONAL BID ITEMS IN THE AMOUNT OF NINE HUNDRED SEVENTY FIVE THOUSAND SIX HUNDRED FIFTY THREE ($975,653) DOLLARS, AND THE ALLOCATION OF CONTINGENCY FUNDS IN THE AMOUNT OF SIXTY EIGHT THOUSAND TWO HUNDRED NINETY SIX ($68,295) DOLLARS, FOR A TOTAL COST NOT TO EXCEED ONE MILLION FORTY THREE THOUSAND NINE HUNDRED FORTY NINE ($1,043,949) DOLLARS, ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This item was heard at 7:36 PM after Agenda Item R9A. Mr. Gonzalez described the item as a continuation of infrastructure improvements of the Utility Masterplan Project, focused on area 3-A in the Gated Residential community regarding sewer and storm water improvements and ultimate pave of the streets, including a significant repair on Park Drive. He said bids received were on-market and competitive and that that Danz was the lowest and best bidder.

Babak Raheb (128 Balfour Drive) asked for further clarification of the selection process and asked if there were late-penalties, to which Mr. Gonzalez said that besides price, CGA Calvin Giordano & Associates, Engineer of Record for the Village) engineers review the bids, check references and review other projects by the bidders, and he added that all contracts include liquidated damages provisions.

Mayor Groisman commented that the Village is ultimately responsible for the success of a project and asked if the human resources are in place to stay on top of such a large project, to which Mr. Gonzalez replied that he believed that they were, but if it was decided that additional resources were necessary, more resources would be acquired under contract with CGA.

Mike Alvarez (BHV Utility Compliance Officer) described the two phases of the project and the expected low impact on residents' access. He said that all work would be done working closely and individually with residents, and he added that it was in the best interest of the vendor to have a successful project in respect to availability to work on future projects.

Councilman Freimark stated that the project was entirely consistent with the strategic priorities of the Bal Harbour Experience in terms of infrastructure, sustainability and resiliency. Councilman Sklar commended Mr. Alvarez for his presentation at the Lakeview Homeowners Association meeting on Miami-Beach, saying that he had represented the Village well.

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

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

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A TASK AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES INC., (CGA) FOR THE PROVISION OF ENGINEERING, AND PROFESSIONAL CONSULTING SERVICES FOR THE SURVEY, DESIGN, AND PERMITTING FOR THE NEW WATER SERVICE MAIN CONSTRUCTION AND ASSOCIATED WORK RELATED TO THE UTILITIES INFRASTRUCTURE PROJECTS IDENTIFIED AS PHASE 3 (B) AND PHASE 3 {C), AS SPECIFIED

WITHIN CGA PROPOSALS NO. 17-9868.27 AND NO. 17-9868.40, IN THE AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY THREE THOUSAND THREE HUNDRED FIFTY FIVE {$123,355) DOLLARS, INCLUSIVE OF A SEVEN PERCENT (7%),CONTINGENCY ALLOCATION IN THE AMOUNT OF EIGHT THOUSAND SEVENTY ($8,070) DOLLARS, ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item, describing his discussions with the Bal Harbour Civic Association, and their desire to accelerate work on the north end of the community, then work on the south end. He said this item was for the engineering and permitting work for the remainder of the north side, after which an invitation to bid process would be employed.

Babak Raheb (128 Balfour Drive) commented that project visuals would be helpful and expressed his concern for the potential disruption of residential access, to which Mayor Groisman explained that work has been going on now for several months and Village Staff have be pro-active with and responsive to individual homeowners.

MOTION: A Motion to pass the Resolution was moved by Assistant Mayor Seth Salver and seconded by Councilman Jeffrey Freimark.

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

R7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A CHANGE ORDER WITH QUALITY CONSTRUCTION PERFORMANCE, INC. FOR THE SUPPLY OF ALL MATERIALS, EQUIPMENT AND LABOR NECESSARY TO PERFORM ADDITIONAL CONSTRUCTION WORK FOR THE SANITARY PUMP STATION DRAINAGE IMPROVEMENTS PROJECT AT THE SANITARY SEWER LIFT STATION NO. ONE (PS-1) AND THE ADJACENT AREA IN THE AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY TWO THOUSAND THREE HUNDRED SIXTY SEVEN DOLLARS AND FIVE CENTS ($122,367.05); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

John Oldenburg (Director of Parks and Public Spaces) introduced the item explaining that the change order was requested by the Village. He described the project location, Pump Station #1, a previous work order for a collapsed pipe, and a change order to install additional safeguards to vortex pump in order to meet DERM newly released standards for clean water.

There were no comments from the public.

MOTION: A Motion to pass the Resolution was moved by Councilman Buzzy Sklar and seconded by Assistant Mayor Seth Salver.

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

R9 – NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Regarding Porte-Cocheres for Grandfathered Apartment-hotels in the Multiple Family Residential (RM-5) District

This item was heard at 7:18 PM following Agenda Item R7A. Mr. Gonzalez introduced the item describing Phase III of the Beach Haus project regarding the southernmost building on the property. He said that Mr. Defortuna had requested to have a drop-off area or porte cochere for that building. He said that currently there is a fifty-foot setback requirement for buildings on the west side of Collins Avenue, and any addition to the building, which is already fifty feet from the property line, would be in the setback area.

He described the ordinance that allowed single-family homes in the Gated Residential Community to have cantilevered porte chocheres that extended into the setback, and added the construction of a porte cochere into the setback is also allowed on the east side of Collins.

He said that the Council could consider allowing similar construction either on the entire west side of Collins or just in the RM-5 Zoning District. He then presented renderings of the proposed designs showing columned porte cocheres. Mr. Defortuna further described the renderings saying that he wanted the look and feel of the whole property to uniform with common elements, the other two buildings having already-approved columned porte cocheres. He added that the fifty-year-old buildings were not structurally prepared for a cantilevered porte cocheres.

There was a general consensus from the Council to provide direction to the Administration to move forward with an ordinance process that was focused on the RM-5 Zoning District and to allow for a larger canopy and columns.

R9B- PUBLIC COMMENT

Babak Raheb (128 Balfour Drive) requested that workers on Village construction sites be required to wear ID badges.

R10 – VILLAGE MANAGER REPORT

R11 – VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 – VILLAGE ATTORNEY REPORT

END OF REGULAR AGENDA

ADJOURNMENT - The meeting was adjourned at 8:23 PM.

_____

Mayor Gabriel Groisman

Attest:

_____

Dwight S. Danie, Village Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE
Sklar Buzzy	Bal Harbour Village Council
MAILING ADDRESS 10275 Collins ave 1035	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: bal harbour — COUNTY: Miami-Dade	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED 2-25-20	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

RECEIVED
FEB 28 2020
By

RECEIVED
By

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Buzzy Sklar, hereby disclose that on Feb 25th, 20 20:

(a) A measure came or will come before my agency which (check one or more)

X inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I do direct business with the applicants.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

2-28-20
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

BAL HARBOUR

- VILLAGE -

Mayor Gabriel Groisman
Assistant Mayor Seth E. Salver
Councilman David J. Albaum
Councilman Jeffrey P. Freimark
Councilman Buzzy Sklar

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

Bal Harbour Village Council

Regular Meeting Minutes
March 17 2020
At 6:30 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

On March 13, 2020, Village Manager Jorge Gonzalez declared a State of Emergency for Bal Harbour Village due to the Coronavirus (COVID-19) pandemic. This meeting was conducted virtually via "Go-To-Meeting" in order to minimize exposure to Councilmembers and members of the public. The meeting was broadcast on the Village's website (www.balharbourfl.gov) and members of the public were encouraged to participate by email (meetings@balharbourfl.gov).

CALL TO ORDER/ PLEDGE OF ALLEGIANCE - Mayor Groisman called the meeting to order at 6:37 PM following the Local Planning Agency virtual meeting.

The following were attended via "Go-To-Meeting":
Mayor Gabriel Groisman
Assistant Mayor Seth Salver
Councilman David Albaum
Councilman Buzzy Sklar
Councilman Jeffrey Freimark

Also present in the Council Chamber:
Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan Trevarthen, Village Attorney

At the beginning of the 6:30 PM Local Planning Agency Meeting, Mayor Groisman thanked members of the Council and Staff for being in attendance, saying all discussions regarding the Coronavirus would be moved to the end of the meeting agenda. He announced that members of the public wishing, wishing to comment, could email meetings@balharbourfl.gov at any time. He then read a statement regarding conducting a public meeting during a declared State of Emergency to consider essential agenda items, following the Village Attorney's recommendation and advice.

Mayor Groisman cited State of Florida Executive Orders 20-51 and 20-52, waiving certain requirements, that would ensure and health, safety and welfare of residents and businesses while continuing to meet the requirements of Florida Statutes 286.011.

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

MOTION: A Motion to defer all non-essential Agenda items to the next Council Meeging, including Agenda Items PA1, PA2, PA3, PA4, C6A, R5A, R7C, R7D, R9A, R9B, R9C, R9D, R11A and R12A, was moved by Mayor Gabriel Groisman and seconded by Councilman Buzzy Sklar.

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

PRESENTATIONS AND AWARDS

PA1 Recognition of Abraham Gotman for his Service on the Police Officers' Retirement Board (Deferred)

PA2 Recognition of Jaime Schapiro for his Service on the Architectural Review Board (Deferred)

PA3 2019 Uniform Crime Report (UCR) - Year End Review (Deferred)

PA4 Presentation of the Officer of the Year Award (Deferred)

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Approval of Minutes (Deferred)

R5 – ORDINANCES

R5A AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES, BY AMENDING SECTION 21-268 "ADDITIONAL STANDARDS FOR GRANDFATHERED APARTMENT-HOTEL PROJECTS" TO PERMIT PORTE-COCHERES IN THE RM-S ZONING DISTRICT TO ENCROACH AND PROJECT INTO THE FRONT SETBACK IF IT MEETS CERTAIN CRITERIA; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE. (Deferred)

R7 – RESOLUTIONS

R7A A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; ACCEPTING THE COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2019, RELATING TO THE ANNUAL AUDIT PERFORMED BY THE VILLAGE'S INDEPENDENT AUDITOR, RSM US LLP; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that it is a requirement to submit the Comprehensive Annual Financial Report (CAFR) to the Council for acceptance. He introduced Anil Harris representing the RSM Audit team, attending by remote audio. Mr. Harris provided highlights of the audit and the management letter, stating that the audit resulted in an unmodified clean opinion and that there were no significant issues or transactions. He said the audit team had access to all records and that there were no new recommendations. He described the significant estimates that were required to put the financial statements together adding that the assumptions and methods used were reasonable and can be relied upon. Mr. Harris then provided an overview of the CAFR.

Mayor Groisman asked Mr. Harris if there was anything that he did not present that he would have otherwise presented in a live meeting, to which Mr. Harris responded he had covered everything that we would have covered in a live meeting.

Councilman Sklar acknowledged the Manager and his team. Mr. Gonzalez thanked the audit team and Village Staff, and especially Finance Department staff, Thom Pham, Lissandra Almaguer and Claudia Dixon. Mayor Groisman expressed his gratitude to the Manager and Staff.

There were no public comments submitted.

MOTION: A Motion to accept the Comprehensive Annual Financial Report was move by Mayor Gabriel Groisman and seconded by Councilman Jeffrey Freimark.

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

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A TASK AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES INC., (CGA) FOR THE PROVISION OF ENGINEERING, AND PROFESSIONAL CONSTRUCTION SERVICES FOR THE NEW WATER SERVICE, SANITARY SEWER, DRAINAGE, CURBING AND ASSOCIATED WORK RELATED TO THE UTILITIES INFRASTRUCTURE PHASE 3(A) PROJECT, AS SPECIFIED WITHIN CGA PROPOSALS NO. 17- 9868.17 AND NO. 17-9868.44, IN THE AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY FOUR THOUSAND FOUR HUNDRED THIRTY FOUR ($154,434) DOLLARS, INCLUSIVE OF A SEVEN PERCENT (7%) CONTINGENCY ALLOCATION IN

THE AMOUNT OF TEN THOUSAND ONE HUNDRED FOUR ($10,104) DOLLARS, ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the saying that this item awarded CGA construction oversight and construction management for work related to the utilities infrastructure project. There were no further comments from the Council and there were no public comments submitted.

MOTION: A Motion to approve the resolution was moved by Councilman Jeffrey Freimark and seconded by Councilman David Albaum.

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

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND FUSEIDEAS FOR THE PURPOSE OF PROVIDING WEBSITE SERVICES UNDER ONE UNIFIED CMS PLATFORM AT A COST NOT TO EXCEED $145,000 FOR THE FIRST YEAR AND HOSTING AND MAINTENANCE SERVICES FOR THE REMAINDER OF THE AGREEMENT AT A COST NOT TO EXCEED $18,950 ANNUALLY; APPROVING AN INITIAL TERM OF THREE YEARS AND A RENEWAL OPTION FOR UP TO TWO ADDITIONAL YEARS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE. (Deferred)

R7D A RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 IN BAL HARBOUR VILLAGE FOR THE PURPOSE OF ELECTING TWO VILLAGE COUNCILMEMBERS (DISTRICTS 2 and 4); PROVIDING THAT MIAMI-DADE COUNTY ELECTIONS DEPARTMENT SHALL CONDUCT SAID ELECTIONS; PROVIDING THAT THE VOTING PRECINCT FOR SAID ELECTIONS SHALL BE ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE FORMS OF BALLOT AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY. (Deferred)

SUPPLEMENTAL AGENDA

R7E A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AUTHORIZING THE VILLAGE MANAGER, WHEN ACTING AS DIRECTOR OF EMERGENCY MANAGEMENT, TO EXERCISE EXTRAORDINARY POWERS DURING THE DECLARED PUBLIC HEALTH EMERGENCIES, EFFECTIVE MARCH 17, 2020 UNTIL TERMINATED BY THE

VILLAGE COUNCIL, WITH ANY ACTIONS PURSUANT TO SUCH POWERS SUBJECT TO RATIFICATION AT THE NEXT REGULARLY SCHEDULED COUNCIL MEETING; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item saying that this item was added after the printing of the agenda in light of the circumstances with regard to the Coronavirus pandemic and that it provided for the Council to grant powers to the Manager to ensure the continuity of business during a declared emergency to purchase, restrict or take action. He said his actions would come back to the Council for ratification and that the authorization would be in effect until rescinded.

There were no public comments submitted.

MOTION: A Motion to approve the resolution was Moved by Mayor Gabriel Groisman and seconded by Assistant Mayor Seth Salver.

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

Mr. Gonzalez said that he had conferenced earlier in the day with municipal managers of the County, and that they were requesting copies of this resolution to follow suit.

Mayor Groisman acknowledged the commitment of Mr. Gonzalez and Village Staff with regards to their actions during the crisis.

R9 – NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion Regarding an Update on Village's Efforts Pertaining to the COVID-19 Virus - Councilman Albaum (Deferred)

R9B Discussion Regarding Village's Insurance Programs and Plans - Councilman Freimark (Deferred)

R9C Discussion Regarding Traffic Lights on Collins Avenue at Harbour Way/Oceana- Councilman Sklar (Deferred)

R9D - PUBLIC COMMENT

R10 – VILLAGE MANAGER REPORT

R10A Update on Village's Efforts Pertaining to the Coronavirus (COVID-19)

Mr. Gonzalez said that the Village began preparing for this emergency at the end of February, activating the Village's Emergency Plan. He described the implementation of

conference calls conducted twice daily, to analyze the current situation, to respond to identified issues and create regular updates to inform the public. Mayor Groisman described his conference with municipal mayors and the County mayor, in regards to lack of unified instruction from the State.

Mr. Gonzalez said that he had declared a State of Emergency on March 13, 2020 so that the Village could take necessary actions. He then described the Villages response to media coverage of people testing positive of the Coronavirus in Bay Harbour Islands and a New Yorker that had visited Bal Harbour, and Rabbi Lipskar. He said that in an abundance of caution, public events had been shut down and EOC activities had been ramped up.

Councilman Freimark left the meeting at 7:16 PM.

He summarized the restrictions placed on bars, restaurants and food establishments, gyms and spas, social gathering rooms and common areas. He said that beaches would currently remain open, but the only chairs/umbrellas allowed would be those that are privately owned. He added that furniture around condo pool areas would be limited to maintain a safe distance and that the Jetty would be closed to fishing. He provided an update on the status of the Bal Harbour Shops, saying that several had closed, but there would be a tipping point where the rest would follow.

Mr. Gonzalez said that Village Hall would remain open, but that staff may go into an Alpha/Bravo mode, and that the Building Department would remain open until further notice. He encouraged everyone to visit the Village's website:

www.balharbourfl.gov/coronavirus
to get frequent updates and
to sign up for public notices and alerts at:
https://www.balharbourfl.gov/quick-link-pages/my-bal-harbour-app
and
https://www.balharbourfl.gov/quick-link-pages/connect-with-us.

Councilman Albaum asked for a status for services at the Shul, to which Mayor Groisman responded that all services have been closed down. Councilman Albaum then expressed his gratitude to the Mayor, the Manager and Village Staff.

Assistant Mayor Salver asked if there was a mechanism in which the State would notify us of more cases testing positive, to which Mr. Gonzalez responded that we would get numbers, but not names, unless they self-report. Assistant Mayor Salver stressed the importance of planning for the long-term.

Mr. Gonzalez said that he has shut down expenditures related to Resort Tax and General Fund dollars in an anticipation of shortfalls.

Councilman Sklar acknowledged the work of the Manager and Village Staff in the Village's response to the Coronavirus. He then requested that Councilmembers be sent the daily Coronavirus updates prior to being sent to the public in order to have time to respond to their constituents. He asked if the Village was prepared in the event that many police officers/first responders test positive. Police Captain Mauricio Escarra said that he had been in regular meetings with the Dade Chiefs, and that officers from other municipalities would be available through mutual aid, adding that all Bal Harbour officers have received stringent training on sanitation guidelines. Mr. Gonzalez added that reserve officers would also be available.

Assistant Manager Ramiro Inguanzo provided an update of Coronavirus testing and criteria for being tested in Miami-Dade County.

R11 – VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 – VILLAGE ATTORNEY REPORT

END OF REGULAR AGENDA

ADJOURNMENT – The meeting was adjourned at 7:41 PM.

_____
Mayor Gabriel Groisman

Attest:

_____
Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING AN ADDITIONAL SERVICES AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., (CMA) FOR THE PROVISION OF ENGINEERING SERVICES FOR ADDITIONAL DRAINAGE DESIGN, PERMITTING AND LIMITED CONSTRUCTION ADMINISTRATIVE SUPPORT RELATED TO THE UTILITIES INFRASTRUCTURE PHASE 6(A), 6(B) PROJECT, IN THE AMOUNT NOT TO EXCEED ($47,722) DOLLARS.

Issue:

Should the Village Council approve the Additional Services Agreement with Chen Moore and Associates, Inc, (CMA), for the new storm water system design and related services for the Phase 6 (A),6(B) Project, in the amount not to exceed $47,722?

Bal Harbour Experience:

□ Beautiful Environment	□ Safety	x Modernized Public Facilities + Infrastructure
□ Destination & Amenities	□ Exclusivity & Access	x Resiliency + Sustainable Community

Item Summary/Recommendation:

The current agreement between the Village and Chen Moore and Associates, Inc. (CMA), related to the design of the Phase 6 (A), 6(B) Project, did not envision the re-design of the stormwater system. The Village requested CMA to develop the storm water drainage scope and CMA has submitted the additional services proposal No. P19.453.02.AS1 in the amount of forty-four thousand six hundred ($44,600) dollars, to design the new drainage wells with other associated system improvements. A seven percent (7%) contingency in the amount of ($3,122) has been allocated to anticipate the cost of unforeseen conditions. The total not to exceed proposed cost for the additional storm water system design and related services for the Phase 6 (A) 6 (B) Project is ($47,722), rounded up to the nearest dollar, inclusive of the applied contingency.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

Financial Information:

	Amount	Account	Account #
1	$47,722	General Fund-Capital Outlay-Project 6(A)	01-41-506325

Sign Off:

Parks & Public Spaces Director	Chief Financial Officer	Village Manager
John Oldenburg	Claudia Dixon	Jorge M. Gonzalez

APRIL 21, 2020 **AGENDA ITEM _____**

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 21, 2020

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN ADDITIONAL SERVICES AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., (CMA) FOR THE PROVISION OF ENGINEERING SERVICES FOR ADDITIONAL DRAINAGE DESIGN, PERMITTING AND LIMITED CONSTRUCTION ADMINISTRATIVE SUPPORT RELATED TO THE UTILITIES INFRASTRUCTURE PHASE 6(A), 6(B) PROJECT, AS SPECIFIED WITHIN CMA PROPOSAL NO. P19.453.02.AS1 IN THE AMOUNT NOT TO EXCEED FORTY SEVEN THOUSAND SEVEN HUNDRED TWENTY TWO ($47,722) DOLLARS, INCLUSIVE OF A SEVEN PERCENT (7%) CONTINGENCY ALLOCATION IN THE AMOUNT OF THREE THOUSAND ONE HUNDRED TWENTY TWO ($3,122) DOLLARS, ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The original adopted Utility Master Plan envisioned relocating water services from the rear of the individual residential properties to the front along with water meters, and the restoration of the Stormwater and Sanitary Sewer systems where deficiencies are identified. Our strategy remains to focus on opportunities to repair and reuse existing infrastructure rather than wholesale replacement. Ultimately, this will result in project savings, but more importantly, will avoid costly capital projects with messy and lengthy construction periods.

The work will be conducted within the Gated Residential Community using a phased sectional approach. Each of the sections will receive the rehabilitative Sanitary Sewer, Water, Stormwater and associated street paving as determined to restore the functionality of the system. Additionally, while this work is intended to be completed in zones, other work such as small sectional repairs to the Residential Gated Community sanitary sewer and manholes along with rehabilitative sewer pipe lining will be systematically completed. These activities can be conducted continuously because the work does not disrupt local traffic for extended periods and the sanitary sewer lining work is best performed in large areas to save money due to economy of scale for these services.

On July 17, 2018, the Village Council adopted Resolution No. 2018-1161 approving the Continuing Services Agreement between the Village and Chen Moore and Associates for the provision of engineering and professional consulting services as needed.

On March 19, 2019, the Village Council adopted Resolution No. 2019-1217 approving the Agreement between the Village and Chen Moore and Associates for the provision of engineering and professional consulting services related to the design activities related to the Utilities Infrastructure Improvements Project Phase 6(A), 6(B).

On October 29, 2019, the Village Council adopted Resolution No. 2019-1257 approving the Additional Services Agreement between the Village and Chen Moore and Associates for the provision of engineering and professional consulting services to develop a stormwater drainage test well within the Utilities Infrastructure Improvements Project Phase 6(A), 6(B). This test well was necessary in order to continue the design development for the storm water system improvements within the project location.

ANALYSIS

The current agreement between the Village and Chen Moore and Associates, Inc. (CMA), related to the design of the Phase 6 (A), 6(B) Project included the new water service delivery and main lines, storm water system inspection, minor repairs as identified and curb and gutter improvements, with paving. The agreement did not envision the re-design of the stormwater system or changes to the existing storm water outfalls within the project area.

The previously approved task for CMA, to design and construct a stormwater drainage test well within the Phase 6(A), 6(B) area, is currently in the late design stage, with construction planned for later this summer. The test well will provide additional information concerning current system capacities and stormwater flow rates, to be incorporated into the proposed drainage improvements within this Project area. Additionally, the test well will be incorporated into the new storm water system designs as a permeant component of the storm water system.

Subsequent to the initial design phase for this Project, CMA has reviewed the existing system functionality and the impact of using the two area stormwater outfalls to discharge directly into Biscayne Bay after rainfall events. It is now proposed to divert stormwater that directly discharges into the Bay through the two outfalls into four (4) or more new drainage wells. This action would disconnect the two existing direct discharging outfalls from the system and designate them for emergency overflow only. The new stormwater design will create a system improvement that captures the storm water received from the roadways into the drainage wells and structures first, thereby eliminating the discharge of roadway pollutants directly into the Bay. Also, the installation of these improvements will ensure the Villages continued compliance with Miami Dade County and Federal Environmental Protection Agency regulations for water quality.

CMA has submitted the requested additional services proposal No. P19.453.02.AS1 in the amount of forty-four thousand six hundred ($44,600) dollars, to design the new

drainage wells with other associated system improvements. In addition, the proposal provides for the required permitting and limited construction administrative services related to this new work.

In the construction industry, contingency funds are utilized as reserve monies used to cover unexpected costs which arise from unforeseen conditions. These funds are not allocated to any specific area of work and if they are not required, the funds are returned to overall Capital Program Budget at the end of the Project. In order to anticipate the cost of unforeseen conditions and additional meetings not accounted for within the proposals, it is appropriate to include a contingency of seven percent (7%) of the total cost, which equates to three thousand one hundred twenty-two ($3,122) dollars, rounded up the nearest dollar. Therefore, the total proposed cost for the additional stormwater design and related services for the Phase 6 (A), 6(B) Project is forty-seven thousand seven hundred twenty-two ($47,722), dollars rounded up to the nearest dollar, inclusive of the applied contingency.

The information on the next page summarizes the CMA proposal No. P19.453.02.AS1, which is attached for your review.

Additional Storm Water System Design:

- Review survey and/or as-built drawings, obtained from local utilities and field verify locations as per available accessibility;
- Visit the site as necessary to become familiar with and/or document current site conditions;
- Contact, as necessary, governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations;
- Design of new interconnected drainage collection system for the areas along Bal Bay Drive, currently served by the two existing bay outfall pipes (only);
- Design of new gravity discharge well and water quality treatment structure;
- Preparation of appropriate drainage calculations, as required for the design and permitting of proposed drainage improvements;
- Closely coordinate with the client and owner, during this phase;
- Update the Engineer's opinion of probable cost.

Funding:
The funding for these projects, engineering and subsequent construction activities work was approved on September 17, 2019 with the Bal Harbour Village Council ratification of Resolution No. FY 2019-20, approving and adopting the Fiscal Year 2019-20 Final Budget and Capital Improvement Plan.

THE BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through The *Bal Harbour Experience*. The engineering and design work required to complete the stormwater system improvements corresponds directly to the goal of Modernized Public Facilities and

Infrastructure. Additionally, the incorporation of stormwater injection wells and the amended emergency use only designation for the two area stormwater outfalls, elevates our water quality efforts to ensure roadway pollutants are not discharged into Biscayne Bay. These efforts also line up to the goal of Resiliency and Sustainable Community.

CONCLUSION

With your approval of this Resolution, the envisioned stormwater system improvements will receive additional storm water storage capacity and ensure our continued compliance with County, State and Federal water quality regulations. The previously approved test stormwater drainage well, will be incorporated into the storm water system in this area as a permanent injection well.

I have reviewed CMA proposal No. P19.453.02.AS1 related to the Phase 6(A),6(B) Project stormwater system designs and related activities and I have determined that the cost for the services requested and the inclusion of a seven percent (7%) contingency of the total cost is appropriate.

Based on my review, I am seeking your approval of this Resolution which authorizes me to execute an Additional Services Agreement with Chen Moore and Associates, Inc. for the additional stormwater design and related services for the Phase 6 (A), 6(B) Utility Infrastructure Project in the amount not to exceed forty-seven thousand seven hundred twenty-two ($47,722), dollars rounded up to the nearest dollar, inclusive of the applied contingency.

Attachments:

1. CMA proposal No. P19.453.02.AS1
2. Utility Project Phasing Map.

RESOLUTION NO. 2020-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN ADDITIONAL SERVICES AGREEMENT WITH CHEN MOORE AND ASSOCIATES INC., (CMA) FOR THE PROVISION OF ENGINEERING SERVICES FOR ADDITIONAL DRAINAGE DESIGN, PERMITTING AND LIMITED CONSTRUCTION ADMINISTRATIVE SUPPORT RELATED TO THE UTILITIES INFRASTRUCTURE PHASE 6(A), 6(B) PROJECT, AS SPECIFIED WITHIN CMA PROPOSAL NO. P19.453.02.AS1 IN THE AMOUNT NOT TO EXCEED FORTY SEVEN THOUSAND SEVEN HUNDRED TWENTY TWO ($47,722) DOLLARS, INCLUSIVE OF A SEVEN PERCENT (7%) CONTINGENCY ALLOCATION IN THE AMOUNT OF THREE THOUSAND ONE HUNDRED TWENTY TWO ($3,122) DOLLARS, ROUNDED UP TO THE NEAREST DOLLAR; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 17, 2018, the Village Council adopted Resolution No. 2018-1161 approving the Continuing Services Agreement between the Village and Chen Moore and Associates for the provision of engineering and professional consulting services as needed.

WHEREAS, on March 19, 2019, the Village Council adopted Resolution No. 2019-1217 approving the Agreement between the Village and Chen Moore and Associates for the provision of engineering and professional consulting services related to the design activities related to the Utilities Infrastructure Improvements Project Phase 6(A), 6(B).

WHEREAS, On October 29, 2019, the Village Council adopted Resolution No. 2019-1257 approving the Additional Services Agreement between the Village and Chen Moore and Associates for the provision of engineering and professional consulting services to develop a drainage test well within the Utilities Infrastructure Improvements Project Phase 6(A), 6(B).

WHEREAS, this Council finds that the Additional Services Proposal submitted by Chen Moore and Associates (CMA) for the provision of professional services for additional drainage design, permitting and limited administrative support related to Utility

Infrastructure Project 6(A) and (B) in the amount of forty seven thousand seven hundred twenty two ($47,722) dollars is in the best interest of the Village.

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

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

Section 2. Additional Services Approved. That Additional Services for the provision of engineering services for additional drainage design, permitting and limited construction administrative support related to Utilities Infrastructure Phase 6(A) and 6(B) Project in the amount not to exceed forty seven thousand seven hundred twenty two ($47,722) dollars, inclusive of a seven percent (7%) contingency allocation is hereby approved.

Section 3. Implementation. That the Village Manager is hereby authorized to execute an amendment in a form acceptable to the Village Council and the Village Attorney, to include the Additional Services Proposal as part of CMA's scope of work, and to initiate any other activities as to take all actions necessary to implement the purposes of this Resolution.

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

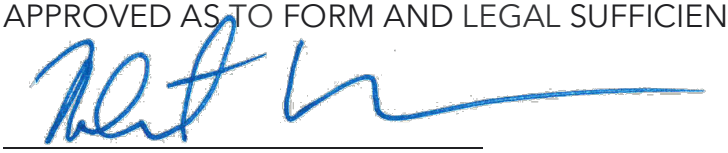
PASSED AND ADOPTED this 21st day of April, 2020.

Mayor Gabriel Groisman

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Village Attorney

Weiss Serota Helfman Cole & Bierman, P.L.

CHEN·MOORE
&ASSOCIATES

2103 Coral Way, Suite 401
Miami, FL 33145
Phone: +1 (786) 497-1500
Fax: +1 (786) 497-2300
www.chenmoore.com

May 22, 2019

SENT VIA EMAIL (joldenburg@balharbourfl.gov)

Mr. John Oldenburg
Bal Harbour Village
Director – Parks and Open Spaces
655 96th Street
Bal Harbour, FL 33154

Subject: **Parcels 6A & 6B Improvements – Civil Engineering**
CMA Additional Services Proposal No. P19.453.02 AS1

Dear Mr. Oldenburg:

Chen Moore and Associates (CMA) is pleased to submit this additional services fee proposal for Professional Engineering Services to provide additional drainage design for the areas along Bal Bay Drive. Currently, the storm water system in this area discharges via two existing bay water outfalls. The Village desires to disconnect these two outfalls from the drainage system and utilize them for emergency overflows. The corresponding drainage areas will receive new interconnected drainage pipes (as needed) new inlets and a new gravity drainage well with required treatment structure to achieve water quality. The base scope of services specifically excluded any drainage design, exclusive of minor inlet/grate adjustments. This additional services proposal shall augment these services (outlined below) to include the required drainage design, associated permitting and construction administration support services, inclusive of final certifications and permit closeouts.

Task AS1 – Additional Drainage System Design – Consultant shall perform the following:

- Consultant shall review survey and/or as-built drawings, obtained from local utilities and field verify locations as per available accessibility.
- Consultant shall visit the site as necessary to become familiar with and/or document current site conditions.
- Consultant shall contact, as necessary, governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Design of new interconnected drainage collection system for the areas along Bal Bay Drive, currently served by the two existing bay outfall pipes (only)
- Design of new gravity discharge well and water quality treatment structure
- Preparation of appropriate drainage calculations, as required for the design and permitting of proposed drainage improvements
- Consultant shall closely coordinate with the client and owner, during this phase.

Deliverables (as per base scope of services):

- Provide Three (3) sets of hard copies 90% Plans on 11"x17", and one (1) electronic copy
- Updated Design schedule (as required)
- Updated Engineer's Opinion of Probable Cost

CHEN·MOORE
&ASSOCIATES

2103 Coral Way, Suite 401
Miami, FL 33145
Phone: +1 (786) 497-1500
Fax: +1 (786) 497-2300
www.chenmoore.com

FEES

Consultant shall schedule work upon receipt of signed approval for this project as required.

The total lump sum fee for this project will be divided as follows:

TASKS

Task(s)	Task Description	Lump Sum Fees	Total Fees
Task AS1	Additional Drainage System Design ✓	$33,000.00	$33,000.00
Task AS2	Additional Permits and Approvals	$6,000.00	$6,000.00
Task AS3	Additional Limited Construction Administration Support Services	$5,600.00	$5,600.00
	TOTAL	***$44,600.00***	***$44,600.00***

11
12
13

Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500 x1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at Gmendez@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Gregory Mendez, P.E.
Miami Branch Manager / Senior Engineer

Attachment(s): Exhibit A

Cc: Jose L. Acosta, PE, Vice President – Chen Moore and Associates

CHEN·MOORE
&ASSOCIATES

2103 Coral Way, Suite 401
Miami, FL 33145
Phone: +1 (786) 497-1500
Fax: +1 (786) 497-2300
www.chenmoore.com

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Parcels 6A & 6B Improvements Replacement (Additional Services Fee Proposal)**
Client Name: **Bal Harbour Village**
Client Contact: **Mr. John Oldenburg**
Client Address: **655 96th Street, Bal Harbour, FL 33154**
Client Phone/Fax: **(305) 993-7436 / F (305) 868-6575**
Client E-mail: **joldenburg@balharbourfl.gov**

CMA Project No. **P19.453.02 AS1**
Agreement Date: **May 22, 2019**

FEE: Lump Sum of **$44,600.00**
RETAINER: **N/A**

Notice to Owner: Bal Harbour Village owns the right-of-way where the utilities are proposed to be constructed. Bal Harbour Village are also the owners of the utility and shall have control of the any water, sewer and/or drainage easements that may be required.

CHEN MOORE AND ASSOCIATES (CONSULTANT)

Authorized Signature

GREGORY MENDEZ, PE - MIAMI BRANCH MANAGER / SENIOR ENGINEER
Print Name/Title

6/12/19
Date

VILLAGE OF BAL HARBOUR (CLIENT)

Authorized Signature

MIKE ALVAREZ — UTILITY COMPLIANCE OFFICER
Print Name/Title

6/12/19
Date

EXHIBIT "2"

Payment Schedule

[TO BE INSERTED]

CHEN·MOORE
&ASSOCIATES

2018 Labor Rate Schedule

Title	Hourly Rate
Principal	$210.00
Project Director	$185.00
Senior Project Manager	$175.00
Project Manager	$155.00
Senior Engineer	$140.00
Project Engineer	$125.00
Associate Engineer	$105.00
Engineer	$85.00
Senior Landscape Architect	$165.00
Project Landscape Architect	$115.00
Associate Landscape Architect	$85.00
Senior Designer	$115.00
Designer	$95.00
Senior Technician	$85.00
Technician	$75.00
Senior Construction Specialist	$125.00
Construction Specialist	$85.00
Clerical	$60.00
Engineering Intern	$60.00

BAL HARBOUR VILLAGE PARKS AND PUBLIC SPACES DEPARTMENT
CAPITAL PROJECTS PROGRAM PHASING PLAN

GRAPHIC SCALE
0 75 150 300
(IN FEET)
1" = 150'

6(b)
5(c)
1(b)
3(b)
6(a)
5(b)
3(c)
4
5(a)
3(a)
2(b)
2(b)
Complete 2019

BAL BAY DRIVE SOUTH
BAL BAY COURT
PUMP STATION No.1
BALFOUR DRIVE
PARK DRIVE
CAMDEN DRIVE
CAMDEN COURT
BAL CROSS DRIVE
HARBOUR WAY
BISCAY DRIVE
BAL BAY DRIVE
DICKENS AVE.
CARLYLE AVE.
BYRON AVE.
ABBOTT AVE.
HARDING AVE.
COLLINS AVE.
96TH STREET
COLLINS AVENUE (A-1-A)
ATLANTIC OCEAN
SHERATON HOTEL
BAL MORAL HOTEL
SEAVIEW HOTEL
BAL HARBOUR TOWER
THE PALACE
BAL HARBOUR 101
TIFFANY HOTEL
PLAZA OF BAL HARBOUR
BAL HARBOUR BEACH CLUB
KENILWORTH CONDOS
KENILWORTH HOUSE
CARLTON TERRACE
HARBOUR HOUSE SOUTH
HARBOUR HOUSE NORTH
MAJESTIC HOTEL

Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS

BAY HARBOUR VILLAGE
BAY HARBOUR , FLORIDA

PARKS AND PUBLIC SPACES DEPARTMENT -
CAPITAL PROJECTS PROGRAM PHASING PLAN

SHEET: 1

File Name: P:\Projects\2017\179868 Bal Harbour Engineering Services\CADD Files\Drawings\Temporary Files To Be Renamed And Transfered\BAL_HARBOR-BASE.dwg -- (Plotted by: Mike Orefice on Thursday, September 20, 2018 4:57:13 PM)

ADDITIONAL SERVICES AGREEMENT

Between

BAL HARBOUR VILLAGE

And

CHEN MOORE & ASSOCIATES

For

ENGINEERING SERVICES FOR ADDITIONAL DRAINAGE DESIGN, PERMITTING AND LIMITED CONSTRUCTION ADMINISTRATIVE SUPPORT RELATED TO THE UTILITIES INFRASTRUCTURE PHASE 6(A), 6(B) PROJECT FOR THE VILLAGE OF BAL HARBOUR, MIAMI-DADE COUNTY, FLORIDA

Work Authorization No. _____

Pursuant to the provisions contained in the "Continuing Services Agreement for Professional Engineering and Consulting Services" (hereinafter referred to "CONTINUING SERVICES AGREEMENT") between BAL HARBOUR VILLAGE (hereinafter referred to as "VILLAGE") and Chen Moore & Associates, hereinafter referred to as "CONSULTANT"), dated July 17, 2018, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering and design services to the VILLAGE for the Project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in Exhibit "1".

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the VILLAGE the following Deliverables:

Construction documents comprised of all plans and specifications necessary to govern the installation of the work as designed by the CONSULTANT.

SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGES

3.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through December 31, 2020, unless otherwise terminated pursuant to Section 6 or other applicable provisions of this Project Agreement. The Village Manger, in his/her sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 45 days. No further extensions of this Agreement shall be effective unless authorized by the Village Council.

3.2 Commencement. The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the Village Manager prior to beginning the performance of services.

3.3 Contract Time. Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as Exhibit "1." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

3.4 Liquidated Damages. Unless otherwise excused by the VILLAGE in writing, in the event that the CONSULTANT fails to meet the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the VILLAGE the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: $_____.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the VILLAGE, estimated at or before the time of executing this Agreement. When the VILLAGE reasonably believes that completion will be inexcusably delayed, the VILLAGE shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the VILLAGE to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the VILLAGE has withheld payment, the VILLAGE shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this Agreement are of the essence.

SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 Lump Sum Compensation. VILLAGE agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum not to exceed $47,722. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above, inclusive of contingency funds. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

4.2 Contingency Funds. Total amount of contingency funding in the amount of three thousand one hundred twenty two dollars ($3, 122), or seven percent (7%) of the contract price, has been allocated to fund additional services as required to complete this Project, as long as the total compensation paid to consultant does not exceed $47,722.There is no obligation of the VILLAGE to remit payment for these funds without submittal of itemized costs with stated reason for the request for these funds.

4.3 Reimbursables. It is acknowledged and agreed to by CONSULTANT that the lump sum set forth in Section 4.1 includes Direct Expenses and describes the maximum extent of, VILLAGE's obligation to reimburse CONSULTANT for direct, nonsalary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 Invoices.

5.1.1 Lump Sum Compensation. CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule as shown on Exhibit "2", attached hereto and made a part of this Agreement. Invoices for each phase shall not exceed the amounts allocated to said phase. The statement shall show a summary of fees with accrual of the total and credits for portions paid previously.

5.2 Disputed Invoices. In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within Thirty (30) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with a written response and any additional information requested by the VILLAGE within Fifteen(19) working days of the date of the VILLAGE'S notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 Suspension of Payment. In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to

Subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy, or other breach of Project Agreement, and the cause thereof, is corrected to the Village's reasonable satisfaction.

5.4 Retainage. The VILLAGE reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due the CONSULTANT until the project is completed. Said retainage may be withheld at the sole discretion of the VILLAGE and as security for the successful completion of the CONSULTANT'S duties and responsibilities under this Project Agreement.

5.5 Final Payment. Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payment to any and all subcontractors, and all final specifications, plans or other documents as dictated in the Scope of Services and Deliverables. Acceptance of final payment shall constitute a waiver of all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 For Cause. This Agreement may be terminated by either party upon Fifteen (15) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause; such termination shall thereupon be deemed a termination for convenience under Section 6.2 and the provisions of Section 6.2 shall apply.

6.2 For Convenience. This Agreement may be terminated by the VILLAGE for convenience upon Thirty (30) calendar days' written notice to the CONSULTANT. In the event of such a termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible terminate any outstanding subconsultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and reimbursable expenses incurred prior to the date of termination. In such event, the CONSULTANT shall promptly submit to the VILLAGE its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 5.1. Under no circumstances shall the VILLAGE make payment of profit to the CONSULTANT for services which have not been performed.

6.3 Assignment Upon Termination. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the VILLAGE and the CONSULTANT shall within Sixty (60) working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the

CONSULTANT pertaining to this Project Agreement. Upon the VILLAGE'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the VILLAGE.

6.4 Suspension for Convenience. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever, or without reason, for a cumulative period of up to One hundred Eighty (180) calendar days. If any such suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided herein, through no fault of the CONSULTANT, the VILLAGE shall pay the CONSULTANT as full compensation for such suspension the CONSULTANT's reasonable cost, actually incurred and paid, of demobilization and remobilization.

SECTION 7. PERSONNEL ASSIGNED TO PROJECT

7.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
__Gregory Mendez____	_Senior Engineer_
__Jose L. Acosta_____	_Vice President___
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the VILLAGE reserves the right to reject any proposed substitution for any of the above-named individuals, and the VILLAGE shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 8. INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the VILLAGE and the CONSULTANT dated July 17, 2018, not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 9. SEVERABILITY

If any provision of this Project Agreement or its application to any person or situation shall to any extent, be invalid or unenforceable, the remainder of this Project Agreement, and the application of such provisions to persons or situations other than

those to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 10. MISCELLANEOUS

10.1 Scrutinized Companies.

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

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

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

10.1.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.2 The CONSULTANT shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

10.2.1 CONSULTANT agrees to keep and maintain public records in CONSULTANT's possession or control in connection with CONSULTANT's performance under this Agreement. CONSULTANT additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. 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.

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

10.2.3 Unless otherwise provided by law, any and all records, including but

not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the VILLAGE.

10.2.4 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 the CONSULTANT shall be delivered by the 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, the CONSULTANT shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

10.2.5 Any Compensation due to CONSULTANT shall be withheld until all records are received as provided herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633, or by mail: VILLAGE Clerk, 655-96TH STREET BAL HARBOUR, FLORIDA 33154

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The VILLAGE, signing by and through its Mayor, attested to by its Village Clerk, duly authorized to execute same, and by CONSULTANT, by and through its _____, duly authorized officer to execute same.

VILLAGE

BAL HARBOUR VILLAGE, FLORIDA

By:_____

The _____ day of _____, 2020.

AUTHENTICATION:

Village Clerk

(SEAL)

APPROVED AS TO FORM

_____

Village Attorney

CONSULTANT

_____

By:_____
Print Name:_____
Title:_____

The _____ day of _____, 2020.

AUTHENTICATE:

_____
Secretary

_____
Print Name

(CORPORATE SEAL)

WITNESSES:

_____
Print Name:_____

_____
Print Name:_____

Exhibit "1"

Project Description, Scope of Services, Project Schedule

[TO BE INSERTED]

CHEN·MOORE
&ASSOCIATES

2103 Coral Way, Suite 401
Miami, FL 33145
Phone: +1 (786) 497-1500
Fax: +1 (786) 497-2300
www.chenmoore.com

May 22, 2019

SENT VIA EMAIL (joldenburg@balharbourfl.gov)

Mr. John Oldenburg
Bal Harbour Village
Director – Parks and Open Spaces
655 96th Street
Bal Harbour, FL 33154

Subject: **Parcels 6A & 6B Improvements – Civil Engineering**
CMA Additional Services Proposal No. P19.453.02 AS1

Dear Mr. Oldenburg:

Chen Moore and Associates (CMA) is pleased to submit this additional services fee proposal for Professional Engineering Services to provide additional drainage design for the areas along Bal Bay Drive. Currently, the storm water system in this area discharges via two existing bay water outfalls. The Village desires to disconnect these two outfalls from the drainage system and utilize them for emergency overflows. The corresponding drainage areas will receive new interconnected drainage pipes (as needed) new inlets and a new gravity drainage well with required treatment structure to achieve water quality. The base scope of services specifically excluded any drainage design, exclusive of minor inlet/grate adjustments. This additional services proposal shall augment these services (outlined below) to include the required drainage design, associated permitting and construction administration support services, inclusive of final certifications and permit closeouts.

Task AS1 – Additional Drainage System Design – Consultant shall perform the following:

- Consultant shall review survey and/or as-built drawings, obtained from local utilities and field verify locations as per available accessibility.
- Consultant shall visit the site as necessary to become familiar with and/or document current site conditions.
- Consultant shall contact, as necessary, governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Design of new interconnected drainage collection system for the areas along Bal Bay Drive, currently served by the two existing bay outfall pipes (only)
- Design of new gravity discharge well and water quality treatment structure
- Preparation of appropriate drainage calculations, as required for the design and permitting of proposed drainage improvements
- Consultant shall closely coordinate with the client and owner, during this phase.

Deliverables (as per base scope of services):

- Provide Three (3) sets of hard copies 90% Plans on 11"x17", and one (1) electronic copy
- Updated Design schedule (as required)
- Updated Engineer's Opinion of Probable Cost

CHEN·MOORE
&ASSOCIATES

2103 Coral Way, Suite 401
Miami, FL 33145
Phone: +1 (786) 497-1500
Fax: +1 (786) 497-2300
www.chenmoore.com

FEES

Consultant shall schedule work upon receipt of signed approval for this project as required.

The total lump sum fee for this project will be divided as follows:

TASKS

Task(s)	Task Description	Lump Sum Fees	Total Fees
Task AS1	Additional Drainage System Design ✓	$33,000.00	$33,000.00
Task AS2	Additional Permits and Approvals	$6,000.00	$6,000.00
Task AS3	Additional Limited Construction Administration Support Services	$5,600.00	$5,600.00
	TOTAL	***$44,600.00***	***$44,600.00***

11
12
13

Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500 x1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at Gmendez@chenmoore.com.

Respectfully submitted,

CHEN MOORE AND ASSOCIATES
Gregory Mendez, P.E.
Miami Branch Manager / Senior Engineer

Attachment(s): Exhibit A

Cc: Jose L. Acosta, PE, Vice President – Chen Moore and Associates

CHEN·MOORE
&ASSOCIATES

2103 Coral Way, Suite 401
Miami, FL 33145
Phone: +1 (786) 497-1500
Fax: +1 (786) 497-2300
www.chenmoore.com

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Parcels 6A & 6B Improvements Replacement (Additional Services Fee Proposal)**
Client Name: **Bal Harbour Village**
Client Contact: **Mr. John Oldenburg**
Client Address: **655 96th Street, Bal Harbour, FL 33154**
Client Phone/Fax: **(305) 993-7436 / F (305) 868-6575**
Client E-mail: **joldenburg@balharbourfl.gov**

CMA Project No. **P19.453.02 AS1**
Agreement Date: **May 22, 2019**

FEE: Lump Sum of **$44,600.00**
RETAINER: **N/A**

Notice to Owner: Bal Harbour Village owns the right-of-way where the utilities are proposed to be constructed. Bal Harbour Village are also the owners of the utility and shall have control of the any water, sewer and/or drainage easements that may be required.

