BAL HARBOUR

- VILLAGE -

Village Council
Regular Meeting Agenda
April 17, 2018
At 7:00 PM

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

CALL TO ORDER/ PLEDGE OF ALLEGIANCE

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

PRESENTATIONS AND AWARDS

C6 - COUNCIL MINUTES

C6A Approval of Minutes
LocalPlanningAgencyMinutes_Mar20_2018.pdf
RegularCouncilMeetingMinutes_Mar20_2018.pdf

C7 - RESOLUTIONS

C7A Do the Right Thing
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
Item Summary - Do the Right Thing
Council Memorandum - Do the Right Thing
Resolution - Do the Right Thing
Attachment 1 - L.E.T.F. Affidavit - Do the Right Thing
Attachment 2 - Invoice - Do the Right Thing

C7B Protective Gear

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE EXPENDITURE OF $5,078.15 OF LAW ENFORCEMENT TRUST FUNDS TO PURCHASE PROTECTIVE GEAR FOR MOBILE FIELD FORCE RESPONSE TEAM, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.
Item Summary - Protective Gear
Council Memorandum - Protective Gear
Resolution - Protective Gear
Attachment 1 - Affidavit - LETF Protective Gear
Attachment 2 - Quote - GT Distributors, Inc.

C7C Resolution approving a Sole Source Agreement for the repair of a Storm water Station Pump
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SOLE SOURCE AGREEMENT BETWEEN THE VILLAGE AND THE SANDERS COMPANY, INC. FOR THE REPAIR OF A FAIRBANKS MORSE PUMP SERIAL # 232855-0 AS DETAILED WITHIN THE PROPOSAL NO. 03687, IN THE AMOUNT NOT TO EXCEED THIRTY EIGHT THOUSAND FOUR HUNDRED THIRTY EIGHT DOLLARS ($38,438); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Agreement with Sanders Company for Stormwater Pump Repair
Council Memorandum - Agreement with Sanders Company for Stormwater Pump Repair
Resolution - Agreement with Sanders Company for Stormwater Pump Repair
Agreement - Agreement with Sanders Company for Stormwater Pump Repair
Attachment 1 - Proposal No. 03687 from Sanders Company, Inc.
Attachment 2 - Sole Source Letter from Fairbanks Morse Pentair Pump Group.pdf

C7D Resolution-Sole Source Agreement-Hydra Service, Inc. Provision of Two Submersible Sanitary Pumps
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SOLE SOURCE AGREEMENT BETWEEN THE VILLAGE AND HYDRA SERVICE INC., FOR THE PURCHASE OF TWO ABS SUBMERSIBLE SANITARY SEWER PUMPS ONE MODEL XFP100J-CH1.326-PE 3504 AND ONE MODEL XFP155J-CB2-PE860 CURVE, AS DETAILED IN PROPOSALS NO. 180102-LC-NV-REV-2 AND NO. 180226-1LC-NV-REV-2, IN THE AMOUNT NOT TO EXCEED SIXTY THREE THOUSAND FIVE HUNDRED NINETY NINE DOLLARS ($63,599); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Purchase Agreement with Hydra Service for Two Sewer

Station Pumps
Council Memorandum - Purchase Agreement with Hydra Service for Two Sewer Station Pumps
Resolution - Purchase Agreement with Hydra Service for Two Sewer Station Pumps
Purchase Agreement - Hydra Service for Two Sewer Station Pumps
Attachment 1A - Proposal from Hydra Service 180226
Attachment 1B - Proposal from Hydra Service 180102
Attachment 2 - Sole Source Letter from Sulzer Pumps Solutions, Inc
Attachment 3 - Sulzer Municipal Five Year Warranty

R5 – ORDINANCES

R5A Automatic Tipping Amendment
AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 9-1 "DEFINITIONS" OF CHAPTER 9 "BUSINESS REGULATIONS AND BUSINESS TAX" TO CREATE AN EXEMPTION FROM AUTOMATIC TIP DISCLOSURE REGULATIONS FOR OCEANFRONT ACCESSORY RESTAURANTS THAT ARE ACCESSORY USES IN MULTI FAMILY RESIDENTIAL BUILDINGS THAT DO NOT SERVE THE PUBLIC; PROVIDING FOR DEFINITIONS, SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE. (FIRST READING)
Item Summary - Amendment of Section 9-1 Tipping Regulations
Council Memorandum - Amendment of Section 9-1 Tipping Regulations
Ordinance - Amendment of Section 9-1 Tipping Regulations
Attachment 1 - Ordinance Section 21-281(8) f

R7 – RESOLUTIONS

R7A Quinn PR Agreement
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH QUINN & CO. OF NY LTD, INC. (QUINN PR) TO CONTINUE DOMESTIC MARKETING SERVICES FOR A TOTAL AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS ($40,000).
Item Summary - Quinn PR Agreement
Council Memorandum - Quinn PR Agreement
Resolution - Quinn PR Agreement
Attachment 1 - Agreement with Quinn for PR Services
Attachment 2 - Quinn Q1 Status Report

R7B Gated Community Budget Amendment Request

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE BAL HARBOUR CIVIC ASSOCIATION REQUEST TO APPROVE THE EXPENDITURE OF LANDSCAPE AND SECURITY ASSESSMENT FUNDS FOR CERTAIN LEGAL FEES; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.
Item Summary - Expenditure of BHCA Legal Fees
Council Memorandum - Expenditure of BHCA Legal Fees
Resolution - Expenditure of BHCA Legal Fees
Attachment 1 - List of Requested Expenditure Reimbursements
Attachment 2 - Letter from BHCA

R7C Budget - Capital Projects Reserve
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, ASSIGNING AN ADDITIONAL $1,333,828 OF THE GENERAL FUND UNDESIGNATED FUND BALANCE FOR THE CAPITAL PROJECTS RESERVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Item Summary - Budget - Capital Projects Reserve
Council Memorandum - Budget - Capital Projects Reserve
Resolution - Budget - Capital Projects Reserve
Attachment 1 - Budget Summary

R9 – NEW BUSINESS AND COUNCIL DISCUSSION

R9A Discussion regarding the April 23, 2018 Council Workshop on Tourism, Resort Tax and Art In Public Places - Councilman Jeffrey Friemark
Council Discussion Item - WorkshopOnTourismResortTaxCommitteeArtsPublicSpaces_CouncilmanFreimark.pdf

R9B - PUBLIC COMMENT

R10 – VILLAGE MANAGER REPORT

R11 – VILLAGE CLERK REPORT

R11A Lobbyist Report
R11A1_Lobbyist Registration Report as of April11_2018.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 Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.

BAL HARBOUR

- VILLAGE -

Mayor Gabriel Groisman
Assistant Mayor Seth E. Salver
Councilman David J. Albaum
Councilwoman Patricia Cohen
Councilman Jeffrey P. Freimark

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

Bal Harbour Village Council

Local Planning Agency Meeting Minutes
March 20, 2018
At 7:00 PM
Bal Harbour Village Hall • 655 Street • Bal Harbour • Florida 33154

1 CALL TO ORDER/ PLEDGE OF ALLEGIANCE – Assistant Mayor Salver called the meeting to order at 7:00 PM.

The following were present:

Mayor Gabriel Groisman (by video call)
Assistant Mayor Seth Salver
Councilman David Albaum
Councilwoman Patricia Cohen

The following were not present:

Councilman Jeffrey Freimark

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan L. Trevarthen, Village Attorney
Stephanie Marquez-Quintero, Deputy Village Clerk

2 HEARING

2.1 AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES TO ADDRESS SIGNAGE BY AMENDING SECTION 2-191 "SCHEDULE OF CIVIL PENALTIES" TO CLARIFY PENALTIES FOR SIGN CODE VIOLATIONS; AMENDING SECTION 5.5-5 "CRITERIA FOR APPEARANCE" TO INCLUDE STYLE AS A SIGN DESIGN CRITERIA; AMENDING SECTION 6-35 "BUILDING PERMIT FEES" TO REVISE SIGN BUILDING PERMIT FEES; AMENDING SECTION 11-1 "POSTING OF ADVERTISING MATERIAL" TO AMEND THE SECTION TITLE AND REVISE THE PROHIBITION; AMENDING CHAPTER 15 "SIGNS" BY DELETING THE CHAPTER AND ADOPTING NEW SIGN REGULATIONS APPLICABLE THROUGHOUT THE VILLAGE; AMENDING SECTION 17-3 "WRITING ON, DIGGING IN STREET, SIDEWALK; PLACEMENT OF SIGNS, BANNERS," TO DELETE ABILITY TO PLACE SIGNS AND BANNERS IN PUBLIC STREETS OR SIDEWALKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (First Reading)

MOTION: A motion defer the item until the May 15, 2018 Regular Council Meeting was moved by Councilwoman Patricia Cohen and seconded by Councilman David Albaum.

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

3 **MOTION TO ADJOURN. –** The meeting was adjourned at 7:02 PM.

_____
Mayor Gabriel Groisman

Attest:

_____
Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

Mayor Gabriel Groisman
Assistant Mayor Seth E. Salver
Councilman David J. Albaum
Councilwoman Patricia Cohen
Councilman Jeffrey P. Freimark

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
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Bal Harbour Village Council

Regular Meeting Agenda
March 20, 2018
At 7:00 PM
Bal Harbour Village Hall • 655 Street • Bal Harbour • Florida 33154

CALL TO ORDER/ PLEDGE OF ALLEGIANCE – Assistant Mayor Salver called the meeting to order at 7:00 PM.

The following were present:

Mayor Gabriel Groisman (by video call)
Assistant Mayor Seth Salver
Councilman David Albaum
Councilman Jeffrey Freimark (@ 8:08 PM)
Councilwoman Patricia Cohen

Also present:

Jorge M. Gonzalez, Village Manager
Dwight S. Danie, Village Clerk
Susan L. Trevarthen, Village Attorney
Stephanie Marquez-Quintero, Deputy Village Clerk

REQUESTS FOR ADDITIONS, WITHDRAWALS AND DEFERRALS

MOTION: A motion defer the item R5C until the May 15, 2018 Regular Council Meeting was moved by Councilwoman Patricia Cohen and seconded by Councilman David Albaum.

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

PRESENTATIONS AND AWARDS

Police Department Presentations to Council

Acting Chief of Police Raleigh Flowers recognized Pamela Flanders, Police Patrol Administrator as the recipient of the 2018 LEO Support Services Award, presented Officer David Navas with the 2017 Officer of the Year Award, and provided the Oath of Office to Sergeant Braxton McClams. He then provided a presentation of 2017 Year End Review of the Bal Harbour Village Police Department.

Councilman Freimark arrived at 8:08 PM. Councilman Albaum asked for a breakdown of the crime statistics for Residential and Commercial and Councilwoman Cohen asked for clarification of the Concierge Training provided by Lt. Jack Young, to which Acting Chief Flowers replied that it was provided top members of the Southern Florida Concierge Association at the St. Regis Hotel.

CONSENT AGENDA

C6 - COUNCIL MINUTES

C6A Approval of February 20th, 2018 Regular Council Meeting Minutes

C7 – RESOLUTIONS

C7A A RESOLUTION CALLING FOR A GENERAL ELECTION TO BE HELD ON NOVEMBER 6, 2018 IN BAL HARBOUR VILLAGE FOR THE PURPOSE OF ELECTING THREE VILLAGE COUNCILMEMBERS (DISTRICTS 1, 3 and 5); PROVIDING FOR CONDUCT OF SAID ELECTIONS BY THE MIAMI-DADE COUNTY ELECTIONS DEPARTMENT; PROVIDING THAT THE VOTING PRECINCT FOR SAID ELECTIONS SHALL BE THAT AS ESTABLISHED BY MIAMI-DADE COUNTY; PROVIDING FOR NOTICE OF SAID ELECTIONS; 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.

C7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A CONTINUING SERVICES AGREEMENT WITH CALVIN GIORDANO AND ASSOCIATES, INC. FOR THE PROVISION OF ENGINEERING AND PROFESSIONAL CONSULTING SERVICES TO ACT ON BEHALF OF THE VILLAGE AS THE VILLAGE ENGINEER OF RECORD, IN THE AMOUNT NOT TO EXCEED NEITHER ANNUAL BUDGET ALLOCATIONS NOR THE STATUTORY LIMITATIONS OF FLA. STAT. §287.055; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

C7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN BAL HARBOUR VILLAGE AND THE CITY OF SUNNY ISLES BEACH TO SUPPORT THE HAULOVER PARK SKATE PARK; AUTHORIZING THE DISBURSEMENT IN THE AMOUNT OF $50,000 TO THE CITY OF SUNNY ISLES BEACH TO BE UTILIZED AS DESCRIBED WITHIN THE MOU; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This Item was pulled from the Consent Agenda for discussion at the end of the Regular Agenda at 9:21 PM.

Mayor Groisman provided a brief history of the item saying the Council had previously approved the expenditure and this item was for the approval the agreement.

Babak Raheb (128 Balfour Drive) asked if all the municipalities were providing the same amount to which Mr. Gonzalez responded that Sunny Isles would be managing the project and would be funding $150,000, and the four other participating communities, Bal Harbour, Surfside, Bay Harbour Islands and Miami Beach would be each funding $50,000. Mr. Raheb then asked why the County was not paying since Haulover Park is a County Park to which Mr. Gonzalez stated that the County did not want to fund the project but did allow the municipalities to participate.

MOTION: A motion to approve the resolution was moved by Councilman Jeffrey Freimark and seconded by Councilwoman Patricia Cohen.

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

C7D A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A LEASE AGREEMENT WITH SHARP BUSINESS SYSTEMS FOR PRINTERS AND ASSOCIATED EQUIPMENT FOR USE BY THE VILLAGE ADMINISTRATION FOR AN AMOUNT NOT TO EXCEED FIFTY-NINE THOUSAND TWO HUNDRED NINETY-TWO DOLLARS ($59,292); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

This Item was pulled from the Consent Agenda for discussion at the end of the Regular Agenda at 9:25 PM.

Mr. Gonzalez introduced the item stating that this contract consolidated the Village's printers/copiers under one vendor offering favorable conditions in the lease term, and providing functionality with proposed records/document management systems.

Babak Raheb (128 Balfour Drive) asked if the Village would be buying or leasing the copier to which Mr. Gonzalez replied that the Village did not pursue a purchase, that leasing provided the best option for the Village.

MOTION: A motion to approve the resolution was moved by Councilman Jeffrey Freimark and seconded by Councilwoman Patricia Cohen.

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

C7E A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING AN INTERIM MODIFICATION OF LEASE BETWEEN BAL HARBOUR SHOPS, LLLP AND BAL HARBOUR VILLAGE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE INTERIM MODIFICATION OF LEASE; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL NECESSARY ACTION TO IMPLEMENT THE INTERIM MODIFICATION OF LEASE; AND PROVIDING FOR AN EFFECTIVE DATE.

This Item was pulled from the Consent Agenda for discussion at the end of the Regular Agenda at 9:28 PM.

Mr. Gonzalez provided a brief history of the item stating the Village had entered into a one-year lease extension with the Bal Harbour Shops and the pending litigation was preventing a final approval date in the Development Agreement that would trigger a longer-term lease and that this item would extend the current lease with the same terms, around $50,000 per year for common area costs (CAM). Assistant Mayor Salver added that it is important to note that after the final approval date, all costs would go away.

Babak Raheb (128 Balfour Drive) asked why the lease could not be month-to-month to which Mr. Gonzalez replied that the lease extension would be extinguished upon the final approval date, the Village walking away or up to ten years.

MOTION: A motion to approve the resolution was moved by Mayor Gabriel Groisman and seconded by Councilman Jeffrey Freimark.

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

C7F A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPOINTING MEMBERS TO SERVE AS A TRUSTEES ON THE POLICE OFFICERS' RETIREMENT BOARD.

MOTION: A motion approve the Consent Agenda, minus C7D, C7D, and C7E which were pulled from the Consent Agenda for further discussion, was moved by Councilwoman Patricia Cohen and seconded by Assistant Mayor Seth Salver.

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

R5 – ORDINANCES

R5A AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, RENAMING AND AMENDING SECTION 2-112 "CONSIDERATION OF ANTI-SEMITISM IN ENFORCING LAWS" OF CHAPTER 2, ARTICLE IV, DIVISION 2 "POLICE" TO REQUIRE CONSIDERATION OF HATE CRIME IN ENFORCING LAWS; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, FINDINGS, AND AN EFFECTIVE DATE. (Second Reading)

Mr. Gonzalez provided a brief summary of the item and Ms. Trevarthen asked the Council to consider the following amendment proffered by Mayor Groisman "The term 'hate crime' shall also include the commission of a felony or misdemeanor that evidences prejudice based on mental or physical disability as defined by Fla. Stat. §775.0863(1)(b)" to be added to the Section 2-112(a)(1).

MOTION: A Motion to approve the amendment was moved by Councilman Jeffrey Freimark and seconded by Councilwoman Patricia Cohen.

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

Babak Raheb (128 Balfour Drive) asked if the definition of hate crime includes crimes against gays and lesbians and all types of religions, to which Mayor Groisman responded, yes, that the definitions come from the Florida Statutes.

MOTION: A Motion pass the ordinance on second reading as amended was moved by Councilman Jeffrey Freimark and seconded by Councilwoman Patricia Cohen.

ROLL CALL:

ROLL CALL	Yes	No
Mayor Gabriel Groisman	X	
Assistant Mayor Seth E. Salver	X	
Councilman David J. Albaum	X	
Councilwoman Patricia Cohen	X	
Councilman Jeffrey P. Freimark	X	

VOTE: the ordinance passed on second reading by unanimous roll call vote (5-0).

R5B AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES," ARTICLE II "OPERATION OF VEHICLES," SECTION 19-27 "OPERATION ON SIDEWALKS, JOGGING PATH" OF THE CODE OF ORDINANCES TO ALLOW THE USE OF BICYCLES OR TRICYCLES ON THE SIDEWALKS IN THE VILLAGE; PROVIDING FOR SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND AN EFFECTIVE DATE. (Second Reading)

Mr. Gonzalez described the ordinance stating that this would make Village Code consistent with the Village's Comprehensive Plan and with State Statute. Councilwoman Cohen suggested clarifying the definition of the "Jogging Path" in that most people jog on the Beach Vehicle Access Road.

MOTION: A Motion pass the ordinance on second reading was moved by Councilwoman Patricia Cohen and seconded by Councilman Jeffrey Freimark.

Penny Sepler (10275 Collins Avenue) asked if motorized skateboards-hoverboards-scooters would be allowed to which Mr. Gonzalez stated that all motorized vehicles would be prohibited.

Babak Raheb (128 Balfour Drive) asked if 4-wheeled Bermuda bikes would be allowed to which Mr. Gonzalez replied that non-motorized vehicles would be allowed.

ROLL CALL:

ROLL CALL	Yes	No
Mayor Gabriel Groisman	X	
Assistant Mayor Seth E. Salver	X	
Councilman David J. Albaum	X	
Councilwoman Patricia Cohen	X	
Councilman Jeffrey P. Freimark	X	

VOTE: the ordinance passed on second reading by unanimous roll call vote (5-0).

R5C AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES TO ADDRESS SIGNAGE BY AMENDING SECTION 2-191 "SCHEDULE OF CIVIL PENALTIES" TO CLARIFY PENALTIES FOR SIGN CODE VIOLATIONS; AMENDING SECTION 5.5-5 "CRITERIA FOR APPEARANCE" TO INCLUDE STYLE AS A SIGN DESIGN CRITERIA; AMENDING SECTION 6-35 "BUILDING PERMIT FEES" TO REVISE SIGN BUILDING PERMIT FEES; AMENDING SECTION 11-1 "POSTING OF ADVERTISING MATERIAL" TO AMEND THE SECTION TITLE AND REVISE THE PROHIBITION; AMENDING CHAPTER 15 "SIGNS" BY DELETING THE CHAPTER AND ADOPTING NEW SIGN REGULATIONS APPLICABLE THROUGHOUT THE VILLAGE; AMENDING SECTION 17-3 "WRITING ON, DIGGING IN STREET, SIDEWALK; PLACEMENT OF SIGNS, BANNERS," TO DELETE ABILITY TO PLACE SIGNS AND BANNERS IN PUBLIC STREETS OR SIDEWALKS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE. (First Reading). **Deferred to May 15, 2018.**

R7 – RESOLUTIONS

R7A A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING AN AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND SUPERION LLC, TO PROVIDE, INSTALL AND SUPPORT THE SUPERION ONESOLUTION PUBLIC SAFETY SOFTWARE SYSTEM, AN INTEGRATED POLICE DISPATCH AND RECORDS MANAGEMENT SYSTEM (CAD SYSTEM), WHICH WILL INCLUDE COMPUTER AIDED DISPTACH (CAD), POLICE RECORDS MANAGEMENT SYSTEM (RMS) AND MOBILE FIELD REPORTING (MFR); APPROPRIATING AS PROVIDED FOR IN THE CAPITAL IMPROVEMENT PLAN, $380,000 FOR THE CAD SYSTEM INCLUSIVE OF IMPLEMENTATION COSTS WITH CALVIN, GIORDANO AND ASSOCIATES, AND CONTINGENCIES; AND ALLOCATING $70,000 FOR HARDWARE PURCHASES. PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item, describing the selection of the vendor through a full procurement bid process, the value of which came in under the budgeted amount. He stated that the overall long-term costs would be lower due to the integration of modules requiring less maintenance, and that this system would be integrated with all the many other agencies that utilize the same system, Superion being a leading vendor in the State of Florida. He stated that he had negotiated the contract to included payments upon delivery throughout the stages of implementation.

