Town Of Bay Harbor Islands
Regular Town Council Meeting
AGENDA
October 14, 2026
7:00 PM
Council Chambers, Community Center,
Rooms 2-3,
1175 95th Street, Bay Harbor Islands,
FL 33154

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result in being barred from the meeting. Persons exiting the Chambers shall do so quietly.

SPECIAL NOTICE

A Regular Town Council Meeting of the Town of Bay Harbor Islands will take place in-person and virtually through the Zoom platform.
In an effort to provide greater public access and comment on pending matters, the Town of Bay Harbor Islands is providing a Zoom link to enable members of the public to comment on pending items on the Town Council agenda. Zoom access is provided under the same terms and conditions as in-person access, including length of time and decorum. Anyone desiring to be heard may utilize the Zoom link. However, members of the public must understand that the provision of Zoom access for comments is a courtesy, not a vested right, and that access is provided subject to the availability and functionality of the Town's equipment. There is no guarantee that internet service will be reliable or that the Town's equipment will function as intended. In the event that the Zoom access is unavailable or interrupted for any reason, the Town Council meeting will still proceed forward, and will not be stopped or rescheduled in any regard. Those wishing to be absolutely certain that their comments are heard by the Town Council should present themselves in person at the Council meeting and seek recognition, or alternatively, should submit their comments in advance of the meeting in writing to the Town Clerk, and ask that they be read into the record, subject to the above terms and conditions, such as length and decorum. The validity of any actions taken by the Town Council will in no way be affected by the use or functionality of Zoom access for comments.

Zoom Meeting Link: https://us06web.zoom.us/j/84778925767?pwd=a86AOMRgBThYPp0n8m8egaRXtBVbqW.1

Meeting ID: 847 7892 5767
Passcode: 184961

To request to speak during Public Comment, please utilize the "raise your hand" Zoom feature on your electronic device. You will be recognized at the direction of the Zoom Meeting Host.

In addition, any member of the public who does not wish, or is unable to participate through the Zoom video conferencing platform, but would still like to participate can do so by listening to the meeting as it happens by dialing the Toll-free numbers below:

US Toll Free Numbers: 877 853 5247 or 888 788 0099
For higher quality, dial a number based on your current location):
US: 1 305 224 1968 or 1 646 558 8656 or 1 301 715 8592

Participant ID: Press the # key.

To request to speak: Dial *9 on your telephone device to activate the "Raise your Hand" feature on the Zoom platform.

Members of the Public can also submit their request to speak and/or comments via email to the Office of the Town Clerk at eherbello@bayharborislands-fl.gov prior to 4:00 p.m. on the day prior to the meeting.

1. **CALL TO ORDER:**

2. **PLEDGE OF ALLEGIANCE:**

3. **ROLL CALL:**

4. **SPECIAL PRESENTATION:**

   4.1 Designating October 7th as a Day of Remembrance. Sponsored by Mayor Isaac Salver.
   October 7th Day of Rememberance Proclamation.pdf

5. **REQUESTS FOR WITHDRAWALS. DEFERMENTS AND FUTURE AGENDA ITEMS:**

6. **TOWN MANAGER'S REPORT:**

7. **COUNCIL REPORTS:**

8. **TOWN ATTORNEY REPORTS:**

9. **COMMITTEE REPORTS:**

10. **PUBLIC COMMENT:**
    Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the

presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

11. CONSENT AGENDA:

(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)

11.1 August 19, 2026 Regular Town Council Meeting Minutes
September 4, 2026 Special Town Council Meeting Minutes
September 8, 2026 First Budget Hearing Meeting Minutes
September 10, 2026 Local Planning Agency Meeting Minutes
September 10, 2026 Regular Town Council Meeting Minutes
September 24, 2026 Final Budget Hearing Meeting Minutes

2026-08-19- Regular Town Council Meeting Minutes.pdf
2026-09-04- Special Town Council Meeting Minutes.pdf
2026-09-08- First Budget Hearing Meeting Minutes.pdf
2026-09-10 Local Planning Agency Meeting Minutes.pdf
2026-09-10- Regular Town Council Meeting Minutes.pdf
2026-09-24- Final Budget Hearing Meeting Minutes.pdf

11.2 Consideration and approval of a resolution authorizing the Town Manager to approve a $26,750 Purchase Order Change Order (POCO) for KCI to complete Stormwater Impact Fee Analysis.

Approve a $26,750 Purchase Order Change Order (POCO) for KCI to complete Stormwater Impact Fee Analysis as outlined in the attached Change Order No. 1 to Purchase Order No. 07461.

Ex 1 Executed Agreement between Town and KCI
Ex 2 Approved Scope of Work for Impact Fee Analysis
Resolution No. 2554-Approving Impact Fee
Change Order No. 1
PO 7461 KCI
TBH -BHI Stormwater Impact Fee Change Order Resolution.docx

11.3 Consideration and approval of a resolution authorizing the Town Manager to approve a $114,028 proposal for Chen Moore and Associates (CMA) to provide a new assessment of public shoreline and sea walls belonging to the Town along with an opinion of probable cost.

Approve a $114,028 proposal for CMA to provide a new assessment of public shoreline and sea walls belonging to the Town along with an opinion of probable

cost.
Master Agreement Engineering Consultant Continuing Services RFQ 5-1005-23-0-2023FVR
CMA Proposal Town Seawalls Assessment V2.pdf
TBH - BHI Seawall Assessment Resolution.docx

12. ORDINANCES ON SECOND READING:

12.1 Consideration and approval of an ordinance on second reading amending the Town's Zoning Code to establish a new Governmental Property (GP) Zoning District and to provide regulations governing the permitted uses and development standards applicable to properties designated within the GP District. Town Manager
ORDINANCE NEW ZONING GP.docx

12.2 Consideration and approval of an ordinance on second reading amending section 18-5 of the Town Code requiring developers to provide inspection and restoration of roadway work within 30 days as determined by the Town. Town Manager.
Town of Bay Harbor - Roadway Restoration - Ordinance (6).docx
Sec._18_5. Repair and Restoration of Damaged Property and Public Right-of-Way update.pdf

13. ORDINANCES ON FIRST READING:

13.1 Consideration and approval of an ordinance on first reading amending Section 23-12 (General Provisions) of the Town Code regarding swimming pools, hot tubs, jacuzzis and spas. Town Manager
Sec._23_12.___General_provisions Exhibit (4).pdf
TBH Pool Regulations Ordinance.docx

13.2 Consideration and approval of an ordinance on first reading to amend Chapter 71/2 entitled Flood Damage Prevention, to update the effective date of the Flood Insurance Study (FIS) and the Flood Insurance Rate Maps (FIRMs). Town Manager
Approve on first reading the revised Ordinance to amend Chapter 7 ½, in the Code of Ordinances entitled “Flood Damage Prevention”.
EXHIBIT 1 LFD 19 AUGUST 2026.pdf
EXHIBIT 2 NEW FIRM EFFECTIVE DATE 17 FEB 2027.png
EXHIBIT 3 OLD FIRM 11 SEPT 2009.png
Ordinance_Bay_Harbor_Islands_Chpt_7.5_FIS_date (1).docx

13.3 Consideration and approval of an ordinance on first reading amending Chapter 24, Property Maintenance Standards (Landscape Requirements). Sponsored by Council Member Robert Yaffe.
Staff Memo for Council Agenda Article II Sec.24-16.docx
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS .LANDSCAPE.docx
Exhibit A-Landscaping.docx

13.4 Consideration and approval of an ordinance on first reading amending Chapter

5, Article 1, creating Section 5-11 Construction Staging Plans for Exterior Renovations on Existing Developed Sites. Sponsored by Council Member Eric Rappaport.
Sec.5-11 Construction staging plans for exterior renovations on existing developed sites. 1st reading.docx

13.5 Consideration and approval of an ordinance on first reading requiring waterfront properties to display street addresses visible from the water. Town Manager
Ordinance-Waterfront Address ID.docx

14. DEFERRED ITEMS:

15. TOWN MANAGER ITEMS:

15.1 Discussion and possible action regarding an unsolicited proposal received by the Town for a P3 Partnership to construct a governmental complex or a separate Town Hall and/or Police Department. Town Manager
BHI Civic Infrastructure Partners-Police HQ.pdf
BHI Civic Infrastructure-Government Complex.pdf
BHI Civic Infrastructure-Town Hall.pdf
Resolution Accepting Proposals Re New Town Hall (Oct. 2026).docx

15.2 Discussion and possible action designating residential parking spaces. Town Manager

15.3 Appointment to the Parks and Recreation Committee. Town Manager
Town Council to appoint Hillary Frankel to the Parks and Recreation Committee.
Hillary Frankel Application-1.pdf
Hillary Frankel Application-2.pdf

15.4 Consideration and approval of a resolution entering into an agreement with Sea Tow Miami for Vessel Towing and Removal Services.
Resolution-Sea Tow Agreement.docx
TowAway_GovernmentProperty.docx

15.5 Consideration and approval of a resolution repealing Resolution No. 2107 titled Window and Door Permit Fee Waiver. Town Manager
2107 - Window & Doors.pdf
Resolution-Repealing Resolution 2107.docx

15.6 Discussion and possible action regarding a sales center extension at 1170 Kane Concourse.
2025-08-07_Letter_of_Intent_Origin_Sales_Office.pdf

15.7 Consideration and approval of a resolution approving a 2026–2027 Collective Bargaining Agreement between the Town of Bay Harbor Islands, Florida, and the South Florida Police Benevolent Association. Enclosed is a copy of the agreement.
Resolution - PBA Agreement 2026-2027.docx
Tentative CBA 2026-2027 (Rev Oct 8 2026) Salary Schedules.pdf

16. DISCUSSION ITEMS:

17. ADJOURNMENT: Approximately 10:00 p.m.

Respectfully submitted,

Lindsley Noel, MAcc
Town Manager

This meeting is open to the public, in accordance with the Americans with Disabilities Act of 1990, all persons that are disabled; who need special accommodations to participate in this meeting because of that disability should contact the office of the Town Clerk at 305-866-6241 ext. 122 no later than four (4) days prior to such proceeding.

In accordance with the provisions of section 286.0105, Florida Statutes, anyone wishing to appeal any decision made by the Town of Bay Harbor Islands Council, with respect to any matter considered at this meeting or hearing, 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 shall include the testimony and evidence upon which the appeal is to be based.

Two or more members of the Town Council and/or Town Boards/Committees may attend this meeting.

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 4.1
Date: October 14, 2026
From: Mayor Isaac Salver
Subject: Designating October 7th as a Day of Remembrance. Sponsored by Mayor Isaac Salver.

October 7th Day of Rememberance Proclamation.pdf

OCTOBER 7TH DESIGNATED AS A DAY OF REMEMBRANCE

WHEREAS, on October 7, 2023, Hamas and Palestinian Islamic Jihad (PIJ), both US-designated Foreign Terrorist Organization backed by the Islamic Republic of Iran, carried out a devastating terrorist attack in Israel, murdering nearly 1,200 people, including 46 Americans, and kidnapping approximately 250 people, including at least 12 Americans, forever changing the lives of victims, survivors, and their families; and

WHEREAS, the October 7th massacre marked the worst act of violence targeting Jews since the Holocaust, has been deeply felt by Jewish communities in the United States and around the world, and triggered a global wave of antisemitism unprecedented in the post-World War II era; and:

WHEREAS, remembering the victims of October 7 and standing with those whose lives were forever changed affirms our shared commitment to reject antisemitism, hatred, and violence.

NOW THEREFORE, I, Mayor Isaac Salver, Mayor, Vice Mayor Stephanie Bruder, Council Members Molly Diallo, Joshua Fuller, Elchonon Shagalov, Eric Rappaport and Robert Yaffe for the Town of Bay Harbor Islands do hereby recognize and proclaim October 7, 2026, as:

DAY OF REMEMBERANCE

And call upon our community to remember the victims, honor the survivors and families, and stand with our Jewish neighbors against antisemitism and hate.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the Town of Bay Harbor Islands to be affixed this 14th day of October, 2026.

ISAAC SALVER
MAYOR

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 11.1
Date: October 14, 2026
From: Lindsley Noel, Town Manager
Subject: August 19, 2026 Regular Town Council Meeting Minutes
September 4, 2026 Special Town Council Meeting Minutes
September 8, 2026 First Budget Hearing Meeting Minutes
September 10, 2026 Local Planning Agency Meeting Minutes
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2026-09-24- Final Budget Hearing Meeting Minutes.pdf

Town of Bay Harbor Islands

Regular Town Council Meeting
MINUTES
August 19, 2026

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 7:04 p.m.

Pledge of Allegiance

Pledge of allegiance was recited.

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Robert Yaffe, Council Member Molly Diallo, Council Member Elchonon Shagalov, Council Member Joshua Fuller and Council Member Eric Rappaport (arrived at 6:48 p.m.)

Absent: Interim Town Attorneys Tania Cruz-Gimenez and Carlos Gimenez.

Also Present: Town Manager Lindsley Noel.

Public Comments:

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Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Special Presentation:

1. Introduction of New Ruth K. Broad K-8 Bay Harbor Principal Constantino Hernandez.

   Mayor Salver welcomed and introduced Dr. Constantino Hernandez, the newly appointed Principal of Ruth K. Broad Bay Harbor K-8 Center. Dr. Hernandez has served with Miami-Dade County Public Schools since 2004 in various educational and leadership positions, including teacher, mathematics coach, curriculum support specialist, assistant principal, and school administrator. He holds a doctorate in education and has experience working across multiple grade levels. Dr. Hernandez shared his commitment to student success, community engagement, and building strong relationships with students, families, staff, and the community.

   Dr. Hernandez thanked the Council and Town staff for the warm welcome and assistance provided during the opening of the school year. He emphasized the importance of kindness, professionalism, and understanding, noting that individuals may be dealing with personal circumstances that are not visible to others. Dr. Hernandez stated that the school's priority is the success and well-being of its students and expressed his commitment to continuing to work with the Town and community. He announced that the school's Open House would be held on August 26 at 5:30 p.m. and invited the Mayor and Council to attend.

2. Presentation of the Annual Comprehensive Financial Report (ACFR) – Michael Quesada from Citrin Copperman.

   Mr. Quesada, Town's independent external auditor, presented the results of the fiscal year 2025 financial audit. He reported that the Town's financial statements received an unmodified opinion, representing the highest level of assurance provided by an independent audit. He reviewed the contents of the Town's Annual

Comprehensive Financial Report, including the auditor's report, Management's Discussion and Analysis, financial statements, notes, required supplementary information, and compliance reports. He reported that the Town was in compliance with applicable budgetary requirements, met the required pension contribution, and satisfied applicable debt-service and financial compliance requirements. He also discussed internal control and compliance findings identified during the audit, including matters classified as material weaknesses and a significant deficiency, which were included in the findings and responses section of the report. He noted that there were no disagreements with management, no significant difficulties encountered in conducting the audit, and no new accounting policies during the fiscal year other than the implementation of GASB 101 relating to compensated absences. He thanked Finance Director Tony Bryan and Finance Department staff, including Alex and Anna, for their assistance throughout the audit.

Mayor Salver recognized Corey Gitner for 21 years of service to the Town and community. Mr. Gitner, the creator, editor, publisher, and director of *News Waves*, was acknowledged for his longstanding contributions and coverage of the Town, including his continued attendance and documentation of Town events and meetings.

Mr. Gitner presented a vintage 2005 edition of *News Waves* in recognition of the occasion.

3. Officer of the Quarter and Life Saving Award – Commander Tomas Rego

Police Chief Alvarez recognized Commander Tomas Rego as the Officer of the Quarter and presented him with a Life-Saving Award for his actions on July 3, 2026. While conducting a marine patrol, Commander Rego responded to a report of a child in distress and provided CPR and infant choking-rescue measures to a two-year-old child who had been pulled from a swimming pool and was unconscious and not breathing. The child regained consciousness and was transported for medical care. Commander Rego was commended for his initiative, training, preparedness, and professionalism. The Mayor and Council congratulated Commander Rego on the recognition.

County Commissioner Micky Steinberg presented Commander Tomas Rego with a commendation recognizing his initiative, professionalism, compassion, and commitment to public service in connection with his life-saving actions on July 3, 2026. Commander Rego was commended for his actions and recognized for bringing credit to himself, the Bay Harbor Islands Police Department, the Town of Bay Harbor Islands, and Miami-Dade County.

Commander Rego expressed his appreciation for the recognition and stated that he viewed the award as a reflection of the entire Police Department and its commitment to CPR training and preparedness. He expressed gratitude to the Town for providing the training and support that enabled him to respond to the emergency. He also acknowledged the friendship developed with the child's family

and emphasized that the recognition was ultimately about the child and her recovery. He thanked the Town Manager, Police Chief, Mayor, Vice Mayor, and Council for their continued support of the Police Department and emphasized the importance of teamwork and preparedness throughout the department.

Requests for Withdrawals, Deferments and Future Agenda Items:

Items 8 (Consideration and approval of a resolution for the purchase of a vessel for the Building Department), 9 (Consideration and Approval of a Resolution ratifying the appointment of TerryAnn S. Howell, Esquire of the Conrad & Scherer, L.L.P, as Special Magistrate to conduct administrative hearings on code violations for the Town of Bay Harbor Islands) and 13 (Consideration and approval of a budget transfer for FY 2025-2026. Town Manager) were pulled from the consent agenda.

Town Manager's Report:

Town Manager Noel provided an update on recent meetings, events, programs, infrastructure projects, and departmental activities, including:

- **Meetings and Events:** Attended the District 4 Regional Hurricane Strategic Meeting, Hurricane Tabletop Exercise, National League of Cities Fly-In in Washington, D.C., Florida League of Cities Conference, and the August 17 Regional Water Safety Course hosted at the Surfside Community Center in partnership with Bay Harbor Islands, Bal Harbour, and Surfside. The Town also held the June 25 grand opening of the new Town Hall and Police Administration Facility and participated in the regional Fourth of July celebration, which attracted more than 2,200 attendees.

- **Community Programs:** Announced upcoming Bingo Night on August 20, the new Marjon program beginning August 24, Full Moon Yoga on August 27, expanded fall youth programming, and upcoming senior activities. The Town's budget hearings are scheduled for September 8 and September 24 at 6:00 p.m.

- **Tax Collector Services:** Reported on a recent visit by Miami-Dade County Tax Collector Dario Fernandez and announced that mobile licensing services will be available at Town Hall on September 25 from 10:00 a.m. to 2:00 p.m., with appointments available through CivicRec or in person at the Community Center.

- **School and Public Safety:** Reported that the Police Department completed its annual active-assailant training at Ruth K. Broad Bay Harbor K-8 Center in coordination with neighboring law enforcement agencies. The Town also participated in a unified back-to-school social media campaign.

- **Infrastructure and Resiliency:** Reported that the Town received the full $255,000 reimbursement for the Seawalk Replacement Project through the Resilient Florida Program. The Florida Department of Environmental Protection awarded the Town $450,000 for the Biscayne Bay Stormwater Improvements Project. The 100th Street Ejector Station Project reached a milestone with the newly installed force main successfully completing pressure testing at 100 psi for two hours, while

related electrical, control panel, excavation, backfill, and utility work continued.

- **Roadway Improvements:** Staff worked with the Florida Department of Transportation to implement “Do Not Block the Box” pavement markings at several intersections. Staff also continued monitoring roadway conditions associated with active construction projects and required responsible developers and contractors to complete necessary roadway restoration. An ordinance addressing roadway restoration was presented for Council consideration.

- **Town Facilities and Maintenance:** The final stage of the gate arm installation at 96th Street and West Broadview Drive was completed, including the installation of four decorative planter bollards. Two mini-split air-conditioning units were installed in Community Center Rooms 2 and 3 to address temperature concerns. Public Works also placed new pressure-washing equipment into service and completed cleaning of the basketball courts and surrounding recreational areas, including replacement of basketball netting.

- **Code and Enforcement:** Following adoption of legislation addressing underage operation of micromobility devices and construction-worker staging in municipal parking lots, the Police Department and Code Compliance developed and implemented an enforcement action plan. Staff reported that the plan has been successful in curtailing violations.

- **Kane Concourse Artificial Reef:** Reported that the permit application for the Kane Concourse Artificial Reef Project was submitted to the Florida Department of Environmental Protection and the U.S. Army Corps of Engineers, representing an important milestone in the project’s permitting process.

- **Communications:** Announced the launch of the redesigned *Islander* newsletter. The August issue introduced the Town’s updated branding and was distributed to residents beginning in early August. The newsletter is also available digitally through the Town’s website.

Council Reports:

Council Member Rappaport thanked fellow Council Members and Town staff for the successful summer events and noted that, although unable to attend several events, they had received positive feedback regarding the activities. He expressed appreciation for the Council’s adoption and implementation of the micromobility ordinance, stating that the measure is intended to promote safety throughout the Town. He also commended staff for improvements to the Town’s social media, newsletter, and marketing efforts, as well as implementation of the “Do Not Block the Box” pavement markings to assist with traffic flow and safety.

Council Member Diallo welcomed Dr. Constantino Hernandez and expressed appreciation for his leadership and commitment to the community. She also welcomed the new Middle School Assistant Principal, Mr. Castellanos, and recognized the appointment of Superintendent Villalobos, expressing appreciation to the Miami-Dade

County School Board and School Board Member Joe Geller for their leadership and commitment to the community. She commended Town staff for the successful reopening of Town Hall and the Fourth of July celebration, noting the value of bringing the community together. She also acknowledged the importance of the recent active-assailant training and commended the Town's law enforcement personnel, including Commander Rego, for their leadership and commitment to public safety. She thanked Finance Director Tony Bryan and the Finance Department for their work in preparing the Town's budget and for taking the time to meet with the Council throughout the budget process. She expressed appreciation to Public Works Director Randy Stokes and the Public Works team for their continued efforts and behind-the-scenes work in maintaining Town facilities and infrastructure, noting that their contributions are valued by the Council and the community.

Vice Mayor Bruder expressed appreciation to School Board Member Joe Geller for his assistance and support following the unexpected appointment of new leadership at Ruth K. Broad Bay Harbor K-8 Center. She stated that, upon learning of the change in school leadership, they contacted Mr. Geller regarding concerns about the transition and the importance of the school to the Town. She noted that Mr. Geller facilitated an introductory meeting with the new Principal, the Town Manager, and herself prior to the principal's arrival. During the meeting, various matters affecting the school were discussed, including air conditioning, maintenance, and other facility needs. She commended the new Principal for being active, supportive of the students, and hands-on in addressing school matters. She also acknowledged Mr. Geller's responsiveness regarding the school's air-conditioning issues and expressed appreciation for his continued communication, support, and willingness to address concerns and work collaboratively with the Town.

Council Member Fuller congratulated Commander Rego on his recent recognition and expressed appreciation for his service and contributions to the Town. He welcomed Dr. Hernandez as the new Principal of Ruth K. Broad Bay Harbor K-8 Center and expressed support for continuing a strong relationship between the Town and the school. He also thanked the Miami-Dade County School Board for permitting active-assailant training to take place at the school, noting that while the need for such training is unfortunate, it is essential to ensure that law enforcement personnel are prepared to respond to emergencies. He expressed appreciation for the opportunity to attend the training and observe the officers' preparedness and response. He commended Town staff on the reopening of Town Hall, noting that the facility provides additional services and accessibility for residents and presents an improved public-facing facility for the community. He also reported attending the Miami-Dade County League of Cities meeting, the National League of Cities Fly-In, and the Florida League of Cities Annual Conference, along with other members of the Council. He also welcomed students back for the new school year and encouraged all students to remain safe and have a successful school year.

Council Member Yaffe welcomed residents in attendance and congratulated Commander Rego on his recent recognition. He also welcomed Dr. Hernandez as the new Principal of Ruth K. Broad Bay Harbor K-8 Center and expressed appreciation for his attendance and introduction to the Council and community. He noted participation in several regional and municipal meetings, including the National League of Cities Fly-In in Washington, D.C., the Miami-Dade County League of Cities meeting, and the Florida League of Cities Annual Conference. He commended the Town and neighboring communities for the

successful Fourth of July celebration and expressed support for continuing the collaborative effort among the three communities. He also congratulated staff on the reopening of Town Hall and noted the improved working environment and accessibility provided by the new facility. He reported meeting with the Town Manager, Public Works Director, and representatives of Waste Pro regarding concerns with sanitation services and noted an improvement in service following the meeting. He also thanked staff for the upcoming renovation of the Town's tot lot and expressed support for the planned improvements and new equipment. He commended the Town's new branding and communications efforts and welcomed Arleen Borenstein to the Town team. He also expressed appreciation for the implementation of the micromobility initiative and related signage and suggested that the Town consider periodic public-service outreach, particularly on weekends and near the bridges, to increase public awareness of the regulations and promote compliance.

Council Member Shagalov stated that, in addition to the matters discussed by the other Council Members, he had the opportunity to participate in a boat tour with the Town Manager, Police Chief Alvarez, CIP Director Zamacona, and Commander Rego to observe firsthand the conditions beneath and along the Town's bridges and the surrounding waterways, including the sandbar. He expressed appreciation to Commander Rego and the Town's marine operations team for providing the tour and allowing him to observe the work and conditions firsthand. He noted the age and condition of portions of the Town's bridge infrastructure and expressed appreciation for the efforts of Town staff to monitor the infrastructure and implement necessary repairs and improvements. He also recognized the importance of the Town's continued investment in maintaining and improving its bridge infrastructure.

Mayor Salver provided additional comments regarding recent activities and events. He reported attending the Florida League of Cities Annual Conference as a permanent member of the Board of Directors and noted their reappointment to the Executive Board and participation in the organization's leadership activities. He discussed the League's role in advocating on behalf of municipalities and noted that this year's conference included significant discussion regarding Amendment 3 and its potential implications for municipal budgets. He also discussed a recent meeting with Miami-Dade County Tax Collector Dario Fernandez and highlighted improvements to the Tax Collector's services, including expanded online and application-based services and reduced wait times for residents. He recognized Commander Tomas Rego and the Bay Harbor Islands Police Department for hosting a community lifesaving and CPR training event on August 18. He noted that the training was attended by members of the community and staff from Bay Harbor Islands, Surfside, and Bal Harbour and provided participants with instruction on CPR and other basic life-saving techniques. He encouraged residents to participate in similar training opportunities. He also reported attending a recent community event with Congressman Byron Donalds and Mayor Larisa Svechin and concluded by noting the various municipal, regional, and community activities attended during the preceding months.

Council Member Yaffe provided information regarding voter participation in Bay Harbor Islands, reporting that 569 voters participated in the election. He reported that 271 ballots were submitted by mail, 65 voters participated through early voting, and 233 voters voted on Election Day.

Council Member Rappaport inquired whether the Miami-Dade County Tax Collector could be invited to attend a future Town public meeting in Bay Harbor Islands to provide information regarding available services and answer questions from residents.

Mayor Salver and Town Manager Noel stated they would reach out and invite him to a future Town Council meeting.

Public Comment: *Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any*

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Norma Orovitz addressed the Council on behalf of the residents and property owners of the Monterey Condominium, located at 9240 West Bay Harbor Drive. She stated that the condominium is a longstanding, boutique residential building with limited on-site parking and requested that the Town consider restoring or otherwise providing accommodation for previously available parking spaces across the street from the building. She expressed concerns regarding the reduction of available street parking and the impact on residents, guests, and caregivers, particularly individuals providing assistance to elderly and mobility-limited residents. She stated that residents had been directed to use the public parking lot and garage on 92nd Street but expressed concerns regarding the distance, available capacity, and accessibility for caregivers and visitors. She also raised concerns regarding the lack of visible curb markings or signage identifying restricted parking areas and questioned how residents could prevent guests from inadvertently parking in prohibited areas. She referenced parking accommodations available in neighboring communities and requested that the Town consider similar accommodation for residents of legacy condominium buildings with limited on-site parking.

Council Member Fuller requested that Town staff review the current parking regulations and determine whether an accommodation could be developed for residents of older or “legacy” residential buildings that have limited on-site parking. He stated that the intent of the Town’s parking regulations was to address parking impacts associated with newer development and construction activity and expressed concern that the regulations may also affect older buildings that were constructed with limited parking. He noted that certain

residents, including elderly residents and their caregivers, may have a particular need for convenient access to parking. He requested that staff review the matter and return to the Council with potential options or recommendations for addressing the parking needs of qualifying legacy buildings.

Council Member Yaffe suggested that Town staff conduct an inventory of all designated reserved parking spaces throughout the Town to verify that each reserved space is properly authorized and that the applicable annual parking license fees are current. He expressed concern that some reserved parking markings may remain in place after the corresponding parking license has expired or the required fee is no longer being paid. He further discussed the availability of parking in front of vacant properties and stated that, where appropriate and provided there is no objection from the property owner, such areas could potentially be considered for resident parking accommodations. He requested that staff review the existing reserved parking spaces and related licenses as part of the broader evaluation of parking availability for older residential buildings.

Town Manager Noel responded that the Town currently monitors designated reserved parking spaces and maintains records of the applicable parking licenses and fees. Monthly reports identifying reserved parking spaces and related information are distributed to the Police Department and parking enforcement personnel to assist with enforcement. He noted that a number of parking spaces have recently been designated as reserved and explained that construction-related parking presents enforcement challenges, particularly when construction workers park in areas designated for construction parking. He stated that enforcement can be difficult when individuals leave their vehicles, as officers may no longer have an individual present to address the violation. He advised Council Member Fuller that staff would review the available parking areas on the East Island to determine whether any spaces may be available to accommodate the parking needs of older residential buildings. He further noted that, consistent with Council direction, the Town has been actively enforcing parking regulations, particularly those applicable to construction workers.

Mayor Salver inquired whether the Town is aware of the ownership of the property referenced during the parking discussion and whether the property owner has requested that the area remain restricted or is currently paying a fee associated with the reserved parking designation. He noted for staff follow-up as part of the Town's review of the parking area and any potential accommodation for residents of nearby legacy buildings.

Town Manager Noel advised that the referenced area is currently designated as reserved parking. He stated that staff could contact the property owner to determine whether the owner would be amenable to allow residents of the Monterey Condominium to utilize the area for parking. He noted that any such accommodation would need to include a method of identifying authorized vehicles to facilitate enforcement. Staff would coordinate with the Monterey Condominium to establish appropriate parking identification or tagging so that designated residents and their vehicles could be distinguished from unauthorized vehicles, including construction-related vehicles.

Fran Neuhut spoke regarding several community concerns. She urged the Town to consider providing swimming lessons for Bay Harbor Islands children, emphasizing the importance of water-safety education given the Town's location surrounded by

waterways. She stated that a single CPR training event was insufficient and advocated for a more comprehensive swimming instruction program. She also expressed concern regarding the distance and accessibility of swimming programs available to local children. She raised concerns regarding enrollment and capacity at Ruth K. Broad Bay Harbor K-8 Center, stating that children residing outside Bay Harbor Islands also attend the school and expressing concern that the school may be overcrowded. She referenced the former joint-use agreement involving the school and expressed concerns regarding the availability of facilities and recreational space for Town residents and students. She also raised concerns regarding the use and development of property associated with Church by the Sea, including the use of portions of the property for educational purposes, the availability of parking, and the relationship between the church property and an adjacent parking lot. She referenced documents concerning the original proposed uses of the property and questioned whether the current uses and parking arrangements are consistent with applicable approvals and property requirements. She further questioned the Town's prior approval and oversight of the church property and requested that the Council review the matters raised, including the school, parking, property use, and related development requirements.

Kathleen Kennedy expressed appreciation to the Town Manager, Noel, for his efforts in preparing Ruth K. Broad Bay Harbor K-8 Center for the start of the school year. She specifically noted that concerns regarding damaged nets and the availability of garbage receptacles were addressed promptly and commended the Town Manager and staff for their responsiveness. She also commented on the allocation of funds among the neighboring municipalities and suggested that future financial contributions associated with regional initiatives be structured differently to account for the financial resources of the participating municipalities. She expressed support for the Town's efforts to develop additional recreational and youth programs, including activities for teenagers and cheerleading, and thanked staff for working on these initiatives. She emphasized the importance of maintaining Bay Harbor Islands' own identity and character while continuing to improve community amenities. She also discussed the future of Kane Concourse, expressing support for attracting quality businesses and new development to the area. She further raised concerns regarding sidewalk and roadway conditions following construction activity and encouraged developers and contractors to restore affected areas comprehensively rather than leaving partial repairs and mismatched pavement conditions.

Dave Sanchez discussed the recent amendment to the Town Code permitting certain showroom and restricted automobile dealership uses within the Kane Concourse Business District. He noted that, although an applicant had previously presented plans for a proposed ground-floor use, no building permit or business tax receipt had, to his knowledge, been submitted. He requested that the Council consider reviewing the Code amendment and whether the permitted use should remain in effect, expressing a preference for maintaining restrictions on automobile dealerships and similar uses in order to encourage other types of businesses within the Kane Concourse Business District. He spoke regarding the proposed purchase of a watercraft for inspection of seawalls and other waterfront conditions. He inquired whether the Code Compliance Division would be able to utilize the vessel to assist with identifying potential violations visible from the waterways. He discussed concerns regarding construction-site compliance, including required fencing and measures intended to prevent construction

debris, dust, and stormwater runoff from entering the waterways, and stated that such conditions should be documented and addressed through the appropriate enforcement process. He spoke regarding the proposed increase in bridge tolls and expressed concern with a proposed $1 increase and stated a preference for a smaller incremental increase, such as the previously discussed 10- or 15-cent adjustments. He also expressed support for reviewing toll rates periodically rather than establishing a fixed rate structure for an extended period. He provided his opinion regarding the proposed Causeway toll-pass plans and potential municipal participation and suggested that any discounted municipal rates be considered in relation to actual usage by residents of the participating municipalities. He suggested that municipalities with greater utilization of the Causeway could be considered for corresponding discounted rates.

Ree Kelly Stoppa questioned the process for identifying the three firms referenced under Agenda Item No. 22 and expressed a desire for additional information to be made available to the Council and public regarding the firms under consideration. She also raised concerns regarding the Town's forfeiture funds and requested greater transparency regarding the matter. She thanked Town staff for efforts to address concerns involving children using micromobility devices and requested that additional measures be considered to promote compliance with traffic and safety regulations, particularly among younger riders. She also raised concerns regarding enrollment at Ruth K. Broad Bay Harbor K-8 Center and referenced a prior agreement concerning the number of students permitted to attend the school. She requested that the agreement be reviewed and that the Town confirm whether current enrollment is consistent with the applicable terms. She requested information regarding the condition and proposed repair of the Town's bridge infrastructure and encouraged the Council to continue addressing the matter and identifying potential repair options. She also raised concerns regarding parking availability and the use of spaces by individuals who are not residents or authorized users, including parking near the Town's hotel property. She suggested establishing a fund or other mechanism to provide financial assistance for the child involved in the recent life-saving incident and expressed interest in contributing toward a prepaid college education program for the child.

Linda Zliber (Via Zoom), expressed appreciation to Commander Rego and the entire Bay Harbor Islands Police Department for their service and ongoing efforts to protect the community and save lives. She shared that she has been a longtime resident of Bay Harbor Islands, having lived in the Town since adolescence, and expressed pride in being part of the community. She also reflected on her personal relationship with Shepard Broad, noting that Mr. Broad shared with her the history and founding of Bay Harbor Islands and encouraged her to one day serve as Mayor. She expressed appreciation for the opportunity to have served as Mayor and conveyed pride in the Town and its history. She concluded by expressing appreciation for the community and offering blessings to the Mayor, Council, staff, and residents.

Seth Salver, Mayor of Bal Harbour Village, spoke regarding Agenda Items No. 23 and 24. In regard to the proposed increase in Causeway toll rates, he expressed support for the increase and stated that, in his view, additional toll revenue is warranted in light of the financial considerations associated with the bridge project. He acknowledged the need for the Town to establish a reasonable rate. In regard to the proposed Causeway pass program, he questioned the need for multiple categories of discounted rates based on

residency or employment in neighboring municipalities. He suggested that the Town consider establishing a resident rate and a non-resident rate rather than creating multiple eligibility categories, which he stated could create additional administrative requirements. He also suggested that the pass program consider using vehicle license-plate identification rather than relying solely on transferable transponders. He expressed concern that transferable transponders could create opportunities for misuse or unauthorized sharing of discounted passes. He concluded by encouraging the Council to consider the structure and administration of the proposed toll-pass program.