CHEN MOORE AND ASSOCIATES (CONSULTANT)

Authorized Signature

GREGORY MENDEZ, PE - MIAMI BRANCH MANAGER / SENIOR ENGINEER
Print Name/Title

6/12/19
Date

VILLAGE OF BAL HARBOUR (CLIENT)

Authorized Signature

MIKE ALVAREZ — UTILITY COMPLIANCE OFFICER
Print Name/Title

6/12/19
Date

EXHIBIT "2"

Payment Schedule

[TO BE INSERTED]

CHEN·MOORE
&ASSOCIATES

2018 Labor Rate Schedule

Title	Hourly Rate
Principal	$210.00
Project Director	$185.00
Senior Project Manager	$175.00
Project Manager	$155.00
Senior Engineer	$140.00
Project Engineer	$125.00
Associate Engineer	$105.00
Engineer	$85.00
Senior Landscape Architect	$165.00
Project Landscape Architect	$115.00
Associate Landscape Architect	$85.00
Senior Designer	$115.00
Designer	$95.00
Senior Technician	$85.00
Technician	$75.00
Senior Construction Specialist	$125.00
Construction Specialist	$85.00
Clerical	$60.00
Engineering Intern	$60.00

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING A TASK AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES INC., (CGA) FOR THE PROVISION OF ENGINEERING, AND PROFESSIONAL CONSULTING SERVICES FOR THE PROVISION OF CONSTRUCTABILITY REVIEW AND COST ESTIMATING SERVICES AS NEEDED FOR JETTY AND CUTWALK RESTORATION PROJECT, IN THE AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS ($45,000).

Issue:

Should the Village Council approve the Task Agreement with Calvin Giordano and Associates, Inc, (CGA), for the Constructability and Cost Estimating services?

Bal Harbour Experience:

x Beautiful Environment	x Safety	x Modernized Public Facilities + Infrastructure
x Destination & Amenities	x Exclusivity & Access	x Resiliency + Sustainable Community

Item Summary/Recommendation:

Mikyoung has completed 40% of the design development on the proposed restoration work in accordance with the approved Basis of Design Report. At this time, a preliminary cost estimate is needed to make sure the final development drawings align with the allocated resources. In addition, these services will ensure a marine contractor conducts constructability reviews and advises on any foreseeable cost or constructability issues.

CGA will deliver the Jetty Project Constructability Review & Cost Estimate in two phases:
Phase I: Review of marine-based project elements and constructability review based on the current project design documents. The Village and MYKD will evaluate the constructability report and recommendations to determine if the proposed structural design of waterside elements or move forward with new structural design.
Phase II: Review the marine-only analysis and design to incorporate it into a full examination and cost estimate of the complete project. This review will be based on the current design documents or if modified the documents that are provided pursuant to Phase I review report.

The services will be contracted using the CGA Continuing Services Agreement approved per Resolution 2018-1124 dated March 20, 2018. The proposed task fee proposal has been negotiated from $78,750 to $45,000. I recommend approval of the proposal and agreement.
THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

Financial Information:

	Amount	Account	Account #
1	$45,000	Jetty Project - Capital Outlay	01-73-506405

Sign Off:

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

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 21, 2020

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A TASK AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES INC., (CGA) FOR THE PROVISION OF ENGINEERING, AND PROFESSIONAL CONSULTING SERVICES FOR THE PROVISION OF CONSTRUCTABILITY REVIEW AND COST ESTIMATING SERVICES AS NEEDED FOR JETTY AND CUTWALK RESTORATION PROJECT, AS SPECIFIED WITHIN CGA PROPOSAL NO. 17-9868.41, IN THE AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS ($45,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

At the May 21st, 2019 Bal Harbour Village Council meeting Resolution No-2019-1225 was approved authorizing a professional services agreement with Mikyoung Kim Design (MYKD), for the provision of landscape architecture and engineering consulting services. Their first step was the design concept development for the Jetty/Cutwalk project followed by design development phase and final design phase would be complete with submission of construction documents.

The final concept for the Bal Harbour Jetty/Cutwalk project was presented at various community meetings the and at the last community meeting on November 13th, 2019, the concepts and proposed materials were presented in an Open House type forum allowing the residents to interact directly with the design team, the Village staff and Council members.

On December 17th, 2019, Bal Harbour Village Council authorized Resolution No-2019-1275 approving the Jetty concept designs included in the Basis of Design Report. MYKD commenced development of the concepts and submitted a 30% design development progress set for our review prior to finalizing the development phase.

ANALYSIS

Upon receiving the progress set on the Design Development phase of the Jetty project, Calvin, Giordano & Associates, Inc. (CGA), which serves as the Village Engineer, was requested to submit a proposal for Constructability and Cost Estimating services for the Jetty project. The scope of services to be provided for this project was specifically tailored to this project's specialized marine structural needs and the project team will include marine contractors and engineers to ensure that the Jetty project is provided with the necessary design expertise and marine construction experience to ensure the Village's design vision and budget align for a successful project.

It is the appropriate stage of the development process to bring in additional review of this project. The services proposed will ensure that a marine contractor and our Village Engineers will provide proper input into the opinion of probable costs (OPC), as well as real time information on the constructability of the proposed project by actual marine contractors. As you know this project is extremely unique and is to be constructed in a challenging work site. Having marine contractors provide their expertise at this time is prudent and will better inform the development of the design long term. Any constructability or cost issues that are identified, can be incorporated or corrected at this stage of the design process without adversely affecting the project design timeline.

Scope of Services:
CGA will deliver the Bal Harbour Jetty Project Review and Estimate in two Phases:

- Phase I: This phase involves the review of marine-based project elements. This constructability review will be based on the current project design documents. The Village will evaluate the constructability report and recommendations, evaluate and decide to move forward with currently proposed structural design or move forward with new structural design based on cost and ability to permit and construct.

- Phase II: Review the previous marine-only analysis and incorporate it into a full examination of the complete project. This review will be based on the current design documents and if modified the documents that are provided pursuant to Phase I review comments.

The Proposed Services will be contracted utilizing Bal Harbour Village Continuing Services Agreement authorized per Resolution 2018-1133 dated March 20, 2018, allowing for Professional Services. The professional services will include the following tasks:

Phase 1: CGA will retain and coordinate the services of a capable south Florida marine contractor and provide the following limited services:

- Perform constructability design review of current design drawings and concepts
- Provide budgetary order-of-magnitude pricing and construction sequencing schedule for proposed design;

- Provide value engineering options and potential cost savings options, if applicable;
- Attend up to three (3) required virtual and/or teleconference meetings;
- Provide digital documentation for consulting services provided, to include, but not limited to, schedules, construction sketches, pictures, quotes, back up costs, etc.

Phase 2: CGA will retain and coordinate the services of a capable south Florida general contractor and provide the following limited services:

- Review the previous marine-only analysis and incorporate it into a full examination of all the work, provide additional constructability comments and prepare a comprehensive budget/OPC of the entire project inclusive of all upland work;
- Attend up to three (3) required virtual and/or teleconference meetings;
- Provide digital documentation for consulting services provided.

THE BAL HARBOUR EXPERIENCE

The engineering consulting services required to complement the design for the restoration of the Jetty and Cutwalk and is aligned with the elements in our vision for the Village and corresponds directly to the goals of the Bal Harbour Experience:

- Resiliency and Sustainable Community
- Safety
- Destination and Amenities
- Modernized Public Facilities + Infrastructure
- Exclusivity and Access
- Beautiful Environment

Our proposed design for the Jetty will have raised platforms as a feature to assist with the sea level rise, thereby, addressing the community goals for resiliency and sustainability. We have added railings and a covered canopy for a safe enjoyable experience, where the patrons can sit in the shade to enjoy the radiant vistas and the children can safely play at the water's edge. These waterside platforms and the cascading steps leading to the beach speak out to our goals for the Bal Harbour experience. The reconstruction of the Jetty and Cutwalk will make it an exclusive, world class destination and will provide a beautiful, memorable experiences for tourists and the local community alike.

CONCLUSION

Approval of this Resolution, will allow for the constructability review and cost estimating services required for the control of the projected construction cost during the design development phase. By proceeding in this manner, we will not create a delay in the timeline for completion and submission of the final design development documents for the Jetty/Cutwalk project. It is the appropriate stage of the development process to bring in additional review of this project. The services proposed will ensure that a marine contractor and our Village Engineers will provide proper input into the opinion of probable costs (OPC), as well as real time information on the constructability of the proposed project

by actual marine contractors. Any constructability or cost issues that identified, can be incorporated or corrected at this stage of the design process without adversely affecting the project design timeline or budget.

I have reviewed CGA Proposal No. 17-9868.41 for the requested services in the amount of forty-five thousand dollars ($45,000). Staff has negotiated the task fee proposal from $78,750 to $45,000 and has determined that the cost for the services requested is appropriate.

Based on my review, I am seeking your approval of this Resolution which authorizes the Village Manager to execute a Task Agreement with Calvin, Giordano and Associates, Inc. for the requested engineering consulting services.

Attachments:

1. EXHIBIT "A" - CGA Proposal No. 17-9868.41

RESOLUTION NO. 2020-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A TASK AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES INC., (CGA) FOR THE PROVISION OF ENGINEERING, AND PROFESSIONAL CONSULTING SERVICES FOR THE PROVISION OF CONSTRUCTABILITY REVIEW AND COST ESTIMATING SERVICES AS NEEDED FOR JETTY AND CUTWALK RESTORATION PROJECT, AS SPECIFIED WITHIN CGA PROPOSAL NO. 17-9868.41, IN THE AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS ($45,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on December 17th, 2019, Bal Harbour Village Council authorized Resolution No. 2019-1275 approving the Jetty concept designs included in the Basis of Design Report. MYKD commenced development of the concepts and submitted a 30% design development progress set for review prior to finalizing the development phase; and

WHEREAS, upon receiving the progress set on the Design Development phase of the Jetty project, Calvin, Giordano & Associates, Inc. (CGA) was requested to submit a proposal for Constructability and Cost Estimating services for the Jetty project; and

WHEREAS, pursuant to Fla. Stat. 287.055(2), which regulates continuing services agreements, CGA submitted Proposal No. 17-9868.41 (Exhibit A) for the requested services in the amount of forty-five thousand dollars ($45,000) and the said proposal fee has been negotiated from $78,750 to $45,000; and

WHEREAS, the proposed services will be contracted utilizing Bal Harbour Village Continuing Services Agreement authorized per Resolution 2018-1133 dated March 20, 2018, allowing for Professional Services; and

WHEREAS, based on my review, approval is recommended of this Resolution which authorizes the Village Manager to execute a Task Agreement with Calvin, Giordano and Associates, Inc. for the requested engineering consulting services; and

WHEREAS, this Council has determined that it is in the best interest of the Village to enter into a task agreement with CGA for the provision the requested engineering

consulting services, subject to the statutory limits of Fla. Stat. 287.055, annual budget allocations and the terms and conditions of the Continuing Services Agreement.

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

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

Section 2. Agreement Approved. That the task agreement with CGA in the amount of forty-five thousand dollars ($45,000) for the requested construction services as described in substantially the form attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute the construction contract on behalf of the Village.

Section 3. Expenditure Approved. That the expenditure of identified budgeted funds for the provision of constructability and cost estimating services in the amount of forty-five thousand dollars ($45,000) is hereby approved.

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

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

PASSED AND ADOPTED this 21st day of April, 2020.

_____
Mayor Gabriel Groisman

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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



Calvin, Giordano & Associates, Inc.
EXCEPTIONAL SOLUTIONS℠

Additional Services Agreement

DATE: April 9, 2020

RE: Bal Harbour Village - Jetty Estimating Services

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

ATTENTION: Mr. John Oldenburg

CGA NO.: 17-9868.41

Calvin, Giordano & Associates, Inc. (CGA) is pleased to submit our Proposal for Project Review and Estimating Services to Bal Harbour Village. We have carefully prepared the scope of services to be provided for this project and have selected a project team based on past performance to ensure that Bal Harbour Village is provided with the necessary skills to successfully complete all services outlined in this Proposal. CGA's goal is to meet and exceed the Village's requirements for these contract services. CGA will deliver the Bal Harbour Jetty Project Review and Estimate in two Phases:

Phase I: Review of marine-based project elements. This review will be based on the current project design documents.

The Village will evaluate the input at that stage and decide to move forward as-is, move forward with design changes or scrap the project.

Phase II: Review the previous marine-only analysis and incorporate it into a full examination of the complete project. This review will be based on the current design documents and if modified the documents that are provided pursuant to Phase I review comments.

If accepted, the Proposed Services may be contracted utilizing Bal Harbour Village Continuing Services Agreement Resolution 2018-1124 dated March 20, 2018 allowing for Professional Services. If selected, CGA's Fort Lauderdale office located at 1800 Eller Drive, Suite 600, Fort Lauderdale, FL will be the responsible office for this contract. Joel Wadsworth, CGC, CCM will serve as Project Manager. Our contact information is below.

PROJECT MANAGER
Joel Wadsworth, CGC, CCM
(954) 766-2758
(954) 921-8807 (Fax)
jwadsworth@cgasolutions.com

I. Professional Government Consulting Services

A. Phase 1: CGA will retain and coordinate the services of a capable south Florida marine contractor and provide the following limited services:

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

1. Perform constructability design review of current design drawings and concepts.

2. Provide budgetary order-of-magnitude pricing and construction sequencing schedule for proposed design

3. Provide value engineering options and potential cost savings options, if applicable.

4. Attend up to three (3) required virtual and/or teleconference meetings.

5. Provide digital documentation for consulting services provided, to include, but not limited to, schedules, construction sketches, pictures, quotes, back up costs, etc.

B. Phase 2: CGA will retain and coordinate the services of a capable south Florida general contractor and provide the following limited services:

1. Review the previous marine-only analysis and incorporate it into a full examination of all the work, provide additional constructability comments and a prepare comprehensive budget/OPC of the entire project inclusive of all upland work as well.

2. Attend up to three (3) required virtual and/or teleconference meetings.

3. Provide digital documentation for consulting services provided.

C. Exclusions: Environmental consulting, LEED evaluation, code compliance, fire & life safety, project and construction management services and permitting assistance are not included in the CGA estimates.

D. Additional meetings with CGA staff to discuss project matters are included and will be billed additional to contract in accordance with the Professional Fee Schedule.

COST OF THESE SERVICES (Lump Sum)		
I	Professional Government Consulting Services - Phase I	$19,800.00
II	Professional Government Consulting Services - Phase II	$25,200.00
III	Meetings not included in I thru I	Hourly
	TOTAL (Plus Hourly Services)	$45,000.00

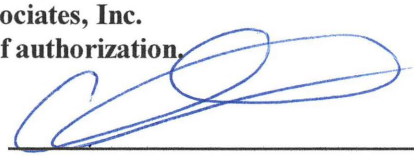
AUTHORIZATION

Kindly sign and return this authorization at your earliest convenience.
Calvin, Giordano & Associates, Inc.
will proceed upon receipt of authorization.

By: _____

Mr. John Oldenburg
Director of Parks and Public Spaces

Date: _____

By: 

Chris Giordano
Vice President

Date: 4/9/2020

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE ACCEPTANCE OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND), WATERWAYS ASSISTANCE PROGRAM GRANT AWARD, FOR THE JETTY AND CUTWALK RESTORATION PHASE I PROJECT, IN THE ESTIMATED GRANT FUNDED AMOUNT OF TWO HUNDRED AND FIFTY-TWO THOUSAND DOLLARS ($252,000).

Issue:

Should the Village Council approve the acceptance of the Florida Inland Navigational District (FIND) Waterways Assistance Program grant?

Bal Harbour Experience:

x Beautiful Environment	x Safety	x Modernized Public Facilities + Infrastructure
x Destination & Amenities	x Exclusivity & Access	x Resiliency + Sustainable Community

On March 26th, 2020, a Waterway Assistance Program (WAP) grant application was submitted to the Florida Inland Navigation District requesting funding in the amount of two hundred and fifty-two thousand dollars ($252,000). If the award is approved the funding will be used to supplement the budget for the Jetty design services.

Project Title: Village Jetty and Cutwalk Restoration Phase I
Total Estimated Project Costs: $850,000 (Design services only)
Brief Description of the Project: The Phase I project consists of design and permitting costs associated to the renovation of the Jetty and Cutwalk located near 10295 Collins Avenue.

Currently, the project is in the Design Development Phase and the plans are 40% complete. Upon submission and review of the progress set, the project is pending the constructability review. We are in the process of contracting for cost estimating, constructability review and value engineering services on the structural waterside components. Pursuant to the recommendation, the design development phase will be finalized. It is estimated that environmental agencies permit submittals will be scheduled with DERM, ACOE & FDEP by the end of April.

Pursuant to the review of the FIND grant requirements and the WAP grant application submitted on March 2020 for the Seawall project, I recommend that Council authorizes the Village Manager or Manager's designee to execute any future grant award agreements, amendments and other documents FIND and the grant may require.
THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION.

Financial Information:

	Amount	Account	Account #
1	NA	NA	NA

Sign Off:

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

APRIL 21, 2020 AGENDA ITEM _____

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 21, 2020

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND), WATERWAYS ASSISTANCE PROGRAM GRANT AWARD, FOR THE JETTY AND CUTWALK RESTORATION PHASE I PROJECT, AS DETAILED WITHIN THE GRANT APPLICATION SUBMITTED MARCH OF 2020; IN THE ESTIMATED GRANT FUNDED AMOUNT OF TWO HUNDRED AND FIFTY-TWO THOUSAND DOLLARS ($252,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

At the March 19th, 2019 Bal Harbour Village Council meeting Resolution No-2019-03-19 approving the Basis of Design Report for the Jetty project concepts that highlighted many opportunities to interact with the water by creating opening in the existing seawall that led to platforms and revitalizing the existing cutwalk and jetty into a vibrant and safe public space.

On March 6th, 2020, we contacted the Florida Inland Navigational District (FIND) Commissioner, Spencer Crowley, to discuss the project's viability for a FIND grant. He was very supportive and felt that the project would comply with the grant requirements. He recommended that the Village work with their staff in submitting an application for Phase I (design services). If awarded Phase I grant funds, the Village could submit an application for the following grant cycle applying for grant funding for construction costs.

ANALYSIS

On March 26th, 2020, a Waterway Assistance Program (WAP) grant application was submitted to the Florida Inland Navigation District requesting funding in the amount of two hundred and fifty-two thousand dollars ($252,000). If awarded Phase I (design services) funding will be available for October 2020 and will be used as supplement the budget for the Jetty design services.

Project Title: Village Jetty and Cutwalk Restoration Phase I

Total Estimated Project Costs: $850,000 (Design services only)
Brief Description of the Project: The Phase I project consists of design and permitting costs associated to the renovation of the Jetty and Cutwalk located near 10295 Collins Avenue.

Currently, the project is in the Design Development Phase and the plans are 40% complete and is pending the constructability review. We are in the process of contracting for cost estimating, constructability review and value engineering services on the structural waterside components. Pursuant to the recommendation, the design development phase will be finalized. Jurisdictional and environmental agencies permit submittals will be scheduled with DERM, ACOE & FDEP as soon as we have a direction as to the structural design.

The resolution that accompanies this memorandum has FIND grant specific language requesting approval and stipulating future acceptance of the grant. The approved resolution will be submitted to FIND by their May 2020 deadline. If the Council requires an additional approval of the proposed design or grant requirements for the award, staff can prepare an additional Council item prior to final acceptance of the award agreement. If Council wishes to rescind the grant application for any reason, we can notify the FIND Commission at that time.

THE BAL HARBOUR EXPERIENCE

The design for the restoration of the Jetty and Cutwalk is aligned with the elements in our vision for the Village and corresponds directly to all the goals of the Bal Harbour Experience:

- Resiliency and Sustainable Community
- Safety
- Destination and Amenities
- Modernized Public Facilities + Infrastructure
- Exclusivity and Access
- Beautiful Environment

The Jetty will have raised platforms as a feature to assist with the sea level rise, thereby, addressing the community goals for resiliency and sustainability. We have added railings and a covered canopy for a safe enjoyable experience, where the patrons can sit in the shade to enjoy the radiant vistas and the children can safely play at the water's edge. These waterside platforms and the cascading steps leading to the beach speak out to our goals for the Bal Harbour experience. The reconstruction of the Jetty and Cutwalk will make it an exclusive, world class destination and will provide a beautiful, memorable experiences for tourists and the local community alike.

CONCLUSION

Pursuant to the review of the FIND grant requirements and the WAP grant application submitted on March 26th, 2020 for the Seawall project, I recommend that Council authorizes the Village Manager or Manager's designee to execute any future grant award

agreements, amendments and other documents FIND and the grant require, following approval by the Village Attorney as to legal sufficiency; provided however that the Village Manager or Manager's designee are only delegated the authority to execute amendments that do not have an additional fiscal impact on the Village and that otherwise are for projects eligible under the FIND, Waterways Assistance Program. I also recommend that Council authorizes the Village Manager or Manager's designee to receive and expend all monies for the purposes described in the funding request for and on behalf of Bal Harbour Village.

Attachments:

1. FIND Waterway Assistance Program grant application

RESOLUTION NO. 2020-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND), "WATERWAYS ASSISTANCE PROGRAM" GRANT AWARD, FOR THE JETTY AND CUTWALK RESTORATION PROJECT, AS DETAILED WITHIN THE GRANT APPLICATION SUBMITTED MARCH OF 2020; IN THE ESTIMATED GRANT FUNDED AMOUNT OF TWO HUNDRED AND FIFTY-TWO THOUSAND DOLLARS ($252,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Project Title: Village Jetty and Cutwalk Restoration

Total Estimated Project Costs: $650,000

Brief Description of the Project: The Phase I project consists of design and permitting costs associated to the renovation of the Jetty and Cutwalk located near 10295 Collins Avenue, Bal Harbour, Florida 33154 (Cutwalk) and Bakers Haulover Inlet south jetty extension.

WHEREAS, the Village submitted a grant application to the Florida Inland Navigation District (FIND) in March of 2020; and

WHEREAS, FIND financial assistance is required for the project mentioned above; and

WHEREAS, as part of its application process, FIND requires that a resolution be adopted by the agency seeking FIND grant funds in substantially the form of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS, that this Council authorizes the submittal of a grant application for $252,000 to FIND, Waterways Assistance Program with a Village match of $398,000 from the Capital Programs Budget.

AND, BE IT FURTHER RESOLVED that said Bal Harbour Village make application to the FIND in the amount of up to 39% of the FIND estimated cost on behalf of Bal Harbour Village.

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

Section 1. Recitals Adopted. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F. A. C. and which will be a part of the Project Agreement for any assistance awarded under the proposal.

Section 2. Program Approved. That it is in complete accord with the proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

Section 3. Implementation That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of Bal Harbour Village for public use.

Section 4. Anti-discrimination. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

Section 5. Financial Records. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

Section 6. Post-audit. That it will make available to FIND, if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

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

AND, BE IT FURTHER RESOLVED that the Council authorizes the Village Manager or Manager's designee to execute any future grant award agreements, amendments and other documents FIND and the grant require, following approval by the Village Attorney as to legal sufficiency; provided however that the Village Manager or Manager's designee are only delegated the authority to execute amendments that do not have an additional fiscal impact on the Village and that otherwise are for projects eligible under the FIND, Waterways Assistance Program. The Council authorizes the Village Manager or Manager's designee to receive and expend all monies for the purposes described in the funding request for and on behalf of Bal Harbour Village, Florida.

PASSED AND ADOPTED this 21st day of April, 2020.

_____
Mayor Gabriel Groisman

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

FY 2020

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

THE FOLLOWING ATTACHMENT E-1 THROUGH E-8 FORMS, IN ADDITION TO THE REQUIREMENTS OF ITEMS 10 THROUGH 13 OF THE APPLICATION CHECKLIST, CONSTITUTE YOUR FORMAL APPLICATION.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org.
or a completed hardcopy of the application may be delivered to:
FIND, 1314 Marcinski Rd., Jupiter, FL 33477
Application must be received by the deadline, no exceptions.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E - APPLICANT TIPS SHEET

(Mistakes Common to the application process and how to avoid them)

Scheduling – The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 27th of March; Property control/Technical sufficiency items – 22nd of May, Permits – 15th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

Property Control Verification – Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

Project Costs Eligibility – Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

Cost-Share – Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

Pre-Agreement Expenses - Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre- agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

Submitted Materials & June Presentation –The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS – Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E-1.
APPLICATION CHECKLIST 2020

(To be completed by the Applicant)

Project Title:	Village Jetty and Cutwalk Restoration
Applicant:	Bal Harbour Village

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

		YES	NO
1.	District Commissioner Review (prior to March 6th) (*NOTE*: **For District Commissioner initials ONLY!) (District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	X	____
3.	Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page)**(Form must be completed and signed)**	X	____
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	X	____
5.	Application and Evaluation Worksheet – E-4(+) (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. **No signatures required**	X	____
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form)**	X	____
7.	Project Timeline – E-6 (Form No. 96-10, 1 page)	X	____
8.	Official Resolution Form – E-7 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**	X	____

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

(To be completed by the Applicant)

		YES	NO
9.	Attorney's Certification (Land Ownership) – E-8 **(Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)**	IP	
10.	County/City Location Map	X	
11.	Project Boundary Map	X	
12.	Clear & Detailed Site Development Plan Map	X	
13.	Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	IP	

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 27, 2020. By May 22, 2020 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 15, 2020. If the information in Item 13 is not submitted to the District office by September 15, 2020, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: Matilde E. Reyes, RA TITLE: Capital Program Manager

Matilde E. Reyes Digitally signed by Matilde E. Reyes DN: cn=Matilde E. Reyes, o=Village of Bal Harbour, ou=Parks and Open Spaces, email=mreyes@balharbourfl.gov, c=US Date: 2020.03.26 19:24:49 -04'00' 3/26/2020

**** SIGNATURE - PROJECT LIAISON **** DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

WATERWAYS ASSISTANCE PROGRAM FY 2020
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY

APPLICANT INFORMATION			
Applicant: Bal Harbour Village			
Department: Capital Programs			
Project Title: Village Jetty and Cutwalk Restoration			
Project Director:	Matilde E. Reyes, RA	**Title:**	Capital Program Manager
Project Liaison: *(if different from Project*	N/A	**Title:**	N/A
Mailing Address:	655 96th St		
City: Bal Harbour		**Zip Code:**	33154
Email Address: mreyes@balharbourfl.gov		**Phone #:**	305-297-8549
Project Address:	10295 Collins Avenue, Bal Harbour, Fl 33154 (Cutwalk) and Bakers Haulover Inlet south jetty extension		

***** I hereby certify that the information provided in this application is true and accurate. ****

SIGNATURE: Matilde E. Reyes Digitally signed by Matilde E. Reyes DN: cn=Matilde E. Reyes, o=Village of Bal Harbour, ou=Parks and Open Spaces, email=mreyes@balharbourfl.gov, c=US Date: 2020.03.26 19:25:50 -04'00' DATE: 3/26/2020

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

The project being proposed is for the design and permitting phase of the Bal Harbour Village Jetty and Cutwalk Restoration initiative. To be more precise the Jetty is one of two jetties found flanking Bakers Haulover Inlet, located on the south side of the inlet, and has been in existence for almost 100 years. After decades of withstanding storm surge conditions the Jetty is now in more need than ever of restoration and enhancements. At the May 21st, 2019 Bal Harbour Village Council meeting, Resolution No-2019-1225 was approved authorizing the professional services agreement with Mikyoung Kim Design (MYKD) for the provision of architecture and engineering services for the Jetty and Cutwalk project. The estimated design and permitting costs are calculated as $650,000.00.

The design and permitting timeframe is expected to be completed with permits in hand by September of 2021. The application is being submitted for pre-agreement costs and the remaining design and permitting costs as incurred by Bal Harbour Village through the consultant. Some features to be conceptualized during the design and permitting phase would consist of assessing the need to raise the elevation of the Jetty and including features for the addition of a safe walking path with railings and covered areas that will allow the patrons to safely enjoy and utilize the Jetty and Cutwalk once construction begins. The design would also consist of including elements such as waterside platforms adjacent to reefs with the hope of creating opportunities for connections between people and their natural environment.

ATTACHMENT E-3 - PROJECT INFORMATION 2020

Applicant: Bal Harbour Village	Project Title: Village Jetty and Cutwalk Restoration	
Total Project Cost: $ 650,000	**FIND Funding Requested: $** 252,000	**% of Total Cost:** 39%
Amount and Source of Applicant's Matching Funds:	$398,000.00 will come from the Village's Capital Programs budget.	

1. Ownership of Project Site (check one): Own: ☐ Leased: ☐ Other: ■

2. If leased or other, please describe lease or terms and conditions:

The Jetty is owned by the U.S. Army Corps of Engineers and we are presently working with their Real Estate Division to get documents asserting we can develop and renovate the Jetty and Cutwalk. They have provided us permission in the past as we work together to make improvements to the inlet sections falling within the Bal Harbour Village boundaries.

3. Has the District previously provided assistance funding to this project or site? Yes: ☐ No: ■

4. If yes, please list:

N/A

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

The Jetty will be 100% public accessible as it currently is, however, currently there are no safety features such as railings or properly paved paths and it is dangerous for the public to use it especially during stormy weather. The Jetty is about .85 of a mile.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

The Jetty and Cutwalk will feature an improved connection to the parking lot and right of way areas under and adjacent to the Herman B. Fultz Bridge; waterside platforms, railings, and an amphitheater.

7. Are fees charged for the use of this project? No ■ Yes ☐ **

****If yes, please attach additional documentation of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD	Yes	Estimated May 2020	Estimated Sep 2021
DEP	Yes	Estimated May 2020	Estimated Sep 2021
ACOE	Yes	Estimated May 2020	Estimated Sep 2021

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

DIRECTIONS: All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

****Please keep your answers brief and do not change the pagination of Attachment E-4****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	Village Jetty and Cutwalk Restoration
Applicant:	Bal Harbour Village

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1) PRIORITY LIST:

a) **Denote the priority list category of this project from Attachment C in the application.** (The application may only be of **one** type based upon the predominant cost of the project elements.)

#12 - Public waterfront parks and boardwalks and associated improvements

b) **Explain how the project fits this priority category.**

The project meets the FIND priority category 12 as it will will connect pedestrians with the oceanfront, thereby energizing and activating public life, accommodating diverse programming, and incorporating areas for outdoor dining, performance, and gathering. The Jetty and Cutwalk project will provide a unique opportunity for placemaking along the water's edge. In addition, the improvements being done to the Jetty's structure to raise it and increase its overall resiliency against sea-level rise and storm surges will benefit the coastal region altogether.

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to____points)

---

2) WATERWAY RELATIONSHIP:

a) Explain how the project relates to the ICW and the mission of the Navigation District.

The Jetty and Cutwalk in particular support the mission of the District , as it a nationally recognized coastal improvement priority project even by the Army Corps of Engineers. FIND and ACOE both support local governments with maintaining the eastern coastal waterways and this project is one of several currently be petitioned for by the ACOE for federal support.

b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

The improvements to the Jetty and Cutwalk will allow increased engagement opportunities between the public and the waterfront through waterside platforms and a boardwalk. Most importantly, the structural renovations and enhancements will make the coastal area more resilient against storm type conditions and increase the safety of the neighboring communities.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.

About 3,500 residents call Bal Harbour Village home and it is estimated through the Tourism Bureau that about 15 million people visit the beaches of the Greater Miami area, this includes Bal Harbour Village boundaries. We would estimated that at least 500,000 people would visit the Jetty and Cutwalk once renovated.

b) Discuss the regional and local public benefits that will be provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

Residents and visitors alike would have free public access to the Jetty and Cutwalk. Completion of the project would benefit the area in so many ways, for instance, increased safety to the residents of neighboring communities and the visitors of this coastal region, added coastal resiliency, increased recreational and open space value, and opportunities to engage tourists and locals in an appreciation for wildlife and this unique marine ecosystem.

c) Are there any restrictions placed on commercial access or use of this site?

No, the public would be able to access and enjoy the site without restriction. Commercial use of the Jetty and Cutwalk would be limited to approved vendors that may be selected to offer recreational services or food options along the Cutwalk.

(For reviewer only)
(1-8 points)

4) TIMELINESS

a) **Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.**

The Village has an agreement for architecture and engineering services with Mikyoung Kim Design and we are currently in design phase. The goal is to complete design and permitting by September of 2021 and for construction to commence in October of 2021.

b) **Briefly explain any unique aspects of this project that could influence the project timeline.**

The Jetty is not owned by the Village and the only unique aspect we would foresee is that we would need to work in conjunction with the Army Corps of Engineers to ensure all improvements are done with their oversight, which could possibly extend permitting timelines.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

a) **List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.**

$398,000.00 will come from the Village's Capital Programs budget. The funding has already been set aside in the budget to ensure timely completion of all project elements.

b) **Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.**

It is unlikely that the design and engineering services costs will change, but construction costs could possibly change based on findings during the completion of the design phase.

c) **Describe any methods to be utilized to increase the cost efficiency of this project.**

Efficiencies will come from using a trusted and experienced consultant for the design phase of the project. The goal is to find cost savings during the design phase and we engaged a cost estimator who will provide constructibility and cost savings recommendation during DD phase.

d) **If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.**

No fees are associated with the use of the project area, but their could possibly be food vendors who will use parts of the site that could eventually charge a fee for their products. However, to use the Jetty and Cutwalk would be completely free of charge. There could also be costs associated with parking in the nearby public parking areas.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) **What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

The Jetty would benefit the millions of people that come to this region of the country as visitors, to work and retire. The improvements to the Jetty and Cutwalk will allow increased engagement opportunities between the public and the natural environment. Most importantly, the structural renovations and enhancements will make the coastal area more resilient against storm type conditions and increase the safety of the neighboring communities.

b) **Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

The existing federally approved BEC & HP Project is expected to expire in 2025. USACE is currently working on a Feasibility Study to extend this allocation. However, this still leaves a great need and concern for funding to renovate jetties and seawalls in these storm surge prone areas. Bal Harbour Village will continue to utilize Capital Program funds, resort and commercial tax revenue funding allocated for maintenance of the Jetty and Cutwalk.

c) **Will the program result in significant and lasting benefits? Explain.**

Renovations and improvements to the Jetty and Cutwalk will have significant coastal resiliency benefits and increase the safety of the residents and visitors of the area who enjoy walking along the cutwalk. Improvements to the Jetty would be anticipated to uphold at least for 40-50 years. Improvements to the jetty done by ACOE previously has proven to last in that range of time.

d) **Please describe any environmental benefits associated with this project.**

Raising, widening, sand tightening of the Jetty were the main accomplishments in 1983. However, since 1983, with beach erosion and storm surges still presenting a huge problem for the region, the beach erosion and inlet management has required the most attention from the ACOE. According to the ACOE 2015 Evaluation Report, "this segment has remained one of the most rapidly-eroding areas of the project to date." Improvements to the Jetty will make a significant impact to the beach areas while addressing the structural improvements needed.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) **Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.**

USACE pre-application meetings occurred in October of 2019 and pre-application meeting with the DEP, DERM and WM are planned for April 2020. Permits are in the process of being applied for and should be submitted to each respective agency by May of 2020.

b) **If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work and provide a general cost estimate for the future Phase II work.**

Phase I permits we are looking to secure include SFWMD, DEP, ACOE, DERM, Building and Public Works permits. The design and permitting phase would last from May of 2020 through September of 2021. The general cost estimate for the future Phase II work is estimated at $6.7 million dollars.

c) **Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.**

Currently, there are no impediments that have been identified. The design appears to be moving forward smoothly. More will be known in the coming months. The only potential permit delays could be reviews from ACOE who are the legal owners and oversight of the Jetty.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

a) **Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

Design is underway and expected to be completed by September of 2021 with permits approved. We are currently at 15% Design Development.

b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

Some features proposed in this Project would consist of raising the elevation of the Jetty and adding a safe walking path with railings and covered areas that will allow the patrons to safely enjoy and utilize the Cutwalk/Jetty. By adding waterside platforms adjacent to reefs we would be creating opportunities for connections between people and their natural environment.

(For reviewer only)
(1-2 points)

9) CONSTRUCTION TECHNIQUES:

a) **Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

The project is currently in design and the potential construction techniques are the following: Precast concrete platforms will be constructed on concrete piles over the water. The use of grated walkways over the water will bring the visitors closer to nature and allow them to see the reefs. The Jetty will receive precast concrete slabs to add height to the walkway and offsetting storm conditions while adding structural integrity to the existing concrete path.

b) **How are the utilized construction techniques appropriate for the project site?**

Precast concrete platforms will be constructed over the water over concrete pile of high performance concrete for marine environment. The Jetty will be retrofitted with precast concrete slabs which will enhance its structure.

c) **Identify any unusual construction techniques that may increase or decrease the costs of the project.**

Construction techniques that relate to the platforms over the water will be discussed with marine contractors during the constructibility review for determining the best and most cost effective design solutions.

(For reviewer only)
(1-3 points)

10) CONSTRUCTION MATERIALS:

a) **List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?**

Cutwalk & Jetty: precast concrete paving, accoya wood decking, aluminum shade canopy, stainless steel guardrail with stainless steel cable mesh with wood cap
Waterside platforms: marine grating catwalks, precast concrete platform with wood cladding, stainless steel guardrail with stainless steel cable mesh and wood handrail
Accoya modified timber will be used where wood is required and has a lifespan of 25 years. All structural materials withstand the corrosive marine environment with a lifespan of 75 years. Stainless steel has higher lifespan in marine environment as compared to galvanized material.

b) **Identify any unique construction materials that may significantly alter the project costs.**

Currently, there are no unique construction materials anticipated that would alter the project costs.

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2020

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

Project Title:	Village Jetty and Cutwalk Restoration
Applicant:	Bal Harbour Village

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** **(Number and/or Footage etc.)**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Pre-Agreement Schematic Design	$180,000	$135,000	$45,000
Pre-Agreement Design Development up to 75%	$112,000	$84,000	$28,000
Design Development 100%	$38,000	$19,000	$19,000
Construction Documents	$250,000	$125,000	$125,000
Permitting Costs	$50,000	$25,000	$25,000
Bidding/Award	$20,000	$10,000	$10,000

****TOTALS =**	$ 650,000	$ 398,000	$ 252,000

ATTACHMENT E-6

WATERWAYS ASSISTANCE PROGRAM 2020

PROJECT TIMELINE

Project Title:	Village Jetty and Cutwalk Restoration
Applicant:	Bal Harbour Village

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.
NOTE: All funded activities must begin AFTER October 1st
(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

May-June 2019 - A/E Selection
July 2019 - Environmental Assessment
August-April 2020 - Meeting with Regulatory Agencies
September 2019 - December 2019 - Schematic Phase & BODR Approval
January-November 2020 - Design Development
June 2021 - Construction Documents 100%
May 2020 - September 2021 - Permitting

Permitting (review and approval varies according to the agency)
1. Environmental Permitting 365 Days
2. SFWMD Permit 160 Days
3. Public Works Permit 160 Days
4. Bldg Department Review 214 Days
5. DERM & Fire Approvals 60 Days

July-September 2021 - Bid & Award
October 2021 - Construction 600 Days

Attachment E-7

RESOLUTION NO. 2020-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND), "WATERWAYS ASSISTANCE PROGRAM" GRANT AWARD, FOR THE JETTY AND CUTWALK RESTORATION PROJECT, AS DETAILED WITHIN THE GRANT APPLICATION SUBMITTED MARCH OF 2020; IN THE ESTIMATED GRANT FUNDED AMOUNT OF TWO HUNDRED AND FIFTY-TWO THOUSAND DOLLARS ($252,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Project Title: Village Jetty and Cutwalk Restoration

Total Estimated Project Costs: $650,000

Brief Description of the Project: The Phase I project consists of design and permitting costs associated to the renovation of the Jetty and Cutwalk located near 10295 Collins Avenue, Bal Harbour, Florida 33154 (Cutwalk) and Bakers Haulover Inlet south jetty extension.

WHEREAS, the Village submitted a grant application to the Florida Inland Navigation District (FIND) in March of 2020; and

WHEREAS, FIND financial assistance is required for the project mentioned above; and

WHEREAS, as part of its application process, FIND requires that a resolution be adopted by the agency seeking FIND grant funds in substantially the form of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS, that this Council authorizes the submittal of a grant application for $252,000 to FIND, Waterways Assistance Program with a Village match of $398,000 from the Capital Programs Budget.

AND, BE IT FURTHER RESOLVED that said Bal Harbour Village make application to the FIND in the amount of up to 39% of the FIND estimated cost on behalf of Bal Harbour Village.

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

Section 1. **Recitals Adopted.** That it will accept the terms and conditions set forth in FIND Rule 66B-2 F. A. C. and which will be a part of the Project Agreement for any assistance awarded under the proposal.

Section 2. **Program Approved**. That it is in complete accord with the proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

Section 3. **Implementation** That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of Bal Harbour Village for public use.

Section 4. **Anti-discrimination.** That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

Section 5. **Financial Records.** That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

Section 6. **Post-audit.** That it will make available to FIND, if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

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

AND, BE IT FURTHER RESOLVED that the Council authorizes the Village Manager or Manager's designee to execute any future grant award agreements, amendments and other documents FIND and the grant require, following approval by the Village Attorney as to legal sufficiency; provided however that the Village Manager or Manager's designee are only delegated the authority to execute amendments that do not have an additional fiscal impact on the Village and that otherwise are for projects eligible under the FIND, Waterways Assistance Program. The Council authorizes the Village

Attachment E-7

Manager or Manager's designee to receive and expend all monies for the purposes described in the funding request for and on behalf of Bal Harbour Village, Florida.

PASSED AND ADOPTED this _____day of _____, 2020.

Mayor Gabriel Groisman

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2020
(See Rule 66B-2.006(4) & 2.008(2) FAC)

March 26, 2020

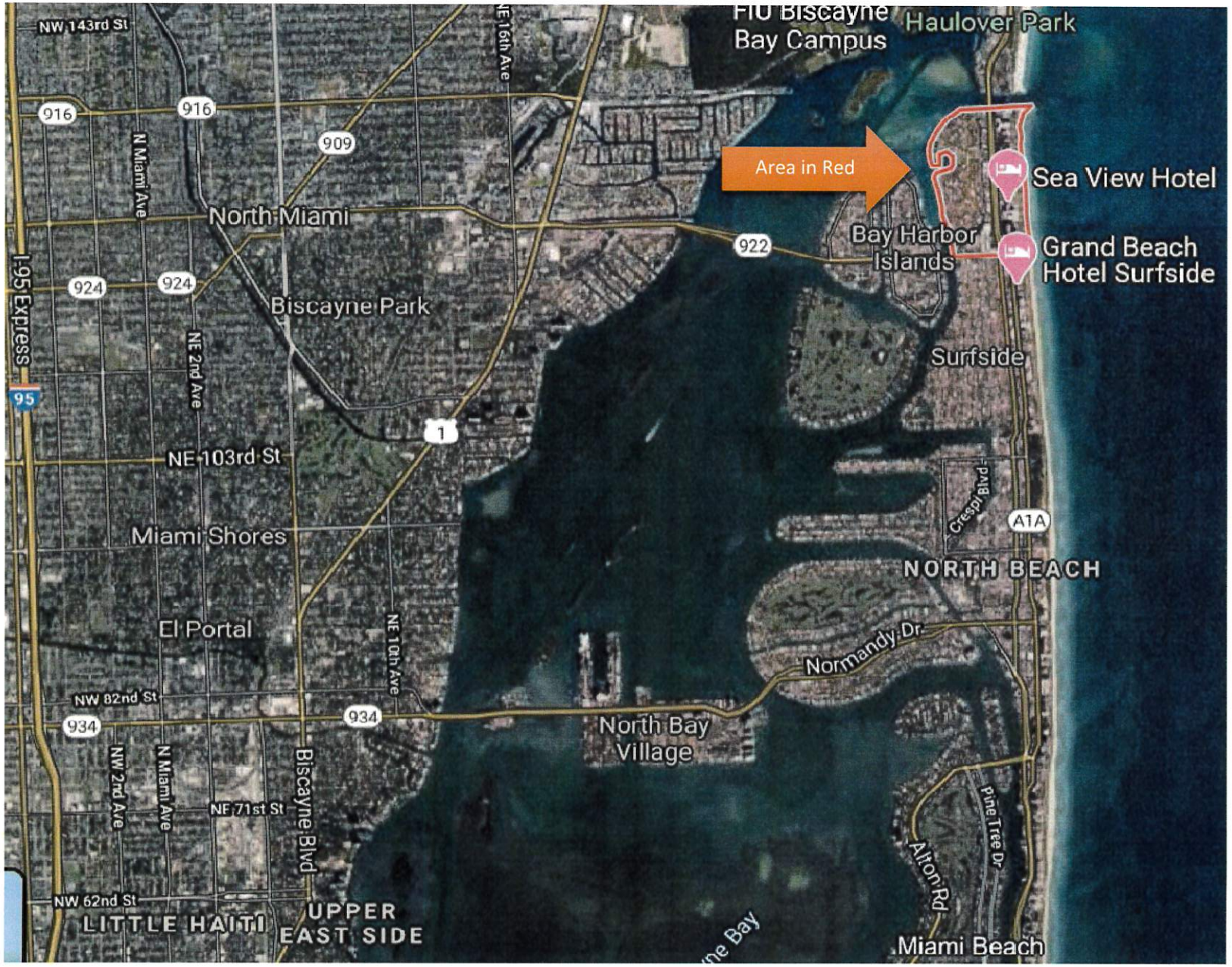
TO WHOM IT MAY CONCERN:

We are presently working to acquire the necessary Certifications of Titles from U.S. Army Corps of Engineers (USACE) along with their approval to allow us to make improvements to the Bakers Haulover Inlet south jetty located within the boundaries of Bal Harbour Village. Bal Harbour Village working alongside (USACE) has done work on and around the jetty for many years. We will have a letter from them by no later than May 15, 2020. We do not anticipate this will be an issue as we have partnered with them time and time again.