MOTION: A Motion approve the resolution was moved by Councilman Jeffrey Freimark and seconded by Councilwoman Patricia Cohen.

Babak Raheb (128 Balfour Drive) asked if Resort Tax dollars could be utilized for any part of this project, to which Mr. Gonzalez said that he would not recommend it, in that it would be a stretch that would draw undue attention to Resort Tax expenditures.

Brian Mulheren (10245 Collins Avenue) stated that Chief Overton would be smiling and that this is one of the best tools the Village could have.

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

R7B A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE FINAL CHANGE ORDER PAYMENT TO METRO EQUIPMENT SERVICE, INC. FOR ADDITIONAL WORK COMPLETED, RELATED TO THE PHASE ONE BAL HARBOUR SANITARY SEWER IMPROVEMENTS PROJECT IN THE AMOUNT OF $ 459,811.64; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

Mr. Gonzalez introduced the item stating this is essentially the closeout with Metro Equipment Services. He said that he did not include a contingency in the contract so as

not to create a target, Metro came back with change orders amounting to 600,000, and that staff and our owner's representative reduced that number to $459,811. He said that change orders were related to either changed caused as a result of the design ($301,000), owner requested changes ($22,000) or changes due to unforeseen circumstances ($136,000). He said there is still a pending dispute between Florida Power and Light and our engineers.

Mayor Groisman asked if Metro gets paid, would the dispute go away, to which Mr. Gonzalez replied that the dispute was between Craig A. Smith, our engineers, and FPL, and the Village was not waiving any claims. John Oldenburg, Parks and Public Spaces Director, added that the engineers are still under a retainer, and if need be, the Village could go after their insurance/bond for errors and omissions. Ms. Trevarthen stated that she is still in the process of chasing down the facts, and that every professional involved believes that Metro is not responsible and it is appropriate to move forward.

Babak Raheb (128 Balfour Drive) asked a 10% contingency had been in the contract could they have exceeding that amount, to which Mr. Gonzalez replied that the Council would have to approve the extra amounts. Mr. Raheb then asked if the Village could recover attorney's fees to which Ms. Trevarthen replied that if it gets to the point where the Village has to consider litigation, the Council would decide whether or not to move forward.

Mr. Gonzalez clarified that the $90,000 in the change order was work that would have occurred whether FPL had told us before or whether it had been discovered in the field by the contractor, and that the bill from FPL will paid by either of those parties, and not by the Village.

MOTION: A Motion to approve the Resolution was moved by Councilwoman Patricia Cohen and seconded by Councilman Jeffrey Freimark.

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

R7C A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING A PIGGYBACK AGREEMENT WITH ENVIROWASTE SERVICES GROUP, INC. FOR THE PROVISION OF WATER PIPE BREAK REPAIR, CURED-IN PLACE LINING FOR SANITARY SEWER AND STORM WATER DRAINAGE PIPE; AND REHABILITATION OF SANITARY SEWER AND STORM WATER MANHOLES IN THE AMOUNT NOT TO EXCEED ANNUAL BUDGET ALLOCATIONS OR STATUTORY LIMITATIONS OF §255.20; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE

Mr. Gonzalez described the item stating given the disruptive nature of sanitary sewer excavation, he had tasked staff to explore alternatives in implementing the master plan. As a result, a comprehensive video inspection of the sewer system helped identify areas that

could be relined/resealed instead of replacing. He stated that it was determined that the best way to begin immediate work on those areas, before the rainy season, was to piggyback on a Miami Beach project, instead of bidding out each project, easing the threat of moratorium by County regulatory agencies. He further stated that while this work was being completed, the engineer would be creating a bid package for future projects.

Mayor Groisman asked about the delineation of specific projects, since there was no contract that did so, to which Mr. Gonzalez and Mr. Oldenburg responded that the Resolution specifies that the statutory (Fla. Stat. §255.20) amount of $369,000 each pipe repair and manhole structure repair, and the Purchase and Installment Agreement with Envirowaste specifies the scope of work to be completed.

Mayor Groisman asked if this work included the area around Bal Cross south of Harbour Way where the smell of sewage had been detected, to which Mr. Oldenburg responded that this item not for storm water, but the Village had identified blockages and cleaned the storm water system in that area with good results.

Councilwoman Cohen asked if preventive maintenance had been implemented to keep the storm water lines clean, to which Mr. Oldenburg responded it had, and he is moving forward with other cleaning other sections to eliminate odor issues. He also stated that there is no record of the system ever having been cleaned.

MOTION: A Motion to approve the Resolution was moved by Councilwoman Patricia Cohen and seconded by Councilman Jeffrey Freimark.

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

R7D A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA APPROVING THE EXECUTION OF A RETAINER AGREEMENT WITH WEISS SEROTA HELFMAN COLE & BEIRMAN, PL, TO GOVERN THEIR CONTINUED SERVICE AS VILLAGE ATTORNEY; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

Mayor Groisman provided a brief history of the negotiations with Weiss Serota and stated that the Village has ended up in a fair place. Mr. Gonzalez described the key provisions of the contract which provides a flat fee and specified staff for a full range of legal services and an hourly fee for litigation, any legal services representing the Village with the Gated-Community, significant special projects legal services, collective bargaining legal services.

Ms. Trevarthen acknowledge the Mayor, the Manger and the Council for their support and agreed that the results of the negotiations were fair.

Councilwoman Cohen asked for clarification if this agreement altered the consensus of this Council regarding seeking outside legal services for litigation, if the Council determined it

would be better, to which Mr. Gonzalez said that the direction of the Council would not be altered. Ms. Trevarthen added that although the Village Code requires that the Village Attorney is the Village's chief legal advisor and shall represent the Village in all legal proceedings, she serves at the will of the Council. Mayor Groisman said that in most cases it would be beneficial to have Weiss Serota's institutional knowledge, but it would still be up to the Council to determine.

MOTION: A Motion to approve the Resolution was moved by Councilwoman Patricia Cohen and seconded by Councilman Jeffrey Freimark.

Babak Raheb(128 Balfour Drive) asked what are the terms of the agreement to which Mr. Gonzalez stated that although the Village Attorney will have an annual performance evaluation, the agreement can be terminated at will.

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

R9 – NEW BUSINESS AND COUNCIL DISCUSSION

R9A Ruth K. Broad PTA Donation to fund an art sculpture honoring the victims from Stoneman Douglas High School. (Assistant Seth Mayor Salver)

Assistant Mayor Salver provided a brief history of the item and introduced Bay Harbor Islands Councilman Josh Fuller (9665 Bay Harbor Terrace). Mr. Fuller first clarified that he was not speaking on behalf of his Council because this request came after the Council meeting. He said that Bay Harbor Islands and Surfside each donated $1,000 to the sculpture and the thought was to include Bal Harbour Village. He then described the sculpture.

MOTION: A Motion to approve the expenditure of $1,000 to the sculpture was moved Assistant Mayor Seth Salver and seconded by Councilman Jeffrey Freimark.

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

Babak Raheb (128 Balfour Drive) commented that the shootings at Stoneman Douglas High School was a serious and that he felt that $1,000 was insufficient. Mayor Groisman said that he would find out more about a board that has been created in Broward County for raising funds for the school, and would bring the information back to the Council.

R9B - PUBLIC COMMENT

Dina Cellini (211 Bal Cross Drive) suggested that Building Department staff educate contractors about the rules of the Gated Community (i.e. speed limits, parking, etc.) when the apply for permits. Mr. Gonzalez add that it is also important to educate the owners to let service workers and subcontractors.

Mayor Groisman asked about the loud Haulover Bridge construction work being conducted early in the morning and late at night. Mauricio Escarra (Code Compliance Administrator) said that he had spoken with Jose Morales, the FDOT owner's representative, to inform him that work hours are 8:30 AM until 5:30 PM. Mr. Escarra also said he was told that the loud sandblasting work be ending within a week and the equipment for that would be moved to the other side of the cut.

Babak Raheb (128 Balfour Drive) commented that food trucks are also a problem in the Gated Community. The also commented that the distance between trash cans on the west side of Collins is two large and asked for more benches and cans.

Councilwoman Cohen suggested that the Village create a survey regarding the general themes discussed at the public waterfront park design workshops for Village residents and registered voters. She said it would be interesting to hear other people's commentaries and to get more input. Mr. Gonzalez commented that it is hard to design by survey and suggested having more charrettes in lieu of a survey.

Mayor Groisman stated that a lot of great work has been done and there was sufficient input from community members from the two public workshops in addition to input he had personally received from community members. He read the definition of "paralysis by analysis" and said that the project was at a point where it can come to the Council, that was elected to represent the community, for a vote.

Councilman Freimark restated that design by survey is inefficient and the process to date had been user friendly with significant notice. He asked the Manager if the Village had received any concerns/complaints from out-of-town residents regarding not being able to attend the workshops, to which Mr. Gonzalez said it had not. Councilman Freimark then stated that we would be fundamentally opposed to a survey, to which Mayor Groisman and Councilman Albaum voiced that they too would be opposed. Assistant Mayor Salver stated that the subject had been exhausted and moved to the next item on the Agenda.

R10 – VILLAGE MANAGER REPORT

R11 – VILLAGE CLERK REPORT

R11A Lobbyist Report

R12 – VILLAGE ATTORNEY REPORT

Ms. Trevarthen announced the following executive sessions according to Florida Statutes 286.011(8).

- Kent Harrison Robbins vs Bal Harbour Village et All 17-235AP Petition for Cert.
- Lynn Bloch Mullen vs. Bal Harbour Village. 17-236AP Petition for Cert.

- Lynn Bloch Mullen et al vs Bal Harbour Village 17-15260CA21 Complaint
- Saks Fifth Avenue LLC vs Village of Bal Harbour 17-15374CA04 Complaint

END OF REGULAR AGENDA

ADJOURNMENT – The meeting was adjourned at 9:54 PM

_____
Mayor Gabriel Groisman

Attest:

_____
Dwight S. Danie, Village Clerk

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

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.

Issue:

Should the Village Council approve the contribution of $5,000.00 to the "Do the Right Thing of Miami, Inc.", program from the Law Enforcement Trust Funds?

Item Summary/Recommendation:

The "Do the Right Thing" program has been sustained for 25 years through a sponsorship with local law enforcement agencies using Law Enforcement Trust Fund (L.E.T.F.) monies. "Do the Right Thing" services all school-age children throughout Miami-Dade County by rewarding their positive behavior, actions and good deeds.

The Bal Harbour Police Department would like to support this organization and join other local agencies in this community wide crime prevention initiative which impacts all jurisdictions.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION/ORDINANCE

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
1	$5,000	Management Expense - Law Enforcement Trust Fund (L.E.T.F.)	12-21-504901

Sign Off:

Acting Chief	Chief Financial Officer	Village Manager
Raleigh Flowers, Jr.	Amber Riviere	Jorge M. Gonzalez

AGENDA ITEM _____

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 17, 2018

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE DONATION OF $5,000.00 OF LAW ENFORCEMENT TRUST FUNDS TO "DO THE RIGHT THING OF MIAMI, INC."; PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of this Resolution.

BACKGROUND

The "Do the Right Thing" program has been sustained for 25 years through a sponsorship with local law enforcement agencies using Law Enforcement Trust Fund (L.E.T.F.) monies. "Do the Right Thing" services all school-age children throughout Miami-Dade County by rewarding their positive behavior, actions and good deeds.

ANALYSIS

The DTRT Awards Program distinguishes exceptional school-age children who choose to be drug and crime free, exhibit non-violent behavior, do well in school, make a difference in their communities, and demonstrate turnaround behavior. Each month of the school year, parents, police officers, teachers, and other adults nominate up to 1,000 children for "doing the right thing." A selection committee reviews the nominations and selects ten finalists for the month who are honored at a ceremony at police headquarters in downtown Miami.

CONCLUSION

Council is asked to consider the Bal Harbour Police Department request support this organization and join the following local agencies in this community wide crime prevention initiative which impacts all jurisdictions:

- Bay Harbour Islands Police Department
- Coral Gables Police Department
- Golden Beach Police Department
- Hialeah Gardens Police Department
- Indian Creek Police Department
- Key Biscayne Police Department

AGENDA ITEM _____

- Miami Beach Police Department
- Miami Shores Police Department
- North Miami Beach Police Department
- Pinecrest Police Department
- South Miami Police Department
- Town of Cutler Bay Police Department

I, therefore, recommend approval of this item based on the aforementioned information.

As approved by Council, a donation of $5,000.00.

JMG/RF/CD

Attachments:

1. L.E.T.F Affidavit
2. Invoice for Contribution

RESOLUTION NO. 2018- ___

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.

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

WHEREAS, the Village Council desires to support the mission of DTRT by making a donation in the amount of $5,000.00 out of the Village's State Law Enforcement Trust Funds (the "Donation"); and

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

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

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

Section 2. Donation Authorized. That the donation of $5,000.00 of Law Enforcement Trust Funds to Do the Right Thing of Miami, Inc. is hereby authorized and approved.

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

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

PASSED AND ADOPTED this 17th day of April, 2018.

Mayor Gabriel Groisman

Dwight Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

AFFIDAVIT

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

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

I Raleigh Flowers, Jr., Acting Police Chief of Village of Bal Harbour, do hereby certify that this $5,000.00 donation and/or expenditure from the Village of Bal Harbour's Forfeited Assets Fund for "Do the Right Thing of Miami, Inc." program complies with the provisions of Florida State Statute 932.7055, known as the Law Enforcement Trust Fund (LETF), as amended.

Raleigh Flowers, Jr.
Acting Police Chief
Bal Harbour Police Department

The foregoing instrument was acknowledged before me this 17th day of April 2018, by Raleigh Flowers Jr., Acting Police Chief of the Police Department of Bal Harbour, Florida, a Florida municipal corporation, who (check one) [ ] is personally known to me or [ ] has produced Florida Driver's license as identification.

[SEAL] Sarina M Hirsch
Notary Public, State of Florida

Print name: SARINA M HIRSCH

Commission Expires: 03/01/22

Commission No: GG 174621

SARINA M. HIRSCH
MY COMMISSION # GG 174621
EXPIRES: March 1, 2022
Bonded Thru Notary Public Underwriters

DO THE RIGHT THING OF MIAMI, INC.

C/O CITY OF MIAMI POLICE DEPARTMENT
400 N.W. 2ND AVENUE / ROOM 201-J / MIAMI, FL 33128
PHONE: 305-579-3344/FAX: 305-350-7919
WEBSITE: WWW.DOTHERIGHTTHINGINC.ORG

Board of Directors

Teresa Enriquez
President

Juanita Walker
Vice President

Marie-Jo Toussaint
Secretary

Christopher Rose
Treasurer

Rosalind Castle

Directors Emeritus

Jorge Colina
Miami Police Chief

Emilio Gonzalez
Miami City Manager

Advisory Director

Trina Robinson
NBC 6

Founding Directors

Carol McCracken
Marzell Smith

Advisory Board

Dori Alvarez
Rona Brandell
Jaquelyn Calzadilla
Priscila Eidam
Jacqueline Gonzalez-Cuba
Commissioner Wifredo Gort
Commissioner Keon Hardemon
Donald March, Jr.
Ian Moffett
Lea Padron
Jennifer Rojo Suarez
Commissioner Ken Russell
Akua Scott

Selection Committee

Cristina De Varona
Kenia Fallat
Sergio Guerrero
Richard Perez
Aileen Rodriguez

Staff

Jodi Atkison
Executive Director

Ariadna Espinosa
Program Coordinator

INVOICE

Bal Harbour Police Department
c/o Chief of Police
655 Ninety-Sixth Street
Bal Harbour, FL 33154

Do The Right Thing Law Enforcement Partners Campaign:

Sponsorship of the Do The Right Thing Program to assist in recognizing and rewarding Miami-Dade County students for their positive behavior, actions, and good deeds in conjunction with local law enforcement.

Please make check payable to Do The Right Thing and remit payment to:

Do The Right Thing, Inc.
c/o Miami Police Department
400 N.W. 2nd Avenue, Room 201-J
Miami, FL 33128

TOTAL: $5,000.00

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE EXPENDITURE OF $5,078.15 OF LAW ENFORCEMENT TRUST FUNDS TO PURCHASE PROTECTIVE GEAR FOR MOBILE FIELD FORCE RESPONSE TEAM, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the expenditure of $5,078.15 for protective gear and equipment from the Law Enforcement Trust Funds?

Item Summary/Recommendation:

The increase of acts of violence and demonstrations that have occurred in several communities throughout the United States, has prompted the Bal Harbour Police Department and its neighboring police agencies to adequately train and prepare to respond to critical incidents situations. As a result, the Bal Harbour Police Department along with our neighboring police agencies have assembled a regional Mobile Field Force Response Team (MFFRT). The MFFRT received specialized training in effectively managing crowds and preserving the peace that will provide an organized and disciplined response during demonstrations, civil disturbances, and any other crisis situation within our region. Each MFFRT officer must be equipped with the proper equipment and protective gear to effectively perform their duties.

The procurement of this equipment will ensure the Bal Harbour Village police officers are equipped with the necessary gear needed for the MFFRT.

This purchase is a justifiable use of State Law Enforcement Trust Funds

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION

Advisory Board Recommendation:

N/A

Financial Information:

	Amount	Account	Account #
1	$5,078.15	Management Expense - Law Enforcement Trust Fund (L.E.T.F.)	12-21-504901

Sign Off:

Acting Chief	Chief Financial Officer	Village Manager
Raleigh Flowers, Jr.	Amber Riviere	Jorge M. Gonzalez

AGENDA ITEM _____

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 17, 2018

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE EXPENDITURE OF $5,078.15 OF LAW ENFORCEMENT TRUST FUNDS TO PURCHASE PROTECTIVE GEAR FOR MOBILE FIELD FORCE RESPONSE TEAM, PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending the approval of this resolution.

BACKGROUND

In light of the recent acts of violence and demonstrations that have occurred across several communities throughout the United States, the Bal Harbour Police Department along with our neighboring police agencies have assembled a regional Mobile Field Force Response Team (MFFRT). The MFFRT is comprised of police officers, supervisors and command staff members from Bal Harbour, Bay Harbor Islands, Surfside, Aventura, Miami Beach, Sunny Isles, Golden Beach, North Miami Beach, North Bay Village and North Miami Police Departments. The MFFRT received specialized training in effectively managing crowds and preserving the peace that will provide for an organized and disciplined response during demonstrations, civil disturbances, and any other crisis situation within our region. The Bal Harbour Police Department has six officers assigned to the MFFRT.

ANALYSIS

The MFFRT was assembled to provide a rapid, organized and disciplined response during crisis situations. The primary objective of the MFFRT is the preservation of life and property and the application of de-escalation tactics during critical incidents. In order to accomplish these objectives and prepare for deployment, each MFFRT officer must successfully complete the required instructional training and practicum exercises. Officers assigned to the MFFRT must be equipped with specialized protective gear and outfitted with equipment that will provide protection during an active mobilization. It will be necessary to purchase batons, baton holders, elbow pads, shin guards, gas masks, and equipment bags for each of the officers assigned to the MFFRT. The procurement of this equipment will ensure that the Bal Harbour officers assigned to the MFFRT are equipped and prepared to respond if called upon.