Committee Reports:

Consent Agenda: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

A motion was made by Vice Mayor Bruder, seconded by Council Member Rappaport to approve the consent agenda minus the pulled items, Items 8 (Consideration and approval of a resolution for the purchase of a vessel for the Building Department), 9 (Consideration and Approval of a Resolution ratifying the appointment of TerryAnn S. Howell, Esquire of the Conrad & Scherer, L.L.P, as Special Magistrate to conduct administrative hearings on code violations for the Town of Bay Harbor Islands) and 13 (Consideration and approval of a budget transfer for FY 2025-2026. Town Manager). The motion carried with a 7-0 vote.

4. June 1, 2026 Special Town Council Meeting Minutes
June 11, 2026 Regular Town Council Meeting Minutes

Approved on Consent.

5. Consideration and Approval of a resolution approving the Ruth K. Broad K-8 Center Nurse Initiative Memorandum of Understanding between the City of Miami Beach ("CMB"), North Bay Village ("NBV"), the Town of Bay Harbor Islands ("TBHI"), the Town of Surfside ("TS"), Bal Harbour Village ("BHV"), and the Miami Beach Chamber Education Foundation, Inc. ("MBCEF") (collectively, the "Parties"), to provide for funding and for the implementation of a Nurse Initiative for the school year 2026-2027, at a pro rata share of $10,140. Town Manager.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE RUTH K. BROAD K-8 CENTER NURSE INITIATIVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH, NORTH BAY VILLAGE, THE TOWN OF BAY HARBOR ISLANDS, THE TOWN OF SURFSIDE, BAL HARBOUR VILLAGE, AND THE MIAMI BEACH CHAMBER EDUCATION FOUNDATION, INC.; APPROVING THE TOWN'S PRO RATA CONTRIBUTION IN THE AMOUNT OF $10,140 FOR THE 2026-2027 SCHOOL YEAR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE MEMORANDUM OF UNDERSTANDING; PROVIDING FOR

IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Approved on consent.

6. Consideration and approval of a 3rd Proposal from Florida Draw Bridges Inc. (FDI) in the amount of $213,084 to install steel plates over severely deteriorated header joints on the Broad Causeway Intracoastal Waterway Bridge. Town Manager

   A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A PROPOSAL FROM FLORIDA DRAW BRIDGES, INC. IN THE AMOUNT OF $213,084.00 FOR THE INSTALLATION OF STEEL PLATES OVER DETERIORATED HEADER JOINTS AT THE SHEPPARD BROAD CAUSEWAY INTRACOASTAL WATERWAY BRIDGE; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

   Approved on consent.

7. Consideration and approval an emergency expenditure of $58,090 to monitor and measure sewage flows associated with Cycle 3 SSES Phase 1 RFI and Phase 2 Regulatory Reporting. Town Manager.

   A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING A CONTRACT WITH CHEN MOORE AND ASSOCIATES IN THE AMOUNT OF $58,090.00 FOR SEWAGE FLOW MONITORING AND MEASUREMENTS RELATED TO THE CYCLE 3 SANITARY SEWER EVALUATION SURVEY, INCLUDING PHASE 1 REQUEST FOR INFORMATION AND PHASE 2 REGULATORY REPORTING; AUTHORIZING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

   Approved on consent.

8. Consideration and approval of a resolution for the purchase of a vessel for the Building Department. Town Manager

   A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE PURCHASE OF ONE (1) FLUID 29 PATROL BOAT, INCLUDING SPECIFIED ENGINES, NAVIGATION ELECTRONICS, SAFETY EQUIPMENT, TRAILER, DELIVERY, AND RELATED ACCESSORIES FROM FLUID MARINE IN AN AMOUNT NOT TO EXCEED $253,614.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE PURCHASE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

   Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Mayor Salver explained that the item concerning the proposed purchase of a watercraft was pulled from the agenda because he believed the proposed expenditure warranted additional discussion, particularly in light of the Town's consideration of increased millage and other anticipated fiscal impacts. He noted that the proposed watercraft represents an expenditure of approximately $250,000 and expressed concern regarding the timing of the purchase while acknowledging the importance of both law enforcement and Code Compliance enforcement. He requested that staff provide an explanation of the specific purpose and operational need for the proposed watercraft, including why the Town's existing Police Department vessel could not be used to perform the same or substantially similar inspection and enforcement functions. He also requested that the discussion consider the Town's anticipated financial obligations and priorities before proceeding with the proposed purchase.

Town Manager Noel clarified that the funds proposed for the watercraft are restricted building-related funds and are separate from the Town's General Fund. He noted that property tax revenues associated with the millage rate are deposited into the General Fund and are not the funding source for the proposed purchase. He explained that the proposed watercraft would be used for waterside structural inspections, post-disaster assessments, documentation of unsafe conditions, and support related to FEMA and other applicable funding or reimbursement programs. Recent incidents, including a barge that became submerged near the seawall, were cited as examples of circumstances requiring waterside inspection and assessment capabilities. He further explained that the Police Department currently has one marine vessel, which is primarily utilized for law enforcement and emergency response activities. Because the police vessel is frequently deployed for calls and other operational purposes, staff recommended that the Building Department have a dedicated vessel for building, structural, and Code Compliance inspections and enforcement activities. He compared the proposed arrangement to the Town's existing vehicle structure, noting that Code Compliance officers generally utilize dedicated vehicles for their inspections and enforcement responsibilities rather than relying on Police Department vehicles. He stated that a dedicated vessel would similarly provide the Building Department with the appropriate equipment and availability to perform its waterside inspection and enforcement responsibilities.

Council Member Fuller stated that he was pleased the item had been pulled from the agenda for further discussion. He acknowledged that the proposed purchase would be funded through the Building Department's restricted funds rather than the General Fund, but he expressed concern regarding the approximately $250,000 cost of the proposed vessel. He questioned whether a vessel of that cost and size was necessary for the Building Department's anticipated uses, noting that a less expensive vessel or the rental of a vessel on an as-needed basis could potentially meet the Town's inspection needs. He stated that a lower-cost vessel may be sufficient if the primary purpose is to conduct waterside inspections and code enforcement activities on an occasional basis. He indicated that they would be more receptive to the proposed vessel if the Town intended to utilize it more

extensively for Code Compliance activities, including inspections in the vicinity of the sandbar and other areas accessible by water. However, he questioned how the Town determined that the proposed vessel was the appropriate type and size, noting that it appeared to fall between the capabilities of a law-enforcement vessel and those of a smaller inspection vessel. He requested additional information regarding the criteria used to select the proposed vessel and the specific operational needs the vessel is intended to address.

Building Official Garcia explained that the selection of the proposed vessel was based primarily on its size and capacity rather than its power. He stated that Building Department inspections may involve multiple personnel, including a team of engineers, and that the Town requires a vessel capable of safely accommodating the inspection team. He further explained that the vessel would also be used during post-damage assessments, when conditions in the waterways may include debris, obstructions, or other hazards. He stated that the selected vessel provides the necessary capacity and stability to safely navigate the bay and conduct inspections under such conditions. He stated that these operational and safety considerations were the basis for selecting the proposed vessel.

Council Member Fuller asked staff to clarify how frequently the Building Department anticipates using the proposed watercraft for inspections and other activities. He reiterated that, while safety is an important consideration, the Town should also evaluate whether a less expensive vessel or a rental arrangement could adequately meet the Building Department's needs. He noted that a vessel with sufficient size and power may be available at approximately half the proposed cost and questioned whether the purchase of the proposed vessel could be justified if it would not be used on a frequent basis. He stated that more frequent use for Code Compliance activities, including operations in the vicinity of the sandbar, could support consideration of a larger vessel, but otherwise suggested that the Town evaluate whether renting or purchasing a lower-cost vessel would be a more appropriate option.

Building Official Garcia explained that renting a vessel would require Building Department personnel to travel off the Island to a designated dock or marina, obtain the vessel, and return it to the Town's waterways, which could create additional logistical delays. He stated that having a dedicated vessel maintained at the Town's dock would provide greater efficiency and allow staff to respond more quickly to inspection needs. He provided historical permit activity to demonstrate the anticipated frequency of use. He reported that the Town issued 37 seawall- and dock-related permits in 2023, with each permit requiring approximately four to five inspections. In 2024, the Town issued 41 such permits, and in 2025, the number increased to 53 permits. As of June 2026, the Town had already received 26 such permits. He stated that the increasing number of seawall- and dock-related permits demonstrates a growing need for the Building Department to have dedicated watercraft capabilities to conduct the required inspections and maintain an efficient inspection process.

Town Manager Noel addressed the rental option and explained that a Town-owned vessel would allow the Building Department to equip the watercraft specifically for

its inspection and enforcement operations. He noted that the vessel could be outfitted with appropriate amber or yellow warning lights, as applicable, as well as a laptop and other equipment necessary for staff to conduct inspections and document conditions while on the water. He stated that having a dedicated, properly equipped vessel would provide operational efficiencies and capabilities that may not be available through a rental arrangement, further supporting the need for a Town-owned watercraft.

Council Member Fuller reiterated the request for additional information regarding the anticipated frequency of use of the proposed watercraft. He stated that the information would assist in evaluating the proposed cost and determining whether the size and type of vessel are appropriate for the Town's anticipated needs. He asked staff to provide an estimate of how frequently the Building Department expects to utilize the vessel, such as whether inspections would occur on a daily basis, several times per week, or on an as-needed basis.

Building Official Garcia stated that the Building Department anticipates conducting weekly patrols of the Town's waterways to identify potential building-related violations involving seawalls, docks, and other waterfront structures, including unpermitted work. He clarified that Code Compliance is a separate department and that the proposed vessel is intended to be a Building Department vessel. He stated that they could not speak to the frequency or manner in which the Code Compliance Division may utilize a watercraft.

Vice Mayor Bruder sought clarification as to whether the proposed watercraft would be dedicated exclusively to the Building Department and whether other Town departments would be permitted to utilize the vessel. She raised this question in connection with the proposed vessel's intended use, operational needs, and cost.

Town Manager Noel clarified that the proposed watercraft would be primarily utilized by the Building Department. He explained that, because the purchase would be funded with funds restricted for Building Department purposes, the Town must comply with the applicable requirements governing the use of those funds. He further clarified that Code Compliance personnel would be permitted to accompany the Building Department on inspections, noting that the two departments frequently work together on matters involving waterfront properties and potential violations. He stated that the Town would develop a deployment strategy to determine the frequency and manner in which the vessel would be utilized. He indicated that the Building Department would conduct regular inspections of the Town's waterfront areas, including seawalls and other structures, noting that not all seawalls and waterfront areas are currently being inspected on a regular basis. He referenced prior concerns reported to the Town regarding deteriorating seawalls and materials or debris entering the waterways and stated that increased water-based inspections would assist the Town in identifying and addressing such conditions.

Vice Mayor Bruder expressed concern regarding the Town's ability to adequately staff and operate the proposed Building Department watercraft. She noted that the

Police Department currently has five personnel trained to operate its marine vessel and stated that a similar training program could be implemented for multiple Building Department personnel to ensure sufficient staffing and operational coverage. She questioned whether the current Building Department staffing structure would provide an adequate number of personnel with the necessary training and qualifications to regularly operate the proposed vessel and conduct water-based inspections. She stated that she understood the Building Official and potentially other Building Department personnel would be among those trained to operate the proposed watercraft. She expressed the importance of ensuring that sufficient Building Department personnel are trained and available to operate the vessel. She further emphasized the importance of developing a plan to ensure that the watercraft is utilized on a consistent and regular basis, consistent with the operational needs identified by staff, rather than remaining underutilized.

Mayor Salver asked whether staff had estimated the ongoing annual costs associated with the proposed watercraft in addition to the initial purchase price. He specifically inquired about anticipated maintenance, storage or docking, repairs, and other recurring operating expenses. He noted that boat ownership can involve ongoing and unexpected repair costs and emphasized the importance of understanding the Town's total cost of ownership before proceeding with the purchase. He also acknowledged the Town's unique island environment and the operational need for water-based access while requesting additional information regarding the anticipated annual costs of maintaining and operating the vessel.

Town Manager Noel stated that the Town's existing vessel is currently stored at Indian Creek. He further advised that the Town is in the process of constructing a boat lift on Town property that will allow the vessel to be stored on the Island. He indicated that the proposed storage arrangement would provide more convenient access to the vessel for Town operations.

Discussion among the Council took place regarding the cost of two boat lifts.

Town Manager Noel stated that a portion of the grant funding received by the Town is being used to cover part of the cost of constructing the boat lift. He advised that the specific amount of grant funding allocated toward the boat lift was not immediately available but could be provided to the Council. He further stated that staff could review the Police Department's current marine vessel maintenance expenses and use those costs as a reference to provide the Council with an estimate of the anticipated annual maintenance costs associated with the proposed Building Department vessel.

Council Member Shagalov asked regarding the restricted funds of the Building Department as it pertains to the purchase of this vessel.

Finance Director Bryan discussed the timeframe for utilizing funds received by the Town for Building Department purposes. He stated that, under the applicable funding requirements, the Town has a rolling four-year period in which to utilize such funds. He explained that funds that are not utilized within the applicable period may be returned to the State or to the developer who paid the associated

permit fees. He noted that one of the applicable funding periods is approaching its expiration and emphasized the importance of utilizing the available restricted funds for eligible Building Department purposes.

Council Member Shagalov stated that, if the Town is subject to a “use it or lose it” requirement for the restricted Building Department funds, the funds referenced could otherwise be subject to forfeiture if not utilized within the applicable timeframe. He further asked whether the ongoing maintenance and related operating costs for the proposed watercraft would also be paid from the Town’s restricted Building Department funds, rather than from the General Fund.

Town Manager Noel clarified that a portion of the ongoing maintenance costs would be funded through the restricted Building Department funds, while costs associated with the Police Department’s use and operations would be funded through the Police Department’s General Fund budget. He reiterated that the Building Department’s funds are restricted and separate from the General Fund.

Vice Mayor Bruder confirmed that the costs associated with the proposed watercraft, including maintenance and related expenses attributable to its Building Department use, would be funded from the restricted Building Department funds. She reiterated that these funds are designated for Building Department purposes and stated that the Town intends to utilize available funds for eligible Building Department needs rather than allow such funds to remain unused and become subject to the applicable funding limitations.

Mayor Salver noted that the Town is also anticipating the construction of a new Town Hall facility, which is expected to include space for the Building Department and may have a projected construction cost exceeding $10 million. He questioned whether the restricted Building Department funds could instead be utilized for eligible costs associated with the new facility, including architectural plans and related design expenses. He raised the question in the context of determining the most appropriate use of the available restricted Building Department funds and the Town’s upcoming capital needs.

Town Manager Noel clarified that a portion of the restricted Building Department funds could be utilized for the new Town Hall project, provided that the expenditure is directly related to the Building Department. He indicated that eligible costs associated with the Building Department component of the project, including applicable architectural and design expenses, could potentially be funded from the restricted Building Department funds.

Council Member Yaffe noted that the Town may face a timing consideration regarding the use of restricted Building Department funds, particularly in light of the anticipated new Town Hall project. He stated that, although the Town has several years within the applicable rolling funding cycle, it was not clear where the Town currently stands with respect to the planning and development of the new Town Hall. He further noted that, because the funding operates on a rolling cycle, the oldest available restricted funds may need to be utilized before they become subject to expiration. He suggested that the Town consider whether the available

funds could be appropriately allocated toward the proposed watercraft while also taking into account future eligible Building Department expenses associated with the new Town Hall project.

Town Manager Noel clarified that the restricted Building Department funds may not be designated for Police Department expenses or other General Fund purposes. He explained that, because the funds are restricted, they must be used for eligible Building Department-related purposes and cannot be allocated to the Police Department or other departments whose expenses are funded through the General Fund.

Council Member Fuller clarified that the inquiry regarding the use of the proposed watercraft for other Town purposes was intended to address potential emergency circumstances or additional equipment needs, rather than the routine allocation of restricted Building Department funds to the Police Department or another General Fund department. He asked whether, in the event of an emergency such as a hurricane or other disaster, the Town could consider adding features or equipment to the proposed vessel that would enhance its usefulness for broader emergency response activities. He suggested that, if a relatively modest additional expenditure could provide the vessel with capabilities that would be beneficial during an emergency, the Council would benefit from knowing what options may be available and whether the proposed vessel could accommodate such features.

Town Manager Noel acknowledged the Council Member's suggestion and stated that staff would evaluate available options for additional features and equipment that could enhance the vessel's capabilities for emergency response and other potential uses. He indicated that staff would consider the various options discussed, including additional safety and operational equipment, as part of the evaluation of the proposed vessel.

Council Member Fuller stated that, in the event of an emergency, the Town should consider whether additional features or equipment could be incorporated into the proposed vessel to enhance its usefulness for emergency response. He indicated that such additions should be considered within reasonable cost parameters and, where appropriate, in a manner that would support the Town's ability to utilize the vessel during emergency situations.

Vice Mayor Bruder suggested that the Town consider authorizing up to an additional $50,000 for equipment or enhancements to the proposed watercraft, if deemed reasonably necessary to increase its emergency and operational capabilities, without requiring the matter to return to the Council for separate approval.

A motion was made by Vice Mayor Bruder to approve the resolution and to authorize up to an additional $50,000 for equipment or enhancements to the proposed watercraft, if deemed reasonably necessary to increase its emergency and operational capabilities, without requiring the matter to return to the Council for separate approval, seconded by Council Member Rappaport. The motion carried with a 7-0 vote.

9. Consideration and Approval of a Resolution ratifying the appointment of TerryAnn S. Howell, Esquire of the Conrad & Scherer, L.L.P, as Special Magistrate to conduct administrative hearings on code violations for the Town of Bay Harbor Islands. Town Manager.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE APPOINTMENT OF TERRYANN S. HOWELL, ESQUIRE, OF CONRAD & SCHERER, L.L.P., AS SPECIAL MAGISTRATE TO CONDUCT ADMINISTRATIVE HEARINGS RELATING TO CODE ENFORCEMENT MATTERS FOR THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Council Member Yaffe explained that he raised the matter due to concerns regarding the Town's prior process for retaining a Special Magistrate. He referenced events beginning in December 2024, during the tenure of former Town Manager Jenice Rosado, and stated that Christopher Benjamin, who was serving as a State Representative at the time, had previously served as the Town's Special Magistrate at an hourly rate of approximately $165. He stated that, following Mr. Benjamin's election to judiciary, the Town went through an extended period without a Special Magistrate. He reported that the Town subsequently retained Annette Cannon, who at the time served as Chief Special Magistrate for the City of Miami Beach and also served as a Special Magistrate for the City of Fort Lauderdale. He stated that Ms. Cannon's compensation was approximately $200 to $225 per hour, with a minimum number of hours. He further stated that an individual who was not affiliated with the Town subsequently raised an objection to Ms. Cannon serving as the Town's Special Magistrate, based on an alleged dual-office holding issue. expressed concern regarding the Town's delays in retaining a Special Magistrate and stated that prior efforts to determine whether the legal issues surrounding the position could be resolved had not resulted in a response. He noted that the Town subsequently retained TerryAnne Howell, who later became unavailable due to a change in her professional affiliation. He stated that Ms. Howell had since indicated a willingness to serve at a rate of approximately $400 per hour, with a three-hour minimum, and questioned whether this was the most appropriate arrangement for a position that requires services only periodically. He suggested that the Town consider qualified individuals who serve as Special Magistrates in other municipalities and requested information regarding the compensation requested by another individual recently interviewed for the position.

Mayor Salver requested clarification regarding the circumstances that prevented Annette Cannon from continuing to serve as the Town's Special Magistrate. He asked the Town Attorney to advise whether there were any conflict-of-interest, dual-office, or other legal concerns that would have affected Ms. Cannon's appointment and stated that they had considered her to be a strong candidate for

the position.

Council Member Yaffe stated that Annette Cannon's departure was the result of the dual-office issue previously discussed and noted that she ultimately resigned from her positions with the other municipalities involved. He clarified that his concern was not specifically about Ms. Cannon, but about obtaining a legal opinion regarding the dual-office issue so the Town could consider qualified individuals who serve in administrative or magistrate roles in other municipalities. He stated that resolving the legal issue could provide the Town with additional qualified candidates and potentially lower-cost options. He explained that this was the basis for his objection to the proposed appointment and stated that he intended to vote against the item.

Town Manager Noel noted that the proposed Special Magistrate arrangement would result in an annual cost of approximately $14,400 and questioned how frequently the Special Magistrate would be required to appear before the Town. He also noted that the proposed arrangement would retain the law firm rather than relying solely on an individual Special Magistrate. He stated that this structure would provide continuity and coverage if the designated Special Magistrate were unavailable, addressing the Town's prior difficulty in consistently retaining a Special Magistrate.

Council Member Yaffe disagreed that retaining the law firm would necessarily ensure substitute coverage, noting that the Town had not established whether other attorneys within the firm were qualified to serve as Special Magistrates. He stated a preference for retaining an individual who has prior Special Magistrate experience in another municipality rather than retaining an entire law firm for the position. He emphasized that his concern was with the structure and cost of the proposed arrangement and not with any particular individual. He noted that the Town had previously solicited candidates for the position and that at least one individual interviewed had experience serving as a Special Magistrate in another municipality.

Town Manager Noel clarified that the individual referenced by Council Member Yaffe was someone Council Member Yaffe knew personally and that he had disclosed this information to me. He further clarified that he did not participate in the interview process and that the interview panel did not select the individual for the Special Magistrate position.

Council Member Yaffe clarified that he was not advocating for the individual previously referenced but was identifying him as a qualified Special Magistrate who, to his recollection, serves in another municipality and had interviewed for the Town's position. He stated that the individual was subsequently notified that the Town would not be retaining him and acknowledged that the interview panel was responsible for making its own selection. He clarified that he was not a member of the interview panel and did not participate in the selection process. He stated that he understood the selection process was proceeding with TerryAnne Howell after she indicated that she was able to continue serving as the Town's Special Magistrate. He further stated that he would not object to Ms. Howell continuing to

serve if she were willing to do so at the same hourly rate previously charged when she was practicing as a sole practitioner.

Town Manager Noel clarified that approval of the proposed Special Magistrate rate was solely within the discretion of the Town Council. He further stated that the matter was presented to the Council for consideration with the proposed rate and related terms disclosed for transparency, allowing the Council to determine whether to approve the proposed compensation.

Vice Mayor Bruder asked who was on the interview panel.

Town Manager Noel stated that the Human Resources Department and several other individuals were on the panel.

Council Member Fuller stated that the proposed Special Magistrate appointment was noticed for the appointment of TerryAnne Howell individually and not for the retention of the law firm with which she is affiliated. He further clarified that there was no motion or noticed item before the Council to retain the law firm itself.

Discussion ensued among the Town Council and Town Manager regarding the Special Magistrate interview process, including the individuals who applied for the position and those who were interviewed by the selection panel.

Mayor Salver raised a question regarding the authority responsible for appointing the Town's Special Magistrate and whether the appointment is governed by the Town Charter or Code of Ordinances.

Town Manager Noel explained that, pursuant to the Town's ordinances, if the Special Magistrate is engaged as a contract employee, the engagement is subject to a contract requiring Town Council approval. He further explained that Council approval would authorize the Town Manager to execute, or not execute, the contract based on the terms presented to the Council.

Mayor Salver expressed concern regarding the process used to identify and select the Special Magistrate and suggested that the Town establish a clear process for soliciting, interviewing, and selecting future Special Magistrates. He stated that establishing the process in advance would provide greater Council involvement and clarity regarding the selection rather than presenting the Council with a recommendation after the selection process has been completed.

Council Member Fuller stated that the intended process appeared to be for staff to receive and interview applicants and then present a recommendation to the Town Council, including the basis for the recommendation, similar to the process used for consideration of bids or proposals. He expressed concern that the Council had not received a report or summary of the interview process and the reasons for the selection. He further noted that one applicant was not selected without the Council receiving information regarding the decision, while the current recommendation involves compensation at approximately twice the rate previously discussed for the position.

Town Manager Noel noted that two of the other applicants currently serve as Special Magistrates in other municipalities. He stated that, if there is a legal question regarding their eligibility to serve the Town, the issue should be addressed, particularly in light of multiple pending matters involving fines currently before the Town.

Vice Mayor Bruder stated that the Town should not incur the proposed $400 hourly rate without first considering available alternatives. She indicated that, given the Council's ultimate authority regarding the contract, the Town should evaluate the available options and establish an appropriate process for selecting and retaining a Special Magistrate.

Mayor Salver stated that the Town should establish a formal policy governing the selection of the Special Magistrate. He indicated that, regardless of whether the process is administered by staff, staff should follow a uniform process applicable to all applicants and provide the Council with a report of the process and recommendation. He suggested that the process include a public announcement of the opportunity, a defined application period, review of all applications, interviews of qualified applicants, and presentation to the Council of the interview results, staff recommendation, and resumes of the applicants considered.

Town Manager Noel stated that staff had recently reviewed the Town Charter and Code of Ordinances regarding the appointment, qualifications, term of office, and compensation of the Special Magistrate. He stated that the applicable provision provides that the appointment of the Special Magistrate shall be made by the Town Manager, subject to ratification by the Town Council.

Council Member Yaffe asked what hourly rate and minimum compensation had previously been paid to TerryAnne Howell when she served as the Town's Special Magistrate as a sole practitioner. He noted that the current proposal involved retaining the same individual and stated that the Council should have the prior compensation information available for comparison before considering the proposed contract terms.

The Town Manager indicated that the prior hourly rate was believed to have been approximately $200, but that the specific compensation terms were not immediately available. He stated that there was no objection to interviewing the previously referenced applicant; however, a legal question regarding the applicant's eligibility to serve as the Town's Special Magistrate would first need to be considered. He noted that the Town could proceed with an interview and ultimately present the applicant to the Council, only to encounter the same legal issue previously raised regarding another Special Magistrate candidate.

Council Member Yaffe stated that efforts had been made for an extended period to obtain a legal opinion regarding the potential dual-office-holding issue affecting individuals who serve as Special Magistrates in multiple municipalities. He stated that, if an opinion could not be obtained or the legal issue could not be resolved, the Town should receive clarification regarding that limitation. He also referenced

legislation enacted in 2025 concerning public offices and questioned whether it could provide guidance in obtaining a legal opinion on the issue. He requested that the Town provide the terms of TerryAnne Howell's prior engagement, including the compensation and other terms applicable when she served as a sole practitioner.

Council Member Fuller asked whether the Council should consider retaining TerryAnne Howell under her previous compensation terms or direct the Town Manager to return with additional options, including consideration of Ms. Howell and two other qualified individuals for the Special Magistrate position.

Council Member Yaffe stated that the Council did not have sufficient information regarding the terms of TerryAnne Howell's prior engagement to approve the proposed contract at the meeting. He requested that the Town provide the terms of Ms. Howell's prior engagement, including the applicable compensation and other contractual terms, for the Council's consideration before taking further action.

Vice Mayor Bruder stated that the matter should be tabled and that the Town should establish a consistent policy and process for selecting a Special Magistrate. She recommended that, if the selection process is administered by staff, staff should apply uniform criteria to all applicants and return to the Council with a report identifying the applicants, interview results, staff recommendation, and resumes for the individuals considered. She further requested that the Town Attorney provide an answer within two weeks regarding the legal issue concerning whether an individual who serves as a Special Magistrate in another municipality may also serve as the Town's Special Magistrate. She stated that clarification of this issue would expand the pool of individuals who could potentially be considered for the position.

Council Member Yaffe withdrew his second to the original motion.

A motion was made by Vice Mayor Bruder, seconded by Council Member Yaffe for discussion purposes.

A motion was made by Vice Mayor Bruder, seconded by Council Member Yaffe to defer the item and request the Town Attorney to provide a legal opinion regarding dual office holding when a magistrate serves as a magistrate in multiple municipalities. The motion carried with a 7-0 vote.

10. Consideration and approval of a resolution amending the Town's Fee Book to reorganize departmental fees, establish a refined Planning and Zoning Fee Schedule and incorporate fees for landscape, tree and irrigation inspection services. Town Manager

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, REORGANIZING AND EXPANDING THE TOWN'S FEE BOOK TO ESTABLISH DEPARTMENTAL CHAPTERS, REFINE PLANNING AND ZONING FEES, AND INCORPORATE FEES FOR LANDSCAPE, TREE, AND IRRIGATION INSPECTION SERVICES; PROVIDING

FOR THE REPEAL OF CONFLICTING FEE SCHEDULES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Approved on consent.

11. Consideration and approval of resolution amending the Maintenance of Traffic (MOT) fees. Town Manager.

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING AN UPDATED MAINTENANCE OF TRAFFIC (MOT) FEE SCHEDULE FOR WORK CONDUCTED WITHIN OR IMPACTING THE TOWN'S PUBLIC RIGHT-OF-WAY; PROVIDING FOR THE REPEAL OF CONFLICTING FEE SCHEDULES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Approved on consent.

12. Consideration and approval of a resolution for authorization to close and consolidate operating bank accounts. Town Manager

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE CLOSURE AND CONSOLIDATION OF CERTAIN TOWN OPERATING BANK ACCOUNTS MAINTAINED AT BANK OF AMERICA; DESIGNATING THE GENERAL FUND ACCOUNT ENDING IN 0007 AS THE TOWN'S MASTER TREASURY FUND; AUTHORIZING THE TRANSFER OF FUNDS TO THE TREASURY FUND AND THE FLORIDA MUNICIPAL PENSION TRUST FUND; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Approved on consent.

13. Consideration and approval of a budget transfer for FY 2025-2026. Town Manager

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE 2025/2026 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT "A";AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2025/2026 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Finance Director Bryan explained that, as part of the audit and establishment of the new Building Fund, approximately $10 million previously reported in the FY 2024 ACFR as unassigned General Fund balance was transferred to the Building Fund. Based on the speaker's analysis, which was subsequently confirmed through extensive review by the Town's independent auditing firm, the approximately $10 million was determined to represent accumulated Building Fund revenues. The transfer consequently reduced the General Fund's available working balance. He further explained that the amount originally budgeted for transfer from the Building Fund to the General Fund for FY 2026 was subsequently determined, following additional analysis and recalculations and subject to review by the auditing firm, to be disproportionate to the Building Fund's expenses. Accordingly, the anticipated transfer amount was reduced, and the speaker stated that the budgeted Building Fund revenue transfer was not expected to occur because it was not considered sustainable. To address General Fund liquidity, he stated that staff was proposing an exact transfer of $2 million from the Capital Fund to the General Fund.

A motion was made by Council Member Yaffe to approve the resolution, seconded by Vice Mayor Bruder. The motion carried with a 7-0 vote.

Ordinances on Second Reading:

14. Consideration and approval of an ordinance on second reading establishing a Transportation Impact Fee and adopting the findings and the impact fee study. Town Manager

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A TRANSPORTATION IMPACT FEE; ADOPTING FINDINGS AND THE IMPACT FEE STUDY; PROVIDING FOR DEFINITIONS, IMPOSITION, COLLECTION, AND USE OF FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

The following individual from the public spoke:

Fran Neuhut expressed concerns regarding the proposed transportation impact fees and the methodology used to calculate such fees. She questioned why residents would be responsible for paying the fees and referenced the amounts attributed to various residential development categories, including single-family and multifamily dwelling units and condominiums. She also questioned the disposition and use of funds previously collected through TDRs and the parking trust, expressing concern that these funds had not been appropriately used for the

benefit of residents. She further referenced the recent Local Planning Agency meeting and the approval of the Property Rights Element and updated Infrastructure Element, and expressed hope that the Florida Department of Economic Opportunity would not approve the amendments. She alleged that Town funds had been used to benefit developers and cited 1177 Kane Concourse as an example, including concerns regarding the allocation of approximately 100 parking spaces to the development despite the resident's assertion that the community has a shortage of parking.

A motion was made by Council Member Yaffe to approve the ordinance on second reading, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Council Member Yaffe absent at the time roll call was taken.

15. Consideration and approval of an ordinance on second reading establishing a Parks Impact Fee Schedule and adopting findings and the impact fee study. Town Manager.

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A PARKS IMPACT FEE SCHEDULE; ADOPTING FINDINGS AND THE IMPACT FEE STUDY; PROVIDING FOR DEFINITIONS, IMPOSITION, COLLECTION, AND USE OF FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

The following individual from the public spoke:

Fran Neuhut expressed concerns regarding the proposed parks impact fee and questioned the disposition of funds generated through Transfer of Development Rights (TDRs), stating that such funds were intended to support parks and recreational facilities. She questioned why residents were being required to pay additional impact fees and expressed concern that the Town should have greater available funding given the level of development occurring within the community. She referenced 1177 Kane Concourse and raised concerns regarding the allocation of approximately 100 parking spaces associated with the development. She also referenced a request by the developer to pay approximately $400,000 in exchange for extended construction hours, including work from 7:30 a.m. to 9:00 p.m. and on Saturdays. She urged the Council not to approve extended construction hours, citing concerns regarding the impact of ongoing development on residents. She further questioned the Town’s financial obligations related to a proposed new bridge, referencing an amount of approximately $300 million and questioning the status and use of prior funding that she stated had been available in 2008. She concluded by expressing concern regarding the Town’s financial position, development activity, and use of public funds.

A motion was made by Council Member Rappaport to approve the ordinance on second reading, seconded by Council Member Diallo. The motion carried with a 6-0 vote with Council Member Yaffe absent at the time roll call was taken.

16. Consideration and approval of an ordinance on second reading establishing a police impact fee schedule, adding Section 26-3 ("Police Impact Fees") to the Town Code of Ordinances. Town Manager

    AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A POLICE IMPACT FEE SCHEDULE; ADDING SECTION 26-3 ("POLICE IMPACT FEES") TO THE TOWN OF THE BAY HARBOR ISLANDS CODE OF ORDINACES; ADOPTING FINDINGS AND THE IMPACT FEE STUDY; PROVIDING FOR DEFINITIONS, IMPOSITION, COLLECTION, AND USE OF FEES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE

    Town Manager Noel read the title of the item into the record.

    Town Clerk Herbello read the title of the ordinance into the record.

    Mayor Salver opened the floor to public comments.

    The following individual from the public spoke:

    Fran Neuhut expressed concerns regarding the proposed police impact fees applicable to residential and commercial properties and questioned why taxpayers were being required to fund additional police-related costs. She also raised concerns regarding the Town's agreement with a church for the use of property as a police facility, including the reported monthly rent of approximately $45,000. She questioned the financial terms of the arrangement and expressed concerns regarding the tax-exempt status and value of the church's property, as well as the use of associated parking areas. She further questioned potential future uses of nearby properties and whether the Town would receive revenue from such uses. She also raised concerns regarding the use of Town resources, including electricity and a fire truck, in connection with the police facility, and questioned why similar resources were needed when another facility was located nearby. She concluded by expressing concern regarding the Town's financial condition and the costs being borne by taxpayers.

    A motion was made by Council Member Rappaport to approve the ordinance on second reading, seconded by Vice Mayor Bruder. The motion carried with a 6-0 vote with Council Member Yaffe absent at the time roll call was taken

Vice Mayor Bruder requested that items 23 and 24 be moved to be heard after item 16.

Vice Mayor Bruder left the meeting at 10:05 p.m.

Ordinances on First Reading:

17. Consideration and approval of an ordinance on first reading creating additional enforcement authority related to Business Tax Receipts and authorized uses. Town Manager.

    AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES, CHAPTER 13, SECTIONS 13-2, 13-3, 13-4, AND 13-5, TO UPDATE THE SCHEDULE OF LOCAL BUSINESS TAXES AND FEES; UPDATING THE MINIMUM BUSINESS TAX AMOUNT AND ADMINISTRATIVE OFFICE FEE; UPDATING THE APPLICATION FEE AND TRANSFER FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

    Town Manager Noel read the title of the item into the record.

    Town Clerk Herbello read the title of the ordinance into the record.

    Mayor Salver stated that most of the proposed changes appeared to be marginal adjustments. He further referenced information provided by the Town Manager indicating that the applicable rates or provisions had not been substantially changed.