Very truly yours,

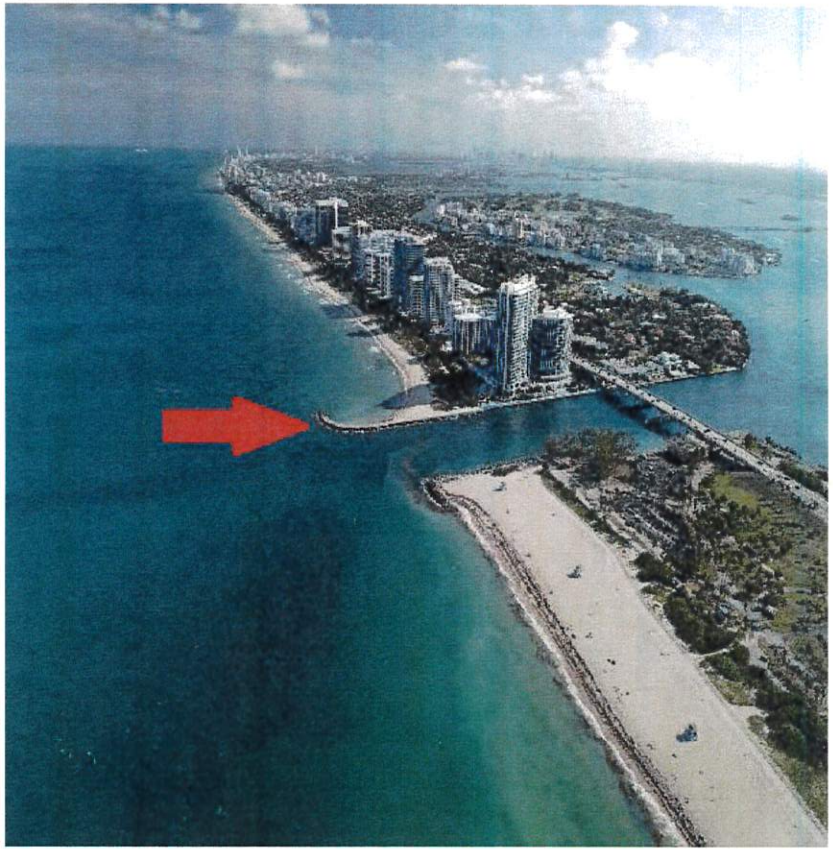
Matilde E. Reyes, RA
Capital Programs Manager
Bal Harbour Village

Village Location Map

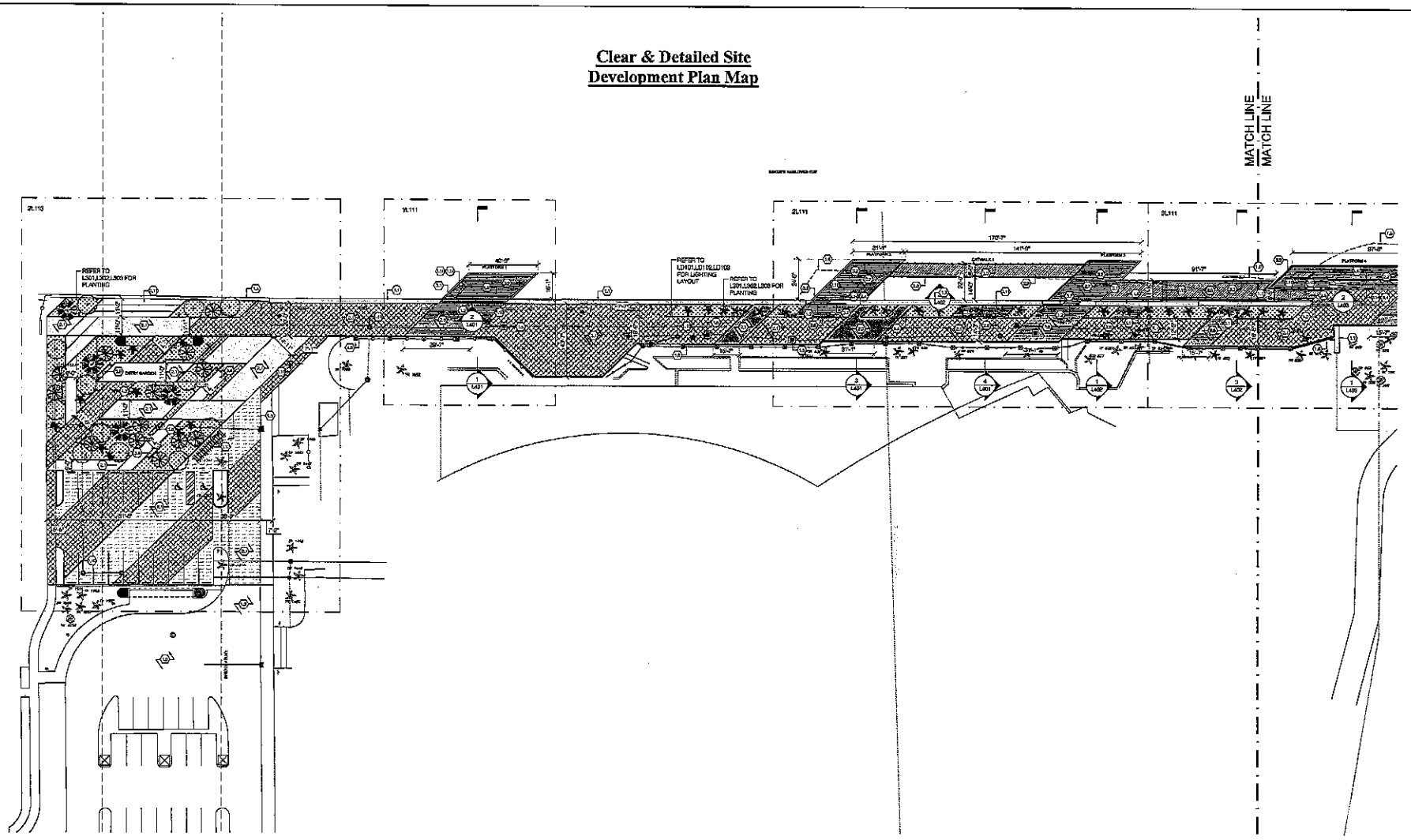


Project Boundary Map





Clear & Detailed Site Development Plan Map



LAYOUT AND MATERIALS PLAN KEY

1.0 EXISTING/ PROPOSED SITE CONDITIONS BY OTHERS

- (1.1) EXISTING SEAWALL TO REMAIN AND RECONDITIONED
- (1.2) EXISTING SEAWALL TO BE REMOVED (ABOVE GROUND)
- (1.3) EXISTING PAVEMENT TO REMAIN AND BE PROTECTED
- (1.4) EXISTING CATCH BASIN
- (1.5) APPROX. WATERLINE AT RIPRAP
- (1.7) EDGE OF EXISTING JETTY, BELOW
- (1.8) EXISTING FENCE TO REMAIN AND BE PROTECTED
- (1.9) EXISTING STAIRS TO REMAIN
- (1.10) EXISTING UTILITY

2.0 PAVEMENT, SURFACES, STEPS, AND RAMPS

- (2.1) PRECAST CONCRETE PAVER, COLOR VARIES
  - COLOR 1
  - COLOR 2
  - COLOR 3
  - COLOR 4
- (2.2) PRECAST CONCRETE PAVEMENT
- (2.3) CONCRETE PLATFORM AT GRADE
- (2.4) PRECAST CONCRETE PLATFORM
- (2.5) ~~ARTIFICIAL REEF~~
- (2.6) WOOD PLATFORM AT GRADE
- (2.7) WOOD DECKING
- (2.8) WOOD ELEVATED BOARDWALK
- (2.9) METAL GRATING CATWALK
- (2.10) METAL GRATING WINDOW
- (2.11) STAIRS, CONCRETE
- (2.12) STAIRS, WOOD
- (2.13) STAIRS, METAL
- (2.14) ACCESSIBLE RAMP, WOOD
- (2.15) ACCESSIBLE RAMP, CONCRETE
- (2.16) BEACH AMPHITHEATER
- (2.17) JETTY AMPHITHEATER
- (2.18) METAL GRATING AT BOARDWALK

3.0 SITE ELEMENTS

- (3.1) MONOLITHIC CONCRETE GUARDRAIL
- (3.2) MONOLITHIC CONCRETE GUARDRAIL W/ WOOD CLADDING
- (3.3) METAL GUARDRAIL
- (3.4) METAL HANDRAIL
- (3.5) METAL CANOPY
- (3.6) SECURITY GATE
- (3.7) FLOOD GATE
- (3.8) WOOD BENCH TYPE 1
- (3.9) WOOD BENCH TYPE 2
- (3.10) ANGLED NET HAMMOCK SEAT
- (3.11) SEA VIEW CHAIRS
- (3.12) BIKE RACK
- (3.13) SIGNAGE
- (3.14) TRASH RECEPTACLE
- (3.15) ADVENTURE BARGE
- (3.16) WATER FOUNTAIN
- (3.17) LEANING RAIL
- (3.18) RAMP RAIL

4.0 PLANTING AND LANDSCAPE

REFER TO L301,L302,L303 FOR PLANTING

5.0 LIGHTING

- (5.1) LIGHT BEACON

REFER TO LD103,LD102,LD103 FOR LIGHTING LAYOUT

BAL HARBOUR

mykd

Client
Bal Harbour Village

Design Landscape Architect
Miayoung Kim Design
110 Seaview St, Suite 102
Boston, MA 02134
(617)782-9130

Landscape Architect of Record
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Fort Lauderdale, FL 33301
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Fort Lauderdale, FL 33309
(954)568-9988

MEP (Elec, Mech, Plumb)
TWR Engineers
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Miami, FL 33186
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Structural Engineers
MJS Engineers
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Oakland Park, FL 33334
(954)900-2250

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Pompano Beach, FL 33060
(954)783-1998

Lighting
Miami Lighting Design
2555 S Bayshore Drive Suite 206
Miami, FL 33133
(305)576-3138

MYKD PROJECT NUMBER: 2018

DESIGN DEVELOPMENT PROGRESS SUBMISSION

DATE: 01/23/2020

REVISIONS:

SCALE: 1"=20'-0"

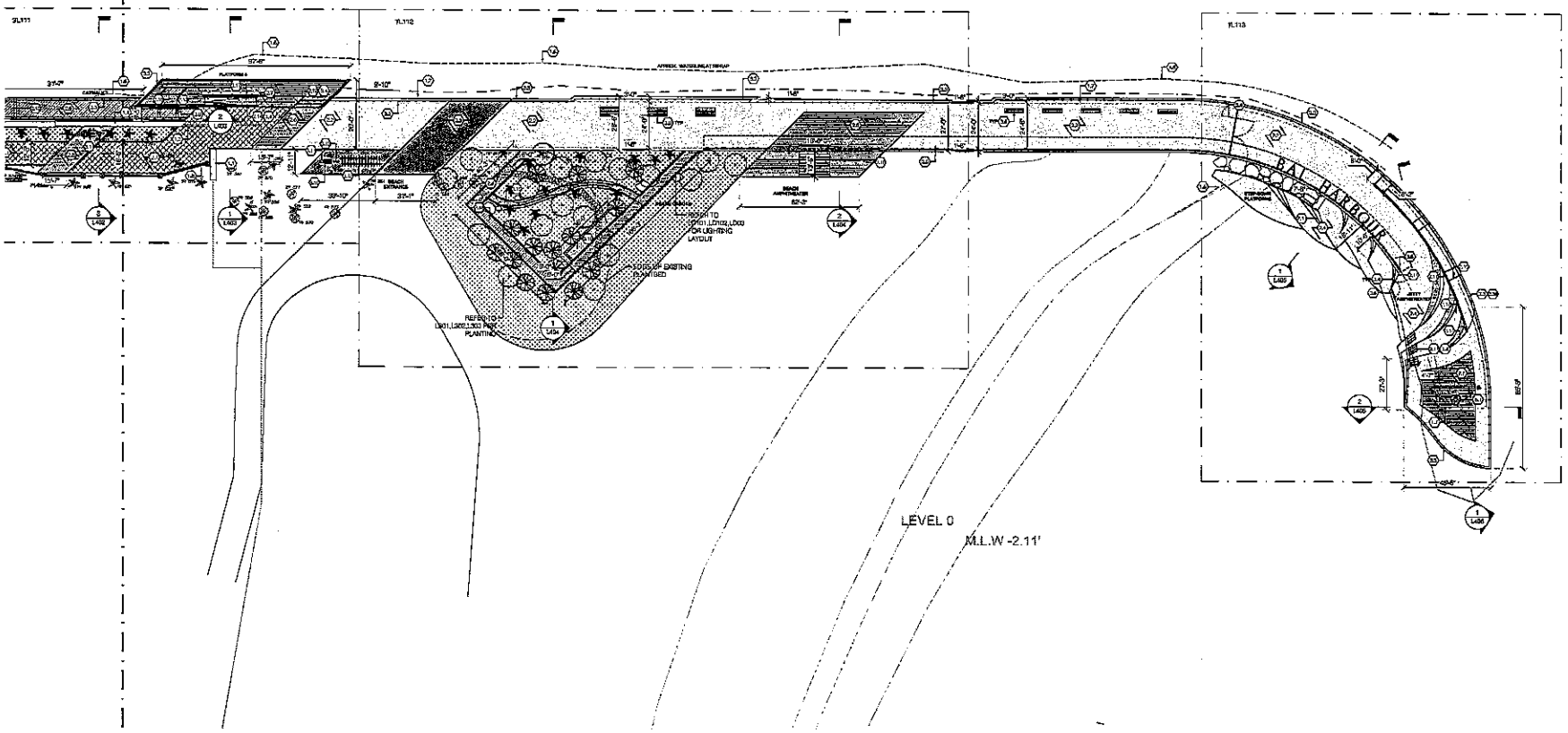
DRAWING NAME:
LAYOUT AND MATERIALS PLAN 1

DRAWING NUMBER:
L101

NOT FOR CONSTRUCTION

© 2019 MIAYOUNG KIM DESIGN

Clear & Detailed Site Development Plan Map



LAYOUT AND MATERIALS PLAN KEY

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- (3.17) LEANING RAIL
- (3.18) RAMP RAIL

4.0 PLANTING AND LANDSCAPE
- REFER TO L301,L302,L303 FOR PLANTING

5.0 LIGHTING
- (5.1) LIGHT BEACON
  - REFER TO LD103,LD102,LD103 FOR LIGHTING LAYOUT

BAL HARBOUR

mykd

Client
Bal Harbour Village

Design Landscape Architect
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(617)782-9130

Landscape Architect of Record
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Fort Lauderdale, FL 33301
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Fort Lauderdale, FL 33309
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MEP/Elec, Mech, Plumb
TWR Engineers
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(305)670-0660 ext.200

Structural Engineers
M.Engineers
3440 NE 12th Ave
Oakland Park, FL 33334
(954)600-0230

Environmental
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Pompano Beach, FL 33060
(954)782-1662

Lighting
Miami Lighting Design
2699 S Bayshore Drive Suite 306
Miami, FL 33133
(305)979-0138

MYKD PROJECT NUMBER: 6440

DESIGN DEVELOPMENT PROGRESS SUBMISSION

DATE: 00/00/2020

REVISIONS:

SCALE: 1"=30'-0"

DRAWING NAME:
LAYOUT AND MATERIALS PLAN 2

DRAWING NUMBER:
L102

NOT FOR CONSTRUCTION

© 2019 MYKD/MIKYOUNG KIM DESIGN

Bal Harbour Jetty: **Final Schematic Design View**

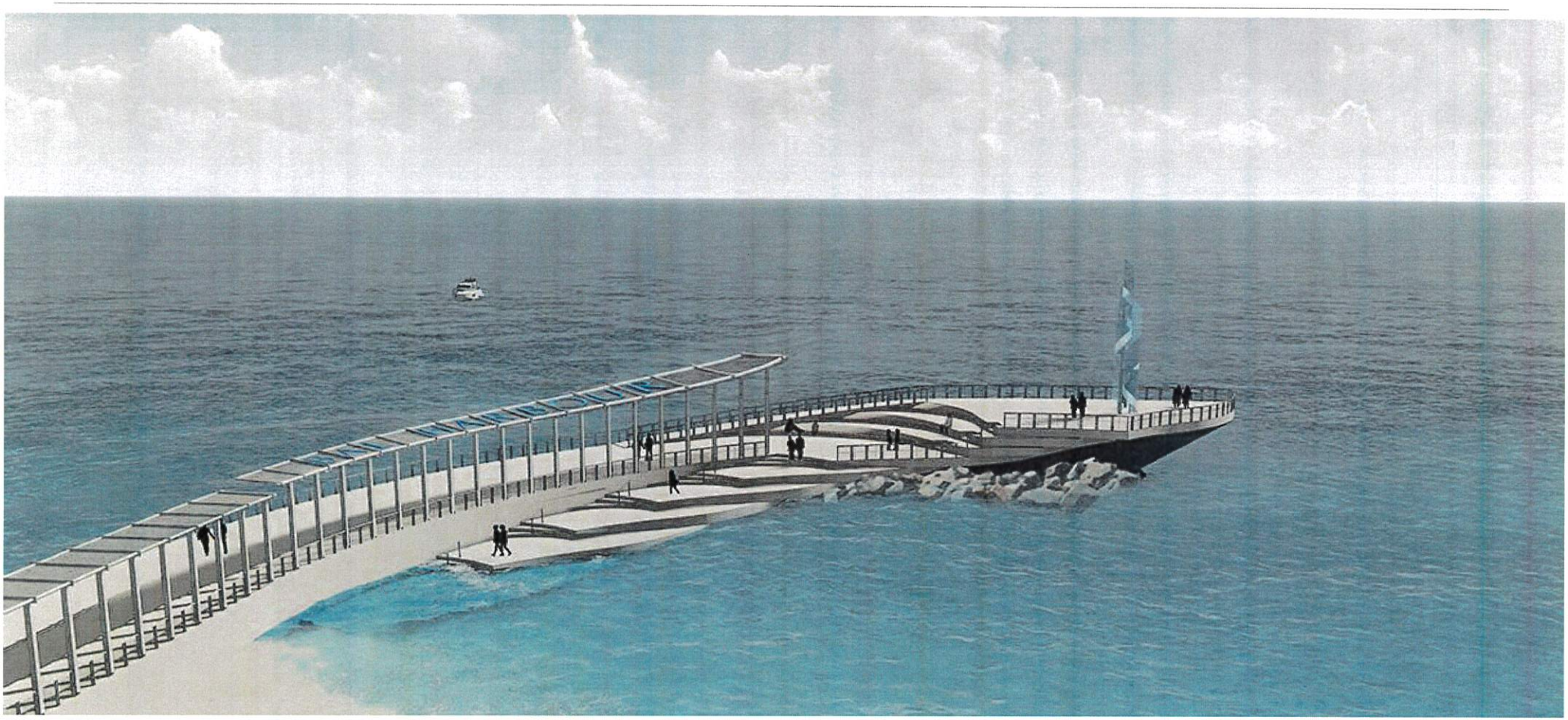
PERSPECTIVE



BAL HARBOUR

mikyoung kim design
landscape architects





BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE ACCEPTANCE OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND), "WATERWAYS ASSISTANCE PROGRAM" GRANT AWARD, FOR THE SEAWALL AND DOCK REPLACEMENT AND INSTALLATION OF A NEW BOARDWALK AND KAYAK, IN THE ESTIMATED GRANT FUNDED AMOUNT OF SEVEN HUNDRED AND FIVE THOUSAND, NINETY SEVEN DOLLARS ($705,097).

Issue:

Should the Village Council approve the acceptance of the Florida Inland Navigational District (FIND) Waterways Assistance Program grant and should the Village allow public access to the dock from 96th Street via a security gate?

Bal Harbour Experience:

x Beautiful Environment	x Safety	x Modernized Public Facilities + Infrastructure
x Destination & Amenities	x Exclusivity & Access	x Resiliency + Sustainable Community

On March 26th, 2020, a Waterway Assistance Program (WAP) grant application was submitted to the Florida Inland Navigation District requesting funding in the amount of seven hundred and five thousand, ninety-seven dollars ($705,097). If the award is approved the funding will be used to supplement the budget for the seawall and dock replacement including the scope of work for the proposed boardwalk and kayak launch.

Project Title: Village Seawall, Boardwalk and Dock
Total Estimated Project Costs: $1,470,195
Brief Description of the Project: The improvements consist of a seawall and dock replacement, installation of a new kayak launch and boardwalk.

Currently, the design and preparation of plans and specifications has reached 30% completion and has been submitted for preliminary permitting review to Florida Department of Environmental Protection (FDEP), US Army Corp of Engineers (USCOE) and to Miami Dade County Department of Environmental Resources Management (DERM). The advanced work on the permits is in alignment with the FIND grant requirement that by September 2020 all permitting including the environmental agencies permits be secured.

The 96th Street access may be provided via a security gate to the dock while keeping the park private with its own controlled access to the dock from the inside of the park. The park will still retain its own private waterfront boardwalk with no public access.

Pursuant to the review of the FIND grant requirements and the WAP grant application submitted on March 2020 for the Seawall project, I recommend that Council authorizes the Village Manager or Manager's designee to execute any future grant award agreements, amendments and other documents FIND and the grant may require.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION.

Financial Information:

	Amount	Account	Account #
1	NA	NA	NA

Sign Off:

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

APRIL 21, 2020 AGENDA ITEM _____

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 21, 2020

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND), "WATERWAYS ASSISTANCE PROGRAM" GRANT AWARD, FOR THE SEAWALL AND DOCK REPLACEMENT AND INSTALLATION OF A NEW BOARDWALK AND KAYAK, AS DETAILED WITHIN THE GRANT APPLICATION SUBMITTED MARCH OF 2020; IN THE ESTIMATED GRANT FUNDED AMOUNT OF SEVEN HUNDRED AND FIVE THOUSAND, NINETY SEVEN DOLLARS ($705,097); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

Subsequent to the Council Retreat in November of 2017, two Public Design Workshops were held: the first workshop was held on January 29, 2018, commencing with the visioning and planning process for the Village's new waterfront park and on March 5, 2018, the second workshop was held to move forward on the planning led by architect Bernard Zyscovich. Zyscovich Architects worked to incorporate the soft sensibilities of the natural environment by utilizing shaded area, curving building forms that expand the panorama and surprises in the use of outdoor rooftop spaces. In August of 2019, Zyscovich Architects commenced the Schematic Design Phase and their team is currently working on the development phase of the park design.

On March 2018, Coastal Systems International (Coastal), our environmental engineering design consultant, submitted a proposal outlining the services in response to the Village's wish to redevelop three adjacent parcels located at 18 Bal Bay Drive, 16 Bal Bay Drive, and 701 96th Street (currently used for our Operations Facility and Recreation Center) for recreational use. They were tasked with the analyses of the existing conditions for the launching of a passive docking facility, over water boardwalk as well as the feasibility of other waterside amenities.

Coastal was also requested to review the permitting feasibility of the proposed waterfront improvements, specifically, the kayak launch, riprap and an overwater boardwalk. Indian Creek is a sovereign waterbody located in the Biscayne Bay Aquatic Preserve (BBAP). There is a current sovereign submerged lands (SSL) lease (BOT #131717446) for a 2-slip, non-revenue generating docking facility for the mooring of recreational vessels in conjunction with an upland municipal operations center issued to the Village for 5-year lease term (April 1, 2016 – April 1, 2021). Upon submission for the renewal of the lease agreement prior to April 1, 2021, Coastal will be submitting for a modification of the lease to accommodate the proposed waterfront improvements.

During the Schematic Design Phase for the Village Park, the environmental consultant handling the dock replacement and design of waterside amenities, recommended to Zyscovich Architects and the Village, the evaluation of the existing seawall. This was a prudent recommendation because if after construction of the park, if the seawall needed repairs or replacement it might impact the newly constructed facility.

Coastal Systems mobilized a dive team led by a professional engineer-diver to perform an above and below water assessment of the existing seawall at the Project site, which is approximately 315 linear feet. The assessment evaluated the condition of the seawall structures and pilings in addition to conducting a Bathymetric and Marine Resources survey in selected areas in order to provide a determination on whether the seawall required repair or replacement.

On October 16, 2019, Coastal submitted the report on their findings and the majority of the batter piles showed advanced signs of deterioration including spalling, exposed corroded reinforcing bars and vertical cracks. In addition, several of the concrete panels exhibited similar advanced deterioration and gaps at the joints that could initiate loss of material in the upland of the bulkhead. The concrete cap due to the poor quality of the concrete exhibited excessive honeycombing and delamination. Based on the conditions observed, Coastal recommended the replacement of the seawall and the scope of work was carved out of the main project, to expedite the construction of the seawall and dock, thereby, avoiding delays to the construction of the Community Center.

ANALYSIS

On March 26th, 2020, a Waterway Assistance Program (WAP) grant application was submitted to the Florida Inland Navigation District requesting funding in the amount of seven hundred and five thousand, ninety-seven dollars ($705,097). If the award is approved the funding will be used to supplement the budget for the seawall and dock replacement including the scope of work for the proposed boardwalk and kayak launch.

Project Title: Village Seawall, Boardwalk and Dock

Total Estimated Project Costs: $1,470,195

Brief Description of the Project: The project consists of improvements to the waterfront area located at 701-96 Street in Bal Harbour, Florida 33154. The improvements consist of

a seawall and dock replacement, installation of a new kayak launch and boardwalk connecting via a ramp to the 96th Street.

Currently, the design and preparation of plans and specifications for this construction project has reached 30% completion and has been submitted for preliminary permitting review to Florida Department of Environmental Protection (FDEP), US Army Corp of Engineers (USCOE) and to Miami Dade County Department of Environmental Resources (DERM) for a Class 1 permit. The advanced work on the permits is in alignment with the FIND grant requirement that by September 2020 all permitting including the environmental agencies permits be secured.

FIND grant requirements:
In addition to the permit approval deadline, the FIND Waterway Access Program requires public access to the dock for grant compliance and award of funds for the seawall replacement. Access from 96th Street may be provided to the dock while keeping the park private with its own controlled access to the dock area from the inside park. The area along 96th Street where a possible entrance may be constructed is currently an unused easement adjacent to our property (see Exhibit B & Exhibit C attached). The park will still retain its own private waterfront boardwalk with no public access.

In an effort to address the FIND public access requirement, while still retaining private use of the park, we tasked the designers and staff with developing a proposed solution which would be acceptable and at the same time not adversely affect the use, security and original design of the park. The proposed design solution is an elegant way to merge these seemingly competing desires, without compromising the design intent. If approved and if awarded, the operation of these access points will be secured and continuously monitored.

The resolution that accompanies this memorandum has FIND grant specific language requesting approval and stipulating future acceptance of the grant. The approved resolution will be submitted to FIND by their May 2020 deadline. If the Council requires an additional approval of the proposed design or grant requirements for the award, staff can prepare an additional Council item prior to final acceptance of the award agreement. If Council wishes to rescind the grant application for any reason, we can notify the FIND Commission at that time.

THE BAL HARBOUR EXPERIENCE

The design for the replacement of the Seawall and Dock is aligned with the elements in our vision for the Village and corresponds directly to the goals of the Bal Harbour Experience:

- Beautiful Environment
- Destination and Amenities
- Exclusivity and Access
- Resiliency and Sustainable Community

- Safety
- Modernized Public Facilities + Infrastructure

The design for the Seawall and Dock replacement proposes a raised seawall and cap as a feature to assist with the sea level rise and protection of the upland facilities, thereby, addressing the community goals for resiliency and sustainability. We have added a natural wood boardwalk along the waterway as an amenity for the patrons to have a safe experience, where they can sit passively or join a yoga class while enjoying the vistas. The replacement of the seawall with the new boardwalk, dock and kayak launch addresses our goals for the Bal Harbour experience. This project will provide a complementary water view juxtaposed to the lush landscape of the park and the beautiful Community Center for the enjoyment of the community.

CONCLUSION

Pursuant to the review of the FIND grant requirements and the WAP grant application submitted on March 26th, 2020 for the Seawall project, I recommend that Council authorizes the Village Manager or Manager's designee to execute any future grant award agreements, amendments and other documents FIND and the grant require, following approval by the Village Attorney as to legal sufficiency; provided however that the Village Manager or Manager's designee are only delegated the authority to execute amendments that do not have an additional fiscal impact on the Village and that otherwise are for projects eligible under the FIND, Waterways Assistance Program. If the Council requires an additional approval of the proposed design or grant requirements for the award, staff can prepare an additional Council item prior to final acceptance of the award agreement. I also recommend that Council authorizes the Village Manager or Manager's designee to receive and expend all monies for the purposes described in the funding request for and on behalf of Bal Harbour Village.

Attachments:

1. EXHIBIT A - FIND Waterway Assistance Program grant application
2. EXHIBIT B – Seawall, Boardwalk and Dock Site Plan
3. EXHIBIT C – Aerial View

RESOLUTION NO. 2020-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND), "WATERWAYS ASSISTANCE PROGRAM" GRANT AWARD, FOR THE SEAWALL AND DOCK REPLACEMENT AND INSTALLATION OF A NEW BOARDWALK AND KAYAK, AS DETAILED WITHIN THE GRANT APPLICATION SUBMITTED MARCH OF 2020; IN THE ESTIMATED GRANT FUNDED AMOUNT OF SEVEN HUNDRED AND FIVE THOUSAND, NINETY SEVEN DOLLARS ($705,097); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Project Title: Village Seawall, Boardwalk and Dock

Total Estimated Project Costs: $1,470,195

Brief Description of the Project: The project consists of improvements to the waterfront area located at 701-96 Street in Bal Harbour, Florida 33154. The improvements consist of a seawall and dock replacement, installation of a new kayak launch and boardwalk connecting via a ramp to the 96th Street; and

WHEREAS, the Village submitted a grant application to the Florida Inland Navigation District (FIND) in March of 2020; and

WHEREAS, FIND financial assistance is required for the project mentioned above; and

WHEREAS, as part of its application process, FIND requires that a resolution be adopted by the agency seeking FIND grant funds in substantially the form of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS, that this Council authorizes the submittal of a grant application for $705,097 to FIND, Waterways Assistance Program with a Village match of $765,098 from the Capital Programs Budget.

AND, BE IT FURTHER RESOLVED that said Bal Harbour Village make application to the FIND in the amount of up to 48% of the FIND estimated cost on behalf of Bal Harbour Village.

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

Section 1. Recitals Adopted. That it will accept the terms and conditions set forth in FIND Rule 66B-2 F. A. C. and which will be a part of the Project Agreement for any assistance awarded under the proposal.

Section 2. Program Approved. That it is in complete accord with the proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

Section 3. Implementation That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of Bal Harbour Village for public use.

Section 4. Anti-discrimination. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

Section 5. Financial Records. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

Section 6. Post-audit. That it will make available to FIND, if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

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

AND, BE IT FURTHER RESOLVED that the Council authorizes the Village Manager or Manager's designee to execute any future grant award agreements, amendments and other documents FIND and the grant require, following approval by the Village Attorney as to legal sufficiency; provided however that the Village Manager or Manager's designee are only delegated the authority to execute amendments that do not have an additional fiscal impact on the Village and that otherwise are for projects eligible under the FIND, Waterways Assistance Program. The Council authorizes the Village Manager or Manager's designee to receive and expend all monies for the purposes described in the funding request for and on behalf of Bal Harbour Village, Florida.

PASSED AND ADOPTED this 21st day of April, 2020.

INCORPORATED 1946 • BAL HARBOUR • VILLAGE • MIAMI-DADE COUNTY, FL

_____
Mayor Gabriel Groisman

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

FY 2020

WATERWAYS ASSISTANCE

PROGRAM

APPLICATION PACKAGE

Part 2. Attachment E

THE FOLLOWING ATTACHMENT E-1 THROUGH E-8 FORMS, IN ADDITION TO THE REQUIREMENTS OF ITEMS 10 THROUGH 13 OF THE APPLICATION CHECKLIST, CONSTITUTE YOUR FORMAL APPLICATION.

SUBMIT THE APPLICATION INFORMATION IN THE ORDER LISTED ON THE CHECKLIST.

An electronic copy (pdf) may be emailed to JZimmerman@aicw.org**.**
or a completed hardcopy of the application may be delivered to:
FIND, 1314 Marcinski Rd., Jupiter, FL 33477
Application must be received by the deadline, no exceptions.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E - APPLICANT TIPS SHEET

(Mistakes Common to the application process and how to avoid them)

Scheduling – The new application is available by January each year, and District funding is available AFTER October 1st of each year. Applicants should plan their schedule to avoid commonly missed deadlines: Application due – 27th of March; Property control/Technical sufficiency items – 22nd of May, Permits – 15th of September. (Staff suggestion: Begin to secure property control and permits PRIOR to applying for funding.)

Property Control Verification – Please have your attorney complete and sign the form in the application verifying applicant property control. In the case of leases or management agreements, please forward a copy to the District well in advance of the deadline to verify consistency with our program rules. (Staff suggestion: Resolve this requirement outside the application "window".)

Project Costs Eligibility – Please note the eligible project costs in Rule Section 66B-2.008, F.A.C. If you are not sure about an item's eligibility, ask! Note: Any ineligible cost, including in-house project management and administration, is also not eligible for an applicant's match. Make sure you have delineated your required minimum cost-share on the project cost estimate. (Staff suggestion: If you have questions about the eligibility of an item, work up a mock cost-sheet and send it to our office well before the deadline.)

Cost-Share – Although the applicant must provide a minimum of 50% of the total project costs (25% for eligible public navigation dredging), there is no specific requirement to split each item. (Staff suggestion: You may want to organize project element in a certain manner for easier accounting.)

Pre-Agreement Expenses - Rule 66B-2.005(3), F.A.C. requires any activity in the submitted project cost estimate occurring PRIOR to October 1st to be considered as pre-agreement expenses. The Board's past philosophy has been to fund only those projects that require District funding assistance to be completed. It is best to avoid pre- agreement expenses if possible. Note, that pre-agreement expenses must be limited to 50% or less of the total project costs, and they are eligible for only ½ of the original District funding. (Example: A project with a total cost of $200,000 is Board-approved for one-half construction PRIOR to October 1st. In this case, District funding will be limited as follows: Only 50% of the $100,000 project cost prior to October 1st is eligible as project expenses (i.e. $50,000). Then only ½ of the eligible project expenses ($50,000) are eligible for District funding assistance (i.e. $25,000).

Submitted Materials & June Presentation –The Board must review and evaluate every application and each year we receive about 90 applications for consideration. The final product for the Commissioner's review is two 8-1/2" x 11" spiral-bound notebooks containing the essential information for the application. NOTE: make sure your final submitted material is the same material you will be presenting to the Board at our June meeting. This will avoid confusion and strengthen your presentation. (Staff suggestion: Limit the submitted materials to the requested information, in the required format and make sure it is consistent with your June presentation. Do not submit additional material at the June presentation!)

ELECTRONIC SUBMISSIONS – Grant applications are being accepted by email or hardcopy. Grant applications may be submitted via email as a pdf attachment (permits attached separately). Make sure to label your pdf attachment with the applicant and project title. You will receive a confirmation email letting you know your application has been received. Email your completed application to JZimmerman@aicw.org Or you may send hardcopy applications to FIND, 1314 Marcinski Rd, Jupiter, EL 33477.

Applications must be received by the District by 4:30 pm on March 27, 2020.

ATTACHMENT E-1.
APPLICATION CHECKLIST 2020
(To be completed by the Applicant)

Project Title:	Village Seawall, Boardwalk and Dock
Applicant:	Bal Harbour Village

This checklist and the other items listed below in items 1 through 13 constitute your application. The required information shall be submitted in the order listed.

An electronic copy may be emailed to JZimmerman@aicw.org. Application must be received by the deadline, no exceptions.

All information will be printed on 8 ½"x11" paper to be included in agenda books bound by staff.

		YES	NO
1.	District Commissioner Review (prior to March 6th) (***NOTE*: For District Commissioner initials ONLY!)** **(District Commissioner must initial the yes line on this checklist for the application to be deemed complete)**	____	____
2.	Application Checklist – E-1 (Form No. 90-26, 2 pages) (Form must be signed and dated)	X	____
3.	Applicant Info/Project Summary – E-2 (Form No. 90-22, 1 page)**(Form must be completed and signed)**	X	____
4.	Project Information – E-3 (Form No. 90-22a, 1 page)	X	____
5.	Application and Evaluation Worksheet – E-4$_{(+)}$ (Form No.91-25) (One proper sub-attachment included, 7 pages) Must answer questions 1-10. **No signatures required**	X	____
6.	Project Cost Estimate – E-5 (Form No. 90-25, 1 page) **(Must be on District form)**	X	____
7.	Project Timeline – E-6 (Form No. 96-10, 1 page)	X	____
8.	Official Resolution Form – E-7 (Form No. 90-21, 2 pages) **(Resolution must be in District format and include items 1-6)**	X	____

ATTACHMENT E-1 (Continued)

APPLICATION CHECKLIST

(To be completed by the Applicant)

		YES	NO
9.	Attorney's Certification (Land Ownership) – E-8 **(Must be on or follow format of Form No. 94-26, (Legal descriptions NOT accepted in lieu of form)**	X	
10.	County/City Location Map	X	
11.	Project Boundary Map	X	
12.	Clear & Detailed Site Development Plan Map	X	
13.	Copies of all Required Permits: ACOE, DEP, WMD (Required of development projects only)	IP	

The undersigned, as applicant, acknowledges that Items 1 through 12 above constitutes a complete application and that this information is due in the District office no later than 4:30 PM, March 27, 2020. By May 22, 2020 my application must be deemed complete (except for permits) or it will be removed from any further consideration by the District. I also acknowledge that the information in Item 13 is due to the District no later than September 15, 2020. If the information in Item 13 is not submitted to the District office by September 15, 2020, I am aware that my application will be removed from any further funding consideration by the District.

LIAISON: Matilde E. Reyes, RA TITLE: Capital Program Manager

Matilde E. Reyes Digitally signed by Matilde E. Reyes DN: cn=Matilde E. Reyes, o=Village of Bal Harbour, ou=Parks and Open Spaces, email=mreyes@balharbourfl.gov, c=US Date: 2020.03.22 18:11:41 -04'00' 3/22/2020

**** SIGNATURE - PROJECT LIAISON **** DATE

FIND OFFICE USE ONLY

Date Received: _____

Local FIND Commissioner Review: _____

All Required Supporting Documents: _____

Applicant Eligibility: _____

Project Eligibility: _____ Available Score: _____

Compliance with Rule 66B-2 F.A.C.: _____

_____

Eligibility of Project Cost: _____

ATTACHMENT E-2

WATERWAYS ASSISTANCE PROGRAM FY 2020
PROJECT APPLICATION
APPLICANT INFORMATION – PROJECT SUMMARY

APPLICANT INFORMATION			
Applicant: Bal Harbour Village			
Department: Capital Programs			
Project Title: Village Seawall, Boardwalk and Dock			
Project Director:	Matilde E. Reyes, RA	**Title:**	Capital Program Manager
Project Liaison: *(if different from Project*	N/A	**Title:**	N/A
Mailing Address:	655 -96th Street		
City: Bal Harbour		**Zip Code:**	33154
Email Address: mreyes@balharbourfl.gov		**Phone #:**	305-297-8549
Project Address:	701-96 Street, Bal Harbour, Florida 33154		

******* I hereby certify that the information provided in this application is true and accurate. ******

SIGNATURE: Matilde E. Reyes Digitally signed by Matilde E. Reyes DN: cn=Matilde E. Reyes, o=Village of Bal Harbour, ou=Parks and Open Spaces, email=mreyes@balharbourfl.gov, c=US Date: 2020.03.22 19:07:20 -04'00' DATE: 3/22/2020

PROJECT NARRATIVE (Please summarize the project in space provided below in 2 paragraphs or less.)

During the Village Council 2018-2019 retreat it was the general consensus of the Council that Village-wide beautification is a high priority component of the overall strategic realization of the Bal Harbour Experience! The Council prioritized capital projects, which included the relocation of the Village's Parks and Public Spaces Operations Facility and in its place voted on a plan to redevelop the soon to be vacant parcel. In 2018, the Village entered into agreement with Zyscovich Architects who began design and engineering services on the redevelopment project. The architectural and engineering firm's work resulted in the evaluation of adjacent seawall. Our coastal engineering consultant provided an extensive evaluation of the existing seawall and several deficiencies were identified and given the desire to build up the entire site to address climate change and sea level rise, the engineers recommended a complete replacement of the seawall structure with a higher seawall cap. In addition to replacing the seawall, the project would also include the dock replacement and a kayak launch. The creative design to incorporate a boardwalk and open space next to the seawall, will result in not only protection against water intrusion, but also will add elegant built-in design elements.

The design and permitting costs are estimated at around $120 thousand and is scheduled to be completed in 2020. The new seawall, boardwalk, and dock (with kayak launch) will cost approximately $1.350 million to construct, but is a prudent and necessary owner required improvement. The overall project would include the replacement of the existing seawall and dock, a new kayak launch and boardwalk to increase public access to waterfront areas in the Village. This is a unique opportunity as most areas in the Village are restricted to resident only access, but this particular dock and boardwalk would be primarily public accessible at no cost to use and for all to enjoy. The goal is to eventually also make the spot accessible to water taxis. Access to the waterfront will be provided via 96th Street, a beautiful public way that connects patrons to the nearby 96th street-end beach access, Bal Harbour Shops and popular restaurants and shops.

ATTACHMENT E-3 - PROJECT INFORMATION 2020

Applicant: Bal Harbour Village	**Project Title:** Village Seawall, Boardwalk and Dock	
Total Project Cost: $ 1,470,195	**FIND Funding Requested: $** 705,097	**% of Total Cost:** 48%
Amount and Source of Applicant's Matching Funds:	$765,098 will come from the Village's Capital Programs budget.	

1. Ownership of Project Site (check one): Own: ■ Leased: ☐ Other: ■

2. If leased or other, please describe lease or terms and conditions:

N/A

3. Has the District previously provided assistance funding to this project or site? Yes: ☐ No: ■

4. If yes, please list:

N/A

5. What is the current level of public access in terms of the number of boat ramps, boat slips and trailer parking spaces, linear feet of boardwalk (etc.)? (as applicable):

There is currently no public access to the dock and walk area in the area.

6. How many additional ramps, slips, parking spaces or other access features will be added by this project?

Approximately 335 linear feet of seawall will be replaced resulting in the installation of a 500 square foot rectangular dock, kayak launch, and approximately 2500 square feet of boardwalk leading up to 96 ST.

7. Are fees charged for the use of this project? No ■ Yes ☐ **

****If yes, <u>please attach additional documentation</u> of fees and how they compare with fees from similar public & private facilities in the area.**

Please list all Environmental Resource Permits required for this project:

AGENCY	Yes / No / N/A	Date Applied For	Date Received
WMD	Reviewing for need	Future	Future
DEP	Yes	Jan. 2020	In Progress
ACOE	Yes	Jan. 2020	In Progress

ATTACHMENT E-4

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

DIRECTIONS: All applicants will complete questions 1 through 6, and then based on the type of project, complete one and only one subsection (E-4A, B, C, D or E) for questions 7-10.

****Please keep your answers brief and do not change the pagination of Attachment E-4****

All other sub-attachments that are not applicable to an applicant's project should not be included in the submitted application.

Project Title:	Village Seawall, Boardwalk and Dock
Applicant:	Bal Harbour Village

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1) PRIORITY LIST:

a) Denote the priority list category of this project from Attachment C in the application. (The application may only be of **one** type based upon the predominant cost of the project elements.)

#12 - Public waterfront parks and boardwalks and associated improvements

b) Explain how the project fits this priority category.

The project will provide public waterfront access to enjoy the water view and benefit from a beautiful and newly installed dock, boardwalk, kayak launch and an elegantly designed accessible walking ramp that connects the boardwalk to the popular 96th street, which is less than a mile away from the entrance of the Bal Harbour Shops and within walking distance of A1A and the public accessible beaches.

(For reviewer only)
Max. Available Score for application _____

Question 1. Range of Score (1 to____points)

---

2) WATERWAY RELATIONSHIP:

a) Explain how the project relates to the ICW and the mission of the Navigation District.

Bal Harbour Village lies between the Atlantic Ocean and the Intercoastal Waterway. FIND is tasked with providing assistance to governments such as the Village to develop waterway access and improvement projects. This project would be a very rare public waterway access opportunity in the Village and one that could truly use the support of FIND.

b) What public access or navigational benefit to the ICW or adjoining waterway will result from this project?

Currently, there is no public docking spaces for vessels in Bal Harbour Village. The Village is very much resident inclusive and public exclusive, but this project would be one of two major improvements done to the Village that will be accessible to the public as well. The boardwalk, dock and kayak launch will connect the public to the waterfront along the popular 96th Street. The dock would also be used for water taxis increasing public use of the area.

(For reviewer only)
(1-6 points)

3) PUBLIC USAGE & BENEFITS:

a) How is the public usage of this project clearly identified and quantified? Estimate the amount of total public use.

Currently, the public is not familiar with this public accessible area of waterfront space in the Village, but once the improvements are completed and an access ramp is constructed connecting the waterfront boardwalk to 96th street, it is estimated that at least 7,300 people would benefit from the space. That is based on an average of 20 walking visitors a day and not including the users arriving by kayak, boat and water taxi, which could easily increase usage.

b) Discuss the regional and local public benefits that will be provided by the project. Can residents from other counties of the District reasonably access and use the project? Explain.

Residents and visitors from all over the County and from around the world would have reasonable access to the project site. The site will have its own access point to the popular 96th street sidewalk and will also be accessible to vessels that choose to dock there, including water taxis and kayaks.

c) Are there any restrictions placed on commercial access or use of this site?

The dock, boardwalk and kayak launch would be adjacent to a neighboring waterfront park that will be built for Bal Harbour Village residents use only, but that would not impede the access for the public to the site as it would have a separate connection and access point connecting the users to 96th street.

(For reviewer only)
(1-8 points)

4) TIMELINESS

a) Describe current status of the project and present a reasonable and effective timeline for the completion of the project consistent with Attachment E-6.

The project is currently 30% complete in design phase and will be ready for construction commencement on or about October 2020. It is estimated that construction would be complete August 2021.

b) Briefly explain any unique aspects of this project that could influence the project timeline.

Nothing unique is currently known. The design consultant will investigate all aspects of the project and let us know if any delays are identified in permitting.

(For reviewer only)
(1-3 points)

5) COSTS & EFFICIENCY:

a) List funding sources and the status and amount of the corresponding funding that will be utilized to complete this project.

$765,098 will come from the Village's Capital Programs budget. The funding has already been set aside in the budget to ensure timely completion of all project elements.

b) Identify and describe any project costs that may be increased because of the materials utilized or specific site conditions.

It is unlikely that the design and engineering services costs will change, but construction costs could possibly change based on findings during the completion of the design phase.

c) Describe any methods to be utilized to increase the cost efficiency of this project.

Efficiencies will come from using a trusted and single consultant for the design phase of the project. The goal would be to also find cost savings during the design phase that will save costs during the construction phase.

d) If there are any fees associated with the use of this facility, please detail. In addition, please provide a listing of the fees charged by similar facilities, public and private, in the project area.

No fees are associated with the use of the project area, but the adjacent park area is exclusive to Village residents only. Upon development of the site the area the dock, kayak launch and boardwalk will be free and public accessible. There are no comparable areas to this in the Village.

(For reviewer only)
(1-6 points)

6) PROJECT VIABILITY:

a) **What specific need in the community does this project fill? Is this project referenced or incorporated in an existing maritime management, public assess or comp plan?**

There are almost no public docking spaces or public accessible waterfront boardwalks in Bal Harbour Village that are not exclusive to residents only. Bal Harbour Village sits at the northernmost tip of Miami Beach and has one of the most beautiful white sand beaches of the County. This project would provide waterfront access to the many visitors and Floridians that seek to enjoy this natural paradise, its restaurants and businesses.

b) **Clearly demonstrate how the project will continue to be maintained and funded after District funding is completed.**

The residents of Bal Harbour privately fund most of the improvements and common areas in the Village. The ongoing maintenance of the seawall, boardwalk and dock (with kayak launch) will be funded with Village Capital Programs dollars, resort and commercial tax revenue funding allocated specifically for the park boardwalk, dock and seawall improvements.

c) **Will the program result in significant and lasting benefits? Explain.**

Yes, the program will increase overall resiliency of the area as the seawall replacement and increased wall and cap height will protect the area from water intrusion. This in itself will protect the adjacent buildings and people that reside and vacation in the area. The improvements will also bring visitors from all over the world to the area increasing their connection to the waterways in this beautiful Village.

d) **Please describe any environmental benefits associated with this project.**

The project will protect the upland areas from sea level rise by increasing the height of seawall structure and cap. This area in particular is extremely susceptible climate change and sea level rise effects and the seawall would act as a much needed area especially during hurricane season when storm surge is most evident.

(For reviewer only)
(1-7 points)

SUB-TOTAL _____

ATTACHMENT E-4A
DEVELOPMENT & CONSTRUCTION PROJECTS

WATERWAYS ASSISTANCE PROGRAM
APPLICATION AND EVALUATION WORKSHEET

THIS ATTACHMENT IS TO BE COMPLETED IF YOUR PROJECT IS A DEVELOPMENT OR CONSTRUCTION PROJECT BUT **IS NOT** AN INLET MANAGEMENT OR BEACH RENOURISHMENT PROJECT.

---

7) PERMITTING:

a) Have all required environmental permits been applied for? (USACE, DEP and WMD) If permits are NOT required, explain why not.

DEP and USACE permits have been applied for and are in progress. WMD is being assessed for necessity by the design consultant.

b) If the project is a Phase I project, list the tasks scheduled to obtain the necessary permits and engineering work and provide a general cost estimate for the future Phase II work.

This project is for Pre-Agreement Costs and Construction. We are currently 30% into the design phase. The design and engineering costs with permitting are estimated at about $120,000. The construction costs are estimated at $1.350 million and construction commencement is expected for October of 2020.

c) Detail any significant impediments that may have been identified that would potentially delay the timely issuance of the required permits.

Currently, there are no impediments that have been identified. The design appears to be moving forward smoothly. More will be known in the coming months.

(For reviewer only)
(1-4 points)

8) PROJECT DESIGN:

a) **Has the design work been completed? If this is a Phase I project, has a preliminary design been developed?**

Design is underway and expected to be completed by September of 2020 with permits approved.

b) **Are there unique beneficial aspects to the proposed design that enhance public usage or access, minimize environmental impacts, improve water quality or reduce costs?**

The proposed design is not only looking to replace the seawall, but will also raise the height of the wall and cap. This will help with resiliency protecting the upland against water intrusion. The boardwalk will also be public accessible with a unique design to include a winding ramp leading up to the popular 96th Street creating path to nearby shops and beaches.

(For reviewer only)
(1-2 points)

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9) CONSTRUCTION TECHNIQUES:

a) **Briefly explain the construction techniques to be utilized for this project. If a Phase 1, elaborate on potential techniques.**

While retaining the stability of the existing wall, the existing concrete cap and batter piles will be removed; steel sheet piles will be installed within 18 inches of the wet face of the existing seawall; gap between the steel sheet piles and existing wall will be filled with #57 stone; new concrete cap is installed on top of the steel sheet piles; concrete cap gains required strength, helical anchor with 35 ft tiebacks will be driven behind the seawall and attached to conc. cap.

b) **How are the utilized construction techniques appropriate for the project site?**

The increased sheet piles length will increase the resiliency of the seawall structure and provides water intrusion defense. The environmental agencies require the protection of corals and seagrasses and require that the new sheet piles be installed a maximum of 18 inches from the existing wall to protect the natural resources. Use of helical anchors also assists with this.

c) **Identify any unusual construction techniques that may increase or decrease the costs of the project.**

There are currently no unusual construction techniques that will be used on this project but the project will contemplate construction from both the land side and water side to make the construction more affordable.

(For reviewer only)
(1-3 points)

---

10) CONSTRUCTION MATERIALS:

a) List the materials to be utilized for this project. What is the design life of the proposed materials compared to other available materials?

Seawall materials: FDOT Class IV Concrete for marine environment; galvanized steel reinforcement; Steel sheet pile coated w/ coal tar epoxy; galvanized steel helical tieback anchors. Dock materials: aluminum frame, stainless steel hardware, accoya wood decking, aluminum kayak lift, greenheart mooring piles and pressure treated No.1 southern pine fenders. All materials selected are responsive to the corrosive marine environment for this type of structural construction and the seawall longevity expected is roughly 50 years for helical anchors and 70 years for sheet piles and concrete cap.

b) Identify any unique construction materials that may significantly alter the project costs.

Currently, there are no unique construction materials anticipated but we have identified accoya wood for the decking which is significantly less expensive and is a stable material that weathers well. It has a lifespan of 25 years and is very good for use near a marine environment.

(For reviewer only)
(1-3 points)

RATING POINT TOTAL _____

(Note: The total maximum score possible is dependent upon the project priority category but cannot exceed 50 points unless the project qualifies as an emergency-related project. The minimum score possible is 10 points. A score of 35 points or more is required to be considered for funding.)

ATTACHMENT E-5

FLORIDA INLAND NAVIGATION DISTRICT
ASSISTANCE PROGRAM 2020

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

Project Title:	Village Seawall, Boardwalk and Dock
Applicant:	Bal Harbour Village

Project Elements *(Please list the MAJOR project elements and provide general costs for each one. For Phase I Projects, please list the major elements and products expected)*	**Quantity or Total Estimated Cost** **(Number and/or Footage etc.)**	**Applicant's Cost** (To the nearest $50)	**FIND Cost** (To the nearest $50)
Pre-Agreement Design Consultant and Permitting Costs	$120,000	$90,000	$30,000
Construction Costs	$1,350,195	$675,098	$675,097

****TOTALS =**	**$** 1,470,195	**$** 765,098	**$** 705,097

ATTACHMENT E-6

WATERWAYS ASSISTANCE PROGRAM 2020

PROJECT TIMELINE

Project Title:	Village Seawall, Boardwalk and Dock
Applicant:	Bal Harbour Village

The applicant is to present a detailed timeline on the accomplishment of the components of the proposed project including, as applicable, completion dates for: permitting, design, bidding, applicant approvals, initiation of construction and completion of construction.