CONCLUSION

The unified regional MFFRT was assembled to provide a strategic and organized response to the regional municipalities to assist in crowd management and crisis situations. The equipment needed will ensure that each Bal Harbour officer assigned to the MFFRT has the required gear for any MFFRT response and mobilization. Council is asked to consider the use of L.E.T.F. funds for the purchase of the necessary protective gear for the Bal Harbour officers in the MFFRT. The equipment will be purchased from GT Distributors, Inc., for a total cost of $5,078.15. The unified regional MFFRT was assembled to provide a strategic and organized response to the regional municipalities to assist in crowd management and crisis situations. In order to equip and protect the MFFRT officers, each agency will need to purchase the required gear for each of the MFFRT officers. I, therefore, recommend approval of this item.

Attachments:

1. L.E.T.F. Affidavit
2. Quote - GT Distributors, Inc.

RESOLUTION NO. 2018- ___

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; AUTHORIZING AND APPROVING THE EXPENDITURE OF $5,078.15 OF LAW ENFORCEMENT TRUST FUNDS TO PURCHASE PROTECTIVE GEAR FOR MOBILE FIELD FORCE RESPONSE TEAM (MFFRT); PROVIDING FOR IMPLEMENTATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, increased acts of violence and demonstrations have occurred in several communities throughout the United States, which has prompted the Bal Harbour Police Department and its neighboring police agencies to adequately train and prepare to respond to critical incidents situations; and

WHEREAS, these police agencies have assembled a regional Mobile Field Force Response Team (MFFRT), to receive specialized training in effectively managing crowds and preserving the peace so they can provide an organized and disciplined response during demonstrations, civil disturbances, and any other crisis situation within our region; and

WHEREAS, the Village Council desires to support the MFFRT by procuring the proper equipment and protective gear for officers assigned to MFFRT for $5,078.15 out of the Village's State Law Enforcement Trust Funds (the "Expenditure"), as detailed in Exhibit A; and

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

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

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

Section 2. **Expenditure Authorized.** That the expenditure of $5,078.15 of Law Enforcement Trust Funds for MFFRT equipment and protective gear as provided in Exhibit A is hereby authorized and approved.

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

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

PASSED AND ADOPTED this 17th day of April, 2018.

Mayor Gabriel Groisman

Dwight Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

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

AFFIDAVIT

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

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

I Raleigh Flowers, Jr., Acting Police Chief of Village of Bal Harbour, do hereby certify that this $5,078.15 expenditure from the Village of Bal Harbour's Forfeited Assets Fund for protective gear for "Mobile Field Force Response Team" complies with the provisions of Florida State Statute 932.7055, known as the Law Enforcement Trust Fund (LETF), as amended.

Raleigh Flowers, Jr.
Acting Police Chief
Bal Harbour Police Department

The foregoing instrument was acknowledged before me this 10 day of April 2018, by Raleigh Flowers Jr., Acting Police Chief of the Police Department of Bal Harbour, Florida, a Florida municipal corporation, who (check one) [✓] is personally known to me or [ ] has produced Florida Driver's license as identification.

[SEAL] Sarina M. Hirsch
Notary Public, State of Florida

Print name: SARINA M. HIRSCH

Commission Expires: 03/01/2022

Commission No: GG 174621

SARINA M. HIRSCH
MY COMMISSION # GG 174621
EXPIRES: March 1, 2022
Bonded Thru Notary Public Underwriters

Quote	QTE0086692
Date	4/9/2018
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Bill To:

Bal Harbour Police Department (FL)
Attn: Accounts Payable
655 96th Street
Bal Harbour FL 33154

Ship To:

Bal Harbour Police Department (FL)
Attn: Accounts Payable
655 96th Street
Bal Harbour FL 33154

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
BHPD RIOT GEAR	010024	JL		NET 15	0/0/0000	1,776,198

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
10	HAT-E4*	Hatch-ExoTech Carry Bag	EA	$80.74	$807.40
10	MLP-2015*	Monadnock MP Baton MPNYPD26 26"	EA	$48.45	$484.50
10	MLP-TS70-M/L*	MLP EXOTECH Shin Guard Protection M/L	EA	$64.60	$646.00
10	MLP-EFP150-M-L*	Hatch Exo Tech Elbow & Forearm Protection M	EA	$47.60	$476.00
1	NOTES*	Notes: Above Pricing based from Florida State Contract 46000000-15-1	EA	$0.00	$0.00
10	AVON-70501-633*	Avon PC50 Twin Port APR Sz Medium Mask Or Specify Size Prior to Processing	EA	$218.25	$2,182.50
3	AVON-72606-3*	Avon CTCF50 Riot Agent Filter (pack of 4)	EA	$152.25	$456.75
1	NOTES*	Notes: Shipping charges for Gas Mask only	EA	$0.00	$0.00

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Jeff Ludwig. Thank You.

Subtotal	$5,053.15
Misc	$0.00
Tax	$0.00
Freight	$25.00
Total	$5,078.15

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SOLE SOURCE AGREEMENT BETWEEN THE VILLAGE AND THE SANDERS COMPANY, INC. FOR THE REPAIR OF A FAIRBANKS MORSE PUMP SERIAL # 232855-0 AS DETAILED WITHIN THE PROPOSAL NO. 03687, IN THE AMOUNT NOT TO EXCEED $38,438.

Issue:

Should the Village Council approve the sole source agreement with the Sander's Company, Inc. for the repair of 96 street storm water station pump in the amount of $ 38,438?

The Village currently maintains the Florida Department of Transportation (FDOT) Storm Water Pump Station located west of the Parks and Public Spaces Facility along the water. It is the Village's responsibility to maintain the pump station. The existing Maintenance Memorandum of Understanding (MOU) between Bal Harbour Village and the (FDOT), requires the Village to provide routine maintenance and repairs of the pump station.

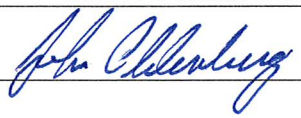
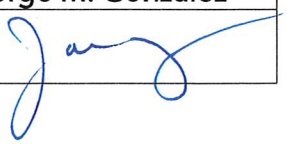
The Stormwater Pump Station is responsible for removal of the Stormwater that accumulates on Collins Avenue south of Harbour Way as well as 96 Street from Collins Avenue to the western limit of the Village. The station was constructed in 2001 and the pump is scheduled for rehabilitation. The pump will be rebuilt by the manufacturer's authorized distributor. The repair of the pump will be provided by Sanders Company, Inc., the exclusive authorized Fairbanks Morse Pump Co. distributor for all State of Florida counties east of the Apalachicola River. As a "Soul Source" vendor, their contract covers both new units and OEM repair parts for this region. Only companies such as Sanders Company Inc. that are under contract with Fairbanks Morse are authorized to sell Fairbanks Morse products, OEM parts, and services. The Sanders Company Inc., provided a quote in the amount of $38,438, rounded up to the nearest dollar for the repair of the Stormwater pump, inclusive of freight costs. Additionally, the Sanders Company, Inc. provides a one (1) year warranty for the pump repairs.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION.

Financial Information:

	Amount	Account	Account #
1	$ 38,438.00	Maintenance of Equipment	01-41-504601

Sign Off:

Chief Financial Officer	Director Parks & Public Spaces	Village Manager
Amber Riviere	John A. Oldenburg	Jorge M. Gonzalez
		

AGENDA ITEM _____

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 17, 2018

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SOLE SOURCE AGREEMENT BETWEEN THE VILLAGE AND THE SANDERS COMPANY, INC. FOR THE REPAIR OF A FAIRBANKS MORSE PUMP SERIAL # 232855-0 AS DETAILED WITHIN THE PROPOSAL NO. 03687, IN THE AMOUNT NOT TO EXCEED THIRTY EIGHT THOUSAND FOUR HUNDRED THIRTY EIGHT DOLLARS ($38,438); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending the approval of this Resolution.

BACKGROUND

The Village currently maintains the Florida Department of Transportation (FDOT) Storm Water Pump Station located west of the Parks and Public Spaces Facility along the water. It is the Village's responsibility to maintain the pump station. The existing Maintenance Memorandum of Understanding (MOU) between Bal Harbour Village and the (FDOT), requires the Village to provide routine maintenance and repairs of the pump station.

ANALYSIS

The Stormwater Pump Station is responsible for removal of the Stormwater that accumulates on Collins Avenue south of Harbour Way as well as 96 Street from Collins Avenue to the western limit of the Village. The station was constructed in 2001. One of the two pumps that operate this station is in need of rehabilitation repairs. The pump will be rebuilt by the manufacturer's authorized distributor.

The repair of the pump will be provided by Sanders Company, Inc., the exclusive authorized Fairbanks Morse Pump Co. distributor for all State of Florida counties east of the Apalachicola River. As a "Soul Source" vendor, their contract covers both new units and OEM repair parts for this region. Only companies such as Sanders Company Inc. that are under contract with Fairbanks Morse are authorized to sell Fairbanks Morse products, OEM parts, and services.

The pump will be removed from the station by the Village pump station maintenance vendor, Pump Station Maintenance Services, LLC. (PSMS) and shipped to the company location for the needed repairs. After repairs are completed, the pump will be returned and re-installed at the pump station by (PSMS). There is an additional pump at the station that is operable to ensure operation as a redundancy. The estimated repair time is six (6) to eight (8) weeks

Sanders Company Inc., provided a quote in the amount of thirty eight thousand, four hundred thirty seven dollars and fifty cents ($38,437.50) for the repair of the Stormwater pump. Inclusive of freight. Additionally, the Sanders Company, Inc. provides a one (1) year warranty for the pump.

This resolution authorizes a "Sole Source Agreement". This type of procurement activity is defined by the Institute of Public Procurement (NIGP), as an agreement based on a situation in which there exists an inability to obtain competition. In the sole source procurement method, there is one supplier that possesses the unique ability or capability to meet the particular requirements of the solicitation. The purchasing authority may require a justification from the requesting department within the agency explaining why this is the only source for the requirement. In this case, the Sanders Company Inc. is the exclusive authorized Fairbanks Morse Pump Co. distributor in this region of the State. The Fairbanks Morse Pump Co. has verified via letter that Sanders Company, Inc. is the exclusive authorized distributor for this region, (See Attached).

CONCLUSION

The repair of storm water station pump will serve to bring this station into enhanced operation and greatly reduce the flooding experienced along 96 street during heavy rainfall events. I have reviewed the proposals received from Sanders Company, Inc.. The quote received is from a soul source vendor and the rebuild of the pump, serves to uphold the Village's responsibility to maintain this station under agreement with the FDOT.

Based on the price provided and the responsibilities of the Village to maintain the Stormwater Pump Station, I have determined it to be in the best interest of the Village to approve this resolution to repair the Stormwater pump Serial # 232855-0 at a cost not to exceed thirty eight thousand, four hundred thirty seven dollars ($38,438), as detailed within the proposal received from Sanders Company, Inc., and therefore recommend your approval of this Resolution.

Attachments:

1. Proposal No. 03687 from Sanders Company, Inc..
2. Sole Source Letter from Fairbanks Morse Pentair Pump Group

RESOLUTION NO. 2018-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SOLE SOURCE AGREEMENT BETWEEN THE VILLAGE AND THE SANDERS COMPANY, INC. FOR THE REPAIR OF A FAIRBANKS MORSE PUMP SERIAL # 232855-0 AS DETAILED WITHIN THE PROPOSAL NO. 03687, IN THE AMOUNT NOT TO EXCEED THIRTY EIGHT THOUSAND FOUR HUNDRED THIRTY EIGHT DOLLARS ($38,438); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village currently maintains the Florida Department of Transportation (FDOT) Storm Water Pump Station located west of the Parks and Public Spaces Facility along the water; and

WHEREAS, the existing Maintenance Memorandum of Understanding (MOU) between Bal Harbour Village and the (FDOT), requires the Village to provide routine maintenance and repairs of the pump station; and

WHEREAS, one of the two the pumps that operate this station is inoperable and requires rehabilitation to return the storm water station to full operation; and

WHEREAS, the Sanders Company Inc., provided a proposal No. 03687 in the amount of thirty eight thousand, four hundred thirty seven dollars and fifty cents ($38,437.50) for the required work; and

WHEREAS, the Sanders Company, Inc., is the exclusive authorized Fairbanks Morse Pump Co. distributor for this region of the State of Florida and is identified by the pump manufacturer as a "Sole Source" vendor; and

WHEREAS, the pump manufacturer, Fairbanks Morse, Pentair Pump Group, has provided a letter attesting that the Sanders Company, Inc., is the exclusive authorized Fairbanks Morse Pump Co. distributor for this region of the State of Florida; and

WHEREAS, this Council has determined that it is in the best interest of the Village to enter into an agreement with the Sanders Company, Inc., for the provision of the required pump repairs as detailed within proposal No. 03687, in the amount not to exceed thirty eight thousand, four hundred thirty eight dollars, rounded up to the nearest dollar for these services.

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

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

Section 2. Agreement Approved. That the agreement with agreement with the Sanders Company, Inc., for the provision of the required pump repairs as detailed within proposal No. 03687, in the amount not to exceed thirty eight thousand, four hundred thirty eight dollars ($38,438), rounded up to the nearest dollar, in substantially the form attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

Section 3. Expenditure Approved for Pump Repair. That the expenditure of identified budgeted funds for the provision of the required pump repairs as detailed within proposal No. 03687, in the amount not to exceed thirty eight thousand, four hundred thirty eight dollars, rounded up to the nearest dollar ($38,438) is hereby approved.

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

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

PASSED AND ADOPTED this 17th day of April, 2018.

_____
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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2018 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Sanders Company, Inc. ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village has a memorandum of understanding ("MOU") with the Florida Department Of Transportation (FDOT) to maintain a Storm Water Pump Station located on the west side of where the Parks and Public Spaces Facility is currently located; and

WHEREAS, the Village desires to repair an inoperable pump at the Station; and

WHEREAS, Sanders Company, Inc. is the sole provider of repair services for the type of pump at the station; and

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

I. SCOPE OF SERVICES. Consultant shall provide the materials and accompanying scope of services ("Services") incorporated herein and attached hereto as Exhibit "A."

II. TERM. This Agreement shall commence on the Effective Date and shall continue for six weeks until the successful completion of the Services outlined herein, unless otherwise terminated with or without cause, or amended for an extension by the Village in accordance with the provisions of this Agreement.

III. PAYMENT. In consideration of Consultant's completion of the Services rendered hereunder, the Village shall pay to Consultant, a total fee in an amount not to exceed thirty eight thousand four hundred thirty eight ($ 38, 438.00) Dollars. All Services performed shall be invoiced to the Village. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to

terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement. Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

B. Termination for Convenience of the Village.

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

V. INSURANCE REQUIREMENTS

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

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

	Per Occurrence	Aggregate
General Liability	$1,000,000	$2,000,000
Automobile Liability	$1,000,000 combined single limit per accident	

Professional Liability	$500,000	$1,000,000
Workers' Compensation	Statutory Amount	

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

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

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

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

VI. INDEMNIFICATION.

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

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

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

VII. ENTIRE AGREEMENT.

This Agreement (including Exhibit A), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

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

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

The Consultant shall be responsible for technical deficiency in the Services (Service deliverable; i.e. study, design, etc.) due to errors and omissions for one year after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village. Consultant shall assign any manufacturer warranties or additional Service warranties to the Village upon completion of the Service. In the event that any warranty provisions conflict, the provision that is most favorable to the Village shall prevail.

IX. NON-EXCLUSIVITY.

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

X. SEVERABILITY.

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

XI. ANTI-DISCRIMINATION.

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

XII. NOTICES.

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

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

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

To Consultant: Sanders Company Inc.
2816 Southeast Monroe Street
Stuart, FL 34997

XIII. COMPLIANCE WITH LAWS.

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

XIV. SUCCESSORS AND ASSIGNS.

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

XV. SURVIVAL OF TERMS.

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

XVI. GOVERNING LAWS.

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

XVII. NO CONTINGENT FEES.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any

person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

XVIII. WAIVER.

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

XIX. FORCE MAJEURE.

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

XX. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

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

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

CONSULTANT:

By: _____
President

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

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Village Clerk

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

By:_____
Village Attorney

EXHIBIT “A”

SANDERS
COMPANY, INC.
2816 SOUTHEAST MONROE STREET
STUART, FLORIDA 34997
772-220-2900 800-247-0880
Fax: 772-220-3088

Proposal

Date: 3/27/2018
Proposal #: 03687
Project:

Customer:
BAL HARBOUR VILLAGE

Terms	P.O. NO.

Qty.	Description	Unit Price	Total
1	FAIRBANKS MORSE PUMP REPAIR-S/N: 232855-0 Reference # 300129258 Rev. 0 Fairbanks Nijhuis would like to thank you for allowing us the opportunity to quote repairs on the unit listed above. Below I have outlined a typical scope of repair and pricing for the rebuild of a 24” 8211 UW. Scope of Repair: • Arrange and Pay for Transportation to our Kansas City, KS Repair Facility • Disassemble, Blast and Inspect all pump components • Provide Detailed Inspection Report • The following Components are Considered to be Reusable o Suction Bell o Propeller o Discharge Bowl o Pump Shaft o Column Pipe o Packing Box o Pedestal • Dynamically Balance Propeller to FN Standards • Weld Repair and Machine Fits as Needed on the Following Parts o Motor Pedestal o UG Elbow o Column Pipe • Replace the following with OEM Components o Suction Bell and Bowl Bearings o Propeller Hardware (Key, Thrust Ring, Snap Ring) o Line Shaft Bearings o Line Shaft and Line Shaft Couplings o Packing per Original Order o Packing Box Bushing o Gaskets and Hardware (as needed)	38,437.50	38,437.50

Prepared By: **Angie Burke**

Email: **Burke@SandersCompany.com**

Sales Tax (6.0%)

Total

SANDERS
COMPANY, INC.
2816 SOUTHEAST MONROE STREET
STUART, FLORIDA 34997
772-220-2900 800-247-0880
Fax: 772-220-3088

Proposal

Date: 3/27/2018
Proposal #: 03687
Project:

Customer:
BAL HARBOUR VILLAGE

Terms	P.O. NO.

Qty.	Description	Unit Price	Total
	• Assemble Pump Complete • Coat the Following Below Grade Surfaces with 1 Coat Tnemec N140 Black o Exterior of Bowl Assembly o Interior and Exterior of Column/UG Elbow • Coat Above Grade Surfaces with 1 Coat Real Blue • Coordinate and Pay for Shipment to Destination Our lead time will be 6 – 8 weeks after receiving the pump and the approval to proceed. An optional performance test is available for an additional $4,800.00 per pump. Please add an additional 2 weeks onto lead time for this option. This quotation includes only the parts or processes specifically outlined above. Any additional parts or processes deemed necessary by F.N. after the inspection will be quoted separately at an extra cost. Additional parts or processes will be included only after the approval and authorization by the Customer. Warranty will be contingent on the inclusion of any processes deemed necessary by F.N.		

Prepared By: **Angie Burke**

Email: **Burke@SandersCompany.com**

Sales Tax (6.0%) $0.00

Total $38,437.50

Items are non-returnable and non-refundable without prior approval and are subject to a re-stocking fee. Parts quoted are same as originally manufactured and supplied within the serial number given to Sanders Company.

Fairbanks Morse
Pentair Pump Group

Jim Miller, Regional Sales Manager
3925 North I-10 Service Road
Suite 109-Q
Metairie, LA 70002
Phone 504/889-2125
Mobile 504/454-7869

January 2, 2018

Re: Sanders Company Inc.

Sanders Company Inc. is the *exclusive authorized Fairbanks Morse Pump Co. distributor for all counties east of the Apalachicola River.* Their contract covers both new units and *OEM repair parts* for this region. Only companies such as Sanders Company Inc. that are under contract with Fairbanks Morse are authorized to sell our products, OEM parts, and services. Please contact Fairbanks Morse Pump Co. should you have any question.

We thank you for your confidence in Fairbanks Morse Pump Co. products and look forward to serving your requirements in the future through Sanders Company Inc.