    A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

18. Consideration and approval of an ordinance on first reading prohibiting businesses and vacation rental properties from renting micromobility vehicles to patrons. Town Manager

    AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 (“TRAFFIC AND VEHICLES”) OF THE TOWN CODE OF ORDINANCES; AMENDING SECTION 18-12 (“REQUIREMENT FOR PASSENGERS UNDER 16 YEARS OLD; PROHIBITION FOR OPERATORS UNDER 16 YEARS OLD.”) TO PROHIBIT BUSINESSES AND VACATION RENTAL PROPERTIES FROM RENTING MICROMOBILITY DEVICES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

    Town Manager Noel read the title of the item into the record.

    Town Clerk Herbello read the title of the ordinance into the record.

    Council Member Rappaport clarified that the proposed language would not impose a blanket requirement on hotels or other establishments prohibiting them from allowing individuals under the age of 16 to participate or be associated with certain

activities. He indicated that the intent was not to establish such a broad restriction on the establishments.

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Council Member Fuller. The motion carried with a 6-0 vote with Vice Mayor Bruder absent

19. Consideration and approval of an ordinance on first reading amending Section 20-9 of the Town Code adopting Miami-Dade County's sewer service pass-through increase effective October 1, 2026. Town Manager

    AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 20-9 OF THE TOWN CODE TO INCREASE THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE TO $37.18 AND $14.22 RESPECTIVELY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE

    Town Manager Noel read the title of the item into the record.

    Town Clerk Herbello read the title of the ordinance into the record.

    Council Member Fuller reminded the public that the cost under consideration is a pass-through expense and stated that the Town is not seeking to increase the cost as a discretionary measure. He explained that the cost is necessary to maintain the related service and that the alternative would not be desirable.

A motion was made by Council Member Diallo to approve the ordinance on first reading, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Vice Mayor Bruder absent

20. Consideration and approval of an ordinance on first reading amending sections 20-5 and 20-6 of the Town Code adopting Miami-Dade County's water service pass-through increase effective October 1, 2026. Town Manager

    AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO $6.73 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO $31.26; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

    Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver referenced the extensive discussions that had taken place over the prior year to year and a half regarding the matter. He noted that questions had been raised concerning the ability to allocate funds toward capital improvement reserves and stated that the original agreement did not specifically provide for such an allocation.

Town Manager Noel stated that the matter had previously been provided to the previous Town Attorney Joe Geller and recalled that he had been reviewing the litigation-related aspects of the issue. He noted that Council Member Yaffe had raised the matter on multiple occasions.

Council Member Fuller recalled that, at the time, the Council had been advised to wait before proceeding with the matter. He confirmed that the Town had been instructed to allow additional time before taking further action.

Council Member Yaffe recalled that the Council had previously been advised that there was no provision in the agreement expressly prohibiting the proposed action.

Town Manager Noel recalled that the Town had previously obtained a legal opinion from Greenspoon Marder regarding whether the agreement prohibited the proposed action. He stated that the opinion addressed the issue and confirmed the interpretation previously discussed.

Council Member Fuller explained that, as the anticipated fee increases were being considered, the Town Manager and the Council Member had discussions with the County regarding an alternative for sewer service. The proposed alternative would involve routing the Town's sewer service directly to the County rather than continuing to rely on the existing arrangement through Miami Beach, with the potential to reduce the Town's service costs. He stated that Town staff had worked with County representatives to identify a potential route and had confirmed that the County has available capacity to accommodate the Town's sewer service. He noted that implementing the alternative would require construction of additional infrastructure and would involve associated costs. He stated that the matter would need to be brought back before the Town Council for consideration and a determination as to whether the Town should proceed with the proposed alternative.

Town Manager Noel noted that the County had recently re-engaged with the Town regarding the potential alternative sewer service arrangement and expressed interest in determining whether the Town wished to pursue the option further.

Council Member Fuller requested that the Town Manager provide the Council with a summary of the available options for an alternative sewer service arrangement, including the potential routes, associated costs, and possible County financing assistance. He noted that some options may be less costly but could involve approaches that are not preferred by the Town. He further noted that the matter may also require discussion with the neighboring municipalities and recommended

that the Town Manager provide the Council with additional information so that the Council can determine how to proceed.

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Vice Mayor Bruder absent

21. Consideration and approval of an ordinance on first reading amending section 18-5 of the Town Code requiring developers to provide inspection and restoration of roadway work within 30 days as determined by the Town. Town Manager

    AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 18-5 OF THE TOWN CODE, ENTITLED "REPAIR OF DAMAGED PROPERTY"; ESTABLISHING ENHANCED ROADWAY RESTORATION STANDARDS FOLLOWING CONSTRUCTION OR EXCAVATION ACTIVITIES; PROHIBITING THE USE OF COLD PATCH ASPHALT FOR TEMPORARY OR PERMANENT RESTORATION; REQUIRING TEMPORARY RESTORATION WITH HOT MIX ASPHALT; REQUIRING PERMANENT RESTORATION WITHIN THIRTY (30) CALENDAR DAYS; REQUIRING A SEPARATE REPAIR PERMIT AND INSPECTIONS; ESTABLISHING DAILY FINES FOR NON-COMPLIANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

    Town Manager Noel read the title of the item into the record.

    Town Clerk Herbello read the title of the ordinance into the record.

    Town Manager Noel stated that, following the establishment of the ordinance for first reading, several utility companies contacted the Town regarding concerns with the proposed requirements, including the 38-inch requirement. He noted that separate discussions were held with representatives of FPL, AT&T, and other utility companies, along with Town staff and Public Works. He stated that, following those discussions, staff is considering whether to establish provisions specifically applicable to utility companies, separate from the requirements applicable to developers.

    Mayor Salver recalled that the Town has existing franchise agreements with the various utility companies that establish their respective contractual obligations. He recommended reviewing those agreements to determine whether the utilities are already obligated to meet applicable standards, rather than negotiating separate arrangements with each utility company. He emphasized that the intent of the proposed requirements is to maintain a high standard for the quality and condition of the Town's roads and pavement. He acknowledged that the standard may be demanding given the level of development occurring in the Town but stated that maintaining a high-quality roadway system is an important objective.

    Council Member Yaffe discussed concerns regarding the timing and frequency of utility work and restoration, particularly noting that TECO may take extended periods of time to return to completed work locations. He stated that these delays

should be taken into consideration when establishing the Town's requirements for utility companies and referenced concerns regarding the quality of restoration of streets and valley gutters.

Town Mansager Noel noted that the curb cuts and curbs and related work are outsourced. He stated that the Town had previously adopted an ordinance requiring full restoration following the completion of construction work affecting the roadways. The Town subsequently found that, in some instances, full restoration was not completed until as much as four years after the work was performed, which created concerns regarding roadway conditions. Following concerns raised by the Mayor, the Town reviewed various construction sites and observed that contractors had proactively discontinued the use of cold patching and implemented hot patching throughout the island. He explained that the proposed requirements are intended to provide enforceable standards to ensure that roadway cuts are properly restored during the construction process and that full restoration is completed upon completion of the work. These requirements would apply each time a roadway is cut or impacted during construction, as well as upon completion of the overall construction project.

Mayor Salver noted concerns regarding the condition of pavement and asphalt surrounding the Town's utility infrastructure, including water valves and sanitary sewer caps. He stated that some of these areas have become depressed or deteriorated, creating pits, gaps, and other uneven conditions around the utility structures. He noted that the maintenance of this infrastructure is the Town's responsibility and recommended that the Town conduct an inventory of the water valves, sanitary sewer caps, and related roadway areas to assess their condition and determine what improvements may be necessary to ensure the areas are safe and properly maintained.

Town Manager Noel noted that the Town has a requirement for lockable manholes and stated that several such installations have recently been completed. He explained that, following discussions with Public Works and the Capital Improvement Director, staff recommended that roadway cuts and utility work be restored using a more permanent fill and compaction method rather than cold patching. He stated that implementing this approach would address the current substandard conditions associated with temporary or inadequate roadway restoration.

Council Member Fuller noted that the Town has previously conducted video inspections of portions of its sewer system as part of the specifications associated with the Town's agreement with Indian Creek Village regarding its connection to the Town's sewer system. He stated that video documentation is available for portions of the sewer system and may be useful for evaluating existing conditions.

A motion was made by Council Member Yaffe to approve the ordinance on first reading, seconded by Council Member Fuller. The motion carried with a 6-0 vote with Vice Mayor Bruder absent

Deferred Items:

Town Manager Items: *(Town business items requiring Council approval)*

22. Consideration and narrowing the list of proposers to the top three (3) firms for Town Attorney Services pursuant to RPS-1-10338-MG-0-2026/FVR. Town Manager.

    Town Manager Noel read the title of the item into the record.

    Town Clerk Herbello left the room and Deputy Town Clerk Alvarez took over the item.

    Council Member Fuller stated that he would recuse himself from participating in the matter and disclosed that his office has a fiduciary relationship with a client of one of the attorneys identified in the matter. He stated that, as a result, he would not participate in the discussion or action on the matter.

    Council Member Yaffe stated that he would recuse himself from participating in the matter and disclosed that his office has a fiduciary relationship with one of the firms that is participating in this matter.

    Both Council Member Fuller and Council Member Yaffe completed the required Form 8B and provided the form to the Town Clerk.

    Mayor Salver discussed the process for evaluating the firms under consideration. He proposed that Council Members rank the firms from one through seven, with one representing the highest preference and seven representing the lowest preference. The three firms receiving the lowest numerical scores would advance for further consideration at the Council's subsequent meeting. He further proposed that the firm receiving the lowest overall score be designated as the first firm with which the Town Manager would be authorized to negotiate an agreement and fees. If the Town Manager is unable to reach an agreement with that firm, negotiations would proceed with the next-ranked firm, followed by the remaining firm as necessary.

    Town Manager Noel explained that staff reviewed the process used by the Town Council during the prior firm selection process for reference, while noting that the Council was not required to follow the same procedure. He stated that, during the prior process, each Council Member identified their top three firms by placing an "X" next to the firms selected, without assigning an order of preference. In the event of a tie involving two or more firms, the Council would conduct an additional vote to break the tie.

Mayor Salver referenced the evaluation process published by the Town for the selection of professional services firms. He stated that the published process provides that the Town Council shall begin negotiations with the most qualified firm at compensation determined by the Town to be fair and competitive. If the Town Council is unable to negotiate a satisfactory contract with the first-ranked firm, negotiations shall proceed with the second most qualified firm, and thereafter with the next most qualified firm, as applicable.

Town Manager Noel provided instructions to the Town Council regarding the scoring process to be used in evaluating the firms, including the procedure for completing and submitting the individual scores.

Finance Director Bryan explained that the scoring resulted in a tie for the highest number of votes, creating a tie for first place, while another firm had clearly received the third-highest number of votes. He proposed that the Council conduct a revote to determine which of the two tied firms would receive the top ranking.

Mayor Salver requested which were the top three firms.

Finance Director Bryan stated that the top three firms were as follows: Greenspoon and Marter; McCarter and English and Weiss Serota.

Mayor Salver requested an item for the selection of a Town Attorney to be placed on the next town council agenda.

23. Consideration and approval of a resolution increasing toll rates. – Town Manager.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING REVISED TOLL RATES FOR THE BROAD CAUSEWAY; ADOPTING A HYBRID TOLL RATE STRUCTURE FOR SUNPASS AND TOLL-BY-PLATE USERS; PROVIDING FOR IMPLEMENTATION EFFECTIVE OF DECEMBER 1, 2026; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Vice Mayor Bruder asked Finance Director Bryan whether there is a point at which the number of Bay Passes issued could exceed the Town's capacity or available resources, resulting in an unfavorable financial position. She emphasized the importance of carefully monitoring the number of Bay Passes issued.

Town Manager Noel stated that the Town currently has approximately 1,100 Bay Passes issued to residents, non-residents, and other eligible users.

Vice Mayor Bruder asked what maximum number of Bay Passes the Town could issue before reaching a point at which the program would become financially unsustainable, and at what point the Town should consider limiting or ceasing the issuance of additional passes.

Finance Director Bryan stated that, assuming the number of Bay Passes issued remains approximately consistent with current levels, increasing the number of passes to approximately 1,600 would not result in a significant financial difference, although it would have some impact.

Council Member Yaffe wanted clarification if upon the effective date of the resolution, certain individuals who currently hold Bay Passes but do not reside within the geographic area established by the resolution would no longer be eligible to receive the Bay Pass at the applicable resident rate.

Finance Director Bryan explained that the Bay Pass represents a significant discount compared with the regular rates. As the regular rates increase, including the proposed $1 increase, the Bay Pass becomes more economically attractive. He noted that, if the Bay Pass remains available to a broad group of users, the Town could experience a diversion of revenue as individuals who would otherwise pay the regular rate instead purchase a Bay Pass.

Vice Mayor Bruder asked how many Bay Passes the Town Could reasonably afford to issue without creating a negative financial impact on the program.

Town Manager Noel explained that determining the number of Bay Passes the Town could reasonably afford to issue would depend on the Council's decisions regarding the proposed pricing structure. He noted that the current Bay Pass fee is $350 a year and that reducing the fee to $200 a year or establishing a different fee for non-residents would affect the number of passes the Town could accommodate without a negative financial impact.

Vice Mayor Bruder asked how many Bay Passes could be issued at a proposed fee of $300 for certain users while maintaining a fee of $350 for others without negatively impacting the Town financially. She noted that, beyond a certain number of Bay Passes issued, the program could result in a financial loss to the Town and requested that staff determine the maximum number of passes that could be issued without creating a negative financial impact.

Town Manager Noel asked for clarification regarding the point at which issuing additional Bay Passes would begin to negatively affect the Town's revenue. Using a hypothetical annual revenue amount of $22 million, he questioned how the Town would determine when the issuance of additional discounted Bay Passes would result in a financial loss.

Vice Mayor Bruder discussed the potential revenue impact of issuing Bay Passes to individuals who do not currently hold one. She noted that individuals who previously paid the regular rate could instead purchase a Bay Pass for a fixed annual fee and travel across the bridge without additional charges. She questioned whether this change could result in a reduction in the Town's overall revenue from users who would otherwise have continued paying the regular rate.

Council Member Yaffe discussed the proposed reduction in the number of Bay Passes available for purchase as a result of establishing a lower $200 rate for residents and maintaining a higher rate for certain other eligible users. He noted that limiting eligibility for the discounted rate would affect the overall number of Bay Passes that could be issued. He further discussed the purpose of the proposed rate increases and the relationship between the revised rates, Bay Pass eligibility, and the Town's overall revenue objectives.

Council Member Fuller stated that the purpose of the proposed rate structure was to generate sufficient revenue to support the future replacement of the bridge while avoiding an undue economic burden on residents. He identified two primary objectives: minimizing the financial impact of the rate changes on residents and ensuring that the Town has sufficient resources to address the future replacement of the bridge without imposing an additional financial burden on residents. He supported increasing the regular toll rate while reducing the Bay Pass rate for Town residents, stating that such an approach would provide a benefit to residents while also potentially helping to manage the increase in traffic. He expressed a preference for limiting the Bay Pass program to residents rather than expanding eligibility to individuals outside the Town. He also suggested considering eligibility for individuals employed within the Town who may experience a financial burden from paying the regular toll rate on a daily basis. He recommended that resident eligibility be verified through vehicle registration and referenced prior concerns regarding individuals claiming residency without appropriate documentation.

Vice Mayor Bruder spoke regarding the potential number of Bay Passes that could be requested by employees of the school, including approximately 130 individuals associated with parking spaces in the garage. She expressed concern that a significant number of school employees could seek Bay Passes and questioned the impact this could have on the program. She also referenced the approach taken by neighboring municipalities, noting that Surfside limits its resident pass program to its own residents, and expressed support for similarly limiting the Town's Bay Pass program.

Council Member Yaffe stated that, if non-residents are permitted to maintain the $350 Bay Pass rate, the Town should consider establishing reciprocal benefits with neighboring municipalities, including reciprocal access to resident parking, pools, parks, community centers, and other recreational facilities. He also discussed the

impact of the proposed rates on families whose children attend Bay Harbor K-8, noting that the school's status as an opportunity school allows students from outside the Town to attend. He expressed concern that parents who regularly transport their children to and from the school could face a significant financial burden from the increased toll rates and stated that consideration should be given to accommodating such circumstances. He indicated support for several of the eligibility categories included in the proposed Bay Pass structure.

Council Member Rappaport stated that, given the growth in the Town's population and surrounding area, establishing a fixed cap on the number of Bay Passes may not be appropriate. Rather than limiting the program to a specific number of passes, such as 1,100 or 1,600, he recommended evaluating eligibility based on relevant demographics and user categories, including residents, employees, and individuals traveling from neighboring municipalities. He expressed concern that establishing a fixed cap could create inequities over time, particularly if individuals who previously qualified for a Bay Pass were later unable to obtain one due to the cap. He provided a preference for establishing eligibility criteria based on the applicable user categories rather than imposing a numerical limit on the number of Bay Passes issued.

Council Member Fuller agreed with limiting Bay Pass eligibility to Town residents and individuals who can demonstrate employment within Bay Harbor Islands. He stated that residents of neighboring municipalities, including Surfside and other jurisdictions, should not be included unless their municipalities approach the Town regarding a reciprocal arrangement or other mutually acceptable options. He noted that the Bay Pass program could be amended in the future to provide for such arrangements if appropriate proposals are presented by neighboring municipalities.

Mayor Salver expressed concern that limiting Bay Pass eligibility for residents of neighboring municipalities could negatively affect the Town's relationship with those municipalities. He emphasized the importance of maintaining cooperation, communication, and reciprocal relationships with neighboring communities and stated that the existing arrangement provides an opportunity for greater collaboration among the municipalities. He expressed the view that changes to Bay Pass eligibility should not unnecessarily disrupt the existing relationship with neighboring municipalities and suggested that the Town consider maintaining the current arrangement while continuing discussions regarding potential reciprocal benefits and cooperation.

Council Member Yaffe agreed providing residents with a reduced Bay Pass rate while also maintaining an accommodation for residents of neighboring communities within the 33154 area. He stated that, in exchange for maintaining the existing rate for neighboring residents, the Town should seek reciprocal benefits from the neighboring municipalities. He explained that the proposed

reciprocity would not require a monetary contribution but could include access to resident benefits in neighboring communities, such as parking without resident fees, use of recreational facilities and parks, community centers, playgrounds, and other amenities. He characterized the proposal as a means of fostering cooperation and reciprocal use of municipal resources among neighboring communities.

Mayor Salver stated that any reciprocal arrangement with neighboring municipalities should be incorporated into a comprehensive and well-developed program. He suggested that the program could include a standardized identification card and vehicle decal or other form of identification to allow participating municipalities to readily recognize eligible residents and facilitate access to reciprocal benefits.

Council Member Shagalov suggested that residents of neighboring municipalities could remain eligible for the Bay Pass at the applicable rate provided that the participating municipalities establish reciprocal benefits for Bay Harbor Islands residents. He indicated that such benefits could include access to parking, recreational facilities, community centers, and other municipal amenities. He then asked what the proposed Bay Pass rate would be for other eligible users who do not qualify for the resident rate. The Town's current annual Pass Plan rate is $350. He asked if the proposed rate increase would apply to users who do not qualify for the reduced resident rate.

Council Member Fuller stated that the Town would need to determine the financial impact of any reciprocal arrangement before proceeding, noting that the proposal would require additional analysis regarding the potential use of Town facilities and other benefits. He emphasized that, while the Town seeks to maintain positive relationships with neighboring municipalities, the financial implications must be considered in light of the Town's objective of generating sufficient revenue to fund the future replacement of the bridge. He noted that residents of neighboring municipalities would continue to use the Town's bridge and that the associated costs and revenue impacts should therefore be carefully evaluated before extending additional benefits or discounts.

Council Member Shagalov questioned whether the proposed changes would result in a net financial deficit, stating that the information presented did not provide sufficient data to make that determination. He noted that, although approximately 1,100 Bay Passes are currently issued, staff was unable to identify how many of those passes are held by Bay Harbor Islands residents. He stated that, without this information, the Council could not accurately evaluate the financial impact of the proposed rate and eligibility changes or adequately compare the potential revenue impacts.

Vice Mayor Bruder recommended that the Town engage in discussions with the neighboring municipalities regarding the proposed Bay Pass structure and potential reciprocal benefits. She stated that, while Bay Harbor Islands is responsible for funding and maintaining the bridge, the Town should also seek to promote unity and cooperation among the neighboring communities. She suggested that discussions could take place among the respective Town Managers or Mayors to explore a reciprocal arrangement. She proposed that the Town communicate its interest in maintaining access for neighboring residents in exchange for reciprocal benefits and stated that, if an agreement could not be reached, the Town could then proceed with the alternative approach under consideration.

Mayor Salver stated that, rather than creating multiple eligibility categories for employees, school personnel, and other groups, they would prefer to maintain the Bay Pass program generally as it is currently administered. He expressed support for establishing a separate classification for Bay Harbor Islands residents, with consideration given to providing residents with a preferential rate or other special treatment. He stated that expanding Bay Pass eligibility to students, parents, teachers, employees, and other non-resident groups could be inconsistent with the Town's efforts to limit school-related traffic and maintain a lower school population. He reiterated a preference for maintaining the existing Bay Pass structure while establishing a distinct benefit for Bay Harbor Islands residents.

Council Member Shagalov proposed meeting with the Town's Finance Director and Town Manager to conduct a comprehensive financial analysis of the various Bay Pass alternatives under consideration. He noted that the proposed changes involve multiple variables and potential shifts in revenue and expenses, and that a financial impact in one area could potentially be offset by changes in another area or could result in other benefits, such as reduced traffic. He recommended that staff conduct a detailed analysis based on identified assumptions and present the findings and conclusions to the Town Council at the next Council meeting for further consideration.

Vice Mayor Bruder clarified that there are two separate issues for the Council's consideration. The first is the need for a comprehensive financial analysis of the proposed Bay Pass changes. The second is the policy question of whether to reduce the Bay Pass rate for Bay Harbor Islands residents at this time, while separately determining how residents of Bal Harbour and Surfside should be treated. She suggested that the Council consider whether Bal Harbour and Surfside residents should remain eligible at the current rate or be subject to a different rate, and whether the Town should engage with those municipalities regarding potential reciprocal benefits or other arrangements.

Council Member Shagalov suggested that the Mayor engage in discussions with the Mayors of the neighboring municipalities prior to the next Council meeting to

determine what options they would be willing to consider regarding the Bay Pass program, including potential reciprocal arrangements. He recommended discussing what proposals may be acceptable, what matters may be open for consideration, and what options may not be feasible. He further suggested that the Mayor provide an update to the Town Council at the next meeting regarding those discussions to assist the Council in determining the appropriate next steps.

Council Member Yaffe asked whether the Town has the capability to track the individual expiration dates of Bay Passes and provide advance notification to passholders when their passes are approaching expiration. He noted that, under the previous system, passes expired on a common date, making it clear to passholders when renewal was required. Under the current system, expiration dates vary, which may result in passholders being unaware that their passes have expired and subsequently being charged the regular rate. He emphasized the importance of implementing a system to provide advance renewal notices, such as a notification approximately 30 days prior to expiration, to reduce confusion and prevent disputes regarding unexpected charges.

Town Manager Noel noted that, as the Town reviews the current Bay Pass holders and attempts to determine which passholders are residents and non-residents, the Town may not have sufficient historical data to make that determination. He explained that the current application process does not require applicants to identify whether they are Bay Harbor Islands residents, and therefore the Town is not currently collecting residency information for Bay Pass holders. He further noted that residency status may change over time, as an individual may be a resident when purchasing a Bay Pass but subsequently move outside the Town. He indicated that residency information would need to be collected and periodically updated if the Town intends to distinguish between resident and non-resident passholders.

Council Member Fuller sought clarification regarding the scope of the proposed deferral, noting that much of the discussion had focused on the SunPass/Bay Pass program and toll rates. He asked whether the intent was to defer consideration of all related matters or to address the toll and Bay Pass issues separately.

Council Member Shagalov stated that the Council did not yet have a complete financial picture to determine the appropriate toll rate. He suggested that a more detailed financial analysis could help establish the point of equilibrium and determine the toll rate necessary to account for potential revenue losses associated with changes to the Bay Pass program and any resulting reduction in toll revenue. He further questioned whether the toll rate should be increased beyond the amount currently proposed in order to offset potential losses and maintain the Town’s anticipated revenue.

Mayor Salver suggested that, based on the discussion, there appeared to be consensus regarding an increase to the toll rate. He proposed that the Town formally approve the toll increase while providing a 30- or 45-day grace period before implementation, or alternatively conduct an extensive public outreach and marketing campaign prior to the increase taking effect. He suggested using the Town's communications resources to notify residents and other frequent users of the toll facility of the upcoming increase and to encourage individuals who regularly use the toll plaza to consider obtaining a Bay Pass, particularly if a Bay Pass would provide a financial benefit under the revised toll structure.

Vice Mayor Bruder suggested proceeding with the proposed toll increase separately from the remaining Bay Pass issues. She stated that once the toll increase takes effect, the Town will be able to observe its impact and determine whether additional individuals choose to obtain Bay Passes. She further suggested allowing the Mayor to meet with the Mayors of the neighboring municipalities to discuss potential reciprocal arrangements and determine what options may be available. She recommended that the Mayor report back to the Town Council regarding those discussions before the Council makes a subsequent decision concerning the remaining Bay Pass rates and eligibility provisions.

A motion was made by Vice Mayor Bruder to increase the toll rate as proposed effective December 1, 2026 and have the Mayor start discussions with our neighboring municipalities regarding the Bay Pass and possible reciprocation with our Town, seconded by Council Member Yaffe. The motion carried with a 5-2 vote with Council Member Shagalov and Council Member Rappaport voting in opposition.

24. Discussion and possible action regarding proposed changes to the Broad Causeway Pass Plan program, including eligibility options for residents, property owners, employees, school families, and proximity residents in designated areas, and establishment of modified pricing structures. Town Manager

    Town Manager Noel read the title of the item into the record.

    This item was discussed in conjunction with item 23.

    A motion was made by Council Member Yaffe to direct the Mayor to engage in discussions with the Mayors of the Town's neighboring communities to determine whether a reciprocal agreement could be reached regarding the Bay Pass program and for the Mayor to report the results of those discussions to the Town Manager as soon as the discussions have taken place, so that the Town Council could consider the matter and make a determination at its next meeting, seconded by Vice Mayor Bruder. The motion carried with a 7-0 vote.

25. Consideration and approval of a resolution for a proposed Kayak and Paddleboard Share Program at the Bay Harbor Islands Kayak Park. Town Manager

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE, FINALIZE, AND EXECUTE A PADDLE SHARE AGREEMENT WITH PADL, LLC FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF A SELF-SERVICE KAYAK AND PADDLEBOARD SHARE PROGRAM AT THE BAY HARBOR ISLANDS KAYAK PARK; PROVIDING FOR REVIEW AND APPROVAL BY THE TOWN ATTORNEY AND TOWN STAFF; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

A motion was made by Council Member Yaffe to approve the resolution, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

26. Appointment to the Parks and Recreation Committee. Town Manager.

A motion was made by Council Member Fuller to appoint Levi Popack to the Parks and Recreation Committee, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

Discussion Items:

27. Consideration and Approval of a Resolution for a five (5) year Lease Agreement between Sunshine Gasoline Distributors, Inc. and the Town of Bay Harbor Islands for operation of a motor fuel service station and convenience store at 1501 Broad Causeway, Bay Harbor Islands, Florida. Sponsored by Council Member Joshua Fuller.

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE PROPOSED PAYMENT STRUCTURE AND AUTHORIZING THE TOWN MANAGER AND TOWN ATTOREY TO FINALIZE NEGOTIATIONS FOR AN EXTENTION OF THE LEASE AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND SUNSHINE GASOLINE DISTRIBUTORS, INC., A FLORIDA CORPORATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Council Member Fuller stated that the proposed agreement was intended to provide flexibility while ensuring that the lease would not interfere with or encumber

the Town's plans for construction of the new causeway. The Council Member explained that the proposed agreement authorizes the Town Manager to enter into the lease extension subject to specific language protecting the Town's rights and interests with respect to the future causeway project, including the possibility of terminating the lease if necessary to accommodate the project. He further explained that the proposed agreement contains revised language and extends the existing lease with the current party under new terms. He also noted that the proposed agreement includes an increase in the rent.

Mayor Salver stated that the rent under the prior short-term renewals was reflective of the shorter renewal periods. He noted that the proposed agreement would return to a longer-term arrangement, consisting of a five-year term with a five-year renewal option, and expressed concern about proceeding without first obtaining an appraisal to determine the fair rental value of the property. He noted that the property has significant value due to its waterfront location and stated that, while the gas station is well regarded by the community, the property could potentially be used for other purposes. He also noted the proximity of another gas station and expressed reservations about determining the appropriate rental rate without additional information regarding the property's current market value.

Council Member Fuller responded that, under the current circumstances, the Town is not in a position to secure another potential tenant or pursue an alternative use for the property without potentially encumbering the property and limiting the Town's flexibility in connection with the future causeway project. He explained that continuing the property's use as a gas station under the proposed agreement would allow the Town to increase rental revenue while preserving the flexibility to terminate or modify the arrangement if necessary to accommodate the future causeway construction, including the potential need to relocate the building footprint or construct a bridge support or other infrastructure on the property. He noted that the proposed lease would begin during the period preceding construction and that the bridge project could reasonably take approximately four to six years from commencement through completion. Accordingly, a substantial portion of the lease term would overlap with the anticipated construction period, with any remaining lease term thereafter subject to future Council consideration.
Regarding the request for an appraisal, he stated that obtaining a meaningful market valuation at this time would be difficult because there are no comparable properties available and the property's potential uses are significantly limited by the uncertainty surrounding the future causeway construction. He explained that a potential tenant or developer would have difficulty committing to a long-term use of the property when the Town may need to require the property to be vacated on relatively short notice to accommodate construction, such as the potential placement of a bridge support.

Mayor Salver clarified that they were not suggesting that the Town market the property at this time but disagreed with the position that comparable rental

information could not be obtained. He stated that the Town should obtain comparable properties to assist in determining an appropriate rental value for the property. He further expressed concern that the proposed monthly rent appeared to be significantly below the potential rental value of the property. He stated that, if Sunshine is being offered a renewal of the prior lease for a five-year term, the Town should consider obtaining additional consideration beyond the monthly rent, such as an upfront payment, “key money,” sponsorship of a Town festival, or other benefits to the Town. He also suggested that other forms of consideration, such as naming rights for a Town facility or park, could be explored as part of the overall lease arrangement. He indicated that the matter of additional consideration would be discussed further.

Council Member Shagalov asked whether the proposed design for the new Broad Causeway Bridge would affect the existing gas station property or its continued operation.

Council Member Fuller explained that there is a high likelihood that the proposed new bridge will affect the existing gas station’s overall footprint. Although the current design has been developed to allow the gas station itself to continue operating, the final bridge and roadway plans may affect portions of the property, including the parking area and driveway. He further explained that it has not yet been determined whether the underground fuel storage tanks may need to be relocated. The extent of any impacts will depend on the final design and the location of the bridge supports and related infrastructure. He explained that the proposed lease must not create any obligation or encumbrance that could restrict the Town’s ability to modify or utilize the property as necessary for the future bridge project. He noted that, if the Town were to enter into a lease covering a specific portion or footprint of the property while the bridge design remains in development, the lease could potentially interfere with the Town’s ability to implement necessary changes. He stated that the bridge design and grant funding remain subject to change and that the Town must preserve sufficient flexibility to accommodate modifications to the project, including changes to the property footprint and the location of proposed improvements.

Mayor Salver asked the Town Manager about the status of the grant.

Town Manager Noel stated that the BIP grant remains in flux and that the Town continues to have grant funding associated with the bridge project. He noted that one grant had already been secured and that the BIP and related funding remain subject to change as the project progresses.

Council Member Shagalov stated that, if the Town were to solicit proposals from approximately five gas station operators in the South Florida area, the competitive process could result in higher rental offers. He noted that potential operators would

be aware of the Town's ability to terminate the lease upon 30 days' notice at any time, which would be a material consideration in their proposals.

Council Member Fuller explained that a potential tenant may be hesitant to enter into a lease knowing that the business could be terminated upon 30 to 60 days' notice and that the property footprint could change as a result of the bridge construction. He noted that a key provision of the proposed lease is that, if the gas station must temporarily cease operations during construction, the tenant would continue to be responsible for paying the rent, with no rent abatement. He stated that this provides the Town with continued rental revenue during any period in which the business may be unable to operate. He also noted that there are a limited number of gas station operators or chains that could potentially be interested in leasing the property.

Council Member Shagalov asked if Sunshine Gasoline controls most of the stations.

Council Member Fuller stated that a new gas station operator could incur significant costs associated with rebranding the facility, including changes to the station's branding, identification, and related improvements necessary to establish a new operator's identity. He explained that the proposed agreement would provide for an additional five-year term, with a potential total term of ten years. He noted that the term would extend only a few years beyond the anticipated bridge reconstruction period, after which the Town Council could determine the future use of the property. He emphasized that the tenant would remain responsible for rent even if the gas station is temporarily closed or operations are reduced during construction, with no rent abatement. He stated that the longer-term agreement was intended to avoid continued month-to-month renewals while preserving the Town's flexibility regarding the future bridge project. He also stated that the current lease prohibits the sale of alcoholic beverages. He offered the tenant the option to permit the sale of beer and other alcoholic beverages in exchange for additional rent; however, the tenant declined and elected to continue operating without alcohol sales.

Town Manager Noel stated that, if desired, the Town could discuss with Sunshine the possibility of including a provision for the company to sponsor a Town event up to a specified amount.

Mayor Salver asked whether the proposed 3% annual rent increase was typical. He stated that he was not aware of a standard increase and stated that such terms are generally determined through negotiation.

Discussion among the Council took place regarding the annual increase and the appropriate percentage of that increase.

Council Member Rappaport asked if Sunshine would be interested in extended hours of operation.

Council Member Fuller stated that there did not appear to be an objection to the proposed operating hours. He explained that the existing limitation had previously been established in response to residents' concerns regarding additional lighting, noise, and related impacts. He indicated that, if the Council wished to allow extended operating hours, the matter could be addressed accordingly.

Discussion followed regarding a potential closing time of 10:00 or 11:00 p.m.

Mayor Salver suggested that the tenant be permitted to sell beer and operate for extended hours as part of the lease negotiations. He also expressed concern that the proposed annual rent increase was too low.

Discussion followed regarding whether the Town Manager should be directed to negotiate improved lease terms, including additional consideration, and return the revised agreement to the Town Council for approval at the following month's meeting.

A motion was made by Council Member Fuller to approve the resolution as amended to add a sponsorship of no more than $25,000 a year for the life of the lease; extended hours of operation to allow the store to be open up to 11:00 p.m. with the exception of Sundays and remove the restriction of allowing them to sell beer, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

28. Discussion and possible action regarding the design of the Kayak Park.
Sponsored by Council Member Joshua Fuller.

Town Manager Noel read the title of the item into the record.

Council Member Fuller stated that the item was placed on the agenda to ensure that the Council was aware of the prior discussions regarding the proposed design. He recalled that the matter had been discussed previously, including during the Council retreat, and noted that one of the original concepts was to provide three parking spaces within the proposed area, consisting of one accessible parking space and two standard parking spaces. He explained that, upon reviewing the actual asphalt layout and design, the proposed parking configuration was being reconsidered.

Mayor Salver asked if Council Member Fuller was suggesting to stop construction.

Council Member Fuller stated that the purpose of the discussion was to ensure that the current construction and design remained consistent with the Council's prior direction. He recalled that the Council had previously discussed providing three parking spaces within the area, consisting of two standard spaces and one accessible

parking space, along with a clear and accessible pedestrian walkway. He noted that changes had been made to the layout as construction progressed and expressed concern that the current design appeared to provide only one standard parking space and one accessible parking space. He further expressed concern that the current configuration, including the extent of the concrete area, could encourage vehicles to park beyond the designated spaces and result in a substantial portion of the park's footprint being devoted to concrete. He recalled that the Council had previously discussed the importance of maintaining additional green space and avoiding a design in which approximately 50 to 60 percent of the area consisted of concrete. He recommended pausing further work, if necessary, to allow the Council to review the current design and confirm that it remains consistent with the Council's intended design before construction progresses further.