NOTE: All funded activities must begin AFTER October 1st

(or be consistent with Rule 66B-2.005(3) - Pre-agreement expenses)

September 2019 - Seawall Investigation
October 2019 - Bathymetric and Marine Resource Surveys
November 2019 - Dock and Boardwalk Reconfiguration Construction Plans
January 2020 - Environmental Permit Applications
September 2020 - Design Completed
September 2020 - Dock and Environmental Permits
October 2020 - Construction Commences
August 2021 - Construction Completion
September 2021 - FIND Sign Installation

Attachment E-7

RESOLUTION NO. 2020-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE ACCEPTANCE OF A FLORIDA INLAND NAVIGATION DISTRICT (FIND), "WATERWAYS ASSISTANCE PROGRAM" GRANT AWARD, FOR THE SEAWALL AND DOCK REPLACEMENT AND INSTALLATION OF A NEW BOARDWALK AND KAYAK, AS DETAILED WITHIN THE GRANT APPLICATION SUBMITTED MARCH OF 2020; IN THE ESTIMATED GRANT FUNDED AMOUNT OF SEVEN HUNDRED AND FIVE THOUSAND, NINETY SEVEN DOLLARS ($705,097); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

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

Project Title: Village Seawall, Boardwalk and Dock

Total Estimated Project Costs: $1,470,195

Brief Description of the Project: The project consists of improvements to the waterfront area located at 701-96 Street in Bal Harbour, Florida 33154. The improvements consist of a seawall and dock replacement, installation of a new kayak launch and boardwalk connecting via a ramp to the 96th Street; and

WHEREAS, the Village submitted a grant application to the Florida Inland Navigation District (FIND) in March of 2020; and

WHEREAS, FIND financial assistance is required for the project mentioned above; and

WHEREAS, as part of its application process, FIND requires that a resolution be adopted by the agency seeking FIND grant funds in substantially the form of this resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS, that this Council authorizes the submittal of a grant application for $705,097 to FIND, Waterways Assistance Program with a Village match of $765,098 from the Capital Programs Budget.

AND, BE IT FURTHER RESOLVED that said Bal Harbour Village make application to the FIND in the amount of up to 48% of the FIND estimated cost on behalf of Bal Harbour Village.

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

Section 1. **Recitals Adopted.** That it will accept the terms and conditions set forth in FIND Rule 66B-2 F. A. C. and which will be a part of the Project Agreement for any assistance awarded under the proposal.

Section 2. **Program Approved**. That it is in complete accord with the proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

Section 3. **Implementation** That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of Bal Harbour Village for public use.

Section 4. **Anti-discrimination.** That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

Section 5. **Financial Records.** That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

Section 6. **Post-audit.** That it will make available to FIND, if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

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

AND, BE IT FURTHER RESOLVED that the Council authorizes the Village Manager or Manager's designee to execute any future grant award agreements, amendments and other documents FIND and the grant require, following approval by the Village Attorney as to legal sufficiency; provided however that the Village Manager or Manager's designee are only delegated the authority to execute amendments that do not have an additional fiscal impact on the Village and that otherwise are for projects eligible under the FIND, Waterways Assistance Program. The Council authorizes the Village

Attachment E-7

Manager or Manager's designee to receive and expend all monies for the purposes described in the funding request for and on behalf of Bal Harbour Village, Florida.

PASSED AND ADOPTED this _____day of _____, 2020.

_____
Mayor Gabriel Groisman

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2020
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE VILLAGE ATTORNEY

March 23, 2020

TO WHOM IT MAY CONCERN:

I, Robert A. Meyers, am the Deputy Attorney for the Village of Bal Harbour, Florida. I hereby state that I have examined a copy of a deed from Florence Schick Gifford to the Village of Bal Harbour dated May 26, 1965 conveying Fee Simple in the following described property:

> Lots 1 and 2 in Block 1 of the Residential Section of Bal Harbour, recorded in Plat Book 44 and Page 98, of Public Records of Dade County, Florida.

I have also examined a document showing that this property is listed on the tax rolls as belonging to the Village of Bal Harbour. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called Village Seawall, Boardwalk and Dock.

I certify that the Village does in fact own this property for 54 years.

Very truly yours,

Robert A. Meyers
Deputy Village Attorney

ATTACHMENT E-8

ATTORNEYS CERTIFICATION OF TITLE 2020
(See Rule 66B-2.006(4) & 2.008(2) FAC)

OFFICE OF THE VILLAGE ATTORNEY

March 23, 2020

TO WHOM IT MAY CONCERN:

I, Robert A. Meyers, am the Deputy Attorney for the Village of Bal Harbour, Florida. I hereby state that I have examined a copy of a deed from Robert C. Graham and Bertha Hack Graham and Robert C. Graham, Jr. and Jeanne H. Graham to the Village of Bal Harbour dated June 18, 1956 conveying Fee Simple in the following described property:

Area No. 4 of Business Section of Bal Harbour, Plat Book 60, Page 39, of the Public Records of Dade County, Florida.

I have also examined a document showing that this property is listed on the tax rolls as belonging to the Village of Bal Harbour. Finally, I have also examined such documents and records as necessary for this certification.

This property is what is now called Village Seawall, Boardwalk and Dock.

I certify that the Village does in fact own this property for 63 years.

Very truly yours,

Robert A. Meyers
Deputy Village Attorney

Form 34 Florida WARRANTY DEED.
(To Corporation.)

BOOK 4297 PAGE 570

TUTBLANX REGISTERED U.S. PAT. OFFICE
Tuttle Law Print, Publishers, Rutland, Vt.

Water Tank Site

This Indenture.

Made this 18th *day of* June *A. D. 19* 56

Between ROBERT C. GRAHAM and BERTHA HACK GRAHAM, his wife, and ROBERT C. GRAHAM, JR. and JEANNE H. GRAHAM, his wife,

of the County of Daviess *and State of* Indiana *parties of the first part, and* BAL HARBOUR VILLAGE, a municipal corporation existing under the laws of the State of Florida having its principal place of business in the County of Dade and State of Florida *party of the second part,*

Village Hall 655 96 St Bal Harbour

Witnesseth, *that the said parties of the first part, for and in consideration of the sum of* Ten Dollars ($10.00) and other valuabe considerations ---------- *to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, remised, released, enfeoffed, conveyed and confirmed and by these presents do grant, bargain, sell, alien, remise, release, enfeoff, convey and confirm unto the said party of the second part and its successors and assigns forever, all that certain parcel of land lying and being in the County of* Dade *and State of Florida, more particularly described as follows:*

Area No. 4 of BUSINESS SECTION OF BAL HARBOUR, Plat Book 60, Page 39, of the Public Records of Dade County, Florida.

Subject to restrictions, conditions and limitations of record; zoning ordinance of the Village of Bal Harbour and any amendments thereto in force and effect; and taxes for the year 1956 and subsequent years.

Together *with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:*

To Have and to Hold *the same in fee simple forever.*

And the said parties of the first part do covenant with the said party of the second part that they are *lawfully seized of the said premises, that they are free of all incumbrance, and that* they have *good right and lawful authority to sell the same; and that said parties of the first part doth hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.*

In Witness Whereof, *the said parties of the first part have hereunto set* their *hands and seals the day and year above written.*

Signed, Sealed and Delivered in Our Presence:

Jean Zollars
Margie L. Crane
(As to all Parties)

Robert C. Graham L.S.
Bertha Hack Graham L.S.
Robert C. Graham, Jr. L.S.
Jeanne H. Graham L.S.
Jeanne H. Graham

BOOK 4297 PAGE 571

State of ~~Florida~~ INDIANA

County of DAVIESS

I HEREBY CERTIFY, *That on this* 18th *day of* June *A. D. 1956, before me personally appeared* ROBERT C. GRAHAM and BERTHA HACK GRAHAM, his wife, and ROBERT C. GRAHAM, JR. and JEANNE H. GRAHAM, his wife,

to me known to be the persons described in and who executed the foregoing conveyance to BAL HARBOUR VILLAGE, a municipal Florida corporation,

and severally acknowledged the execution thereof to be their *free act and deed for the uses and purposes therein mentioned.*

WITNESS *my signature and official seal at* Washington *in the County of* Daviess *and State of* ~~Florida~~ Indiana, *the day and year last aforesaid.*

My Commission Expires Dec. 20, 1959 *Notary Public* Catherine Tyffe

DAVIESS COUNTY NOTARY PUBLIC INDIANA

FF103818

Warranty Deed

TO CORPORATION

40-132 Gra

TO

Bal

Date

ABSTRACT OF DESCRIPTION

STATE OF FLORIDA,
County of DADE

On this 6 *day of* July *A. D. 1956 at* 9 *o'clock* m., *this instrument was filed for record, and being duly acknowledged and proven, I have recorded the same on pages* 570 *of Book* 4297 *in the public records of said County.* RECORD VERIFIED

In Witness Whereof, *I have hereunto set my hand and affixed the seal of the Circuit Court of the* 11th *Judicial Circuit of said State, in and for said County.*

E. B. LEATHERMAN *Clerk.*

By J. R. Kelly *D. C.*

FILED FOR RECORD
1956 JUL 6 AM 9:48
E. B. LEATHERMAN
CLK CIR CT. DADE CO. FLA.

2.00

WARRANTY DEED

THIS INDENTURE, Made this 29th day of December, A. D. 1953, between ROBERT C. GRAHAM & SONS, a partnership consisting of Robert C. Graham, Robert C. Graham, Jr., Ziba F. Graham, Thomas E. Graham and David B. Graham, by Robert C. Graham joined by his wife, Bertha Hack Graham, Robert C. Graham, Jr., joined by his wife, Jeanne H. Graham, Ziba F. Graham joined by his wife, Winifred H. Graham, Thomas E. Graham joined by his wife, Jeannette H. Graham, and David B. Graham, a single man, Parties of the First Part, and BAL HARBOUR VILLAGE, a municipal corporation under the Laws of the State of Florida, whose mailing address is 9700 Collins Avenue, Miami Beach, Florida, Party of the Second Part;

WITNESSETH, That the said Parties of the First Part, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, to them in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said Party of the Second Part, the following described land situate, lying and being in the County of Dade, State of Florida, to-wit:



Commencing at the intersection of the northerly line of 96th Street, with the easterly line of Bal Bay Drive, as same is shown on a Plat entitled, "Residential Section of Bal Harbour", as recorded in Plat Book 44, at Page 98, of the Public Records of Dade County, Florida; run N. 85°-30'-17" E. along the northerly line of said 96th Street, a distance of 102.469 feet to a point; thence run N. 4°-29'-43" W. along a line deflecting 90° to the left, a distance of 20 feet to the point of beginning of the tract of land herein described: -

Thence continue N. 1°-53'-10.286" W., a distance of 150.156 feet to a point, thence run S. 85°-30'-17" W. along a line deflecting 92°-36'-32.714" to the left, along a line parallel to and 170.0 feet distant northerly from the said northerly line of 96th Street, a distance of 100.00 feet to a point on the easterly line of Bal Bay Drive, thence run southeasterly along the easterly line of said Bal Bay Drive, along the arc of a circular curve, deflecting to the right, having for its elements a central angle of 6°-39'-56.322", a radius of 1102.667 feet, a distance of 128.281 feet to the Point of Reverse curvature (PRC) of said curve (chord of said curve having a bearing of S. 1°-53'-10.286" E and a length of 128.209 feet.)

Thence run southeasterly along the arc of a circular curve deflecting to the left, having for its elements a central angle of 95°-22'-14.148", a radius of 20 feet. a distance of 33.291 feet to the point of tangency (PT) of said curve, (chord of said curve having a bearing of S. 46°-48'-35.926" E. and a length of 29.578 feet); thence run N. 85°-30'-17" E. tangent to the last mentioned curve, along a line parallel to and 20 feet distant northerly from the northerly line of said 96th Street, as shown on the above recorded Plat, a distance of 77.811 feet to the point of beginning of the tract of land herein described, containing 14,122 square feet, more or less.

Together with easements for ingress to and egress from the above described land over and across the lands hereinafter described and for convenience referred to as Easement No. 8.

EASEMENT NO. 8

Beginning at the intersection of the northerly line of 96th Street, with the easterly line of Bal Bay Drive, as same is shown on a Plat entitled, "Residential Section of Bal Harbour", as recorded in Plat Book 44, at Page 98, of the Public Records of Dade County, Florida; run N. 85°-30'-17"E along the northerly line of said 96th Street, a distance of 102.469 feet to a point; thence run N. 4°-29'-43" W. along a line deflecting 90° to the left, a distance of 20 feet; thence run S. 85°-30'-17" W. along a line deflecting 90° to the left, along a line parallel to and 20 feet distant northerly from the northerly line of 96th Street, as shown on the above mentioned recorded plat, a distance of 77.811 feet to the Point of Curvature (PC) of a circular curve; thence run northwesterly along the arc of a circular curve deflecting to the right, having for its elements a central angle of 95°-22'-14.148", a radius of 20 feet, a distance of 33.291 feet to the point of Reverse Curvature (PRC)of said curve (chord of said curve having a bearing of N. 46°-48'-35.926" W. and a length of 29.578 feet) said point also being on the easterly line of Bal Bay Drive; thence run southwesterly along the arc of a circular curve deflecting to the right, having for its elements a central angle of 2°-11'-23.578", a radius of 1102.667 feet, a distance of 42.145 feet (chord of said curve having a bearing of S. 3°-06'-46.461" W., and a length of 42.142 feet) to the point of beginning of the tract of land herein described, containing 2132 square feet, more or less.

The Grantors reserve the right to dedicate or convey for road or highway purposes all, or any portion, of the above described lands over and across which easement is created, and as, if and when such dedication or conveyance is made the said easement shall be cancelled and become null and void as to such portion so dedicated or conveyed.

Subject to taxes for the year 1954 and subsequent years.

Subject also to building, use and zoning restrictions and easements of record.

AND the said Parties of the First Part do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Robert C. Graham, Bertha Hack Graham, Robert C. Graham, Jr., Jeanne H. Graham, Ziba F. Graham, Winifred H. Graham, Thomas E. Graham, Jeannette H. Graham and David B. Graham have heretunto set their hands and seals this the day and year first hereinabove written.

Signed, sealed and delivered in the presence of:

ROBERT C. GRAHAM & SONS, a partnership.
By each of the partners joined by their respective wives.

Catherine Reed — Robert C. Graham (SEAL)
Robert C. Graham

Lillian L. Rawlins — Bertha Hack Graham (SEAL)
(As to Robert C. Graham and Bertha Hack Graham)
Bertha Hack Graham

Rosemary Hart — Robert C. Graham, Jr. (SEAL)
Robert C. Graham, Jr.

Dora Schelle — Jeanne H. Graham (SEAL)
(As to Robert C. Graham, Jr. and Jeanne H. Graham)
Jeanne H. Graham

Rosemary Hart — Ziba F. Graham (SEAL)
Ziba F. Graham

Dora Schelle — Winifred H. Graham (SEAL)
(As to Ziba F. Graham and Winifred H. Graham)
Winifred H. Graham

Rosemary Hart — Thomas E. Graham (SEAL)
Thomas E. Graham

Dora Schelle — Jeannette H. Graham (SEAL)
(As to Thomas E. Graham and Jeannette H. Graham)
Jeannette H. Graham

Margaret Stegall — David B. Graham (SEAL)
David B. Graham

Lillian L. Rawlins
(As to David B. Graham)

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROBERT C. GRAHAM and BERTHA HACK GRAHAM, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami Beach, said County and State, this 29th day of December, A. D. 1953.

LILLIAN L. RAWLINS NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Lillian L. Rawlins
Notary Public, State of Florida at Large

My commission expires: Nov. 1st, 1955

STATE OF INDIANA)
COUNTY OF DAVIESS)

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, ROBERT C. GRAHAM, JR. and JEANNE H. GRAHAM, his wife, ZIBA F. GRAHAM and WINIFRED H. GRAHAM, his wife, and THOMAS E. GRAHAM and JEANNETTE H. GRAHAM, his wife, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at WASHINGTON, said county and state, this 2ND day of JANUARY, A. D. 1954.

NOTARY PUBLIC SEAL INDIANA

Dora Scheller
Notary Public,

My commission expires: Dec. 17-1956

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DAVID B. GRAHAM, a single man, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Miami Beach, said County and State, this 4th day of January, A. D. 1954.

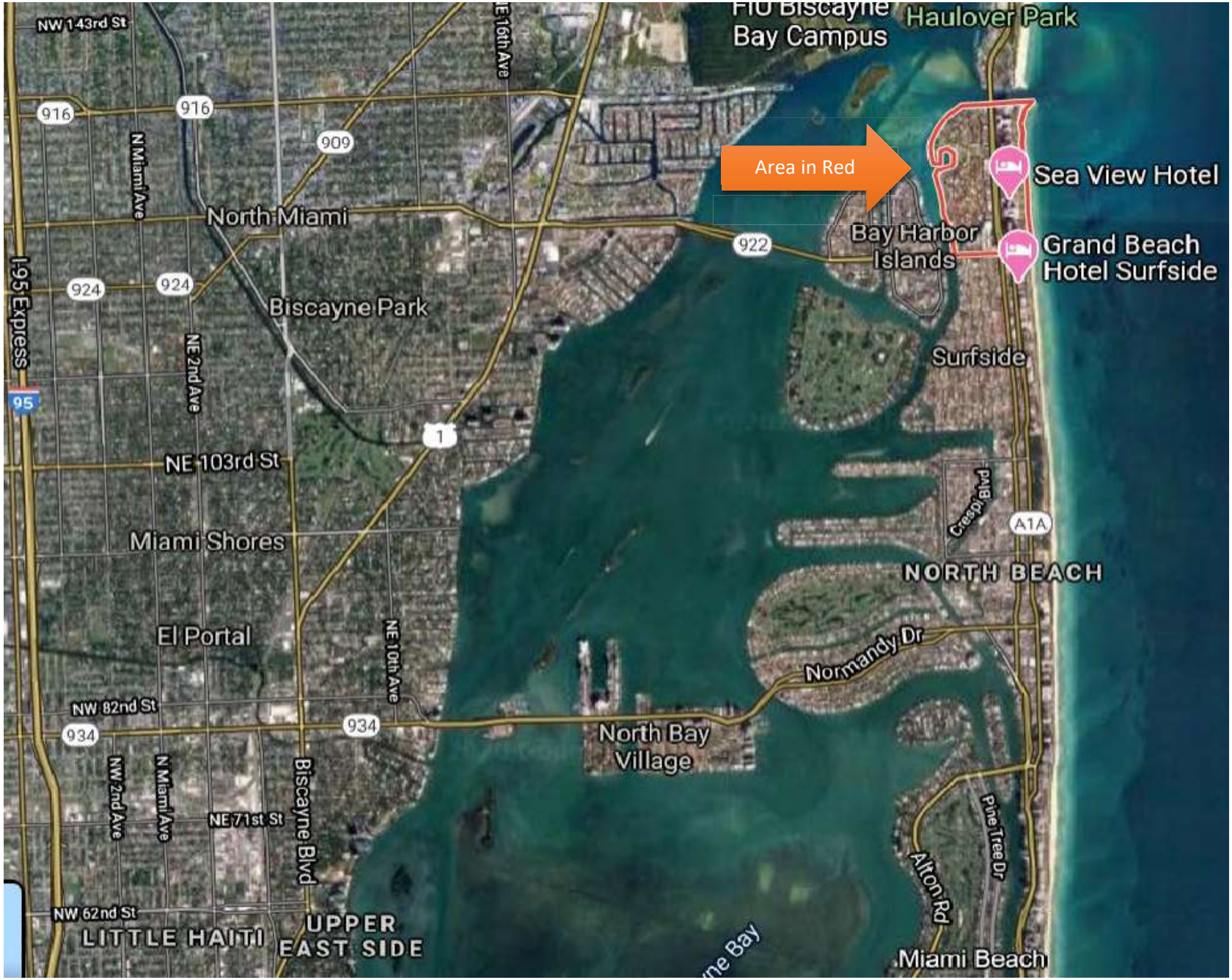
LILLIAN L. RAWLINS NOTARY PUBLIC STATE OF FLORIDA AT LARGE

Lillian L. Rawlins
Notary Public, State of Florida at Large

My commission expires: Nov. 1st, 1955

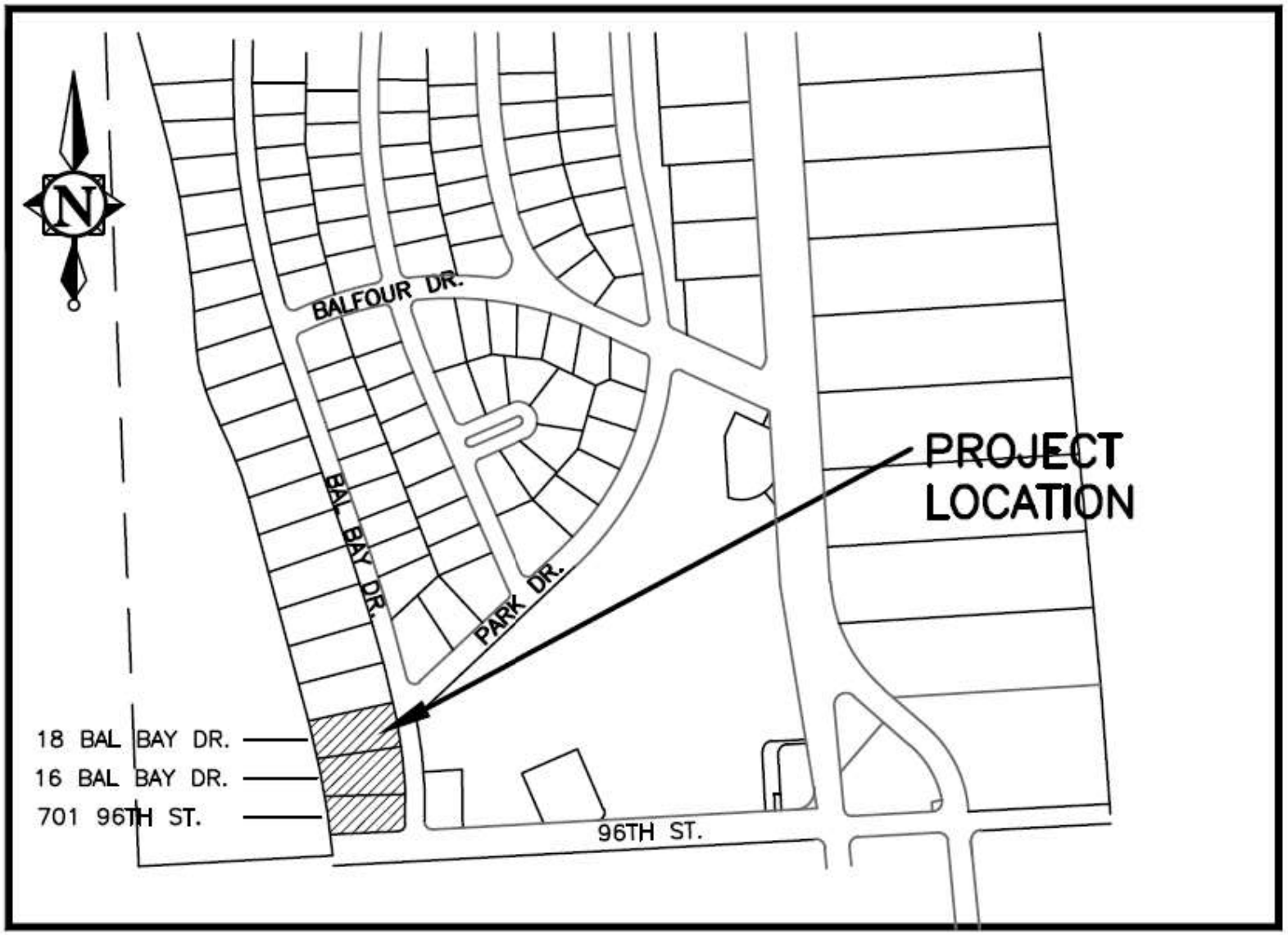
State of Florida, County of Dade.
This instrument was filed for record the 8 day of Mar
1954 at 10:53 A. M. and duly recorded in Deed
Book 3889 on Page 285 File No. DD 28948
E. B. LEATHERMAN
Clerk Circuit Court
By J. R. Metcalf D.C.

Village Location Map



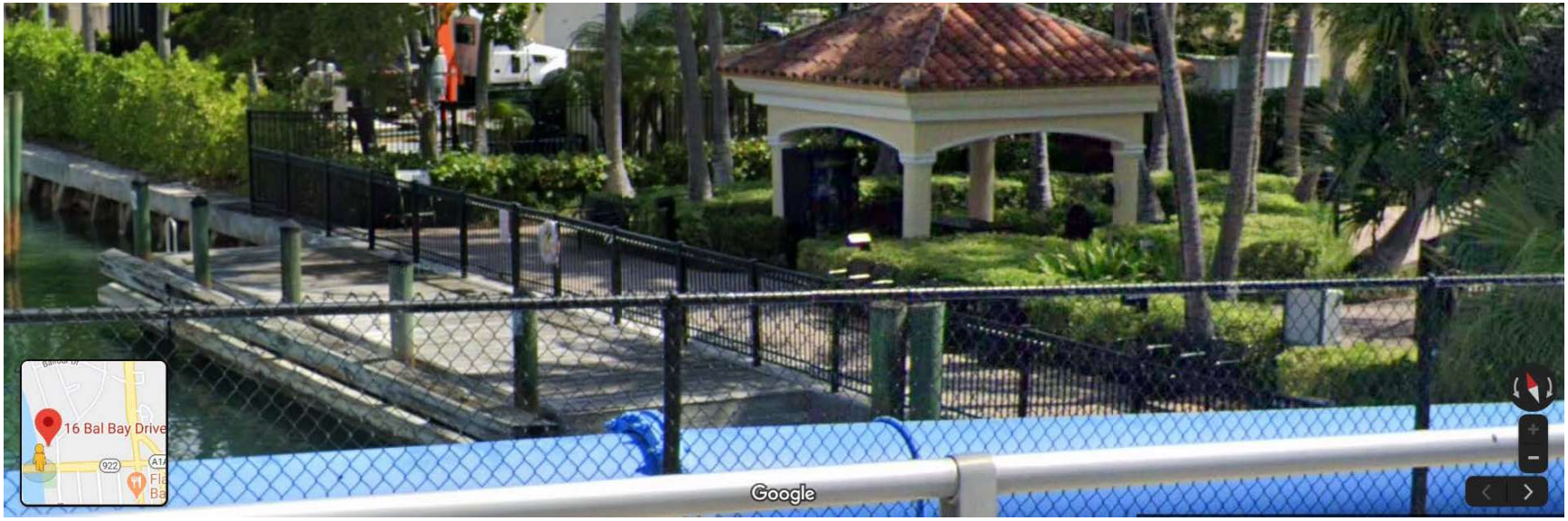
Project Boundary Map

SCALE: N.T.S.

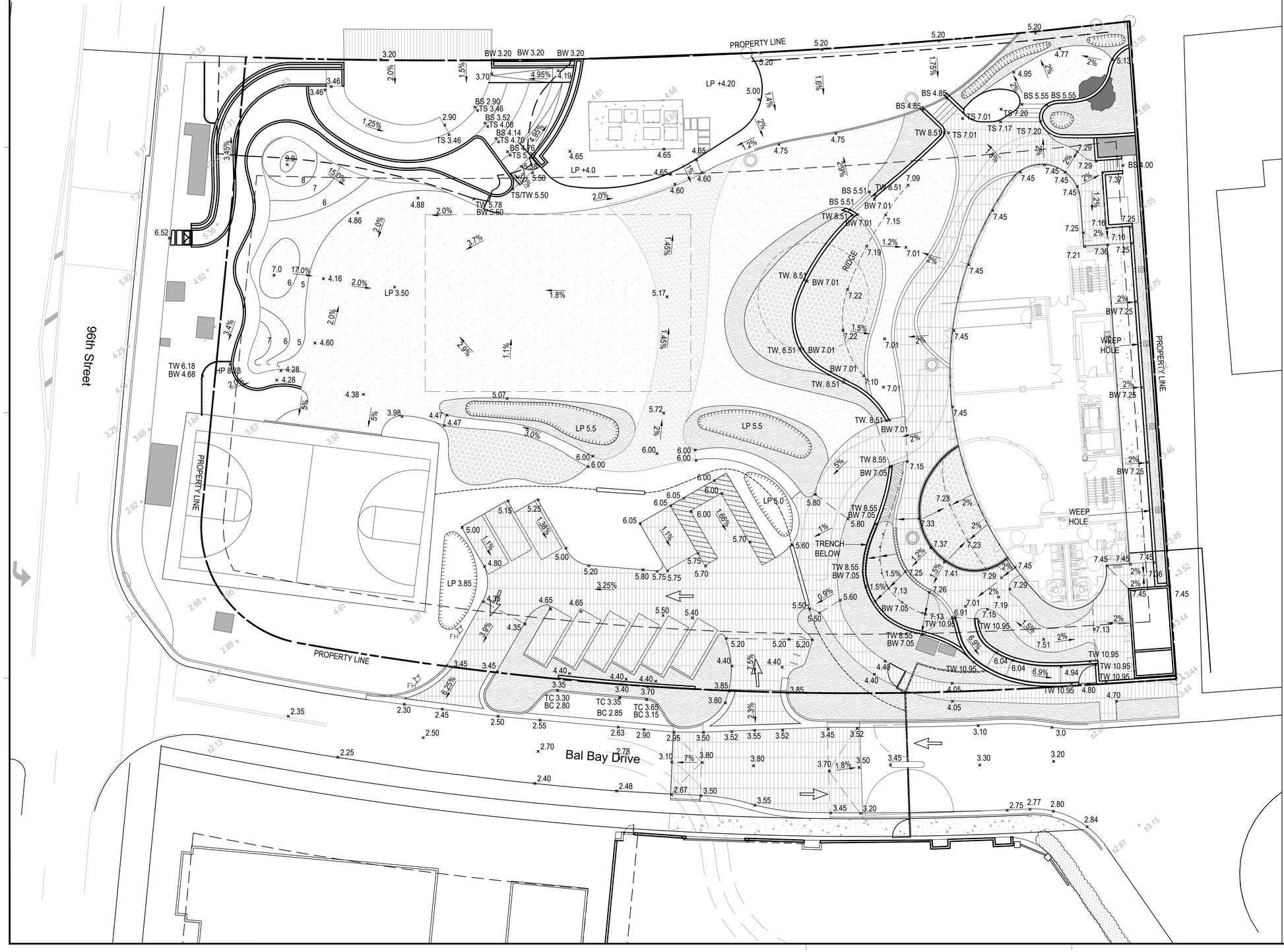


Current View of Project Area





Clear & Detailed Site Development Plan Map



LEGEND

PROPERTY LINE

LIMIT OF WORK

SEA WALL BELOW

GRADING LEGEND:

SRA 00.00 — SHALLOW RETENTION AREA

DIRECTION OF SLOPE

× 0.00 — EXISTING SPOT ELEVATION PER SURVEY

+ (00.00) NGVD PROPOSED SPOT
00.00 NAVD ELEVATION

HP	HIGH POINT
LP	LOW POINT
TC	TOP OF CURB
BC	BOTTOM OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
WL	WATER LEVEL
TS	TOP OF STAIRS
BS	BOTTOM OF STAIRS

PROPOSED

PLANTNG

WATER

DRAIN

SLOT DRAIN

TRENCH

AREA DRAIN

0 8' 16' 32'

SCALE: 1/16" = 1'- 0"

SCHEMATIC DESIGN 100% REVISED

Structural Engineer
DOUGLAS WOOD ASSOCIATES, INC.
5040 NW 7th Street Suite 820
Miami, Fl 33126
(305) 858 6777

MEP Engineer
RESTEKC
66 PLAZA - 18191 NW 68th Avenue, Suite 225 Miami Lakes, Fl 33015
(786) 803 8689

Civil Engineer
SSA-SCHWEBKE SHISKIN ASSOCIATES
3240 Corporate Way
Miramar, Fl 33025
(954) 435 7010

Landscape Architecture
RAYMOND JUNGLES
2964 Aviation Avenue
Miami, Fl 33133
(305) 858 6777

Architect
ZYSCOVICH ARCHITECTS
100 N Biscayne Blvd . 27th Fl
Miami . FL 33132-2304
t 305.372.3322
f 305.577.4321
e info@zyscovich.com
w www.zyscovich.com

Project
VILLAGE PARK
Bal Harbour, Fl 33154

Seal
BERNARD ZYSCOVICH

Reg. No. RA-7410

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Revised:

1 Revision 1

GRADING PLAN

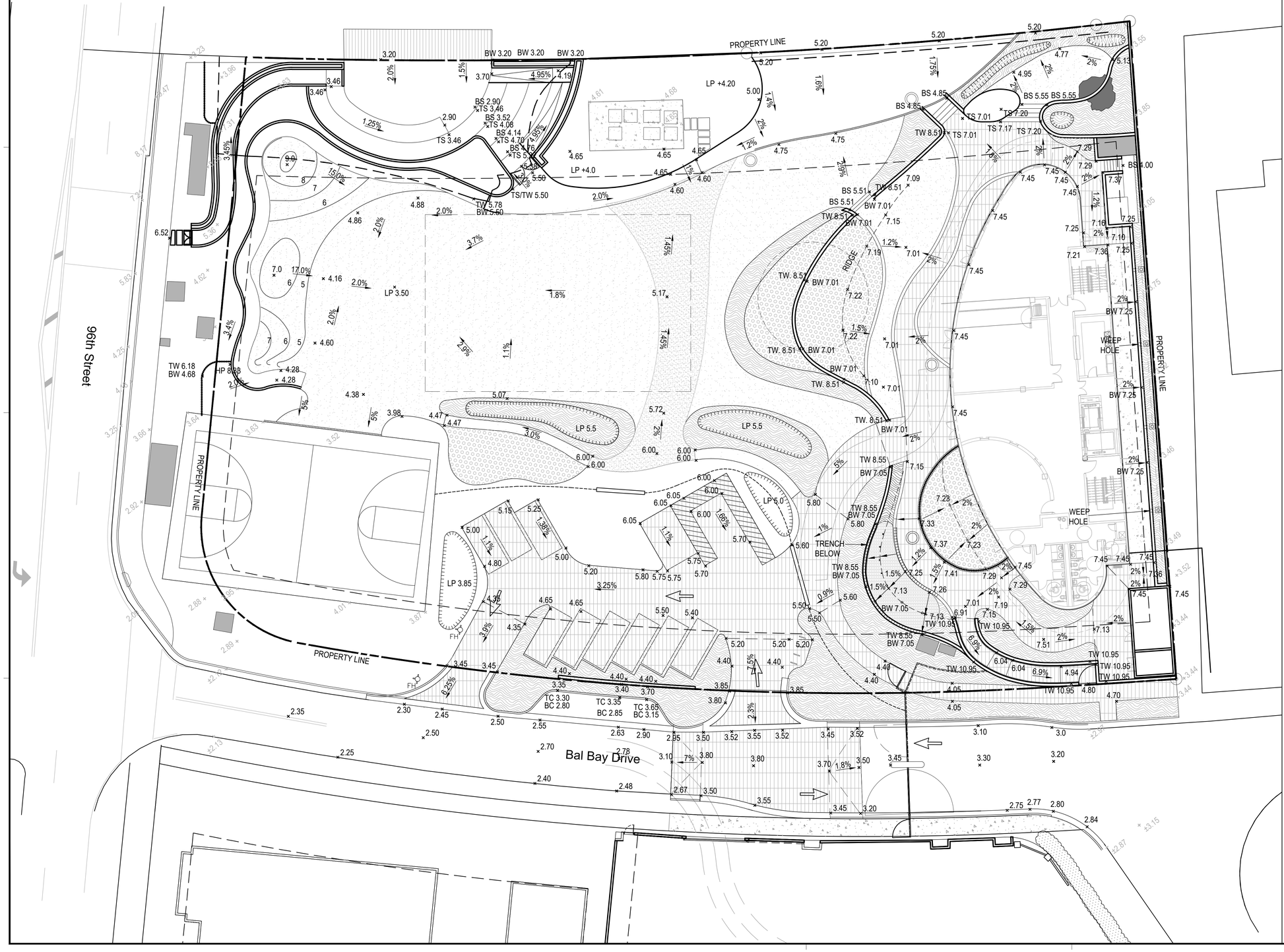
1958VWPC	12/13/19

LH.200

Jorge Champin S:\PROJECTS\18088_Bal Harbour Village Park\20 DESIGN\24 WORKING\CAD\Sheets\18088_03_LH.200_Grading Plan_GCH.dwg
2020/03/24

Clear & Detailed Site Development Plan Map

EXHIBIT B



LEGEND

PROPERTY LINE

LIMIT OF WORK

SEA WALL BELOW

GRADING LEGEND:

SRA 00.00 — SHALLOW RETENTION AREA

DIRECTION OF SLOPE

× 0.00 — EXISTING SPOT ELEVATION PER SURVEY

+ (00.00) NGVD PROPOSED SPOT
00.00 NAVD ELEVATION

HP	HIGH POINT
LP	LOW POINT
TC	TOP OF CURB
BC	BOTTOM OF CURB
TW	TOP OF WALL
BW	BOTTOM OF WALL
WL	WATER LEVEL
TS	TOP OF STAIRS
BS	BOTTOM OF STAIRS

PROPOSED

PLANTNG

WATER

DRAIN

SLOT DRAIN

TRENCH

AREA DRAIN

0 8' 16' 32'

SCALE: 1/16" = 1'- 0"

SCHEMATIC DESIGN 100% REVISED

Structural Engineer
DOUGLAS WOOD ASSOCIATES, INC.
5040 NW 7th Street Suite 820
Miami, Fl 33126
(646) 658 6777

MEP Engineer
RESTEKC
66 PLAZA - 18191 NW 68th Avenue, Suite 225 Miami Lakes, Fl 33015
(786) 803 8689

Civil Engineer
SSA-SCHWEBKE SHISKIN ASSOCIATES
3240 Corporate Way
Miramar , Fl 33025
(954) 435 7010

Landscape Architecture
RAYMOND JUNGLES
2964 Aviation Avenue
Miami, Fl 33133
(305) 858 6777

Architect
ZYSCOVICH ARCHITECTS
100 N Biscayne Blvd . 27th Fl | Miami , FL 33132-2304
t 305.372.3322 | f 305.577.4321
e info@zyscovich.com | w www.zyscovich.com

Project
VILLAGE PARK
Bal Harbour, Fl 33154

Seal
BERNARD ZYSCOVICH
Reg. No. RA-7410

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Revised:
1 Revision 1

GRADING PLAN

1958VWPC | 12/13/19

LH.200

Jorge Champin S:\PROJECTS\18088_Bal Harbour Village Park\20 DESIGN\24 WORKING\CAD\Sheets\18088_03_LH.200_Grading Plan_GCH.dwg
2020/03/24


ZYSCOVICH
ARCHITECTS

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 IN BAL HARBOUR VILLAGE FOR THE PURPOSE OF ELECTING TWO VILLAGE COUNCILMEMBERS (DISTRICTS 2 AND 4); PROVIDING FOR CONDUCT OF SAID ELECTIONS BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT.

Issue:

The Village Council shall call for the General Municipal Election and Candidate Qualifying Period.

Bal Harbour Experience:

□ Beautiful Environment	□ Safety	□ Modernized Public Facilities + Infrastructure
□ Destination & Amenities	□ Exclusivity & Access	□ Resiliency + Sustainable Community
☑ Other		

Item Summary/Recommendation:

It is recommended the Village Council Approve the Resolution calling for a Bal Harbour General Municipal Election for Village Council Districts 2 and 4, to be scheduled on Tuesday, November 3, 2020; sets the Candidate Qualifying period for said election to begin Monday, August 10, 2020 and end on Friday August 14, 2020; and provides for public notice in accordance with the provisions of Section 100.021, Florida Statutes, and Section 8-7 of the Code of Bal Harbour Village.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
1	$3,800	01-02-02-Election Expense	01-12-504930

Sign Off:

Village Clerk	Chief Financial Officer	Village Manager
Dwight S. Danie	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 21, 2020

SUBJECT: **A RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 IN BAL HARBOUR VILLAGE FOR THE PURPOSE OF ELECTING TWO VILLAGE COUNCILMEMBERS (DISTRICTS 2 and 4); PROVIDING THAT MIAMI-DADE COUNTY ELECTIONS DEPARTMENT SHALL CONDUCT SAID ELECTIONS; PROVIDING THAT THE VOTING PRECINCT FOR SAID ELECTIONS SHALL BE ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE FORMS OF BALLOT AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The Charter of Bal Harbour Village, Florida calls for a General Municipal Election to be held in Bal Harbour Village, on November 3, 2020 from 7:00 a.m. to 7:00 p.m. for the purpose of electing two (2) members of the Village Council, in Districts 2 and 4 respectively.

ANALYSIS

This Resolution calls for the Bal Harbour General Municipal Election for Village Council Districts 2 and 4, to be scheduled on Tuesday, November 3, 2020; sets the Candidate Qualifying period for said election to begin Monday, August 10, 2020 and end on Friday August 14, 2020; and provides for public notice in accordance with the provisions of Section 100.021, Florida Statutes, and Section 8-7 of the Code of Bal Harbour Village.

THE BAL HARBOUR EXPERIENCE

This election is in accordance with Section 14 of the Village Charter, Ordinance 2010-545 by express authority of Florida Statutes Sections 100.3605(2) and 200.021, and Section 8 of the Bal Harbour Village Code. This item is mandated by the Village Charter.

CONCLUSION

Funds for this election will be included in the FY 2020/21 Operating Budget. Approval to expend these funds in the manner described above is recommended. Costs for Early Voting, scheduled for October 24-31,2020, are covered by Miami-Dade County as part of the County/State/Federal General Election.

AGENDA ITEM _____

RESOLUTION NO. 2020-_____

A RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 3, 2020 IN BAL HARBOUR VILLAGE FOR THE PURPOSE OF ELECTING TWO VILLAGE COUNCILMEMBERS (DISTRICTS 2 and 4); PROVIDING THAT MIAMI-DADE COUNTY ELECTIONS DEPARTMENT SHALL CONDUCT SAID ELECTIONS; PROVIDING THAT THE VOTING PRECINCT FOR SAID ELECTIONS SHALL BE ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE FORMS OF BALLOT AND REGISTRATION OF VOTERS IN ACCORDANCE WITH STATE LAW; PROVIDING FOR PAYMENT FOR CONDUCTING ELECTIONS TO MIAMI-DADE COUNTY.

BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF BAL HARBOUR VILLAGE:

SECTION 1 In accordance with provisions of the Charter of Bal Harbour Village, Florida, a General Municipal Election is hereby called and directed to be held in Bal Harbour Village, Florida, from 7:00 a.m. to 7:00 p.m. on November 3, 2020 for the purpose of electing two (2) members of the Village Council, in Districts 2 and 4 respectively, each of whom shall hold office for the terms as provided by law.

SECTION 2 That the appropriate and proper Miami-Dade County election officials shall conduct the said General Election hereby called, with acceptance of the certification of the results of said elections to be performed by the Village. The official returns shall be furnished to the Village Clerk of Bal Harbour Village as soon as the ballots have been tabulated.

SECTION 3 That the said voting precinct in the Village of said General Municipal Election shall be as established by the proper and appropriate Miami-Dade County Election Officials. All electors shall vote at the polling place and the voting precinct as determined by the Miami-Dade County Election Officials.

SECTION 4 That the said candidate qualifying period for the General Municipal Election shall be conducted beginning on Monday, August 10, 2020 and ending on Friday, August 14, 2020.

SECTION 5 Bal Harbour Village shall have notice published, two times in a newspaper of general circulation 30 days prior to the beginning of candidate qualifying. Such publication shall be made in accordance with the provisions of Section 100.342 of the Florida Statutes and Section 8.7 of the Bal Harbour Village Code.

SECTION 6 The Notice of Elections shall be substantially in the following form:

BAL HARBOUR VILLAGE, FLORIDA
NOTICE OF GENERAL ELECTION

NOTICE IS HEREBY GIVEN THAT A GENERAL ELECTION HAS BEEN CALLED BY THE MAYOR AND VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AND WILL BE HELD IN SAID VILLAGE FROM 7:00 A.M. UNTIL 7:00 P.M. ON THE 3RD DAY OF NOVEMBER, 2020, FOR THE PURPOSE OF ELECTING TWO (2) COUNCILMEMBERS IN DISTRICTS 2 AND 4, RESPECTIVELY, EACH OF WHOM SHALL HOLD OFFICE FOR THE TERMS AS PROVIDED BY LAW.

Said Notice shall further set forth the polling place in the election precinct as established in accordance with Section 3 hereof, and shall further set forth pertinent information regarding eligibility of electors to participate in said election.

SECTION 7 That the official ballot to be used in the General Election to be held on November 3, 2020, hereby called, shall be in substantially the following form, to-wit:

"OFFICIAL BALLOT"
GENERAL ELECTION FOR
ELECTING THE TWO (2) COUNCILMEMBERS
DISTRICTS 2 and 4 OF
BAL HARBOUR VILLAGE, FLORIDA
ON NOVEMBER 3, 2020

FOR VILLAGE COUNCILMEMBER DISTRICT 2
(insert names)
Vote for one (1) only:

_____ _____

_____ _____

_____ _____

FOR VILLAGE COUNCILMEMBER DISTRICT 4
(insert names)
Vote for one (1) only:

_____ _____

_____ _____

_____ _____

SECTION 8 The Village Clerk shall prepare the ballots for the General Election so that the names of qualified candidates will appear on said ballots in alphabetical order according to surname; provided, however, the form of the ballots to be used in said Elections and their preparation shall be in compliance with all statutory requirements relating to the use of mechanical or other approved voting machines or devices.

SECTION 9 Registration of persons desiring to vote in the General shall be in accordance with the general law of the State of Florida governing voter ·registration. Qualified persons may obtain registration forms to vote at the Office of the Village Clerk, Village Hall 655 96th Street, Bal Harbour, Florida 33154, during normal business hours, and at such other voter registration centers and during such times as may be provided by the Supervisor of Elections of Miami-Dade County. The Miami-Dade County Supervisor of Elections will register voters for the General Election until 5:00 p.m. on Tuesday, October 5, 2020. All persons eligible to vote at the Elections must be registered before the times and dates set forth herein or have registered previously, as provided by law. Each person desiring to become a registered voter shall be responsible for properly filling out the registration form and returning it to the Miami-Dade County Elections Office. All questions concerning voter registration should be directed to the Miami-Dade County Elections Office, 2700 N.W. 8th Avenue, Doral, Florida 33172; Telephone: (305) 499-VOTE (8683).

SECTION 10 That the absentee voters participating in said General Election shall be entitled to cast their ballots in accordance with the provisions of the Laws of the State of Florida with respect to absentee voting.

SECTION 11 That Bal Harbour Village shall pay Miami-Dade County for all expenses for conducting this General Election, including directly paying all persons or

firms, upon receipt of invoice or statement approved by the Supervisor of Elections of Miami-Dade County, Florida.

SECTION 12 If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED this 21st day of April, 2020.

_____
Mayor Gabriel Groisman

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Cole & Bierman

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES, BY AMENDING SECTION 21-268 "ADDITIONAL STANDARDS FOR GRANDFATHERED APARTMENT-HOTEL PROJECTS" TO PERMIT PORTE-COCHERES IN THE RM-5 DISTRICT.

Issue:

Should the Village Council approve this Ordinance allowing Porte-Cocheres for Grandfathered Apartment-Hotels in the RM-5 Zoning District?

Bal Harbour Experience:

x Beautiful Environment	□ Safety	□ Modernized Public Facilities + Infrastructure
x Destination & Amenities	□ Exclusivity & Access	□ Resiliency + Sustainable Community

Item Summary/Recommendation:

Beach House Bal Harbour (BHBH) proposes to re-develop and enhance the property located at 10250 Collins Avenue, consistent with the improvements and aesthetics of the property located at 291 Bal Bay Drive. The existing building at 10250 Collins Avenue is situated 50'-2" from the front property line, but there are currently no allowable encroachments in the RM-5 district. This is the only grandfathered apartment hotel use in the Village, and it is governed by special provisions of the RM-5 zoning district. BHBH is requesting that the Village Council amend Division 9, "RM-5 Multiple Family Residential District," Section 21-267, "Setbacks" of the Village Zoning code with language similar to that provided in the Ocean Front (OF) District for Porte-Cocheres.

At the February 25, 2020 Council meeting, the Owner made a proposal different than the previously proposed cantilevered Porte-Cochere without columns option. Subsequently, the Village Planner and Village Attorney determined that what the Owner had proposed is not allowed. The Owner is converting an existing building, and the building façade is already at the building setback line established by the plat. No columns are allowed beyond the building setback line. The proposed option now is an attractive Porte-Cochere, without columns, that blends well with the architecture of the buildings and is not intrusive to the surrounding area. Given the location of the building, along the base of the Herman Fultz Bridge, allowing such an element will not be out of scale or unwarranted.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS ORDINANCE.