Sincerely,

James A Miller

James A. Miller
Regional Sales Manager

cc: Mr. David Sanders Sanders Company Stuart Florida.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SOLE SOURCE AGREEMENT BETWEEN THE VILLAGE AND HYDRA SERVICE INC., FOR THE PURCHASE OF TWO ABS SUBMERSIBLE SANITARY SEWER PUMPS ONE MODEL XFP100J-CH1.326-PE 3504 AND ONE MODEL XFP155J-CB2-PE860 CURVE, AS DETAILED IN PROPOSALS NO. 180102-LC-NV-REV-2 AND NO. 180226-1LC-NV-REV-2IN , IN THE AMOUNT NOT TO EXCEED ($63,599)

Issue:

Should the Village Council approve the sole source agreement with Hydra Service, Inc., to provide two submersible sanitary sewer pumps as detailed in proposals No. 180102-LC-NV-REV-2 and No. 180226-1LC-NV-REV-2 totaling ($63,599)?

The Village currently maintains the two sanitary sewer pump stations located at Collins and 96 Street, Pump Station No.-2 (PS-2) and Pump Station No.-1 (PS-1) located at 184 Bal Bay Drive. Both pump stations utilize a combination of submersible sanitary sewer pumps to move the sewage towards the City of Miami Beach receipt point and ultimately received at the Miami Dade County Sewage Treatment Facility at Virginia Key for treatment. While both pump stations contain several submersible sanitary sewer pumps to operate the stations, the Village does not have any spare pumps within its existing parts inventory. In the event one of the pumps fails and requires repair. The pumps stations do have a designed redundancy which allows the stations to operate when one pump fails however, the stations operate at a reduced efficiency. When this situation occurs the remaining pumps operate at an increased level which elevates the potential for additional pumps to fail. These type of pumps are highly specialized and replacement pumps are not readily available to purchase from existing manufacturer inventories. The pumps are produced when ordered and the lead time to procure a new pump can be as long as twenty two (22), weeks. The two new spare pumps will be supplied Hydra Service, Inc., the exclusive authorized sole distributor for Sulzer wastewater, (formally ABS), products within the State of Florida. Hydra Service, Inc., provided proposals totaling ($63,599), rounded up to the nearest dollar, for the supply of the two pumps, inclusive of freight. Both pumps are covered under a standard five (5) year manufacturer's warranty. The manufacturer, Sulzer Pumps Solutions, Inc., has verified via letter that Hydra Service, Inc., is the exclusive authorized distributor for the State.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE RESOLUTION.

Financial Information:

	Amount	Account	Account #
1	$ 63,599.00	Water and Sewer Fund	40-36-504601

Sign Off:

Chief Financial Officer	Director Parks & Public Spaces	Village Manager
Amber Riviere	John A. Oldenburg	Jorge M. Gonzalez
	John Oldenburg	

AGENDA ITEM _____

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 17, 2018

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SOLE SOURCE AGREEMENT BETWEEN THE VILLAGE AND HYDRA SERVICE INC., FOR THE PURCHASE OF TWO ABS SUBMERSIBLE SANITARY SEWER PUMPS ONE MODEL XFP100J-CH1.326-PE 3504 AND ONE MODEL XFP155J-CB2-PE860 CURVE, AS DETAILED IN PROPOSALS NO. 180102-LC-NV-REV-2 AND NO. 180226-1LC-NV-REV-2, IN THE AMOUNT NOT TO EXCEED SIXTY THREE THOUSAND FIVE HUNDRED NINETY NINE DOLLARS ($63,599); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending the approval of this Resolution.

BACKGROUND

The Village currently maintains the two sanitary sewer pump stations located at Collins and 96 Street, Pump Station No.-2 (PS-2) and Pump Station No.-1 (PS-1) located at 184 Bal Bay Drive. Both pump stations utilize a combination of submersible sanitary sewer pumps to move the sewage towards the City of Miami Beach receipt point and ultimately received at the Miami Dade County Sewage Treatment Facility at Virginia Key for treatment.

ANALYSIS

While both pump stations contain several submersible sanitary sewer pumps to operate the stations, the Village does not have any spare pumps within its existing parts inventory. In the event one of the pumps fails and requires repair. The pumps stations do have a designed redundancy which allows the stations to operate when one pump fails however, the stations operate at a reduced efficiency. When this situation occurs the remaining pumps operate at an increased level which elevates the potential for additional pumps to fail. These type of pumps are highly specialized and replacement pumps are not readily available to purchase from existing manufacturer inventories. The pumps are produced when ordered and the lead time to procure a new pump can be as long as twenty two (22), weeks.

Due to the critical role these pumps play in the effective operation of the Village sanitary sewer stations, it is appropriate to have at least one spare submersible sanitary sewer pump on hand for this type of event. Unfortunately, each pump station contains different sized and types of submersible sanitary sewer pumps that are not interchangeable, necessitating the purchase of two different pumps.

The two new spare pumps will be supplied Hydra Service, Inc., the exclusive authorized sole distributor for Sulzer wastewater, (formally ABS), products within the State of Florida. Hydra Service , Inc., provided proposal No. 180102-LC-NV-REV-2 and No. 180226-1LC-NV-REV-2 totaling sixty three thousand, five hundred ninety nine dollars ($63,599), rounded up to the nearest dollar, for the supply of the two pumps, inclusive of freight. Both pumps are covered under a standard five (5) year manufacturer's warranty

This resolution authorizes a "Sole Source Agreement". This type of procurement activity is defined by the Institute of Public Procurement (NIGP), as an agreement based on a situation in which there exists an inability to obtain competition. In the sole source procurement method, there is one supplier that possesses the unique ability or capability to meet the particular requirements of the solicitation. The purchasing authority may require a justification from the requesting department within the agency explaining why this is the only source for the requirement. In this case, the Hydra Service, Inc. is the exclusive authorized Sulzer wastewater, (formally ABS), products distributor within the State of Florida. The manufacturer, Sulzer Pumps Solutions, Inc., has verified via letter that Hydra Service, Inc., is the exclusive authorized distributor for the State, (See Attached).

CONCLUSION

The purchase of spare submersible sanitary sewer pumps provides an important redundancy to the sanitary sewer system as a whole and enhances our readiness to respond to component failures as they occur. Additionally, in the event these pumps are pressed into service, the cost to install the pumps is greatly reduced since their purchase will not be subject to the additional costs to expedite their procurement.

I have reviewed the proposals received from Hydra Service, Inc. The quotes received are from a soul source vendor verified by the manufacturer, Sulzer Pumps Solutions, Inc.. Based on the price provided and the critical nature of these pumps to operate our sanitary sewer stations, I have determined it to be in the best interest of the Village to approve this agreement with Hydra Service, Inc., to provide two submersible sanitary sewer pumps as detailed in proposals No. 180102-LC-NV-REV-2 and No. 180226-1LC-NV-REV-2 totaling sixty three thousand, five hundred ninety nine dollars ($63,599), rounded up to the nearest dollar, and therefore recommend your approval of this Resolution.

Attachments:

1. Proposals No. 180102-LC-NV-REV-2 and No. 180226-1LC-NV-REV-2 from Hydra Service, Inc.
2. Sole Source Letter from Sulzer Pumps Solutions, Inc.

RESOLUTION NO. 2018-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE SOLE SOURCE AGREEMENT BETWEEN THE VILLAGE AND HYDRA SERVICE INC., FOR THE PURCHASE OF TWO ABS SUBMERSIBLE SANITARY SEWER PUMPS ONE MODEL XFP100J-CH1.326-PE 3504 AND ONE MODEL XFP155J-CB2-PE860 CURVE, AS DETAILED IN PROPOSALS NO. 180102-LC-NV-REV-2 AND NO. 180226-1LC-NV-REV-2, IN THE AMOUNT NOT TO EXCEED SIXTY THREE THOUSAND FIVE HUNDRED NINETY NINE DOLLARS ($63,599); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village currently maintains the two sanitary sewer pump stations located at Collins and 96 Street, Pump Station No.-2 (PS-2) and Pump Station No.-1 (PS-1) located at 68 Bal Bay Drive; and

WHEREAS, while both pump stations contain several submersible sanitary sewer pumps to operate the stations, the Village does not have any spare pumps within its existing parts inventory; and

WHEREAS, the pumps stations operate at a reduced efficiency when one pumps fails, which elevates the potential for additional pumps to fail; and

WHEREAS, Hydra Service, Inc., the exclusive authorized sole distributor for Sulzer wastewater, (formally ABS), products within the State of Florida, provided proposals in the amount totaling sixty three thousand, five hundred ninety nine dollars ($63,599.00), rounded up to the nearest dollar, for the supply of the two pumps; and

WHEREAS, the manufacturer, Sulzer Pumps Solutions, Inc., has verified via letter that Hydra Service, Inc., is the exclusive authorized distributor for the State of Florida; and

WHEREAS, this Council has determined that it is in the best interest of the Village to enter into an agreement with Hydra Service, Inc. for the provision of two spare submersible sanitary sewer station pumps in the amount not to exceed sixty three thousand, five hundred ninety nine dollars ($63,599.00).

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

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

Section 2. Agreement Approved. That the agreement with Hydra Service, Inc. for the provision of two spare submersible sanitary sewer station pumps in the amount not to exceed sixty three thousand, five hundred ninety nine dollars ($63,599.00), as described in substantially the form attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village.

Section 3. Expenditure Approved for Pump Purchases. That the expenditure of identified budgeted funds for the provision of two spare submersible sanitary sewer station pumps in the amount not to exceed sixty three thousand, five hundred ninety nine dollars ($63,599.00) is hereby approved.

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

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

PASSED AND ADOPTED this 17th day of April, 2018.

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.

Village of Bal Harbour Purchase Agreement

This Purchase Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2018 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Hydra Service Inc., ("Contractor") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village does not have any spare pumps within its existing parts inventory; and

WHEREAS, Hydra Service, Inc., is the exclusive authorized distributor for Sulzer wastewater products within the State of Florida; and

WHEREAS, on April 17th, 2018, the Village Council approved an agreement to purchase two sanitary pumps; and

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

I. EQUIPMENT. Contractor shall provide the ABS Model XFP155J-CB2-PE860/4 submersible pump, with 6" discharge 115 HP, 460 volt, 60 Hertz, 3 phase, with 49' power cords. Duty Point 1250 GPM @ 162' TDH, with standard monitoring, without cooling option and ABS Model XFP100J-CH1.326-PE 350/4 submersible pump with 4" discharge 47HP, 460 Volt, 60 Hertz 3 Phase with 49' Power Cords. Duty Point 760 GPM @ 115' TDH with standard monitoring and cooling option as described and attached hereto as Exhibit "A."(collectively, the "Equipment")

II. TERM. The term of this Agreement (the "Term") shall commence upon execution of this Agreement by all parties hereto, which shall be the Effective Date on page 1 hereof, and shall terminate upon acceptance of the equipment by the Village.

III. TERMINATION.

A. Termination for Cause.

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

of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement. Notwithstanding the above, Contractor shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by the Contractor. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Contractor. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Contractor of such termination; which shall become effective ten (10) days following receipt by Contractor of such notice. If the Agreement is terminated for convenience by the Village, Contractor shall only be paid for any equipment provided to the Village up to the date of termination; following which the Village shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement.

IV. TITLE/RISK OF LOSS

The title and risk of loss of equipment shall not pass to Village until Village accepts the Equipment at the point of delivery.

V. NO REPLACEMENT OF DEFECTIVE TENDER

Every tender of equipment shall fully comply with the provisions herein. If a tender is made that does not fully conform, it shall constitute a breach of this Agreement and Contractor shall not have the right to substitute a conforming tender. No other equipment other than the equipment listed in Exhibit "A" shall be accepted by the Village.

VI. INSPECTION

All equipment is subject to final inspection and acceptance by the Village, which shall occur within thirty (30) days after delivery at which time equipment will be deemed accepted. Equipment failing to meet the requirements of this Agreement shall be at Contractor's risk and may be returned to Contractor, at Contractor's sole expense.

VII. INVOICES.

A separate invoice shall be issued for each shipment. No invoice shall be issued prior to shipment of equipment and no payment will be made prior to receipt of equipment and correct invoice. Payment due dates will be computed from date of receipt of equipment or date of receipt of correct invoice, whichever is later. Unless freight and other charges are itemized, any discount provided by Contractor will be taken on full amount of invoice. The Village's obligation is payable solely from funds appropriated for the purpose of acquiring the equipment referred to in this agreement. Payment shall be subject to the provisions of this Agreement. Village's obligation is payable solely from funds appropriated for the purpose of acquiring the equipment stated herein. All invoices issued shall reference this Agreement.

VIII. INSURANCE REQUIREMENTS

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

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

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

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

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

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

for all deductibles and self-insured retentions on their liability insurance policies.

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

IX. INDEMNIFICATION.

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

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

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

X. ENTIRE AGREEMENT.

This Agreement, Contractor's proposal, and any warranties on equipment shall constitute the entire Agreement. These documents shall be interpreted and govern in the following order: 1) This agreement, 2) Contractor's proposal and 3) warranties. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing

and executed by both Parties.

XI. WARRANTIES.

Contractor warrants that it will maintain all professional licenses necessary to perform the obligations under this Agreement. The Contractor warrants a Manufacturer's warranty for a period of five (5) years from the date of installation ("Warranty period"). The Equipment shall be covered by the manufacturer warranty, a copy of which is attached hereto as Exhibit "B". Contractor shall provide the labor to facilitate the replacement or repair of any parts or units covered by the terms of the manufacturer warranty for the Equipment. Any conflicts between the warranty provision in this Agreement and Exhibit "B", the provision most favorable to the Village shall prevail.

XII. SEVERABILITY.

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

XIII. ANTI-DISCRIMINATION.

Contractor certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Contractor further agrees that neither Contractor, nor any parent company, subsidiaries or affiliates of Contractor are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country that falls within the definition of "Open Trade jurisdiction" as defined in section 2-401 of the Village Code of Ordinances.

XIV. NOTICES.

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

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

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

To Contractor: Hydra Service, Inc.
250 Springview Commerce Drive
Debrary, Florida 32713

XV. COMPLIANCE WITH LAWS.

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

XVI. SUCCESSORS AND ASSIGNS.

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

XVII. SURVIVAL OF TERMS.

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

XVIII. GOVERNING LAWS.

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

XIX. NO CONTINGENT FEES.

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

XX. WAIVER.

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

XXI. FORCE MAJEURE.

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

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

CONTRACTOR: VILLAGE:

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

By: _____
President

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Village Clerk

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

By:_____
Village Attorney

EXHIBIT “A”

EXHIBIT “B”

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

SULZER abs We know how water works

250 Springview Commerce Drive
Debary Florida 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 305-951-7286
Fax:

TO:	**Village of Bal Harbour**	FROM:	**Nilo Veloz / Luis Casas**
		EMAIL:	nveloz@hydraservice.net/luis@hydraservice.net
ATTN:	**Jason Atkinson**	DATE:	**March 4, 2018**
PHONE	**786-709-6555**	QUOTE:	**180226-1LC-NV-REV-2**
FAX:		REF:	**Village of Bal Harbour PS #1-SPARE**
EMAIL:	jatkinson@balharbourfl.gov	ENG FIRM:	

1 ABS Model **XFP100J-CH1.326-PE 350/4** submersible pump, with 4" discharge 47 HP, 460 volt, 60 Hertz, 3 phase, with 49' power cords. Duty Point 760 **GPM @ 115' TDH**, with standard monitoring, with cooling option. WET PIT

NO GUARD RAILS
START-UP NOT INCLUDED
5-YR STANDARD WARRANTY INCLUDED

PRICES ARE VALID FOR 30 DAYS

Note: **No other components or options (other than the scope of supply listed above) are included.**

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED **$22,598.40** PLUS ANY FEDERAL,

ESTMTD DELIVER **20-22** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
0 DAYS OF FACTORY START-UP IS INCLUIDED AND RQUIRED FOR WARRANTY.

ACCEPTED DATE _____ Review Date: _____

_____ _____
NAME OF PURCHASER REVIEWED BY HYDRA SERVICE PUMP REP.

Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

SULZER abs

250 Springview Commerce Drive
Debary Florida 32713
Phone: 407 330 3456
Phone: 800 323 1731
Fax: 407 330 3404

Sales Representative
Contact Information
Cell Phone: 305-951-7286
Fax:

TO:	**Village of Bal Harbour**	FROM:	**Nilo Veloz / Luis Casas**
		EMAIL:	nveloz@hydraservice.net/luis@hydraservice.net
ATTN:	**Jason Atkinson**	DATE:	**March 4, 2018**
PHONE	**786-709-6555**	QUOTE:	**180102-LC-NV-REV-2**
FAX:		REF:	**Village of Bal Harbour PS #2-Spare**
EMAIL:	jatkinson@balharbourfl.gov	ENG FIRM:	

1 ABS Model **XFP155J-CB2-PE860/4** submersible pump, with 6" discharge 115 HP, **460** volt, **60** Hertz, **3** phase, with **49'** power cords. Duty Point 1250 **GPM @ 162' TDH**, with standard monitoring, without cooling option. WET PIT

NO GUARD RAILS
START-UP NOT INCLUDED
WITH COOLING OPTION (WET PIT) $43685 EACH
5-YR STANDARD WARRANTY INCLUDED

PRICES ARE VALID FOR 30 DAYS

Note: **No other components or options (other than the scope of supply listed above) are included.**

TOTAL PRICE, F.O.B. JOB, FREIGHT ALLOWED **$41,000.00** PLUS ANY FEDERAL,

ESTMTD DELIVERY: **20or22** WEEKS AFTER RECEIPT IN OUR OFFICE OF COMPLETE APPROVED SUBMITTAL DATA AND SIGNED PROPOSAL.
0 DAYS OF FACTORY START-UP IS INCLUIDED AND RQUIRED FOR WARRANTY.

ACCEPTED DATE _____ Review Date: _____

_____ _____
NAME OF PURCHASER REVIEWED BY HYDRA SERVICE PUMP REP.

Pumps Equipment
Sulzer Pumps Solutions, Inc.
140 Pond View Drive
Meriden, CT 06450
Phone (203) 238 2700
Fax (203) 238 0738
www.sulzer.com

February 12, 2018

Subject: Hydra Service Inc. as Contracted Sulzer Distributor for ABS type products

To City of Bal Harbour, Florida:

The purpose of this letter is to confirm that **Hydra Service Inc.** located in DeBary, Florida is the contracted Sulzer sole Distributor for Sulzer wastewater (formerly ABS) products, including pumps as well as the pump ex brand which is now Sulzer, mixers, blowers and aerators, for the Municipal Wastewater Collection and Treatment market. Hydra Service's territory includes the entire state of Florida.

Nationally we utilize a network of independent distributors/service centers to serve Municipal, Industrial, Building Trades and Dewatering market segments in specific territories. The authorized distributor for Sulzer products in these segments/territories has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts. **Hydra Service, Inc.** is trained in the latest methods in care and start-up of our equipment and has the ability to execute warranty claims.

Please do not hesitate to contact me if I can provide any additional information.

Sincerely,

Lance Reed
Regional Sales Manager
Southwest Region

SULZER

Limited Product Warranty

5 Year Pro-Rated | Municipal

XFP, AFP, AFL(X), VUP(X)* Permanent Type Installation

Manufacturer warrants the above referenced ABS brand equipment ("Products") to be free from defects in workmanship and materials as follows:

The warranty period shall be five (5) years from date of manufacturer provided startup, not to exceed 5 years 6 months from date of shipment. If authorized startup is not performed, the warranty shall be five (5) years from date of shipment. This warranty is contingent upon purchaser's or end user's payment of the applicable percentage of the list price (list price minus covered %) of the following parts in effect at time of replacement.

Warranty Coverage

Months	0 - 36	37 - 48	49 - 60
Percentage	100% Parts / 100% Labor	75% Parts / 75% Labor	50% Parts / 50% Labor

When used in temporary/portable applications, the warranty period shall expire on the earliest of the below dates:

i) one (1) year from date of installation of the Products; or
ii) eighteen (18) months from date of shipment of the Products from Manufacturer.

Products or parts thereof that are replaced or repaired under warranty during the original warranty period, shall be covered under this warranty until the expiration of the original warranty period or ninety (90) days from the date of such replacement or repair, whichever is later. In any event, such extended warranty period shall not exceed ninety (90) days after the expiration of the original warranty period.

The warranties stated above are contingent upon start-up of the equipment on site by an authorized Manufacturer's representative, as verified by receipt of start-up reports completed and signed by an authorized Manufacturer's representative.
If during the warranty period, any Products fail to meet the requirements set out in this warranty, the purchaser or end user shall give written notification to Manufacturer stating the reasons therefor. Upon receipt of prior written authorization from Manufacturer, Products shall be transported to Manufacturer's authorized service center, prepaid, at purchaser or end-user's cost. Manufacturer's sole obligation shall be to repair, modify or replace Products or parts thereof, at Manufacturer's sole option. Products repaired under this warranty will be returned with freight prepaid. Products must be repaired by an authorized Manufacturer repair center for warranty coverage to be considered.