Mayor Salver asked for a progress report as to the percentage of completion and why they ended up with this design.

Capital Improvements Director Zamacona stated that, on January 24, 2026, the Council approved the design currently being constructed, subject to a few modifications. He explained that the primary modification was the increase in the shelter size to 20 feet by 32 feet, which had been verbally discussed during the January Council meeting and therefore was not a new change. He further explained that, due to the increased shelter size and applicable drainage calculations and code requirements, revisions were necessary to the drainage calculations and the grading contours of the sod areas. He stated that these revisions constituted the only substantive changes from the plans approved by the Council in January. He confirmed that the parking configuration remains unchanged and consists of one standard parking space and one accessible parking space, for a total of two spaces. He also stated that the asphalt layout, landscaping areas along the north and east sides, and the trees in the center remain consistent with the Council-approved design.

Mayor Salver asked whether the current asphalt layout was consistent with the Council's expectations and requested an update regarding the percentage of the project that had been completed to date.

Capital Improvements Director Zamacona reported that approximately 90 percent of the asphalt work had been completed, with pavement markings remaining. He stated that the grading and contours for the grass areas were complete and that the project was awaiting permitting for the shelter. Once the shelter permit is issued, construction of the shelter will proceed, followed by installation of the sod. He further stated that the underground irrigation system had been substantially installed, with only the irrigation heads remaining to be completed. He noted that the project was progressing significantly ahead of the anticipated construction schedule.

Mayor Salver asked how much additional time would be required to obtain the permit for the shelter and complete its construction.

Capital Improvements Director Zamacona stated that, subject to concurrence from the Building Official, the shelter permit should be issued within approximately two weeks after submission, as the permit will require a structural review.

Council Member Fuller asked whether any formal action was necessary regarding the current park design. He explained that the purpose of the discussion was to ensure that the current construction remained consistent with the design previously discussed and envisioned by the Council. He recalled that the Council had previously discussed providing three parking spaces, consisting of two standard spaces and one accessible space, and maintaining a greater amount of open green space rather than an area predominantly consisting of concrete. He expressed concern that the current construction appeared to differ from those prior discussions, including changes to the location and configuration of certain site elements. He referenced the relocation of the dock and other alterations to the site layout and stated that such changes should be reviewed by the Council before construction progresses further. He recommended that all Council Members be given an opportunity to visit the site and review the current construction and layout in person. He stated that, if modifications are ultimately determined to be necessary, it would be preferable to identify and address them before the project is fully constructed. He requested that construction be paused for a short period, as appropriate, to allow the Council Members to inspect the site and confirm that the current design reflects the Council's intended vision before additional concrete and other permanent improvements are completed.

Mayor Salver stated that he did not support pausing the project and encouraged the Council Members to visit the site and provide any comments or concerns to Town staff. He emphasized the importance of allowing the project to proceed.

Council Member Fuller stated that he had been working toward completion of the project for an extended period but emphasized the importance of completing the project correctly and in accordance with the Council's intended design. He reiterated the desire for each Council Member to have an opportunity to visit the site, review the current construction, and confirm that the design is consistent with their expectations.

A motion was made by Council Member Fuller to temporarily pause the project for approximately three to four weeks, until the next regularly scheduled Council meeting or at a special meeting, to allow each Council Member an opportunity to inspect the site, seconded by Council Member Yaffe.

Mayor Salver stated that he did not believe a special meeting was necessary, noting that the project was actively under construction, progressing well, and approaching completion. He expressed concern that pausing the project could unnecessarily delay the work while the contractor was actively engaged in construction. He recommended that the Council Members first visit the site and review the current construction before taking any action to stop or delay the project. He stated that, if a Council Member subsequently determined that changes were necessary, the matter could then be addressed accordingly. He emphasized the importance of allowing the project to continue progressing while providing the Council with an opportunity to review the

completed and ongoing work.

Council Member Rappaport stated that he did not believe the project needed to be stopped and recommended allowing the construction to continue while the Council Members visit the site to review the current work and overall design. He acknowledged that the Council could take action to pause the project if deemed necessary but noted that the project is progressing and that residents have expressed significant interest in seeing the project completed. He questioned the need to delay the work at this stage and encouraged the Council to review the site before determining whether any further action was warranted.

Council Member Yaffe expressed concern that, if construction continued and the Council subsequently determined that work had been completed contrary to the Council's intended design, the Town could be required to remove or modify the completed work. He stated that they had not yet personally inspected the site and recommended allowing approximately one week for all Council Members to visit and review the project. He stated that, if the Council Members reviewed the site and had no objections to the work, construction could continue without interruption. He clarified that the intent was not necessarily to require a 30-day pause, but rather to provide the Council Members with a short period to inspect the site and determine whether any concerns required attention.

Council Member Fuller amended his motion to provide for a one-week pause in the project to allow all Council Members an opportunity to visit the site and review the current construction. He proposed that, following the site review, the Council Members communicate any comments or concerns to the Town Manager and advise whether the project should continue as currently designed or whether modifications should be brought back to the Council for further consideration. He further proposed that, if a majority of the Council Members advise the Town Manager to proceed, construction would continue accordingly.

Capital Improvements Director Zamacona provided an update regarding the current construction status and stated that the work had progressed as far as possible at this stage. He explained that no further construction activities would proceed until the structural plans for the shelter were submitted and the required permit was reviewed and issued. He noted that the anticipated permitting process was expected to take approximately two weeks, which would provide sufficient time for the plans to be submitted, reviewed, and returned to the Council, if necessary. It was further noted that, given the current status of the project, a temporary pause would not materially affect the construction schedule because work would not otherwise be proceeding during the permitting process.

29. Discussion and possible action regarding the naming of the "Kayak Park". Town Manager

    Item was not hear and was moved to the September 10, 2026 Town Council Meeting.

30. Discussion and possible action to consider an extended construction hour fee proposal. Town Manager

Town Manager Noel read the title of the item into the record.

Matt Amster, attorney representing applicant, appeared before the Council regarding the project under construction at 10290 East Bay Harbor Drive. The representative stated that the project is the third project by James Kernan in the Town, with one project completed, another nearing completion, and the subject project having commenced earlier in the year. He explained that the developer worked with the Town Manager to identify a way to assist the Town with sidewalk renovations along Kane Concourse. The parties developed an estimated cost, and the developer agreed to contribute $400,000 toward the improvements in exchange for extended construction hours intended to help expedite completion of the project and the surrounding construction work.

Mayor Salver asked whether staff had statistics regarding inspections, site visits, or violations associated with the project, including any violations identified during the early stages of construction.

Code Compliance Manager Merizalde stated that the construction site at 102nd Street has generally been responsive and compliant when the Town has directed the project to address or correct an issue.

Andres Michel, Development Director for the project provided an update on the three projects being undertaken in Bay Harbor Islands. The first project was completed in September of the prior year, the second project, located on 100th Street, is anticipated to reach completion and obtain a Temporary Certificate of Occupancy (TCO) in December, and the third project, which commenced approximately four to five months ago, is the largest of the three and is projected to require approximately 24 months to complete. He explained that the developer is seeking to accelerate construction due to current restrictions and worker parking limitations. Construction workers are required to park off-site and be transported to the project, resulting in delays of approximately 30 minutes or more before work can begin. He stated that, given the size of the workforce, the transportation process can extend into the regular workday. He requested extended weekday and Saturday construction hours to expedite completion, potentially reducing the construction schedule by approximately two months. He also noted that the project has limited adjoining properties and that the developer maintains communication with the neighboring property and the Town regarding construction activities.

Mayor Salver expressed concerns regarding the condition of the roadway and surrounding areas near construction sites, including debris, dirt, and other materials accumulating on the valley gutters and streets. He stated that he had personally observed such conditions and had previously reported concerns regarding the condition of a construction site. He also noted that workers had been observed at the

site after 6:00 p.m. on multiple occasions and questioned whether construction activities were continuing beyond the permitted hours. He expressed concern that the developer was requesting extended construction hours at a relatively early stage of the project. He noted that previous accommodations for extended construction hours had generally involved interior work and questioned the need to provide similar accommodations for the current project. He stated that the Town's construction-hour regulations should be consistently enforced and expressed opposition to extended hours for the project. He further noted that, despite the limited number of directly adjoining properties, the project is surrounded by other properties and residents who could be affected by construction noise, including drilling, equipment, trucks, and other activities.

Council Member Shagalov asked regarding the potential construction time savings associated with the requested extended hours and questioned whether adding approximately three additional work hours per day, five days per week, would equate to approximately 195 additional workdays, or roughly 39 workweeks, of construction time over the course of the project.

Mr. Amster clarified that, as Andres Michel had explained, the requested extended hours would not result in a direct or equivalent increase in productive construction time for every additional hour permitted. Rather, the earlier start and later departure would provide greater efficiency during the workday, although not every minute of the extended period would translate into additional productive construction time.

Council Member Shagalov stated that the primary consideration was whether the requested extended construction hours would provide a meaningful benefit to the Town. He explained that, if the extended hours would actually accelerate completion by approximately 40 weeks, the additional construction impacts could potentially be considered as a trade-off for the Town. However, if the extended hours would primarily facilitate the movement of workers to and from the site without materially reducing the overall construction schedule, he questioned whether there would be a net benefit to the Town. He also questioned the amount of the proposed contribution, noting that a prior arrangement discussed by the Council involved a contribution of approximately $250,000 for a substantially shorter period and was limited to interior construction work rather than exterior construction. He expressed concern regarding the comparison between the prior arrangement and the current proposal of approximately $387,000 to $400,000, particularly given that the current project is expected to continue for more than two years. He questioned whether the proposed contribution was proportionate to the benefit being provided to the Town if the extended construction hours would not result in a corresponding reduction in the overall construction schedule.

Mr. Amster stated that, while the extended hours would not result in a one-to-one increase in productive construction time, they would nevertheless accelerate the construction process. He estimated that the acceleration could be greater than five percent but noted that the exact percentage had not been determined. He further noted that the calculation should take into account the actual productive workday. He explained that, under the current construction-hour restrictions, workers do not

necessarily work a full eight-hour period. For example, if the gate does not open until 9:00 a.m., workers may not begin productive work until approximately 9:30 or 9:45 a.m. Similarly, because the gate must close at 6:00 p.m., workers begin preparing to leave at approximately 5:15 p.m. He stated that these factors reduce the actual productive construction hours currently available each day. He explained that the discussion regarding the Town's work focused specifically on the pending improvements, including the installation of pavers and related work along the commercial streets. He stated that the subcontractor performing the work associated with the project is also the contractor providing the pricing for the proposed improvements. He explained that the developer obtained pricing from multiple vendors and selected the most favorable proposal available to provide the Town with the requested improvements. He stated that the proposal was developed based on completing the identified work throughout the commercial streets. He further clarified that providing a monetary contribution directly to the Town would be a separate option and was not the basis of the original discussion regarding the specific improvements requested by the Town.

Council Member Shagalov asked Mr. Amster and Mr. Michel how much additional time beyond December 31, 2028, would be required to complete the project if the requested extended construction hours were not approved.

The representatives stated two or three months.

Council Member Shagalov questioned whether requiring the Town to accommodate an additional two hours in the morning and one hour in the evening was justified if the resulting benefit would be only approximately three months of accelerated construction. He expressed skepticism regarding whether the proposed extension of construction hours was proportionate to the anticipated time savings.

Mayor Salver stated that the requested extended construction hours represented a significant accommodation by the Town. He expressed opposition to permitting construction work on Saturdays, particularly at the current stage of the project, noting that the project involves substantial heavy construction and that residents and workers should have an opportunity to have a break from construction activities.

Mr. Amster acknowledged the Council's concerns and stated that the developer would withdraw its request for extended construction hours at this time. He indicated that the developer would continue to monitor the construction process and, if circumstances later demonstrated a potential benefit from extended hours, would return to the Town to revisit the request.

Council Member Shagalov stated that, if the developer returns with a future request for extended construction hours, the developer should carefully consider the benefit to the community in relation to the accommodations being requested. He recommended that any future proposal be structured so that the requested accommodations are appropriately commensurate with the anticipated benefit to the Town and its residents.

A motion was made by Council Member Fuller for discussion purposes, seconded by Council Member Yaffe.

The request for extended construction work hours was withdrawn by the applicant.

Adjournment:

There being no further business to discuss before the council, a motion was made by Council Member Rappaport, seconded by Mayor Salver to adjourn the meeting at 11:11 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Special Town Council Meeting
MINUTES
September 4, 2026

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 4:04 p.m.

Pledge of Allegiance

Pledge of allegiance was recited.

Roll Call of Members

Deputy Town Clerk Alvarez called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Robert Yaffe, Council Member Molly Diallo, Council Member Elchonon Shagalov, Council Member Joshua Fuller and Council Member Eric Rappaport (arrived at 6:48 p.m.)

Absent: Interim Town Attorneys Tania Cruz-Gimenez and Carlos Gimenez.

Also Present: Town Manager Lindsley Noel.

Public Comments:

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public

Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any

Mayor Salver opened the floor to public comments.

There were no public speakers.

Mayor Salver closed the floor to public comment.

Discussion Items:

1. Discussion and approval of a resolution declaring Official Intent for Tax-Exempt Bond Financing (Amount Not to Exceed $75,000,000) for Broad Causeway Bridge Replacement. Sponsored by Council Member Joshua Fuller and Robert Yaffe.

   A RESOLUTION OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, INDICATING THE OFFICIAL INTENT OF THE TOWN TO ISSUE TAX-EXEMPT BONDS OR NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $75,000,000 TO FINANCE THE COSTS OF CONSTRUCTION OF A NEW BRIDGE TO REPLACE THE BROAD CAUSEWAY AND TO USE A PORTION OF THE PROCEEDS OF SUCH BONDS OR NOTES TO REIMBURSE EXPENDITURES PAID OR INCURRED PRIOR TO THE DATE OF ISSUANCE THEREOF; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

   Town Manager Noel read the title of the item into the record.

   Deputy Town Clerk Alvarez read the title of the resolution into the record.

   Mayor Salver questioned if this meeting was properly noticed and stated he did not find it posted on the website.

   Council Member Yaffe stated it in fact was properly advertised and it was posted on the website.

Vice Mayor Bruder raised questions regarding the status of the Town's federal funding application for the bridge project and the Town's anticipated participation in project costs. The Vice Mayor referenced the previously identified $50 million in funding and stated that, following discussions with the Town Manager and others, the funding was not pursued at that time. She stated that, while there may be an opportunity to revisit the funding, the Town should establish a clear roadmap, including agreed-upon steps by the Town Council and Town Manager, to address the project if federal funding is not obtained. She emphasized the importance of providing the community with clarity regarding the Town's anticipated course of action and funding alternatives.

Council Member Fuller requested an opportunity to provide background regarding the matter to assist in clarifying the circumstances and addressing the Vice Mayor's questions.

Mayor Salver requested that staff provide an objective response to the questions raised, rather than having the item's sponsor provide the initial response. He was advised that both staff and the sponsor would have an opportunity to address the matter. He asked the Vice Mayor to summarize the questions for staff's response.

Council Member Yaffe stated that he was not previously aware of the assertion that the Town had been offered $50 million in funding and declined the offer. He requested clarification regarding that representation. He requested additional information regarding the reported $50 million funding offer, noting that, as a member of the Town Council, he was not aware of such an offer or any decision to decline it and wanted clarification as to whether it occurred and the circumstances surrounding it.

Vice Mayor stated that Florida Department of Transportation Secretary Purdue had previously offered the Town a $50 million loan at a 1% interest rate during the tenure of the former Town Manager, Lasday. She stated that, after discussing the offer with the Town Manager, she was advised that the Town was not prepared to proceed with the loan at that time.

Council Member Fuller clarified that the discussion regarding the prior $50 million loan offer related to an earlier period and stated that his comments were directed to the circumstances currently under consideration.

Mayor Salver asked the **T**own Manager and staff whether they were aware of the referenced $50 million loan offer and could corroborate the information. He also inquired whether the Town had any related correspondence or documentation concerning the purported offer.

Town Manager Noel clarified that the referenced $50 million State Infrastructure Bank (SIB) loan from FDOT originated prior to his tenure and that he was not the Town Manager at the time the Town was pursuing the loan. He stated that he subsequently followed up with FDOT and confirmed that the Town is eligible to pursue a $50 million SIB loan, although there is currently no

commitment of funding. He stated that, after hearing references from multiple Council Members to a potential $50 million loan at a 1% interest rate, he initiated follow-up efforts with FDOT. He reported that he has communicated with FDOT multiple times by email and has been provided with a point of contact regarding the SIB loan. He stated that the Town is currently at the stage of pursuing additional information and that he recommended continuing to pursue the SIB loan, particularly if financing at a 1% interest rate is available.

Council Member Fuller provided background regarding the Town's federal grant application for the bridge project. He explained that the Town is pursuing approximately $128 million through the federal Bridge Investment Program (BIP) and that the federal program requires the applicant to demonstrate funding for at least 50% of the project costs. He stated that the Town did not receive the grant during its first application but received a strong score and is now participating in the second application round. He explained that the federal review process evaluates applications in three categories and that the Town received the highest recommendation level in two of the three categories. The remaining issue involved a funding component of the application that the Town has an opportunity to cure through the current process. He explained that the federal government requires applicants to demonstrate that their share of project funding is committed or otherwise sufficiently secured, and that anticipated funding from another governmental entity does not satisfy that requirement unless the funding has already been formally committed. He stated that the Town's application identified a potential $50 million FDOT loan as a funding source, but because the loan had not been formally committed, the federal reviewers did not recognize it as committed funding and indicated that it created a deficiency in the application. He clarified that the proposed action would not authorize the issuance of bonds. Rather, it would establish the Town's ability to utilize that financing source if necessary to demonstrate its commitment to funding its portion of the project. He explained that if the Town is subsequently able to secure the $50 million FDOT loan, the Town could utilize that funding and would not need to issue the corresponding additional bond financing. He further explained that the federal government is seeking documentation demonstrating the Town's commitment to funding its portion of the project, including the identified funding sources and the anticipated revenue from tolls. He characterized the proposed action as establishing the funding structure and identifying the anticipated sources of funding rather than committing the Town to issue debt immediately.

Vice Mayor Bruder asked whether the Town would collect approximately $6 million annually and set those funds aside as savings toward the bridge project.

Council Member Fuller clarified that the Town has already allocated approximately $6 million toward the bridge project and indicated that additional funding may be available.

Vice Mayor Bruder asked currently how much does the Town have allocated in that fund.

Finance Director Bryan clarified that the Town does not maintain a separate bank account specifically designated for the bridge project. However, he stated that the Causeway Fund currently has more than $30 million, and he projected that the fund balance would be approximately $35 million at the end of the fiscal year.

Council Member Fuller stated that the Town intends to continue adding funds to the Causeway Fund. He clarified that the proposed action would not commit the Town to a specific financing method or expenditure. Rather, it would demonstrate to the federal government that, if the Town were awarded the approximately $128 million federal grant, the Town has the financial capacity and identified funding sources to satisfy its required share of the project costs. He further noted that the Town may utilize additional funding sources as they become available.

Vice Mayor Bruder asked how many years the Town has been collecting approximately $6 million annually for the Causeway Fund. She stated that she had understood the fund balance to be approximately $40 million to $46 million and requested clarification regarding the amount accumulated to date.

Town Manager Noel stated he would have to go back and look at the resolution that the council passed.

Council Member Fuller stated that he did not have the exact number of years the Town had been collecting the approximately $6 million annually. He noted that, to his understanding, the Causeway Fund had experienced a negative balance for the first time in the prior year due to significant additional bridge-related repair costs that had not been anticipated. He explained that, rather than the funds being added to the accumulated balance, a portion had been used to address those substantial repair expenses, which affected the amount available in the fund.

Council Member Yaffe asked whether the Town is required to have the necessary funding available by the time construction begins, rather than immediately. He noted that, based on the anticipated project timeline, construction would not begin for approximately four years, allowing additional time for the Town to accumulate funds.

Vice Mayor Bruder stated that, when the prior resolution was adopted, her understanding was that the Town was collecting approximately $6 million annually specifically to be set aside for the future construction of the bridge. She emphasized the importance of ensuring that all Council Members have a clear understanding of the purpose and allocation of those funds. She stated that, if funds previously being accumulated for the future bridge construction are instead being used for bridge repairs, the Council should have a clear understanding of that use of funds. She emphasized the importance of understanding the available funding because, if the Town ultimately proceeds with bond financing, the Town would have an obligation to repay the debt.

Council Member Yaffe agreed with the concern regarding future bond obligations but clarified that the proposed action would not obligate the Town to issue the bonds. He stated that the Town would retain the discretion to proceed with the bond financing if it ultimately determines that doing so is necessary or appropriate.

Vice Mayor Bruder expressed concern that, although the proposed action would not immediately obligate the Town to issue bonds, it would establish an intent and financing mechanism for the project. She compared the action to having access to a credit card with the intention of using it for a future purchase, emphasizing the distinction between a present obligation and an expressed intent to proceed with financing.

Mayor Salver asked Finance Director Bryan to explain the financial impact of adopting a resolution authorizing staff to pursue up to $75 million in bond financing. Specifically, the Mayor asked whether such authorization would constitute any form of contingent liability for the Town or otherwise affect the Town's borrowing capacity.

Finance Director Bryan responded that, similar to the financing authorization associated with the Town Hall building, the proposed authorization would not, by itself, create a financial liability for the Town.

Council Member Fuller clarified that the Town currently anticipates needing approximately $50 million in bond financing, if financing is ultimately required, and that the additional $25 million authorization would serve as a contingency or financing capacity for potential overruns or other unforeseen project costs. He explained that, based on the federal grant debrief, the Town was close to meeting the requirements for the Bridge Investment Program (BIP) grant. He stated that the federal government wants the Town to demonstrate that it has identified and allocated sufficient funds to meet its share of the project costs. He emphasized that the proposed authorization would provide evidence of the Town's ability to access the necessary funding if required, while not requiring the Town to issue the full authorized amount. He stated that the proposed action was intended to strengthen the Town's federal grant application by demonstrating available financing capacity and noted that, without addressing the funding requirement, the Town would not be positioned to pursue the approximately $128 million BIP grant.

Town Manager Noel responded to Vice Mayor Bruder's question. He provided clarification regarding the Town's annual allocation to the Causeway Fund. He stated that the resolution was adopted in 2024, with the Town beginning the $6 million annual allocation at the start of Fiscal Year 2025.

Vice Mayor Bruder stated that her understanding was that the Town had already established the amounts to be set aside for the bridge project. She then asked whether, if the Council approves the proposed financing authorization and the Town proceeds through the financing process, the Town would retain the ability to ultimately decide not to issue the bonds.

Council Member Fuller clarified that the proposed action only authorizes the financing capacity and does not require the Town to issue the bonds. He further stated that the authorization is intended to assist the Town in meeting the funding requirements of the BIP (Bridge Investment Program) grant application.

Vice Mayor Bruder stated that her understanding was that the proposed authorization serves as a good-faith demonstration to the federal government that the Town is willing and financially capable of funding its required share of the bridge project, without obligating the Town to issue the bonds.

Council Member Fuller clarified that the proposed financing authorization is a requirement of the federal grant application. He referenced the federal Bridge Investment Program (BIP) administered by the U.S. Department of Transportation (USDOT) and stated that the application requires the Town to demonstrate its ability and commitment to provide its required share of project funding. He stated that the Town's BIP application is reviewed by the U.S. Department of Transportation (USDOT) and that, based on the application debrief, the Town received a high rating in two of the three evaluation categories. He explained that the federal funding has already been allocated for the program and that applicants must satisfy the established requirements to be considered for an award. He emphasized that demonstrating the Town's ability to provide its required share of project funding is one of the application requirements. He stated that the proposed authorization is intended to satisfy that requirement and allow the Town to remain eligible for consideration for federal funding.

Council Member Yaffe asked if this in addition to the $50 million mentioned previously.

Council Member Fuller clarified that the discussion was specifically regarding the $50 million funding component identified as part of the Town's required funding commitment for the bridge project. He explained that, in the Town's prior BIP application, the Town identified a potential $50 million loan from the State at a 1% interest rate as part of its funding plan. He stated that USDOT advised during the application debrief that potential or anticipated funding from another governmental entity would not satisfy the matching-fund requirement unless the funding was fully committed and documented. He explained that, because the $50 million State loan has not yet been formally committed, the Town cannot currently rely on it to demonstrate the required matching funds. He stated that the proposed financing authorization would provide the Town with the necessary funding capacity to demonstrate to USDOT that it can satisfy its required share of the project costs. He further clarified that, if the Town subsequently secures the $50 million State loan, the Town could use that funding instead, and the authorized bond financing would not necessarily need to be utilized. He emphasized that the federal government is primarily seeking assurance that the Town has the ability to provide the required matching funds, regardless of the ultimate source of those funds.

Council Member Yaffe stated that the federal government will not issue the Town grant funds if the Town is unable to match the required amount.

Vice Mayor Bruder asked whether the Town has already set aside funding for the design of the bridge and emphasized the importance of providing the Council with a clear understanding of the Town's current status and funding position for the overall project.

Town Manager Noel confirmed that funds have been allocated for the bridge design. He advised that the selection of a design firm was proceeding through an RFQ process, with the matter scheduled to come before the Town Council on September 10 for consideration. He stated that the estimated cost for the design phase is approximately $15 million to $18 million. He further advised that the project remains within the anticipated timeline. He noted that the Town has completed the PD&E process, received the LDCA, and reached approximately 30% design. He also referenced the Council's prior review of the procurement and design concept, including multiple public hearings at which Atkins presented the project. Four firms submitted qualifications for the design work beyond the 30% design phase.

Vice Mayor Bruder asked whether the Town should proceed with the bridge design at this time or wait until the outcome of the federal funding application is known before incurring design expenditures.

Council Member Yaffe stated that the Town should proceed as expeditiously as possible with each phase of the bridge replacement project. He noted the need to prepare for the eventual replacement of the existing bridge and expressed support for proceeding with the design phase concurrently with efforts to secure federal grant funding and other potential funding sources.

Mayor Salver emphasized the need for the Town to proceed prudently with its expenditures while advancing the bridge replacement project and pursuing potential funding sources.

Council Member Yaffe clarified that he was not suggesting the Town discontinue maintenance of the existing bridge. He noted that engineers and FDOT have advised that, given the bridge's age of more than 70 years, its useful service life is finite, and the Town should be prepared for the eventual need to replace it. He emphasized that the timing of that need is uncertain and could be many years in the future.

Vice Mayor Bruder expressed support for proceeding with the bridge project but emphasized the need for the Council and staff to establish a clear, coordinated roadmap for the project. He stated that all Council Members, including the Town Manager, should have a shared understanding of the proposed sequence of actions, including the timing of the bond financing process and bridge design. He emphasized the importance of ensuring that the Council and staff have consistent information and are aligned regarding the project's funding and implementation strategy.

Mayor Salver asked the Town Manager to pull up the memo he received from staff.

Mayor Salver referred to the second page of the memo and, under the section addressing statutory deadlines, requested that the provision under “Technical Assessment” be read aloud for the record.

Town Manager Noel read the section into the record. “Applicant must prove the project can reasonably proceed to the project delivery within 12 months of environmental clearance and begin construction no later than 18 months after BIP funds are obligated”.

Mayor Salver asked if that timeline is feasible.

Council Member Fuller stated that, based on discussions with the engineers and review of the related information, the projected figures are consistent and support the proposed approach.

A motion was made by Council Member Fuller to approve the resolution, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

2. Discussion and approval of a resolution for the ratification of a revised funding plan and authorization to submit an amended application for the USDOT Bridge Investment Program (BIP) Large Bridge Project Grant. Sponsored by Council Member Joshua Fuller and Council Member Robert Yaffe.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE REVISED FUNDING PLAN FOR THE SHEPARD BROAD CAUSEWAY BRIDGE REPLACEMENT PROJECT; AUTHORIZING THE SUBMISSION OF AN AMENDED APPLICATION TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION UNDER THE BRIDGE INVESTMENT PROGRAM LARGE BRIDGE PROJECT GRANT PROGRAM; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS AND CERTIFICATIONS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Deputy Town Clerk Alvarez read the title of the resolution into the record.

A motion was made by Vice Mayor Bruder to approve the resolution, seconded by Council Member Yaffe. The motion carried with a 7-0 vote

Adjournment:

There being no further business to discuss before the council, the meeting adjourned at 4:26 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

First Budget Hearing Meeting
MINUTES
September 8, 2026

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:05 p.m.

Pledge of Allegiance

Pledge of allegiance was recited.

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder (via zoom), Council Member Robert Yaffe, Council Member Molly Diallo, Council Member Elchonon Shagalov, Council Member Joshua Fuller and Council Member Eric Rappaport.

Absent: Interim Town Attorneys Tania Cruz-Gimenez and Carlos Gimenez.

Also Present: Town Manager Lindsley Noel.

Public Comments:

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public

Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Fran Neuhut spoke regarding concerns related to parking, use of municipal and private parking areas, and the impact of recent decisions on nearby businesses and properties. She stated that the allocation and use of parking areas associated with a nearby church had adversely affected parking availability for surrounding properties and businesses. She also raised concerns regarding the use of municipal parking areas by police personnel and the availability of parking for customers of businesses within the area. She further expressed concerns regarding the use and configuration of an alley located adjacent to private property, stating that delivery vehicles and other activities associated with the church had affected access and parking. In addition, she questioned the use of a private parking lot located near the residents' businesses for paid public parking and expressed concern regarding the $10-per-hour parking rate and its potential impact on customers and businesses. She asserted that businesses within the business district should have adequate parking available and expressed concerns regarding the economic impact of the Town's parking policies and budgetary decisions on local businesses and property owners. She also raised concerns regarding the permitting and construction process for certain restaurants and businesses, stating that some businesses appeared to have been permitted to commence operations more quickly than others and questioning whether applicable parking, grease-trap, and other requirements were being consistently enforced. She questioned how the Town's policies and decisions were generating revenue for the Town and expressed concern that such decisions may benefit developers at the expense of existing property owners and businesses. She continued to express concerns regarding the Town's enforcement and application of zoning regulations, variances, building permits, and signage requirements, particularly in connection with the church and other businesses within the business district. She questioned whether these requirements were being applied consistently and expressed concern regarding the financial impact of such decisions on existing businesses and the Town's budget. She raised concerns regarding the condition of the bridge and the Town's ability to fund necessary

repairs. She questioned whether construction activities associated with a nearby development had contributed to concerns regarding the bridge and whether applicable requirements had been followed. She further expressed concerns regarding notification of a recent meeting concerning the bridge, stating that affected residents were not adequately aware of the meeting and questioning the adequacy of communication regarding the meeting.

Kevin Wilcox addressed the Council regarding increases in property taxes and the proposed millage rate. He stated that property taxes on the resident's property had increased significantly since 2020 and expressed concern that the proposed budget would result in an additional increase of approximately $1,400, with approximately $700 attributed to the proposed millage rate. He questioned why an increase in the millage rate was necessary given the significant increase in property values and development within the Town and stated that the increased tax base should be considered when determining the need for additional revenue. He requested greater information regarding the Town's increased expenditure and efforts to control costs. He also expressed concern that continued increases in property taxes could affect residents' quality of life and, ultimately, property values within the Town.

Ree Stoppa expressed concerns regarding the condition and future funding of the bridge and the impact of heavy construction traffic on the bridge and surrounding roadway. She questioned the status of coordination with the Florida Department of Transportation and federal authorities and asked whether the Town has appropriate representation in Tallahassee to advocate for the Town's interests. She expressed concern regarding the safety of heavy construction vehicles using the bridge and the potential for traffic accidents. She recommended that the Town consider retaining an advocate or governmental affairs representative to assist with obtaining attention and funding for the bridge. She also suggested that the Town coordinate with neighboring municipalities that utilize the same transportation routes and explore a regional effort to address bridge funding and improvements. She further requested greater oversight and investigation regarding recent development and construction activity within the Town, including the sources of funding for such development, and expressed concern regarding the cumulative effects of increased development and traffic on the community.

Mayor Salver closed the floor to public comments.

Discussion Items:

1. Announcement of the proposed FY 2026-2027 property tax rate of 3.9000 mills per $1,000 of taxable value. The rolled-back rate is 3.2851 mills. The proposed rate is 18.72% above the rolled-back rate.

   Town Manager Noel read the title of the item into the record.

Mayor Salver requested a brief explanation for the public regarding the announcement of the proposed millage rate, including the applicable requirements, procedures, and limitations governing the millage rate process.

Interim Town Attorney Gimenez explained that the meeting constituted the first public hearing for consideration of the Town's tentative millage rate and tentative budget as part of the annual budget process. He advised that the required notice regarding the tentative millage rate and budget had been provided to the public and entered into the record. He further explained that, following adoption of the tentative millage rate and tentative budget, the Town would proceed with the remaining steps required for consideration and adoption of the final millage rate and final budget, which must occur within the applicable statutory timeframe. He advised the Council that they could consider the Administration's recommendations and take action on the tentative millage rate and tentative budget.

Mayor Salver asked for clarification regarding the procedure if the tentative budget and/or tentative millage rate were not approved at the first public hearing.

Interim Town Attorney Gimenez explained that the tentative millage rate establishes the maximum rate that may ultimately be adopted at the final hearing. The final millage rate may be reduced from the tentative rate but may not exceed the rate tentatively adopted at the first hearing. He also noted that the final budget and final millage rate remain subject to the required statutory public-hearing and adoption procedures.

Mayor Salver asked the Interim Town Attorney to remind the public of the statutory requirements governing the Council's consideration and adoption of the millage rate.

Interim Town Attorney Gimenez explained that, pursuant to Section 200.065, Florida Statutes, the Council must adopt the tentative millage rate before adopting the tentative budget at the first public hearing. At the subsequent final hearing, the Council must adopt the final millage rate and final budget by separate votes, with the millage rate adopted before the final budget. He further explained that the final millage rate may not exceed the millage rate tentatively adopted at the first hearing. The applicable millage rate, rolled-back rate, and percentage increase over the rolled-back rate must also be publicly announced before the millage-levy resolution is adopted. provided clarification regarding the voting requirements applicable to adoption of the millage rate. He explained that, under Section 200.065, Florida Statutes, a millage rate at or below the applicable rolled-back rate may be adopted by a majority vote of the governing body. A rate that exceeds the rolled-back rate but does not exceed 110 percent of the rolled-back rate requires approval by a two-thirds vote of the membership of the governing body. A rate exceeding 110 percent of the rolled-back rate requires a unanimous vote of the membership of the governing body, subject to the statutory provisions concerning referendum approval and governing bodies with nine or more members. He noted that the applicable rolled-back

rate would be provided as part of the budget and millage rate information presented to the Council.

Mayor Salver asked what the voting requirement would be for a seven-member governing body.

Interim Town Attorney Gimenez clarified that, for a seven-member Town Council, a simple majority requires four affirmative votes, a two-thirds vote requires five affirmative votes, and a unanimous vote requires all seven affirmative votes, as applicable under the statutory millage rate voting requirements.

2. Discussion regarding the Tentative Budget and Tentative Millage Rate for Fiscal Year 2026-2027.

   Town Manager Noel read the title of the item into the record.

   Town Manager Noel presented its continued recommendation for a Fiscal Year 2026–2027 operating millage rate of 3.9000 mills, compared to the current rate of 3.4583 mills and a rolled-back rate of 3.2851 mills. He noted that the recommended rate represents an 18.72% increase over the rolled-back rate and reviewed the estimated revenue differences associated with alternative millage rates. He advised that reducing the millage rate would require corresponding budget adjustments and/or identification of additional revenues to fund the proposed expenditures. He reviewed several significant changes affecting the proposed budget since the prior budget hearing. Medical insurance renewal costs increased by approximately $706,034, or 45.6%, and he advised that additional options, including high-deductible plans and gap insurance, were being evaluated. He also presented updated pension contribution requirements totaling approximately $1.776 million for the General Fund, including approximately $1.4 million for the Police pension plan and approximately $295,000 for General Employees. He explained that changes in salary, mortality, disability, termination, retirement health subsidy, investment, and demographic assumptions contributed to the increase in the Police pension contribution rate. He further noted that the budget includes approximately $400,000 for legal services and $510,000 for debt service, with the debt service relating to the Town's existing Series 2016 bond and Series 2012 note. He spoke regarding staffing and stated that the proposed budget includes 96 full-time positions, compared with 99 positions in the prior fiscal year, and that total FTEs are projected to decrease from approximately 120.5 to 115.9. He clarified that the FTE figure includes fractional allocations for certain part-time positions and therefore does not represent the number of full-time employees on the Town's payroll. He also discussed the value and cost-effectiveness of performing certain functions in-house. As an example, he noted that bringing senior accounting work in-house could avoid approximately $250,000 annually in outside consulting costs, subject to consideration of employee salaries,

benefits, and other associated costs. He further noted that Town personnel have assumed additional work, including street sweeping, pressure washing, and paving work that previously would have been contracted to outside vendors. He emphasized that these operational efficiencies and the skills of existing employees should be considered when evaluating the overall cost and benefit of the proposed budget. He concluded the presentation and advised that the Administration's recommendation remained a 3.9000-mill operating millage rate for Fiscal Year 2026–2027.