Advisory Board Recommendation:

Local Planning Agency (LPA)

Sign Off:

Building Official		Village Manager
Grace M Escalante		Jorge M. Gonzalez

APRIL 21, 2020 **AGENDA ITEM _____**

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 21, 2020

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES, BY AMENDING SECTION 21-268 "ADDITIONAL STANDARDS FOR GRANDFATHERED APARTMENT-HOTEL PROJECTS" TO PERMIT PORTE-COCHERES IN THE RM-5 ZONING DISTRICT TO ENCROACH AND PROJECT INTO THE FRONT SETBACK IF IT MEETS CERTAIN CRITERIA; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

The Administration recommends the adoption of the Ordinance allowing relief to Beach Haus Bal Harbour LLC (BHBH), who desires to construct a Porte-Cochere in the RM-5 Grandfathered Apartment Hotel building front setback.

This ordinance will be submitted for Local Planning Agency (LPA) recommendation and first reading at the Council meeting on April 21, 2020.

BACKGROUND

In July 2017, BHBH purchased the three buildings formerly owned by Bal Harbour Quarzo (Quarzo) located at 290 Bal Bay Drive (current hotel); 291 Bal Bay Drive (current vacant building under construction); and 10250 Collins Avenue (current occupied rental property). BHBH's development plan continues to focus on the redevelopment and conversion of all three buildings into the "Beach Haus Bal Harbour," a contemporary apartment-hotel building operated for short-term vacation rentals. The property will be a limited-services apartment-hotel that features a family-friendly environment and several new and enhanced amenities. This is the only grandfathered apartment hotel use in the Village, and it is governed by special provisions of the RM-5 zoning district.

In October 2017 and November 2018, the Village Council approved certain amendments to the Village Code of Ordinances in order for the proposed development to move forward. Construction Permit Applications were submitted shortly thereafter on December 22, 2017 and a Phase One permit for the demolition of the windows and doors was issued on February 13, 2018. The Phase Two permit for the interior remodeling was also applied for on December 22, 2017; however, the plans were recently approved by Miami-Dade County. The Phase Two permit has been in "ready to issue" status as of January 6, 2020.

The permit review for Phase Two coincided with the legal challenge filed against BHBH, which has now been resolved. A Resolution amending the Compliance Agreement between the Village and BHBH was submitted to Village Council at the February 25, 2020 Council meeting and subsequently approved.

After resolving pending bankruptcy proceedings, which greatly delayed the project, the Owner has indicated a readiness to proceed with the construction and the remaining buildings. The Owner has requested that the Village consider a request to permit a Porte-Cochere along the entrance of Building 3 of the project located at 10250 Collins Avenue. The Owner has indicated that incorporating this architectural feature will enhance the visitor's experience, especially during the "check-in" and "check-out" process. At the February 25, 2020 Council meeting, the Owner made a proposal different than the previously proposed cantilevered porte-cochere without columns option. Subsequently, the Village Planner, Michael Miller, and Village Attorney, Susan Trevarthen, determined that what the Owner had proposed is not allowed. The Owner is converting an existing building, and the building façade is already at the building setback line established by the plat. No columns are allowed beyond the building setback line. The proposed renderings show a single, attractive Porte-Cochere, without columns, that blends well with the architecture of the buildings and is not intrusive to the surrounding area. Given the location of the building, along the base of the Herman Fultz Bridge, allowing such an element will not be out of scale or unwarranted.

ANALYSIS

Porte-Cochere for Grandfathered Apartment-hotels in RM-5 Zoning District

BHBH proposes to re-develop and enhance the property located at 10250 Collins Avenue, consistent with the improvements and aesthetics of the property located at 291 Bal Bay Drive. The existing building at 10250 Collins Avenue is situated 50'-2" from the front property line, but there are currently no allowable encroachments in the RM-5 district. BHBH is requesting that the Village Council amend Division 9, "RM-5 Multiple Family Residential District," Section 21-267, "Setbacks" of the Village Zoning code with language similar to that provided in the Ocean Front (OF) District regarding Porte-Cocheres.

Section 21-267, "Setbacks" states:

> *No Building or any part thereof, except a second and third story balcony overhang of four feet, may be erected in the RM-5 Multiple Family Residential District nearer to the front line, which is Bal Harbour Boulevard, than 50 feet, or as otherwise shown on the recorded plats of the Residential Section of Bal Harbour, and Resubdivision of Lot 21, Block 12 and Tract F of the Residential Section of Bal Harbour, or nearer to the side lines than 25 feet, or nearer to the rear lines than 50 feet, except that one-story garages and/or Servants' Quarters may be erected within the rear 30 feet of the Lot, but not nearer than five feet to the side or rear lines. All lots in the RM-5 Multiple Family*

Residential District except Lots 1 to 3, inclusive, Block 12A, shall be regarded as fronting on Bal Harbour Boulevard. Lots 1 to 3, inclusive, Block 12A, shall be regarded as fronting on Baker's Haulover Inlet.

Section 21-268, "Additional standards for grandfathered apartment-hotel projects" states:

(a) Minimum landscaped open space. There shall be a minimum of 20 percent landscaped open space per project.

(b) Management. At least one management representative shall be working at the project to serve the needs of hotel guests 24 hours a day, seven days a week.

(c) Security. Security shall be provided in accordance with a written security plan, as approved by the Village Manager or designee.

(d) Accessory uses in rear setback. Structures erected in the rear 30 feet of the Lot, not nearer than five feet to the side or rear lines, may be used for one-story garages and facilities for the exclusive use of guests of grandfathered apartment hotel projects. Guest facilities may include business centers, fitness facilities, gyms, meeting rooms, spas or other similar uses approved by the Village Manager or designee or spa and fitness facilities.

The language in Section 21-291, "Setbacks" in the Oceanfront District as it pertains to Porte-Cocheres reads as follows:

f. No Buildings or Structures of any kind shall be erected or constructed within the front Setback area, except as follows:

(i) A Porte-Cochere may be constructed in the front Setback area so long as it is cantilevered, and does not exceed a length along the front entrance in reasonable proportion to the entrance, and projects no more than 20 feet into the front Setback area. Notwithstanding the above, for Buildings that are located as of May 1, 2002 in the front Setback area, the Porte-Cochere may project no more than 20 feet from the face of the existing tower Structure area. Such Porte-Cochere must be reviewed by the Architectural Review Board.

As requested by BHBH, the Village Administration proposes that the Village Council consider the following code amendment:

Sec. 21-268. - Additional standards for grandfathered apartment-hotel projects.

e. Front setback area. No buildings or structures of any kind shall be erected or constructed within the front setback area, except as follows:

A Porte-Cochere may be constructed in the front Setback area so long as it is cantilevered, and does not exceed a length along the front entrance in reasonable proportion to the entrance, and projects no more than 20 feet into the front Setback area from the face of the existing building. Such Porte-Cochere must be approved by a certificate of appropriateness issued by the Architectural Review Board.

See attached sketches of the 10250 Collins Ave existing building and the proposed Porte-Cochere encroaching in the front setback as well as the rendering of the Porte-Cochere.

THE BAL HARBOUR EXPERIENCE

By amending the Village Ordinance to allow Porte-Cocheres in the front setbacks of grandfathered Apartment Hotels in the RM-5 district of the Village, the Village will be promoting safety. Additionally, it would allow the developer to add to the beautification of the surrounding neighborhood and inventory of luxury facilities that contribute towards the Village's "Destination and Amenities" vision.

CONCLUSION

The Administration recommends the adoption of the Ordinance to permit additional standards for grandfathered apartment-hotel projects for the construction of porte-cocheres in the RM-5 Zoning District to encroach and project into the front setback**.**

Attachments/Exhibits:

1. Beach Haus Bal Harbour Proposed Porte-Cochere Sketches

ORDINANCE NO. 2020-____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 21 "ZONING" OF THE CODE OF ORDINANCES, BY AMENDING SECTION 21-268 "ADDITIONAL STANDARDS FOR GRANDFATHERED APARTMENT-HOTEL PROJECTS" TO PERMIT PORTE-COCHERES IN THE RM-5 ZONING DISTRICT TO ENCROACH AND PROJECT INTO THE FRONT SETBACK IF IT MEETS CERTAIN CRITERIA; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, Section 21-267 of the Bal Harbour Village Code of Ordinances (the "Code"), addresses setback encroachments in the RM-5 Multiple Family Residential Zoning District; and

WHEREAS, Section 21-268 of the Code provides for additional standards for grandfathered apartment-hotel projects; and

WHEREAS, the Village Council of Bal Harbour Village ("Village") desires to address limited porte-cochere encroachments into front Setbacks in the RM-5 Zoning District for grandfathered apartment-hotel projects; and

WHEREAS, the Village Council finds that allowance of such porte-cochere encroachments and projections in the RM-5 Zoning District will not be incompatible with surrounding uses and will create an architectural opportunity for creative design approaches; and

WHEREAS, the Village Council, sitting as the Local Planning Agency, has reviewed this Ordinance at a duly noticed hearing on _____, 2020, and recommended approval; and

WHEREAS, the Village Council conducted a first and second reading of this Ordinance at duly noticed public hearings, as required by law, and after having received input from and participation by interested members of the public and staff, the Village Council has determined that this Ordinance is consistent with the Village's Comprehensive Plan and in the best interest of the public health, safety and welfare.

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

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

Section 2. **Village Code Amended.** That Chapter 21 "Zoning," is hereby amended to read as follows: [1]

CHAPTER 21. ZONING

* * *

ARTICLE III. - DISTRICT REGULATIONS

* * *

DIVISION 9. - RM-5 MULTIPLE FAMILY RESIDENTIAL DISTRICT

* * *

Sec. 21-268. - Additional standards for grandfathered apartment-hotel projects.

e. Front setback area. No buildings or structures of any kind shall be erected or constructed within the front setback area, except as follows:

A Porte-Cochere may be constructed in the front Setback area so long as it is cantilevered, and does not exceed a length along the front entrance in reasonable proportion to the entrance, and projects no more than 20 feet into the front Setback area from the face of the existing building. Such Porte-Cochere must be approved by a certificate of appropriateness issued by the Architectural Review Board.

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

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

Village Code; that the sections of this Ordinance may be renumbered or relettered to accomplish such intention; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

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

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

PASSED AND ADOPTED on first reading this 21st day of April, 2020.

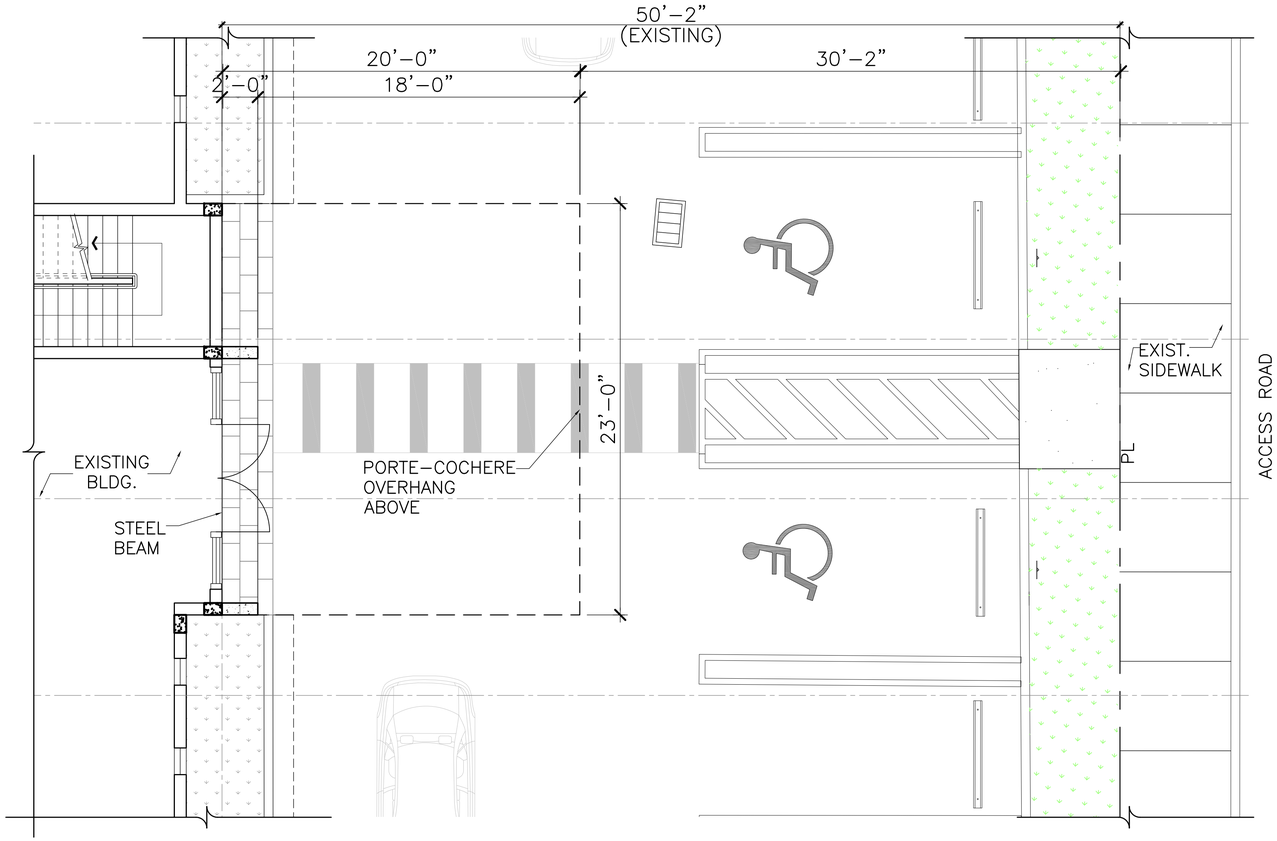
PASSED AND ADOPTED on second reading this __th day of _____, 2020.

_____
Mayor Gabriel Groisman

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

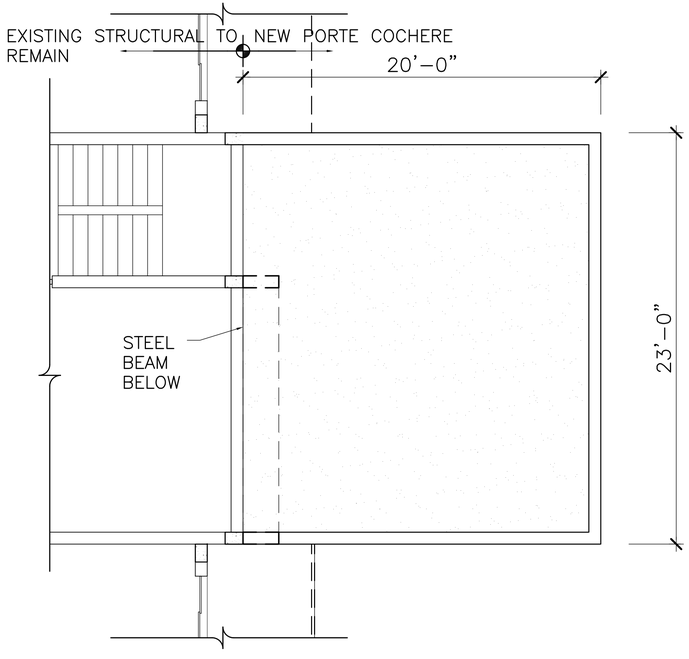
_____
Weiss Serota Helfman Cole & Bierman, P.L.
Village Attorney



01 Partial Ground Level Plan
SCALE: 1/4"=1'–0"



04 Porte Cochere Section
SCALE: NTS



02 Partial Roof Plan
SCALE: 1/4"=1'–0"

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AA#26001777

project info :

Beach Haus Bal Harbour Renovation
10250 Collins Avenue
Bal Harbour, Florida 33154

seal :

ROBERT K. MORISETTE, AIA, NCARB, LEED AP BD+C, CDP
FLORIDA REGISTERED ARCHITECT # AR 93259

revisions :

drawing data :

ENLARGED PORTE-COCHERE PLANS

project number :	
#17153	
drawn by :	**proj. manager :**
YA/PA/LG/DL	AP
drawing scale :	**drawing date :**
As Shown	01/31/2019
phase :	
Permit Set	
sheet number :	
A2.00	

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2019-20 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the resolution amending the FY 2019-20?

Bal Harbour Experience:

□ Beautiful Environment	□ Safety	X Modernized Public Facilities + Infrastructure
□ Destination & Amenities	□ Exclusivity & Access	□ Other

Item Summary/Recommendation:

FY 2019 ended with a surplus revenue over expenditure in the General Fund $5,873,000 and in the Resort Tax Fund $1,422,000. The Utility Fund ended with excess expenditures over revenue of $2,745,000.

The action before you today is to reserve, carryforward and program $4,516,784 of the surplus in the General Fund for ongoing projects within the FY2019-20 Budget and to allocate an additional $1,355,798 to the Capital Projects Reserve. In addition, to carryforward and program $1,775,398 of the Surplus in the Utility Fund for ongoing projects within the FY2019-20 Budget.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
1			

Sign Off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 21, 2020

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR 2019-20 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended the Village Council Approve the Resolution.

BACKGROUND

The annual budget serves as the foundation for the Village's financial planning and control. Departmental allocations are based on long range planning efforts in support of the Village's Operating and 5 Year Capital Budget by building on the foundation, we established together in the last several years and further cultivating the Bal Harbour experience. Village departments submit requests for appropriation to the Chief Financial Officer, these are incorporated with fixed annual inflationary costs to produce the preliminary base budget, prior to the presentation and setting of the preliminary millage by the Village Council in July of each year. The base budget is developed in collaboration with directors, these requests are used to assist the Village Manager in developing Proposed Budget which may depending on current year resources and resource allocation priorities, may include enhancements to current service levels or capital allocations. The Council is required to hold two public hearing on the Proposed Budget and to enact an Approved Budget as prescribed by the State of Florida mandated process by the new fiscal year in October. The annual budget process commences at mid-year with the refining of current year projections, and carryforward requests.

The Village maintains budgetary controls for all of its funds except fiduciary and agency funds. The objective of these controls is to ensure compliance with legal provisions embodied in the annual budget adopted by the Village Council. Activities of the various funds are included in the annual budget and are maintained at the department/fund level. Staff at all levels are tasked with managing their budgets to ensure that we implement the approved strategies and initiatives within the approved levels authorized by the Village

Council. All unspent appropriations related to Capital Projects and Grants are generally re-appropriated as part of the following year's budget.

Throughout the year I monitor progress of activities and expenditures and revenues to maintain fiscally prudent and conservative practices. At the year end, final decisions are made on how to allocate excess revenues over expenditures to strategically move forward on the long-term Village vision.

END OF YEAR FY 2019 – FUND PERFORMANCE SNAPSHOT

The close out for fiscal year 2018-19 (FY 2019), reconciles the actual results for the Village's fiscal year ended September 30, 2019, on a budgetary basis, following the issuance of the Village Comprehensive Annual Financial Report in March 2020. We note the fund-balance generated at the close of the fiscal year by a surplus of revenue in excess of expenditure.

Three primary Funds are used to operate the Village: General Fund, Resort Tax Fund, and Water & Sewer Utility Fund.

GENERAL FUND

The General Fund ended FY 2019 with $21,371,000 in total revenue which exceeded the Amended Budget (net of Fund Balance Carry Forward) by $3,365,000 or 18.7%. Expenses totaled $15,498,000 which is $2,508,000 below the Amended Budget. Combined, this results in a surplus of total revenue in excess of expenditure of $5,873,000 or 33% of the Final Budget.

General Fund					
Total	**FY Adopted 2019 Budget**	**FY Final 2019 Budget**	**FY 2019 Actual**	**Net Final Budget less Actual**	**% Difference**
revenue	16,080,000	18,006,000	21,371,000	3,365,000	18.7%
expenditure	16,080,000	18,006,000	15,498,000	2,508,000	13.9%
revenue in excess of expenditure			5,873,000		

Capital related revenues totaled $3,025,000 representing contributions received from Bal Harbour Shops in connection with its development agreement for future capital projects ($2,500,000 is to be used towards the Waterfront Park capital project and $500,000 is to be used for Arts in Public Spaces). Capital related expenditures totaled $1,776,000, which is $1,232,600 lower than the Final Budget. In accordance with our budgeted policy, this unspent capital appropriation was re-appropriated as part of the following year's budget.

General Fund					
Non-Capital Related	**FY Adopted 2019 Budget**	**FY Final 2019 Budget**	**FY 2019 Actual**	**Net Final Budget less Actual**	**% Difference**
revenue	16,080,000	18,006,000	18,346,000	340,000	1.9%
expenditure	14,643,000	14,997,400	13,722,000	1,275,400	8.5%
revenue in excess of expenditure			4,624,000		
Capital Project Related	**FY Adopted 2019 Budget**	**FY Final 2019 Budget**	**FY 2019 Actual**	**Net Final Budget less Actual**	**% Difference**
revenue	-	-	3,025,000	3,025,000	100.0%
expenditure	1,437,000	3,008,600	1,776,000	1,232,600	41.0%
revenue in excess of expenditure			1,249,000		

Unassigned fund balance for the General Fund at year end, totals $15,216,000 or approximately ninety-eight percent of annual expenditures. See the year-end carry-forward section of this memo for discussion regarding recommendations for the excess surplus of total revenue in excess of expenditure.

RESORT TAX FUND

The Resort Tax Fund ended the fiscal year with $4,959,000 in revenue collections, and $3,537,000 in expense, generating revenue in excess of expenditures for the fund in the amount of $1,422,000. Expenditures incurred is $174,000 less than budgeted or 4.7%, and revenue collected was $1,248,000 more than budgeted or 33.6%. Fund balance available for Tourism Development for the Resort Tax Fund is $4,741,000 or one hundred and thirty-four percent of annual related expenditures.

Resort Tax Fund	FY Adopted 2019 Budget	FY Final 2019 Budget	FY 2019 Actual	Net Final Budget less Actual	% Difference
revenue	3,700,000	3,711,000	4,959,000	1,248,000	33.6%
expenditure	3,700,000	3,711,000	3,537,000	174,000	4.7%
revenue in excess of expenditure			1,422,000		

WATER & SEWER UTILITY FUND

The Water & Sewer Utility Fund ended the year with $4,500,000 of non-capital project related revenue which is $553,000 lower than the Adopted Budget; and $3,813,000 in non-capital project related expenditures, which is $64,600 lower than the Adopted Budget. In total, the non-capital project related revenue in excess of expenditure is $687,000.

Capital projects consisting primarily to (1) the Utility Master Plan Capital Project (Phase 1) which is funded, in part through the Miami-Dade County General Obligation Bond funds; and (2) the Offsite Park and Public Spaces Facility which is funded by both the General Fund and Water & Sewer Utility Fund. Combined expenditures for these projects totaled $1,909,000, which is $1,533,400 lower than the Adopted Budget. In accordance with our budgeted policy, this unspent capital appropriation is re-appropriated as part of the following year's budget. Capital Project related revenue consists of reimbursements from Miami-Dade County General Obligation Bond for the Utility Master Plan Capital Project of $2,058,000. Of this amount $980,000, relates to costs incurred in FYE 2018.

Unrestricted Net Position for the Water & sewer Fund was $10,143,000 or approximately two hundred and sixty-six percent of annual non-capital related expenditures. See the year-end carry-forward section of this memo for discussion regarding recommendations for the excess surplus of total revenue in excess of expenditure.

Water & Sewer Utility Fund				
Non-Capital Project Related	**FY Adopted 2019 Budget**	**FY 2019 Actual**	**Net Budget less Actual**	**% Difference**
revenue	5,053,000	4,500,000	(553,000)	-10.9%
expenditure	3,877,600	3,813,000	64,600	1.7%
revenue in excess of expenditure		687,000		
Capital Project Related	**FY Adopted 2019 Budget**	**FY 2019 Actual**	**Net Budget less Actual**	**% Difference**
revenue	6,058,000	2,058,000	(4,000,000)	-66.0%
expenditure	3,442,400	1,909,000	1,533,400	44.5%
revenue in excess of expenditure		149,000		
Total	**FY Adopted 2019 Budget**	**FY 2019 Actual**	**Net Budget less Actual**	**% Difference**
revenue	11,111,000	6,558,000	(4,553,000)	-41.0%
expenditure	7,320,000	5,722,000	1,598,000	21.8%
revenue in excess of expenditure		836,000		

YEAR END CARRY FORWARD

GENERAL FUND

I am proposing to allocate $5,873,000 in surplus General Fund resources to fund additional projects and/or expenditures through the remainder of FY 2019-20. These anticipated expenses are as follows:

General Fund		
Revenue less Expenditure	**$**	**5,873,000**
Carryforward Unspent Capital Related Appropriations		1,232,600
Restriction of Capital Contributions for Capital Projects		3,025,000
Budget Amendment: Jetty Project - Cost Esimating Services		45,000
Budget Amendment: Operations Facility - Renovation (GF Share)		214,602
Additional Funding Subtotal		**4,517,202**
Remaining Balance	**$**	**1,355,798**
Capital projects reserve		1,355,798
Additions to Assigned Fund Balance - Capital Projects	**$**	**1,355,798**

In accordance with budget policies $4,517,202 of the General Fund surplus of revenue in excess of expenditure was set-aside as follows:

- An increase in Assigned Fund Balance $1,232,600 for unspent capital appropriation re-appropriated as part of the following year's budget.
- An increase in Restricted Fund Balance of $3,025,000 for capital contributions received from Bal Harbour Shops in connection with its development agreement, primarily consisting of $2,500,000 million is to be used towards the Waterfront Park capital project and $500,000 is to be used for Arts in Public Spaces.

With the close of FY 2014 I proposed, and the Village Council established the prudent practice of programming one-half of excess revenue at year end toward fund balance to grow our reserves with a goal of maintaining a one hundred percent of non-capital project related expenditures, the other half would be designated toward a capital reserve fund balance for future capital projects. Given the very strong and stable financial position of the General Fund, this year and given the approval of the Village Council's Capital Improvement Program as a part of the FYE 2020 budget process, I propose we again waive this policy by allocating $1,355,798 of excess General Fund surplus at year end toward the Capital Projects Reserve. The following is a summary of assigned Fund Balance for Capital Projects as of FYE 2019 including the proposed additions herein.

Assigned Capital Projects As of FYE 2019	$ 5,332,716
Proposed Addition Herein	1,355,798
Assigned Capital Projects Beginning of FYE 2020 (Proposed)	$ 6,688,514

In prior years, the County Allocated approximately $563,000 of funding from its Miami-Dade County General Obligation Bond towards the New Village Hall Project. In an effort to utilize this funding for more shovel ready projects, in FYE 2020 these funds will be re-allocated towards the renovation of the Park and Public Spaces Operations Facility. Therefore, amounts budgeted in FYE 2020 for this project from the General Fund will be reimbursed by the Miami-Dade County General Obligation Bond.

WATER & SEWER UTILITY FUND

In accordance with budget policies $1,533,400 of the surplus of revenue in excess of expenditure to carryforward $1,533,400 of unspent capital appropriation re-appropriated as part of the following year's budget. In addition, I am proposing to amend the budgeted expenditures by $241,998 which reflects the Water & Sewer Utility Fund's share of the additional costs to renovate the Park and Public Spaces Operations Facility.

BAL HARBOUR EXPERIENCE

This action is aligned with the Village's mission through The *Bal Harbour Experience*. Setting aside reserves for Capital Projects supports the Village Council's Capital Improvement Program corresponds directly to the goal of Modernized Public Facilities and Infrastructure.

FYE 2020 FINANCIAL CONDITION ASSESSMENT IN RESPONSE TO COVID-19

At the time of preparing this memo, the Village was in the midst of responding to the COVID-19 epidemic. As a result, a review of the Village's budget was being performed to identify current year cost savings through delaying purchases in an effort to absorb impacts on revenue. Examples of budget savings identified from open positions being frozen, major purchases such as website project and other software purchase have been delayed. For the General Fund, through the time of preparation of this memo we have collected 93% (Approx $9.5 million) in Property Taxes. The Resort Tax Fund is the most vulnerable to a reduction in revenue resulting from COVID-19. Measures have been taken to freeze spending in the areas of Marketing, Events and as mentioned previously the delay of the purchase of the new website project. We will continue to assess the budgetary impact of COVID-19 and make further cost saving steps as necessary for all funds to ensure proper fiscal management. Further action will be implemented when warranted.

CONCLUSION

FY 2019 was closed with an overall positive performance for all funds. Consistent with your direction, the surplus of revenue generated within the General Fund is appropriated as Assigned fund balance to the Capital Projects Reserve for allocation toward future capital projects by Council.

Attachments:

1. Budget Summary

RESOLUTION NO. 2020- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE FISCAL YEAR AND 2019-20 BUDGET; PROVIDING FOR EXPENDITURE OF FUNDS; PROVIDING FOR AMENDMENTS; PROVIDING FOR CARRYOVER OF FUNDS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village (the "Village") is a municipality located in Miami-Dade County, Florida; and

WHEREAS, the FY 2019-20 Budget (the "Budget") was adopted on September 17, 2019, after public hearings as required by Section 200.065, Florida Statutes; and

WHEREAS, the Village Council desires to amend the Budget as provided herein.

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

Section 1. **Recitals.** That the above recitals are true and correct and are incorporated herein by this reference.

Section 2. **Budget Amendment.** That the Budget is hereby amended (the "Amended Budget") as provided in the attached Exhibit "A", and such Amended Budget shall become effective immediately upon adoption and shall be applied retroactively as provided in Section 7 below.

Section 3. **Expenditure of Funds.** That the Village Manager or his/her designee is authorized to expend or contract for expenditures of such funds as are necessary for the operation of the Village government in accordance with the Amended Budget, Village Charter, Village Code and Council authorizations, as applicable, including those funds from the Village's prior fiscal year (Fiscal Year 2019-20) which were not expended during that prior fiscal year and were carried over and may be used and expended during the Fiscal Year 2019-20. The Village Manager may transfer any unencumbered line item allocation of funds, or

any portion thereof, to another line item classification within the same department.

Section 4. Amendments. That the Amended Budget may be further amended as provided by Sec. 166.241, Florida Statutes.

Section 5. Conflicts. That all sections or parts of sections of Village Resolutions that conflict with this Resolution are repealed to the extent of such conflict.

Section 6. Severability. That the provisions of this Resolution are deemed to be severable, and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of the Resolution, but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 7. Effective Date. That this Resolution shall be effective immediately upon adoption, and shall be applied retroactively from and after October 1, 2019.

PASSED AND ADOPTED on this ___ day of April, 2020.

_____
Mayor Gabriel Groisman

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

EXHIBIT A

Resolution Attachment A: Revenue & Expenditure Authority by Fund
Total Revenue & Expenditure
rounded to '00s

	Original Appropriation	PY Unspent Capital Carryforward	Mid-year Appropriation	Appropriation through Mid-Year Amendment
General Fund				
Revenue	**19,556,000**	**1,232,600**	**259,602**	**21,048,202**
Expenditure				
Legislative	296,500	-	-	296,500
Administration	1,531,400	-	-	1,531,400
Finance	723,100	-	-	723,100
General Government	2,116,000	200,000	-	2,316,000
Law Enforcement	7,859,200	222,000	-	8,081,200
Building & Permitting	1,285,800	-	-	1,285,800
Parks & Public Spaces	2,862,400	154,000	-	3,016,400
Information Technology	562,600	-	-	562,600
Capital Construction	1,994,000	656,600	259,602	2,910,202
Legal Support Services (General Fund Only)	325,000	-	-	325,000
General Fund Total Expenditures	**19,556,000**	**1,232,600**	**259,602**	**21,048,202**
Resort Tax Fund				
Revenue	**4,093,300**	**-**	**-**	**4,093,300**
Expenditure				
Tourism	2,276,200	-	-	2,276,200
Beautification/Greenspace/Other Resort Tax Eligible	1,817,100	-	-	1,817,100
Resort Tax Fund Total Expenditures	**4,093,300**	**-**	**-**	**4,093,300**
Landscape & Security Assessment Fund				
Revenue	**750,900**	**-**	**-**	**750,900**
Expenditure				
Landscape & Security Assessment Area	750,900	-	-	750,900
Landscape & Security Assessment Fund Exper	**750,900**	**-**	**-**	**750,900**
Water & Wastewater Utility Fund				
Revenue	**13,022,500**	**1,533,400**	**241,998**	**14,797,898**
Expenditure				
Water & Wastewater Utility	4,156,900	-	-	4,156,900
Capital Project Carryforward	8,865,600	1,533,400	241,998	10,640,998
Water & Wastewater Utility Fund Total Expendi	**13,022,500**	**1,533,400**	**241,998**	**14,797,898**

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS UTILITY REVENUE NOTE IN THE AGGREGATE PRINCIPAL AMOUNT OF $[8,096,000, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the resolution approving the issuance of Debt.

Bal Harbour Experience:

□ Beautiful Environment	□ Safety	X Modernized Public Facilities + Infrastructure
□ Destination & Amenities	□ Exclusivity & Access	X Resiliency

Item Summary/Recommendation:

With the assistance of our financial advisor, PFM Financial Advisors, we have solicited bids through a competitive process from lenders to provide financing for the Water & Sewer Fund's portion of the Utility Master Plan Capital Project. Our request for proposals yielded five submissions. Proposers provided terms and conditions for a variety of structures, including amortizing 15 and 20 Year terms, along with a balloon structure. JP Morgan Chase (Chase) was found to have provided a combination of the best/lowest rate and terms. Chase has offered the Village a 15 Year term loan, payable semi-annually. Chase has committed to providing us with an $8,096,000 note at a fixed rate of 1.29% (noncallable) through closing (scheduled for April 23, 2020).

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
1	N/A		

Sign Off:

	Chief Financial Officer	Village Manager
	Claudia Dixon	Jorge M. Gonzalez

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 21, 2020

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS UTILITY REVENUE NOTE IN THE AGGREGATE PRINCIPAL AMOUNT OF $[8,096,000] FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE UTILITY CAPITAL PROJECT PLAN AND PAYING COSTS OF ISSUANCE OF THE NOTE; AWARDING THE SALE OF THE NOTE TO JPMORGAN CHASE BANK, N.A.; PROVIDING FOR SECURITY FOR THE NOTE; PROVIDING OTHER PROVISIONS RELATING TO THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE NOTE; AND PROVIDING AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended the Village Council Approve the Resolution.

BACKGROUND

For several years, the Village has been working to design, construct and implement our infrastructure utility master plan. While this program dates to 2013 and preceded our overall Capital Improvement Program (CIP), it is now a component part of that CIP. The program includes: Sewer Pump Stations #1 and #2; Stormwater Pump station inside the gated community, Stormwater Pump station at waterfront park site; underground water, sewer and stormwater infrastructure throughout the village; and stormwater curb and gutter. Water and Sewer operations and capital expense are funded through a Water and Sewer Fund (Utility Fund) supported through rate paying customers, as well as, periodic state and local grants. All funds are segregated for these activities. Stormwater facilities and expenses are not based on a fee or rate for service and instead are part of the Village General Fund, as well as periodic state and local grants.

Much progress has been made on the program and significant success has been made on securing funding from outside sources. To date the Village has been awarded in excess of

$ 7 million in funds (i.e. State grant allocation, the Miami Dade County General Obligation Bond program and private developer contributions).

The FY 2020 – 2024 Capital Budget allocates $24.1 million for the overall Utility Master Plan Projects. To date approximately $9.2 million has been implemented. The sewer component has been almost entirely funded through the County bond allocation mentioned above. Stormwater has been funded through General Fund allocations and requires approximately $2.5 million To Be Identified (TBD). Water has received allocations from capital allocations, debt funds or fund balance and requires approximately $9.4 million To Be Identified (TBD).

The large majority of water pipe and stormwater drainage work is expected to be implemented over the next 3 fiscal years, commencing this month.

Administration has always anticipated the possibility of having to issue debt to finance the remainder of the water and stormwater components as design was finalized and costs became clearer. In fact, rates were set some years ago at a level that would generate historical trends to establish recurring annual surplus and to evidence debt service coverage levels required by lending institutions.

During the November 2019 Village Council meeting, the Village Council approved Resolution No. 2019-1269 generally referred to as a "Reimbursement Resolution". This resolution allows the Village to reimburse itself from debt proceeds for the costs of projects that may be ultimately financed with tax-exempt bonds or other financing options. The did does the following:

1. It makes the Village formally compliant with IRS regulations that govern when, what, and how a tax-exempt entity can reimburse itself for project costs that are incurred prior to the formal issuance of tax-exempt debt.
2. Should the Village ultimately choose to issue debt to finance its current capital projects, we will be able to reimburse our operating budget for the costs of these outlays.
3. This is a very common practice for local governments.

The Resolution did not require us to issue debt. It did preserve our options without preventing us from reimbursing ourselves should we later choose to do so.

The FY 2020 – FY 2024 CIP includes a total of seven projects with an estimated cost of $78,602,300. This figure constitutes the best estimate of the new and existing project funding required over the next five years. As implementation of each project nears the capital budget year, these costs are more specifically defined and additional sources identified if necessary.

Within the above-mentioned CIP, we have allocated $24,089,300, for Utility Master Plan projects ($20,969,300 for water and sewer projects funded within the Water & Sewer and $3,120,000 funding from General Fund). Within the Water & Sewer Fund we have allocated $9,363,700 as an amount To Be Determined and another $2,520,000 To Be Determined from General Fund resources.

	Budget		
	Previous Years	FY 2020	Total
FUNDING SOURCE			
General Fund:			
Miami-Dade General Obligation Bond Fund	$ -	$ -	$ 563,000
Developer Contributions - Ba Harbour Shops (PPS)	2,500,000	1,000,000	3,500,000
Developer Contributions - Ba Harbour Shops (Village Hall)	-	-	15,600,000
Developer Contributions - Ba Harbour Shops (Other)	500,000	500,000	2,500,000
Suntrust Rent	-	455,000	455,000
Miscellaneous Revenue - Grants	-	300,000	300,000
Budget Allocation	1,407,497	1,122,100	2,629,597
Appropriation of Fund Balance/Carryover	-	-	7,858,970
Village 2011 Bond Escrow Funds	368,933	-	368,933
Total General Fund	**4,776,430**	**3,377,100**	**33,775,500**
Resort Tax Fund:			
Appropriation of Fund Balance/Carryover	-	-	2,000,000
Total Resort Tax Fund	**-**	**-**	**2,000,000**
Utility Fund:			
Miami-Dade General Obligation Bond Funds	5,871,200	628,800	6,500,000
Developer Contributions - Oceana	950,000	-	950,000
Budget Allocation	2,221,800	-	2,221,800
Appropriation of Fund Balance/Carryover	-	-	-
Village 2011 Bond Escrow Funds	799,000	2,422,300	3,221,300
TBD	-	5,638,700	9,363,700
Total Utility Fund	**9,842,000**	**8,689,800**	**22,256,800**
TBD	**-**	**-**	**20,570,000**
TOTAL FUNDING SOURCE	**$ 14,618,430**	**$ 12,066,900**	**$ 78,602,300**
EXPENDITURE BY PROJECT			
Parks and Public Spaces Operations Facility	$ 1,551,400	$ 948,600	$ 2,500,000
Waterfront Park (Phase I and II)	126,500	975,000	10,200,000
New Village Hall	-	-	16,163,000
Jetty/Cutwalk/96th Street Plaza	169,200	630,300	7,500,000
Collins Avenue Beautification	50,000	-	12,050,000
Waterfront Park (Phase III)	-	50,000	6,100,000
Utility Infrastructure - Sewer, Water and Stormwater Improvements	9,193,000	8,651,300	24,089,300
TOTAL EXPENDITURE	**$ 11,090,100**	**$ 11,255,200**	**$ 78,602,300**

While net position reserves are available in the Water & Sewer Fund to cover much of the To Be Determined amount, it is prudent to consider other financing options in light of the favorable interest rates and borrowing climate. Funding the To Be Determined amount entirely from fund balance would leave the fund with very low reserves needed to address potential future operational or capital needs or emergency situations. As presented to you during our planning retreat in February 2020, we worked with financial advisor (PFM Financial Advisors) to consider our funding needs, the best debt service structure, the financing capacity of the fund and the potential for refinancing of current debt as part of the issuance.

ANALYSIS

With the assistance of our financial advisor, PFM Financial Advisors, we have solicited bids through a competitive process from lenders to provide financing for the Water & Sewer Fund's portion of the Utility Master Plan Capital Project. Our request for proposals yielded five submissions which indicates that a competitive process was achieved. As requested in the proposal, proposers also provided terms and conditions for a variety of structures, including amortizing 15 and 20 Year terms, along with a balloon structure. Below is an excerpt of the Proposal summary that displays the 3 most favorable proposals. The summary proposal is included as Attachment 2 to this memo.

Bal Harbour Village, Florida
2020 Project Financing
Alternative Summary Matrix

Proposal:	Chase	CenterState	SunTrust
Structure:	Level	Level	Balloon
Final Maturity	**2034**	**2039**	**2034**
TIC:	1.410%	2.050%	1.820%
Gross Proceeds:	8,000,000	9,105,000	12,675,000
Max Annual Debt Service:	594,556	558,106	1,018,542
Total Debt Service:	8,918,335	11,162,128	15,278,125
Debt Service by FY:	*Preliminary Debt Service Schedule*		
2020	46,687	77,253	95,478
2021	633,689	583,414	635,581
2022	633,689	583,414	635,581
2023	633,689	583,414	635,581
2024	633,689	583,414	635,581
2025	633,689	583,414	635,581
2026	633,689	583,414	635,581
2027	633,689	583,414	635,581
2028	633,689	583,414	635,581
2029	633,689	583,414	635,581
2030	633,689	583,414	635,581
2031	633,689	583,414	635,581
2032	633,689	583,414	635,581
2033	633,689	583,414	635,581
2034	633,689	583,414	6,920,091
2035		583,414	
2036		583,414	
2037		583,414	
2038		583,414	
2039		583,414	

		Coverage Forecast		
		Chase	CenterState	SunTrust
		Level	Level	Balloon
	Annual	*Forecasted*		
	Revenue	*Debt Service Coverage*		
2020	700,000	1499%	906%	733%
2021	700,000	110%	120%	110%
2022	700,000	110%	120%	110%
2023	700,000	110%	120%	110%
2024	700,000	110%	120%	110%
2025	700,000	110%	120%	110%
2026	700,000	110%	120%	110%
2027	700,000	110%	120%	110%
2028	700,000	110%	120%	110%
2029	700,000	110%	120%	110%
2030	700,000	110%	120%	110%
2031	700,000	110%	120%	110%
2032	700,000	110%	120%	110%
2033	700,000	110%	120%	110%
2034	700,000	110%	120%	10%
2035	700,000		120%	
2036	700,000		120%	
2037	700,000		120%	
2038	700,000		120%	
2039	700,000		120%	

Notes:
Preliminary numbers
Based on proposals received March 4, 2020

While as you can see, additional funding could have been secured through a longer-term issuance or through a creative balloon payment structure, the overall cost of debt in those scenarios made them less attractive in the long run. Therefore, we focused on the 15 Year option. Once settled on this option, we evaluated each of the proposers to determine the one best suited for Bal Harbour Village. Upon reviewing the responses for the 15 Year Debt Scenario, JP Morgan Chase (Chase) was found to have provided a combination of the lowest rate (1.41%) and best terms, including a lower debt coverage ratio. Due to the favorable market conditions that existed at the time of our review, I directed our financial advisor to request a revised best and final offer from JP Morgan Chase if a verbal confirmation were to be provided by the Village Manager. This action resulted in Chase lowering their previous proposed interest rate to 1.29% (non-callable) to

reflect then-current market conditions (as of Friday March 16th) and an increase of approximately $100,000 in the principal amount available within our capacity. The 1.29% (non-callable) fixed interest rate offer expires on April 23, 2020. Chase has offered the Village a 15 Year term loan, payable semi-annually. Chase has committed to providing an $8,096,000 note at a fixed rate of 1.29% (noncallable) through closing (scheduled for April 23, 2020). The total debt service for this loan is $8,946,687. The note is expected to close by Thursday following the April 21st, 2020 Council meeting

The following chart presents the specifics of the proposed note.

Bal Harbour Utility
Series 2020

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
09/30/2020		45,546.75	45,546.75	45,546.75
03/31/2021		52,219.20	52,219.20	
09/30/2021	531,000	52,219.20	583,219.20	635,438.40
03/31/2022		48,794.25	48,794.25	
09/30/2022	538,000	48,794.25	586,794.25	635,588.50
03/31/2023		45,324.15	45,324.15	
09/30/2023	545,000	45,324.15	590,324.15	635,648.30
03/31/2024		41,808.90	41,808.90	
09/30/2024	552,000	41,808.90	593,808.90	635,617.80
03/31/2025		38,248.50	38,248.50	
09/30/2025	559,000	38,248.50	597,248.50	635,497.00
03/31/2026		34,642.95	34,642.95	
09/30/2026	567,000	34,642.95	601,642.95	636,285.90
03/31/2027		30,985.80	30,985.80	
09/30/2027	574,000	30,985.80	604,985.80	635,971.60
03/31/2028		27,283.50	27,283.50	
09/30/2028	581,000	27,283.50	608,283.50	635,567.00
03/31/2029		23,536.05	23,536.05	
09/30/2029	589,000	23,536.05	612,536.05	636,072.10
03/31/2030		19,737.00	19,737.00	
09/30/2030	596,000	19,737.00	615,737.00	635,474.00
03/31/2031		15,892.80	15,892.80	
09/30/2031	604,000	15,892.80	619,892.80	635,785.60
03/31/2032		11,997.00	11,997.00	
09/30/2032	612,000	11,997.00	623,997.00	635,994.00
03/31/2033		8,049.60	8,049.60	
09/30/2033	620,000	8,049.60	628,049.60	636,099.20
03/31/2034		4,050.60	4,050.60	
09/30/2034	628,000	4,050.60	632,050.60	636,101.20
	8,096,000	850,687.35	8,946,687.35	8,946,687.35

PFM Financial Advisors concurs with the above recommendation as referenced in the attached Bank Note Recommendation Memorandum.

The rates in the Water and Sewer Fund are structured to include the debt service on this debt. The budget provides funding for the debt service on that portion of the borrowing. It should be noted that servicing this debt WILL NOT require a water rate increase. Through prudent financial management; proper planning of our capital needs several years ago and adjusting our rates accordingly; and soliciting proposals for the debt issuance at the best possible time we have been able to maximize our borrowing capacity and minimize our debt cost without affecting our utility customers.

Our overall CIP need identified for the Water & Sewer Fund's portion of the Utility Master Plan Capital Project as To Be Determined, amounted to $9,363,700. After the debt

issuance, the remaining balance of $1,267,700 is proposed to be funded from the Water & Sewer Net Position.

BAL HARBOUR EXPERIENCE

This action is aligned with the Village's stated mission through The *Bal Harbour Experience*. This financing will enable the Village to proceed with the Utility Master Plan CIP Plan and corresponds directly to the goal of Modernized Public Facilities and Infrastructure. In addition, utilizing financing for funding of the Utility Master Plan Capital Project allows the Village to maintain a healthy Net Position should the Village need to withstand unforeseen circumstances that can deteriorate the Water & Sewer Plan's Net Position. This corresponds directly to the goal of Resiliency.

CONCLUSION

I recommend the approval of the Resolution approving the form and authorizing the issuance of the Utility Revenue Note and the execution and delivery of a note.

Attachments:

1. Request for Proposal
2. Proposal Summary
3. Chase Proposal Addendum and Preliminary Amortization Schedule
4. Bank Note Recommendation Memorandum

2222 Ponce de Leon Boulevard
Third Floor
Coral Gables, FL
33134

786-671-7480
www.pfm.com

April 9, 2020

Memorandum

To:	Bal Harbour Village, Florida
From:	PFM Financial Advisors LLC ("PFM")
Re:	Bank Note Recommendation Memorandum – Utility Revenue Note, Series 2020

The purpose of this memorandum is to briefly summarize the proposals received from lending institutions to provide the Bal Harbour Village, Florida (the "Village") with a fixed-rate loan in the form of a Utility Revenue Note, Series 2020 (the "Note") and summarize the recommendation of PFM to move forward with the financing as previously contemplated.

On February 14, 2020, PFM, on behalf of the Village, distributed a request for proposals to a broad pool of lenders that are active in municipal lending. PFM's recommendation to proceed with a loan in the form of a Note relies upon the facts that: (1) the security type (Utility revenue) is well understood by market participants; (2) the desired term of the loan and present volatile conditions in the public markets suggest a direct placement would better achieve the Village's objectives; (3) a direct placement limits the administrative burden and costs of issuance. For these reasons, PFM recommended that this particular request would attract interest from the bank lending community and yield the Village with a favorable result. On March 4, 2020, five (5) proposals were received. A full summary of the proposing firms (in alphabetical order), along with a brief summary of the key points from each proposal is included in the matrix that follows.

The Village received proposals that were based on either rates to be locked from now to closing, or indicative rates that would be locked shortly prior to closing. As requested in the proposal, proposers also provided terms and conditions for a variety of structures, including amortizing 15- and 20-year terms, along with a balloon structure. In the opinion of PFM, JP Morgan Chase and SunTrust provided the top two responses based on a combination of interest rate and term. A short summary of the provisions found in the top two responses are provided below.