All protection features (such as moisture sensors, bearing monitors, and thermal overloads) incorporated in the Products must be connected and operable for warranty coverage. This warranty is valid only if Manufacturer supplied or authorized alarm monitoring components, cables and control components/panels are used.

This warranty shall not apply to any Products or parts thereof which have been (i) subjected to misuse, misapplication, accident, alteration, neglect, failure to act in a timely manner to address alarms/warnings, or physical damage; (ii) installed, operated, and/or maintained in a manner which is contrary to Manufacturer's written instructions as it pertains to installation, operation and maintenance of the Products, including but without limitation to being operated without being connected to monitoring devices supplied with specific products for protection; (iii) used in an application or for pumping liquids other than the use for which it is intended as specified in Manufacturer's product literature; (iv) damaged due to a defective power supply, improper electrical protection, faulty repair, ordinary wear and tear, corrosion, erosion or chemical attack, an act of God, an act of war or by an act of terrorism; (v) damaged resulting from the use of accessory equipment not sold by Manufacturer or not approved by Manufacturer for use in connection with Manufacturer's products; or (vi) repaired or altered without Manufacturer's written consent.

This warranty does not cover costs for standard and/or scheduled maintenance that is performed, nor does it cover Manufacturer's parts that, by virtue of their operation, require replacement through normal wear (aka: Wear Parts), unless a defect in material or workmanship is determined by Manufacturer. Wear Parts are defined as cutters, cutting plates, seals, bearings, impellers/propellers, diffusers, wear rings (stationary or rotating), volutes (when used in an abrasive environment), oil, grease, cooling fluids and/or any items deemed necessary to perform and meet the requirements of normal maintenance on all Manufacturer's equipment.

Manufacturer shall not be liable for any special, indirect, consequential, or punitive damages, or profit loss of any kind. Major components not manufactured by the Manufacturer are covered by the original manufacturer's warranty in lieu of this warranty. In addition to any other special, indirect or consequential damages referenced above, Manufacturer shall not be responsible for travel expenses, rented (replacement) equipment, pump removal fees, installation fees, outside contractors fees, or unauthorized repair shop expenses.

This warranty shall extend only to the initial end user.

All other warranties, conditions and representation, expressed or implied by statue, common law or otherwise, in relation to the supply of the products including but not limited to the implied warranties or merchantability and fitness for a particular purpose are excluded to the extent permitted by law.

*This warranty is applicable to Products supplied by Sulzer Pumps Solutions Inc. or Sulzer Pumps (Canada) Inc. for installation in the U.S.A. or Canada, unless specifically indicated otherwise in writing by Manufacturer.

DS-Z07-001 REV: 0 DATE: 08/17 Specifications Subject to Change Without Notice

© Sulzer

Scan For More Info

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 9-1 "DEFINITIONS" OF CHAPTER 9 "BUSINESS REGULATIONS AND BUSINESS TAX" TO CREATE AN EXEMPTION FROM AUTOMATIC TIP DISCLOSURE REGULATIONS FOR OCEANFRONT ACCESSORY RESTAURANTS THAT ARE ACCESSORY USES IN MULTI FAMILY RESIDENTIAL BUILDINGS THAT DO NOT SERVE THE PUBLIC; PROVIDING FOR DEFINITIONS, SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

Issue:

Should Council approve amending the Ordinance to exempt automatic tip disclosures for Oceanfront accessory restaurants in multi-family residential buildings?

Item Summary/Recommendation:

On October 24, 2017, the Village Council passed Ordinance No. 599, supplementing state and Miami Dade County regulations to further regulate and deter deceptive tipping practices within the Village. The ordinance became effective on February 1, 2018.

As a result of the Ordinance's implementation, the Village desires to narrow the scope of these regulations so that they no longer apply to accessory restaurants in multi-family residential buildings that primarily serve its residents, and not the general public. This exemption would only apply to restaurants which have not received Village Council approval under Village Code; Section 21-281(8) f to primarily serve individuals that may not be residents or guests of the multi-family residential buildings.

The proposed housekeeping amendment to this ordinance will remedy a conflict between the current configuration of the multi-family restaurants and the original intent of the ordinance.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THE AMENDMENT TO THIS ORDINANCE

Advisory Board Recommendation:

N/A

Sign Off:

Acting Chief	Code Enforcement Director	Village Manager
Raleigh Flowers	Mauricio Escarra	Jorge M. Gonzalez

AGENDA ITEM _____

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 17, 2018

SUBJECT: **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 9-1 "DEFINITIONS" OF CHAPTER 9 "BUSINESS REGULATIONS AND BUSINESS TAX" TO CREATE AN EXEMPTION FROM AUTOMATIC TIP DISCLOSURE REGULATIONS FOR OCEANFRONT ACCESSORY RESTAURANTS THAT ARE ACCESSORY USES IN MULTI FAMILY RESIDENTIAL BUILDINGS THAT DO NOT SERVE THE PUBLIC; PROVIDING FOR DEFINITIONS, SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending approval of the amendment to this Ordinance.

BACKGROUND

On October 24, 2017, the Village Council passed Ordinance No. 599, supplementing state and Miami Dade County regulations to further regulate and deter deceptive tipping practices within the Village. The ordinance became effective on February 1, 2018.

In an effort to provide for the implementation of this ordinance, Village staff drafted an informational letter for all the affected establishments. The letter provided context as well as suggested actions needed to gain compliance with the ordinance. The establishments were categorized as either restaurants, hotels or condominiums. The establishments were then personally visited by the Code Enforcement Director to review the letter and answer any questions associated with the ordinance.

The implementation has revealed that the restaurant and hotel properties have not encountered significant issues in complying with the ordinance. However, it appears the current configuration of the condominium restaurants may not be in line with the original intent of the ordinance.

There are twelve condominium properties which are all located in the Ocean Front District (OF). There are three which do not have a restaurant associated with the property. Those

properties are the Tiffany, Plaza of Bal Harbour and the Kenilworth. The remaining nine properties all have restaurants which are associated with the property. Those properties are; Majestic, Bal Moral, Bal Harbour Tower, The Palace, Bal Harbour 101, Oceana, Bellini, Carlton Terrace and the Harbour House.

ANALYSIS

As a result of these site visits, a situation unique to the condominium properties became apparent. The condominium properties which have restaurants as accessories are only open to residents and their guests. All of these properties are located in the Ocean Front District (OF). Additionally, these properties subsidize the operation of the restaurants through the association and maintenance dues for each property. The majority of these restaurants, excluding the Carlton Terrace and Bal Harbour 101, add a service charge. The residents are credited for the amount of food they consume through a monthly statement system. The servers at these restaurants, in many instances, are not compensated through the tips but rather by receiving a higher hourly wage. On its face, it appears the intent of the ordinance did not account for this situation in where the restaurant may meet the statutory definition of a public eating establishment but is not truly open to the public. Furthermore, according to Village Code; Section 21-281(8) f - Permitted Uses, requires that any of these properties wishing to be open to the public seek Village Council approval.

As a result of the Ordinance's implementation, the Village desires to narrow the scope of these regulations so that they no longer apply to accessory restaurants in multi-family residential buildings that primarily serve its residents, and not the general public. This exemption would only apply to restaurants which have not received Village Council approval under Village Code; Section 21-281(8) f to primarily serve individuals that may not be residents or guests of the multi-family residential buildings.

CONCLUSION

The proposed housekeeping amendment to this ordinance will remedy a conflict between the current configuration of the multi-family restaurants and the original intent of the ordinance.

Attachments:

1. Attachment 1 - Ordinance Section 21-281(8) f

ORDINANCE NO. 2018-____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA; AMENDING THE CODE OF ORDINANCES BY AMENDING SECTION 9-1 "DEFINITIONS" OF CHAPTER 9 "BUSINESS REGULATIONS AND BUSINESS TAX" TO CREATE AN EXEMPTION FROM AUTOMATIC TIP DISCLOSURE REGULATIONS FOR OCEANFRONT ACCESSORY RESTAURANTS THAT ARE ACCESSORY USES IN MULTI FAMILY RESIDENTIAL BUILDINGS THAT DO NOT SERVE THE PUBLIC; PROVIDING FOR DEFINITIONS, SEVERABILITY, INCLUSION IN THE CODE, CONFLICTS, AND FOR AN EFFECTIVE DATE.

WHEREAS, on October 24, 2017, the Village Council ("Village") passed Ordinance No. 599, supplementing state and Miami Dade County regulations to further regulate and deter deceptive tipping practices within the Village; and

WHEREAS, based on its experience with implementing the Ordinance in the OF Oceanfront District, the Village desires to narrow the scope of these regulations so that they no longer apply to accessory restaurants in multi-family residential buildings that primarily serve its residents, and not the general public; and

WHEREAS, the Village intends to exempt these restaurants if they have not received Village Council approval under section 21-281(8)f to primarily serve individuals that may not be residents of the multi-family residential buildings; and

WHEREAS, the Village has held the required public hearing, duly noticed in accordance with the law; and

WHEREAS, the Village hereby finds and determines that this Ordinance is in the best interest of the public health, safety, and welfare.

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

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

Section 2. Village Code Amended. That Article I "In General" is hereby amended to read as follows:[1]

CHAPTER 9. – BUSINESS REGULATIONS AND BUSINESS TAX.

ARTICLE I. – In General.

Sec. 9-1. – Definitions.

For the purposes of this article, the following terms shall have the ascribed meanings unless expressly stated otherwise.

Automatic Tip means any Tip that is automatically generated and placed by a Public Food Service Establishment on a Bill for service issued to a customer.

Bill means any receipt, writing, or other method used by a Public Food Service Establishment to indicate the amount of money it is owed by a customer in exchange for its goods and services. "Bill" shall be interpreted to include, but not be limited to, the restaurant receipt and the credit card merchant copy.

Public Food Service Establishment or Establishment means any establishment defined under Florida Statutes §509.013(5)(a) as amended from time to time, excluding those restaurants in the OF Oceanfront District that are accessory uses to multi family residential buildings and have not received an exemption under Village Code Section 21-281(8)f.

Tip means any gratuity or service charge associated with a Bill.

* * *

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

[1] Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~strikethrough~~.

remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

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

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

Section 6. Effective Date. That this Ordinance shall become effective upon adoption.

PASSED AND ADOPTED on first reading this __ day of _____, 2018.

PASSED AND ADOPTED on second reading this __ day of _____, 2018.

_____
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

Sec. 21-281. - Permitted uses.

No Building or land shall be used in the OF Ocean Front District and no Building shall be erected, constructed, reconstructed or structurally altered which is designed, arranged or intended to be used for any purpose, unless otherwise provided for in this chapter, except for one or more of the following uses:

(1) Multiple-Family Dwellings or apartment buildings containing not less than 24 dwelling units.

(2) Hotels containing not less than 100 Guest Rooms.

(3) Public and private beach areas.

(4) Public parks and playgrounds owned and operated by the Village.

(5) Off-street parking and loading facilities.

(6) Cabanas, as accessory structures, constructed concurrently with or subsequent to the construction of the main Building.

(7) Medical and dental offices including services in such offices related to medical or dental care that are performed under the supervision of medical doctors or dentists. Such medical and dental offices shall be located in buildings as defined in subsections (1) and (2) and must meet the requirements of subsection (8) a through e of this section.

(8) Convenience establishments in multiple-family developments containing at least 100 or more dwelling units, provided their operations in multiple-family developments are for the primary use of the residents of the Building and are used only as an ancillary and Accessory Use thereto for the day-to-day convenience of the residents. These convenience establishments in multiple-family developments are subject to the following restrictions:

a. Such convenience establishments shall be entered only from within the Principal Building.

b. Such convenience establishments shall have no outside entrance or storefront.

c. Such convenience establishments shall have no sign display, lighting or advertisement matter facing or visible from the western boundary of the district, or which may be facing or visible from a point on Lot 1 in the district west or south of such Hotel or multiple-family building.

d. The total amount of floor area devoted to convenience establishments shall not exceed ten percent of the aggregate floor area of the Principal Building in which it is located.

e. The sale, dispensing or storage of gasoline, oil, grease or automobile accessories is prohibited in this district.

f. The Village Council may grant an exemption to a restaurant from the requirement that convenience establishments in multifamily developments be primarily for the use of residents of the building as an ancillary and accessory use after a public hearing and upon finding that:

1. Such an exemption will not adversely affect the residents of the building;

2. Such an exemption will not adversely affect the character of the Village; and

3. The nature of the restaurant for which an exemption is sought is compatible with other development in the Village.

In granting such an exemption, the Council may impose such conditions as it deems appropriate.

(9) Convenience establishments in Hotels containing 100 or more Guest Rooms.

(10) Convenience establishments in multiple-family developments shall be defined as follows:

a. Barbershops.

b. Beauty salons.

c. Cleaners.

d. Mini-groceries.

e. Restaurants.

f. Health clubs.

g. Travel agencies.

h. Florists.

i. Other similar uses as may be permitted by the Village Council, after a public hearing, provided that such uses are compatible with and do not adversely affect the residential character of the multi-family development.

The definition of convenience establishments in Hotels shall not be restricted except as provided in this Code or under Florida law.

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

(Ord. No. 169, § 6-9(a), 6-29-74; Ord. No. 193, §§ 1—4, 7-26-77; Ord. No. 228, §§ 1, 2, 5-26-81; No. 239, §§ 1, 2, 6-29-82; Ord. No. 280, § 1, 7-29-86; Ord. No. 317, § 1, 7-19-88; Ord. No. 329, § 1, 3-21-89; Ord. No. 355, § 1, 10-3-90; Ord. No. 371, § 1, 4-21-92; Ord. No. 398, § 1, 7-18-95; Ord. No. 549, § 6, 5-31-2011)

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH QUINN & CO. OF NY LTD, INC. (QUINN PR) TO CONTINUE DOMESTIC MARKETING SERVICES FOR A TOTAL AMOUNT NOT TO EXCEED FORTY $40,000.

Issue:

Should Council approve the Resolution authorizing an agreement with Quinn PR?

Item Summary/Recommendation:

In an effort to position Bal Harbour Village as a premier luxury and lifestyle destination worldwide, the Village's tourism efforts continue to re-invest in attracting tourism, generating business, creating awareness and building equity and brand identity for the destination. Village staff has worked with the Resort Tax Committee (RTC) annually to strategize and plan short-term and long-term efforts. Prior to 2014, the Village contracted with a domestic PR firm. Over the past few years, having been without a domestic PR firm has resulted in missed opportunities. During the FY 2017-18 budget year, dollars were allocated and approved from Resort Tax Funds to be used for again contracting with a domestic PR firm.

At the November 6, 2017 RTC meeting, a motion was passed unanimously to move forward with the solicitation of proposals for a PR firm to assist locally and in the U.S. At the December 18, 2017 RTC meeting, a presentation by each of the five PR firms who responded was held. The RTC evaluated each proposal and ranked Quinn PR as the top firm. Village staff agreed with the recommendation of Quinn PR as the top ranked firm. The RTC unanimously passed a motion to enter into a short-term 3 month engagement not to exceed $20,000 with Quinn PR to evaluate the return on investment. As a result, The Village entered into an agreement with Quinn PR for a period of 3 months from late December 2017 through late March 2018.

Based on Quinn PR's work during that time, at the April 2, 2018 RTC meeting, a motion was unanimously approved to recommend the extension of an agreement with Quinn PR through September 30, 2018 in order to continue with the efforts already in progress.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Advisory Board Recommendation:

Resort Tax Committee Recommends Approval

Financial Information:

	Amount	Account	Account #
1	$40,000	Resort Tax Fund	10-52-504813

Sign Off:

Assistant Village Manager	Chief Financial Officer	Village Manager
Ramiro J. Inguanzo	Amber Riviere	Jorge M. Gonzalez
R. Inguanzo		J

AGENDA ITEM

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 17, 2018

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH QUINN & CO. OF NY LTD, INC. (QUINN PR) TO CONTINUE DOMESTIC MARKETING SERVICES FOR A TOTAL AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS ($40,000).**

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Village Council approve the Professional Service Agreement with Quinn Public Relations (PR).

BACKGROUND

In an effort to position Bal Harbour Village as a premier luxury and lifestyle destination worldwide, the Village's tourism efforts continue to re-invest in attracting tourism, generating business, creating awareness and building equity and brand identity for the destination. The goal being that this investment will translate into continued and incremental funds to be used for increasing awareness about Bal Harbour Village, further improve the quality of life, beautification maintenance and enhancements, and the ongoing creation of programs and events to benefit our visitors and tourists alike.

To accomplish these goals, Village staff works with the Resort Tax Committee annually to strategize and plan our short-term and long-term efforts. To assist with these efforts, several contracts for sales, marketing and public relations (PR) professional services are in place to further position Bal Harbour Village as a tourist and travel destination in key markets which are important to Bal Harbour. These markets include: Argentina, Brazil, Canada, Chile, Mexico, Russia, and the United States. These representatives are well connected within the tourism industry in their particular markets and sell Bal Harbour as a tourism destination in these markets.

The focus of the Sales and Marketing representatives is to maximize relationships with the top travel trade communities, select end-consumers, and luxury travel distribution channels promoting and selling Bal Harbour and our hotels and other assets as a

destination. These targeted direct sales efforts assist in increased production and provide critical support for our hotels and other partners in each market.

The public relations representatives' efforts are geared toward generating more news worthy attention and media hits for Bal Harbour, create a positive image and to help build brand equity worldwide. Efforts are tracked based on Bal Harbour media hits generated in each of our key markets.

The chart below summarizes the market, vendor and type of service provided:

Market	Representative (Vendor)	Service
United States and Canada	Suzanne Corbo	Sales/Marketing
Canada	Jane Gill	Public Relations
Brazil	Marcia Chiota	Sales/Marketing
Brazil	Flavia Pacheco	Public Relations
Argentina / Chile	Carmen Florio	Sales/Marketing and Public Relations
Mexico	Mara Franco O.	Sales/Marketing and Public Relations
Russia	Janna Safanova	Public Relations

Prior to 2014, the Village also contracted with a U.S. based public relations firm, Laura Davis Public Relations, to provide PR services locally and in the United States. After guidance from the Resort Tax Committee and given that this firm did not have a local presence in the South Florida area, the Village did not renew the agreement with this PR firm. Over the past few years, having been without a domestic public relations firm has resulted in missed opportunities for the Village and both staff and members of the Resort Tax Committee recommended re-engaging with a PR firm. Dollars were allocated from the Resort Tax Funds for Fiscal Year (FY) 2017-18 and approved as part of the budget process to be used for this purpose.

At the November 6, 2017 Resort Tax Committee meeting, a motion was passed unanimously to move forward with the solicitation of proposals for a public relations firm to assist the Village with PR efforts locally and in the U.S. The following five public relations firms responded to our request: (1) Carma Public Relations; (2) Cece Feinberg Public Relations; (3) DKC Public Relations; (4) Harrison & Shriftman Public Relations; and (5) Quinn Public Relations.

At the December 18, 2017 Resort Tax Committee meeting, a discussion and presentation by each of the public relations firms was held. The Resort Tax Committee evaluated each proposal and ranked each firm as follows: (1) Quinn Public Relations ranked first; (2) Harrison & Shriftman Public Relations ranked second; and (3) DKC Public Relations ranked third. Village staff agreed with the recommendation of Quinn Public Relations as the top ranked firm for a number of reasons, including: for their proposed ideas of working with and promoting the Village; their physical presence in New York City, Los Angeles and Miami; and their positive relationship with our media strategist, Criterion Global. The

Resort Tax Committee made a motion which passed unanimously to enter into a short-term engagement not to exceed $20,000 with Quinn Public Relations for a period of three months to evaluate the return on investment to the Village. As a result, The Village entered into a Professional Service Agreement with Quinn PR for an amount not to exceed $20,000 for a period of three months from late December 2017 through late March 2018.

Based on the good work that Quinn PR has been providing the Village over the past three months, staff and the Resort Tax Committee believe that the investment in these services has been beneficial to the Village's efforts. Attachment 1 is a status report from Quinn PR regarding their placements and efforts with the Village during this time period.