Council Member Diallo asked if the medical insurance renewal quotes reflected an increase of approximately $706,034, or 45.6%.

Town Manager Noel noted that the actual renewal rates had been received since the prior budget hearing. He further advised that additional options, including high-deductible plans and gap insurance, were being explored to address the increased costs.

Council Member Rappaport requested clarification regarding the differences between the amounts budgeted and the actual expenditures for Fiscal Years 2024 and 2025, noting that the budget information presented included actual amounts for prior years and proposed amounts for Fiscal Years 2026 and 2027. He requested that Staff provide a comparison showing, in practical terms, the amounts budgeted but not ultimately expended in prior fiscal years, in order to better understand historical budget-to-actual variances and their relationship to the proposed Fiscal Year 2026–2027 budget.

Finance Director Bryan advised that, based on the most recent review of General Fund revenues and expenditures, the General Fund was projected to have an approximate $500,000 surplus. He clarified that this amount represents a projection and that the actual year-end surplus or deficit would depend on final revenues and expenditures.

Council Member Rappaport requested clarification regarding the difference between the amounts budgeted and the actual expenditures for Fiscal Years 2024 and 2025. Referring to the General Fund summaries on page 63 of the budget materials, he noted that the information presented included actual expenditures for Fiscal Years 2024 and 2025 and proposed amounts for Fiscal Years 2026 and 2027. He asked Staff to explain the historical variance between the amounts budgeted and the amounts expended in prior fiscal years and how those variances should be considered when evaluating the proposed budget. He further questioned whether the Town typically expends the full amount budgeted each year or whether there are recurring amounts that remain unexpended at year-end, noting that this information would assist the Council in evaluating the proposed expenditures and determining whether the proposed budget accurately reflects the Town's historical spending patterns.

Town Manager Noel stated that they typically do have a fund balance.

Vice Mayor Bruder requested clarification regarding the factors contributing to the Administration's recommended 3.9000-mill operating millage rate. She specifically asked whether increases in fixed costs, including medical insurance and pension contributions, were the primary factors contributing to the proposed millage rate, or whether other fixed or non-discretionary costs had also increased. She requested that Staff explain these factors in a manner that would assist the public in understanding how the recommended millage rate was determined. She further noted that, based on the Administration's prior presentation, the proposed budget had already been reduced to the extent practicable and questioned the budgetary impact of adopting a lower millage rate. As an example, she asked whether reducing the proposed millage rate from 3.9000 mills to 3.6000 mills would require an additional reduction of approximately $600,000 to $700,000 in expenditures.

Town Manager Noel confirmed that additional budget reductions of that magnitude would be necessary if the millage rate were reduced to that level.

Finance Director Bryan clarified that the proposed increase in the millage rate was not primarily attributable to an increase in expenditures, but rather to a change in the revenues available to support the General Fund. He explained that, through Fiscal Year 2025, the Building Department was accounted for within the General Fund and that revenues generated by the Building Department constituted a substantial portion of the General Fund surplus. He further explained that Building Department revenues are restricted for building code enforcement purposes and are now being accounted for in a separate, restricted fund in accordance with the applicable requirements. As a result, those revenues are no longer available to support General Fund expenditures. He stated that the change in the accounting and treatment of these restricted revenues created a funding shortfall in the General Fund, which is a significant factor contributing to the need for the proposed increase in the millage rate. He noted that this explanation also addressed the earlier question regarding the historical General Fund surpluses and the treatment of Building Department revenues.

Vice Mayor Bruder acknowledged the Finance Director's explanation regarding the change in the treatment of Building Department revenues but requested further clarification regarding the budgetary impact of adopting a 3.6000-mill operating millage rate rather than the Administration's proposed 3.9000 mills. She asked how the resulting reduction in revenue would affect the proposed budget and specifically requested that the Town Manager identify where additional expenditure reductions could be made to accommodate the lower millage rate.

Town Manager Noel responded that the Administration had presented a proposed budget that, in its judgment, provides an appropriate level of funding for the Town to maintain the level of services expected by and provided to the community. He explained that reducing the millage rate and the corresponding available revenues would, in his opinion, require reductions in services. He noted that potential service reductions could affect a variety of areas, including public services, community events, staffing and personnel resources, and law enforcement response times. He emphasized that the specific areas affected would depend on where reductions were made but stated that reducing the budget below the proposed level could have an impact on the Town's core services to the community.

Vice Mayor Bruder asked whether additional reductions could be made to the proposed budget without affecting fundamental or essential Town services, specifically identifying Police services as a priority. She asked whether the Administration had already eliminated or reduced discretionary and nonessential expenditures to the extent practicable and whether any remaining reductions could be made without affecting core services.

Town Manager Noel stated that the proposed budget had been developed as a lean budget and that, in the Administration's view, significant reductions have already been made where practicable. He invited the Council to identify any additional expenditures it believed could be reduced or eliminated without adversely affecting the Town's operations and level of service.

Vice Mayor Bruder emphasized the importance of clearly establishing and explaining the necessity for the proposed millage rate to the public. She referenced the resident's earlier comments regarding the significant financial impact of increased property taxes and stated that residents should understand how the Town arrived at the proposed millage rate, the reasons for considering the increase, and the purposes for which the additional revenues would be needed if the proposed rate were ultimately adopted.

Mayor Salver stated that he wished to further address the information presented by the Chief Financial Officer regarding the proposed budget. He expressed concern that the current budget was developed using prior-year budgets that included revenues which, under the Town's current accounting treatment, are restricted and are no longer available to support the General Fund. He stated that the availability of those revenues in prior years may have allowed the Town to maintain higher expenditure levels and questioned whether those historical spending levels should serve as the basis for the current budget. He suggested that the Council consider whether additional reductions could be made to the proposed budget before increasing the millage rate. He also discussed the Town's pension costs and stated that he had been communicating with the Town's pension advisor and actuary regarding the significant increase in the Town's required pension contribution. He referenced changes to actuarial assumptions, including assumptions relating to longevity,

and stated that the pension advisor and actuary had indicated that there may be opportunities to modify certain assumptions or other factors used in calculating the Town's required contribution. He acknowledged that the amount of any potential reduction was not yet known and would require further analysis. He stated that, in light of the historical treatment of certain revenues, the potential for further budget reductions, and the possibility of identifying alternatives related to pension costs, he believed the Council should consider alternatives to the Administration's proposed 3.9000-mill millage rate before determining the final rate. He further discussed the Town's historical staffing levels in relation to the proposed Fiscal Year 2026–2027 budget. He noted that the Town had approximately 81 employees in 2017 and 89 employees in 2022, compared with approximately 107 employees in 2025, 119 employees in 2026, and a proposed 117 employees for 2027. He questioned the increase in staffing levels over time in relation to the size of the Town and its approximately 5,887 residents and 2,087 households. He acknowledged that Police and public safety services are essential priorities but questioned whether additional review of staffing in other areas of Town government was warranted. He stated that, if the Administration's position was that the proposed budget contained no further areas for reduction, the Council should consider whether its definition of discretionary or nonessential expenditures differed from the Administration's assessment. He also referenced the Police Department's staffing level, noting that approximately 54 employees were associated with the Police Department, and stated that the overall growth in Town staffing warranted further discussion as the Council considered the proposed millage rate.

Town Manager Noel clarified that the staffing figures previously referenced represented full-time equivalent (FTE) positions and did not correspond directly to the number of full-time employees budgeted by the Town. He explained that FTE calculations include fractional allocations for part-time positions. As an example, the seven Council Members collectively represent approximately three full-time equivalent positions, and part-time crossing guards working approximately two hours per day are also reflected as fractional FTEs. He emphasized that, for the Fiscal Year 2026–2027 budget, the Town has 96 full-time employees budgeted, rather than 119 full-time employees. He stated that the distinction was presented in the staffing slide to provide clarification regarding the difference between total FTEs and the number of full-time positions budgeted.

Council Member Yaffe provided clarification regarding the discussion of potential budget reductions and stated that, while he understood the mayor’s concerns, he believes that they did not fully account for the historical treatment of Building Department revenues and the significant increases in certain unavoidable costs. He referenced the recent increase in medical insurance costs and the increase in required pension contributions, noting that any reduction in pension costs resulting from further analysis would help alleviate the financial burden. He stated that the Town is responsible for providing a certain level of services to its residents and employees and expressed the view that he had not identified significant excess or unnecessary expenditures within the services provided by the Town. He emphasized that determining whether

additional reductions could be made require a detailed review of the budget rather than general references to "fat" or "bloat." He stated that the Council should identify specific expenditures, positions, programs, or services that would be reduced or eliminated if the millage rate were lowered. He noted that the Town had taken steps to bring certain functions and positions in-house rather than relying on outside contractors, including planning and communications functions. He questioned how the Town could achieve the approximately $600,000 to $700,000 reduction in property tax revenues that would result from adopting a millage rate of approximately 3.6100 mills without identifying specific reductions. He further cautioned that directing Staff to reduce the budget without identifying the specific services or expenditures to be affected could result in reductions to programs and services that residents utilize. Examples discussed included community events and programs, Community Center activities, parks and recreational programming, and other municipal services. He emphasized that, if the Council chose to adopt a lower millage rate, the resulting reductions should be specifically identified so that the Council and the public would understand the operational and service-level consequences of that decision.

Council Member Diallo provided an example of the issue of loud noises and music at the sand bar and how the Police Department is having to go out several times a week.

Council Member Yaffe agreed that the Town's increased Police staffing was, in part, intended to address specific community needs, including having personnel dedicated to activities on the Bay and coordinating with neighboring municipalities regarding recurring issues involving excessive noise and other activity on the water. He also referenced the need for a full-time Police presence on the Causeway in connection with public safety and the Town's efforts concerning the bridge and related funding matters. He stated that he was not committed to a particular millage rate but emphasized that, before considering a rate lower than the Administration's proposed 3.9000 mills, the Council should understand the actual fiscal and operational consequences of such a decision. In particular, he stated that the Council should be able to identify the specific programs, services, positions, or other expenditures that would need to be reduced or eliminated to offset the decrease in property tax revenue. He acknowledged that the Town's property-tax burden is significant but stated that municipalities have historically been incorporated in order to exercise greater control over revenues and provide municipal services to their residents. He emphasized that, regardless of the millage rate ultimately considered by the Council, the discussion should identify specifically what reductions would be required rather than directing the Town Manager and Finance Department generally to reduce expenditures by approximately $600,000 to $700,000. He noted that the Council should understand and consider the potential consequences of those reductions before determining the millage rate.

Council Member Rappaport commended the Administration and Staff for their work in preparing the proposed budget and clarified that the Council's

discussion was intended to identify potential areas for further consideration rather than to criticize the work performed by Staff. He noted that the proposed millage rate was intended to generate approximately $1.7 million to $1.75 million in additional revenue and stated that most General Fund expenditures represented essential municipal services. He identified the Parks and Recreation budget, at approximately $1.4 million, as an area that could potentially warrant further review if the Council sought to reduce expenditures. He acknowledged that Parks and Recreation programs and events provide benefits to residents and that the Town values those services but suggested that the Council consider whether the number or frequency of certain events could be reduced or whether additional sponsorships could be obtained to offset costs. He emphasized that the comments were not intended to recommend a specific reduction but rather to identify extracurricular programs and events as a potential area for discussion if the Council determines that additional budget reductions are necessary. He noted that other departments provide essential services and that reductions in those areas could directly affect necessary staffing or municipal operations, while the Parks and Recreation budget represented a comparatively larger discretionary expenditure category that could be examined as part of the Council's overall review.

Council Member Fuller acknowledged that property taxes are a significant consideration for residents and stated that no one wants to pay more in taxes. He noted, however, that the Council should consider the Town's millage rate in comparison with those of other municipalities and stated that, even at the proposed 3.9000 mills, the Town's millage rate remains below that of many comparable communities. He acknowledged that municipalities have different revenue sources and circumstances that must be considered when making such comparisons. He further stated that the Council should consider the relationship between the taxes paid by residents and the level of services provided by the Town. He noted that services such as solid waste and bulk-item collection, municipal amenities and events, responsive Town Hall services, and public safety contribute to the overall character and attractiveness of the community. He emphasized the importance of maintaining adequate resources for Police and public safety and stated that the quality of those services is supported by the resources provided through the Town's budget. He stated that, while the Council should identify opportunities to eliminate unnecessary expenditures when appropriate, significant reductions in municipal services could affect the character and identity of the community. He noted that Bay Harbor Islands is experiencing substantial development and growth and addressed earlier comments regarding the increasing taxable base. He explained that the taxable value used for the current budget reflects property and improvements as of the applicable January 1 assessment date, and that development completed or coming online after that date would not be reflected in the current tax base. He stated that additional development expected to be reflected in subsequent assessment periods could materially increase the Town's taxable value and potentially provide additional revenue in future fiscal years. He referenced the Well project as an example of development expected to contribute to the Town's future tax base and stated

that the Council should consider the timing of such increases when evaluating the current millage rate and future budgets.

Vice Mayor Bruder asked the mayor for clarification regarding the potential pension changes discussed and requested an estimate of the amount the Town could potentially save through implementation of those changes.

Mayor Salver stated not $600,000 but closer to $100,000. He stated that, while the Council had discussed the potential reduction of municipal services, services should not necessarily be the only area considered when evaluating potential budget reductions. He noted that the proposed budget also contains a significant capital outlay component and suggested that the Council examine capital expenditures as part of its overall review. He referenced the projected Fiscal Year 2026–2027 expenditures for the Physical Environment category, which were stated to be approximately $4.5 million, and Transportation expenditures of approximately $8.764 million. He stated that these significant capital expenditures should be carefully reviewed as part of the Council's consideration of alternatives to the proposed millage rate and identified them as an area where the Council should conduct a further review before reducing essential municipal services.

Town Manager Noel stated that does not increase the taxpayers' obligations.

Finance Director Bryan clarified that expenditures within the Physical Environment category would primarily be funded through the Town's enterprise funds and supported by user fees. He identified water and sewer, stormwater, and similar enterprise-funded services as examples. He noted that these expenditures are therefore separate from General Fund expenditures supported by property tax revenues and should be considered accordingly when evaluating potential reductions to the General Fund budget and millage rate.

Vice Mayor Bruder requested clarification from the Town Attorney regarding whether the Council could adopt the Administration's proposed 3.9000-mill tentative millage rate at the first public hearing and subsequently reduce the millage rate at the final hearing. She explained that adopting the 3.9000-mill tentative rate would provide each Council Member additional time to review the proposed budget and identify specific expenditures or services that could potentially be reduced. She emphasized the importance of identifying specific budget reductions rather than generally directing the Administration to reduce expenditures and noted that members of the Council had differing views regarding potential areas for reductions. She asked whether, if the Council adopted a 3.9000-mill tentative millage rate at the first hearing, the Council could subsequently identify specific reductions and adopt a lower millage rate at the final hearing.

Interim Town Attorney Gimenez clarified that the tentative millage rate adopted at the first public hearing establishes the ceiling for the millage rate that may ultimately be adopted. He explained that the Council may reduce the millage

rate at the final hearing but may not increase it above the tentative rate adopted at the first hearing.

Mayor Salver referenced the budget information presented on page 70 and suggested that the Council consider removing the expenditures identified under the “Capital Outlay” category as a potential means of reducing the proposed budget and corresponding millage rate. He stated that, in his view, eliminating those expenditures could result in a millage rate that would be acceptable to the Council.

Council Member Rappaport stated that the capital outlay expenditures included items are related to public safety.

Town Manager Noel clarified that Police Department capital outlay expenditures include items such as police vehicles and the Town's existing drone program, for which an agreement is already in place. He explained that these types of expenditures are classified as capital outlay within the Police Department budget. He also clarified that they must abide by the obligations they have through the Collective Bargaining Agreements with the unions.

Vice Mayor Bruder stated that each Council Member should review the proposed budget in greater detail and identify specific expenditures that he or she would propose reducing or eliminating. She noted that potential reductions could involve programming, capital expenditures, or other areas of the budget, but emphasized that the Council should identify the specific items it wished to address rather than making general requests for reductions. She acknowledged the Town Manager's position that the proposed budget had been reduced to the extent practicable from the Administration's perspective and stated that, if the Council wished to adopt a different millage rate, the Council should be prepared to articulate the specific reductions necessary to achieve that rate. She stated that each Council Member should review the budget and return with specific recommendations for consideration.

Council Member Rappaport requested clarification regarding the differences between the original proposed budget presented in July and the revised proposed budget currently under consideration. He noted that, based on a review of the individual budget columns, there appeared to be an approximately $2 million difference between the two versions and requested that Staff explain the primary changes contributing to the difference.

Town Manager Noel explained that a significant portion of the difference was attributable to the proposed increases in health insurance and pension costs, which were not reflected in the budget presented in July.

Vice Mayor Bruder reminded the public that the Town's municipal property taxes represent only one component of the overall property tax bill. She explained that property tax bills also include taxes levied by other taxing authorities, including the County and the School Board, and stated that those taxing authorities account for a significant portion of the total property taxes

paid by property owners. She acknowledged that the Town's millage rate affects the overall property tax burden but emphasized that increases in property taxes may also result from changes in the millage rates or assessments of other taxing authorities and other factors outside the Town's control.

Mayor Salver asked the Town Attorney for clarification regarding the sequence of events if the Council unanimously adopted the 3.9000-mill tentative millage rate at the first public hearing but did not subsequently obtain the required vote to adopt the same rate at the final hearing. He requested clarification regarding the options available to the Council between the tentative and final hearings and the effect of a different vote at the final hearing.

Town Attorney Gimenez explained that adoption of the tentative millage rate at the first hearing establishes the ceiling for the rate that may ultimately be adopted at the final hearing. He stated that, if the Council subsequently elects to adopt a lower rate, the required vote would depend on the final millage rate in relation to the rolled-back rate. He explained that a final millage rate that is above the rolled-back rate but does not exceed 110 percent of the rolled-back rate requires approval by a two-thirds vote of the membership of the governing body. For the Town's seven-member Council, this would require five affirmative votes. A rate at or below the rolled-back rate may be adopted by a majority vote of the governing body. He referenced the applicable figures discussed during the meeting, including the rolled-back rate and the 110-percent threshold, and clarified that the Council's final voting requirement would depend upon the rate ultimately considered. He reiterated that the Council could adopt a tentative rate at the first hearing and subsequently reduce the rate at the final hearing, provided the final rate does not exceed the tentative rate and the applicable voting requirements are satisfied.

Mayor Salver referenced the earlier comments made by Mr. Wilcox regarding the increase in taxable property values and the resulting impact on property taxes. He stated that the Council has the option of considering the rolled-back rate and noted that a taxpayer may question why his or her taxes increase when the taxable value of the property has also increased. He further stated that, if the Council adopts a millage rate above the rolled-back rate, the applicable statutory requirements concerning the public announcement and advertisement of a property tax increase would apply. He emphasized that the Council should recognize the implications of selecting a millage rate above the rolled-back rate when considering the alternatives available to the Council.

Town Manager Noel noted that Mr. Wilcox, who had addressed the Council during public comment, was not present at the prior budget workshop and stated that the Town encourages members of the public to attend the budget hearings. He explained that, based on the distribution presented to the Council, for every $100 in property taxes, approximately $19.97 is received by the Town, while approximately $37.09 is allocated to the School Board and approximately $39.26 is allocated to Miami-Dade County. He stated that the information demonstrated that more than $80 of every $100 in property taxes is allocated

to taxing authorities or other governmental and regional agencies outside of the Town. He emphasized that this distribution should be considered when evaluating the overall property-tax burden on residents and the portion attributable to the Town's millage rate.

Council Member Rappaport referenced to past graphic that illustrates the distribution of property tax revenues among the various taxing authorities. He suggested that the graphic could be included in a future Town bulletin or other public informational communication to help residents better understand the allocation of property tax revenues.

3. Consideration and Approval of a resolution adopting a Tentative Budget for Fiscal Year 2026-2027.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A TENTATIVE COLLECTIVE OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, IN THE AMOUNT OF $55,631,343; CONFIRMING THE DATE OF THE SECOND BUDGET PUBLIC HEARING; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item not the record.

Town Clerk Herbello read the title of the resolution into the record.

A motion was made by Council Member Yaffe to approve the resolution, adopting a tentative collective operating and capital budget for Fiscal Year 2026/2026, seconded by Vice Mayor Bruder. The motion carries with a 7-0 vote.

4. Consideration and Approval of a resolution adopting a Tentative Millage Rate for Fiscal Year 2026-2027.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR AD VALOREM TAXATION OF 3.9000 MILLS FOR FISCAL YEAR 2026-2027, WHICH IS GREATER THAN THE ROLLED BACK RATE OF 3.2851 MILLS, COMPUTED PURSUANT TO STATE LAW WITH AN 18.72% INCREASE; CONFIRMING THE DATE OF THE SECOND BUDGET PUBLIC HEARING; PROVIDING FOR INCORPORATION OF RECITALS, AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Council Member Yaffe stated that, in considering the tentative millage rate, the Council should take into consideration that the millage rate may be reduced at the final budget hearing. He noted that the Council would have the opportunity to continue reviewing the budget and consider specific reductions before determining the final millage rate.

A motion was made by Council Member Yaffe to approve the resolution adopting a tentative millage rate for ad valorem taxation of 3.9000 mills for Fiscal Year 2026/2027, seconded by Council Member Diallo. The motion carried with a 7-0 vote.

5. Announcement of the Second Budget Public Hearing scheduled for September 24, 2026, at 6:00 p.m.

Town Manager Noel read the title of the item into the record.

Town Manager Noel introduced the item and announced the date for the Final Budget Hearing being September 24, 2026, at 6:00 p.m.

Adjournment:

There being no further business to discuss before the council, the meeting adjourned at 7:08 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Local Planning Agency Meeting

MINUTES

September 10, 2026

6:30 p.m.

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:39 p.m.

Pledge of Allegiance

Pledge of allegiance was recited.

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Robert Yaffe, Council Member Eric Rappaport, Council Member Elchonon Shagalov, Council Member Joshua Fuller and Council Member Molly Diallo.

Also Present: Town Manager Lindsley Noel, and Interim Town Attorney Carlos Gimenez and Interim Town Attorney Tania Cruz-Gimenez.

Public Comments:

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Fran Neuhut expressed concerns regarding the proposed rezoning of the East Island, noting that the proposal could allow commercial uses within areas currently characterized as residential. She emphasized the importance of preserving the residential character and privacy of the East Island and requested clarification regarding the specific uses contemplated under the proposed zoning designation. She also raised concerns regarding the potential relocation of uses from neighboring municipalities into the Town, citing prior discussions involving the relocation of a church and potential future relocation of a post office. Concerns were expressed regarding the impact of tax-exempt properties and the resulting effect on the Town's tax base. She discussed the Police Department's temporary location and the Town's anticipated rental expenditure for the facility. She questioned whether purchasing the property could be a more financially beneficial alternative to the anticipated rental expense and encouraged consideration of a potential purchase of the property for continued Police Department use.

Dave Sanchez stated that, upon reviewing the proposed ordinance, the ordinance appeared to include provisions related to anticipated uses within the proposed Town Hall facility, including retail space. He requested clarification regarding a provision referencing an accessory gun range for the Police Department, noting that such a facility was not identified in the preliminary plans previously reviewed. He also requested clarification regarding the process that would follow adoption of the ordinance, including whether an additional ordinance or zoning amendment would be required to modify the existing zoning classifications applicable to Town-owned facilities and properties. He specifically requested clarification regarding the proposed treatment and zoning designation of Town-owned properties, including

active and passive parks, the greenway, green spaces, Causeway Island, the former Town Hall property, and Town parking lots, as well as which properties or lots would be incorporated into the proposed district and when any such changes would occur.

Mayor Salver asked the Town Planner to address those questions.

Lorrainia Belle, Town Planner, provided clarification regarding the reference in the proposed ordinance to an accessory gun range for the Police Department. She clarified that there is currently no design or proposal for a gun range as part of the Police Department facility. Rather, the provision would allow a gun range as an accessory use to the Police Department should the Police Department determine that such a facility is needed in the future. She also explained that the Local Planning Agency was currently considering the matter, which would proceed to first reading before the Town Council at the 7:00 p.m. meeting, followed by a second reading the following month. Following the second reading, the matter would return to the Town Council for consideration of rezoning applicable Town-owned properties to Government Use (GU) zoning.

Mayor Salver clarified that the regular Town Council meeting was scheduled to begin at approximately 7:00 p.m. He advised that they could speak during the current Local Planning Agency meeting or provide public comment during the subsequent regular Town Council meeting.

Mayor Salver closed the floor to public comments.

Ordinance on First Reading:

1. Consideration and approval of an ordinance on first reading amending the Town's Zoning Code to establish a new Governmental Property (GP) Zoning District and to provide regulations governing the permitted uses and development standards applicable to properties designated within the GP District. Town Manager

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES BY ADDING A NEW SECTION 23.23, ESTABLISHING PERMITTED USES, DEVELOPMENT STANDARDS, AND ADMINISTRATIVE AUTHORITY FOR THE GOVERNMENTAL PROPERTY (GP) DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Council Member Fuller raised concerns regarding the proposed landscape requirements, specifically the provision requiring a minimum of 10% of each lot to consist of landscaped green open space. He noted that the proposed district is intended, in part, to facilitate the future development of a combined Town Hall and Police Department facility. He explained that the Police Department component would have specific operational and access requirements, including a dedicated entrance to the parking garage, separate access requirements, and the need for efficient ingress and egress. These requirements could increase the amount of space necessary for vehicular access and circulation. He questioned whether the proposed 10% landscaped open-space requirement could be accommodated while providing sufficient space for the anticipated Town Hall and Police Department facilities. He requested consideration of removing or modifying the 10% requirement to provide greater flexibility in the future design and layout of the property.

Town Planner Belle clarified that the proposed 10% requirement was not based on a specific planning or operational necessity. Rather, the 10% figure was selected as a proposed standard in consideration of the existing 20% landscaping requirement applicable to multifamily development and the requirements applicable to commercial uses permitted within the B-1 zoning district.

Council Member Fuller raised a question regarding the proposed requirement that all rooftop mechanical equipment be fully enclosed and screened. He stated that the future Town Hall and Police Department facility is intended to remain within the proposed 75-foot maximum building height and that there is no intent or anticipated need to exceed that limit. He requested clarification regarding whether fully enclosed rooftop mechanical equipment would be included in the calculation of the 75-foot maximum height. He specifically referenced potential rooftop elements associated with mechanical equipment, elevator-related areas, and similar building components and questioned how such enclosed elements would be treated for purposes of the height limitation.

Town Planner Belle explained that the existing Code, including the provisions applicable to the B-1 zoning district and multifamily development, establishes a maximum building height and permits an additional 20 feet for the full enclosure of mechanical equipment. She clarified that the provision regarding the enclosure of rooftop mechanical equipment is already contained in the existing Code and is not a new requirement proposed by the ordinance. She stated that no rewording of the provision was necessary, although she indicated that it could be revised for clarification if requested.

Council Member Fuller asked whether the rooftop mechanical equipment was already required to be fully enclosed under the existing Code.

Town Planner Belle explained that the provision is already included in the Code applicable to the B-1 zoning district and multifamily development and was incorporated into the proposed ordinance for consistency. She stated that the existing regulations allow up to 20 feet above the maximum permitted building height for mechanical equipment and other permitted accessory structures or outdoor mechanical equipment. Accordingly, the provision does not establish a new height allowance but reflects an existing Code provision.

Council Member Fuller raised concerns regarding the proposed requirement that recreational facilities located on rooftops be visually screened from neighboring properties. He noted that the Town has discussed the potential use of rooftop areas in connection with the future municipal building and expressed concern that a requirement for complete screening could create design and operational limitations. He stated that the Town should seek to protect neighboring properties while maintaining sufficient flexibility to utilize rooftop areas for appropriate municipal purposes. He suggested that the screening requirement be reconsidered or modified to provide appropriate protection for adjacent properties without unnecessarily restricting potential rooftop uses.

Town Planner Belle clarified that the provision is based on existing requirements applicable to the B-1 zoning district and multifamily development. She further explained that the proposed language does not require the area to be “fully” screened; the word “fully” was removed, leaving a general screening requirement. She noted that typical screening may be achieved through landscaping, including shrubs.

Council Member Fuller requested clarification regarding the proposed language stating that rooftop recreational facilities must be visually screened from neighboring properties. He stated that the provision does not require the facilities to be “fully” screened and that the word “fully” is not included in the proposed language. He discussed whether the landscaping reference should also be removed, noting that the operative requirement is that rooftop recreational facilities be visually screened from neighboring properties.

A motion was made by Council Member Yaffe to approve the ordinance on first reading as amended, seconded by Council Member Rappaport. The motion carried with a 7-0 vote.

Adjournment:

There being no further business to discuss before the council, a motion was made by Council Member Rappaport seconded by Vice Mayor Bruder to adjourn the meeting at 6:53 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Regular Town Council Meeting
MINUTES
September 10, 2026

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Pledge of allegiance was recited by Sammy Serfer and Mayor Serfer both students at Ruth K. Broad K-8 Center.

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver, Vice Mayor Stephanie Bruder, Council Member Robert Yaffe, Council Member Molly Diallo, Council Member Elchonon Shagalov, Council Member Joshua Fuller and Council Member Eric Rappaport (arrived at 6:48 p.m.)

Absent: Interim Town Attorneys Tania Cruz-Gimenez and Carlos Gimenez.

Also Present: Town Manager Lindsley Noel.

Public Comments:

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the

Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Special Presentation:

1. Employees of the Month: May 2026, June 2026, and July 2026.

   Town Manager Noel recognized three employees as Employees of the Month for May, June, and July.

   May Employee of the Month – Jovan Janevski

   Jovan Janevski, Youth Program Aide with the BrightPath program, was recognized as the May Employee of the Month for his dedication and commitment. It was noted that Mr. Janevski has worked with the program for approximately five years and is recognized as an exemplary and self-motivated member of the Town's team. His contributions were acknowledged under the leadership of Joel Jacobi.

   June Employee of the Month – Adrian Hernandez

   Adrian Hernandez, Parks and Recreation Director, was recognized as the June Employee of the Month for his teamwork, dedication, and integrity. Mr. Hernandez was recognized for his leadership in the Town's ribbon-cutting event and for relaunching the Parks and Recreation Department following a period of inactivity. His efforts included establishing renewed structure and programming, implementing park improvements, and maintaining a strong focus on serving residents. Under his leadership, the Town relaunched a youth athletic program, expanding recreational opportunities for local youth. Mr. Hernandez was also recognized for his responsiveness, collaboration with other Town departments, and thoughtful recommendations to improve the Parks and Recreation Department and the Town as a whole.

July Employee of the Month – Cindy Alvarez

Cindy Alvarez, Deputy Town Clerk, was recognized as the July Employee of the Month for her teamwork, dedication, and integrity. Since joining the Town Clerk's Office, Ms. Alvarez has consistently gone above and beyond in supporting the Clerk's Office, her colleagues, and the Town. Ms. Alvarez was recognized for her willingness to assist with her regular responsibilities, provide support whenever needed, and contribute to the overall effectiveness of the Clerk's Office. Her dedication and support were acknowledged as valuable contributions to the Town and its residents.

2. The Childrens' Trust "Battle of the Books" 2026 Champions Awards presentation.

   Joel Jacobi, Director, Educational Programs, recognized participants in the Children's Trust Battle of the Books, an annual five-week summer reading competition for elementary school students throughout Miami-Dade County, sponsored by The Children's Trust and FIU Reading Explorers. The program promotes literacy by providing students with assigned reading materials during the summer, organized by grade level. He stated that the Town's Kindergarten–First Grade division won this year's competition, competing against 15 teams representing schools and summer programs throughout Miami-Dade County. The achievement marked the team's second consecutive championship. The following students were recognized as members of the championship team:

3. Special Presentation by Florida State Senator Ana Maria Rodriguez

   Mayor Salver welcomed and recognized State Senator Anna Maria Rodriguez and State Representative Fabian Basabe, who were present at the meeting.

   Dave Casserta, Town of Bay Harbor Islands State Lobbyist, addressed the Council regarding the Town's legislative efforts and recent successes in Tallahassee. He expressed appreciation to the Mayor and Council Members for their continued efforts to travel to Tallahassee and advocate directly on behalf of the Town and its community priorities. He also recognized the Town Manager for his responsiveness and continued coordination regarding the Town's legislative needs. He acknowledged the Town's state legislative delegation, including State Representative Fabian Basabe and State Senator Anna Maria Rodriguez, and expressed appreciation for their continued efforts to assist the Town and advocate for its priorities. He noted that the Town had a successful legislative funding cycle in the prior year and had again secured funding during the current legislative session. He stated that, although the Town was not successful in obtaining funding

for one requested project, funding was secured for another important project.

State Senator Anna Maria Rodriguez and State Representative Fabian Basabe presented the Town with a check representing the awarded state funding.

Senator Rodriguez addressed the Council and expressed her appreciation for the opportunity to be present. She emphasized the collaborative nature of the Town's legislative efforts and recognized Representative Fabian Basabe, the Mayor and Council Members, and those who travel to Tallahassee and participate throughout the legislative session and committee process. She also recognized Dave Casserta for his advocacy and efforts on behalf of the Town. She noted that, while the current year's funding was less than the prior year, the Town had nevertheless secured a significant amount of state funding in light of the annual budget evaluation process. She further stated that, although her legislative district includes Monroe County and Southwest Miami-Dade County, she takes pride in assisting the Town of Bay Harbor Islands and remains committed to supporting the Town's needs and priorities to the extent possible.

Representative Basabe thanked the Mayor and Council for the opportunity to address the Town and expressed appreciation for the ongoing partnership between the Town and its legislative delegation. He recognized the efforts of the Mayor, Council Members, and legislative representatives in advocating for the Town's priorities and noted the importance of continued collaboration. He discussed the challenges associated with state budget reductions during the current year and noted the Town's continued success in securing legislative funding. He emphasized the importance of the Town's advocacy and the results achieved through the collaborative efforts of Town officials and its legislative partners. He also discussed continued efforts to support local schools, including funding for school infrastructure improvements and the replacement of chillers. He stated that additional improvements to school facilities and the HVAC system remain priorities. He further emphasized the importance of supporting teachers, improving compensation, and maintaining accountability regarding the use of public funds and implementation of funded projects. He thanked the Mayor and Council for their continued partnership and stated that additional work remains to advance the Town's and community's priorities.

Dave Casserta announced that the Town had been awarded $450,000 in state funding for its stormwater project. He noted that the funding would provide significant assistance toward the project.

Requests for Withdrawals, Deferments and Future Agenda Items:

Town Manager Noel requested to defer item 11 (Consideration and approval of an ordinance on second reading amending section 18-5 of the Town Code requiring developers to provide inspection and restoration of roadway work within 30 days as determined by the Town) and item 14.

Council Member Fuller asked whether the ordinance could be deferred on second reading without restarting the ordinance process.

Town Attorney Gimenez clarified that the ordinance could be deferred to a subsequent second reading and that the process would not have to begin again from the first step.

Mayor Salver requested an update regarding the status of the Town's Bridge Investment Program (BIP) grant application. He expressed concern about proceeding with a project that could obligate the Town to approximately $15 million in costs without identified funding sources and requested that the Town receive the grant determination before proceeding further.