- Chase – 1.41% fixed rate for the Note over a 15-year term. This interest rate would be fixed through April 20, 2020. This rate does not come with a prepayment option, although PFM does not anticipate the Village prepaying on these notes for savings in any case, given the low interest rate provided. If the Village wants a prepayment option, Chase would allow the Village to prepay starting in 2026 for 14 additional basis points. The coverage requirements put forth in the proposal match the RFP at 110% coverage. *The rates quoted above were from the initial proposal before the Village gave Chase a verbal notice to lock-in the cost of funds. The final interest rate is provided below.*

- SunTrust – Provided for three different structures: a 15-year term at 1.72% fixed rate, a 20-year term for 1.92% fixed rate, and a 15-year balloon structure at 1.82%. These interest rates are currently fixed until May 17, 2020. Prepayment option is with a make-whole call, although similar to the Chase proposal, there is an option for prepayment for an additional fee. The coverage requirement put forth matches the RFP, but the additional debt test is higher at 125%.

At this time, PFM recommends moving forward with the Chase proposal. Our recommendation is based on the fact that Chase proposed a fixed rate that is approximately 31 basis points lower than the rate for the same term provided by SunTrust. The fixed rate provides the Village a hedge against current volatility in the financial markets, and the other terms and conditions of the proposal have been reviewed by both PFM and the Village's bond counsel. Furthermore, after discussion with the Village we recommend that the non-callable option be exercised. Our recommendation is based on the short final maturity (15 years) and the fact that interest rates are currently near historical lows.

Upon the verbal confirmation from the Village, Chase updated their interest rate formula to reflect then-current market conditions (as of Friday March 16th), which resulted in an adjustment lower to a rate of 1.29% (non-callable). This rate from Chase is fixed and will be locked through closing. The Village will be able to raise approximately $8 million and comply with the 1.10x rate covenant, assuming $700,000 in annual net revenues being available during the term of the loan (as provided by the Village). We believe the results of this proposal are reasonable compared to a similarly structured public offering. It's also important to consider that this method yielded five proposals, which indicates that a competitive process was achieved. In closing, the key benefits of this type of structure, in addition to the economic results, are the significant reduction in costs of issuance as well as administrative burden with respect to preparing offering documents and continuing disclosure requirements.

We look forward to continuing to work towards a successful closing for the 2020 Note. Please do not hesitate to contact us should you have any questions on the details of the included response matrix.

RESOLUTION NO. _____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE ISSUANCE OF ITS UTILITY REVENUE NOTE IN THE AGGREGATE PRINCIPAL AMOUNT OF $8,096,000 FOR THE PURPOSE OF FINANCING ALL OR A PORTION OF THE UTILITY CAPITAL PROJECT PLAN AND PAYING COSTS OF ISSUANCE OF THE NOTE; AWARDING THE SALE OF THE NOTE TO JPMORGAN CHASE BANK, N.A.; PROVIDING FOR SECURITY FOR THE NOTE; PROVIDING OTHER PROVISIONS RELATING TO THE NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH AND APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF THE NOTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village, Florida (the "Village") receives potable water from Miami-Dade County, Florida (the "County") through two meters, pursuant to a large user agreement between the Village and the County, with an emergency water main connection to provide service from the City of North Miami Beach, Florida; and

WHEREAS, water is distributed to the residents of the Village through a water distribution system owned by the Village consisting of 22,065 linear feet of water mains and Mach 10 ultrasonic water meters for sizes 2 inches and below, and various maintenance equipment (the "Water Distribution System"); and

WHEREAS, the Village transmits sewage to the County's Sewage Treatment Facility at Virginia Key through a sewer transmission system owned by the Village consisting of two sanitary sewer pump stations operating on a SCADA system, 17,200 linear feet of sewer force mains and one hundred four (104) sanitary sewer manhole structures, including various maintenance equipment (the "Sewer Transmission System"); and

WHEREAS, the Village has entered into large user agreements with the County for the provision of the potable water and the treatment of sewage for the residents of the Village (the "Large User Agreements") and

WHEREAS, on February 14, 2020, on behalf of the Village Council (the "Council") of Village, PFM Financial Advisors LLC, the financial advisor to the Village ("Financial Advisor") distributed a Request for Quote with respect to the purchase from the Village of a Utility Revenue Note, Series 2020 in an aggregate principal amount not exceeding $11,100,000 for the purpose of funding all or a portion of the costs of the utility capital project plan, including new and replacement water mains and system rehabilitation (the "Project") and paying costs of issuance of the note; and

WHEREAS, the Village received proposals from 5 financial institutions on March 4, 2020; and

WHEREAS, the Council has determined that based upon the proposals and the recommendation of the Financial Advisor, it is in the best interest of the Village and its citizens to accept the proposal, including the addendum thereto (the "Proposal"), from JPMorgan Chase Bank, N.A. (the "Purchaser") to purchase the Note; and

WHEREAS, the Council desires to set forth the details of the Note in this Resolution;

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

SECTION 1. AUTHORIZATION OF NOTE. Pursuant to the provisions of this Resolution, a Utility Revenue Note of the Village to be designated "Bal Harbour Village, Florida Utility Revenue Note, Series 2020" (the "Note"), are hereby authorized to be issued in an aggregate principal amount of $8,096,000 for the purpose of financing costs of the Project and paying costs of issuance of the Note.

SECTION 2. TERMS OF THE NOTE.

(a) General Provisions. The Note shall be issued in fully registered form without coupons as a single Note. The principal of and interest on the Note shall be payable when due in lawful money of the United States of America by wire transfer or by certified check delivered on or prior to the date due to the registered owner of the Note or its legal representative (the "Owner" or "Owners") at the address of the Owner as provided to the Village.

The Note shall be dated the date of its issuance and delivery and shall be issued as one Note in the denomination of $8,096000. The Note shall mature on September 30, 2034.

THE NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE OR A PLEDGE OF THE FAITH AND CREDIT OF THE VILLAGE, BUT SHALL BE PAYABLE EXCLUSIVELY FROM NET REVENUES AND CHARGES OF THE UTILITY SYSTEM OF THE VILLAGE, BOTH AS DEFINED IN THIS RESOLUTION. THE ISSUANCE OF THE NOTE SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE VILLAGE TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR NOR SHALL THE NOTE CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE VILLAGE, AND THE HOLDERS OF THE NOTE SHALL HAVE NO RECOURSE TO THE POWER OF TAXATION.

(b) Interest Rate. Subject to adjustment as provided below, the Note shall bear interest on the outstanding principal balance from its date of issuance payable semiannually on each March 30 and September 30 (the "Interest Payment Dates"), commencing September 30, 2020, at an interest rate equal to 1.29% (the "Fixed Rate"). Interest on the Note shall be computed on a 365 actual day basis.

(c) Adjustment of Interest Rate For Taxability. In the event a Determination of Taxability shall have occurred as a result of any act or omission of the Village, the rate of interest on the Note shall be increased to a rate per annum equal to the Taxable Rate, effective retroactively to

the date on which the interest payable on the Note is includable for federal income tax purposes in the gross income of the Owners thereof. In addition, the Owners of the Note or any former Owners of the Note, as appropriate, shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States by the Owners or former Owners of the Note as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the Village on the next succeeding Interest Payment Date following the Determination of Taxability. A "Determination of Taxability" shall mean (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest payable on the Note is includable for federal income tax purposes in the gross income of the Owners thereof, which notice or notification is not contested with the Internal Revenue Service by either the Village or any Owners of the Note, or (ii) a determination by a court of competent jurisdiction that the interest payable on the Note is includable for federal income tax purposes in the gross income of the Owners thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the Village to the effect that interest on Note is includable for federal income tax purposes in the gross income of the Owners thereof. "Taxable Rate" shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Purchaser or Owner with the same after tax yield that the Purchaser or Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Purchaser or Owner as a result of such Determination of Taxability. The Purchaser or Owner shall provide the Village with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Village.

(d) Prepayment Provisions.

(i) Mandatory Amortization Prepayment. The principal of the Note shall be subject to mandatory prepayment in annual installments on each September 30, commencing September 30, 2021 (each, a "Scheduled Due Date"). The schedule of principal and interest payments due on each Interest Payment Date and each Scheduled Due Date, as applicable, shall be attached as an Exhibit to the Note executed and delivered on the date of issuance of the Note. Such schedule shall be determined based upon an amortization schedule of substantially level payments of principal and interest, with payments of principal and interest sufficient to fully amortize the principal amount of the Note, with the final payment due and payable on September 30, 2034.

(ii) Optional Prepayment. The Note is not subject to optional prepayment.

SECTION 3. EXECUTION OF NOTE. The Note shall be signed in the name of the Village by the Mayor or Vice Mayor (or, in their absence, any other member of the Village Council) and the Village Clerk, and its seal shall be affixed thereto or imprinted or reproduced thereon. The signatures of the Mayor or Vice Mayor (or, in their absence, any other member of the Village Council) and Village Clerk on the Note may be manual or facsimile signatures, provided that the signature of one of such officers shall be a manual signature. In case any one or more of the officers who shall have signed or sealed the Note shall cease to be such officer of the Village before the Note

so signed and sealed shall have been actually sold and delivered, such Note may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed and sealed such Note had not ceased to hold such office. Any Note may be signed and sealed on behalf of the Village by such person as at the actual time of the execution of such Note shall hold the proper office, although at the date of such Note such person may not have held such office or may not have been so authorized.

SECTION 4. NEGOTIABILITY, REGISTRATION AND CANCELLATION. The Village shall serve as Registrar and as such shall keep books for the registration of the Note and for the registration of transfers of the Note. The Note may be transferred or exchanged upon the registration books kept by the Village, upon delivery to the Village, together with written instructions as to the details of the transfer or exchange, of such Note in form satisfactory to the Village, together with certain certifications made by the transferee that it is an entity described by Section 517.061(7) Florida Statutes and is an "accredited investor" within the meaning of the Securities Act of 1933, as amended and Regulation D thereunder. Such Note may be exchanged for one or more Notes of the same aggregate principal amount and maturity and in denominations in integral multiples of $100,000 (except that an odd lot is permitted to complete the outstanding principal balance). No transfer or exchange of any Note shall be effective until entered on the registration books maintained by the Village.

The Village may deem and treat the person in whose name any Note shall be registered upon the books kept by the Village as the absolute Owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as they become due and for all other purposes. All such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

In all cases in which the Note is transferred or exchanged in accordance with this Section, the Village shall execute and deliver the Note in accordance with the provisions of this Resolution. Any Note surrendered in any such exchanges or transfers shall forthwith be cancelled by the Village. There shall be no charge for any such exchange or transfer of the Note, but the Village may require the payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The Village shall not be required to transfer or exchange the Note for a period of 15 days next preceding an Interest Payment Date on such Note.

Any Notes, the principal of and interest on which have been fully paid, either at or prior to maturity, shall be delivered to the Village when such full payment is made, and shall thereupon be cancelled.

In case a portion but not all of an outstanding Note shall be prepaid, such Note shall not be surrendered in exchange for a new Note, but the Village shall make a notation indicating the remaining outstanding principal of the Note upon the registration books. The Note so redesignated shall have the remaining principal as provided on such registration books and shall be deemed to have been issued in the denomination of the outstanding principal balance, which shall be an authorized denomination.

SECTION 5. NOTE MUTILATED, DESTROYED, STOLEN OR LOST. In case any Note

shall become mutilated or be destroyed, stolen or lost, the Village may in its discretion issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in the case of a mutilated Note, in exchange and substitution for such mutilated Note upon surrender of such mutilated Note or in the case of a destroyed, stolen or lost Note in lieu of and substitution for the Note destroyed, stolen or lost, upon the Owner furnishing the Village proof of its ownership thereof, satisfactory proof of loss or destruction thereof and satisfactory indemnity, complying with such other reasonable regulations and conditions as the Village may prescribe and paying such expenses as the Village may incur. The Village shall cancel any mutilated Note that is surrendered. If any mutilated, destroyed, lost or stolen Note shall have matured or be about to mature, instead of issuing a substitute Note, the Village may pay the principal of and interest on such Note upon the Owner complying with the requirements of this paragraph.

Any such duplicate Note issued pursuant to this section shall constitute original, additional contractual obligations of the Village whether or not the lost, stolen or destroyed Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the funds, as hereinafter pledged, to the extent as all other Note issued hereunder.

SECTION 6. FORM OF NOTE. The text of the Note shall be of substantially the tenor set forth in Exhibit "A" hereto, with such omissions, insertions and variations as may be necessary and desirable and authorized or permitted by this Resolution.

SECTION 7. PLEDGE OF PLEDGED REVENUES.

(a) The Village hereby pledges, assigns and grants a security interest to the Owners in the Pledged Revenues in order to secure the principal of and interest on the Note.

(b) The Village covenants that for so long as the Note is secured by Pledged Revenues that it will charge such rates, fees and other charges of the Utility System in order to maintain Pledged Revenues equal to at least 1.10 times the Maximum Annual Debt Service on the Note and any other Utility System Parity Debt (as such terms are defined below) tested annually for each Fiscal Year of the Village based on its audited financial statements (the "Rate Covenant").

(c) The Village represents and warrants to the Owners that there are no other obligations of the Village currently outstanding secured by the Pledged Revenues.

(d) Capitalized terms used in this Section 7 have the following meanings:

(i) "Revenues and Charges" means those revenues collected for water and sewer services and charges imposed upon users of the Utility System pursuant to the Code of Ordinances of the Village in particular Chapter 20, Division 1, Sections 20-26, 20-27, 20-30 and 20-31, including interest income thereon in each Fiscal Year;

(ii) "Utility System" means collectively the Village's Water Distribution System and the Village's Sewer Transmission System;

(iii) "Maximum Annual Debt Service" means the maximum aggregate debt service in any Fiscal Year for the Note and any other Utility System Parity Debt;

(iv) "Pledged Revenues" means, the annual Revenues and Charges minus actual annual operating and interest expenses of the Utility System during any Fiscal Year.

(v) "Fiscal Year" means the Village's fiscal year beginning on October 1, and ending on September 30 of the next year.

(vi) "Utility System Parity Debt" means any other debt obligation of the Utility System which is secured by and payable from Pledged Revenues on a parity with the Note.

SECTION 8. ADDITIONAL UTILITY SYSTEM PARITY DEBT. So long as the Note is outstanding, the Village may not issue Utility System Parity Debt unless Pledged Revenues are at least 110% of the Maximum Annual Debt Service on the Note, any other outstanding Utility System Parity Debt and the proposed Utility System Parity Debt as certified by the Chief Financial Officer of the Village (the "Chief Financial Officer").

SECTION 9. OTHER COVENANTS WITH RESPECT TO THE UTILITY SYSTEM.

(a) General. In addition to all of the other covenants of the Village contained in this Resolution, the Village hereby covenants with each and every successive Owner of the Note that the Village will comply with each and every one of the covenants contained herein.

(b) Operation and Maintenance. The Village will maintain or cause to be maintained the Utility System and all portions thereof in good condition and will operate or cause to be operated the same in an efficient and economical manner, making or causing to be made such expenditures for equipment and for renewals, repairs and replacements as may be proper for the economical operation and maintenance thereof.

(c) Annual Budget of Utility System. The Village shall annually prepare and adopt, prior to the beginning of each Fiscal Year, an Annual Budget in accordance with applicable law. Total expenditures for the operation and maintenance of the Utility System made in any Fiscal Year shall not be in excess of the amount provided therefor in the Annual Budget, unless an amendment to the Annual Budget is approved by the Village. If for any reason the Village shall not have adopted the Annual Budget before the first day of any Fiscal Year, the preliminary budget for such Fiscal Year shall be deemed to be in effect for such Fiscal Year until the Annual Budget for such Fiscal Year shall be adopted.

(d) Annual Audit. The Village shall, immediately after the close of each Fiscal Year, cause the books, records and accounts relating to the Utility System to be properly audited by a recognized independent firm of certified public accountants, and shall require such accountants to complete their report of such Annual Audit in accordance with applicable law. Such Annual Audits shall contain, but not be limited to, a balance sheet, an income statement, a statement of changes in

financial position, a statement of changes in retained earnings, and any other statements as required by law or accounting convention, and a certificate by such accountants disclosing any material default on the part of the Village of any covenant or agreement herein. Each Annual Audit shall be in compliance with generally accepted accounting principles.

(e) No Mortgage or Sale of the Utility System. The Village irrevocably covenants, binds and obligates itself not to sell, lease, encumber or in any manner dispose of the Utility System as a whole or any substantial part thereof (except as provided below) until the Note and all interest thereon shall have been paid in full or provision for payment has been made in accordance with Section 20 hereof. The foregoing provision notwithstanding, the Village shall have and hereby reserves the right to sell, lease or otherwise dispose of any of the property comprising a part of the Utility System in the following manner, if any one of the following conditions exist; (A) such property is not necessary for the operation of the Utility System, (B) such property is not useful in the operation of the Utility System, (C) such property is not profitable in the operation of the Utility System, or (D) the disposition of the property will be advantageous to the Utility System and will not adversely affect the security of the Owner.

(f) No Free Service. The Village will not render, or cause to be rendered, any free services of any nature by its Utility System or any part thereof, nor will any preferential rates be established for users of the same class. Distinctions among classes shall be undertaken by the Village Council in its discretion.

(g) No Impairment. The Village will not enter into any contract or contracts, nor take any action, the results of which might impair the rights of the Owner and will not permit the operation of any competing water or sewer service facilities (except with respect to the Large User Agreements) within the service area of the Village. The Village will not take any action or omit to take any action that will cause a default or termination or the Large User Agreements.

(h) Compulsory Connections. In order to better secure the prompt payment of principal and interest on the Note, as well as for the purpose of protecting the health and welfare of the inhabitants of the Village, and acting under authority of applicable laws of the State, the Village will require every owner of each lot in the area of operation of the Village which abuts upon any street or public way containing a water line or sewer line which shall be a part of the facilities of the Utility System and upon which lot a building shall exist and be used for residential, commercial or industrial use, to connect such building to such facilities and to cease to use any other method for the water or sewer transmission.

SECTION 10. NOTE FUND. There is hereby created a fund entitled "Bal Harbour Village, Florida Utility System Revenue Note Fund" (the "Note Fund"). There shall be deposited into the Note Fund on each Interest Payment Date and Scheduled Due Date sufficient amounts of Pledged Revenues which, together with the amounts already on deposit therein, will enable the Village to pay the principal of and/or interest on the Note on each Interest Payment Date or Scheduled Due Date. Moneys in the Note Fund shall be applied on each Interest Payment Date to pay interest on the Note coming due on such date and on each Scheduled Due Date to the payment of principal of and interest on the Note coming due on each such date.

SECTION 11. INVESTMENT OF NOTE FUND. Subject to Section 14 hereof, funds in the

Note Fund may be invested in the following investments, maturing at or before the time such funds may be needed to pay principal of or interest on Note, to the extent such investments are legal for investment of municipal funds ("Authorized Investments"):

(a) The Local Government Surplus Funds Trust Fund;

(b) Negotiable direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States Government at the then prevailing market price for such securities;

(c) Interest-bearing time deposits or savings accounts in banks organized under the laws of the State of Florida (the "State"), in national banks organized under the laws of the United States and doing business and situated in the State, in savings and loan associations which are under State supervision, or in federal savings and loan associations located in the State and organized under federal law and federal supervision, provided that any such deposits are secured by collateral as may be prescribed by law;

(d) Obligations of the federal farm credit banks; the Federal Home Loan Mortgage Corporation, including Federal Home Loan Mortgage Corporation participation certificates; or the Federal Home Loan Bank or its district banks or obligations guaranteed by the Government National Mortgage Association;

(e) Obligations of the Federal National Mortgage Association, including Federal National Mortgage Association participation certificates and mortgage pass-through certificates guaranteed by the Federal National Mortgage Association;

(f) Securities of, or other interests in, any open-end or closed-end management type investment company or investment trust registered under the Investment Company Act of 1940, 15 U.S.C. ss. 80a-1 et seq., as amended from time to time, provided the portfolio of such investment company or investment trust is limited to United States Government obligations and to repurchase agreements fully collateralized by such United States Government obligations and provided such investment company or investment trust takes delivery of such collateral either directly or through an authorized custodian; or

(g) Any other investments that at the time are legal investments for municipal funds and are permitted by the duly approved investment policy of the Village.

SECTION 12. APPLICATION OF NOTE PROCEEDS.

There is hereby created a fund entitled "Bal Harbour Village, Florida Utility System Revenue Acquisition Fund" (the "Acquisition Fund"). The proceeds received upon the sale of the Note shall be applied simultaneously with the delivery of the Note, as follows:

1. The Village shall first use the moneys to pay costs of the issuance of the Note.

2. The remainder of the proceeds of the sale of the Note shall be deposited in the Acquisition Fund.

Pending their use, the proceeds in the Acquisition Fund shall be invested as provided in Section 11 hereof. Subject to Section 14 hereof, any income received upon such investment shall be retained in the Acquisition Fund and applied to costs of the Project or, at the option of the Village, deposited in the Note Fund and used to pay interest on the Note until completion of the Project. Subject to Section 14 hereof, after the completion of the Project, any remaining balance in the Acquisition Fund shall be deposited into the Note Fund and used solely to redeem Note.

The Acquisition Fund shall be kept separate and apart from all other funds of the Village and the moneys on deposit therein shall be withdrawn, used and applied by the Village solely for the purposes set forth herein**.** Pending such application, the Acquisition Fund shall be subject to the lien of the Owners of the Note for the payment of the principal of and interest on the Note.

The registered Owners shall have no responsibility for the use of the proceeds of the Note, and the use of such Note proceeds by the Village shall in no way affect the rights of such registered Owners. The Village shall be obligated to apply the proceeds of the Note solely for financing costs of the Project. However, the Village shall be irrevocably obligated to continue to pay the principal of and interest on the Note notwithstanding any failure of the Village to use and apply such Note proceeds in the manner provided herein.

SECTION 13. FUNDS. Each of the funds and accounts herein established and created shall constitute trust funds for the purposes provided herein for such funds and accounts respectively. Earnings on any investments for any amounts in any of the funds and accounts herein established and created shall be credited to such respective fund or account.

The designation and establishment of the funds and accounts in and by this Note Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues and assets of the Village for the purposes herein provided and to establish certain priorities for application of such revenues and assets.

SECTION 14. INVESTMENTS AND USE OF PROCEEDS TO COMPLY WITH INTERNAL REVENUE CODE OF 1986. The Village covenants to the Owners of the Note that it will take all actions and do all things necessary and desirable in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Note, and shall refrain from taking any actions that would cause interest on the Note to be included in gross income for federal income tax purposes. In particular, the Village will not make or direct the making of any investment or other use of the proceeds of the Note which would cause such Note to be a "private activity bond" as that term is defined in Section 141 (or any successor provision thereto) of the Code or an "arbitrage bond" as that term is defined in Section 148 (or any successor provision thereto) of the Code, and all applicable regulations promulgated under the Code, and that it will comply with the applicable requirements of Sections 141 and 148 of the Code and the aforementioned regulations throughout the term of the Note.

SECTION 15. ARBITRAGE REBATE COVENANTS. There is hereby created and established a fund to be held by the Village, designated the "Bal Harbour Village Utility Revenue Note, Series 2020 Rebate Fund" (the "Rebate Fund"). The Rebate Fund shall be held by the Village separate and apart from all other funds and accounts held by the Village under this Resolution and from all other moneys of the Village.

Notwithstanding anything in this Resolution to the contrary, the Village shall transfer to the Rebate Fund the amounts required to be transferred in order to comply with the Rebate Covenants, if any, attached as an Exhibit to the Arbitrage Certificate to be delivered by the Village on the date of delivery of the Note (the "Rebate Covenants"), when such amounts are so required to be transferred. The Village Manager shall make or cause to be made payments from the Rebate Fund of amounts required to be deposited therein to the United States of America in the amounts and at the times required by the Rebate Covenants. The Village covenants for the benefit of the Owners of the Note that it will comply with the Rebate Covenants. The Rebate Fund, together with all moneys and securities from time to time held therein and all investment earnings derived therefrom, shall be excluded from the pledge and lien of this Resolution. The Village shall not be required to comply with the requirements of this Section 15 in the event that the Village obtains an opinion of nationally recognized Note counsel that (i) such compliance is not required in order to maintain the federal income tax exemption of interest on the Note and/or (ii) compliance with some other requirement is necessary to maintain the federal income tax exemption of interest on the Note.

SECTION 16. SPECIAL COVENANTS. Unless available on a website open to the public, the Village shall, while the Note is outstanding, within two hundred seventy (270) days of the end of each Fiscal Year of the Village, deliver to the Owners a copy of the annual audited financial statements of the Village.

SECTION 17. COVENANTS BINDING ON VILLAGE AND SUCCESSOR. All covenants, stipulations, obligations and agreements of the Village contained in this Resolution constitute a contract between the Village and the Owners of the Note and shall be deemed to be covenants, stipulations, obligations and agreements of the Village to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time and upon the officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the Village or upon the Village Council by the provisions of this Resolution shall be exercised or performed by the Village Council or by such officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member of the Village Council or officer, agent or employee of the Village in his or her individual capacity, and neither the members of the Village Council nor any officer, agent or employee of the Village executing the Note shall be liable personally on the Note or be subject to any personal liability or accountability by reason of the issuance thereof.

SECTION 18. EVENTS OF DEFAULT. Each of the following events is hereby declared an "event of default":

(a) payment of the principal of or amortization installments of the Note shall not be made when the same shall become due and payable; or

(b) payment of any installment of interest on any of the Note shall not be made when the same shall become due and payable; or

(c) the Village shall default in the due and punctual performance of any covenant, condition, agreement or provision contained in the Note or in this Resolution (except for a default described in subsection (a) or (b) of this Section) on the part of the Village to be performed, and such default shall continue for sixty (60) days after written notice specifying such default and requiring same to be remedied shall have been given to the Village by any Owner of any Note; provided that it shall not constitute an event of default if the default is not one that can be cured within such sixty (60) days, as agreed by the Owners and the Village, and the Village commences within such sixty (60) days and is proceeding diligently with action to correct such default; or

(d) any proceeding shall be instituted with the consent of the Village for the purpose of effecting a composition between the Village and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted and any such proceeding shall not have been dismissed within thirty (30) days after the institution of the same; or

(e) (i) the Village admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself, or (ii) the Village is adjudged insolvent by a court of competent jurisdiction or is adjudged a bankrupt or a petition in bankruptcy is filed against the Village, or an order, judgment or decree is entered by a court of competent jurisdiction appointing, without the consent of the Village, a receiver or trustee of the Village or of the whole or any part of its property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof.

SECTION 19. REMEDIES; RIGHTS OF OWNERS.

(a) Upon the occurrence and continuance of any event of default specified in Section 18 hereof, the interest rate shall be the then current interest rate on the Note at the time of the event of default plus 2% (the "Default Rate"), provided such rate is not in excess of the maximum rate permitted by law.

(b) Upon the occurrence and continuance of any event of default specified in Section 18 hereof, the Owners of the Note may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

No delay or omission to exercise any right or power accruing upon any default or event of default shall impair any such right or power or shall be construed to be waiver of any such default or event of default or acquiescence therein; and every such right and power may be exercised from

time to time and as often as may be deemed expedient. No waiver of any event of default hereunder shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

SECTION 20. DEFEASANCE.

(a) The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Note in any one or more of the following ways.

(i) by paying the principal of and interest on the Note when the same shall become due and payable; or

(ii) by depositing with an escrow agent certain moneys irrevocably pledged to the payment of the Note, which together with other moneys in the Note Fund lawfully available therefor, if any, shall be sufficient at the time of such deposit with the escrow agent to pay when due the principal and interest due and to become due on said Note on or prior to the maturity date thereof; or

(iii) by depositing with an escrow agent moneys irrevocably pledged to the payment of the Note, which together with other moneys in the Note Fund lawfully available therefor, when invested by the escrow agent in direct obligations of the United States of America which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof, will provide moneys which shall be sufficient (as evidenced by a verification report of an independent certified public accountant or firm of accountants) to pay when due the principal and interest due and to become due on said Note on or prior to the maturity date thereof; *provided* that the Village shall, on or prior to the date of such deposit, obtain and deliver to the Owners of the Note (at their addresses as they appear on the registration books of the Village) an opinion of nationally recognized Note counsel to the effect that the deposit of such moneys and securities to provide for payment will not adversely affect the excludability of interest thereon from gross income of the Owners thereof for federal income tax purposes.

Upon such payment or deposit with an escrow agent in the amount and manner provided in this Section 20, the Note shall be deemed to be paid and shall no longer be deemed to be Outstanding for the purposes of this Resolution and the covenants of the Village hereunder and all liability of the Village with respect to said Note shall cease, terminate and be completely discharged and extinguished and the holders thereof shall be entitled to payment solely out of the moneys or securities so deposited with the escrow agent; provided, however, that the Village shall have given the escrow agent in form satisfactory to it irrevocable instructions to mail to the Owners of such Note at their addresses as they appear on the registration books of the Village, a notice stating that a deposit in accordance with this Section has been made with the escrow agent and that the Note is deemed to have been paid in accordance with this Section and stating that the holders thereof shall be entitled to payment of the Note solely out of the moneys or securities so deposited with the escrow agent on each Interest Payment Date, Scheduled Due Date and at maturity.

(b) Notwithstanding the foregoing, all references to the discharge and satisfaction of

Note shall include the discharge and satisfaction of any portion of the Note.

(c) If any portion of the moneys deposited with an escrow agent for the payment of the principal of and interest on any portion of the Note is not required for such purpose, the escrow agent shall transfer to the Village the amount of such excess and the Village may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Note or otherwise existing under this Resolution.

(d) Notwithstanding any of the foregoing, the requirements of Section 14 and 15 hereof relating to use and investment of proceeds and rebate amounts due to the United States pursuant to the Rebate Covenants shall survive the payment of principal and interest with respect to the Note or any portion thereof.

SECTION 21. SALE OF NOTE. Based upon the uncertainty of the interest rate environment if sale of the Note is delayed, the Village hereby determines the necessity for a negotiated sale of the Note. The Village has been provided all applicable disclosure information required by Section 218.385, Florida Statutes. The negotiated sale of the Note is hereby approved to the Purchaser at a purchase price of par.

SECTION 22. AUTHORITY OF OFFICERS. The Mayor, the Vice Mayor, any member of the Council, the Village Manager, the Village Clerk, the Chief Financial Officer and any other proper official of the Village, are and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transaction contemplated by this Resolution and the other documents identified herein.

SECTION 23. MUNICIPAL ADVISOR DISCLOSURE. The Village hereby acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Village and the Purchaser and its affiliates, (ii) in connection with such transaction, the Purchaser and its affiliates are acting solely as a principal and not as an advisor including without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended and the related final rules (the "Municipal Advisor Rules"), agent or fiduciary of the Village, (iii) the Purchaser and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Purchaser and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Village with respect to the transactions contemplated by this Resolution and the discussions, undertakings, and procedures leading thereto (whether or not the Purchaser or any affiliate of the Purchaser has provided other services or advised or is currently providing other services or is advising the Village on other matters), (v) the Purchaser and its affiliates have financial and other interests that differ from those of the Village, and (vi) the Village has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

SECTION 24. SEVERABILITY. In case any one or more of the provisions of this Resolution or of any Note issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution or of the Note, but this Resolution and the Note shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Note are issued and this Resolution is adopted with the intent that

the laws of the State shall govern their construction.

SECTION 25. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS. In any case where the date of maturity of interest on or principal of the Note shall be a Saturday, Sunday or a day on which the banks in the State are required, or authorized or not prohibited, by law (including executive orders) to close and are closed, then payment of such interest or principal need not be made by the Village on such date but may be made on the next succeeding business day on which the banks in the State are open for business.

SECTION 26. OPEN MEETING FINDINGS. It is hereby found and determined that all official acts of the Village Council concerning and relating to the adoption of this Resolution and all prior resolutions and ordinances affecting the Village Council's ability to issue the Note were taken in an open meeting of the Village Council and that all deliberations of the Village Council or any of its committees that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements, including Section 286.011, Florida Statutes, and also including, but not limited to, emergency declarations and Executive Orders of the Governer, relating to the holding of public meetings during the current state of emergency.

SECTION 27. REPEALING CLAUSE. All resolutions or orders and parts thereof in conflict herewith, to the extent of such conflicts, are hereby superseded and repealed.

SECTION 28. EFFECTIVE DATE. This Resolution shall take effect immediately on the date of its adoption.

PASSED AND ADOPTED this 21st day of April, 2020.

_____
Mayor Gabriel Groisman

Attest:

_____
Dwight S. Danie, Village Clerk

Approved as to Form and Legal Sufficiency:

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

EXHIBIT "A"

No. R-1 **$[8,096,000]**

UNITED STATES OF AMERICA
STATE OF FLORIDA
BAL HARBOUR VILLAGE
UTILITY REVENUE NOTE
SERIES 2020

Registered Owner: JPMorgan Chase Bank, N.A.

Principal Amount: [Eight Million Ninety-Six Thousand Dollars ($8,096,000)]

KNOW ALL MEN BY THESE PRESENTS, that Bal Harbour Village, Florida (the "Village"), for value received, hereby promises to pay to the Registered Owner shown above, or registered assigns (the "Note Owner" or "Owner"), from the sources hereinafter mentioned, the Principal Amount specified above. Subject to the rights of prior prepayment described in this Note, the Note shall mature on September 30, 2034.

This Note is issued under authority of and in full compliance with the Constitution and laws of the State of Florida, including particularly Part I of Chapter 159, and Part II of Chapter 166, Florida Statutes, as amended, the Charter of the Village, and Resolution No. 2020-__ adopted on April [21], 2020 (the "Resolution"). This Note is issued for the purpose of financing all or a portion of the costs of the utility capital project plan, including new and replacement water mains and system rehabilitation, and paying costs of issuance of the Note. This Note shall be payable only from the sources identified herein.

Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Resolution.

Subject to adjustment as provided below, this Note shall bear interest on the outstanding principal balance from its date of issuance payable semiannually on each March 30 and September 30 (the "Interest Payment Dates"), commencing September 30, 2020, at an interest rate equal to 1.29% per annum.

Interest on this Note shall be computed on 365-day actual basis.

The principal of and interest on this Note are payable in lawful money of the United States of America by wire transfer or by certified check, in either case in immediately available funds, delivered on or prior to the date due to the Note Owner or its legal representative at the address of the Note Owner as it appears on the registration books of the Village.

Adjustment of Interest Rate For Taxability. In the event a Determination of Taxability shall have occurred as a result of any act or omission of the Village, the rate of interest on the Note shall be increased to a rate per annum equal to the Taxable Rate, effective retroactively to the date on

which the interest payable on the Note is includable for federal income tax purposes in the gross income of the Owners thereof. In addition, the Owners of the Note or any former Owners of the Note, as appropriate, shall be paid an amount equal to any additions to tax, interest and penalties, and any arrears in interest that are required to be paid to the United States by the Owners or former Owners of the Note as a result of such Determination of Taxability. All such additional interest, additions to tax, penalties and interest shall be paid by the Village on the next succeeding Interest Payment Date following the Determination of Taxability. A "Determination of Taxability" shall mean (i) the issuance by the Internal Revenue Service of a statutory notice of deficiency or other written notification which holds in effect that the interest payable on the Note is includable for federal income tax purposes in the gross income of the Owners thereof, which notice or notification is not contested with the Internal Revenue Service by either the Village or any Owners of the Note, or (ii) a determination by a court of competent jurisdiction that the interest payable on the Note is includable for federal income tax purposes in the gross income of the Owners thereof, which determination either is final and non-appealable or is not appealed within the requisite time period for appeal, or (iii) the admission in writing by the Village to the effect that interest on Note is includable for federal income tax purposes in the gross income of the Owners thereof. "Taxable Rate" shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Note Owner with the same after tax yield that the Note Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Note Owner as a result of such Determination of Taxability. The Note Owner shall provide the Village with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Village. The Taxable Rate shall be subject to adjustment as provided in the two immediately following paragraphs.

The principal of this Note shall be subject to mandatory amortization prepayment in annual installments on each September 30, commencing September 30, 2021 in the amounts set forth in the Amortization Schedule attached to this Note to and including the maturity date of September 30, 2034. In the event that there is more than one Owner of the Note, (i) the amount of each Note to be redeemed shall be *pro rata* based on the respective aggregate principal amount of Note then held by each Owner as a percentage of the total aggregate principal amount of Note then outstanding, and (ii) the Village shall give notice to each Owner of the Note at least three (3) days prior to the date of mandatory redemption of the amount of Note owned by such Owner to be redeemed.

This Note is not subject to optional prepayment.

This Note is secured by a pledge of the Pledged Revenues.

As used herein:

"Revenues and Charges" means those revenues collected for water and sewer services and charges imposed upon users of the Village's Utility System pursuant to the Code of Ordinances of the Village in particular Chapter 20, Division 1, Sections 20-27, 20-27, 20-30 and 20-31, including interest income thereon in each Fiscal Year.

"Utility System" means collectively, the Village's Water Distribution System and the Village's Sewer Transmission System.

"Pledged Revenues" means, the annual Revenues and Charges minus actual annual operating and interest expenses of the Utility System during any Fiscal Year.

"Fiscal Year" means the Village's fiscal year beginning on October 1, and ending on September 30 of the next year.

THIS NOTE SHALL NOT BE DEEMED TO CONSTITUTE AN INDEBTEDNESS OF THE VILLAGE OR A PLEDGE OF THE FAITH AND CREDIT OF THE VILLAGE, BUT SHALL BE PAYABLE EXCLUSIVELY FROM THE PLEDGED REVENUES. THE ISSUANCE OF THIS NOTE SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE VILLAGE TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN, OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE VILLAGE, AND THE HOLDER OF THIS NOTE SHALL HAVE NO RECOURSE TO THE POWER OF TAXATION.

The original registered Owner, and each successive registered Owner of this Note shall be conclusively deemed to have agreed and consented to the following terms and conditions:

1. The Village shall keep books for the registration of the Note and for the registration of transfers of the Note as provided in the Resolution. The Note may be transferred or exchanged upon the registration books kept by the Village, upon delivery to the Village, together with written instructions as to the details of the transfer or exchange, of such Note in form satisfactory to the Village, together with certain certifications made by the transferee that it is an entity described by Section 517.061(7) Florida Statutes and is an "accredited investor" within the meaning of the Securities Act of 1933, as amended and Regulation D thereunder. Such Note may be exchanged for one or more Notes of the same aggregate principal amount and maturity and in denominations in integral multiples of $100,000 (except that an odd lot is permitted to complete the outstanding principal balance). No transfer or exchange of any Note shall be effective until entered on the registration books maintained by the Village.

2. The Village may deem and treat the person in whose name any Note shall be registered upon the books of the Village as the absolute Owner of such Note, whether such Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note as they become due, and for all other purposes. All such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

3. In all cases in which the privilege of exchanging the Note or transferring the Note is exercised, the Village shall execute and deliver a Note in accordance with the provisions of the Resolution. There shall be no charge for any such exchange or transfer of the Note, but the Village may require payment of a sum sufficient to pay any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The Village shall not be required to transfer or exchange the Note for a period of fifteen (15) days next preceding an interest payment date on such Note.

4. All Notes the principal of and interest on which have been paid, either at or prior to maturity, shall be delivered to the Village when such full payment is made, and shall thereupon be cancelled. In case a portion but not all of an outstanding Note shall be prepaid, such Note shall not be surrendered in exchange for a new Note, but the Village shall make a notation indicating the remaining outstanding principal of the Note upon the registration books. The Note so redesignated shall have the remaining principal as provided on such registration books and shall be deemed to have been issued in the denomination of the outstanding principal balance, which shall be an authorized denomination.

5. Upon the occurrence and continuance of any event of default specified in Section 18 of the Resolution, the interest rate shall be the then current interest rate on the Note at the time of the event of default plus 2% (the "Default Rate"), provide such rate is not in excess of the maximum rate permitted by law.

6. Upon the occurrence and continuance of any event of default specified in Section 18 of the Resolution, the Owners of the Note may pursue any available remedy by suit, at law or in equity in the State of Florida, to enforce the payment of the principal of and interest on the Note then outstanding.

7. The covenants, liens and pledges entered into, created or imposed pursuant to the Resolution may be fully discharged and satisfied with respect to this Note in any one or more of the ways set forth in Section 20 of the Resolution.

It is hereby certified and recited that all acts, conditions and things required to happen, to exist and to be performed precedent to and for the issuance of this Note have happened, do exist and have been performed in due time, form and manner as required by the Constitution and the laws of the State of Florida applicable thereto.

IN WITNESS WHEREOF, Bal Harbour Village, Florida has caused this Note to be executed by the manual or facsimile signature of its Mayor and of its Village Clerk, and the Seal of Bal Harbour Village, Florida or a facsimile thereof to be affixed hereto or imprinted or reproduced hereon, all as of the ___ day of April, 2020.

BAL HARBOUR VILLAGE, FLORIDA

_____

Mayor

(SEAL)

_____

Village Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned _____ (the "Transferor"), hereby sells, assigns and transfers unto _____ (Please insert name and Social Security or Federal Employer identification number of assignee) the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ (the "Transferee") as attorney to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Date _____

_____
Social Security Number of Assignee

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or a trust company

NOTICE: No transfer will be registered and no new Note will be issued in the name of the Transferee, unless the signature(s) to this assignment corresponds with the name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever and the Social Security or Federal Employer Identification Number of the Transferee is supplied.

The following abbreviations, when used in the inscription on the face of the within Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -	as tenants in common	UNIF GIF MIN ACT - _____, (Cust.)
		Custodian for _____, (Minor)
TEN ENT -	as tenants by the entirety	under Uniform Gifts to Minors Act of _____. (State)
JT TEN -	as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used though not in the list above.

AMORTIZATION SCHEDULE

[to be attached to executed Note]

REQUEST FOR QUOTE

Date: February 14, 2020

From: PFM Financial Advisors LLC

To: Prospective Vendors

As Financial Advisor to Bal Harbour Village, Florida (the "Village"), PFM Financial Advisors LLC ("PFM" or "Financial Advisor") is distributing this Request for Quotes ("RFQ") on behalf of the Village, for the purpose of obtaining fair and competitive responses in accordance with the terms, conditions and specifications stated herein.

Public Notice

The Village is requesting quotation responses from interested and qualified firms to purchase from the Village its Utility Revenue Note, Series 2020 described below (the "Series 2020 Note" or the "Note"), as evidence of the term loan described herein. This Note will be in the amount of not to exceed **$11,100,000**. Each proposal shall include the interest rate, prepayment provisions, fees, financial reporting requirements, default rate, and other terms/conditions. No later than **2:00 p.m. eastern time on March 4, 2020**, an electronic copy of each proposal must be emailed to Claudia Dixon (cdixon@balharbourfl.gov) with copies to Sergio Masvidal (masvidals@pfm.com) and Pete Varona (varonap@pfm.com) at PFM. Responses received after the time and date noted will not be accepted.

Any inquiries or requests for clarification or additional information shall be emailed to the Village's Financial Advisor: Sergio Masvidal (masvidals@pfm.com) and Pete Varona (varonap@pfm.com). All questions must be submitted in writing.

Any firm who is a recipient of Village funds, or who proposes to perform any work or furnish any goods under this RFQ shall not discriminate against any worker, employee or applicant or any member of the public based on age, race, color, sex, religion, national origin, disability or marital status, nor otherwise commit an unfair employment practice.

Scope of Work, Specifications and Response Format

Background

The Village is submitting this request for quotes (the "RFQ") to identify the institution that can provide the Village with a fixed rate, tax-exempt term loan to be evidenced by the Series 2020 Utility Note at the lowest overall borrowing cost, pursuant to certain conditions as determined by the Village in an amount not to exceed $11,100,000. *Please refer to the amortization schedules provided herein, as this amount may vary depending on the term offered.* This transaction will be a private placement and the Village does not anticipate preparing any offering documents.

The proposed Series 2020 Note will be used to: (1) fund all or a portion of the utility capital project plan, including new and replacement water mains and system rehabilitation, and (2) to pay the cost of issuance of the Note.

The principal of and interest on the Series 2020 Note will be secured by a senior pledge of (1) the net revenues of the Village's utility system and (2) certain charges imposed by the Village on customers of the utility system. The Village currently does not maintain public ratings.

Scope of Work

1. The following describes the Village's requirements in issuing the Series 2020 Note:
    A. **Amount:** Principal Amount not to exceed $11,100,000. Respondents are not allowed to submit bids that would commit less than the full amount of the Series 2020 Note.
    B. **Term and Final Maturity:** We ask that potential respondents provide interest rates for a 15- and/or 20-year maturity. The Village is requesting terms for an amortizing loan, as well as an option with a balloon payment in the final year (in such alternative there can be smaller amortizations each year, with >50% of the loan due in the final year). Final maturity for the Note will be no later than September 30, 2034 for the 15-year maturity, or September 30, 2039 for the 20-year maturity.
    C. **Fixed, tax-exempt rate on a non-bank qualified basis.** The rate quoted may not exceed the maximum rate permitted under Florida Statute 215.84 applicable at the time of sale.
    D. **Preliminary Amortization Schedules:**

15 Year, Amortizing	
Average Life: 8.4 Years	
Date	**Principal**
9/30/2021	450,000
9/30/2022	465,000
9/30/2023	475,000
9/30/2024	490,000
9/30/2025	505,000
9/30/2026	515,000
9/30/2027	530,000
9/30/2028	545,000
9/30/2029	560,000
9/30/2030	575,000
9/30/2031	590,000
9/30/2032	610,000
9/30/2033	625,000
9/30/2034	640,000
Total	**7,575,000**

20 Year, Amortizing	
Average Life: 11.4 Years	
Date	**Principal**
9/30/2021	375,000
9/30/2022	385,000
9/30/2023	400,000
9/30/2024	410,000
9/30/2025	425,000
9/30/2026	435,000
9/30/2027	450,000
9/30/2028	465,000
9/30/2029	475,000
9/30/2030	490,000
9/30/2031	505,000
9/30/2032	520,000
9/30/2033	535,000
9/30/2034	550,000
9/30/2035	570,000
9/30/2036	585,000
9/30/2037	605,000
9/30/2038	620,000
9/30/2039	640,000
Total	**9,440,000**

15 Year, Balloon	
Average Life: 11.5 Years	
Date	**Principal**
9/30/2021	325,000
9/30/2022	335,000
9/30/2023	345,000
9/30/2024	355,000
9/30/2025	365,000
9/30/2026	380,000
9/30/2027	390,000
9/30/2028	400,000
9/30/2029	415,000
9/30/2030	425,000
9/30/2031	440,000
9/30/2032	450,000
9/30/2033	465,000
9/30/2034	6,000,000
Total	**11,090,000**

E. **Repayment Provisions:** Interest payments on the outstanding principal balance of the Term Loan will be calculated on a 30/360-day basis and will be paid semiannually on March 30 and September 30 of each year, beginning September 30, 2020. The principal amount of the Term Loan will be payable annually on September 30 of each year beginning September 30, 2021, through the final maturity of the Series 2020 Note.

F. **Prepayment Options:** Please specify any prepayment parameters. Please note that the Village would prefer a proposal that does not entail a prepayment penalty.

G. **Coverage Requirements:** The Village is proposing to charge such rates, fees and other charges that will maintain Net Revenues equal to at least 1.10 times Maximum Annual Debt Service. Currently, the Village does not have other obligations on parity with the proposed lien and this coverage requirement is proposed.

H. The Village reserves the right to reject proposals with onerous terms and conditions. The Village will not accept any offer with capital adequacy or other interest-rate-adjustment language with respect to changes to tax law. The only interest-rate-adjustment provision the Village will consider is one imposed by final judgment of the IRS and due from the holder which results solely from the Village's actions or inactions.

I. The successful Bidder will represent that it has a present intent to hold the loan subject to this transaction to maturity, earlier redemption, mandatory tender, or for its loan portfolio, and has no present intention of reselling or otherwise disposing of all or a part of such loan. The successful Bidder acknowledges that PFM Financial Advisors LLC ("Municipal Advisor") is relying on the foregoing representation and based on this representation this transaction meets the requirements for being a qualifying exception for purposes of MSRB Rule G-34, and the Municipal Advisor is excepted and released from the requirement to request a CUSIP assignment on behalf of the City pursuant to MSRB Rule G-34 for the loan.

J. At the closing of the Series 2020 Note, the offeror will be required to make certain certifications, including but not limited to certifications that it:

(1) Is not acting as a broker or other intermediary, and is purchasing the Series 2020 Note as an investment for its own account and not with a present view to resale or other distribution to the public;

(2) Understands that the Series 2020 Note may not be transferred in a denomination less than $100,000 under any circumstances;

(3) Is a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes;

(4) Is not purchasing the Series 2020 Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes; and

(5) Is an "accredited investor" within the meaning of the Securities Act of 1933, as amended, and Regulation D thereunder.

Award Criteria

RFQ award criteria are as follows:

- Award shall be based upon the responsiveness to the details provided in the RFQ, specifically interest rate and term.
- Further consideration may include but not be limited to, references, completeness of bid response and past performances on other Village bids/projects.
- Mathematical miscalculations may be corrected by the Village to reflect the proper response.
- The Village reserves the right to clarify a vendor's proposal prior to the award of the solicitation.
- It is the intent of the Village to award to the lowest, qualified and responsive vendor(s) in accordance with the following methodology:

1. Provide the quoted interest rate at the time of response to this RFQ (specify the date the rate was calculated). The Village anticipates closing the acquisition no later than April 23, 2020. As such, if a fixed rate is available, the City desires the ability to have that rate held through April 23, 2020**.** Please specify the formula used to calculate the interest rate until such time that a rate lock can be executed. Otherwise, please provide the formula that will be used to calculate the rate until the time that the rate is fixed.