At the April 2, 2018 Resort Tax Committee, a motion was made and unanimously approved to recommend that the Village Council approve a Professional Service Agreement with Quinn PR for the period of April 2018 through September 30, 2018, the end of the Village's fiscal year. The scope of services and monthly amount paid to Quinn PR would remain the same ($6,600 per month with the additional six months total not to exceed $40,000). Approval of this extension would allow for efforts already underway to come to fruition as well as the promotion of several other upcoming events planned through the end of the year.

Attachment 2 is a copy of the recommended Professional Service Agreement with Quinn PR for services from April 2018 through September 2018.

CONCLUSION

Village Staff and the Resort Tax Committee recommend approval of this Professional Service Agreement with Quinn Public Relations in order to continue building on the overall efforts to position Bal Harbour Village as a premier luxury and lifestyle destination worldwide.

ATTACHMENTS

1. Attachment 1: Quinn PR Status Report
2. Attachment 2: Professional Services Agreement April 2018 - September 2018

RESOLUTION NO. 2018-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA; APPROVING THE EXECUTION OF A PROFESSIONAL SERVICE AGREEMENT WITH QUINN & CO. OF NY LTD, INC. (QUINN PR) TO CONTINUE DOMESTIC MARKETING SERVICES FOR A TOTAL AMOUNT NOT TO EXCEED FORTY THOUSAND DOLLARS ($40,000); PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village's tourism efforts continue to re-invest in attracting tourism, generating business, creating awareness and building equity and brand identity for the Village; and

WHEREAS, Village staff has worked with the Resort Tax Committee annually to strategize and plan short-term and long-term efforts; and

WHEREAS, over the past few years, the lack of a domestic public relations firm has resulted in missed opportunities for the Village; and

WHEREAS, during the FY 2017-18 year, $20,000 was allocated, and approved, from Resort Tax Funds to be used for this purpose; and

WHEREAS, the Resort Tax Committee made a motion which passed unanimously to enter into a short-term engagement not to exceed $20,000 with Quinn PR; and

WHEREAS, the Village entered into a three month Professional Service Agreement with Quinn PR for an amount not to exceed $20,000 for a period of time from late December 2017 through the end of March 2018; and

WHEREAS, at the April 2, 2018, Resort Tax Committee meeting, the Committee approved a recommendation that the Village Council approve a Professional Services Agreement with Quinn PR for an additional twenty thousand dollars ($20,000) for April 2018 through September 30, 2018, the end of the Village's fiscal year; and

WHEREAS, this Council has determined that it is in the best interest of the Village to extend an agreement with Quinn PR Marketing for the provision of domestic public relations work in an amount not to exceed twenty thousand dollars ($20,000) and not to exceed a cumulative fiscal year total of forty thousand dollars ($40,000).

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

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

Section 2. Agreement Approved. That the agreement with Quinn PR for public relations services in substantially the form attached hereto as Exhibit "A", is hereby approved and the Village Manager is hereby authorized to execute the agreement on behalf of the Village in an amount not to exceed twenty thousand dollars ($20,000).

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

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

PASSED AND ADOPTED this 17th day of April, 2018.

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.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2018 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and Quinn & Co. of NY LTD., Inc. ("Consultant") with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks to continue to engage in public relations efforts to highlight the Village; and

WHEREAS, the Village desires to enter into an agreement with Consultant to undertake these efforts; and

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

I. SCOPE OF SERVICES. Consultant shall provide and accompanying scope of services incorporated herein and attached hereto as Exhibit "A."

II. TERM. This Agreement shall commence on _____, 2018 upon the signatures of both parties and shall continue through September 30th, 2018, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.

III. PAYMENT. In consideration of Consultant's completion of the services rendered hereunder, the Village shall pay to Consultant, a monthly fee of six thousand six hundred dollars ($6,600), not to exceed a total fee amount of twenty thousand dollars ($20,000) dollars for approximately forty five (45) hours of account work per month for media relations and marketing initiatives. All services performed shall be invoiced to the Village. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

A. Out of Pocket Expenses. Out of pocket expenses over one hundred dollars ($100) are subject to prior approval by the Village.

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this

Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement. Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees.

B. Termination for Convenience of the Village.

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

V. INSURANCE REQUIREMENTS

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

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

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

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

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

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

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

VI. INDEMNIFICATION.

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

from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the Village in the defense of such claims and losses, including appeals.

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

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

VII. ENTIRE AGREEMENT.

This Agreement (including Exhibit A), Consultant's proposal, estimates, and any warranties on materials and labor shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

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

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

IX. NON-EXCLUSIVITY.

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

discretion.

X. SEVERABILITY.

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

XI. ANTI-DISCRIMINATION.

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

XII. NOTICES.

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

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 95th Street
Bal Harbour, FL 33154

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

To Consultant: Quinn & Co. of NY LTD, Inc.
48 West 38th Street, 12th Floor
New York City, NY 10018

XIII. COMPLIANCE WITH LAWS.

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

XIV. SUCCESSORS AND ASSIGNS.

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

XV. SURVIVAL OF TERMS.

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

XVI. GOVERNING LAWS.

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

XVII. NO CONTINGENT FEES.

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

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

XVIII. WAIVER.

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

XIX. FORCE MAJEURE.

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

XX. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

as otherwise provided by law.

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

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

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

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

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN

OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour – Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

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

CONSULTANT:

By: _____
President

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

By: _____
Jorge M. Gonzalez, Village Manager

Attest:_____
Village Clerk

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

By:_____
Village Attorney

EXHIBIT "A"

MEDIA RELATIONS

Objective, strategy, timeline
Key messages
Releases/pitches/placements
Top lists
Alerts
Media lists
Editorial calendars
Journalist meetings
Media events
Press trips/visits
Trend identification
Story production
Industry liaison
SEO support
Measurement

SOCIAL MEDIA

Objective, strategy, timeline
Facebook, Instagram, Twitter strategy and management
YouTube, Snapchat, LinkedIn strategy TripAdvisor & OTA strategy
Audits
Content calendars
Engagement
Sweepstakes/contests
Securing verification
Securing videographer & photographer
FB stories & videos
FB & Instagram live
Insta-meets, trips, dinners Social-media takeovers
Twitter chats
Ads and sponsored posts
Measurement

PARTNERSHIPS

Objective, strategy, timeline Brand deck
Campaign development
Negotiate deliverables
Execution
Measurement

BRAND AMPLIFICATION + IDEATION

Objective, strategy, timeline Creative ideas
Products
Packages
Programs
Activations
Integrated campaigns
Objective, strategy, timeline

CELEBRITIES

Objective, strategy, timeline
Campaign development
Source targeted individuals
Negotiate fees and deliverables
Execution
Measurement

BLOG + CONTENT MARKETING

Blog strategy and management
Copywriting
Securing a magazine publisher
Content development
Content distribution
Email campaigns
Bylines
White papers
Infographics
Measurement

DIRECT SALES MARKETING

Objective, strategy, timeline Brand deck
Business-driving partnerships
Cause-related marketing Call–to-action offers via owned content
Email acquisition campaigns
Cross selling within your brand
Measurement

EVENTS

Objective, strategy, timeline Concept development
Event planner/caterer management Onsite management/support Securing partners
Media relations
Speech writing
Securing celebrity appearances
Press conferences
Measurement

AWARDS + LISTS

Objective, strategy, timeline Research
Entry management
Vote management
Measurement

THOUGHT LEADERSHIP

Objective, strategy, timeline Speaking engagements Executive positioning Conferences
In-house training or securing trainer Measurement

SITUATIONAL COMMUNICATIONS

Objective, strategy, timeline Advance planning
Print, digital, social, on-site Protocol
Messaging
External, internal
Spokesman
Training
Measurement

QUINN

Bal Harbour
Q1 Status Report

MEDIA PLACEMENTS					
OUTLET	**TOPIC**	**DATE**	**UVM/ CIRCULATION**	**AD Value**	**LINK**
Miami.com	Here are the best Miami Beach happy hours – Artisan Beach House and Le Zoo	3/28/2018	UVM: 269,261	$1,043.63	https://hrld.us/2J2F3An
Travel Pulse	4 Cuisines in 2 Days Across Southeast Florida – Carpaccio's	3/27/2018	UVM: 686,359	$574.50	https://bit.ly/2E1zCO4
Ocean Drive	6 Must-Try Spots for Brunch Around Miami – St. Regis Rose Brunch	3/27/2018	UVM: 53,422	$180	https://bit.ly/2pNX64u
Haute Living	Where to Dine on Easter Sunday – St. Regis	3/27/2018	UVM: 447,064	$612.80	https://bit.ly/2uuxPlq
Miami New Times	Miami Easter 2018 Brunch Guide – St. Regis	3/26/2018	UVM: 2,097,783	$12,586.70	https://bit.ly/2DVkGRR
@AmandaMesa_ Instagram	St. Regis Bal Harbour Rose Brunch	3/25/2018	Followers: 14k Number of Stories:8 Number of Static Posts: 1	N/A	https://bit.ly/2GRn27i
Indulge Miami	8 Essential Easter Gifts to Fill an Elevated Basket this Spring – Bal Harbour Shops	3/23/2018	UVM: 50,000	$290	https://bit.ly/2IR1dFw
@Miami_FoodPorn Instagram	Atlantikos Restaurant	3/21/2018	Followers: 94.2k Number of Stories:5 Number of Static Posts: 1	N/A	http://bit.ly/2DL8zGl
Time Out Miami	Where to Brunch on Easter – St. Regis Bal Harbour	3/21/2018	UVM: 21,521	$500	http://bit.ly/2G7i7RV
Deco Drive (broadcast)	St. Regis Macaroon Display for Broadcast Segment	3/21/2018	Viewership: 54,483	$1,719	http://bit.ly/2IGrTsz
Deco Drive (online)	St. Regis Macaroon Display for Broadcast Segment	3/21/2018	UVM: 428,341	$750	http://bit.ly/2IGrTsz
Haute Living	The Best Brunch Destinations in Miami 2018 – St. Regis Rose Brunch	3/20/2018	UVM: 447,064	$612.80	http://bit.ly/2u7WJqK
@AmberLoveBond Instagram	Atlantikos Greek Independence Day Media Dinner	3/15/2018	Followers: 3,637 Number of stories: 11	N/A	http://bit.ly/2DL1yWu
@FollowDee Instagram	Atlantikos Greek Independence Day Media Dinner	3/15/2018	Followers: 98.3k Number of stories:6	N/A	http://bit.ly/2puPmVr

@Paigerosenthal Instagram	Atlantikos Greek Independence Day Media Dinner	3/15/2018	Followers: 848 Number of stories:2	N/A	http://bit.ly/2putRn9
@RiaMichelle Instagram	Atlantikos Greek Independence Day Media Dinner	3/15/2018	Followers: 34.5k Number of stories:6	N/A	http://bit.ly/2GPKWjs
Luxury Travel Magazine	Evolution of the Poolside Cabana – Sea View Hotel, St. Regis Bal Harbour	3/12/2018	UVM: 131,596	$90.96	http://bit.ly/2IAPQRZ
@MDoughEats Instagram	St. Regis Bal Harbour Rose Brunch	3/11/2018	Followers: 159k Number of stories:11 Number of static posts: 4	N/A	https://bit.ly/2GjZJlr
@StacyMoya Instagram	St. Regis Bal Harbour Rose Brunch	3/11/2018	Followers: 3,374 Number of stories:5 Number of static posts: 2	N/A	https://bit.ly/2Gh7eOh
@PMastrandrea Instagram	St. Regis Bal Harbour Rose Brunch	3/11/2018	Followers: 1,484 Number of stories: 4	N/A	https://bit.ly/2E2E4fJ
Indulge Miami	Rose Sundays Put a Pink Twist on Brunch at the St. Regis	3/7/2018	UVM: 50,000	$290	http://bit.ly/2u83gla
Miami New Times	The St. Regis Bal Harbour Hosts Luxurious Rosé Sunday Brunch	3/2/2018	UVM: 2,097,783	$12,586.70	http://bit.ly/2FMU6QH
Miami Herald - Print	Best Happy Hours in Miami – Le Zoo & Artisan Beach House	3/2/2018	Circulation: 100,564	$2,000	http://bit.ly/2GLwyZF
Miami.com	Best Happy Hours in Miami – Le Zoo & Artisan Beach House	2/27/2018	UVM: 269,261	$1,043.63	http://hrld.us/2GQJ8FF
OceanDrive.com	Mediterranean Eats in South Florida – Atlantikos	2/27/2018	UVM: 53,422	N/A	http://bit.ly/2CP5Ag3
USAToday.com	Bal Harbour Beaches as one of the most beautiful beaches in Miami	2/26/2018	UVM: 36,842,180	$1,915,793.36	https://usat.ly/2t9nXwu
SouthFloridaInsider.com	Spring Break Staycations – St. Regis Bal Harbour, Ritz Carlton, Sea View, Quarzo, Bal Harbour Shops	2/21/2018	UVM: 12,212	N/A	http://bit.ly/2BRI7Os
PureWow	8 New Brunch Spots to Add to Your Rotation, Stat – St. Regis Bal Harbour	2/19/2018	UVM: 3,775,049	$8,531.78	http://bit.ly/2IDyXWV
Miami New Times	Miami's Best Eats and Drinks This Weekend: Asian Night Bazaar,	2/16/2018	UVM: 2,097,783	$4,518.28	http://bit.ly/2GOvKDf

	Rosé Sundays, and Miami's Best Sandwich				
Jetsetter Magazine	Bal Harbour Village as a shopping destination	2/12/2018	UVM: 1,522,969	$30,459.38	http://bit.ly/2Fjc4ZN
Luxury Travel Magazine	Bal Harbour Village as a shopping destination	2/12/2018	UVM: 131,596	$90.96	http://bit.ly/2BvLjiM
Wealth Magazine	Bal Harbour Village as a shopping destination	2/12/2018	UVM: 1,000	N/A	http://bit.ly/2FPvxiy
Miami New Times	SOBEWFF 2018 - Dinner hosted by Alex Guarnaschelli and Matthew Jennings	2/8/2018	UVM: 2,097,783	$4,518.28	https://bit.ly/2q1fJll
Complot Magazine	Beach Polo World Cup – Bal Harbour Village Kick-off	1/16/2018	UVM: 70,000	N/A	https://bit.ly/2uGSLpd
Palm Beach Post	Beach Polo World Cup – Bal Harbour Village Kick-off	1/7/2018	UVM: 3,846,630	N/A	https://pbpo.st/2IlYO4y
Footwear News	Beach Polo World Cup – Bal Harbour Village Kick-off	1/5/2018	UVM: 18,453	N/A	https://bit.ly/2H3FU2Y
Resident.com	Beach Polo World Cup – Bal Harbour Village Kick-off	1/3/2018	UVM: 13,314	N/A	https://bit.ly/2uF6xbX
NBC6 – 6 in the Mix (broadcast)	Beach Polo World Cup – Bal Harbour Village Kick-off	1/2/2018	Viewership: 19,279	$1,391.54	https://bit.ly/2uFIrOr
Haute Living	A Sneak-Peek at Miami's 2018 Beach Polo World Cup	12/26/2018	UVM: 447,064	$612.80	https://bit.ly/2uEzpBg

Total Media Placements: 30
Total Social Media Static Posts: 8
Total Social Media Stories: 58
Total Impressions: 59,153,401 *(Impressions are calculated by print circulations x 3 (to account for pass-along and share readership) + unique monthly visitors)*
Total Social Media Impressions: 3,944,257 (*Impressions are calculated by total followers x number of stories and static posts)*
Total Ad Value: $2,000,797.10 *(Ad value is calculated by Meltwater, a thirdparty authority in integrated marketing software and analytics, based on the length of feature and available advertising rates. Please note all ad rates are not available and therefore not included.)*

UPCOMING PLACEMENTS

OUTLET	UVM/CIRCULATION	TOPIC	DATE
Miami Modern Luxury Magazine	UVM: 66,153 Circulation: 53,014	Atlantikos Restaurant Review	TBD
Just Luxe	UVM: 1,040,164	Bal Harbour Destination Story –Rosé Brunch, Bal Harbour Shops	TBD
Just Luxe	UVM: 1,040,164	Atlantikos Restaurant Review	TBD
Ocean Drive	UVM: 53,422 Circulation: 52,497	Best brunches in Miami – St. Regis Rosé Brunch	TBD
Ocean Drive	UVM: 53,422 Circulation: 52,497	In-depth look at St. Regis Bal Harbour F&B offerings. Q&A with Executive Chef Franck Steigerwald	TBD

South Florida Luxury Guide	Circulation: 25,000 UVM: 7,655	Staycation feature	TBD
RiaMichelle	UVM: 22,318	St. Regis – Atlantikos feature	TBD

MEDIA VISITS – COMPLETED					
FIRST NAME	**LAST NAME**	**OUTLET**	**UVM/CIRCULATION**	**LOCATION**	**DATE**
Leonardo	Davalos	Complot Magazine	Circulation: 70,000	Bal Harbour Village + Polo Kick-Off Event	1/5/18
Pedro	Maal	Complot Magazine	Circulation: 70,000	Bal Harbour Village + Polo Kick-Off Event	1/5/18
Kenneth	Kessel	Where South Florida	Circulation: 30,000 UVM: 78,000	Bal Harbour Village + Polo Kick-Off Event	1/5/18
Mary Jo	Shore	Freelancer	Venue Magazine- Circulation: 48,000 Miami Socialholic - UVM: 1,000	Bal Harbour Village + Polo Kick-Off Event	1/5/18
Stephanie	Hill	@TheStyleBungalow Instagram	Followers: 134k	Bal Harbour Village + Polo Kick-Off Event	1/5/18
Paul	Heney	Travel Pulse	UVM: 698,359	Carpaccio's	2/16/18
Nicole	Shubert	Ocean Drive	UVM: 53,422 Circulation: 52,497	St. Regis Rosé Brunch	2/25/18
Genna	Mark	Deco Drive	UVM: 428,341 Viewership: 54,483	St. Regis Macaroon Display	3/2/18
Stacy	Moya	Eater Miami	UVM: 70,677	St. Regis Rosé Brunch	3/11/18
Paige	Mastrandrea	Haute Living Miami	UVM: 447,064 Circulation: 35,000	St. Regis Rosé Brunch	3/11/18
Paige	Rosenthal	Just Luxe	UVM: 1,040,164	Atlantikos Greek Independence Day Media Dinner	3/15/18
Yined	Ramirez Hendrix	Nexos, El Nuevo Herald	Nexos – Circulation: 270,400 El Nuevo Herald – Circulation: 32,375	Atlantikos Greek Independence Day Media Dinner	3/15/18
Amber	Love Bond	Freelancer	Eater Miami-UVM: 70,677 Mashed Food-UVM: 14,144 MIABites- UVM: 11,820	Atlantikos Greek Independence Day Media Dinner	3/15/18
Leonardo	Davalos	Complot Magazine	Circulation: 70,000	Atlantikos Greek Independence Day Media Dinner	3/15/18
Pedro	Maal	Complot Magazine	Circulation: 70,000	Atlantikos Greek Independence Day Media Dinner	3/15/18
Dianna	Hughes	@FollowDee Instagram	Followers: 98.4k	Atlantikos Greek Independence Day Media Dinner	3/15/18
Ria	Michelle	@RiaMichelle Instagram	Followers: 23.5k	Atlantikos Greek Independence Day Media Dinner	3/15/18
Rebecca	Charur	@Miami_FoodPorn Instagram	Followers: 93.8k	Atlantikos	3/20/18
Tom	Austin	Travel + Leisure	UVM: 3,164,163 Circulation: 969,266	Atlantikos	3/21/18

Amanda	Mesa	Miami.com	UVM: 269,261	St. Regis Rose Brunch	3/25/18
Total Media Visits: 20					

MEDIA VISITS - UPCOMING					
FIRST NAME	**LAST NAME**	**OUTLET**	**UVM/ CIRCULATION**	**LOCATION**	**DATE**
Erica	Corsano	Where South Florida	Circulation: 30,000	St. Regis – Atlantikos	TBD
Carlina	Lindo	@ImNotSorryDarling Instagram	Followers: 124k followers	St. Regis – Atlantikos	TBD
Nico		@SucculentBite	Followers: 212k followers	St. Regis – Atlantikos	TBD
Matt	Meltzer	Thrillist	UVM: 11,520,668	St. Regis Rose Brunch	TBD
Kathy	Buccio	Freelancer -- Ocean Drive, Racked Miami, Eater Miami, Miami.com, Miami New Times	UVM: 3,164,163 Circulation: 969,266	St. Regis Rose Brunch	TBD
Angela	Carraway	South Florida Luxury Guide – Staycation feature	Circulation: 25,000 UVM: 7,655	Media Stay: Location TBD	TBD
Katie	James	Brides, Travel + Leisure and Conde Nast Traveler	Travel + Leisure – UVM: 3,164,163 / Circulation: 969,266 Brides – UVM: 1,526,238 Circulation: 309,635 Conde Nast Traveler – UVM: 1,404,000 / Circulation: 807,873	Makoto and art tour	TBD

COMPLETED ACTIVITES
Secured five local journalists to attend the Bal Harbour Village + Polo kick-off event and dinner at Le Zoo.
Drafted and distributed press release to top-tier art and travel media for Bal Harbour Village's Unscripted Art Program, highlighting Rotorelief, Jewish Treasures of the Caribbean and Andy Warhol exhibit.
Conceptualized and coordinated Atlantikos Greek Independence Day Dinner, resulting in 25 Instagram stories garnering 726,495 impressions.
Secured four top-tier local journalists to attend St. Regis Bal Harbour Rose Sunday Brunch, resulting in coverage in Miami New Times and Ocean Drive.
Pitched Le Zoo and Artisan Beach House as one of Miami's Top Happy Hours, secured inclusion in Miami Herald and Miami.com
ONGOING ACTIVITES
Pitching Bal Harbour Village's Unscripted Art Program.
Positioning Bal Harbour Village as a family-friendly Spring Break destination.
Finalizing press release on the Village's economic success, highlighting the Shops' increase in sales.
Pitching Mayor Groisman for profile opportunities.
Planning Cabana Day for local media and influencers at Ritz-Carlton Bal Harbour.
Telling the story of the history and future of Bal Harbour Village.
Pitched Ritz-Carlton Bal Harbour's suites for several "best suites with a view" opportunities.
Inviting local and national media to experience Bal Harbour Village's Beach Art Walk.
Positioning Claire Breukel as a media resource and spokesperson for Bal Harbour Village's Art Program for profile opportunities.
Pitching St. Regis Bal Harbour's Kids Tea as an Upscale Kids Menu
Inviting family publications to Bal Harbour Village's Movie on the Beach event.
Planning Bal Harbour Village press trip for June 2018.
Planning media dinner for Andy Warhol art exhibition.
Conceptualizing media deskside appointments for Mayor Groisman in early October.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE BAL HARBOUR CIVIC ASSOCIATION REQUEST TO APPROVE THE EXPENDITURE OF LANDSCAPE AND SECURITY ASSESSMENT FUNDS FOR CERTAIN LEGAL FEES.