Council Member Yaffe asked Town Manager Noel to explain the contingency plan if the Town does not receive the requested BIP grant funding. He noted the Mayor's concern that, without the grant funding, the Town may not have sufficient funds to proceed with the design phase of the project.

Town Manager Noel explained that the Town currently has sufficient fund balance to fund the design phase of the project and that proceeding with the design is consistent with the project's current schedule. He acknowledged the Mayor's concerns regarding the status of the BIP grant funding and the potential financial implications for the Town if the grant is not awarded.

Council Member Yaffe stated that the BIP grant application had been submitted that day. He expressed concerns that delaying the project could further postpone the design and implementation schedule. He emphasized that, given the condition of the bridge, any delay in advancing the project was a concern.

Council Member Fuller expressed concern regarding a potential delay in advancing the bridge project. He questioned whether delaying the project could create an issue with the timeline or representations included in the Town's recently submitted BIP grant application, noting that the Town had represented that the project was moving forward. He stated that the Town should consider whether any delay could affect the grant application or create a conflict with the submitted project schedule.

Mayor Salver asked whether, upon approval of the item, the Town would already have a contract in place for the design work associated with the bridge project.

Town Manager Noel clarified that the design contract would need to be negotiated and subsequently brought back before the Town Council for consideration and approval. No contract would be executed as part of the current approval.

Mayor Salver confirmed that approval of the item would not authorize the expenditure of funds for the design contract, which would be brought back before the Town Council for consideration and approval.

Town Manager Noel clarified that the approval was for the selection of the firm to provide the design services.

Discussion among council took place further to clarify that the item provides for selection of the primary design firm and authorization to negotiate with the selected firm. The authorization is subject to the Town and the selected firm reaching mutually acceptable terms. If an agreement cannot be reached, the matter would proceed accordingly with the next firm, as applicable.

Council Member Yaffe clarified that, following selection of the top-ranked firm, the Town Manager and staff would engage in negotiations with the selected firm to determine whether mutually acceptable contractual terms could be reached. Any negotiated agreement would subsequently be brought back before the Town Council for consideration and approval. He further noted that, if negotiations with the top-ranked firm were unsuccessful, the Town could proceed to negotiations with the next-ranked firm, as applicable.

Town Manager's Report:

Town Manager Noel provided his report and highlighted key updates since the August 19, 2026 regular Town Council meeting.

Bridge Investment Program: He reported that on August 27, 2026 he participated in a discussion with the U.S. Department of Transportation regarding the Town's Bridge Investment Program (BIP) application. Following that discussion, the Town Council approved funding commitments for the Town's required 50% match at a special meeting. He reported that a supplemental application was submitted to the U.S. Department of Transportation on September 10, 2026. He also reported that he accompanied Council Members Shagalov and Diallo on separate informational marine patrol rides aboard the Police Department's new vessel to observe the condition of the Town's bridges and seawalls. He noted that any Council Member interested in participating in a tour may contact his office to arrange one.

Parks and Recreation: He reported that Senior Bingo on August 20, 2026 had more than 35 participants. The new Mahjong program began its August 24–October 18, 2026 session, with classes held on Tuesdays. Full Moon Yoga on August 27, 2026 had a record 27 participants, and the outdoor fitness series at 95th Street Park averaged approximately 8–12 participants. The after-school athletic program began on September 1, 2026 with soccer as the first session and will continue through December 17, 2026. The Senior Dinner was scheduled for September 17, 2026 at 6:00 p.m.

Budget and Community Events: The Town held its first budget hearing on September 8, 2026. He reminded the public that the September 11th Remembrance Ceremony would be held at 10:00 a.m. at 95th Street Park in observance of the 25th anniversary of September 11 and in recognition of those who lost their lives and the courage and service of first responders. The final budget public hearing is scheduled for September 24, 2026 at 6:00 p.m. at the Community Center. He also announced that Florida Licensing on Wheels (FLOW) would provide driver license and identification services on September 25, 2026 from 10:00 a.m. to 2:00 p.m.; appointments are required.

Kayak Park: He provided an update regarding the kayak park following individual meetings and discussions with Council Members. He reported that all Council Members supported continuing construction, with a majority favoring relocating the kayak rental structure farther northwest on the property from its originally proposed location. Two Council Members expressed interest in adding a third parking space, subject to permitting and provided that no green space is lost. Several Council Members also recommended updating the existing landscaping with more colorful plantings, including vegetation that is less attractive to iguanas. Staff recommended installation of a four-foot fence along the seawall with key-fob access, designed to meet ADA requirements. The kayak launch was reported to be nearly complete, with interior improvements expected to continue through October.

Sewer Rehabilitation: He reported that lateral sewer repairs had been completed. Approximately 50% of the lockable manhole covers had been installed, and manhole lining was approximately 60% complete. System-wide flow monitoring was continuing as part of the Cycle 3 sewer evaluation, which is due November 12, 2026. The 100th Street Ejector Station had received all required permits and was approximately 80% complete.
Flood Insurance / Community Rating System: He reported that FEMA was reviewing the Town's request to improve its Community Rating System classification from Class 9 to Class 7. If approved, eligible residents would receive additional flood insurance discounts. He expressed appreciation to the Town Engineer for his work on the request.

Bridge Repairs: He reported that emergency repairs to the existing bridge had been completed. Steel plates for the deteriorated expansion joints were expected to be installed beginning in September. Bids for larger structural, electrical, and mechanical repair projects were due September 16, 2026 following the September 2, 2026 pre-bid meeting. Public Works staff also completed bridge maintenance and delineator repairs during August.

95th Street Park: He reported that shade canopies for 95th Street Park were anticipated to be installed during September. The tot lot renovation began August 24, 2026 and remained within the anticipated four-to-six-week construction period, subject to completion and inspection.

Building Permitting and Parking: He reported that the new GovWell building permit portal was completed and launched on September 1, 2026. He described the portal as an important step toward more efficient permit processing for residents and businesses and noted that additional modules would be implemented in the future. He also reported that the Town's transition to digital parking permits was continuing.

Indian Creek Project: He informed the Mayor and Town Council that the applicant for the Indian Creek project at 9110 Westview Harbor Drive had requested permission to begin construction at 7:00 a.m. for a two-month period. In exchange, the applicant offered to install the planned kayak park fence and a fence along the tot lot seawall. He explained that the kayak park fence had previously been contemplated as a change order following discussions with several Council Members. The request was not included on the evening's agenda because there had not been sufficient time to properly advertise the matter. He provided the information to the Council for its awareness and stated that he would be available to answer questions.

Council Reports:

Council Member Shagalov commended the Town Manager and Town staff for their work and dedication to the Town. He specifically recognized the Town Manager for his assistance and engagement, the Finance Department for its detailed review of the budget, and the Communications team for the improved quality and presentation of the *Islander*. He also expressed appreciation to the Town Clerk for her responsiveness and assistance even when she was on vacation. He also recognized the Police Department, including Commander Tomas Rego, for their professionalism and service. He reported that he had also met with the attorneys who had submitted proposals for the Town's legal services and noted that he had received feedback from residents regarding the need for continued communication concerning traffic and safety conditions along 96th Street. He specifically referenced recent incidents involving the property on the north side near Broadview Terrace and the bridge area on the south side at East Broadview and 96th Street. He requested that the Town continue to keep residents informed regarding the measures being considered or undertaken to address these concerns. He concluded by expressing his appreciation to the entire Town team for its dedication and service to the community.

Council Member Yaffe joined in expressing appreciation to the Town staff for the budget presentation and the work involved in preparing the budget materials. He acknowledged the challenges associated with the reorganization of certain funds and commended staff for providing a thorough and effective presentation. He also expressed appreciation for the work of staff in producing the *Islander* newsletter and noted that he had received positive feedback regarding the publication. He reported that he attended the most recent Miami-Dade County League of Cities meeting and was reappointed to the League's Finance and Taxation Committee, on which he has served for several years. He noted that the committee would meet during the upcoming months and emphasized the importance of Council Members' participation in the League of Cities and related meetings, including advocacy efforts in Tallahassee. He stated that active participation provides an opportunity for the Town to remain engaged on issues affecting municipalities and to advocate for the Town's interests at the state level.

Council Member Fuller echoed his colleagues' appreciation for Town staff and recognized the work performed in connection with the *Islander* newsletter and the budget presentations. He specifically thanked staff for their efforts in preparing and submitting the amended Bridge Investment Program (BIP) grant application following the Town's debrief with the U.S. Department of Transportation. He noted that the application required substantial coordination and work within a limited timeframe and expressed appreciation to the Town Manager, Finance Department, and other staff members involved in the submission. He reported that he had been reappointed to the Florida League of Cities' Development and Growth Management Committee. He explained that the committee addresses growth management issues affecting municipalities throughout Florida, including matters related to development and home rule. He also noted his recent participation in the Florida League of Cities conference and expressed appreciation to Town staff and Council colleagues for their efforts during the preceding weeks.

Council Member Rappaport expressed appreciation to Town staff for their continued work and joined his colleagues in commending staff on the *Islander* newsletter, specifically noting its design, presentation, and marketing. He reported that he attended Sheriff Rosie's High Holiday Security Briefing at the Miami-Dade Sheriff's Office. He expressed appreciation to the Town Manager and Police Chief for the invitation to attend and noted that the briefing provided an opportunity to hear from local, state, and federal law enforcement representatives regarding security and efforts to protect the community. He also thanked Commander Tomas Rego and Officer Trinidad Gonzalez for accompanying him to the briefing, He expressed appreciation to the Town for organizing the 25th anniversary September 11 remembrance ceremony and stated that he looked forward to attending the commemoration.

Council Member Diallo joined her colleagues in expressing appreciation to Town staff for their work and commitment in preparing for Town Council meetings, particularly during weeks involving multiple meetings and events. She congratulated Jovan, Adrian, and Cindy on their Employee of the Month recognition and commended them for their hard work and contributions to the Town. She also recognized the students honored earlier in the meeting and noted that their accomplishments were uplifting to the community. She reported that she attended the Florida League of Cities conference. She also expressed appreciation to Commander Rego for accompanying her on an informational marine patrol tour. She noted that the tour provided an opportunity to observe the condition of the Town's bridges and seawalls and gain a better understanding of the Town's infrastructure needs.

Vice Mayor Bruder extended wishes to everyone for a happy and healthy New Year. She expressed appreciation to the Town's staff, commending them for their diligence, hard work, and continued commitment to the Town.

Mayor Salver introduced Bonita Jones Peabody who is running for judge in the upcoming election.

Bonita Jones Peabody addressed the Town Council and expressed appreciation for the opportunity to attend the meeting. She stated that she had been invited by Council Members Robert Yaffe and Joshua Fuller following a League of Cities meeting and expressed her appreciation for the Town and its community. She stated that she had practiced law in Miami-Dade County for approximately 35 years and had experience in various areas of state law, including juvenile, family, criminal, probate, and guardianship matters. She also stated that she had trained and supervised other attorneys and had provided legal guidance to judges. She stated that she is seeking election to serve as a Circuit Court Judge. She described her judicial philosophy as emphasizing fairness, respect, impartiality, and application of the law as written. She stated that judges should understand the communities they serve, listen to the public, and apply the law without acting in a legislative capacity. She provided information regarding her judicial campaign and invited those interested to review her qualifications. She concluded by offering to answer questions and hear the community's perspectives regarding the qualities they seek in a judge.

Mayor Salver joined his colleagues in expressing appreciation to Town staff for their work and efforts in preparing the budget. He acknowledged the significant workload associated

with the budget process and stated that his detailed and demanding approach was intended to reflect his commitment to working collaboratively with staff as a member of the Town's team. He reported that the Florida League of Cities held its annual convention in Hollywood, where new leadership was elected. He stated that the incoming President appointed him to serve on the Executive Committee for the upcoming year. He further reported that the Executive Committee had held a meeting since the Town's previous regular meeting, during which Amendment 3 and its potential impact on municipalities were discussed. He reported that he and the Town Manager met with Daniel Rokea, the developer of the property immediately north of the West Relief Bridge in North Miami. He stated that the discussion concerned the property and that any matters requiring further consideration would be brought before the full Town Council. He also referenced the September 8, 2026 budget hearing and noted that the Town Council approved the budget on first reading. He stated that several matters remained under consideration and expressed the Council's preference to limit any increase in taxes to the extent possible. He concluded by noting that he attended a gathering of Barrier Island mayors held in honor of the election of Key West Mayor Samuel Kaufman and expressed appreciation for the opportunity to participate.

Public Comment: *Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any*

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Candice Thomas stated that she is a resident of Island Point Condominiums and leader of the Bay Harbor Islands Book Club, and addressed the Town Council regarding the Book Club's request for continued support with community advertising. She stated that the Book Club has been active since 2017 and provides a free service to the community, with monthly meetings held at the Community Center. She explained that members take turns selecting books and leading the monthly discussions. She stated that, until recently, the Book Club was featured in the Town's newsletter with the title of the selected book, a brief description, and the meeting date, time, and location. She reported that the format had recently been changed to a smaller, one-line notice that does not identify the book being discussed. She stated that she met with Parks and Recreation Director Adrian Hernandez on May 27, 2026 to discuss the history and operation of the Book Club. She reported that questions were raised during that meeting regarding the selection of books following an unidentified complaint concerning a book previously selected by the Club.

She stated that, following the meeting, the Book Club's notice in the Town newsletter was reduced to the abbreviated format. She provided the Council with examples of the current and prior newsletter notices for comparison. She expressed concern that the abbreviated notice has affected the Book Club's ability to attract new participants because prospective members are not provided sufficient information to know which book will be discussed. She stated that representatives of the Book Club subsequently met with the Town Manager to discuss the matter and requested the Council's support in restoring more informative community advertising for the Book Club. She noted that another Book Club representative would continue the presentation regarding the value of book clubs to the community.

Council Member Fuller expressed agreement with the concerns raised regarding the Book Club's newsletter notice. He stated that the Book Club should be permitted to include the title of the book in its community meeting announcement and expressed support for restoring the more detailed format previously used in the Town newsletter. He emphasized the importance of promoting community involvement and providing residents with meaningful information and stated that the Book Club should have discretion regarding the selection of books. He expressed opposition to the change in the format and stated that he supported returning to the prior format.

Council Member Yaffe expressed agreement with the comments regarding the Book Club's newsletter notice. He stated that an individual complaint concerning a book should not, in his view, justify removing the book title from the Book Club's community announcement. He noted that the purpose of the notice was to provide information to the community and expressed support for continuing to identify the book being discussed.

Council Member Fuller clarified that the Town is not responsible for selecting the books featured by the Book Club but rather is simply providing community advertising for the privately operated Book Club and the information it chooses to share.

Mayor Salver noted that the Town has both a Parks and Recreation Director and a Communications Director and stated that he did not recall the Council previously becoming involved in determining the specific content included in the Town's newsletter. He stated, however, that he understood that more than one individual had expressed concerns regarding a particular book selected by the Book Club.

Council Member Yaffe stated that, regardless of the number of individuals who may have expressed concerns regarding a particular book, the Book Club is a longstanding community service that has operated since 2017. He noted broader concerns regarding efforts in various communities to restrict or remove books from libraries and schools. He reiterated that the Town does not select the Book Club's titles, but rather relays information provided by a third party through the Town's newsletter, as it does with other community information.

Council Member Fuller clarified that the Town's inclusion of the Book Club's information in the newsletter does not constitute an endorsement of any particular book or indicate that the Town approves or disapproves of its content. He stated that the Town is simply relaying information regarding the book selected by the Book Club and its meeting, without providing commentary or expressing a position as to whether the book is appropriate.

Mayor Salver stated that, in his view, including the Book Club's information in the Town's newsletter could itself be perceived as a statement or endorsement, similar to using the Town's letterhead for correspondence. He acknowledged the Council Members' interest in the matter and suggested that the issue be placed on the agenda for the following month for further discussion.

Vice Mayor Bruder questioned the reason for the reduction in the size and content of the Book Club's newsletter notice, noting that the Town had advertised the Book Club since 2017. She stated that, if an individual does not agree with or is not interested in a particular book, they may simply choose not to read it or participate in the Book Club. She expressed concern that limiting the information provided could lead to a broader issue of the Town determining which books are appropriate to publicize and emphasized that she did not believe the Town's role should involve censorship of the Book Club's selections. She requested clarification regarding why the Book Club's advertisement had been reduced from its previous format and who made the decision to change it, directing the question to the Town Manager.

Town Manager Noel explained that he made the decision to modify the Book Club's newsletter notice as part of the recent redesign of the Town's newsletter, which included changes to the placement of the notice. He stated that, after becoming Town Manager, he met with members of the Book Club to better understand its history and operation. He noted that the Book Club advised that the Town is not involved in selecting its books and that the group did not want the Town involved in the selection process. He further stated that the Book Club uses a Town facility for its meetings and that, to his knowledge, it is the only committee or group utilizing a Town facility in this manner. He expressed concerns regarding the Town's potential liability associated with publicizing the Book Club's selected materials, particularly because the Book Club's materials are not identified as being intended specifically for adults or juveniles. He noted that the content or rating of a selected book could vary and stated that he had concerns regarding the books selected and the extent to which the Town should advertise those selections. He emphasized that, because the information is being advertised through the Town, he believed the issue raised potential liability concerns.

Council Member Fuller noted that the Town's newsletter also provides complimentary promotional coverage to businesses, including announcements regarding new businesses and stories highlighting existing businesses within the Town.

Town Manager Noel clarified that businesses pay for advertising space in the Town's newsletter. He stated that there is no other content included on a consistent month-to-month basis in the same manner as the Book Club, other than information concerning Town vendors. He reiterated that he had concerns regarding the Town's continued inclusion and presentation of the Book Club's information in the newsletter.

Council Member Fuller acknowledged the Town Manager's concerns but noted that the Town occasionally provides complimentary promotional coverage for businesses, such as welcoming a new business to the Town's business district. He stated that such coverage could similarly be perceived as an endorsement by the Town. As a potential approach, he suggested that the Town continue providing the Book Club with the same type of informational content it has provided in the past while adding a disclaimer to the newsletter stating that advertisements or other third-party information included in the publication do not constitute an endorsement by the Town. He suggested that the Council could develop appropriate disclaimer language to clarify that the Town is republishing information from third-party sources without endorsing the content, thereby providing a means of addressing the issue without selectively limiting the information provided.

Council Member Rappaport stated that the Book Club should have a prominent place in the Town's newsletter and supported continued advertising of the Book Club. However, he expressed agreement with the Town Manager's position that the Town should not include the title of the book being read, noting that the Book Club is not a Town committee and that limiting the information to the existence of the Book Club would address potential liability concerns. He stated that the matter should not become an issue of censorship and supported finding a middle ground by prominently advertising the Book Club without identifying specific book selections.

Council Member Diallo proposed exploring whether the Book Club could partner with the public library located in the Town facility, noting that the library may already host book clubs. She suggested that the library could potentially host or facilitate the Book Club, which could provide an alternative arrangement that would not involve the Town directly. She asked whether this option had previously been explored and whether the library currently offers book club programming.

Vice Mayor Bruder stated that the library's operating hours may not accommodate the Book Club's current schedule and noted that the Book Club has been in existence since 2017. She reiterated that the Book Club needs to identify the book being discussed so that interested residents can determine whether they wish to participate. She suggested addressing the Town Manager's liability concerns by having the Town Attorney develop an appropriate disclaimer to be included with the Book Club's newsletter notice, clarifying that the Town does not endorse or assume responsibility for the content of the book.

Mayor Salver stated that the matter should not be addressed through an immediate decision or informal changes. He noted that the Town Manager is responsible for the administration of the newsletter and had heard the Council's comments. He suggested that the Town Manager consider the various suggestions raised during the discussion and, if appropriate, address the matter in a future Manager's Report in an effort to identify a resolution that addresses the concerns of the Book Club and the Town.

Council Member Diallo asked whether the Book Club currently has an age restriction, specifically whether it is limited to adults 18 years of age and older. She sought clarification as to whether there are any age requirements or other attendance rules for the Book Club.

Town Manager Noel clarified that the Town does not have any established age restrictions or other attendance rules governing participation in the Book Club.

Council Member Yaffe stated that the Town welcomes businesses and may promote new businesses even though individual residents may have differing opinions or concerns regarding a particular business. He explained that, from his perspective, the purpose of the newsletter is to provide information to the community. He clarified that his concern was not whether the content might offend someone, but rather the Town's role in providing informational content through its newsletter.

Town Manager Noel reiterated that his concerns related to the nature and content of the Book Club, who is permitted to participate, and who is responsible for overseeing or facilitating the group. He questioned who is responsible for the Book Club's activities and what information or rules govern participation.

Council Member Yaffe expressed concern regarding the extent to which the Town should become involved in regulating or scrutinizing a community book club. He questioned whether it was necessary for the Town to oversee or police the selection of books for a longstanding community activity.

Nan de Laubadere stated that book clubs provide an opportunity for individuals with different backgrounds, experiences, beliefs, and perspectives to come together to listen, think, and learn from one another. She explained that the value of a book club is not that participants agree on every issue, but that they are able to engage in thoughtful discussion and gain a greater understanding of different perspectives. She stated that the Bay Harbor Islands Book Club has consistently reflected that purpose, with each book selection providing an opportunity for members to learn, question, and engage in discussion. She expressed concern that publishing future book selections through the Town could shift the focus from open exploration and discussion to outside judgment regarding whether a particular book is considered acceptable before it is read or discussed. She stated that book selections should be based on their value to the group, including whether they are meaningful or thought-provoking, rather than whether they may generate controversy. She emphasized that the Book Club is intended to foster curiosity, empathy, and respectful dialogue and stated that these qualities benefit the community. She referenced the concerns that arose regarding a particular book selection and stated that the purpose of the Book Club is not to endorse a particular viewpoint.

Dave Sanchez addressed the Town Council regarding the toll pass program and requested information regarding the financial impact of the various toll pass options considered by the Town. He asked whether the Finance Director had provided alternative proposals or projections showing the anticipated effect of the toll pass program on the Town's finances. He stated that he had previously opposed increasing the toll rate from $2.00 to $3.25 and expressed interest in understanding the financial considerations underlying the selected rate and the longer-term implications of the toll pass plan. He also requested additional information regarding toll pass usage, including the number of users, the number purchasing six-month passes, and the proportion of users who are Bay Harbor Islands residents, residents of neighboring municipalities, or employees of those municipalities. He stated that this information would help the public better understand the toll pass program and its financial impact on the Town. He expressed the view that the

discount available to Bay Harbor Islands residents should also be extended to residents of Surfside and Bal Harbour, noting that the Town's access to the mainland is an important route for residents of those municipalities. He also commented on the Town's newsletter, stating that he preferred the newer "Wave" format. Regarding the Book Club discussion, he stated that he viewed the Book Club as a positive community organization and supported its inclusion in the newsletter. He acknowledged that appropriate rules or disclaimers could be established and referenced other municipalities that include disclaimers in their newsletters clarifying that certain content does not necessarily represent the views of the municipality. He expressed support for including Book Club information in the Town's newsletter with an appropriate disclaimer.

Fran Neuhut addressed the Town Council regarding the Town's budget, comprehensive planning, property rights, the Ruth K. Broad Bay Harbor K-8 school, and infrastructure concerns. She expressed concern regarding the increase in property taxes and stated that residents should have greater opportunity to participate in discussions concerning the Town's budget and comprehensive planning. She referenced the property rights element of the Comprehensive Plan and stated that the Ruth K. Broad Bay Harbor K-8 school is an important part of the community. She also expressed concerns regarding the Town's infrastructure, particularly the condition and accessibility of the bridges and seawalls. She stated that certain bridges lack sidewalks and referenced cracking she observed in the seawall area adjacent to a new development. She raised concerns regarding the proximity of the development to the bridge and stated that she believed the setback provided was insufficient. She referenced the Surfside condominium collapse in expressing concerns regarding building safety and the condition of Town-owned infrastructure.

Patricia Warner a member of the Book Club since its inception in 2017, addressed the Town Council regarding her experience with the organization. She stated that, over the years, the Book Club had provided opportunities to read and discuss a wide range of books and to engage in discussions involving different perspectives and ideas. She explained that members collectively propose books and narrow the selections to approximately six books for the upcoming six months. She described the experience as valuable and noted that membership has changed over the years as individuals have moved away or returned. She expressed concern that the group had become smaller and that the perceived lack of Town support had been discouraging. She stated that she was encouraged by the comments expressed during the Council discussion but expressed disappointment regarding what she characterized as a lack of transparency concerning the changes to the Book Club's newsletter notice. She stated that four Book Club members had met with the Town Manager, Parks and Recreation Director Adrian Hernandez, and the newsletter editor to discuss the matter. She reported that differing explanations had been provided regarding whether complaints had been received and whether there was sufficient space in the newsletter to include the book title and description. She stated that, based on her review of the most recent newsletter, she believed there was sufficient available space for the Book Club information and questioned the decision to reduce the notice to a single line. She further stated that the Town Manager had requested that the Book Club provide its requested format and that the group had submitted its request twice but had not received a response after approximately two months. She expressed disappointment with the process and emphasized the importance of transparency, communication, and responsiveness

between the Town and members of the community.

Kathleen Kennedy addressed the Town Council and expressed appreciation to Bonita Peabody for attending the meeting and wished her well. She also thanked State Representative Fabian Basabe for attending. She raised several matters, including the posting of notices concerning upcoming elections and stated that she believed election-related notices should be more widely displayed throughout the Town, as she had observed in other communities. She stated that she had previously raised the matter with the Town Manager and had not received a response. She also raised concerns regarding Parks and Recreation operations and communication, including the placement of decorations at Town facilities. Regarding the Town's budget, she stated that she had suggestions for reducing expenses, particularly in light of the increase in insurance costs. She questioned certain Town expenditures and expressed the view that additional reductions should be considered. She further expressed concerns regarding Town facilities and expenditures, including the cost associated with the temporary police facility. She discussed the history of the kayak park project and stated that she had initially proposed the project while serving as Parks and Recreation Chair. She requested that the kayak park be named in honor of Linda Zilber and stated that she had previously asked the Town Manager to place the matter on the agenda. She also referenced matters involving Indian Creek and expressed appreciation for the Indian Creek Police Department.

Ree Stopper requested that the Town provide an accommodation or other means of enabling her to hear during Council meetings, stating that she had previously requested assistance but had not yet received a solution. She noted that the Town of Bal Harbour had provided accommodations that enabled her to hear and asked the Town to address her request. She also raised concerns regarding student enrollment at Ruth K. Broad Bay Harbor K-8 School. She questioned whether the school was exceeding the enrollment levels established under the applicable agreement and stated that overcrowding was contributing to traffic congestion and other impacts on residents. She requested that the Town review the agreement and determine what measures could be taken to address the enrollment levels. She also commented on the selection of the Town's legal counsel. She questioned the inclusion of certain firms and individuals in the attorney selection process based on her understanding of their prior involvement with other municipalities. She specifically raised concerns regarding the potential selection of firms that had previously represented or had been involved with the Town of Bal Harbour and referenced matters involving former counsel and outstanding funds. She stated that, based on her knowledge of the history of those matters, she believed the Council should take those circumstances into consideration when evaluating the attorney selections.

Linda Zilber expressed appreciation for individuals who volunteer their time to serve on Town committees, chair committees, and assist members of the community. She specifically recognized an individual present at the meeting for her service and contributions to the Town's seniors and residents. She expressed her gratitude for that individual's assistance and requested that the Town Council also formally acknowledge and thank her for her service.

Town Manager Noel responded to the comments regarding the Book Club newsletter notice and accessibility accommodations. He clarified that his office had not received any formal complaints concerning the Book Club or the material published in the newsletter, although he understood that the Mayor had received comments or complaints. He stated that the Town does not make decisions regarding newsletter content based on an individual complaint and explained that administrative decisions are instead based on what is determined to be in the Town's best interest, including consideration of potential liability. He explained that the Book Club's newsletter advertising had previously been subject to administrative review because there were no established parameters governing the content of such notices. He stated that the Book Club was asked to submit its request in writing, which it did, and that the request remains under administrative review. He noted that he had also consulted with the Town Attorney regarding the matter and indicated that staff was considering the issues and suggestions raised during the discussion. Regarding accessibility, he stated that the Town had procured Granicus an agenda software program to assist with ADA compliance by providing live captioning during Council meetings and other proceedings. He explained that the system would provide subtitles for statements made during meetings to improve accessibility for individuals with hearing impairments.

Council Member Fuller requested that staff follow up regarding the current enrollment at Ruth K. Broad Bay Harbor K-8 School. He stated that, based on his understanding, enrollment is below the maximum permitted level for the current school year and that enrollment numbers have decreased. He noted that this may explain why students from outside the Town are being permitted to attend the school. He requested that the matter be verified, noting that he did not expect an immediate response.

Council Member Yaffe stated that Ruth K. Broad Bay Harbor K-8 School had been designated as a community school and expressed concern about the potential impact of declining enrollment on public schools. He noted that, based on his understanding, the school is currently underenrolled and that students from Miami Shores and other surrounding areas are being permitted to attend in order to maintain enrollment levels. He emphasized the importance of maintaining sufficient enrollment at the school and expressed concern that declining enrollment could potentially affect the school's long-term viability.

Committee Reports:

Consent Agenda: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

A motion was made by Vice Mayor Bruder seconded by Council Member Fuller to approve the consent agenda. The motion carried with a 7-0 vote.

4. July 29, 2026 Special Town Council Meeting – Budget Workshop Minutes
   July 29, 2026 Special Town Council Meeting Minutes

Approved on Consent.

5. Consideration and Approval of a Resolution ratifying the appointment of TerryAnn S. Howell, Esquire of the Conrad & Scherer, L.L.P, as Special Magistrate to conduct administrative hearings on code violations for the Town of Bay Harbor Islands. Town Manager.

   A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, RATIFYING THE APPOINTMENT OF TERRYANN S. HOWELL, ESQUIRE, OF CONRAD & SCHERER, L.L.P., AS SPECIAL MAGISTRATE TO CONDUCT ADMINISTRATIVE HEARINGS RELATING TO CODE ENFORCEMENT MATTERS FOR THE TOWN OF BAY HARBOR ISLANDS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

   Approved on consent.

Public Hearing:

6. Consideration and approval of a private TDR transaction of the transfer of one (1) dwelling units from 9290 West Bay Harbor Drive to 1150 93 Street. Enclosed is a copy of the application, contract, plans, and other supporting documents. Town Manager.

   Mayor Salver opened the floor to public comment.

   The following individual from the public spoke:

   Fran Neuhut addressed the Town Council regarding historic Transferable Development Rights (TDR) acquisitions and a proposed redevelopment project. She referenced information indicating that TDRs had previously been acquired for a prior redevelopment project involving Lots 4 and 5 that did not proceed. She questioned the continued consideration of the previously acquired development rights and the request for additional TDRs associated with the proposed project. She expressed concern regarding the number of residential units contemplated for the property and stated that the project would further exacerbate existing parking concerns affecting residents, businesses, and the Gateway Hotel. She questioned whether previously proposed development rights could continue to be relied upon after the original project did not proceed within the applicable timeframe and referenced the Town's development regulations and applicable deadlines. She also noted that the Town has a new Town Manager and Town Planner and stated that she had attended a meeting with the new Town Planner earlier that day.

   Mayor Salver closed the floor to public comment.

   Mayor Salver clarified for the record that the agenda item under discussion involved a single transfer of Transferable Development Rights (TDRs) associated

with a private project. He stated that this clarification was intended to avoid any misunderstanding regarding the scope of the item.

A motion was made by Vice Mayor Bruder to approve the item, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

Ordinances on Second Reading:

7. Consideration and approval of an ordinance on second reading creating additional enforcement authority related to Business Tax Receipts and authorized uses. Town Manager

   AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN CODE OF ORDINANCES, CHAPTER 13, SECTIONS 13-2, 13-3, 13-4, AND 13-5, TO UPDATE THE SCHEDULE OF LOCAL BUSINESS TAXES AND FEES; UPDATING THE MINIMUM BUSINESS TAX AMOUNT AND ADMINISTRATIVE OFFICE FEE; UPDATING THE APPLICATION FEE AND TRANSFER FEE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

   Town Manager Noel read the title of the item into the record.

   Town Clerk Herbello read the title of the ordinance into the record.

   Mayor Salver opened the floor to public comments.

   The following individual from the public spoke:

   Fran Neuhut addressed the Town Council regarding the issuance and approval of Business Tax Receipts (BTRs). She stated that, based on her experience as a business owner, she had concerns regarding the process and the respective authority of Town staff and the Council in approving BTRs. She expressed concern that businesses or properties subject to code enforcement issues, stop-work orders, or other unresolved violations could receive a BTR and continue operating or performing work. She also raised concerns regarding consistency in the timing and requirements for issuing BTRs. She stated that some businesses had experienced lengthy processes to obtain their BTRs, while others appeared to receive them shortly after commencing operations. She referenced additional requirements applicable to certain businesses, including restaurants, and questioned whether the Town's BTR process was being applied consistently. She expressed concern regarding the relationship between the BTR process, Code Compliance, the Town Planner, and the Town Manager and requested greater consistency and adherence to applicable requirements.

   Mayor Salver closed the floor to public comment.

   A motion was made by Council Member Yaffe to approve the ordinance on second reading, seconded by Council Member Fuller. The motion carried with a 6-0 vote

with Vice Mayor Bruder absent.

8. Consideration and approval of an ordinance on second reading prohibiting businesses and vacation rental properties from renting micromobility vehicles to patrons. Town Manager.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 18 ("TRAFFIC AND VEHICLES") OF THE TOWN CODE OF ORDINANCES; AMENDING SECTION 18-12 ("REQUIREMENT FOR PASSENGERS UNDER 16 YEARS OLD; PROHIBITION FOR OPERATORS UNDER 16 YEARS OLD.") TO PROHIBIT BUSINESSES AND VACATION RENTAL PROPERTIES FROM RENTING MICROMOBILITY DEVICES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

The following individual from the public spoke:

Fran Neuhut thanked the Police Department for its enforcement efforts concerning e-bikes and age-related requirements. She questioned the provision prohibiting the rental of e-bikes and asked why the prohibition was included when the Town already has an ordinance regulating e-bikes. She requested clarification regarding the purpose and requirements of the provision.

Mayor Salver closed the floor to public comment.

Council Member Rappaport explained that visitors to the Town may not be familiar with the Town's laws and regulations, and that hotel operators or other parties may not always be aware of the applicable requirements. He stated that the intent of the provision, as discussed when it was initially considered, was to address situations involving individuals who may not be responsible for complying with the requirements, including underage individuals. He clarified that the provision no longer applies to individuals under 16. He stated that adults are responsible for deciding whether to wear a helmet, and that an adult's decision not to wear one is their own responsibility. He referenced a recent fatal e-bike incident involving a 10-year-old girl in Northwest Miami-Dade and expressed appreciation that the Town has regulations addressing e-bike safety and related requirements.

Council Member Yaffe expressed appreciation that the Town has enacted ordinances and installed signage addressing e-bike regulations. He suggested that, periodically, Public Service Aides could be present on weekends to observe e-bike activity and promote compliance, particularly in areas where riders are prohibited from riding over the bridges. He noted that individuals continue to ride

past the posted signs despite the restrictions.

Mayor Salver commended Town staff for their work on the matter and expressed appreciation to Council Member Rappaport who had worked diligently on the issue. He stated that the effort would benefit the Town as a whole.

A motion was made by Council Member Rappaport to approve the ordinance on second reading, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

9. Consideration and approval of an ordinance on second reading amending Section 20-9 of the Town Code adopting Miami-Dade County's sewer service pass-through increase effective October 1, 2026. Town Manager

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING SECTION 20-9 OF THE TOWN CODE TO INCREASE THE MONTHLY BASE AND FLOW CHARGES FOR SEWER SERVICE TO $37.18 AND $14.22 RESPECTIVELY; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Town Manager Noel explained that the sewer charge is a pass-through cost rather than a Town-generated business or property charge. He stated that the Town receives the sewer service primarily through Miami Beach because the Town's sewer system passes through Miami Beach, and that the resulting rate increase is passed through to Town residents.

Mayor Salver provided additional context regarding the Town's sewer services agreement with Miami Beach. He stated that the agreement was recently renewed and that the terms of the proposal were materially revised, which he characterized as unfavorable to the Town's consumers. He noted that the Town remains dependent on Miami Beach's sewer system for these services and is therefore required to address the resulting rate changes.