2. Fees and Expenses: Provide a single TOTAL cost for all Fees and Expenses and describe in detail all fees and expenses which the Village will be responsible to pay. The amounts stated in the proposal shall represent the maximum amounts payable to the proposer by the Village. All fees and expenses in excess of those stated in the proposal shall be the sole responsibility of the proposer and will not be paid or reimbursed by the Village. The Village's Note Counsel, Weiss Serota Helfman Cole & Bierman, P.L., will deliver an opinion regarding the excludability of interest from gross income for federal income tax purposes on the Series 2020 Note.

   The notification of award of the RFQ does not obligate the Village to close on the Series 2020 Note.

Projected Timetable

Event	Date
Issue Solicitation Notice	February 14, 2020
Last Date for Receipt of Written Questions	February 21, 2020, 1:00 PM ET
Solicitation Deadline Date and Time	March 4, 2020, 2:00 PM ET
Anticipated Evaluation of Submittals and Recommendation	March 6, 2020
Finalize Agenda Item	April 10, 2020
Anticipated Board Approval	April 21, 2020
Anticipated Closing Date (Subject to Change)	April 23, 2020

Additional Information:

1. Your quote may not be accepted unless all requesting information is furnished.

2. The Village reserves the right to reject any and all quotes.

3. The Vendor / Contractor agrees to comply with the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2) (a)-(d) and (3), ordinances, codes, rules, regulations and requirements of any governmental agencies.

Exhibit A: Net Revenues of the Village Utility System and Projected Debt Service Coverage Post Series 2020 Note Issuance

Program Revenues	2014	2015	2016	2017	2018	2019
Operating Revenues	3,547,076	4,323,705	4,438,684	4,183,763	4,276,844	4,392,761
Program Expenses						
Operating Expenses	2,315,827	2,920,314	3,386,964	3,159,839	3,180,917	3,664,143
Net Revenues						
Net Revenues of the System	**1,231,249**	**1,403,391**	**1,051,720**	**1,023,924**	**1,095,927**	**728,618**

*Fiscal Year 2019 Project Net Revenues

Projected Maximum Annual Debt Service of the Series 2020 Note	660,600
Projected Debt Service Coverage	**1.10x**

Please reference attachments included alongside this RFQ, as well as Bal Harbour Village's 2018 CAFR for more information. The 2018 CAFR may be found at the link below:

https://www.balharbourfl.gov/docs/default-source/general-documents/finance-documents/comprehensive-annual-financial-report---fye-2018.pdf?sfvrsn=20384794_4

CHASE

ADDENDUM TO
REQUEST FOR QUOTE

This Addendum is attached to and hereby incorporated by reference into that certain Request for Quote which is due March 4, 2020, by 2:00 PM ET from JPMorgan Chase Bank, N.A. (the "Bank") to the Bal Harbour Village, Florida (the "Village"), regarding the $7,575,000 Utility Revenue Note Series 2020 (the "Note"). This Addendum shall supplement said Quote as indicated below.

FORM OF BOND:

The Bank will require a single term Note in the full amount of par, with sinking fund payments equivalent to the stated maturity schedule indicated in the estimated principal amortization schedule of the Request for Quote. The Bank shall not require the Note to be rated by any rating agency. The Bank: (a) is a bank, an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities; and (b) has the present intent to hold the Note to maturity or earlier redemption.

REPAYMENT TERMS:

Annual payments of principal on Sept. 30, commencing Sept. 30, 2021; semi-annual payments of accrued interest on March 30 and Sept. 30, commencing Sept. 30, 2020. The principal repayment schedules as shown below and in the Request for Quote are acknowledged as preliminary, however, regardless of final adjustment, the weighted average life cannot exceed ten (10) years.

9/30/2021	450,000	9/30/2028	545,000
9/30/2022	465,000	9/30/2029	560,000
9/30/2023	475,000	9/30/2030	575,000
9/30/2024	490,000	9/30/2031	590,000
9/30/2025	505,000	9/30/2032	610,000
9/30/2026	515,000	9/30/2033	625,000
9/30/2027	530,000	9/30/2034	640,000

INTEREST RATE:

The rates provided below are based upon market conditions as of March 13, 2020. To hold this rate, either a verbal award or an authorizing signature (below) must be received by 4pm on March 13, 2020 (see below) and will be binding until April 23, 2020.

The interest rate will be fixed upon award of bid. However, prior to award, the interest rate may increase if the Bank's cost of funds increases. Bank's cost of funds may increase due to a number of factors including, but not limited to, changes in market conditions.

The proposal options below are based upon a tax-exempt, non-bank qualified, fixed rate option, as of March 13, 2020. Interest will be calculated on a 365 actual day basis.

OPTION 1:	1.29% fixed. No optional redemption.
OPTION 2:	1.43% fixed with optional redemption in whole at par plus accrued interest, on or after Sept. 30, 2026.
PURPOSE:	The proposed Series 2020 Note will be used to: (1) fund all or a portion of the utility capital project plan, including new and replacement water mains and system rehabilitation, and (2) to pay the cost of issuance of the Note.
SECURITY:	First lien pledge of (1) the net revenues of the Village's utility system and (2) certain charges imposed by the Village on customers of the utility system.
DEBT SERVICE RESERVE:	None.
COVERAGE REQUIREMENT:	The Village will charge such rates, fees and other charges that will maintain Net Revenues equal to at least 1.10 times Maximum Annual Debt Service. Currently, the Village does not have other obligations on parity with the proposed lien.
ADDITIONAL BONDS:	Provision for the issuance of additional debt on parity will be 110% of the maximum annual debt service of existing and proposed debt obligations.
EVENT OF DEFAULT:	In an event of default, the Village acknowledges and agrees that the Bank may seek to exercise all rights and remedies available to it under law or equity in the state of Florida, including without limitation, the right to sue the City for repayment of the amount of the Note.
DEFAULT RATE:	In the event of default, the interest rate will be the interest rate on the 2020 Note, plus 2.00%.
LEGAL OPINION:	Purchase of the Note will be subject to a satisfactory opinion of Village's Bond counsel, as to (i) validity and enforceability of the Note under state statutes, and (ii) exemption of interest on the Note from Federal income tax and state taxes. Bond counsel approving opinion must be addressed to Bank or permit reliance by Bank.
BANK ELIGIBILITY:	The Bank's bid assumes the Note will be issued as a non-bank-qualified tax-exempt obligation.
PAYING AGENT/REGISTRAR:	The Bank will not serve as Paying Agent or as Registrar of the Note. The Bank will invoice for payment on the 15th business day of the month preceding the payment due date.
DOCUMENTATION:	Documentation shall be prepared by the Village's Bond

counsel, at the Village's expense. Funding will occur upon receipt of all documentation, in form and substance acceptable to Bank and its counsel.

BANK COUNSEL FEES: $6,000.00 to be paid by the Village at closing. The Bank will engage the firm of Foley & Lardner LLP, Ms. Emily Magee.

FINANCIAL REPORTING: Unless available electronically on a public website, the Village's Comprehensive Annual Financial Report with the opinion of an independent certified public accountant is required to be provided to the Bank within 270 days of the close of the fiscal year.

DETERMINATION OF TAXABILITY: If the interest payable on the Note becomes taxable due to any act or omission of the Village, the interest rate payable on the Note will increase retroactively from the date on which interest on the Note is first includable in gross income of the owner thereof (which may be as early as the issuance date) to a taxable equivalent rate and pay the Bank penalties on overdue interest and additions to tax, if any.

MUNICIPAL ADVISOR DISCLAIMER: The Village acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Village and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the City, (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Village with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Bank, or any affiliate of the Bank, has provided other services or advised, or is currently providing other services or advising the Village on other matters), (v) the Bank and its affiliates have financial and other interests that differ from those of the Village, and (vi) the Village has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

WEBSITE DISCLOSURE: Final documentation may be posted by the Village on a national public bond market repository provided that certain information be redacted by the Village as directed by the Bank. Items that should be redacted include signatures/names, account numbers, wire transfer and payment instructions and

any other data that could be construed as sensitive information.

MISCELLANEOUS:

To hold this rate, either a verbal award or an authorizing signature (below) must be received by 4pm on March 13, 2020 with funding and closing on or before April 23, 2020. If acceptance and funding have not occurred by the above dates, the Bank may, at its option and in its sole discretion, terminate this proposal, or adjust the interest rate.

Any change (whether material or not) in the aggregate amount to be financed or a material change in the financial condition or prospects of the Village may constitute a re-pricing event and the Bank may, at its option and in its sole discretion, terminate this Proposal and/or the Interest Rate may be adjusted

PUBLIC ENTITY CRIMES STATEMENT

I understand that "convicted" or "conviction" is defined by the statute to mean 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, non-jury trial, or entry of a plea of guilty or nolo contendre.

Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the firm has been convicted of a public entity crime subsequent to July 1, 1989**.

**For purposes of this public entity crimes statement, JPMorgan Chase Bank, NA as the entity submitting this statement as part of its response to a request for a non-ad valorem bank loan from the Village is responding only with respect to the individual employees who will serve as the primary contacts for the relationship with the Village and their direct manager.

Submitted by:

JPMorgan Chase Bank, N.A.



_____

Keri Bland-Dickerson
Vice President
Mail Code FL2-6003
100 N Tampa St
Tampa FL 33602
keri.x.dickerson@chase.com
cc emagee@foley.com

IRS Circular 230 Disclosure: Bank and its affiliates (collectively, "Chase") do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not intended or written to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Chase of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

[Signature Page Follows]

ACCEPTED BY: (for the) Village of Bar Harbour, Florida

By: _____

Option: _____

Name: _____

Title: _____

Date: _____

Bal Harbour Village, Florida
Utility Revenue Note, Series 2020
RFP Summary

	Bank United dba Pinnacle	CenterState	Chase	Regions	SunTrust
Contact Information	Blair Swain Senior Vice President 480.419.3634 bswain@bankunited.com	Noel Daluise Vice President 854.634.9110 namauro@centerstate.com	Keri Dickerson Vice President 813.483.8810 keri.x.dickerson@chase.com	Karen Song Vice President 407.246.8977 karen.song@regions.com	John Valenti Vice President 561.835.2605 john.valenti@suntrust.com
Tax-Exempt Interest Rate & Final Maturity	1) 2.08% 2) 2.70% 3) 2.70%	1) 1.92% 2) 2.05%	1) 1.41% 2) 1.55%	1) 1.75% 2) 1.89%	1) 1.72% 2) 1.92% 3) 1.82%
Final Maturity	1) 2034 2) 2034 Balloon 3) 2039	1) 2034 2) 2039	2034	2034	1) 2034 2) 2039 3) 2034 Balloon
Rate Set Calculation	Fixed	Fixed	Fixed	Indicative 1) 79% of the prevailing 8 year interest swap rate +88bps 2) 79% of the prevailing 10 year interest swap rate + 98bps	Fixed
Rate Locked to Closing, or Date to be Set	4/23/2020	4/23/2020	4/20/2020 if accepted by 3/6/2020	Set at close	5/17/2020 subject to rate lock
Prepayment Provisions	1) Callable anytime at par on/after 9/30/27 2 & 3) Callable anytime at par on/after 9/30/30	a) If redeemed within first 3 years, 1% penalty b) If redeemed within first 3 years, 1.5% penalty, within years 4-6, 1%	1) No optional redemption 2) Callable in whole or part on/after 9/30/26	Not prepayable within 8 years from closing, at par thereafter	Make Whole Prepayable without penalty fee: 1) 65bps 2) 72bps 3) 65bps
Legal/Other Fees	$7,500	$8,500	$6,000	$7,500	$8,500
Other Conditions & Notes	a) Gross up language in the event of taxability 1) 2.63%, 2 & 3) 3.42% b) Default Rate: 6%; 7% if taxable c) ABT: 1.10x d) CAFR due within 210 days of fiscal year end e) Subject to final credit approval	a) Late Fee: 5% if not received within 10 days b) Default Rate: 3% + Interest Rate c) CAFR due within 270 days of fiscal year end d) Budget due within 60 days of adoption e) Gross-up language in the even of taxability f) ADT: 1.20x g) ABT: 1.20x	a) ADT: 1.10x b) ABT: 1.10x c) Default Rate: 2% + Interest Rate d) Gross-up language in the event of taxability	a) CAFR due within 180 days of fiscal year end b) Budget due within 30 days of adoption c) ADT: 1.10x	a) ADT: 1.10x b) CAFR due within 270 days of fiscal year end c) Budget due within 30 days of adoption d) ADT: 1.25x e) Gross-up language in the event of taxability f) Default Rate: Lessor of 18% or maxmium legal rate

Bal Harbour Village, Florida
2020 Project Financing
Alternative Summary Matrix

Proposal:	Chase	CenterState	SunTrust
Structure:	Level	Level	Balloon
Final Maturity	**2034**	**2039**	**2034**
TIC:	1.410%	2.050%	1.820%
Gross Proceeds:	8,000,000	9,105,000	12,675,000
Max Annual Debt Service:	594,556	558,106	1,018,542
Total Debt Service:	8,918,335	11,162,128	15,278,125
Debt Service by FY:	*Preliminary Debt Service Schedule*		
2020	46,687	77,253	95,478
2021	633,689	583,414	635,581
2022	633,689	583,414	635,581
2023	633,689	583,414	635,581
2024	633,689	583,414	635,581
2025	633,689	583,414	635,581
2026	633,689	583,414	635,581
2027	633,689	583,414	635,581
2028	633,689	583,414	635,581
2029	633,689	583,414	635,581
2030	633,689	583,414	635,581
2031	633,689	583,414	635,581
2032	633,689	583,414	635,581
2033	633,689	583,414	635,581
2034	633,689	583,414	6,920,091
2035		583,414	
2036		583,414	
2037		583,414	
2038		583,414	
2039		583,414	

Coverage Forecast				
		Chase	CenterState	SunTrust
		Level	Level	Balloon
	Annual	*Forecasted*		
	Revenue	*Debt Service Coverage*		
2020	700,000	1499%	906%	733%
2021	700,000	110%	120%	110%
2022	700,000	110%	120%	110%
2023	700,000	110%	120%	110%
2024	700,000	110%	120%	110%
2025	700,000	110%	120%	110%
2026	700,000	110%	120%	110%
2027	700,000	110%	120%	110%
2028	700,000	110%	120%	110%
2029	700,000	110%	120%	110%
2030	700,000	110%	120%	110%
2031	700,000	110%	120%	110%
2032	700,000	110%	120%	110%
2033	700,000	110%	120%	110%
2034	700,000	110%	120%	10%
2035	700,000		120%	
2036	700,000		120%	
2037	700,000		120%	
2038	700,000		120%	
2039	700,000		120%	

Notes:
Preliminary numbers
Based on proposals received March 4, 2020

SOURCES AND USES OF FUNDS

Bal Harbour Utility
Series 2020

Sources:	
Bond Proceeds:	
Par Amount	8,096,000.00
	8,096,000.00
Uses:	
Project Fund Deposits:	
Project Fund	8,021,000.00
Delivery Date Expenses:	
Cost of Issuance	75,000.00
	8,096,000.00

BOND SUMMARY STATISTICS

Bal Harbour Utility
Series 2020

Dated Date	04/23/2020
Delivery Date	04/23/2020
First Coupon	09/30/2020
Last Maturity	09/30/2034
Arbitrage Yield	1.290008%
True Interest Cost (TIC)	1.290008%
Net Interest Cost (NIC)	1.290000%
All-In TIC	1.412431%
Average Coupon	1.290000%
Average Life (years)	8.145
Duration of Issue (years)	7.664
Par Amount	8,096,000.00
Bond Proceeds	8,096,000.00
Total Interest	850,687.35
Net Interest	850,687.35
Total Debt Service	8,946,687.35
Maximum Annual Debt Service	636,285.90
Average Annual Debt Service	619,743.59
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	8,096,000.00	100.000	1.290%	8.145	6,137.65
	8,096,000.00			8.145	6,137.65

	TIC	All-In TIC	Arbitrage Yield
Par Value	8,096,000.00	8,096,000.00	8,096,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		-75,000.00	
- Other Amounts			
Target Value	8,096,000.00	8,021,000.00	8,096,000.00
Target Date	04/23/2020	04/23/2020	04/23/2020
Yield	1.290008%	1.412431%	1.290008%

BOND DEBT SERVICE

Bal Harbour Utility
Series 2020

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
09/30/2020		45,546.75	45,546.75	45,546.75
03/31/2021		52,219.20	52,219.20	
09/30/2021	531,000	52,219.20	583,219.20	635,438.40
03/31/2022		48,794.25	48,794.25	
09/30/2022	538,000	48,794.25	586,794.25	635,588.50
03/31/2023		45,324.15	45,324.15	
09/30/2023	545,000	45,324.15	590,324.15	635,648.30
03/31/2024		41,808.90	41,808.90	
09/30/2024	552,000	41,808.90	593,808.90	635,617.80
03/31/2025		38,248.50	38,248.50	
09/30/2025	559,000	38,248.50	597,248.50	635,497.00
03/31/2026		34,642.95	34,642.95	
09/30/2026	567,000	34,642.95	601,642.95	636,285.90
03/31/2027		30,985.80	30,985.80	
09/30/2027	574,000	30,985.80	604,985.80	635,971.60
03/31/2028		27,283.50	27,283.50	
09/30/2028	581,000	27,283.50	608,283.50	635,567.00
03/31/2029		23,536.05	23,536.05	
09/30/2029	589,000	23,536.05	612,536.05	636,072.10
03/31/2030		19,737.00	19,737.00	
09/30/2030	596,000	19,737.00	615,737.00	635,474.00
03/31/2031		15,892.80	15,892.80	
09/30/2031	604,000	15,892.80	619,892.80	635,785.60
03/31/2032		11,997.00	11,997.00	
09/30/2032	612,000	11,997.00	623,997.00	635,994.00
03/31/2033		8,049.60	8,049.60	
09/30/2033	620,000	8,049.60	628,049.60	636,099.20
03/31/2034		4,050.60	4,050.60	
09/30/2034	628,000	4,050.60	632,050.60	636,101.20
	8,096,000	850,687.35	8,946,687.35	8,946,687.35

AGGREGATE DEBT SERVICE

Bal Harbour Utility
Series 2020

Period Ending	Series 2020	Aggregate Debt Service
09/30/2020	45,546.75	45,546.75
09/30/2021	635,438.40	635,438.40
09/30/2022	635,588.50	635,588.50
09/30/2023	635,648.30	635,648.30
09/30/2024	635,617.80	635,617.80
09/30/2025	635,497.00	635,497.00
09/30/2026	636,285.90	636,285.90
09/30/2027	635,971.60	635,971.60
09/30/2028	635,567.00	635,567.00
09/30/2029	636,072.10	636,072.10
09/30/2030	635,474.00	635,474.00
09/30/2031	635,785.60	635,785.60
09/30/2032	635,994.00	635,994.00
09/30/2033	636,099.20	636,099.20
09/30/2034	636,101.20	636,101.20
	8,946,687.35	8,946,687.35

BOND PRICING

Bal Harbour Utility
Series 2020

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	09/30/2021	531,000	1.290%	1.290%	100.000
	09/30/2022	538,000	1.290%	1.290%	100.000
	09/30/2023	545,000	1.290%	1.290%	100.000
	09/30/2024	552,000	1.290%	1.290%	100.000
	09/30/2025	559,000	1.290%	1.290%	100.000
	09/30/2026	567,000	1.290%	1.290%	100.000
	09/30/2027	574,000	1.290%	1.290%	100.000
	09/30/2028	581,000	1.290%	1.290%	100.000
	09/30/2029	589,000	1.290%	1.290%	100.000
	09/30/2030	596,000	1.290%	1.290%	100.000
	09/30/2031	604,000	1.290%	1.290%	100.000
	09/30/2032	612,000	1.290%	1.290%	100.000
	09/30/2033	620,000	1.290%	1.290%	100.000
	09/30/2034	628,000	1.290%	1.290%	100.000
		8,096,000			

Dated Date	04/23/2020	
Delivery Date	04/23/2020	
First Coupon	09/30/2020	
Par Amount	8,096,000.00	
Original Issue Discount		
Production	8,096,000.00	100.000000%
Underwriter's Discount		
Purchase Price	8,096,000.00	100.000000%
Accrued Interest		
Net Proceeds	8,096,000.00	

BOND SOLUTION

Bal Harbour Utility
Series 2020

Period Ending	Proposed Principal	Proposed Debt Service	Total Adj Debt Service	Revenue Constraints	Unused Revenues	Debt Serv Coverage
09/30/2020		45,547	45,547	700,000	654,453	1536.88243%
09/30/2021	531,000	635,438	635,438	700,000	64,562	110.16017%
09/30/2022	538,000	635,589	635,589	700,000	64,412	110.13415%
09/30/2023	545,000	635,648	635,648	700,000	64,352	110.12379%
09/30/2024	552,000	635,618	635,618	700,000	64,382	110.12907%
09/30/2025	559,000	635,497	635,497	700,000	64,503	110.15001%
09/30/2026	567,000	636,286	636,286	700,000	63,714	110.01344%
09/30/2027	574,000	635,972	635,972	700,000	64,028	110.06781%
09/30/2028	581,000	635,567	635,567	700,000	64,433	110.13788%
09/30/2029	589,000	636,072	636,072	700,000	63,928	110.05042%
09/30/2030	596,000	635,474	635,474	700,000	64,526	110.15400%
09/30/2031	604,000	635,786	635,786	700,000	64,214	110.10001%
09/30/2032	612,000	635,994	635,994	700,000	64,006	110.06393%
09/30/2033	620,000	636,099	636,099	700,000	63,901	110.04573%
09/30/2034	628,000	636,101	636,101	700,000	63,899	110.04538%
	8,096,000	8,946,687	8,946,687	10,500,000	1,553,313	

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING A CONSTRUCTION CONTRACT WITH JOHN BELL CONSTRUCTION INC, FOR THE NEW PARKS AND PUBLIC SPACES OPERATIONS FACILITY REMODELING PROJECT IN THE AMOUNT NOT TO EXCEED ONE MILLION NINETY-ONE THOUSAND AND SEVEN HUNDRED SIXTY-THREE DOLLARS ($1,091,763) FOR BASE BID, PLUS AN OWNER CONTINGENCY OF SEVENTY-SIX THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS ($76,423) AND ACCEPTING AN ALTERNATE FOR THE DEMOLITION OF THE EXISTING OPERATIONS FACILITY AND RECREATION CENTER IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS ($154,425) AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE ALTERNATE NOS. 1, 2 AND 9.

Issue:

Should the Village Council approve a construction contract with John Bell Construction, Inc. for the new Park and Public Spaces Operations Facility Remodeling project?

Bal Harbour Experience:

□ Beautiful Environment	x Safety	x Modernized Public Facilities + Infrastructure
□ Destination & Amenities	□ Exclusivity & Access	x Resiliency + Sustainable Community

Item Summary/Recommendation:

The Operations Facility Renovation Project scope of work is for the remodeling and renovation of an existing warehouse facility purchased by the Village. The facility will provide approximately 17,500 SF of office, warehouse space and parking for staff and fleet vehicles.

On March 27th, the bid evaluation committee, staff met to evaluate the bids. Weiss Serota Helfman Cole & Bierman, the Village attorney, advised that the late bid submitted by CCA was non-responsive, therefore, staff ranked John Bell Construction, Inc. (John Bell) as the lowest and best value bidder. I concurred with their recommendation and authorized staff to enter into discussions and negotiate final aspects of the proposal cost, conditions and add alternates nos.1, 2, 6, & 9.

John Bell submitted a responsive original base bid of $1,080,424 that after clarification of scope items concluded in $1,091,763 and an original bid of $183,823 for the demolition work for the Bal Bay buildings which was negotiated to $154,425 resulting in a $29,000 savings. Staff also recommends authorizing the Village Manager to negotiate alternate nos. 1, 2 & 9 for a not to exceed total of $94, 147 for a generator, landscape and irrigation system.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

Financial Information:

	Amount	Account	Account #
1	$750,882	Operations Facility – Utilities	40-36-506403
2	$665,876	Operations Facility – General Fund	01-73-506403

Sign Off:

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

APRIL 21, 2020 **AGENDA ITEM _____**

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 21, 2020

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A TASK AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES INC., (CGA) FOR THE PROVISION OF ENGINEERING, AND PROFESSIONAL CONSULTING SERVICES FOR THE PROVISION OF CONSTRUCTABILITY REVIEW AND COST ESTIMATING SERVICES AS NEEDED FOR JETTY AND CUTWALK RESTORATION PROJECT, AS SPECIFIED WITHIN CGA PROPOSAL NO. 17-9868.41, IN THE AMOUNT NOT TO EXCEED FORTY-FIVE THOUSAND DOLLARS ($45,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

At the May 21st, 2019 Bal Harbour Village Council meeting Resolution No-2019-1225 was approved authorizing a professional services agreement with Mikyoung Kim Design (MYKD), for the provision of landscape architecture and engineering consulting services. Their first step was the design concept development for the Jetty/Cutwalk project followed by design development phase and final design phase would be complete with submission of construction documents.

The final concept for the Bal Harbour Jetty/Cutwalk project was presented at various community meetings the and at the last community meeting on November 13th, 2019, the concepts and proposed materials were presented in an Open House type forum allowing the residents to interact directly with the design team, the Village staff and Council members.

On December 17th, 2019, Bal Harbour Village Council authorized Resolution No-2019-1275 approving the Jetty concept designs included in the Basis of Design Report. MYKD commenced development of the concepts and submitted a 30% design development progress set for our review prior to finalizing the development phase.

ANALYSIS

Upon receiving the progress set on the Design Development phase of the Jetty project, Calvin, Giordano & Associates, Inc. (CGA), which serves as the Village Engineer, was requested to submit a proposal for Constructability and Cost Estimating services for the Jetty project. The scope of services to be provided for this project was specifically tailored to this project's specialized marine structural needs and the project team will include marine contractors and engineers to ensure that the Jetty project is provided with the necessary design expertise and marine construction experience to ensure the Village's design vision and budget align for a successful project.

It is the appropriate stage of the development process to bring in additional review of this project. The services proposed will ensure that a marine contractor and our Village Engineers will provide proper input into the opinion of probable costs (OPC), as well as real time information on the constructability of the proposed project by actual marine contractors. As you know this project is extremely unique and is to be constructed in a challenging work site. Having marine contractors provide their expertise at this time is prudent and will better inform the development of the design long term. Any constructability or cost issues that are identified, can be incorporated or corrected at this stage of the design process without adversely affecting the project design timeline.

Scope of Services:
CGA will deliver the Bal Harbour Jetty Project Review and Estimate in two Phases:

- Phase I: This phase involves the review of marine-based project elements. This constructability review will be based on the current project design documents. The Village will evaluate the constructability report and recommendations, evaluate and decide to move forward with currently proposed structural design or move forward with new structural design based on cost and ability to permit and construct.

- Phase II: Review the previous marine-only analysis and incorporate it into a full examination of the complete project. This review will be based on the current design documents and if modified the documents that are provided pursuant to Phase I review comments.

The Proposed Services will be contracted utilizing Bal Harbour Village Continuing Services Agreement authorized per Resolution 2018-1133 dated March 20, 2018, allowing for Professional Services. The professional services will include the following tasks:

Phase 1: CGA will retain and coordinate the services of a capable south Florida marine contractor and provide the following limited services:

- Perform constructability design review of current design drawings and concepts
- Provide budgetary order-of-magnitude pricing and construction sequencing schedule for proposed design;

- Provide value engineering options and potential cost savings options, if applicable;
- Attend up to three (3) required virtual and/or teleconference meetings;
- Provide digital documentation for consulting services provided, to include, but not limited to, schedules, construction sketches, pictures, quotes, back up costs, etc.

Phase 2: CGA will retain and coordinate the services of a capable south Florida general contractor and provide the following limited services:

- Review the previous marine-only analysis and incorporate it into a full examination of all the work, provide additional constructability comments and prepare a comprehensive budget/OPC of the entire project inclusive of all upland work;
- Attend up to three (3) required virtual and/or teleconference meetings;
- Provide digital documentation for consulting services provided.

THE BAL HARBOUR EXPERIENCE

The engineering consulting services required to complement the design for the restoration of the Jetty and Cutwalk and is aligned with the elements in our vision for the Village and corresponds directly to the goals of the Bal Harbour Experience:

- Resiliency and Sustainable Community
- Safety
- Destination and Amenities
- Modernized Public Facilities + Infrastructure
- Exclusivity and Access
- Beautiful Environment

Our proposed design for the Jetty will have raised platforms as a feature to assist with the sea level rise, thereby, addressing the community goals for resiliency and sustainability. We have added railings and a covered canopy for a safe enjoyable experience, where the patrons can sit in the shade to enjoy the radiant vistas and the children can safely play at the water's edge. These waterside platforms and the cascading steps leading to the beach speak out to our goals for the Bal Harbour experience. The reconstruction of the Jetty and Cutwalk will make it an exclusive, world class destination and will provide a beautiful, memorable experiences for tourists and the local community alike.

CONCLUSION

Approval of this Resolution, will allow for the constructability review and cost estimating services required for the control of the projected construction cost during the design development phase. By proceeding in this manner, we will not create a delay in the timeline for completion and submission of the final design development documents for the Jetty/Cutwalk project. It is the appropriate stage of the development process to bring in additional review of this project. The services proposed will ensure that a marine contractor and our Village Engineers will provide proper input into the opinion of probable costs (OPC), as well as real time information on the constructability of the proposed project

by actual marine contractors. Any constructability or cost issues that identified, can be incorporated or corrected at this stage of the design process without adversely affecting the project design timeline or budget.

I have reviewed CGA Proposal No. 17-9868.41 for the requested services in the amount of forty-five thousand dollars ($45,000). Staff has negotiated the task fee proposal from $78,750 to $45,000 and has determined that the cost for the services requested is appropriate.

Based on my review, I am seeking your approval of this Resolution which authorizes the Village Manager to execute a Task Agreement with Calvin, Giordano and Associates, Inc. for the requested engineering consulting services.

Attachments:

1. EXHIBIT "A" - CGA Proposal No. 17-9868.41

RESOLUTION NO. 2020-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A CONSTRUCTION CONTRACT WITH JOHN BELL CONSTRUCTION INC, FOR THE SUPPLY OF ALL MATERIALS, EQUIPMENT AND LABOR FOR THE NEW PARKS AND PUBLIC SPACES OPERATIONS FACILITY REMODELING PROJECT IN THE AMOUNT NOT TO EXCEED ONE MILLION NINETY-ONE THOUSAND AND SEVEN HUNDRED SIXTY-THREE DOLLARS ($1,091,763) FOR BASE BID PLUS AN OWNER CONTINGENCY OF SEVEN PERCENT (7%) IN THE AMOUNT OF SEVENTY-SIX THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS ($76,423) AND ACCEPTING ALTERNATE NO. 6 FOR THE DEMOLITION OF THE EXISTING OPERATIONS FACILITY AND RECREATION CENTER IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIFTY-FOUR THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS ($154,425) AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE ALTERNATE NOS. 1, 2 AND 9 IN AN AMOUNT NOT TO EXCEED NINETY-FOUR THOUSAND, ONE HUNDRED FORTY-SEVEN DOLLARS ($94,147); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, ARM Architects PA completed the construction documents for the Operations Facility Remodeling project and Request for Proposal (RFP) No. 2020-001 was issued soliciting bids for the provision of the construction work; and

WHEREAS, John Bell Construction, Inc. (Bell) Construction submitted a bid in the amount not to exceed one million ninety-one thousand seven hundred sixty-three dollars ($1,091,763) base bid and an add alternate no. 6 for the demolition of the existing Operations Facility and Recreation Center in an amount not to exceed one hundred fifty-four thousand four hundred twenty-five dollars ($154,425) for the requested construction services; and

WHEREAS, staff recommends authorizing the Village Manager to negotiate for alternate nos.1, 2, and 9 in an amount not to exceed ninety-four thousand one hundred forty-seven dollars ($94,147) for a generator, landscape and irrigation system; and

WHEREAS, the Village will include an owner's contingency of seven percent (7%) in the amount of seventy-six thousand four hundred twenty-three dollars ($76,423) to address any unforeseen conditions; and

WHEREAS, staff has reviewed the bid, qualifications and references for completeness and conformance to the RFP and Contract Documents and has determined that Bell Construction has provided a responsive and responsible bid for the Project; and

WHEREAS, this Council has determined that it is in the best interest of the Village to enter into a construction contract with John Bell Construction, Inc. for the provision construction services as detailed within the bid documents in the amount not to exceed one million, ninety-one thousand, seven hundred sixty-three dollars ($1,091,763) base bid and accepting alternate no. 6 in an amount not to exceed one hundred fifty-four thousand four hundred twenty-five dollars ($154,425) and authorize the Village Manager to negotiate alternate nos.1, 2, and 9 in an amount not to exceed ninety-four thousand one hundred forty-seven dollars ($94,147).

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

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

Section 2. Agreement Approved. That the construction contract with John Bell Construction, Inc. in the amount not to exceed one million ninety-one thousand and seven hundred sixty-three dollars ($1,091,763) base bid including an alternate for the demolition of the existing Operations Facility and Recreation Center in an amount not to exceed one hundred fifty-four thousand four hundred twenty-five dollars ($154,425) for the requested construction services as described in substantially the form attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute the construction contract on behalf of the Village.

Section 3. Expenditure Approved. That the expenditure of identified budgeted funds for the for the provision of construction services as detailed within the PPS Operation Facility Remodeling Project bid documents in the total amount not to exceed one million three hundred forty thousand three hundred forty-five dollars ($1,246,188) plus an owner's contingency of seventy-six thousand four hundred twenty-three dollars ($76,423) and for the negotiation of alternate nos. 1, 2, and 9 in an amount not to exceed ninety-four thousand one hundred forty-seven dollars ($94,147) is hereby approved.

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

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

PASSED AND ADOPTED this 21st day of April, 2020.

_____
Mayor Gabriel Groisman

ATTEST:

_____
Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

JOHN BELL
CONSTRUCTION

WE STRIVE TO BE **SET APART**

JOHNBELLCONSTRUCTION.COM



PROJECT NAME: New Operation Facility

PROPERTY ADDRESS: 1840 NE 144th Street, North Miami, FL 33181

ARCHITECT: ARM Architect, P.A.

O. 305 458 5666 | INFO@**JOHN**BELL**CONSTRUCTION.COM**
260 PALERMO AVENUE, CORAL GABLES, FL 33134
JOHNBELL**CONSTRUCTION.COM**

SET APART

EXHIBIT A:
PROPOSAL

JOHN BELL CONSTRUCTION INC.

EXHIBIT A: Proposal

04/13/2020

Village of Bal Harbour - 655 96th Street, Bal Harbour, FL 33154
Attn: Mattie Reyes; **Phone:** 305-297-8549

Project Name: New Operation Facility
Project Address: 1840 NE 144th Street, North Miami, FL 33181

John Bell Construction, Inc. hereby proposes to furnish and install all scopes listed in Exhibit 'A' of this Proposal for the construction project located at the address above, as per drawings prepared by ARM Architect, P.A., dated 01/10/2020 (G-1.0, C-1, C-2, C-3, C-4, SP-1.0, LS-1.0, D-1.0, D-4.0, A-2.0, A-3.0, A-4.0, A-5.0, A-6.0, A-6.1 (2/27/2020), A-6.2 (2/27/2020), A-7.0 (02/27/2020), A-8.0, A-8.1); 02/27/2020 (A-1.0); 01/16/2020 (S-1, S-2, S-3, S-4, S-5, S-6), 09/19/2019 (E-0.1, E-1.0, P-1.0, P-2.0,); 10/09/2019 (E-2.0, E-3.0); 08/02/2019 (M100, M200, M201). ***John Bell Construction, Inc. acknowledges receipt of document RFP 2020-001 and Sample Construction Contract from the Village of Bal Harbour*.**

Total Contract Base Price (Incl. P&P Bond).....$1,091,763.00

Add Alternates:

1. *Furnish and install Generator.....$80,746.88*
2. *Furnish and install four (4) Live Oak Trees, (12' HT, 2" DBH, 45 Gal.).....$3,400.00*
3. *Concrete Curbs Scope (allowance).....$7,900.00*
4. *Re-stucco Building.....$36,791.00*
5. *Additional Allowance of $1.50/SF (incl. taxes) to meet $3.50/SF total for Tile Material Allowance.....$4,200.00*
6. *Demolition of Bal Bay Structure.....$154,424.88*
7. *Transfer of storage trailers.....$750.00/Each*
8. *Removal and transfer of fuel tank and vault (excluding pump out).....$9,000.00*
9. *Furnish and install Irrigation System [one (1) 1 HP Goulds Pump, one (1) 2" Well, two (2) zones with Rainbird Timer.....$10,000.00*

Payment Terms/John Bell Construction: % of completion upon progression based on SOV.

Please refer to next page for Proposed Value Engineering in effort to decrease price for Bal Bay Structure Demolition and to Division 02 for Scope & Exclusions. This proposal is valid for a period of no more than thirty (30) days. Please make sure to review and consider exclusions listed below. Should you require any clarifications or have any questions, please do not hesitate to contact us at (305) 458-5666.

John Bell Construction, Inc.: _____ Client: _____

_____ / _____

EXHIBIT B:
COST BREAKDOWN

JOHN BELL CONSTRUCTION

EXHIBIT B:
COST BREAKDOWN

Scope			Budget
Div 00-01:	General Conditions & General Requirements		**$62,700.00**
Div 02:	Site Construction		**$179,330.00**
Div 03-04:	Concrete & Masonry		**$259,475.00**
Div 05:	Metals		**$14,840.00**
Div 06:	Wood, Plastics & Composite Products		**$11,150.87**
Div 07:	Thermal & Moisture Protection *(Roof & Insulation)*		**$56,250.00**
Div 08:	Openings *(Exterior Doors & Windows)*		**$25,215.50**
Div 09:	Finishes		**$103,742.25**
Div 11:	Specialties		**$12,500.00**
Div 15:	Mechanical & Plumbing		**$82,586.00**
Div 16:	Electrical		**$87,270.96**
		SUBTOTAL	**$895,060.58**
	Insurance (General Liability & Workers Compensation)	1.00%	$8,950.61
	Overhead	10.00%	$89,506.06
	Fee	9.00%	$80,555.45
		SUBTOTAL	**$1,075,000.00**
	Payment & Performance Bond		$16,763.00
		TOTAL	**$1,091,763.00**

EXHIBIT C:
REFERENCES

SUPERMIX™

"The On Time Concrete Company" ®

February 13, 2020

RE: Village of Bal Harbour Operations Facility

To: Ms. Matilde E. Reyes, RA
Capital Program Manager

For your consideration, Central Concrete Supermix, Inc. is pleased to submit the following letter regarding our business relationship since April 2018 with Mr. Oscar Morejon, President of John Bell Construction, and personally since graduating from college.

During his time as a contractor and client of Central Concrete Supermix, Mr. Morejon has been, and continues to be, a valued and loyal customer of Supermix that has conducted his business in a professional and responsible manner.

Central Concrete Supermix, Inc. looks forward to a continued mutual relationship and would not hesitate to recommend Mr. Morejon as one of the top contractors to partner with.

Very Truly Yours,

Roy F MacRobert

Vice President of Sales
Supermix™
4300 SW 74 Avenue
Miami, FL 33155
Ofc: 305.262.3250 ext: 101
Fax: 305.264.0973
Cell: 305.218.3213
Concrete Dispatch: 305.264.7101
E-mail: Rmacrobert@supermix.com

February 13, 2020

RE: Village of Bal Harbour Operations Facility
To: Ms. Matilde E. Reyes, RA – Capital Program Manager

Ms. Reyes,

JAG Insurance Group, LLC is pleased to submit the following letter regarding our business relationship since May 2017 with Mr. Oscar Morejon, President of John Bell Construction.

During his time as a client of JAG Insurance Group, LLC, John Bell Construction has built an exceptional business relationship with us. Their loss prevention has proven to be extremely effective and during our relationship they have never filed a claim.

They are responsible in all of their practices. Whether that's the safety of their employees or making sure that all their safety procedures are up to date. They are truly the ideal client and we are proud to be able to grow alongside them. We guarantee they would be invaluable to your project and its success.

Please feel free to reach out to us if you have any questions.

Best Regards,

Fabiola San Miguel
Commercial Marketing Manager
P|F 305-842-3560
W www.jaginsgroup.com
A 999 Ponce De Leon Blvd, Suite 800 Coral Gables, FL 33134
E fsanmiguel@jaginsgroup.com

ALTER
SURETY GROUP
www.altersurety.com

February 13, 2020

RE: Village of Bal Harbour Operations Facility

To: Ms. Matilde E. Reyes, RA
Capital Program Manager

For your consideration, Alter Surety Group, Inc. is pleased to submit the following letter regarding our business relationship since 2018 with Mr. Oscar Morejon, President of John Bell Construction.

During his time as a client of ours, Mr. Morejon has been, and continues to be, a valued and loyal customer of Alter Surety Group, Inc. that has conducted his business in a professional and responsible manner. We have issued Bid, Performance & Payment Bonds for them which none have had any claim activity with the Surety at all. Their largest bond issued to date has been $1.3MM.

Alter Surety Group, Inc. looks forward to a continued mutual relationship and would not hesitate to recommend Mr. Morejon as one of the top contractors to partner with.

Sincerely,

Jonathan Bursevich
Resident Agent

5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-328-4838

EXHIBIT C: References

1. **Clinical Care Network, Inc.**
    a. Project: Clinical Care Network – Hialeah Center
    b. Contact #1 (Owner): Antonio “Tony” Diaz
    c. Phone: 305-984-9228
    d. Email: tonydiaz@clinicalcarenetwork.net
    e. Contact #2 (Regional Director): Christian Urrego
    f. Phone: 786-961-1134
    g. Email: currego@clinicalcarenetwork.net
2. **Oh My Gosh Brigadeiros**
    a. **Project:** Location #1 - 2205 SW 23rd Ave, Miami, FL 33145
    b. **Project:** Location #2 - 6912 Biscayne Boulevard, Miami, FL 33138
    c. **Contact:** Luciano Brilho
    d. **Phone:** 305-986-5967
    e. **Email:** lucianobrilho@omgbrigadeiros.com
3. **Project: Law Offices of Hoffman & Hoffman**
    a. Contact: Teresa Hoffman, Esq.
    b. Phone: 305-372-2875
    c. Email: teresa@hoffmanpa.com

_____ / _____

4. **Andale Group, LLC**

    a. Project: 3600 Grand Ave

    b. Project: 3120 Commodore Plaza

    c. Contact: Dan Azel

    d. Phone: 305-209-0554

    e. Email: dan@andalegroup.com

5. **Project: 1307 Lauderdale**

    a. Contact: Douglas Rush

    b. Phone: 954-540-5228

    c. Email: douglas.rush@relatedgroup.com

6. **Project: Sunset 6990**

    a. Contact: Danny Onate

    b. Phone: 305-975-3174

    c. Email: danonate@gmail.com

7. **Project: Fitzpatrick**

    a. Contact: Daniel Sandoval

    b. Phone: 305-305-0555

    c. Email: dan@windready.com

8. **Project: Royal Poinciana**

    a. Contact: Francisco Oses

    b. Phone: 305-751-7773

    c. Email: osesf@biwiron.com

    d. Contact: Gypsy Bachiller

    e. Phone: 786-473-3194

    f. Email: gbachiller@biwiron.com

_____ / _____

9. **Project: Escobar**

    a. Contact: Dr. Hernando E. Chong, DO

    b. Phone: 305-904-0508

    c. Email: hernandochong@bellsouth.net

10. **Miami World Center (Coastal-Tishman)**

    a. Project: Block D East

        i. Contact: Paul Rosen

        ii. Phone: 305-283-3688

        iii. Email: paul.rosen@coastaltishman.com

    b. Project: Block G

        i. Contact: Bill Hudak

        ii. Phone: 917-681-0227

        iii. Email: bill.hudak@coastaltishman.com

    c. Project: Paramount

        i. Contact: Kevin Davis

        ii. Phone: 305-559-4900

        iii. Email: kevin.davis@coastaltishman.com

11. **SLS Gables Holdings, LLC**

    a. Project: 260 Palermo

    b. Project: 909 Greenway

    c. Project:1540 Mercado

    d. Contact: Mike Sheehan

    e. Phone: 786-352-7377

    f. Email: msheehan@slsfire.com

_____ / _____

12. **MJM Structural Corp.**

    a. Project: Caribbean Village

    b. Contact: Jimmy Froimzon

    c. Phone: 954-818-7431

    d. Email: jfroimzon@gmail.com

Business References

1. **Melissa Rosado** – GL & Commercial Auto Insurance Agent (JAG Insurance Group)

    a. Phone: 305-300-6055

    b. Email: mrosado@jaginsgroup.com

2. **Staci Merchant** – Worker's Comp Insurance Agent (Merchant Insurance Solutions)

    a. Phone: 305-804-2989

    b. Email: smerchant@merchantinsurancesolutions.com

3. **Jonathan Bursevich** – Surety Agent (Alter Surety Group)

    a. Phone: 954-736-7643

    b. Email: jonathan@altersurety.com

4. **Jason Goff** – Supplier (Florida Concrete Unlimited)

    a. Phone: 305-986-3634

    b. Email: jag@fcuinc.net

5. **Joel Alonso** – Supplier (John Abell Corp)

    a. Phone: 305-393-5958

    b. Email: alonso@johnabellcorp.com

6. **Daniel Sandoval** – Trade Partner/Supplier (Wind Ready Inc.)

    a. Phone: 305-305-0555

    b. Email: dan@windready.com

_____ / _____

7. **Ryan Hale** – Supplier (G. Proulx Building Products, LLC)
    a. Phone: 954-922-1429
    b. Email: ryanh@gpbpllc.com
8. **Marcos Miranda** – Supplier (Sherwin Williams)
    a. Phone: 786-228-0647
    b. Email: marcos.a.miranda@sherwin.com
9. **Cesar Chirinos** – Banker (JP Morgan Chase)
    a. Phone: 786-501-1143
    b. Email: cesar.chirinos@chase.com
10. **Roy F. Mac Robert** – Supplier (Supermix)
    a. Phone: 305-218-3213
    b. Email: rmacrobert@supermix.com
11. **Hector Martinez** – Supplier (Supermix)
    a. Phone: 786-402-7339
    b. Email: hmartinez@supermix.com
12. **Daniel Martinez** – Supplier (United Rentals)
    a. Phone: 305-796-3580
    b. Email: Dmartinez3@ur.com
13. **Jack Balaguer** – Supplier (Jobsite Solutions Corp.)
    a. Phone: 786-536-5351
    b. Email: sales@jobsitesolutions.com
14. **Raymond Nel** – Safety Training Consultant (Safety Training Consulting & Labor)
    a. Phone: 754-244-8018
    b. Email: raymond@stcandl.com

_____ / _____

15. **Tony Fernandez** – Architect
    a. Phone: 305-461-1995
    b. Email: afern@bellsouth.net
16. **Jennifer Jarquin Levin** – Architect (CLAD Global)
    a. Phone: 305-442-3118
    b. Email: jennifer@cla-d.com
17. **William Hamilton Arthur** – Architect (WHAA, Inc.)
    a. Phone: 305-298-6123
    b. Email: info@whaiv.us
18. **Dianelis Montera** – Architect (MG Design Construction, Inc.)
    a. Phone: 305-218-8589
    b. Email: dm.mgdesign@gmail.com

_____ / _____

SET APART

EXHIBIT D:
QUALIFICATION STATEMENT

JOHN BELL CONSTRUCTION INC.

QUALIFICATION STATEMENT

INTRODUCTION

John Bell Construction, Inc will submit a responsive and responsible bid for the Bal Harbour Shops Operations Facility. Below is a list of previously completed projects, references, qualifications and the Project Team Leaders, who will head the efforts of performing the work in the event John Bell Construction, Inc. is awarded this project. Additionally, we've also included the roles, experience and qualifications of the Executive Team. We, as John Bell Construction, Inc. are exceptionally confident in our team's ability to perform well above expectations. Our group's experience and background will certainly translate to completing the project at hand safely, on time and within budget.

COMPLETED PROJECTS OF SIMILAR SIZE AND REFERENCES:

Clinical Care Network, Inc. - $2,200,000

Project Name: Clinical Care Network – Hialeah Center

Location: 4980 W. 10th Ave, Hialeah, FL 33012

Scope:

Renovation, remodel and buildout of 14,000 Sq. Ft. Medical Facility (incl. X-Ray Rooms, Medical Exam Rooms, Dental X-Ray, Dental Chairs, Optometry Center, Community/Activity Center, Offices, Commercial Kitchens, etc.)

Civil/Site Construction/Demolition, Concrete & Masonry (window openings, new footings and structural reinforcement), Exterior & Interior Railings, Millwork, Cabinetry, Decorative Cladding, etc., Complete Re-roof, new windows, exterior doors, interior glass & glazing, fire-rated, etc.), new finishes, complete commercial build-out, turnkey, move-in ready, new specialties, bath accessories, locker rooms, etc., new lab and medical equipment, refurbishing of Elevator System, new Mechanical, Electrical and Plumbing, including Fire Alarm and Fire Sprinkler.