Issue:

Should Council approve the reimbursement request of legal fees to the BHCA?

Item Summary/Recommendation:

On April 4, 2018, the Village received a request from the Bal Harbour Civic Association (BHCA) for the Council to consider a budget amendment to the Landscape and Security Assessment. Specifically, the BHCA seeks to use funds from the Assessment for the reimbursement of past legal fees it has incurred in defending the residents' rights in the private streets and parks within the assessment district, in the amount of $86,849.35 from October 2016 to date. These expenditures were incurred in connection to the settlement of the Imbesi litigation as well as the two pending challenges to Park Preservation's quit-claim deed to the parks. It may be that the BHCA will seek reimbursement of similar legal fees in the future if these are approved.

If the Council decides that this category of legal fees should be considered compensable, the Council has options to consider. One option is to only consider those fees incurred after the approval of the Milestone Agreement on January 30, 2018. According to the invoices provided, this was $14,129.90. A second option is to consider those fees incurred after the approval of the Imbesi settlement agreement, which created the obligation for Imbesi to give the park parcels to the BHCA, which was on December 13, 2017. The invoices indicate that $25,447.25 in legal fees were incurred after December 13, 2017. A third option is to tie this to the date on which the deeds to the park parcels is conveyed to BHCA, which date has not yet occurred. The effect of this approach would be to approve payment of such legal expenses that may be incurred in the future by the BHCA. Of course, the Council may consider another approach in its discretion. If you approve payment of any amount, then I will fund that out of currently approved Assessment budget, and reconcile any discrepancies at year end.

Financial Information:

	Amount	Account	Account #
1	TBD	Landscape and Security Assessment: Legal Fees	11-29-503101

Sign Off:

Chief Financial Officer		Village Manager
Amber Riviere		Jorge M. Gonzalez

AGENDA ITEM _____

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 17, 2018

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE BAL HARBOUR CIVIC ASSOCIATION REQUEST TO APPROVE THE EXPENDITURE OF LANDSCAPE AND SECURITY ASSESSMENT FUNDS FOR CERTAIN LEGAL FEES; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

I am recommending that the Council consider the options outlined in this memo and provide direction.

BACKGROUND

On April 4, 2018, the Village received a request from the Bal Harbour Civic Association (BHCA) for the Council to consider a budget amendment to the Landscape and Security Assessment. Specifically, the BHCA seeks to use funds from the Assessment for the reimbursement of past legal fees it has incurred in defending the residents' rights in the private streets and parks within the assessment district, in the amount of $86,849.35 from October 2016 to date. These expenditures were incurred in connection to the settlement of the Imbesi litigation as well as the two pending challenges to Park Preservation's quit-claim deed to the parks. It may be that the BHCA will seek reimbursement of similar legal fees in the future if these are approved tonight.

The BHCA also seeks reimbursement for past and future legal expenses related to governance, including the formation of the BHCA and the other steps it has agreed to take pursuant to the Milestone Agreement that was approved by the Village Council on January 30, 2018, in the amount of $33,835.45 from March 2016 to date.[1]

The Security and Landscape Special Assessment for FY 2017-18 can be used for the following costs, in accordance with the Initial Assessment Resolution for Security and Landscape Special Assessments adopted July 18, 2017:

[1] There appear to be typos for the dates of two of the listed expenses, one for 11/28/18 and the other for 12/7/18. I assume that these are both supposed to be 2017 expenses in this memo.

"**Security and Landscape Program Cost**" means the amount necessary to fund the Village's provision of the Security and Landscape Program that are allocable to Assessed Property during a Fiscal Year and shall include, but not be limited to:
(A) the cost**, whether direct or indirect**, of all services, programs or facilities provided by the Village, or through contractual arrangements with the Village relating to the provision of security services, facilities or programs within the Assessed Area;
(B) the cost, **whether direct or indirect**, of all services, programs or facilities provided by the Village or through contractual arrangements with the Village relating to the provision of landscaping services (including the care, maintenance, replacement, and installation of landscape materials on swales, medians, open space and parks) within the Assessed Area;
(C) the cost of any indemnity or surety bonds and premiums for insurance;
(D) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits;
(E) the cost of computer services, data processing, and communications;
(F) the cost of training, travel and per diem;
(G) the recovery of unpaid or delinquent fees or charges advanced by the Village and due to the provision of Security and Landscape services, programs or facilities allocable to specific parcels;
(H) **the cost of engineering, financial, legal or other professional services**;
(I) all costs associated with the structure, implementation, collection, and enforcement of the Security and Landscape Program Assessments or a prior year's assessment for a comparable service, facility or program, including any service charges of the Tax Collector or Property Appraiser;
(J) **all other costs and expenses necessary or incidental to the acquisition, provision, or delivery of the services, programs or facilities funded by the Security and Landscape Program Assessment**, and such other expenses as may be necessary or incidental to any related financing authorized by the Village Council;
(K) a reasonable amount for contingency to provide for Security and Landscaping services within the Assessed Area of the Village during hurricanes or other extreme weather events;
(K) (sic) a reasonable amount for contingency and anticipated delinquencies and uncollectible Security and Landscape Program Assessments; and
(L) **reimbursement to the Village or any other person for any monies advanced for any costs incurred by the Village or such person in connection with any of the foregoing items of Security and Landscape Cost.** (emphasis added)

ANALYSIS

Specifically, BHCA has asked for reimbursements in the amount of $86,849.35 for the legal fees associated with defending its claim of private ownership of the streets and parks, along with $33,835.45 for governance costs. In total, the combined amount requested is $120,684.80.

The Assessment specifically provides for the recovery of legal fees along with financial, legal or other professional services. For example, the Village's expenses in preparing, adopting, interpreting and implementing the Assessment include legal fees that may be charged to the Assessment. Given that legal fees are eligible, the question is whether these particular legal fees are an appropriate expenditure of the Assessment.

The claimed fees associated with governance issues ($33,835.45) are analogous to the Village's overall costs of governance. Just as the Village does not charge its overall governance expenses to the Assessment, these organizational expenses do not necessarily relate to the purposes of the Assessment, do not deliver a special benefit, and therefore should not be considered compensable.

While the Assessment does not refer specifically to expenses incurred to protect the residents' rights in the streets and parks (the $86,849.35), these rights form the basis of the existence of the Special Assessment. The Village Attorney has looked into this request and, while the applicable caselaw clearly holds that Assessment revenues may only be spent for Assessment costs approved by the Initial Assessment Resolution, it does not provide detailed guidance on how this issue should be resolved.

The purpose of the Assessment is to provide a special benefit to those who pay it, and it is collected in proportion to the benefit provided–namely, landscaping services for these parks, and security services for these streets and parks. In this sense, costs incurred to protect the residents' rights in the streets and parks could be seen as costs necessary or incidental to the delivery of the special benefits of the Assessment.

If the Council decides that this category of legal fees should be considered compensable, the Council has options to consider. One option is to only consider those fees incurred after the approval of the Milestone Agreement on January 30, 2018. According to the invoices provided, this was $14,129.90. A second option is to consider those fees incurred after the approval of the Imbesi settlement agreement, which created the obligation for Imbesi to give the park parcels to the BHCA, which was on December 13, 2017. The invoices indicate that $25,447.25 in legal fees were incurred after December 13, 2017. A third option is to tie this to the date on which the deeds to the park parcels is conveyed to BHCA, which date has not yet occurred. The effect of this approach would be to approve payment of such legal expenses that may be incurred in the future by the BHCA. Of course, the Council may consider another approach in its discretion.

Because of the lack of a definitive answer on these issues, I have brought this request to the Council for its approval. As you consider this request, you should note that if you approve certain legal fees now, it can be anticipated that the BHCA may request payment of similar legal fees in the future. Should such requests be received by the Village, I will bring them before you for your consideration. The Initial Assessment Resolution for 2018-19 will be brought before you for action at the June Village Council meeting.

CONCLUSION

The BHCA has requested reimbursement of $120,684.80 in legal fees. A portion of those fees relate to governance, and may or may not specially benefit those who pay the Assessment.

Another portion of the fees relate to protection of the residents' rights in the streets and parks, which are the places where the benefits of the Assessment are delivered. There are several options for which portion of these legal fees may be considered. The Council should decide whether to approve payment of the requested legal fees and, if so, for what purposes and timeframes.

If you approve payment of any amount, then I will fund that out of currently approved Assessment budget, and reconcile any discrepancies at year end.

Attachments:

1. Attachment 1 - List of Requested Expenditure Reimbursements
2. Attachment 2 - Letter from BHCA

RESOLUTION NO. 2018-____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, APPROVING THE BAL HARBOUR CIVIC ASSOCIATION REQUEST TO APPROVE THE EXPENDITURE OF LANDSCAPE AND SECURITY ASSESSMENT FUNDS FOR CERTAIN LEGAL FEES; PROVIDING FOR IMPLEMENTATION AND FOR AN EFFECTIVE DATE.

WHEREAS, on April 4, 2018, the Village received a request from the Bal Harbour Civic Association (BHCA) for the Council to consider expenditure of Landscape and Security Assessment funds for the reimbursement and future payment of legal fees incurred in defending the residents' rights in the private streets and parks within the Assessment district, and in organizing the BHCA; and

WHEREAS, the Village Council desires to approve payment of $_____ of the request.

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

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

Section 2. Expenditure of Funds Approved. That the expenditure of funds in the amount of $_____ from the Landscape and Security Assessment is hereby approved.

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

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

PASSED AND ADOPTED this ___ day of _____, 2018.



_____
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.

Bal Harbour Civic Association
Bank of America Operating Acct

Date	Num	Description	Memo	Category	Legal
3/8/2016	Ck Pd	Arnstein & Lehr, LLP	Legal - Civic Docs	Legal	(12,500.00)
9/21/2016	1001	Arnstein & Lehr LLP	Legal - Civic Docs	Legal	(10,000.00)
12/14/2016	1007	Arnstein & Lehr, LLP	Legal - Civic Docs	Legal	(2,500.00)
4/12/2017	1013	Arnstein & Lehr, LLP	Legal - Civic Docs	Legal	(8,574.45)
11/6/2017	1021	Saul Ewing Arnstein and Lehr LLP	Legal - Civic Docs	Legal	(87.00)
11/28/2018	1023	Saul Ewing Arnstein and Lehr LLP	Legal - Civic Docs	Legal	(174.00)
					(33,835.45)
10/21/2016	1002	Bercow Radell Fernandez	Legal - Park Issue	Legal	(5,352.50)
11/22/2016	1005	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(12,550.00)
12/12/2016	1006	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(1,041.00)
1/9/2017	1009	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(950.00)
2/14/2017	1010	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(4,050.00)
3/10/2017	1012	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(4,325.00)
4/27/2017	1014	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(1,402.50)
5/11/2017	1015	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(1,522.60)
6/14/2017	1016	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(1,175.00)
7/20/2017	1017	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(900.00)
8/22/2017	1018	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(2,525.00)
10/2/2017	1019	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(3,850.00)
10/13/2017	1020	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(11,135.00)
11/14/2017	1022	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(6,923.50)
1/4/2018	1025	Saul Ewing Arnstein and Lehr LLP	Legal - Imbesi Litigation	Legal	(2,976.00)
1/12/2018	1026	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(8,341.35)
2/5/2018	1027	Saul Ewing Arnstein and Lehr LLP	Legal - Imbesi Litigation	Legal	(4,350.00)
2/12/2018	1028	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(8,380.00)
2/28/2018	1030	Saul Ewing Arnstein and Lehr LLP	Legal - Imbesi Litigation	Legal	(348.00)
3/12/2018	1031	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(1,051.90)
12/7/2018	1024	Bercow Radell Fernandez	Legal - Imbesi Litigation	Legal	(3,700.00)
					(86,849.35)
				Total	**(120,684.80)**

BAL HARBOUR CIVIC ASSOCIATION, INC.

balharbourcivicassociation@gmail.com

April 4, 2018

Dear Mr. Gonzalez,

As a result of past and current litigation over the parks and streets inside the gated security district, the Bal Harbour Civic Association (BHCA) has incurred and continues to incur considerable legal expenses.

We would ask that the Bal Harbour Village Council, at its April 17, 2018 regular Council meeting, consider a Budget Amendment for the Landscape and Security Assessment Fund to reimburse these past legal fees, as well as to reimburse future legal fees, from Contingency funds. Attached hereto are the invoices for legal fees that the BHCA has paid to date in defense of the private streets and parks totaling to date $86,849.35 (attached).

Furthermore, the BHCA has incurred and continues to incur legal expenses associated with creating a homeowner's association in furtherance of the Milestone Agreement entered into with Bal Harbour Village on January 30, 2018. The BHCA also requests that the Bal Harbour Village Council consider a Budget Amendment for the Landscape and Security Assessment Fund to reimburse the fees already paid as well as reimburse future legal expenses from Contingency funds. Attached hereto are the invoices for legal fees that the BHCA has paid to date to create a homeowner's association totaling to date $33,835.45.

Neither of these reimbursements include any invoices that were paid directly by board members out of their own pocket.

Sincerely,

Mark Fisher, Dina Cellini, Yankie Andrusier

Bal Harbour Board of Directors

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, ASSIGNING AN ADDITIONAL $1,333,828 OF THE GENERAL FUND UNDESIGNATED FUND BALANCE FOR THE CAPITAL PROJECTS RESERVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the resolution allocating additional Assigned General Fund balance in reserve for future Capital Projects?

Item Summary/Recommendation:

FY 2017 ended with surplus revenue over expenditure in all major funds, $1,634,000 in the General Fund, $19,400 in the Resort Tax Fund, and $1,352,400 in the Utility Fund. Of the $1,633,800 in the General Fund, $300,000 was previously allocated to the Capital Projects Reserve Fund as Assigned fund balance, the action before you today is to allocate the additional $1,333,800 of fund balance to the Capital Projects Reserve.

THE ADMINISTRATION RECOMMENDS ACCEPTANCE OF THIS RESOLUTION

Advisory Board Recommendation:

The Bal Harbour Village Budget Advisory Committee at their March 05, 2018 meeting, evaluated possible allocation of surplus revenue from FY 2017, and recommended the Assignment of fund balance to the Capital Projects Reserve.

Financial Information:

	Amount	Account	Account #

Sign Off:

	Chief Financial Officer	Village Manager
	Amber Riviere	Jorge M. Gonzalez

AGENDA ITEM _____

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: April 17, 2018

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, ASSIGNING AN ADDITIONAL $1,333,828 OF THE GENERAL FUND UNDESIGNATED FUND BALANCE FOR THE CAPITAL PROJECTS RESERVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

It is recommended the Village Council Approve the Resolution allocating additional Assigned General Fund balance in reserve for future Capital Projects.

INTRODUCTION

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 five key goals and master planning efforts such as the Utility Master Plan. 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. 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 2017

The close out for fiscal year 2016-17 (FY 2017), reconciles the actual results for the Village's fiscal year ended September 30, 2017, on a budgetary basis, following the issuance of the Village Comprehensive Annual Financial Report on February 16, 2018. We note the following budgetary highlights and identify the classification of the General Fund, fund-balance generated at the close of the fiscal year by a surplus of revenue in excess of expenditure.

Fund Performance Snapshot

Three primary Funds are used to operate the Village: General Fund (GF), Resort Tax Fund (RTF), and Water & Wastewater Utility Fund (WWUF).

GENERAL FUND

The General Fund ended FY 2017 with $14,336,100 in revenue which exceeded the Amended Budget (net of Fund Balance Carry Forward) by $515,800 or 3.7%. Expenses totaled $12,702,300, which is $2,830,800 below the Amended Budget, however, when Fund Balance Carry Forward is netted from the total, expenditures ended under budget by $1,118,010 or 8.1%. Combined, this results in surplus revenue in excess of expenditure of $1,633,828 or 10.5% of the Amended Budget. In addition, the proactive management of expenses and the continued planning for capital projects made the use of the programmed $1.7 million in Fund Balance Carry Forward not necessary at this time. Furthermore, Unassigned fund balance for the General Fund at year end, totals $12,890,300 or approximately one-hundred percent of annual expenditures.

General Fund	FY 2017 Amended Budget	FY 2017 Amended Budget *Net* of Fund Balance Allocations	FY 2017 Actual	Net Budget less Actual	% Difference
revenue	15,533,063	13,820,263	14,336,081	515,818	3.73%
expenditure	15,533,063	13,820,263	12,702,253	1,118,010	8.09%
revenue in excess of expenditure			1,633,828		

The Village Budget Advisory Committee met on March 5, 2018, to review the Comprehensive Annual Financial Report for the Village, and the FY 2017 End of Year budget figures. The committee discussed the disposition of the above referenced surplus and status of our fiscal goals and policies regarding fund balance, capital reserves, etc.

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 operating expenditures, the other half would be designated toward a capital reserve fund balance for future capital projects. In doing so, we increased the General Fund Assigned Fund Balance to $2,659,300 for the Capital Projects Reserve and IT Renewal and Replacement, and have increased the Unassigned Fund Balance to just above one-hundred percent of FY 2017 operating expense. Given the very strong and stable financial position of the General Fund, this year I proposed a one-time waiver of this policy, allocating all excess General Fund revenue at year end toward the Capital Projects Reserve. The Budget Advisory Committee concurred with my recommendation, which would provide $1,333,828, in Assigned fund balance toward the Capital Projects Reserve, this in addition to the budgeted $300,000, already allocated to the reserve at year end. The allocation will bring the total Assigned fund balance for the Village Council to allocate to specific capital projects at a later date to $3,993,130. This appropriation toward the Village's future capital needs is prudent fiscal planning given the active design efforts associated with the Waterfront Park and relevant potential land acquisition required to implement the proposed design.