Town Manager Noel added that, during the most recent executive meeting, the Council discussed the possibility of changing the direction in which the Town's sewer system is routed, potentially directing the system to Miami-Dade County. He stated that he is preparing a report on the matter for the Council, as requested at the prior Council meeting by Council Member Fuller.

Mayor Salver opened the floor to public comments.

The following individual from the public spoke:

Fran Neuhut expressed concern regarding the condition and age of the Town's sewer infrastructure and questioned whether improvements or replacement of deteriorated pipes could help reduce the significant increase in sewer costs. She asked whether infrastructure improvements could provide a means of mitigating the increased rates and reducing the financial impact on residents. She also raised concerns regarding sewer-related costs associated with the church and restaurants, including the cost and size of grease traps required for restaurants. She questioned whether entities receiving tax exemptions or other discounts should nevertheless contribute toward these costs and suggested that the matter be considered as part of the Town's budget discussions.

A motion was made by Council Member Rappaport to approve the ordinance on second reading, seconded by Mayor Salver. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

10. Consideration and approval of an ordinance on second reading amending sections 20-5 and 20-6 of the Town Code adopting Miami-Dade County's water service pass-through increase effective October 1, 2026. Town Manager

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTIONS 20-5 AND 20-6 OF THE CODE OF BAY HARBOR ISLANDS TO INCREASE THE MONTHLY CHARGE FOR WATER SERVICE TO $6.73 PER ONE THOUSAND GALLONS AND TO INCREASE THE MINIMUM MONTHLY SERVICE CHARGES FOR EACH WATER METER TO $31.26; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the ordinance into the record.

Mayor Salver opened the floor to public comments.

The following individual from the public spoke:

Fran Neuhut spoke regarding water and sewer infrastructure and questioned whether new development projects are required to contribute toward improvements to the Town's existing infrastructure. She referenced a prior development project that was subject to a moratorium while infrastructure improvements were completed and questioned why similar requirements would not apply to other new developments. She asked whether improvements associated with new construction could reduce the Town's infrastructure-related costs and, consequently, the water and sewer charges paid by residents. She also questioned whether new developments contribute toward the costs of water and sewer services and infrastructure improvements, particularly given the Town's reliance on external systems. She requested clarification regarding whether additional infrastructure improvements could help reduce the financial impact of these services on residents.

Council Member Fuller clarified that the condition of the Town's infrastructure has little, if any, bearing on the sewer charges being discussed. He explained that the charges are based on usage and are passed through to customers based on the amounts billed to the Town. He stated that whether the infrastructure is new or old does not affect the usage-based charges; if a customer uses a gallon of water, the corresponding charge is assessed for that usage.

A motion was made by Council Member Rappaport to approve the ordinance on second reading, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

11. Consideration and approval of an ordinance on second reading amending section 18-5 of the Town Code requiring developers to provide inspection and restoration of roadway work within 30 days as determined by the Town. Town Manager

    AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 18-5 OF THE TOWN CODE, ENTITLED "REPAIR OF DAMAGED PROPERTY"; ESTABLISHING ENHANCED ROADWAY RESTORATION STANDARDS FOLLOWING CONSTRUCTION OR EXCAVATION ACTIVITIES; PROHIBITING THE USE OF COLD PATCH ASPHALT FOR TEMPORARY OR PERMANENT RESTORATION; REQUIRING TEMPORARY RESTORATION WITH HOT MIX ASPHALT; REQUIRING PERMANENT RESTORATION WITHIN THIRTY (30) CALENDAR DAYS; REQUIRING A SEPARATE REPAIR PERMIT AND INSPECTIONS; ESTABLISHING DAILY FINES FOR NON-COMPLIANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

    Town Manager Noel deferred the item to the October 14, 2026 meeting.

Ordinances on First Reading:

12. Approval or denial of the proposed ordinance establishing the Governmental Property (GP) Zoning District and incorporating the associated permitted uses and development regulations into the Town Code. Town Manager.

    AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES BY ADDING A NEW SECTION 23.23, ESTABLISHING PERMITTED USES, DEVELOPMENT STANDARDS, AND ADMINISTRATIVE AUTHORITY FOR THE GOVERNMENTAL PROPERTY (GP) DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

    Town Manager Noel read the title of the item into the record.

    Town Clerk Herbello read the title of the ordinance into the record.

A motion was made by Council Member Fuller to approve the ordinance on first reading as amended, seconded by Council Member Yaffe. The motion carried with a 6-0 with Vice Mayor Bruder absent.

13. Consideration and approval of an ordinance on first reading amending the Town's Zoning Code to establish a new Governmental Property (GP) Zoning District and to provide regulations governing the permitted uses and development standards applicable to properties designated within the GP District. Town Manager

    AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES BY ADDING A NEW SECTION 23.23, ESTABLISHING PERMITTED USES, DEVELOPMENT STANDARDS, AND ADMINISTRATIVE AUTHORITY FOR THE GOVERNMENTAL PROPERTY (GP) DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

    Town Manager Noel read the title of the item into the record.

    Town Clerk Herbello read the title of the ordinance into the record.

    A motion was made by Council Member Fuller to approve the ordinance on first reading as amended, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

14. Consideration and approval of an ordinance on first reading amending Section 23-12 (General Provisions) of the Town Code regarding swimming pools, hot tubs, jacuzzis and spas. Town Manager

    Town Manager Noel deferred the item to the October 14, 2026 meeting.

Deferred Items:

15. Discussion and possible action regarding the naming of the "Kayak Park". Town Manager.

    Mayor Salver stated that he had previously discussed the possibility of using a commercial sponsorship arrangement to generate additional revenue for the kayak park. He suggested that a business could potentially obtain naming rights for the park in exchange for an annual licensing or sponsorship fee and asked whether such an arrangement would be legally permissible.

    Town Attorney Gimenez explained that the proposed arrangement would be considered a sponsorship, similar to advertising in the *Islander*. He stated that such a sponsorship arrangement would be permissible if the Town wished to pursue it. He also advised regarding potential naming rights for the kayak park. He noted that, while the Town could potentially pursue a naming-rights arrangement, the revenue generated would likely be more limited than the large-scale naming-rights agreements associated with major venues, such as those involving American

Airlines Arena.

Council Member Fuller stated that he was not generally in favor of naming-rights arrangements but indicated that he would consider the proposal if it generated substantial revenue for the Town.

Town Manager Noel stated that he had assigned the Communications Director and Parks and Recreation Director to conduct research regarding potential naming-rights or sponsorship opportunities and to provide the Council with options for consideration.

Communications Director Borenstein stated that the discussion was intended to provide the Council with ideas and potential approaches rather than specific recommendations regarding the park's name or sponsorship. She noted that other municipalities have used committees or task forces, including Parks and Recreation or naming committees, to consider naming opportunities. She also referenced potential naming-rights arrangements with private entities or recognition of a prominent individual. She emphasized that the ultimate decision regarding the park's naming or sponsorship would rest with the Town Council, with staff implementing the Council's direction through the Town Manager. She stated that, given the various potential opinions regarding the park's name, she did not believe it would be appropriate for her to recommend a particular individual or entity.

Council Member Fuller stated that the Town should first determine whether it intends to pursue a naming-rights arrangement with a private entity or name the park in honor of an individual. He referenced prior discussions regarding potentially naming the park in recognition of Linda Zilber and asked whether that remained an option for the Council to consider. He explained that he wanted to establish the Council's preferred direction before staff devoted additional time and resources to researching naming or sponsorship opportunities.

Town Manager Noel stated that staff needed direction from the Council regarding the preferred approach for naming the kayak park. He outlined several options, including researching the potential revenue that could be generated through naming rights, identifying prominent individuals who could be considered for recognition, or referring the matter to the Parks and Recreation Committee to obtain recommendations. He stated that these options were available for the Council's consideration and direction.

Council Member Fuller noted that the kayak park is intended to be an exclusive amenity for Bay Harbor Islands residents rather than an open public park. He stated that this distinction could affect the Town's ability to attract naming-rights sponsors, as some businesses may be less inclined to sponsor or pay for naming rights to a facility with limited access. He requested that this consideration be included in any research or information presented to the Council regarding potential naming-rights opportunities.

Communications Director Borenstein stated that the kayak park has marketable characteristics that could present opportunities for potential naming-rights sponsorships, while acknowledging that its limited access would affect the nature of any sponsorship opportunity. She noted that the park's location near The Well and its wellness-oriented purpose could be attractive to potential sponsors. She emphasized that these observations were intended as considerations rather than a recommendation regarding naming rights or the naming process. She also referenced a recent walkthrough of the park and noted its prominent visibility from the nearby intersection and surrounding offices. She stated that these factors could be considered when evaluating potential sponsorship opportunities, while acknowledging that the Council could instead pursue another approach, such as establishing a task force or committee to consider the park's naming.

Mayor Salver suggested that the Communications Director and Parks and Recreation Director could serve as a small task force to explore potential naming-rights and sponsorship opportunities for the kayak park. He stated that he preferred staff members who could approach the issue objectively and without a predetermined outcome and suggested that they could research potential sponsors and develop options for the Council's consideration. He referenced a preliminary conversation he had with a representative of Comcast regarding the hypothetical availability of naming rights for a park located along a state road. He stated that the representative expressed interest in the concept and indicated that Comcast has funds available for sponsorship opportunities of this nature. He noted that potential sponsors may be more focused on visibility and community goodwill than on whether access to the park is limited to Bay Harbor Islands residents. He suggested that, in addition to Comcast, staff could explore other industries and businesses with interests related to water, aquatic activities, navigation, or similar areas as potential sponsorship candidates.

Town Manager Noel noted that the Town could consider naming the park in association with more than one sponsor or entity, rather than limiting the naming designation to a single name. He stated that there are examples of parks and other facilities carrying multiple names or sponsorship designations and suggested that this could also be considered as an option.

Council Member Fuller noted that the feasibility of having multiple sponsors would depend on the terms of the sponsorship arrangements. He stated that sponsors may prefer exclusive naming rights and may be reluctant to share naming recognition with other sponsors.

Mayor Salver agreed with Council Member Fuller's observation and noted that the feasibility of multiple sponsors would depend on the terms and expectations of the sponsorship arrangements. He acknowledged that potential sponsors may seek exclusive naming rights rather than share naming recognition with other entities. He suggested that, given the limited availability of naming opportunities at the proposed location, the Town could consider recognizing a former Mayor of the West Island through the naming of a nearby passive park. He referenced the 93rd Street Passive Park as a potential location and recalled that Morris Broad had previously expressed an interest in having his father recognized or buried in that

park.

Consensus was reached to revisit this next month.

Town Manager Items: *(Town business items requiring Council approval)*

16. Consideration and Approval of a Resolution for the selection of a Town Attorney and authorizing the Town Manager to negotiate an agreement with the Town Attorney. Town Manager.

    A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, SELECTING AND APPOINTING A TOWN ATTORNEY; AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND ENTER INTOI AN AGREEMENT FOR TOWN ATTORNEY SERVICES, INCLUDING FEES AND COMPENSATION; PROVIDING FOR AN EFFECTIVE DATE.

    Town Manager Noel read the title of the item into the record.

    Town Clerk Herbello left the room and Deputy Town Clerk Alvarez took over the item.

    Deputy Town Clerk Alvarez read the title of the resolution into the record.

    A motion was made by Vice Mayor Bruder for discussion purposes, seconded by Council Member Yaffe.

    Mayor Salver instructed each Council Member to identify their first-choice law firm for the Town's legal services by selecting and marking only one firm on the sheet provided.

    Town Manager Noel acknowledged that the Vice Mayor was not present and requested that she submit her selection separately.

    Vice Mayor Bruder stated she already sent her selection to the Deputy Town Clerk.

    Town Manager Noel stated that, based on advice from the Town's attorneys, the Council Members' selections would need to be publicly announced.

    Deputy Town Clerk Alvarez read into the record the selections as follows:

    Council Member Yaffe selected McCarter and English.
    Council Member Fuller selected McCarter and English.
    Mayor Salver selected Weiss Serota.
    Council Member Diallo selected Weiss Serota.
    Council Member Rappaport selected Weiss Serota.
    Council Member Shagalov selected McCarter and English.

Vice Mayor Bruder selected McCarter and English.

A motion was made by Council Member Fuller to select McCarter and English as the Town Attorneys, seconded by Council Member Yaffe. The motion carried with a 7-0 vote.

Town Attorney Carlos Gimenez thanked the Town Council for its support and for entrusting the firm with the responsibility of serving as the Town's legal counsel. He expressed appreciation for the Council's confidence and stated that the firm would continue to serve the Town to the best of its ability.

Vice Mayor Bruder left the meeting at 8:41 p.m.

17. Consideration and approval of a resolution approving the Final Rankings of the Firms that responded to RFQ No. 5-1030-PW-0-2025/FVR and approve negotiations with the top ranked Bridge Design consultant, and lower ranked firms as required, to develop a design fee for the design of the replacement bridge for the Sheppard Broad Causeway ICWW Bridge. Town Manager.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE FINAL RANKING OF FIRMS SUBMITTING RESPONSES TO THE REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL ENGINEERING SERVICES FOR THE SHEPPARD BROAD CAUSEWAY INTRACOASTAL WATERWAY BRIDGE REPLACEMENT PROJECT; AUTHORIZING NEGOTIATIONS WITH EAC CONSULTING, INC., THE TOP-RANKED FIRM; AUTHORIZING NEGOTIATIONS WITH SUBSEQUENTLY RANKED FIRMS IF NECESSARY; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item into the record.

Town Clerk Herbello read the title of the resolution into the record.

Mayor Salver asked Town Engineer Daniel whether he could research the matter and sought clarification regarding the location of the navigable channel within the Intracoastal Waterway. He asked whether the existing deeper, dredged portion of the Intracoastal Waterway would remain unchanged.

Town Engineer Daniel confirmed that it would.

Mayor Salver asked whether the Intracoastal Waterway channel follows a straight alignment or is somewhat angled. He inquired whether staff could determine the approximate distance from the deepest point of the channel to the bulkhead along the West Island. He further stated that he presumed any future bridge design would provide the required 65-foot vertical clearance at the deepest portion of the

channel and requested clarification regarding the channel's location and dimensions.

Council Member Fuller clarified that the required vertical clearance is 65 feet and indicated that the bridge design would need to provide approximately 65 feet of clearance at the applicable point within the channel.

Mayor Salver reiterated that the bridge would require 65 feet of vertical clearance and requested that staff determine the approximate distance from the center of the navigable channel, where the bridge would cross, to the bulkhead. He stated that he wanted to know the approximate number of feet between the center of the channel and the bulkhead.

Council Member Fuller asked the Mayor if he was seeking the distance from the center of the channel to the bulkhead on the side of the West Island.

Mayor Salver clarified that he was seeking the information for consideration at a later date and emphasized that he believed it would be important to have the information available.

Town Engineer Daniel stated that the requested information could potentially be obtained using a GIS map.

Mayor Salver stated that an estimate within approximately five or ten feet would not be sufficient for the information he was seeking. He clarified that his primary concern was understanding the ingress and egress from the West Island onto the bridge, particularly in relation to the existing 50th Street access.

Consultant Engineer expressed significant concern regarding the proposed bridge design, noting that the anticipated design could consist of two closely spaced bridge structures, with two lanes on each side separated by a relatively narrow gap. He stated that, based on observations of other recently constructed bridges providing approximately 65 feet of vertical clearance, he understood this type of configuration to be a potential design approach.

Mayor Salver clarified that the proposed bridge would consist of two lanes in each direction, with a sidewalk on each side. He stated that the plans presented by Atkins appeared to be nearly twice the size of the existing bridge structure. He expressed concern regarding the transition from the deepest portion of the navigable channel to the West Island bulkhead, noting that the bridge would require an appropriate approach or ramp to achieve the necessary grade and clearance and could not descend abruptly.

Rick (Engineer) acknowledged the point being discussed and referenced access to the area, including travel toward the gas station. He stated that the current

calculation was approximately a 5.2 percent slope and noted that there may be an opportunity to reduce the slope further. He explained that a 5 percent slope is typically associated with ADA requirements and clarified that he was referring to the grade of the bridge approach. He then referenced the Rickenbacker Causeway Bridge and asked whether the Mayor was familiar with that bridge as a point of comparison.

Mayor Salver stated he was familiar with the Rickenbacker Causeway Bridge.

Rick (Engineer) stated that the proposed bridge would require a sloped approach and that this appeared to be the only way to address the grade without dredging. He indicated that the resulting slope could be somewhat less steep and referenced the Rickenbacker Causeway and MacArthur Causeway bridges as points of comparison.

Mayor Salver expressed concern regarding the alignment of the navigable channel and asked whether the channel is positioned or skewed more toward the gas station in relation to the West Island.

Rick (Engineer) explained that, due to the alignment of the channel, the bridge would not be symmetrical over the highest point of the waterway. He stated that the approach from the West Island would have a longer distance to reach the navigable channel than the approach from the western side, resulting in different ramp lengths on either side of the channel.

Mayor Salver referenced a relatively modern bridge in Martin County as a point of comparison, noting that the Town does not currently have a bridge with a similar design or grade. He stated that the existing bridge is approximately 15 feet high and that the referenced bridge provides a more comparable example of the type of slope or pitch being considered.

Rick (Engineer) stated that most bridges with sidewalks are generally limited to approximately a 5 percent grade due to ADA requirements. He noted that the bridge being discussed was relatively recent and appeared consistent with that type of design.

Council Member Fuller explained that the proposed bridge design was developed after considering numerous variables and constraints. He stated that the design accommodates the applicable ADA requirements while also being configured to remain, to the greatest extent possible, within areas controlled and owned by the Town. He explained that this included consideration of both the land on the West Island and the portion of the waterway immediately west of the existing causeway that is under the Town’s control. He stated that remaining within the Town’s controlled areas was important to avoid encroaching into federal waters and to avoid the need for eminent domain or dredging of the existing channel, which could

create significant federal permitting and regulatory issues. He noted that the design was intended to avoid an excessively steep ramp from the West Island while also avoiding impacts to federal property. He further stated that the proposed alignment comes very close to the boundary of the Town's controlled area and recalled that, at one point during the design process, the separation from the federal area was approximately two feet.

Rick (Engineer) stated it was close but confirmed they are not encroaching on any federal policies.

Council Member Fuller stated that changing the proposed design would have broader implications for the bridge project and the character of the West Island. He expressed concern that a substantially larger or higher bridge structure would significantly alter views of the waterway and the surrounding area, particularly for nearby residences. He explained that, under current federal requirements, the Town could not simply replace the existing bridge with a structure of the same design and elevation. He stated that the design team had considered the available alternatives and that one option involving a different bridge configuration would substantially increase construction costs, by approximately $200 million, in addition to creating increased long-term maintenance considerations. He emphasized that the design alternatives were constrained by applicable federal requirements and the need to avoid encroachment into federally controlled waters.

Mayor Salver stated that he did not believe the Town should conclude that it had no alternatives. He noted that rehabilitation of the existing bridge should remain under consideration, including potentially extending the existing structure and replacing or upgrading certain interior components and mechanical systems. He stated that he and the Town Manager had briefly discussed this possibility and acknowledged that any such approach would require a significant investment. He emphasized the importance of conducting a more comprehensive evaluation of potential alternatives before proceeding with a new bridge design. He expressed concern regarding the uncertainty of securing funding through the BIP grant and noted that the Town should consider the possibility that the grant may not be awarded. He further stated that prior cost estimates for the proposed project had been approximately $260 million several years ago and that, in current dollars, the cost could potentially be significantly higher, possibly in the range of $300 million to $350 million.

Council Member Fuller stated that the Town had recently requested an updated cost estimate and was advised that the overall estimate remained generally consistent with the prior estimate. He explained that, while certain components had increased in cost, others had decreased, resulting in an overall estimate that remained at approximately the same level. He acknowledged that costs could change in future years but stated that the Town had recently evaluated the rehabilitation alternative for the existing bridge. He acknowledged that securing

BIP funding would be challenging and stated that the Town was continuing to pursue the funding opportunity. He noted that, if funding was not awarded during the current application cycle, the Town could potentially apply again in a subsequent cycle. He stated that the Town had made progress in the process and emphasized that the condition of the existing bridge remains a significant concern requiring the Town to address its long-term future.

Mayor Salver clarified that the existing bridge remains operational and noted that its condition had improved following approximately $3 million in repairs undertaken about two and a half years ago. He stated that the bridge's condition rating had subsequently improved by approximately 14 percentage points.

Council Member Fuller stated that the Town has continued to evaluate and address the existing bridge and that the matter could be discussed further when the contracting phase comes before the Council. He noted that the bridge project has been the subject of multiple public meetings and discussions and emphasized that the Town has been taking steps to address the bridge's condition and safety. He stated that the Town's current efforts are intended to provide a safe bridge for residents and other users, including pedestrians and bicyclists, and to address safety concerns associated with opposing traffic. He further noted that the Town incurs ongoing annual costs to maintain the existing bridge.

A motion was made by Council Member Fuller to approve the resolution, seconded by Council Member Yaffe. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

18. Discussion and possible action to reduce the Bay Pass Plan rates for Bay Harbor Island residents from $350.00 a year to $200.00 a year. Town Manager

Town Manager Noel read the title of the item into the record.

Council Member Yaffe referenced a prior Council discussion regarding maintaining the $3.50 rate for certain users and the possibility of discussing reciprocal arrangements or other agreements with neighboring municipalities. He stated that, while such discussions may require additional time, he would like to see the resident discount implemented as soon as possible rather than delaying the benefit to residents. He further referenced the previously discussed cutoff of 1,100 users at $200 and requested confirmation of that figure.

Town Manager Noel clarified that the Town currently has 1,151 Bay Harbor resident passes. He further stated that the Town had not yet received the requested projection.

Council Member Yaffe clarified that the immediate discussion was focused on the resident rate. He stated that the Council could address other potential rate

arrangements and reciprocal agreements with neighboring municipalities separately, as those discussions may require additional time to evaluate.

Mayor Salver stated that he had already initiated discussions with neighboring municipalities regarding the matters previously discussed by the Council. He noted that a resident had also raised the subject with neighboring municipalities following the Council's prior discussion. He reported that the discussions had been generally receptive and that, in at least one instance, a productive conversation had taken place with municipal leadership, with both parties agreeing to continue discussions regarding the relationship between the municipalities. He clarified that he had not characterized the discussions as a quid pro quo and noted that the neighboring municipality was sensitive to the matters previously discussed by the Council.

Council Member Yaffe stated that discussions with neighboring municipalities regarding potential reciprocal arrangements may continue for some time. He expressed that such discussions should not delay implementation of the resident discount and stated that residents, as well as individuals associated with or visiting residents of the Town, should not have to wait for those discussions to be resolved.

Discussion among the council took place clarifying the independent toll rates concerned. It emphasized the importance of allowing residents to receive the discount independently of any ongoing discussions with neighboring municipalities, particularly in light of the increase in toll rates. It was stated that residents should have the ability to access the applicable discounted rate without waiting for those discussions to be resolved.

Town Manager Noel sought clarification from Council Member Yaffe as to whether he was requesting that, going forward, any Bay Harbor resident purchasing an annual pass be charged $200 per year.

Council Member Yaffe reiterated that the issue was the timing of the annual pass renewal. He noted that, historically, all passes were renewed on December 30, but that the renewal process no longer operates on a uniform renewal date. He stated that a transition period or some administrative discretion may be appropriate for individuals who recently renewed their passes before any new rate takes effect, and referenced the need to address situations where a pass was renewed shortly before the effective date of the new rate.

Town Manager Noel stated that they can provide a credit if need be depending on their renewal date.

Mayor Salver asked whether, in addition to the statistics presented, an estimated budgetary impact was available regarding the proposal discussed by Council Member Yaffe.

Finance Director Bryan stated the projected number of bay passes for this fiscal year is approximately $500,000. The total amount of revenue that the Town collects from Bay Harbor residents for bay passes is estimated at about $290,000.

Mayor Salver asked what the estimated adjustment to the approximately $290,000 in resident Bay Pass revenue would be if the program period were reduced by several months.

Council Member Yaffe noted that, if the discounted rate currently available to certain individuals were eliminated, those individuals would instead be required to pay the full rate, which could offset some of the anticipated reduction in revenue.

Finance Director Bryan stated that, from a financial perspective, discounting Bay Passes for Bay Harbor Islands residents would not have a significant impact on the Town's overall toll revenue or its ability to fund the Town's projected share of the bridge costs. He indicated that the Council therefore had discretion regarding the resident Bay Pass discount. He clarified, however, that his concern was with limiting the overall distribution of Bay Passes because of the substantial discount from the retail rate. He noted that an expansion of the discounted Bay Pass program could become a financial concern with respect to the Town's ability to fund its share of the bridge costs.

Town Manager Noel stated that, if Bay Passes were made available to a broader group at a discounted rate, the Town would monitor the potential for increased traffic resulting from the expanded availability. He noted that increased traffic was a potential impact the Town wanted to bring to the Council's attention. He further clarified that the concept under discussion contemplated a two-tiered discounted rate structure, separate from the full retail rate, with a proposed rate of $200 for Bay Harbor Islands residents and $375 for other eligible individuals, should the program be expanded.

Council Member Fuller questioned how a Bay Pass was sold to an individual associated with Sarasota, noting that the individual reportedly resides in Colorado. He remarked that the transaction represented an unexpected sale given the individual's reported place of residence.

Town Attorney Gimenez stated that, provided the Town retains administrative discretion regarding eligibility, applicants could be required to execute an affidavit confirming their eligibility for a Bay Pass.

Council Member Fuller stated that, regardless of the method ultimately selected, the Town should ensure that the process provides a reliable means of verifying that the vehicle is actually associated with the resident claiming eligibility. He noted that a utility bill alone establishes that an individual resides at an address, but does not necessarily confirm that a particular vehicle belongs to or is associated with

that resident. He emphasized the importance of having a verification mechanism to establish the connection between the resident and the vehicle.

Mayor Salver noted that properties with more than two vehicles would require additional due diligence to verify eligibility and ensure that the vehicles are properly associated with the resident. He expressed concern about creating an unnecessary administrative burden and emphasized the need for an efficient verification process.

Town Attorney Gimenez suggested using a driver's license and vehicle registration as the verification method, noting that the driver's license would establish the individual's current registered address, while the vehicle registration would provide the vehicle identification number (VIN) and license plate information. He stated that requiring both documents would provide a means of verifying both the resident and the vehicle and would be a practical method of establishing eligibility.

Mayor Salver emphasized the importance of conducting appropriate due diligence and stated that the Town should implement whatever verification measures are necessary to ensure the process is properly administered.

Council Member Shagalov discussed the need to monitor the impact of the proposed changes over the next one or two quarters, including any changes in the number of vehicles utilizing the program. He asked whether the Town could determine the total number of vehicles registered to Bay Harbor Islands residents in order to better understand the potential pool of eligible vehicles and compare it with the approximately 1,151 vehicles currently identified. He indicated that the Town does not currently have access to a readily available figure identifying the total number of vehicles registered to Town residents. He questioned whether additional data could be obtained to determine the potential number of vehicles that could ultimately qualify under the program.

The discussion also focused on using the information collected during the monitoring period to evaluate the program's impact and determine whether adjustments may be necessary.

Mayor Salver discussed the current number of paid and complimentary day passes. He confirmed that there are currently 940 paid day passes associated with Bay Harbor Islands, in addition to approximately 211 complimentary passes, which were understood to include Town staff and other authorized users. He discussed the potential revenue impact based on the 940 paid passes at $150 each. This would represent approximately $141,000 in revenue. He further noted that, if the number of paid passes increased by approximately 20%, the potential revenue would increase accordingly, subject to actual participation and demand.

Council Member Shagalov stated that the key issue was determining the overall number of vehicles that could potentially be affected by the proposed change. He questioned whether the total number of vehicles associated with Bay Harbor Islands residents could be determined and noted that, given the size of the Town, the potential pool was unlikely to be as high as 5,000 vehicles. He stated that, while the anticipated impact may therefore be limited, the Town should nevertheless monitor the program closely to identify any significant shift in the number of vehicles utilizing the applicable rate category. He referenced the anticipated increase in toll revenue and expressed concern that a substantial shift, such as an additional 1,000 vehicles moving into the $200 category, could have a material impact. He reiterated support for the proposal but recommended monitoring the data over the next several quarters to determine whether there is a significant change in participation or revenue impact.

Town Manager Noel confirmed that the Town would monitor the program and evaluate whether there is any trend resulting in a reduction in Town revenue. He stated that, if the data indicates a negative revenue impact, the matter would be brought back to the Council for consideration of appropriate adjustments.

The Council also discussed the complimentary passes. Staff clarified that the complimentary passes are primarily associated with Town employees and Town vehicles, including Police Department personnel and other Town employees.

A motion was made by Council Member Yaffe to provide a discounted rate of $200 a year to Bay Harbor residents effective October 1st, seconded by Council Member Fuller. The motion carried with a 6-0 vote with Vice Mayor Bruder absent.

Adjournment:

There being no further business to discuss before the council, the meeting adjourned at 9:47 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Town of Bay Harbor Islands

Final Budget Hearing Meeting
MINUTES
September 24, 2026

Community Center – 1175 95th Street
Bay Harbor Islands, FL 33154

Opening

Call to Order

Mayor Salver called the meeting to order at 6:04 p.m.

Pledge of Allegiance

Pledge of allegiance was recited.

Roll Call of Members

Town Clerk Herbello called the roll with the following members present.

Present: Mayor Isaac Salver (via zoom), Vice Mayor Stephanie Bruder (via zoom), Council Member Robert Yaffe, Council Member Molly Diallo, Council Member Elchonon Shagalov, Council Member Joshua Fuller and Council Member Eric Rappaport (via zoom).

Absent: Town Attorney Carlos Gimenez.

Also Present: Town Manager Lindsley Noel.

Public Comments:

Speakers are allowed three (3) minutes and up to no more than five (5) minutes at the discretion of the presiding officer to speak on any items on the agenda only during the Public Comment portion of the meeting. Speakers may apportion their time during Public Comment to various agenda items however they wish. Any person who wishes to speak during a public hearing may be heard for no more than two (2) minutes during each public hearing or ordinance on second reading. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than five (5) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff or on the Town's website; please fill it in and return it to the Deputy Town Clerk no later than the conclusion of "Public Comment" section of the meeting, if you would like to address the Town Council. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Ree Stoppa addressed the Town Council regarding the condition and safety of the bridge. She expressed concern regarding the bridge's age and current condition and questioned whether rehabilitation or repair of the existing bridge could be pursued as an alternative to the construction of a new bridge. She stated that she had concerns regarding the safety of vehicular and pedestrian traffic on the bridge, including the size and volume of trucks using the bridge. She referenced prior Town records from 2003 concerning the bridge and noted concerns previously raised regarding truck weight limits. She requested that the Town explore options for repairing or preserving the existing bridge and identifying potential funding assistance from the State and County. She also suggested exploring whether the bridge could qualify for historic designation, noting the age of the bridge and the historic significance of other nearby structures. She requested that the Town obtain a realistic assessment and cost estimate for rehabilitating or preserving the existing bridge and reconsider the alternatives available before proceeding with the anticipated cost of a new bridge.

Antwon Blunt (submitted via email). He stated that he has lived in Bay Harbor Islands for 5 years. He is raising his son here, and he honestly thinks this is the best place on earth. That's why he has started showing up. He stated that first, thank you. Choosing Option 3 at 3.6138 mills over the staff recommendation of 3.9 showed residents that the Council is willing to look at spending before raising the rate. He wanted to thank Vice Mayor Bruder for pushing on this at the earlier hearing, and Mayor Salver for carrying it forward tonight. He said 3.6138 is still about 10% above the rolled-back rate of 3.2851, and with property values up this year, residents are still paying meaningfully more. His view is simple: cut before

you raise. A program cut stings for a little while. A tax increase is forever, and it compounds. He stated that for next year, he'd ask the Council to take a serious look at pension costs. Option 4 showed that a change to future pension lump sums could reduce General Fund pension costs by roughly $595,000. That kind of structural savings keep the rate down year after year without cutting services residents rely on. He'd encourage the Council to study that change well before next year's budget process. He stated that he is not writing with all the answers. He is just a neighbor asking the Council to keep finding savings before reaching into residents' pockets.

Mayor Salver closed the floor to public comments.

Discussion Items:

1. Announcement of the Final FY 2026-2027 property tax rate of 3.9000 mills per $1,000 of taxable value. The rolled-back rate is 3.2851 mills. The final rate is 18.72% above the rolled-back rate.

   Town Manager Noel read the title of the item into the record.

   Council Member Yaffe discussed the alternative options presented by Town Manager Noel regarding the proposed contribution rate and the different options.

2. Consideration and Approval of a resolution adopting a Final Millage Rate for Fiscal Year 2026-2027.

   A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR AD VALOREM TAXATION OF 3.9000 MILLS FOR FISCAL YEAR 2026-2027, WHICH IS GREATER THAN THE ROLLED BACK RATE OF 3.2851 MILLS, COMPUTED PURSUANT TO STATE LAW WITH AN 18.72% INCREASE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE

   Town Manager Noel read the title of the item into the record.

   Town Clerk Herbello read the title of the resolution into the record.

   Council Member Rappaport commented on the various budget alternatives presented by the Town Manager and noted that the alternatives included potential measures to reduce the millage rate while addressing the additional revenue requirement. He referenced potential budget reductions, pension-related savings, and the possibility of delaying the hiring of additional police

officers. He stated that, after reviewing various departmental expenditures, most expenditures appeared to be necessary; however, the Council should continue to review expenditures and identify opportunities for temporary or targeted reductions. He directed particular attention to Parks and Recreation expenditures, including community events and programs. He noted that certain educational programs were considered important but suggested that the Town evaluate the costs associated with larger events, including the Town Picnic, concert series, Snow Day, and Art Festival. He acknowledged that sponsorships are currently utilized for certain events and suggested that the Town explore additional sponsorship opportunities and other potential revenue-generating measures. He further suggested that the Town review existing event contracts to determine whether more favorable terms could be negotiated, including opportunities to increase sponsorship revenue benefiting the Town. He requested that the Town Manager identify expenditures considered non-essential or areas where temporary reductions could be implemented as alternatives to increasing the millage rate to the proposed 3.9000 level. He encouraged the other Council Members to review the proposed alternatives and provide their input regarding potential expenditure reductions and revenue-generating opportunities.

Vice Mayor Bruder stated that she would prefer to consider a millage rate below 3.9000 and expressed opposition to reducing the number of police officers. She noted the savings achieved through the reduction in legal expenses and stated that the Town could continue to evaluate expenditures associated with community events. She suggested exploring opportunities for collaboration with neighboring municipalities on events and activities, including the possibility of jointly hosting events or combining similar events to reduce costs while continuing to provide services to residents. She referenced the Town's prior collaborative events and suggested that similar coordination could be considered for events such as Snow Day and community runs. She also suggested evaluating whether larger joint events could result in reduced costs for the participating municipalities. She stated, regarding the Art Festival, given the timing of the upcoming event, changes to the current arrangement may not be feasible for the current year but suggested that the Town consider renegotiating the agreement for future events to determine whether more favorable terms could be obtained. She reiterated that maintaining police staffing was a priority and expressed opposition to reducing the number of police officers as a means of reducing expenditures.

Mayor Salver requested that the Town Manager or Chief Financial Officer display the budget and millage rate options on the screen for the Council's review. He requested that Options 1 through 4 be displayed so that the Council could review and discuss the details of each option.

Council Member Yaffe stated the four budget and millage rate options presented by staff. Option 1 – Staff Recommendation**:** A millage rate of 3.9000, with adjustments including adding funds the reserve for each vacancy for 12 months, a $100,000 reduction to the legal services budget, and no General Fund pension reduction resulting from a benefit change. Under this option, the projected contribution to reserves is $511,979. Option 2: A millage rate of 3.6848, with the same adjustments identified under Option 1, including funding the police officer positions for 12 months and a $100,000 reduction to the legal services budget, with no General Fund pension reduction. Under this option, the millage rate would be reduced rather than providing the additional reserve contribution identified under Option 1. Options 1 and 2 require unanimous approval by the seven-member Council. Option 3: A millage rate of 3.6136, with the adjustments identified under Option 2, including a $100,000 reduction to the legal services budget and no General Fund pension reduction, with the filing of two police officer vacancies delayed for four months. This option requires a two-thirds vote of the Council. Option 4: A millage rate of 3.4583, with the adjustments identified under Option 3, including delaying the filling of two police officer vacancies for four months. Under this option, $100,000 would be restored to the legal services budget. The option also contemplates reduced future pension lump-sum payments resulting from a pension benefit change and identifies a General Fund pension reduction of $595,604. The projected contribution to reserves under this option is $126,164. He spoke regarding the pension-related component of Option 4. He also noted that Town Counsel, Brett Schneider, had provided a legal opinion advising against implementing a change to the pension lumpsum benefit at this time without first reaching an agreement with the affected employees unions regarding the proposed changes.