Contact #1 (Owner): Antonio "Tony" Diaz

Phone: 305-984-9228

Email: tonydiaz@clinicalcarenetwork.net

Contact #2 (Regional Director): Christian Urrego

Phone: 305-785-5442

Duration: 10 Months (3 Months ahead of schedule) 01/2019 – 11/2019

BEFORE:



AFTER:



Andale Group, LLC - $535,000

Project Name: 3120 Commodore Plaza

Location: 3120 Commodore Plaza, Coconut Grove, FL 33133

Scope:

Complete renovation and remodel of 2-story commercial building, 8,000 Sq. Ft., 100% demolition of existing restaurant and lounge interiors, entire roof, front façade, civil/site construction, structural renovation and reinforcing of existing building and new front façade, millwork, complete Re-roof, new windows and exterior doors, new finishes, complete build-out, new mechanical, electrical and plumbing.

Contact: Dan Azel

Phone: 305-209-0554

Email: dan@andalegroup.com

Duration: 5 Months (1 month ahead of schedule) 04/2018 – 09/2018



3120 Commodore Plaza

Law Offices of Hoffman & Hoffman - $317,000

Project: Downtown Office Build-out

Location: 66 West Flagler Street, 3rd Floor, Miami, FL 33130

Scope:

Complete Commercial Office Buildout of 2,500 Sq. Ft. 3rd Floor for a Law Firm located in Downtown, Miami, involving most trades – Divisions 00, 01, 02, 06, 09, 10, 11, 15 (including Fire Suppression), and 16. This was a fully occupied and functional 12-story building operating 24/7. Due to building regulations, the work hours were after hours – 5:30 PM to 6:00 AM. The site and common areas were protected at all times and dust collection was managed with equipment such as AHCA approved air filters, etc.

Contact: Teresa Hoffman, Esq. **Phone**: 305-372-2875 **Email**: teresa@hoffmanpa.com

Duration: 5 Months (01/2019 – 06/2019)

BEFORE:



AFTER:



SLS Gables Holdings - $155,000

Project: 260 Palermo

Location: 260 Palermo Ave, Coral Gables, FL 33134

Scope:

40 Year Recertification, structural repairs and concrete restoration, commercial build-out and tenant improvement of 7,000 Sq. Ft.

Contact: Alex Quevedo **Phone**: 305-799-5712 **Email**: aquevedo@slsfire.com

Duration: 9 Months (07/2017 – 04/2018)

City of Coral Gables - $20,000

Project #1: Meter Posts

Location: Various locations throughout the City of Coral Gables.

Scope:

Removal of 300 parking Meter Posts, patching, repairing and refinishing of sidewalks.

Contact: Miguel De La Rosa **Phone**: 305-733-0036 **Email**: mdelarosa2@coralgables.com

Duration: 3 weeks (1 month ahead of schedule)

Project #2: Monegro Street Ends

Location: City of Coral Gables / City of Miami City Limits at Romano Ave, Cadima Ave, Aledo Ave, Sarto Ave, and Camilo Ave.

Scope:

New construction of decorative street end entrances built of columns and gates, site demolition/site construction, electrical (incl. coordination with FPL), concrete & masonry, miscellaneous metals (incl. engineering)

Contact: David Galeano

Phone: 305-460-5017 **Email**: dgaleano@coralgables.com

EXECUTIVES & KEY PERSONNEL RESUME/EXPERIENCE:

OSCAR MOREJON

President, Owner, Qualifier



Oscar drives the direction and strategy of the company on many different fronts. Not only is he constantly thinking of and working out ways to perform projects safer, more efficiently and effectively, but he also provides the leadership and necessary resources to offer stronger client service as well as maintain a solid company culture, brand and future opportunities.

Previous Experience:

Suffolk Construction (May 2012 – May 2016)

Lead Superintendent

Project: Met III (Downtown Miami, FL)

- High-rise New Construction
- Parking Garages.
- High-end Restaurants, Finishes & Buildouts.
- First Aid/CPR Certified.
- Certified Post-tension Installer, Inspector and OSHA 30.

Years of Experience:

John Bell Construction, Inc. – 4 Industry - 15

Education:

Florida International University (2008 – 2012)

Bachelor of Science in Construction Management

Certified General Contractor CGC1524390

ALBERT FAZ

Vice President



Among project-related duties, Albert is the company's acting Chief Financial Officer. He ensures financial resources and accounting practices are to date and 100% compliant. His focus and leadership of this department brings stability and soundness for the company's future, but also the ability to serve our clients with the upmost confidence in job performance. From bonding capacity to qualified, competent and proven subcontractor practices, Albert stays connected along the way.

Education:

Long Island University (2009 – 2014)

Master's Degree in Accounting (2009 – 2014)

JAZZ MACHIN

Vice President



Jazz helps oversee and lead the Preconstruction efforts. With his background in Business Development and Human Resources, his experience lends itself to heading the strategy around people. Jazz and his team focus on client relations, marketing, proposal presentation, contract negotiation and operational/opportunity organization with the goal of the highest level of client service possible. Jazz also leads recruiting and staffing.

Education:

Lynn University (2009 – 2011)

Bachelor of Science in Business Administration/Marketing

University of Tampa (2007 – 2009)

Proposed Project Team

ROBERTO CORDESCHI

Superintendent



As Superintendent, Rob oversees, manages and documents all day-to-day job site activities including OSHA safety compliance. He is also responsible for the management and coordination of on-site construction. Rob directly manages the maintenance of the construction schedule and flow of construction activities by trade.

John Bell Construction, Inc. Projects:

Monegro Street End (City of Coral Gables)

New construction of decorative street end entrances built of columns and gates (incl. site demolition/site construction, electrical – coordination with FPL - concrete & masonry, engineering and misc. metals.

Schneider Residence (Pinecrest)

New Construction/Custom Home (8,000 Sq. Ft.)

Mariola Residence (Coral Gables)

Complete Interior & Exterior Remodel / Renovation (10,500 Sq. Ft).

Years of Experience:

John Bell Construction, Inc. – 1

Industry – 18

Projects:

All Aboard Florida (AAF)/2 Miami Central (LEED)

New Construction of Train Station, Commercial High Rise, Condominiums and Office Space.

Parkline Towers 2/3 (Miami, FL)

High-rise Commercial New Construction.

Other Projects to Highlight (2,500 – 20,000 Sq. Ft.):

Brasserie Restaurant Merrick Park (Coral Gables)

MUSWI Medical Office Coral Gables

ESRI Logistics (Coral Gables)

3081 Salzedo Building (Coral Gables)

Aroma Café Dadeland (Miami)

Hermes Paris Midtown (Miami)

Max Studio Sawgrass (Sunrise)

Original Penguin Sawgrass (Sunrise)

Taverna Opa Brickell

Victoria's Secret Broward Mall (Ft. Lauderdale)

Credit Agricole Bank Brickell

CHRISTIAN MUNOZ

Project Manager



As Project Manager, Chris is responsible for the administration of all contractual and procurement-related requirements for the project. Chris also maintains the project budget and baseline schedule. He oversees the processing of subcontractor agreements, purchase orders, shop drawing logs, submittal packages and other important project documentation, including procurement items directly with the client.

John Bell Construction, Inc. Projects:

Clinical Care Network Hialeah

Renovation of Commercial Medical Facility (14,000 Sq. Ft.)

Monegro Street End (see above for details)

Venetian Pool (Coral Gables)

Historic Commercial Pool Renovation (25,000 Sq. Ft.)

Mariola Residence (see above for details)

Jefferson Residence (Coconut Grove)

New Construction/Custom Home (5,500 Sq. Ft.)

Schneider Residence (see above for details)

Montoya Residence (Miami Beach)

Residential Remodel and Addition of Mezzanine Level

Years of Experience:

John Bell Construction, Inc. – 2

Industry – 14

Projects to Highlight (5,000 – 50,000 Sq. Ft.):

Remodels – Renovations – Additions:

T4 Airport Renovation (Ft. Lauderdale)

Miami Palmetto Senior High School

South Miami Senior High School

Rainbow Park Elementary (LEED) (Miami Gardens)

Madie Ives Middle School (Miami Gardens)

Ritz Carlton Residences (Miami Beach)

High-end Condominium Renovation & Remodel:

Millicentro Tower (Miami)

Commercial Buildouts:

Maui Waui Smoothie (Boynton Beach)

Giraffas Brazilian Steakhouse (Aventura)

Penguin Clothing Store (Aventura)

Miami Health Clinic

Wellington Warehouse (Miami)

Dade Traffic School (Miami)

Single & Multi-family New Construction:

Victoria Park Townhomes (Ft. Lauderdale)

Villa Las Rosa Complex (Homestead)

Brokowski Residence (Palmetto Bay)

Palmer Residence (Coconut Grove)

EXHIBIT E

BAL HARBOUR

- VILLAGE -

REQUEST FOR PROPOSAL

OPERATIONS FACILITY REMODELING PROJECT

RFP 2020-001

BID ISSUANCE DATE: JANUARY 23, 2020

BID DUE DATE AND TIME: FEBRUARY 11, 2020 BY 3:00 PM

ISSUED BY:

VILLAGE OF BAL HARBOUR
655 -96th Street, Bal Harbour, FL 33154

305-993-7310
BALHARBOURFL.GOV

BAL HARBOUR

- VILLAGE -

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Appendix A – Proposal Certification, Questionnaire & Affidavit

Appendix B – Sample Construction Contract

PUBLIC NOTICE

Sealed proposals, as detailed herein, will be received until 3:00 PM on, FEBRUARY 11, 2020, at the above listed address.

ANY PROPOSAL RECEIVED AFTER 3:00 PM ON THE PROPOSAL DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED, AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING PROPOSALS BEFORE THE STATED TIME AND DATE IS SOLELY THE RESPONSIBILITY OF THE PROPOSER. THE VILLAGE WILL NOT BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR ANY OTHER ENTITY OR OCCURRENCE.

Proposers are hereby advised that this RFP is subject to the following ordinances/resolutions, which may be found on the Village of Bal Harbour website: www.balharbourfl.gov.

- CONE OF SILENCE..... VILLAGE CODE SECTION 2-4
- LOBBYIST REGISTRATION ..... VILLAGE CODE SECTION 2-301

All questions or requests for clarifications must be received by the Capital Program Manager, Matilde Reyes, mreyes@balharbourfl.gov no later than **ten (10) calendar days** prior to the scheduled RFP due date. The Village Clerk, Dwight Danie ddanie@balharbourfl.gov, must copied on any question or comment submitted in response to this RFP. All responses to questions/clarifications will be sent to Proposers in the form of a written addendum.

THE VILLAGE OF BAL HARBOUR RESERVES THE RIGHT TO ACCEPT ANY PROPOSAL DEEMED TO BE IN THE BEST INTEREST OF THE VILLAGE, OR WAIVE ANY IRREGULARITY AND/OR INFORMALITY IN ANY PROPOSAL, OR REJECT ANY AND/OR ALL PROPOSALS.

Sincerely,

Matilde E. Reyes, RA
Capital Program Manager
Village of Bal Harbour

NOTICE OF NO RESPONSE

If not submitting a Proposal at this time, please detach this sheet from the RFP documents, complete the information requested, and return to the address listed above.

NO PROPOSAL SUBMITTED FOR REASON(S) CHECKED AND/OR INDICATED:

___Not responding due to workload issues

___Not responding due to minimum qualifications requirements

___Not responding due to scope of services

___Not responding due to project's size and/or complexity

___OTHER. (Please specify) _____

We do___do not_____want to be retained on your mailing list for future proposals for the type or product and/or service.

Signature: _____

Title: _____

Company: _____

Feedback

The Village of Bal Harbour is interested in continuously improving the process through which it acquires required goods and services. Your feedback is important. Please provide any comments or suggestions which may assist the Village in this endeavor, including information on requirements, timelines, and solicitation forms.

_____

_____

_____

_____

_____

_____

SECTION I - OVERVIEW AND PROPOSAL PROCEDURES

A. INTRODUCTION / BACKGROUND

The Operations Facility Renovation Project scope of work is for the remodeling and renovation of an existing warehouse facility purchased by the Village and is located at 1840 NE 144 Street, in the City of North Miami. The site currently has the warehouse building and existing parking lot and has access to the property from the south and north. The facility will provide approximately 17,500 sq. ft. of office and warehouse space and parking for staff and Village fleet vehicles.

B. PROJECT OVERVIEW

1. The Village of Bal Harbour (BH) intends to renovate and remodel a newly acquired existing building with office/warehouse space located at1840 NE 144 Street, North Miami, Florida to utilize as their Parks & Public Spaces Public Works Operations Annex that will include an Emergency Operation Center (EOC) and a Police Department (PD) training area.
2. This is a complete renovation/remodeling project to house Public Works/Operations staff permanently and provide for the relocation of the PD training area currently housed in a portable building. The building will also include an area dedicated for use as EOC in the event of a storm event when our essential personnel are evacuated from the Village offices. The approximate square footage of the building is 5,618 S.F and it was built in 1954.
3. The scope will also include the **Demolition of the existing Parks office (small residential structure) and Operations Facility located at 16/18 Bal Bay Drive, Bal Harbour, Florida**. Plans will be issued as addendum. Existing weather prediction antennae will remain operational FPL existing panel relocation (includes security access module and power for existing Park).
4. Provision of future modular building to house Park staff temporarily will be a separate contract. Modular building requires alarm system (may relocate existing), therefore some power and alarm system wiring may be kept.
5. Existing Children's Playground and Basketball Court will remain for demolition by Community Center project contractor as the construction of the new park project progresses. Electrical (Panel "P) to these areas must remain until final demolition is completed. In addition, power should remain for a couple of security existing light poles (Panel "P").

C. PROJECT ACTIVITIES

1. The entire activity of the project will follow the following sequence of events:

   Site Visit

   Proposal Submission

   Contract Negotiation

   Council Approval

   Notice to Proceed (Insurance, bond and other required documents shall be submitted prior to NTP issuance)

2. Project Phasing:

   Phase I – New Operations Facility Remodeling

   Phase II - Existing Parks & Public Spaces Facilities Demolition located at 16-18 Bal Bay Drive, Bal Harbour (after substantial completion of the Operation Facility and all Parks and Public Works staff have moved to the newly remodeled facility).

It is the Village's goal to negotiate a mutually acceptable contract with a construction firm, which is to be responsible for construction project scheduling and coordination of construction phasing as applicable and for the successful, timely, and economical completion of the project.

D. PROJECT BUDGET

The approximate project budget is $850,000

E. TIMETABLE

The **tentative schedule** for this BID is as follows:

BID Documents Issued	January 23, 2020
Site Meeting	January 24, 2020
Deadline for Receipt of Questions	February 11, 2020
Proposals Due	February 21, 2020
Evaluation Committee Review	February 24, 2020
Tentative Council Approval Awarding Contract	March 17, 2020
Construction Notice to Proceed 1	March 18, 2020
Construction Notice to Proceed 2 (180 cal. days)	April 1, 2020
Construction Substantial Completion	September 27, 2020

F. PROPOSAL SUBMISSION DUE DATE

An original and two (2) copies of complete Proposals, must be received **no later than 3:00 p.m. on the dated stated in Section 1(E)**, at the following address:

VILLAGE OF BAL HARBOUR
c/o Matilde E. Reyes
655 -96th Street, Bal Harbour, FL 33154

The original and all copies, including the electronic copy, must be submitted in a sealed package clearly noted with the Proposer's name, address, and RFP number and title. **No facsimile, electronic, or e-mail Proposals will be considered.**

THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL IN RESPONSE TO THIS RFP, ON OR BEFORE THE STATED TIME AND DATE, WILL BE SOLELY AND STRICTLY THAT OF THE PROPOSER. THE VILLAGE WILL IN NO WAY BE RESPONSIBLE FOR DELAYS CAUSED BY MAIL, COURIER SERVICE, OR BY ANY OTHER ENTITY OR OCCURRENCE.

ANY PROPOSAL RECEIVED AFTER STATED DUE DATE WILL BE RETURNED TO THE PROPOSER UNOPENED. PROPOSALS RECEIVED AFTER THE RFP DUE DATE AND TIME WILL NOT BE ACCEPTED AND WILL NOT BE CONSIDERED.

C. PRE-PROPOSAL SITE MEETING

A Pre-Proposal Site Meeting will be held on the date noted in Section 1(B) **at 2:00 p.m. Friday January 24th, 2020** at the following address: **Village of Bal Harbour - New Operation Facility 1840 NE 144 Street, North Miami, Florida.**

Attendance (is encouraged and recommended as a source of information, but is **not** mandatory.

D. CONTACT INFORMATION

Contact: Matilde Reyes	Telephone: 305-297-8549	Email:Mreyes@balharbourfl.gov

Requests for additional information or requests for clarifications must be made **in writing.** Please send all questions and/or requests for clarifications to the contact named above, with a copy to the Village Clerk's Office at ddanie@balharbourfl.gov, no later than the date specified in the RFP timetable.

E. RESPONSE TO QUESTIONS & ADDENDUM TO RFP

The Village project contact will issue replies to inquiries and any other corrections or amendments, as deemed necessary, in written addenda issued prior to the deadline for responding to the RFP. Proposers should not rely on representations, statements, or explanations (whether verbal or written), other than those made in this RFP or in any written addendum to this RFP. **Proposers should verify with Matilde Reyes, Capital Program Manager, prior to submitting a Proposal that all addenda have been received**.

F. METHOD OF AWARD

All Proposals will be considered by the Village Manager who may recommend to the Village Council the proposer(s) s/he deems to be in the best interest of the Village or may recommend rejection of all proposals. The Village Manager's recommendation including the following:

(1) Proposal price and price for alternates;

(2) The ability, capacity and skill of the proposer to perform the contract;

(3) Whether the proposer can perform the contract within the time specified, without delay or interference;

(4) The character, integrity, reputation, judgment, experience and efficiency of the proposer;

(5) The quality of performance of previous contracts;

The Village Council shall consider the Village Manager's recommendation and may approve such recommendation. The Village Council may also, at its option, reject the Village Manager's recommendation and select another Proposal or Proposals which it deems to be in the best interest of the Village of Bal Harbour, or it may also reject all Proposals.

G. MODIFICATION/WITHDRAWALS OF PROPOSALS

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered.

Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the Proposal due date, or after expiration of **180** calendar days (and **200 days** for the demolition scope of work for the 16/18 Bal Bay property from the opening of Proposals without a contract award. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

H. RFP POSTPONEMENT/CANCELLATION/REJECTION

The Village may, at its sole and absolute discretion, reject any and all, or parts of any and all, Proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this

RFP, or in any Proposals received as a result of this RFP.

I. COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the Village.

J. EXCEPTIONS TO RFP

Proposers must clearly indicate any exceptions they wish to take to any of the terms in this RFP, and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the RFP to which Proposer took exception to (as said term and/or condition was originally set forth on the RFP).

K. FLORIDA PUBLIC RECORDS LAW

Proposers are hereby notified that all Proposals including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the Village provides notice of an intended decision or until thirty (30) days after opening of the Proposals, whichever is earlier.

L. NEGOTIATIONS

The Village reserves the right to enter into further negotiations with the selected Proposer. Notwithstanding the preceding, the Village is in no way obligated to enter into a contract with a Proposer in the event the parties are unable to negotiate a contract price successfully. It is also understood and acknowledged by Proposers that by submitting a Proposal, no property interest or legal right of any kind shall be created at any time until and unless a contract has been agreed to; approved by the Village; and executed by the parties.

M. OBSERVANCE OF LAWS

Proposers are expected to be familiar with, and comply with, all Federal, State, County, and Village laws, ordinances, codes, rules and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, may affect the scope of services and/or project contemplated by this RFP (including, without limitation, the Americans with Disabilities Act, Title VII of the Civil Rights Act, the EEOC Uniform Guidelines, and all EEO regulations and guidelines). Ignorance of the law(s) on the part of the Proposer will in no way relieve it from responsibility for compliance.

N. CONFLICT OF INTEREST

All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Village of Bal Harbour. Further, all Proposers must disclose the name of any Village employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

O. PROPOSER'S RESPONSIBILITY

Before submitting a Proposal, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

P. RELATIONSHIP TO THE VILLAGE

It is the intent of the Village, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer's employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the Village.

Q. COMPLIANCE WITH THE VILLAGE 'S LOBBYIST LAWS

This RFP is subject to, and all Proposers are expected to be or become familiar with, all Village lobbyist laws. Proposers shall be solely responsible for ensuring that all Village lobbyist laws are complied with, and shall be subject to any and all sanctions, as prescribed therein, including, without limitation, disqualification of their Proposals, in the event of such non-compliance.

R. PUBLIC ENTITY CRIMES

In accordance to Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate of the contractor, or other provider, who have been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to the Village (see Village construction contract)

SECTION II –MINIMUM QUALIFICATIONS REQUIREMENTS

1. Firm must be a licensed General Contractor in the State of Florida.
2. Firm must document approximately ten (5) years of experience in Projects this size.
3. Firm must have successfully completed at least seven (3) projects of similar scope, size and complexity.
4. Superintendents must have a minimum of fifteen (15) years of experience approximately in the management of similar projects. Furthermore, this individual should have served as Superintendent on a minimum of three (3) previous projects of similar size and complexity.

SECTION III – SCOPE OF SERVICES

The Scope of Services shall include, without limitation, all of the Services set forth below and, upon approval by the Village of the Contract Price, and as contemplated in any Add Alternates selected or Contract Amendments, and such other amendment(s) as necessary to fix and describe the parties' respective rights and responsibilities with respect to the Work and the Project, all of the Construction Services required to complete the Work in strict accordance with the Contract Documents, and to deliver the Project to the Village at or below the Contract price , when established, and within the Contract time.

ALTERNATES:

1. Generator
2. Demolition of existing facility at 16/18 Bal Bay Drive (plans will be submitted via addenda)

SECTION IV– SPECIAL TERMS AND CONDITIONS: INSURANCE REQUIREMENTS

The Provider shall furnish to the Village of Bal Harbour, 655 – 96th Street, Bal Harbour, Florida 33154, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute.

B. Commercial General Liability Insurance on a comprehensive basis, including Personal Injury Liability, Products/Completed Operations, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Village of Bal Harbour must be shown as an additional insured with respect to this coverage.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Village.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

CERTIFICATE HOLDER MUST READ:

VILLAGE OF BAL HARBOUR
655 – 96 STREET
MIAMI BEACH, FL 33154

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

SECTION V– GENERAL CONDITIONS

1. **GENERAL TERMS AND CONDITIONS.** It is the responsibility of the Proposer to become thoroughly familiar with the Proposal requirements, terms and conditions of this solicitation. Ignorance by the Proposer of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the Village, or the compensation to be paid to the Proposer.

2. **DEFINITIONS.** The following words, terms and phrases, when used, shall have the meanings ascribed to them except where the context clearly indicates a different meaning.
   a. **Proposal –** shall refer to any offer(s) submitted in response to this solicitation.
   b. **Proposer /Contractor/Offeror –** Any individual, firm, or corporation submitting a proposal for this Project acting directly or through a duly authorized representative.
   c. **Proposal Solicitation –** shall mean this solicitation documentation, including any and all addenda.
   d. **Proposal Submittal Form –** defines the requirement of items to be purchased, and must be completed and submitted with Proposal. The Proposer should indicate its name in the appropriate space on each page.
   e. **Village** – shall refer to Village of Bal Harbour, Florida
   f. **Village Council** - Village Council shall mean the governing and legislative body of the Village.
   g. **Village Manager** - Village Manager shall mean the Chief Administrative Officer of the Village.
   h. **Comparable Facility -** A facility that, when considering size, use, revenue, and other applicable criteria.
   i. **Controlling Financial Interest** - means the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm.
   j. **Domestic Partner:** The term Domestic Partner shall mean any two
      (2) adults of the same or opposite sex, who have registered as domestic partners with a government body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one of the domestic partners. A Contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partner who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership exists.
   k. **Enrolled Vendor** – shall refer to a firm that has completed the Village of Bal Harbour Pre-Qualification process and has satisfied all requirements to enter into a business agreement with the Village.
   l. **Evaluation Committee -** A committee of individuals appointed by the Village Manager that may include Village personnel, residents, industry experts and other individuals whose purpose is to evaluate the proposals received in response to this RFP and who may make a non-binding recommendation to the Village Manager on the selection of a short-list of proposer (s) who the Village Manager, at his or her discretion, may present to the Village Council for consideration and, if approved by the Village Commission, who may be further considered during the contract negotiation phase.
   m. **Firm** - means a corporation, partnership, business trust or any legal entity other than a natural person.
   n. **Negotiation Team -** A committee of individuals appointed by the Village Manager that may include Village personnel, residents, industry experts and other individuals whose purpose is to negotiate a contract, after Village Council has approved a short-list of proposer (s), and who may make a non-binding recommendation to the Village Manager on the selection of short-listed proposer (s) who the Village Manager, at his or her discretion, may present to the Village Commission for consideration and final award.
   o. **Successful Proposer** – shall mean the Proposer (s) recommended for award.
   p. **Term Applicant** – shall mean an individual, partnership, or corporation, which submits an application in response to this solicitation.
   q. **Responsible Proposer :** A proposer who is qualified, as determined by the Village , on the basis of the following criteria:
      - Whether the proposer can perform the contract within the time specified, without delay or interference.
      - The character, integrity, reputation, judgment, experience and efficiency of the proposer.
      - The quality of performance of previous contracts.
      - The previous and existing compliance by the proposer with laws and ordinances relating to the contract.
   r. **Responsive Proposer -** A proposer whose submittal is determined by the Village to be in conformance with the conditions, requirements, and specifications detailed in the specifications.
   s. **Vendor** - a person and/or entity, which has been selected by the Village as the successful proposer on a present or pending proposal for goods, equipment or services, or has been approved by the Village on a present or pending award for goods, equipment or services, prior to or upon execution of a contract, purchase order or standing order.
3. **PRICES QUOTED.** Deduct trade discounts and quote firm net prices. Give both unit price and extended total, when requested. Prices must be stated in units of quantity specified in the proposalding specifications. In case of discrepancy in computing the amount of the proposal, the UNIT PRICE quoted will govern. All prices must be F.O.B. destination, freight prepaid (unless otherwise stated in Special Conditions). Discounts for prompt payment; The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation. Proposer s are requested to provide prompt payment terms in the space provided on the Proposal submittal signature page of the solicitation. Award, if made, will be in accordance with terms and conditions stated herein. Each item must be proposal separately, and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of proposal(s).
4. **TAXES.** The Village of Bal Harbour is exempt from all Federal Excise and State taxes.
5. **MISTAKES.** Proposer s are expected to examine the specifications, delivery schedules, proposal prices, and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at the proposer's risk and may result in the proposal being non-responsive.

6. **CONDITION AND PACKAGING.** Proposer guarantees items offered and delivered to be the current standard production model at time of proposal and shall offer expiration dating of at least one year or later. Proposer also guarantees items offered and delivered to be new, unused, and free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly at no charge to the Village of Bal Harbour, for the manufacturer's standard warranty but in no case for a period of less than 12 months from date of acceptance. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

7. **UNDERWRITERS' LABORATORIES.** Unless otherwise stipulated in the Proposal, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

8. **VILLAGE 'S RIGHT TO WAIVE OR REJECT PROPOSALS.** The Village Council reserves the right to waive any informalities or irregularities in this Proposal; or to reject all proposals, or any part of any proposal, as it deems necessary and in the best interest of the Village of Bal Harbour.

9. **EQUIVALENTS.** If a proposer offers makes of equipment or brands of supplies other than those specified in the Proposal specifications, he must so indicate in his proposal. Specific article(s) of equipment/supplies shall conform in quality, design and construction with all published claims of the manufacturer.

10. The proposer shall indicate in the Proposal Form the manufacturer's name and number if proposing other than the specified brands, and shall indicate ANY deviation from the specifications as listed in the Proposal. Other than specified items offered requires complete descriptive technical literature marked to indicate detailed conformance with specifications, and MUST BE INCLUDED WITH THE PROPOSAL. NO PROPOSALS WILL BE CONSIDERED WITHOUT THIS INFORMATION.

11. Lacking any written indication of intent to quote an alternate brand or model number, the proposal will be considered as a proposal in complete compliance with the Proposal specifications.

12. Note as to Brand Names: Catalog numbers, manufacturers' and brand names, when listed, are informational guides as to a standard of acceptable product quality level only and should not be construed as an endorsement or a product limitation of recognized and legitimate manufacturers. Proposer s shall formally substantiate and verify that product(s) offered conform with or exceed quality as listed in the specifications.

13. **EMERGENCY RESPONSE PRIORITY.** It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of force majeure that the Village of Bal Harbour, Florida shall receive a "First Priority" for any goods and services covered under any award resulting from this solicitation, including balance of line items as applicable. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the Village By virtue of submitting a response to this solicitation, vendor agrees to provide all award-related goods and services to the Village on a "first priority" under the emergency conditions noted above.

14. **NON-CONFORMANCE TO CONTRACT CONDITIONS.** Items may be tested for compliance with specifications. Items delivered, not conforming to specifications, may be rejected and returned at the proposer's expense. These items, as well as items not delivered as per delivery date in proposal and/or purchase order, may be purchased by the Village, at its discretion, on the open market. Any increase in cost may be charged against the proposer.

15. **PRODUCT INFORMATION.** Product literature, specifications, and technical information, including Manufacturer's Safety Data Sheets (MSDS) should be provided with this proposal as an attachment to the "PROPOSAL FORM". However, in all cases must be provided within five (5) calendar days upon request from Program Manager.

16. **SAMPLES.** Proposals submitted as an "equal" product must be accompanied with detailed specifications. Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the proposer's expense. Proposer s will be responsible for the removal of all samples furnished within (30) days after proposal opening. All samples will be disposed of after thirty (30) days. Each individual sample must be labeled with the proposer's name. Failure of the proposer to either deliver required samples, or to clearly identify samples may be reason for rejection of the proposal.

17. **DELIVERY.** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days (in calendar days) required to make delivery after receipt of purchase order, in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the Village using Department, Monday through Friday, excluding holidays. Receiving hours are Monday through Friday, excluding holidays, from 9:00 A.M. to 5:00 P.M.

18. **INTERPRETATIONS.** Any questions concerning the Proposal conditions and specifications should be submitted, in writing, to the Village.

19. **LATE SUBMISSION.** All proposals received after the date, time, and place specified in the Proposal, will be returned to the proposer unopened, and will not be considered. The responsibility for submitting proposals before the stated time and date is solely the responsibility of the proposer. The Village will not be responsible for delays caused by mail, courier service, or any other entity or occurrence. Facsimile, electronic, or e-mailed proposals will not be accepted.

20. **INSPECTION, ACCEPTANCE & TITLE.** Inspection and acceptance will be at destination, unless otherwise provided. Title to (or risk of loss or damage to) all items shall be the responsibility of the successful proposer until acceptance by the Village, unless loss or damage results from the gross negligence or willful misconduct of the Village.

21. If any equipment or supplies supplied to the Village are found to be defective, or do not conform to the specifications, the Village reserves the right to cancel the order upon written notice to the seller, and return the product, at the proposer's expense.

22. **PAYMENT.** Payment will be made by the Village after the items have been received, inspected, and found to comply with Proposal specifications, free of damage or defect, and properly invoiced.

23. **DISPUTES.** In case of any doubt or difference of opinion as to the items and/or services (as the case may be) to be furnished hereunder, the decision of the Village shall be final and binding on all parties.

24. **LEGAL REQUIREMENTS.** The proposer shall be required to comply with all federal, State of Florida, Miami-Dade County, and Village of Bal Harbour codes, laws, ordinances, and/or rules and regulations that in any manner affect the items covered herein (collectively, Applicable Laws). Lack of knowledge or

ignorance by the proposer with/of Applicable Laws will in no way be a cause for relief from responsibility.

25. **PATENTS & ROYALTIES.** The proposer shall indemnify and save harmless the Village of Bal Harbour, Florida, and its officers, employees, contractors, and/or agents, from liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the Village of Bal Harbour, Florida. If the proposer uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

26. **OSHA.** The proposer warrants to the Village that any work, services, supplies, materials or equipment supplied pursuant to this Proposal shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be deemed breach of contract. Any fines levied because of inadequacies to comply with this condition shall be borne solely by the proposer.

27. **MANNER OF PERFORMANCE.** Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the Village any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of this contract.

28. **SPECIAL CONDITIONS.** Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

29. **ANTI-DISCRIMINATION.** The proposer certifies that he/she is in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

30. **AMERICAN WITH DISABILITIES ACT.** To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any Village -sponsored proceeding, please contact 305-866-4633 (voice). TTY users may also call 711 (Florida Relay Service).

31. **LIABILITY, INSURANCE, LICENSES AND PERMITS.** Where proposer s are required to enter or go on to Village of Bal Harbour property to deliver materials or perform work or services as a result of the Proposal, the proposer will assume the full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance, and assure all work complies with all Applicable Laws. The proposer shall be liable for any damages or loss to the Village occasioned by negligence of the proposer, or his/her officers, employees, contractors, and/or agents, for failure to comply with Applicable Laws.

32. **PROPOSAL BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.** Proposal Bonds, when required, shall be submitted with the proposal in the amount specified in the Special Conditions. After acceptance of the proposal, the Village will notify the successful proposer to submit a performance bond and certificate of insurance in the amount specified in the Special Conditions.

32. **DEFAULT.** Failure or refusal of a proposer to execute a contract upon award, or withdrawal of a proposal before such award is made, may result in forfeiture of that portion of any proposal surety required as liquidated damages incurred by the Village thereby; or, where surety is not required, failure to execute a contract as described above may be grounds for removing the proposer from the Village's proposer s list.

33. **CANCELLATION.** In the event any of the provisions of this Proposal are violated by the proposer, the Village shall give written notice to the proposer stating such deficiencies and, unless such deficiencies are corrected within ten (10) calendar days from the date of the Village's notice, the Village, through its Village Manager, may declare the contract in default and terminate same, without further notice required to the proposer. Notwithstanding the preceding, the Village, through its Village Manager, also reserves the right to terminate the contract at any time and for any reason, without cause and for convenience, and without any monetary liability to the Village, upon the giving of thirty (30) days prior written notice to the proposer.

34. **BILLING INSTRUCTIONS.** Invoices, unless otherwise indicated, must show project name and numbers and shall be submitted to the ordering Village department.

35. **SUBSTITUTIONS.** The Village WILL NOT accept substitute shipments of any kind. The proposer is expected to furnish the brand quoted in its proposal. Any substitute shipments will be returned at the proposer's expense.

36. **FACILITIES.** The Village, through its Village Manager or his/her authorized designee, reserves the right to inspect the proposer's facilities at any time, upon reasonable prior written or verbal notice.

37. **PROTEST. I**n the event a prospective proposer wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in this it must file a notice of protest in writing to the Capital Program Manager, at least ten (10) business days prior to the Proposal opening date and hour specified in the solicitation. Any proposer, who has a substantial interest in, and is aggrieved in connection with the solicitation or proposed award may protest to the Village Manager or his or her designee anytime until two (2) business days following the release of the Village Manager's written recommendation to the Village Council as same is set forth and released in the Village Council agenda packet, for award of the proposal in question.

38. **CLARIFICATION AND ADDENDA TO PROPOSAL SPECIFICATIONS:** If a proposer is in doubt as to the true meaning of the Proposal specifications, or other Proposal documents, or any part thereof, the proposer must submit

to the Village, at least ten (10) calendar days prior to the scheduled Proposal opening date, a request for clarification. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.**

39. Any interpretation of the Proposal, including, without limitation, responses to questions and request for clarification(s) from proposer s, will be made only by Addendum duly issued by the Village. In the event of conflict with the original specifications, the Addendum shall supersede such specifications, to the extent specified. Subsequent Addendum shall govern over prior Addendum only to the extent specified. The proposer shall be required to acknowledge receipt of any and all Addendum, and filling in and signing in the spaces provided in Acknowledgements/Affidavits. Failure to acknowledge Addendum may deem a proposal non-responsive.

40. The Village will not be responsible for explanations, interpretations, or answers to questions made verbally or in writing by any Village representative, unless issued by the Village via formal written Addendum to this Proposal.

41. Any questions or clarifications concerning the Proposal shall be submitted in writing to the Program Manager with a copy to the Village Clerk

42. **DEMONSTRATION OF COMPETENCY.** Pre-award inspection of the proposer's facility may be made prior to the award of contract.

43. Proposals will only be considered from firms which are regularly engaged in the business of providing the goods and/or services as described in this Proposal.

44. Proposer s must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial capacity, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions of this Proposal.

45. The terms "equipment and organization", as used herein shall, be construed to mean a fully equipped and well established company in line with the best business practices in the industry, and as determined by the Village of Bal Harbour.

46. The Village may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a proposer, including past performance (experience), in making an award that is in the best interest of the Village .

47. The Village may require proposer s to show proof that they have been designated as authorized representatives of a manufacturer or supplier, which is the actual source of supply. In these instances, the Village may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supply to the Village. Any material conflicts between information provided by the source of supply and the information contained in the proposer's proposal may render the proposal non-responsive.

48. The Village may, during the period that the contract between the Village and the successful proposer is in force, review the successful proposer's record of performance to ensure that the proposer is continuing to provide sufficient financial support, equipment, and organization as prescribed in this proposal. Irrespective of the proposer's performance on contracts awarded to it by the Village, the Village may place said contracts on probationary status and implement termination procedures if the Village determines that the successful proposer no longer possesses the financial support, equipment, and organization which would have been necessary during the proposal evaluation period in order to comply with the demonstration of competency required under this subsection.

49. **DETERMINATION OF AWARD.** Unless otherwise stated in the Special Conditions, The Village Council shall award the proposal to the lowest and best proposer. In determining the lowest and best proposer , in addition to price, there shall be considered the following:
    a. **The ability, capacity and skill of the proposer to perform the contract.**
    b. **Whether the proposer can perform the contract within the time specified, without delay or interference.**
    c. **The character, integrity, reputation, judgment, experience and efficiency of the proposer.**
    d. **The quality of performance of previous contracts.**
    e. **The previous and existing compliance by the proposer with Applicable Laws relating to the contract.**

50. **ASSIGNMENT.** The successful proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her or its power to execute such contract, to any person, company or corporation, without the prior written consent of the Village.

51. **LAWS, PERMITS AND REGULATIONS.** The proposer shall obtain and pay for all licenses, permits, and inspection fees required under the contract; and shall comply with all Applicable Laws.

52. **OPTIONAL CONTRACT USAGE.** When the successful proposer (s) is in agreement, other units of government or non-profit agencies may participate in purchases pursuant to the award of this contract at the option of the unit of government or non-profit agency.

53. **SPOT MARKET PURCHASES.** It is the intent of the Village to purchase the items specifically listed in this Proposal from the successful proposer. However, the Village reserves the right to purchase the items from state or other governmental contract, or on an as-needed basis through the Village's spot market purchase provisions.

54. **ELIMINATION FROM CONSIDERATION.** This proposal shall not be awarded to any person or firm who is in arrears to the Village upon any debt, taxes, or contracts which are defaulted as surety or otherwise upon any obligation to the Village.

55. **ESTIMATED QUANTITIES.** Estimated quantities or estimated dollars, if provided, are for Village guidance only. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The Village is not obligated to place any order for a given amount subsequent to the award of this Proposal. Estimates are based upon the Village's actual needs and/or usage during a previous contract period. The Village may use said estimates for purposes of determining whether the low proposer meets specifications.

56. **COLLUSION.** Where two (2) or more related parties each submit a proposal or proposals for any contract, such proposals or proposals shall be presumed to be **collusive**. The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control and

management of such related parties in the preparation and submittal of such proposal or proposals. "Related parties" means proposer s or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract, or in which a parent company or the principals thereof of one (1) proposer have a direct or indirect ownership interest in another proposer for the same contract. Proposal or proposals found to be collusive shall be rejected.

57. Proposer s who have been found to have engaged in collusion may also be suspended or debarred, and any contract resulting from collusive proposalding may be terminated for cause.

58. **DISPUTES.** In the event of a conflict between the Proposal documents, the order of priority of the documents shall be as follows:

59. Any contract or agreement resulting from the award of this Proposal; then
60. Addendum issued for this Proposal, with the latest Addendum taking precedence; then
61. The Proposal; then
62. The proposer 's proposal in response to the Proposal.

63. **REASONABLE ACCOMMODATION**. In accordance with Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Proposal opening because of a disability must contact the Procurement Division.

64. **GRATUITIES.** Proposer s shall not offer any gratuities, favors, or anything of monetary value to any official, employee, contractor, or agent of the Village, for the purpose of influencing consideration of this Proposal.

65. **SIGNED PROPOSAL CONSIDERED AN OFFER.** The signed proposal shall be considered an offer on the part of the proposer, which offer shall be deemed accepted upon award of the proposal by the Village Council. In case of default on the part of the successful proposer, after such acceptance, the Village may procure the items or services from other sources and hold the proposer responsible for any excess cost occasioned or incurred thereby.

66. **TIE PROPOSALS.** In accordance with Florida Statues Section 287.087, regarding identical tie proposals, preference will be given to proposer s certifying that they have implemented a drug free work place program. A certification form will be required. In the event of a continued tie between two or more proposer s after consideration of the drug free workplace program, the Village 's Local Preference and Veteran Preference ordinances will dictate the manner by which a tie is to be resolved. In the event of a continued tie after the Local and Veteran Preference ordinances have been applied or the tie exists between proposer s that are not Local or Veteran, the breaking of the tie shall be at the Village Manager's discretion, which will make a recommendation for award to the Village Council.

67. **DELIVERY TIME.** Proposer s shall specify in the attached Proposal Form, the guaranteed delivery time (in calendar days) for each item. It must be a firm delivery time; no ranges (For example, 12-14 days) will be accepted.

68. **TERMINATION FOR DEFAULT.** If the successful proposer shall fail to fulfill in a timely manner, or otherwise violate, any of the covenants, agreements, or stipulations material to the Proposal and/or the contract entered into with the Village pursuant thereto, the Village shall thereupon have the right to terminate the work and/or services then remaining to be performed by giving written notice to the proposer of such termination, which shall become effective upon receipt by the proposer of the written termination notice.
69. In that event, the Village shall compensate the successful proposer in accordance with the term of the contract for all work and/or services satisfactorily performed by the proposer prior to termination, net of any costs incurred by the Village as a consequence of the default.
70. Notwithstanding the above, the successful proposer shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the contract by the proposer, and the Village may reasonably withhold payments to the successful proposer for the purposes of set off until such time as the exact amount of damages due the Village from the successful proposer is determined.
71. The Village may, at its discretion, provide reasonable "cure period" for any contractual violation prior to termination of the contract; should the successful proposer fail to take the corrective action specified in the Village 's notice of default within the allotted cure period, then the Village may proceed to terminate the contract for cause in accordance with this subsection 1.57.

72. **TERMINATION FOR CONVENIENCE OF VILLAGE.** The Village may, for its convenience, terminate the work and/or services then remaining to be performed, at any time, by giving written notice to the successful proposer of such termination, which shall become effective thirty (30) days following receipt by proposer of such notice. In that event, all finished or unfinished documents and other materials shall be properly delivered to the Village If the contract is terminated by the Village as provided in this subsection, the Village shall compensate the successful proposer in accordance with the terms of the contract for all and without cause and/or any resulting liability to the Village , work and/or services actually performed by the successful proposer , and shall also compensate the proposer for its reasonable direct costs in assembling and delivering to Village all documents. No compensation shall be due to the successful proposer for any profits that the successful proposer expected to earn on the balanced of the contract. Such payments shall be the total extent of the Village's liability to the successful proposer upon a termination as provided for in this subsection.

73. **INDEMNIFICATION.** The successful Proposer shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Proposer or its employees, agents, servants, partners, principals or subcontractors. The successful Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village , where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Proposer expressly understands and agrees that any

insurance protection required by this Agreement or otherwise provided by the successful Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents and instrumentalities as herein provided. The above indemnification provisions shall survive the expiration or termination of this Agreement.

74. **MODIFICATION/WITHDRAWALS OF PROPOSALS.** A proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the proposal due date and time. Modifications received after the proposal due date and time will NOT be considered.

75. Proposals shall be irrevocable until contract award unless withdrawn in writing prior to the proposal due date or after expiration of **180** calendar days from the opening of proposals without a contract award. Letters of withdrawal received after the proposal due date and before said expiration date and letters of withdrawal received after contract award will NOT be considered.
(1) **EXCEPTIONS TO PROPOSAL.** Proposer s are strongly encouraged to thoroughly review the specifications and all conditions set forth in this Proposal. Proposer s who fail to satisfy the requirements in this Proposal, may be deemed non-responsive and receive no further consideration. Should your proposed proposal not be able to meet one or more of the requirements set forth in this Proposal and you are proposing alternatives and/or exceptions to said requirements, you must notify the Procurement Office, in writing, at least five (5) days prior to the deadline for submission of proposals. The Village reserves the right to revise the scope of services via Addendum prior to the deadline for receipt of proposals.

76. **FLORIDA PUBLIC RECORDS LAW.** Proposer s are hereby notified that all Proposal including, without limitation, any and all information and documentation submitted therewith, are exempt from public records requirements under Section 119.07(1), Florida Statutes, and s. 24(a), Art. 1 of the State Constitution until such time as the Village provides notice of an intended decision or until thirty (30) days after opening of the proposals, whichever is earlier. Additionally, Contractor agrees to be in full compliance with Florida Statute 119.0701 including, but not limited to, agreement to (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the services; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

APPENDIX A

Proposal Certification, Questionnaire & Affidavit

RFP 2020-001

Bal Harbour Village Operations Facility
Remodeling Project

Solicitation No: 2020-001	Project Title: Operations Facility Remodeling Project	
Contact: Matilde Reyes	Tel: 305-993-7399	Email:mreyes@balharbourfl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain SOLICITATION and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

General Proposer Information.

FIRM NAME:		
No of Years in Business:	No of Years in Business Locally:	No. of Employees:
OTHER NAME(S) BIDDER HAS OPERATED UNDER IN THE LAST 10 YEARS:		
FIRM PRIMARY ADDRESS (HEADQUARTERS):		
CITY:		
STATE:		
TELEPHONE NO.:		
TOLL FREE NO.:		
FAX NO.:		
FIRM LOCAL ADDRESS:		
CITY:		
STATE:		
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:		
ACCOUNT REP TELEPHONE NO.:		
ACCOUNT REP TOLL FREE NO.:		
ACCOUNT REP EMAIL:		
FEDERAL TAX IDENTIFICATION NO.:		

The Village reserves the right to seek additional information from proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the Village deems necessary to evaluate the capacity of the proposer to perform in accordance with contract requirements.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

ACKNOWLEDGEMENT OF ADDENDUM. After issuance of solicitation, the Village may release one or more addendum to the solicitation which may provide additional information to proposers or alter solicitation requirements. The Village will strive to reach every Proposer having received solicitation through the Village's e-procurement system, PublicPurchase.com. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the Village pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendum may result in proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the Village of Bal Harbour (the "Village") for the recipient's convenience. Any action taken by the Village in response to Proposals made pursuant to this RFP, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Village .

In its sole discretion, the Village may withdraw the solicitation either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the Village may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Bid or Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the Village in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure itself that information contained herein is accurate and complete. The Village does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with Village officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the Village without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the Village or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The Village shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the Village pursuant to this RFP are submitted at the sole risk and responsibility of the party submitting such Proposal.

This RFP is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The Village and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the Village for any reason, or for no reason, without any resultant liability to the Village.

The Village is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the Village shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the Village has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the Village of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the RFP, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the Village any liability

arising out of this RFP, or any response thereto, or any action or inaction by the Village with respect thereto, such liability shall be limited to $10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the Village .

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the RFP, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The RFP and any disputes arising from the RFP shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this ITN, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; proposer agrees to be bound to any and all specifications, terms and conditions contained in the ITN, and any released Addenda and understand that the following are requirements of this SOLICITATION and failure to comply will result in disqualification of proposal submitted; Proposer has not divulged, discussed, or compared the proposal with other Proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)

COUNTY of _____)

On this_____day of_____, 20 , personally appeared before me_who stated that (s)he is the_____of _____, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed.

Before me:

_____

Notary Public for the State of _____

My Commission Expires:_____

APPENDIX B

Sample Construction Contract

RFP 2020-001

Bal Harbour Village Operations Facility Remodeling Project

NOTE: THE SAMPLE CONTRACT, REQUIRED FORMS (E.G., BONDS) AND OTHER TERMS AND CONDITIONS ARE BEING REVIEWED AND FINALIZED WITH THE LEGAL DEPARTMENT.

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Jorge M. Gonzalez, Village Manager

FROM: Buzzy Sklar, Councilman

DATE: April 21, 2020

SUBJECT: **Discussion Regarding Dog Walking Ordinance for Beach Path**

Please place an item on the April 21, 2020 Village Council Meeting Agenda for a discussion regarding a dog walking ordinance for the beach path.

Thank you.

AGENDA ITEM _____

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk

DATE: April 14, 2020

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
John Shubin, Shubin & Bass	Bal Harbour Shops, LLLP	01/15/20
Amy E. Huber, Shubin & Bass	Bal Harbour Shops, LLLP	01/15/20
Gary Karlson	Bal Harbour Shops, LLLP	01/15/20
Matthew W. Lazenby	Bal Harbour Shops, LLLP	01/15/20
Ivor N. Massey aka Nik Massey	Bal Harbour Shops, LLLP	01/15/20
Carolyn M. Travis	Bal Harbour Shops, LLLP	01/15/20
Randall A. Whitman	Bal Harbour Shops, LLLP	01/15/20
Walter Defortuna	Beach Haus Bal Harbour, LLC	01/27/20
Christina Cuervo	Beach Haus Bal Harbour, LLC	01/28/20
Rosario Kennedy	Edwardo Viesca - WatergaterMX	02/13/20