With the landfall of Hurricane Irma last September, we were once again reminded of the natural and volatile threats a seaside, tourism-based economy faces. The volatility of travel and the impact of weather events could significantly affect the two largest sources of revenue for the Village; Property Taxes and Resort Taxes. It is important that the Village both, protect against downturns in the economy and set aside funds for future capital improvements. By allocating end-of-year fund balances in future years, we can accomplish both without adversely affecting annual revenue and expenditures for operations. This approach helps stabilize year-to-year variations and still allows for adequate capital planning for major facility upgrades or replacements.

RESORT TAX FUND

The Resort Tax Fund ended the fiscal year with $3,353,700 in revenue collections, and $3,334,300 in expense, generating revenue in excess of expenditures for the fund in the amount of $19,400. Expenditures incurred were $547,300 less than budgeted or 14.1%, and revenue collected was $39,700 less than budgeted or 1.0%, the budgeted use of $488,300 in fund balance was not necessary due to reductions to operating expense for the fund. Unassigned fund balance for the Resort Tax Fund is $3,110,200 or just above ninety-three percent of annual operating expenditures.

Resort Tax Fund	FY 2017 Amended Budget	FY 2017 Actual
revenue	3,881,624	3,353,692
expenditure	3,881,624	3,334,299
revenue in excess of expenditure		19,393

WATER & WASTEWATER UTILITY FUND

The Water & Wastewater Utility Fund ended the year with $8,014,800 of revenue which is $1,165,900 lower than the Amended Budget; and $6,662,400 in expenditures, which are $1,142,100 lower than the Amended Budget. In total, the revenue in excess of expenditure is $1,352,400. It should be noted that expenditures this year included $3,062,200 in capital expenditures. Also, the village received reimbursements for the Utility Master Plan Capital Project (Phase 1) from Miami-Dade County in the amount of $3,783,500.

Water & Wastewater Utilty Fund	FY 2017 Amended Budget	FY 2017 Actual
revenue	9,180,680	8,014,818
expenditure	7,804,479	6,662,380
revenue in excess of expenditure		1,352,438

Current Year Impacts

Revenues

For the last three fiscal years, Bal Harbour Village has experienced significant declines in ad valorem revenue due to Value Adjustment Board action; a multi-year backlog of appeals which were processed within an accelerated period of time to "catch up" with the accumulation of pending appeals. As a result a significant loss to taxable value, spanning multiple fiscal years, was absorbed in FY 2016, with residual effects into FY 2017, generating reductions of $401 thousand in current year ad valorem revenue, down from $741 thousand impact in the prior year. A budget stabilization reserve was used to mitigate these potential impacts in FY 2018.

Red light camera revenue was $285 thousand less than budgeted, resulting from the removal of three cameras during improvements related to the Consultatio development. Likewise, parking revenue was $33 thousand less than budgeted, due to construction staging within the parking lot. Interest earnings increased due to basis point increases from the State Board of Administration with an additional $30 thousand in earnings.

Building permit revenue significantly exceeded budgeted expectations at $1.4 million, an additional $796 thousand more than budgeted, aided in part to modifications to the fee schedule and increased permit activity within the Village.

Resort tax returns were consistent with projections at $3.53 million, but $39 thousand less than budgeted. In part, the revenue generated by resort tax levies help the Village keep its property tax rates low.

Security District assessment rate was maintained as the same as the prior year. This fund is on solid financial footing.

Expenses

All of the Village's operating departments and activities concluded the fiscal year within budgeted appropriations, with expenditures less than budgeted. The following is a brief highlight of those department with expenditures below budget by more than $150,000 at the close of FY 2017.

- The General Government Department expenses are $482,411 *below* budget, in spite of absorbing unbudgeted public works facility fire related expenses and Hurricane Irma related expenditures of $120,000, these increases were offset by budgeted contingency in the amount of $353,300, and budgeted payouts for retiring employees which were less than anticipated; within this activity is the planned $200,000 allocation toward the Capital Projects Reserve reflected in Village financial statements as Assigned fund balance.

- The Police Department expenses are $568,100 *below* budget, largely due to salary and fringe savings resulting from attrition and the filling of positions at a rate less than retirees, and savings to retirement resulting from advanced contributions made in the prior year, offset by increased overtime expense, a net savings of $371,500. Other operating expenses were reduced largely related to the three red light cameras which were down due to Consultatio construction most of the year resulting $169,000 in savings.

- The Public Works Department expenses are $724,800 *below* budget, due largely to budgeted capital projects which were held in abatement throughout the fiscal year, these include Miami-Dade County General Obligation Bond Village Hall improvements, Seawall Repairs, and the Jetty Cool deck resurfacing, a net savings of $774,000, offset by increased maintenance activities throughout the Village.

- The Information Technology expenses are $630,200 *below* budget, largely due to the deferral of major IT capital initiatives such as Computer Aided Dispatch (CADD) to the current fiscal year; within this activity is the planned $100,000 allocation toward the Capital Projects Reserve for IT renewal and replacement reflected in Village financial statements as Assigned fund balance.

Financial Policies and Planning

The Village prioritizes the allocation of resources with a focus on five key goals

- Enhancing policing strategies and accountability;
- Improving and beautifying our public spaces;
- Investing in our Information Technology Infrastructure;
- Enhance community engagement through public events and expanded communications with our residents and visitors; and,
- Establishing sustainable fiscal policies and planning for future capital investments.

These are the focus of our efforts and will continue to guide our funding priorities from year to year. Coupled with continued administrative improvements, we prioritize the initiatives most important to our Village Council and residents while keeping costs down consistent with revenue trends. As mentioned, in the past few years, we added $2.66 million to our Capital Projects Reserve for use toward future capital projects as a result of a policy to budget $300 thousand toward these contributions on an annual basis, and a policy of allocating year end surplus *(excess revenue over expenditure)* in a proportionate manner to fund both undesignated fund balance and an assigned capital projects reserve. This ensures a "rainy day" fund, is available to the Village in the event of a dramatic downturn due to unforeseen fiscal conditions that could adversely affect our community and/or economy, and that funds are available for future capital projects.

Fiscal Year 2018

FY 2018 commenced with a test of our readiness for extraordinary events, as we printed the Operating Budget and Capital Plan for our September budget hearings we also commenced preparation for the potential landfall of a category four hurricane. Bal Harbour Village was fortunate to avoid the direct path of the storm, however impacts of the outer bands generated damage and debris, thus far totaling $263,100 in expenditures directly related to Hurricane Irma, with additional invoices pending. Since October, we have worked with the Federal Emergency Management Administration (FEMA), and our insurance company Florida Municipal Insurance Trust (FMIT) to recoup our storm related expenses and toward the development of mitigation plans to minimize future hurricane related impacts to the Village. We anticipate FEMA reimbursement for expenditures to date.

This 100-year storm event throughout the State of Florida and beyond, generated demand for debris removal companies which exceeded their ability to provide direct services; in Bal Harbour we were fortunate that our local waste service provider assisted with debris removal along with our own Village staff. To improve our readiness for future storm events, we will advance for your approval the purchase of a new grapple truck to replace our existing equipment which is now seventeen years old, and presently experiencing failure.

This will ensure we have a reliable vehicle in the event of an emergency and for day to day Village debris removal needs.

The installation of hurricane impact windows in Village Hall the first quarter of this fiscal year has improved our readiness for future storm events. To enhance our ability to resume normal operations in the aftermath of a storm in the absence of electricity, we will advance for your approval the purchase of a generator and electrical upgrades necessary for generator operations for Village Hall and the Police Department annex. This will prevent the moisture related damages to flooring which occurred with Hurricane Irma, and provide for continuity of operations in the aftermath of a non-catastrophic storm event.

Major new capital initiatives to commence or continue in fiscal year 2018 include the development of a Basis of Design Report (BODR) for a new Waterfront Park, the selection of a firm to develop a beautification plan for the Collins Avenue Corridor, the continued advancement of plans for the engineered sand-by-pass project for beach sand renourishment.

Waterfront Park

The design cost of a new Waterfront Park for the Village is funded in part, by the Bal Harbour Shops through the negotiated development agreement, which requires a $3.5 million contribution toward the development of the park. The Village has allocated $884 thousand toward the capital project. The first public design workshop was held in January of 2018, to capture the residents vision for this statement project, leading to site plan development and design. A follow-up design workshop is scheduled for March of 2018. We anticipate a final design to be presented to the Village Council by the summer of 2018. The design includes the relocation of the existing Parks and Public Spaces Department operations facility, which will require the Village to acquire offsite property and warehouse space elsewhere.

Beach Renourishment

Bal Harbour Beach loses sand to the south at an average of 19,000 Cubic Yards each year, in the wake of Hurricane Irma this normal process was enhanced significantly to the detriment of our primary natural asset. In prior years, the sand-by pass with the north Jetty extension was recommended and engineered to address beach sand erosion. Alternative State and County funds and priority plans are sought to advance this much needed initiative. A short-term sand renourishment to address the impacts of Hurricane Irma has been completed adding nearly 40,000 cubic yards of sand. The Village continues to advocate with Miami-Dade County for a more reliable and recurring funding strategy to address the beach needs.

Conclusion

FY 2017 was closed with positive performance for all funds. 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. FY 2018 at the middle of the year, reflects positive progression with anticipated revenue and expenditures within budgeted allocations, in spite of Hurricane Irma impacts at the onset of the fiscal year.

RESOLUTION NO. 2018- _____

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR, VILLAGE, FLORIDA, ASSIGNING AN ADDITIONAL $1,333,828 OF THE GENERAL FUND UNDESIGNATED FUND BALANCE FOR THE CAPITAL PROJECTS RESERVE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Village closed FY 2017 with surplus of revenue over expenses in all major funds; and

WHEREAS, it is prudent to assign funds to plan for future capital needs of the Village; and

WHEREAS, the Village Manager and the Village's Budget Advisory Committee recommend the Assignment of $1,333,828 funds for the Capital Projects Reserve from the General Fund Unassigned Fund Balance, and

WHEREAS, the Village Council finds that proactively setting aside funds for the completion of future capital projects is in the best interests of the Village.

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. Assignment of Fund Balance to Capital Projects. That the Village Council hereby designates $1,333,828 of the General Fund Unassigned Fund Balance as Assigned for the Capital Projects Reserve.

Section 3. 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 4. 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, and they shall

remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

Section 5. Effective date. That this Resolution shall be effective immediately upon adoption.

The foregoing Resolution was offered by Councilmember _____, who moved its adoption. The motion was seconded by _____ and upon being put to a vote, the vote was as follows:

Mayor	_____
Assistant Mayor	_____
Councilmember	_____
Councilmember	_____
Councilmember	_____

APPROVED AND ADOPTED ON APRIL ____, 2018.

_____
GABRIEL GROISMAN, MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM:

_____
WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
VILLAGE ATTORNEY

Budget Summary

	FY 2017 Amended Budget	FY 2017 Actual	FY 2017 Budget less Actual	FY 2018 Budget
GENERAL FUND				
REVENUE				
Ad Valorem Taxes	$ 8,278,353	$ 7,876,843	(401,510)	$ 9,922,314
Delinquent Ad Valorem Taxes	0	318,776	318,776	0
Utility Service Tax	865,000	901,884	36,884	787,980
Franchise Fee	698,576	688,983	(9,593)	670,000
Intergovernmental Revenue	719,178	725,007	5,829	732,298
Permits & Licenses	1,415,188	2,186,909	771,721	1,840,000
Fines & Forfeitures	558,330	280,673	(277,657)	597,000
Miscellaneous	630,148	715,297	85,148	710,293
Solid Waste Assessments	655,490	641,710	(13,781)	671,685
Subtotal Operating Revenue	13,820,263	14,336,081	515,818	15,931,570
Fund Balance-Capital Projects Reserve	1,712,800	0	(1,712,800)	625,000
TOTAL GENERAL FUND REVENUE	$ 15,533,063	$ 14,336,081	(1,196,982)	$ 16,556,570
LEGISLATIVE				
Salaries & Benefits	68,044	68,785	(741)	69,986
Other Operating	320,200	254,736	65,465	100,600
Operating Capital			0	
TOTAL LEGISLATIVE	388,244	323,521	64,724	170,586
ADMINSTRATION				
Salaries & Benefits	1,061,349	993,976	67,373	1,103,913
Other Operating	131,400	59,872	71,528	113,400
Operating Capital			0	
TOTAL ADMINISTRATION	1,192,749	1,053,848	138,901	1,217,313
FINANCE				
Salaries & Benefits	508,353	489,685	18,669	534,679
Other Operating	156,895	124,446	32,449	160,305
Operating Capital			0	
TOTAL FINANCE	665,248	614,131	51,118	694,984
GENERAL GOVERNMENT				
Payouts/Retiree Hlth/COBRA/ Excess Benefit Plan	182,000	117,035	64,965	214,012
Salaries & Benefits	191,000	121,551	69,449	284,502
Other Operating	837,489	624,528	212,962	1,072,559
Operating Capital	200,000	0	200,000	200,000
TOTAL GENERAL GOVERNMENT	1,228,489	746,078	482,411	1,557,062

Budget Summary

	FY 2017 Amended Budget	FY 2017 Actual	FY 2017 Budget less Actual	FY 2018 Budget
LAW ENFORCEMENT				
Salaries & Benefits	$5,596,820	$5,254,847	341,973	$6,007,742
Other Operating	953,445	695,562	257,883	878,108
Operating Capital	116,000	147,797	(31,797)	55,000
TOTAL LAW ENFORCEMENT	$6,666,265	$6,098,206	568,059	$6,940,850
BUILDING				
Salaries & Benefits	429,319	436,156	(6,838)	659,944
Other Operating	393,000	312,861	80,139	364,300
Operating Capital			0	
TOTAL BUILDING	822,319	749,017	73,302	1,024,244
PARKS AND PUBLIC SPACES DEPARTMENT				
PUBLIC WORKS				
Salaries & Benefits	254,373	202,325	52,048	356,725
Other Operating	2,272,625	1,599,905	672,720	1,899,761
Operating Capital			0	
TOTAL PUBLIC WORKS	2,526,998	1,802,230	724,768	2,256,486
PARKS & RECREATION				
Salaries & Benefits	268,195	207,155	61,041	257,947
Other Operating	200,550	198,181	2,369	178,250
Operating Capital	0	4,289	(4,289)	934,360
TOTAL PARKS & RECREATION	468,745	409,626	59,120	1,370,557
INFORMATION TECHNOLOGY				
Salaries & Benefits	0	0	0	0
Other Operating	226,982	287,351	(60,369)	256,247
Operating Capital	741,845	51,249	690,596	638,064
TOTAL INFORMATION TECHNOLOGY	968,827	338,600	630,227	894,311
LEGAL SUPPORT SERVICES *(General Fund only)*				
Salaries & Benefits	0	0	0	0
Other Operating	605,179	566,997	38,182	430,179
Operating Capital			0	
TOTAL LEGAL SUPPORT SERVICES	605,179	566,997	38,182	430,179
GENERAL FUND TOTAL	15,533,063	12,702,253	2,830,810	16,556,570
Operating Revenue total	15,533,063	14,336,081	1,196,982	16,556,570
Revenue less Expense	0	1,633,829		0

Budget Summary

	FY 2017 Amended Budget	FY 2017 Actual	FY 2017 Budget less Actual	FY 2018 Budget
RESORT TAX FUND				
REVENUE				
Operating Revenue	3,393,357	3,353,692	(39,665)	3,442,883
Carryforward/ Fund Balance	488,267	0	(488,267)	0
Capital & Operating Revenue	3,881,624	3,353,692	(527,932)	3,442,883
TOURISM			0	
Salaries & Benefits	259,072	192,003	67,069	258,902
Other Operating	1,796,889	1,671,848	125,041	1,728,910
Operating Capital	0	400	(400)	0
TOURISM TOTAL	2,055,961	1,864,251	191,710	1,987,812
			0	
BEAUTIFICATION/ GREENSPACE /OTHER RESORT TAX ELIGIBLE			0	
Salaries & Benefits	361,475	290,722	70,753	247,052
Other Operating	1,464,189	1,179,327	284,862	1,208,020
Operating Capital	0	0	0	0
TOTAL BEAUTIFICATION/GREENSPACE	1,825,663	1,470,049	355,614	1,455,072
RESORT TAX FUND TOTAL	3,881,624	3,334,299	547,325	3,442,883
Revenue less Expense	0	19,392		
WATER & WASTEWATER UTILITY FUND				
REVENUE				
Operating Revenue	5,180,680	4,231,280	(949,400)	4,816,610
Debt Proceeds (Capital)	4,000,000	0	(4,000,000)	0
Inergovernmental Revenue/ CO	0	3,783,539	3,783,539	2,245,000
Carryforward/ Contributions	0	0	0	2,277,000
Capital & Operating Revenue	9,180,680	8,014,818	(1,165,862)	9,338,610
WATER & WASTEWATER UTILITY				
Salaries & Benefits	494,249	503,582	(9,334)	591,033
Other Operating	3,310,231	3,096,644	213,586	3,230,240
UTILITY OPERATIONS TOTAL	3,804,479	3,600,227	204,252	3,821,274
Capital Projects	4,000,000	3,062,153	937,847	2,245,000
UTILITY FUND TOTAL	7,804,479	6,662,380	1,142,100	6,066,274
Revenue less Expense/Capital Carry Forward	1,376,201	1,352,439	23,762	3,272,337

Budget Summary

	FY 2017 Amended Budget	FY 2017 Actual	FY 2017 Budget less Actual	FY 2018 Budget
LANDSCAPE & SECURITY ASSESSMENT FUND				
REVENUE				
Operating Revenue	426,921	438,972	12,051	569,988
Fund Balance	175,918	90,382	(85,536)	0
Capital & Operating Revenue	602,839	529,354	(73,485)	569,988
LANDSCAPE & SECURITY ASSESSMENT AREA EXPENSE				
Salaries & Benefits	33,410	33,490	(81)	40,430
Other Operating	569,429	495,864	73,565	529,558
L & S ASSESSMENT TOTAL	602,838	529,354	73,484	569,988
Revenue less Expense	0			0

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Jorge M. Gonzalez, Village Manager

FROM: Jeffrey P. Freimark, Councilman

DATE: April 17, 2018

SUBJECT: **Discussion regarding the April 23, 2018 Council Workshop on Tourism, Resort Tax and Art In Public Places**

Please place an item on the April 17, 2018 Village Council Meeting Agenda for a discussion regarding April 23, 2018 Council Workshop on Tourism, Resort Tax and Art In Public Places.

Thank you.

BAL HARBOUR

- VILLAGE -

MEMORANDUM

TO: Honorable Mayor and Council

FROM: Dwight S. Danie, Village Clerk

DATE: April 11, 2018

RE: Lobbyist Registration Report

Name of Lobbyist	Principal Represented	Date Registered
Maria A. Gralia – Stearns, Weaver, Miller	Hudson Bay Company/Saks Fifth Ave	01/16/18
Darrell Payne - Stearns, Weaver, Miller	Hudson Bay Company/Saks Fifth Ave	01/16/18
Carolyn M. Travis	Whitman Family Development	01/25/18
Randall A. Whitman	Bal Harbour Shops, LLLP	01/25/18
Matthew W. Lazenby	Bal Harbour Shops, LLLP	01/25/18
John K. Shubin, Shubin & Bass	Bal Harbour Shops, LLLP	01/25/18
Amy E. Huber, Shubin & Bass	Bal Harbour Shops, LLLP	01/25/18
Bernard Zyscovich Zyscovich Architects	Bal Harbour Shops, LLLP	01/25/18
Ivor N. Massey aka Nik Massey	Bal Harbour Shops, LLLP	01/25/18
Michael D. Katz Katz Barron Squitero Faust	Bal Harbour Shops, LLLP	01/25/18
Howard L. Friedberg Katz Barron Squitero Faust	Bal Harbour Shops, LLLP	01/25/18
Benjamin Elias, Whitman Family Development	Bal Harbour Shops, LLLP	01/25/18
Raymond Jungles, Raymond Jungles Architects	Bal Harbour Shops, LLLP	01/25/18
Roberto Bezold, Zyscovich Architects	Bal Harbour Shops, LLLP	01/25/18
Jeffrey Bercow	Bal Harbour Civic Association	01/26/18
Thomas Robertson	Bal Harbour Civic Association	01/26/18
Tony Imbesi	Flamingo Way Enterprises	01/30/18
Joseph Imbesi	Flamingo Way Enterprises	01/30/18
Morgan McDonough	Saks Fifth Avenue	02/20/18