Council Member Yaffe clarified that the comments regarding Town Counsel Brett Schneider's position on the pension-related provisions were based solely on the contents of a memorandum issued by Town Counsel and were not his own interpretation or legal assessment. He stated that Town Counsel is the legal expert on the matter and that he was not offering an independent opinion regarding the legal implications of the proposed pension changes. He noted that a memorandum from Town Counsel dated the same day had been provided regarding the matter and that he was relying on the advice contained therein for purposes of the discussion.

Mayor Salver stated for the record that, based on advice received from the Town's labor counsel, a proposed change to the discount rate used in calculating the Town's pension contribution would be a subject of collective bargaining and could not be implemented unilaterally. He clarified that the budget process under discussion would not constitute adoption of any change to the Town's pension agreement or pension benefits and that no such benefit change was being requested at this time. He stated that he/she would support

consideration of a millage rate that does not assume savings from a potential pension-related change at this time. He further stated that, if a favorable outcome were subsequently reached through collective bargaining, the matter could be brought back before the Town Council for consideration of any necessary changes to the applicable ordinance. He also suggested that the Town undertake a comprehensive review of the existing pension and retirement ordinance, noting that the Town's actuary and pension advisor had identified certain provisions as outdated. He reiterated that no action to amend any provision of the pension plan or retirement ordinance was being requested as part of the current discussion.

Council Member Yaffe noted that Option 4 includes an assumed General Fund pension reduction of $595,604 resulting from a proposed pension benefit change. He stated that, if the Town does not assume the pension-related savings at this time, the Town Manager, Chief Financial Officer, and Finance staff would need to identify an alternative means of addressing the approximately $596,000 difference in the budget, pending any future collective bargaining regarding the pension benefits. He further clarified that any potential pension benefit change would be addressed separately through the appropriate process and was not being adopted as part of the current budget discussion.

Mayor Salver stated that, based on discussions with Town staff, he was confident that the Town could appropriately manage its operations for the upcoming fiscal year within the budgetary parameters previously discussed, while continuing to allocate funds toward the Town's reserves.

A motion was made by Council Member Fuller to approve the resolution adopting a final millage rate for FY 2026/2027 of 3.9000 mills, seconded by Council Member Diallo. The motion failed with a 4-3 vote with Council Member Shagalov, Council Member Rappaport and Mayor Salver voting in opposition.

A motion was made by Vice Mayor Bruder to accept option 3 adopting a final millage rate for FY 2026/2027 of 3.6136 mills, seconded by Council Member Fuller. The motion carried with a 7-0 vote.

3. Consideration and Approval of a resolution adopting a Final Budget for the Fiscal Year commencing October 1, 2026, and ending September 30, 2027Tentative Budget for Fiscal Year 2026-2027.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING A FINAL COLLECTIVE OPERATING AND CAPITAL BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1,

2026, AND ENDING SEPTEMBER 30, 2027, IN THE AMOUNT OF $55,631,343; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR WEBSITE POSTING; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Noel read the title of the item not the record.

Town Clerk Herbello read the title of the resolution into the record.

Town Clerk Herbello re-read the title of the resolution with the correction in the amount. The correct amount read was $54,857,568 which reflects the adopted millage rate of 3.6136.

A motion was made by Council Member Fuller to approve the resolution as amended with the operating and capital budget for FY 2026/2027 of $54,857,568 which reflects the adopted millage rate of 3.6136, seconded by Council Member Rappaport. The motion carried with a 7-0 vote.

Vice Mayor Bruder asked Mayor Salver to schedule a council retreat.

Mayor Salver agreed to schedule a council retreat.

Adjournment:

There being no further business to discuss before the council, a motion was made by Vice Mayor Bruder to adjourn the meeting at 6:30 p.m., seconded by Mayor Salver.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 11.2
Date: October 14, 2026
From: Lindsley Noel, Town Manager
To: Mayor and Town Council Members
Subject: Consideration and approval of a resolution authorizing the Town Manager to approve a $26,750 Purchase Order Change Order (POCO) for KCI to complete Stormwater Impact Fee Analysis.

Suggested Action: –

Approve a $26,750 Purchase Order Change Order (POCO) for KCI to complete Stormwater Impact Fee Analysis as outlined in the attached Change Order No. 1 to Purchase Order No. 07461.

Description/Background –

BACKGROUND / ANALYSIS

Impact fees are one-time charges imposed by local governments on new developments to cover the costs of infrastructure improvements such as stormwater, roads, parks and public safety facilities. Per statute, the impact fees must be calculated based on the most recent and localized data available and must be supported by studies to ensure the fees are proportional to the impact of the new development. Essentially, they help ensure that the costs associated with growth are shared by developers rather than solely by existing taxpayers.

Local governments are required to maintain separate accounting for the impact fee collections and expenditures; and impact fees can only be used for funding new infrastructure necessitated by new development – rather than the maintenance or repair of existing facilities.

Currently the Town does not levy a Stormwater Impact Fee.

On February 11, 2026, the Town Council approved an agreement with Keith & Schnars (Assigned to KCI Technologies, Inc.) (KCI) for Engineering Consultant Continuing Services attached as **Exhibit 1**. KCI will perform Stormwater Impact Fee Analysis as outlined in **Exhibit 2** under the terms of the Town's existing agreement with them.

The impact fee analysis was estimated to take 9 weeks to complete at total cost of $56,880.

This Change Order No. 1 is due to (a) the additional time and effort of the KCI team attributed to contract duration extending from the nine (9) week contracted timeline to twenty (20) week actual duration, (b) additional research and assessments to date related to unforeseen issues/conditions encountered and (c) review and assessment of forthcoming Town's seawall consultant (Cummins Cederberg) seawall assessment report's findings and modifications to the previously completed Task 3 Report.

FINANCIAL ANALYSIS

The cost of this impact fee analysis is included in the FY2027 budget.

GL Line-Item Number: 406.5380.400031.000 Professional Services

Total Amount Budgeted: $57,000.

Total Amount Approved: $56,880.

Total Amount Change Order: $26,750

Total Amount Amended: $83,630

Ex 1 Executed Agreement between Town and KCI
Ex 2 Approved Scope of Work for Impact Fee Analysis
Resolution No. 2554-Approving Impact Fee
Change Order No. 1
PO 7461 KCI
TBH -BHI Stormwater Impact Fee Change Order Resolution.docx

18351.40

Town Council

Jordan W. Leonard
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Kelly Reid
Council Member

Isaac Salver
Council Member

Elizabeth Tricoche
Council Member

Robert Yaffe
Council Member

Town Officials

Ronald J. Wasson
Town Manager

Marlene M. Siegel
Town Clerk

Craig B. Sherman
Town Attorney

October 25, 2017

Attn: Joe Gomez
Keith & Schnars, P.A.
5835 Blue Lagoon Drive, Suite 303
Miami, Florida 33126

RE: Professional Engineering Services Agreement

Dear Mr. Gomez:

Enclosed please an original executed agreement between your firm and the Town of Bay Harbor Islands.

Thank you for your assistance in getting this finalized.

Sincerely,

Marlene M. Siegel, CMC
Town Clerk

idi

cc: Randy Daniel, Town Engineer

CONTINUING SERVICES

AGREEMENT

Between

TOWN OF BAY HARBOR ISLANDS

And

KEITH & SCHNARS

For

PROFESSIONAL ENGINEERING SERVICES

CONTINUING SERVICES

AGREEMENT

Between

TOWN OF BAY HARBOR ISLANDS

And

KEITH & SCHNARS

For

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT is made between the TOWN OF BAY HARBOR ISLANDS, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "TOWN"),

AND

KEITH & SCHNARS a Florida corporation, authorized to do business in the State of Florida, (hereinafter referred to as "CONSULTANT"), whose principal place of business is 4533 Ponce de Leon Blvd. Coral Gables, Florida 33146.

WHEREAS, the TOWN has advertised for professional services; and

WHEREAS, pursuant to Section 287.055, Florida Statutes, the TOWN solicited proposals from qualified engineers and selected the CONSULTANT to provide said continuing professional services for various Projects (hereinafter referred to as "Specific Projects"); and

WHEREAS, the CONSULTANT is willing and able to perform such professional services for the TOWN within the basic terms and conditions set forth in this agreement (hereinafter referred to as "Continuing Services Agreement or Agreement"); and

WHEREAS, the purpose of this Continuing Services Agreement is not to authorize a Specific Project, but to set forth certain terms and conditions which shall be incorporated into subsequent supplemental agreements for Specific Projects or services when required;

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

SECTION 1. DEFINITIONS

The following definitions and references are given for the purpose of interpreting the terms as used in this Agreement and apply unless the context indicates a different meaning:

1.1 Lump Sum: a method of payment to the CONSULTANT for a fixed sum amount which constitutes total compensation to the CONSULTANT for the performance by the CONSULTANT of the Project. Said fixed sum includes but is not limited to, compensation for all fees, expenses and out-of-pocket costs of the CONSULTANT.

1.2 Reimbursable Direct Expenses or Reimbursables: the direct nonsalary expenses directly attributable to the Project. Reimbursable expenses include long-distance communications, application and permit fees paid for securing approval of authorities having jurisdiction over the Specific Project; actual cost of reproduction, printing, binding and photocopying of drawings, specifications, renderings, and other documents; postage; travel expenses; and subconsultant's fees.

1.3 Specific Project Agreement or Project Agreement: an agreement to provide services for a particular Project.

1.4 Subconsultant Fee: the direct and actual cost of the Subconsultant with no markup, as reflected by actual invoices of the subconsultant.

1.5 Travel Expenses: actual mileage, meals and lodging expenses incurred directly for the Specific Project for travel outside of Dade County. No overnight travel or out-of-town travel outside of Dade County shall be reimbursed unless the CONSULTANT has secured advance written authorization for such travel from the Town Manager. Reimbursement for such authorized travel expenses shall be at the rates provided for in Chapter 112, Florida Statutes, as may be amended from time to time, which rates shall by reference be made a part of this Agreement as though set forth in full.

SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 In accordance with the Consultants' Competitive Negotiation Act, the CONSULTANT may provide professional services to the TOWN for Specific Projects as authorized from time to time by the TOWN. The TOWN reserves the right to select one or more firms to do the Projects.

2.2 When the need for services for a Specific Project occurs, the TOWN may at its sole discretion, enter into negotiations with the CONSULTANT for that Specific Project under the terms and conditions of this Agreement. The TOWN shall initiate said negotiations by providing the CONSULTANT with a "Scope of Services Request," requesting from the CONSULTANT a proposal to provide professional services for the Specific Project. The CONSULTANT shall prepare a proposal which includes a lump sum fee or an hourly not to exceed and a manpower-task breakdown. The TOWN and CONSULTANT shall negotiate the terms of the Specific Project in accordance with the provisions of Subsection 2.3.

2.3 The TOWN and CONSULTANT shall utilize as the agreement for each Specific Project a Standard Project Agreement ("Project Agreement"), a copy of which is attached to and incorporated into this Agreement as Exhibit "A." Each supplemental agreement for a Specific Project will, by mutual agreement, set forth, among other things, the following:

1. The Scope of Services;

2. The deliverables;

3. The time and schedule of performance and term;

4. The amount of compensation;

5. The personnel assigned to the Specific Project; and

6. Any modifications to the Project Agreement, if mutually agreed upon by the parties.

2.4 The professional services to be rendered by the CONSULTANT shall commence subsequent to the execution of each Project Agreement. The Town Manager is authorized to negotiate and execute Project Agreements for Projects in which the CONSULTANT's services do not exceed $10,000. The CONSULTANT's services shall be performed, completed and submitted to the TOWN as specified in the Project Agreement.

2.5 The Contract Documents for each Specific Project shall incorporate this Continuing Services Agreement. Unless otherwise agreed to in writing, in the event that any of the terms or conditions of this Agreement conflict with the Project Agreement, the provisions of the Project Agreement shall apply.

2.6 In the event the TOWN and the CONSULTANT are unable to reach a satisfactory supplemental agreement for a Specific Project as provided for in Sections 2.2 and 2.3, or the TOWN determines that the best interests of the TOWN would be served by procuring services for a specific Project from another engineer, then the TOWN shall, at its sole discretion, terminate negotiations with the CONSULTANT for the particular Project.

SECTION 3. TERM/TERMINATION

3.1 TERM OF AGREEMENT - This Continuing Services Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless and until terminated pursuant to Section 3.2 or 3.3, or other applicable sections of this Agreement. Each Project Agreement shall specify the period of service agreed to by the TOWN and CONSULTANT for services to be rendered under said Project Agreement.

3.2 TERMINATION For Convenience - This Continuing Services Agreement may be terminated by the TOWN for convenience upon five (5) calendar days written notice to the CONSULTANT. In the event of such termination, any services performed by the CONSULTANT under this Continuing Services Agreement shall, at the option of the TOWN, become the TOWN'S property, and the CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the TOWN up through the date of termination. Under no circumstances shall TOWN make payment of profit for services which have not been performed.

3.3 TERMINATION - For Cause - This Agreement may be terminated by either party upon three (3) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the CONSULTANT abandons this Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 3.2 and the provisions of Section 3.2 shall apply.

3.4 EFFECT ON PROJECT AGREEMENT - Nothing in this section shall be construed to create a right by either party to terminate any ongoing Project Agreement(s). Termination of a Project Agreement shall be exclusively through the termination provisions of the specific Project Agreement.

SECTION 4. ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

4.1 Changes Permitted. Changes in the Scope of Services of a Project Agreement consisting of additions, deletions, revisions, or any combination thereof, may be ordered by the TOWN by Change Order without invalidating the Project Agreement.

4.2 Change Order Defined. Change Order shall mean a written order to the CONSULTANT executed by the TOWN, issued after execution of a Project Agreement, authorizing and directing a change in the Scope of Services or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and/or the Contract Time may be changed only by Change Order.

4.3 Effect of Executed Change Order. The execution of a Change Order by the TOWN and the CONSULTANT shall constitute conclusive evidence of the CONSULTANT's agreement to the ordered changes in the Scope of Services, the Contract Price and/or the Contract Time. The CONSULTANT, by executing the Change Order, waives and forever releases any claim against the TOWN for additional time or compensation for matters relating to or arising out of or resulting from the Services included within or affected by the executed Change Order.

4.4 Authority to Execute Changes or Requests for Additional Services. The Town Manager is authorized to negotiate and execute Change Orders, in an amount not to exceed $10,000 per change. Changes, which exceed $10,000, shall be approved by the TOWN Council.

SECTION 5. SURVIVAL OF PROVISIONS

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed, and shall be fully enforceable by either party.

SECTION 6. TOWN'S RESPONSIBILITIES

6.1 Assist CONSULTANT by placing at its disposal all available information as may be requested in writing by the CONSULTANT and allow reasonable access to all pertinent information relating to the services to be performed by CONSULTANT.

6.2 Furnish to CONSULTANT, at the CONSULTANT'S request, all existing studies, reports and other available data pertinent to the services to be provided by CONSULTANT.

6.3 Arrange for access to and make all provisions for CONSULTANT to enter upon public property as required for CONSULTANT to perform services.

SECTION 7. CODE OF ETHICS

7.1 The code of ethics of the Board of Professional Engineers shall be incorporated in this Agreement by this reference.

SECTION 8. POLICY OF NON-DISCRIMINATION

The CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work and shall not discriminate on the grounds of race, color, religion, sex, age, marital status, national origin, physical or mental disability in the performance of work under this Agreement.

SECTION 9. OWNERSHIP OF DOCUMENTS/DELIVERABLES

9.1 All finished or unfinished documents, including but not limited to, detailed reports, studies, plans, drawings, surveys, maps, models, photographs, specifications, and all other data prepared for the TOWN or furnished by CONSULTANT pursuant to this or any Project Agreement shall become the property of the TOWN, whether the Project for which they are made is completed or not, and shall be delivered by CONSULTANT to TOWN within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The CONSULTANT shall have the right to keep one record set of the documents upon completion of the Project, however, in no event shall the CONSULTANT use, or permit to be used, any of the documents without the TOWN'S prior written authorization. Any reuse of such documents by the CONSULTANT without the written verification or adaptation by the TOWN for the specific purpose intended will be at the CONSULTANT's sole risk.

9.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the CONSULTANT for a Specific Project shall provide that all such documents and rights obtained by virtue of such contracts shall become the property of the TOWN.

9.3 All final plans and documents prepared by the CONSULTANT shall bear the endorsement and seal of a person duly registered as a Professional Engineer, Architect, Landscape Architect, Professional Geologist, or Land Surveyor, as appropriate, in the State of Florida.

SECTION 10. RECORDS/AUDITS

10.1 CONSULTANT shall maintain and require subconsultants to maintain complete and correct records, books, documents, papers and accounts pertaining to work performed in connection with this Agreement. Such records, books, documents, papers and accounts shall and be available at all reasonable times for examination and audit by TOWN or any authorized TOWN representative with reasonable notice and shall be kept for a period of three (3) years after the completion of each project to be performed pursuant to this Agreement. Incomplete or incorrect entries in such records, books, documents, papers or accounts will be grounds for disallowance by or reimbursement to the TOWN of any fees or expenses based upon such entries.

10.2 Refusal of the CONSULTANT to comply with the provisions of Section 10.1 shall be grounds for immediate termination for cause by the TOWN of this Agreement or any Project Agreement.

SECTION 11. NO CONTINGENT FEE

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

CONSULTANT violates this provision, TOWN shall have the right to terminate this Agreement or any Project Agreement, without liability, and at its sole discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

SECTION 12. INDEPENDENT CONTRACTOR

The CONSULTANT is an independent contractor under this Agreement. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CONSULTANT.

SECTION 13. ASSIGNMENT; AMENDMENTS

13.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of TOWN.

13.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 14. INDEMNIFICATION/HOLD HARMLESS

14.1 CONSULTANT shall indemnify and hold harmless the TOWN, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement and any Project Agreement."

14.2 The CONSULTANT acknowledges that specific consideration has been paid or will be paid under this and each Project Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 15, Insurance.

SECTION 15. INSURANCE

The CONSULTANT shall secure and maintain throughout the duration of this and any Project Agreement, insurance of such type and in such amounts as may be necessary to protect its interests and the interests of the TOWN against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the TOWN, its officials, employees and volunteers. Any insurance maintained by the TOWN shall be in excess of the CONSULTANT's insurance and shall not contribute to the CONSULTANT's insurance. The insurance coverages shall include a minimum of:

15.1 Workers' Compensation and Employer's Liability Insurance: Coverage to apply for all employees for Statutory Limits as required by applicable State and Federal laws. The policy(ies) must

include Employer's Liability with minimum limits of $100,000 each accident.

15.2 Comprehensive Automobile and Vehicle Liability Insurance. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the TOWN against claims for injuries to members of the public and/or damages to property of others arising from the CONSULTANT's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive that the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

15.3 Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the CONSULTANT and the TOWN against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the CONSULTANT or any of its agents, employees, or subcontractors. The limit of liability shall not be less than $1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.

(a) Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: 1) Premises and/or Operations, 2) Independent contractors and Products and/or completed Operations, 3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.

(b) The TOWN is to be specifically included as an Additional Insured for the liability of the TOWN resulting from operations performed by or on behalf of CONSULTANT in performance of this or any Project Agreement. CONSULTANT's insurance, including that applicable to the TOWN as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the TOWN shall be in excess of and shall not contribute to CONSULTANT's insurance. CONSULTANT's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

15.4 Professional Liability. The CONSULTANT shall furnish professional liability insurance coverage in an amount not less than $1,000,000 with a deductible of $50,000, per claim. The CONSULTANT shall be responsible for maintaining this professional liability insurance for a minimum of five (5) years from the date of execution of each Project Agreement. Upon request of the TOWN, the CONSULTANT shall make available for inspection copies of any claims filed or made against the policy during the policy term. The Consultant shall additionally notify the TOWN, in writing, within thirty (30) calendar days of any claims filed or made against this policy in excess of $250,000 during the policy term.

15.5 Certificate of Insurance. Prior to the execution of this Agreement and/or any Project Agreement, the CONSULTANT shall provide to the TOWN and to the TOWN'S Office of Risk Management, Certificates of Insurance evidencing the required insurance coverages. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this and any Project Agreement and shall state that such insurance is as required by this and any Project Agreement. The TOWN reserves the right to inspect a certified copy of such policies upon written request by the TOWN. If a policy is due to expire prior to the completion of the services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the TOWN before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Town Manager.

15.6 All deductibles or self-insured retentions must be declared to and be approved by the Town Manager. The CONSULTANT shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

SECTION 16. REPRESENTATIVE OF TOWN AND CONSULTANT

16.1 TOWN Representative. It is recognized that questions in the day-to-day conduct of this Agreement will arise. The TOWN designates the Town Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

16.2 CONSULTANT Representative. CONSULTANT shall inform the TOWN Representative, in writing, of the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

SECTION 17. COSTS AND ATTORNEY'S FEES

If either the TOWN or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 18. ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

SECTION 19. CONSULTANT'S RESPONSIBILITIES

19.1 The CONSULTANT shall comply with all laws, ordinances and governmental rules, regulations and orders now or at any time during the term of this Agreement which as a matter of law are applicable to or which affect the procedures of the CONSULTANT.

19.2 The obligation of the CONSULTANT to comply with governmental requirements is provided for the purpose of assuring proper safeguards for the protection of person and property.

19.3 The CONSULTANT shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a professional engineer under similar circumstances. If at any time during the term of any Project Agreement or the construction of the Project for which the CONSULTANT has provided professional engineering services under a prior Project Agreement, it is determined that the CONSULTANT's documents are incorrect, or fail to conform to the Scope of Services, upon written notification from the TOWN, the CONSULTANT shall immediately proceed to correct the work, re-perform services which fail to satisfy the foregoing standard of care as determined by the TOWN, and shall pay all costs and expenses associated with correcting said incorrect

work, including any additional testing, inspections, and construction and reimbursement to the TOWN for any other services and expenses made necessary thereby, save and except any costs and expenses which the TOWN would have otherwise paid absent the CONSULTANT's error or ommission. The TOWN'S rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Agreement, the Project Agreement, by law, equity or otherwise.

19.4 The CONSULTANT's obligations under Section 19.3 shall survive termination of this or any Project Agreement.

19.5 Any and all drawings, plans, specifications, or other construction or contract documents prepared by the CONSULTANT shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations.

SECTION 20. SUBCONSULTANTS

20.1 In the event the CONSULTANT requires the services of any subconsultants/subcontractors or other professional associates in connection with services covered by this Agreement or any Project Agreement, the CONSULTANT must secure the prior written approval of the TOWN.

20.2 Any subcontract with a subcontractor or subconsultant shall afford to the CONSULTANT rights against the subcontractor or subconsultant which correspond to those rights afforded to the TOWN against the CONSULTANT herein, including but not limited to those rights of termination as set forth herein.

20.3 No reimbursement shall be made to the CONSULTANT for any subconsultants that have not been previously approved by the TOWN for use by the CONSULTANT.

SECTION 21. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Marck J. Moshier, P.E.
KEITH & SCHNARS ENGINEERS
Executive Vice President
5835 Blue Lagoon Drive, Suite 303
Miami, FL 33126
Tel: 305-477-7667 Fax: 305-477-4474

Ronald Wassson
Town of Bay Harbor Islands
Town Hall
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

With Copy to:

SECTION 22. TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. Each Project Agreement's contract price and any additions shall be adjusted to exclude any significant sums by which the TOWN determines the Project's contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments shall be made within one year following the end of each Project Agreement.

SECTION 23. CONSENT TO JURISDICTION

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to the Agreement. Venue of any action to enforce this Agreement shall be in Dade County, Florida.

SECTION 24. GOVERNING LAW

This Agreement shall be construed in accordance with the governed by the laws of the State of Florida.

SECTION 25. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 26. EXHIBITS

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

SECTION 27. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to

the fullest extent permitted by law.

SECTION 28. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

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

TOWN

BAY HARBOR ISLANDS, FLORIDA

By: _____
Town Manager – Ronald Wasson

The 23 day of October, 2017.

AUTHENTICATION:

_____
Town Clerk Marlene M. Siegel

(SEAL) Seal

APPROVED AS TO FORM

_____
Asst Town Attorney Frank C. Simone, Esq.

CONSULTANT

Keith & Schnars Engineers

By: _____
Print Name: JOSÉ (JOE) L. GÓMEZ
Title: SR. VICE PRES. OF ENGR.

The 17TH day of OCTOBER 2017.

AUTHENTICATE:

_____
Secretary

MARK J MOSHIER
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

Print Name: Kimberley Jackson

_____

Print Name: Joi-Phyle Hallem

WORK AUTHORIZATION PURSUANT TO THE

CONTINUING SERVICES AGREEMENT BETWEEN
THE TOWN OF BAY HARBOR ISLANDS
AND
KEITH & SCHNARS
(ASSIGNED TO KCI TECHNOLOGIES, INC.)
OCTOBER 23, 2017

TOWN OF BAY HARBOR ISLANDS
STORMWATER DEVELOPMENT IMPACT FEE ANALYSIS

The purpose of this Agreement is to outline the scope of services to be provided by KCI Technologies, Inc., (CONSULTANT) and accepted by the Town of Bay Harbor Islands (TOWN), and to establish the contractual conditions between the CONSULTANT and the TOWN with respect to the proposed services under the above referenced existing agreement between the Town of Bay Harbor Islands (TOWN) and KCI Technologies, Inc. (CONSULTANT), executed on 10/23/17. The services include providing professional engineering services to assist the TOWN in the Stormwater Development Impact Fee Analysis and Development.

INTRODUCTION

The TOWN desires to have CONSULTANT provide professional services to assist the TOWN by providing a Stormwater Development Impact Fee Analysis and updating the TOWN's current Stormwater Development Impact Fee structure. The CONSULTANT prepared the Town of Bay Harbor Islands "Town-wide Stormwater Master Plan" in April, 2022. The TOWN has requested that the CONSULTANT, as part of this agreement's scope of services, prepare opinion of costs for the Stormwater Capital Improvement Projects based on 2025 costs, as a basis for developing the updated impact fee structure.

SCOPE OF SERVICES

The scope of work, fees and schedule herein, as requested by the TOWN are to be based, in part, on information contained in the "Town-wide Stormwater Master Plan" Volumes I, II and III.

Task 1: Data Collection/ Review Documents/Modeling

CONSULTANT will perform data collection services by researching existing permits, as-builts, modeling results, GIS, planning and zoning docs, reports, master plans and any other pertinent documents available and/or provided by the TOWN.

Lump Sum Fee for this task shall be $3,550.00

Task 2: Review the April, 2022 "Town-wide Stormwater Master Plan" and Coordination with Town and Stakeholders

2.1 CONSULTANT shall review, in depth, the 2022 Master Plan and the findings and recommendations for implementing stormwater Capital Improvement Projects and opinions of costs for relevance with the Town's current goals and objectives. **A summary report** will be provided to the Town and stakeholders. Coordination with the Town and the CONSULTANTS team will be performed and any necessary adjustments will be made that will impact the projected costs of stormwater improvements implementation. Adjustments will be made to develop the baseline for proceeding with updating costs to 2025 dollars for input into the approved impact fee methodology.

2.2 CONSULTANT shall coordinate with their team as identified in Task 3 and develop a summary of **updated opinions of cost** to implement the 2026 CIP program.

Lump sum fee for the above task $20,360.00

Task 3: Impact Fee Methodology Consultation Services

3.1 Review compliance with the Florida Impact Fee Act (F.S. 163.31801), including legal requirements and recent updates. **An assessment report of legal process to follow** in developing compliant impact fees will be provided.
3.2 Identify underlying assumptions in the current impact fee methodology, including data sources, transparency, and proportionality of fee allocation.
3.3 Analyze the completeness, accuracy, and recency of current capital improvement plans and stormwater infrastructure projects.
3.4 Assess historical changes to the fee model, verifying all updates for statutory compliance and Town-specific mandates.
3.5 Evaluate adopted methodologies for transparent data documentation, including the basis for cost estimates and allocation formulas.
3.6 Assess how planned and future capital projects have been incorporated into projected fee schedules.
3.7 Validate population, land use, and development data used in developing current fees for accuracy and current relevance.
3.8 Review restrictions or limitations imposed on fee usage, ensuring they align with statutory requirements and Town objectives.
3.9 Examine all planned and ongoing regulatory changes affecting stormwater management, cost recovery, and fee structure.
3.10 Seek input from stakeholders, municipal officials, and the public to ensure the methodology addresses community priorities and fairness.
3.11 Analyze the Town's current and future development pipeline to determine adequacy of current impact fee structure.
3.12 Identify new or emerging stormwater challenges requiring updated cost components.
3.13 Review prior analyses and consultant reports for consistency, objectivity, and compliance with best practices.
3.14 Summarize findings and provide a **prioritized action list for updating the methodology** and supporting transparent, equitable fee schedules for Town review.

Lump sum fee for the above task $15,700.00

Task 4: Related Coordination Meetings

4.1 CONSULTANT shall attend team meetings required to review the work tasks associated with the above related Tasks. CONSULTANT shall also attend requested meetings with the TOWN's designated Project Manager.

CONSULTANT team shall attend up to nine (9) virtual Teams/Zoom meetings, i.e., one (1) per week for the 9-week project duration.

Lump Fee for this task shall be.....$5,850.00

Task 5: Summary of Findings

CONSULTANT shall report findings, throughout the process, of the following as noted in the above task assignments.

1. Summary report of findings and recommendations from the 2022 Master Plan...Task 2.1
2. Updated opinions of cost...Task 2.2
3. Assessment report of legal process to follow...Task 3.1
4. Prioritized action list for updating methodology for TOWN'S review ..Task 3.14

Lump Fee for this task shall be.....$4,250.00

Task 6: Impact Fee Schedule Structure

CONSULTANT shall prepare a draft report of impact fee schedule structure for TOWN'S staff to review and comment. CONSULTANT will implement pertinent/applicable comments into a Final Report for formal presentation to the TOWN.

Lump Fee for this task shall be.....$3,270.00

Estimated Direct Expenses.....$1,000.00
TOTAL LUMP SUM FEE.....$56,880.00

SCHEDULE

Once a PO has been issued, the CONSULTANT shall commence work on the project. CONSULTANT anticipates commencing work within three (3) days from the receipt of the fully executed Purchase Order and completing the above prescribed work, i.e., Task descriptions 1 thru 6 of the Scope of Work above, within 9 weeks from the receipt of the Official Notice To Proceed.

COMPENSATION

CONSULTANT shall invoice the TOWN for services rendered under this Agreement on a lump sum basis and in accordance with the terms and conditions of the Agreement for Professional Services between the Town of Bay Harbor Islands and KCI Technologies, Inc. dated 10/23/17. Fee breakdown by tasks has been provided only for rough estimate/review of effort of the CONSULTANT utilized in developing the lump sum

amounts. Invoicing will be submitted each month based on percent complete for each of the tasks noted in this agreement.

Stormwater Development Impact Fee Analysis And Update Impact Fee Structure - Fee Breakdown					
Task 1	**Data Collection / Review Docs, Modeling**				
	Rate	Hrs/W	Weeks	Total Hrs	Amount
KCI Technologies -Prime					
Project Manager	$210	8	1	8	$1,680
Engineer, E.I.	$140	12	1	12	$1,680
Clerical	$95	2	1	2	$190
					$3,550
Task 2	**Review 2022 SWM Master Plan and Coord.**				
	Rate	Hrs/W	Weeks	Total Hrs	Amount
KCI Technologies -Prime					
Project Manager	$210	20	2	40	$8,400
Engineer, E.I.	$140	40	2	80	$11,200
Clerical	$95	4	2	8	$760
					$20,360
Task 3	**Impact Fee and Methodology Consultation**				
	Rate	Hrs/W	Weeks	Total Hrs	Amount
KCI Technologies -Prime					
Project Manager	$210	1	4	4	$840
Engineer, E.I.	$140	3	4	12	$1,680
Clerical	$95	1	4	4	$380
					$2,900
	Rate	Hrs/W	Weeks	Total Hrs	Amount
GMS -Specialty Sub-Consultant					
Methodology Consultant	$175	6	4	24	$4,200
Accountant	$125	16	4	64	$8,000
Clerical	$75	2	4	8	$600
					$12,800
					$15,700

Task 4	**Related Coordination Meetings**				
	Rate	Hrs/Mtg	Mtgs	Total Hrs	Amount
KCI Technologies -Prime					
Project Manager	$210	1	9	9	$1,890
Engineer, E.I.	$140	1	9	9	$1,260
Clerical	$95	0	9	0	$0
					$3,150
GMS -Specialty Sub-Consultant					
Methodology Consultant	$175	1	9	9	$1,575
Accountant	$125	1	9	9	$1,125
Clerical	$75	0	9	0	$0
					$2,700
					$5,850
Task 5	**Summary of Findings**				
	Rate	Hrs/W	Weeks	Total Hrs	Amount
KCI Technologies -Prime					
Project Manager	$210	6	1	6	$1,260
Engineer, E.I.	$140	20	1	20	$2,800
Clerical	$95	2	1	2	$190
					$4,250
Task 6	**Impact Fee Schedule Structure**				
	Rate	Hrs/W	Weeks	Total Hrs	Amount
KCI Technologies -Prime					
Project Manager	$210	4	1	4	$840
Engineer, E.I.	$140	16	1	16	$2,240
Clerical	$95	2	1	2	$190
					$3,270
Estimated Direct Expenses					**$1,000**
TOTAL LUMP SUM FEE					**$56,880**
Timeline					**9 Weeks**

ASSUMPTIONS, EXCLUSIONS AND CAVEATS

1. If assistance other than that described in the above Scope of Services is necessary, a contract amendment/supplemental agreement for the additional services will be provided.
2. TOWN to respond to any document review/inquiries within 2-5 business days to maintain the anticipated 9 week project timeline.
3. Subsequent to completion of tasks identified in this agreement, if the TOWN would like to pursue alternative funding mechanisms the CONSULTANT team can provide such additional services upon request by the TOWN.

THE TOWN'S ASSISTANCE

The TOWN shall assist the CONSULTANT with the following items in order to expedite the completion of the project in an effective manner.

A. Provide detailed plans of the existing stormwater facilities, record drawings and other pertinent documents, if available.
B. Current Stormwater Impact Fee structure
C. Provide any stormwater permits
D. Provide copies of any previous pertinent reports
E. Provide any master plans or city-wide modeling results, GIS of stormwater systems, proposed zoning impacting the existing and proposed stormwater infrastructure

In Witness of the foregoing, the parties have set their hands and seals this 13 day of February 2026..

CONSULTANT
KCI Technologies, Inc.
a Delaware Corporation

By: _____
Brian Wilkes
Practice Leader-Civil / Land Development

TOWN OF BAY HARBOR ISLANDS
a Municipal Corporation of
the State of Florida

By: _____
Responsible Entity
Town Manager

RESOLUTION NO. 2554

A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AUTHORIZING KCI TECHNOLOGIES, INC. TO PERFORM STORMWATER IMPACT FEE ANALYSIS IN ACCORDANCE WITH THE TOWN'S AGREEMENT WITH KCI TECHNOLOGIES, INC.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town previously entered into an agreement dated October 23, 2017 (the "Agreement") with KEITH & SCHNARS (ASSIGNED TO KCI TECHNOLOGIES, INC.) ("KCI"), pursuant to Section 287.055, Florida Statutes, the Town solicited proposals from qualified engineers and selected KCI to provide continuing professional services to the Town; and

WHEREAS, pursuant to the Agreement, the Town desires to engage KCI to perform Stormwater Impact Fee Analysis as outlined in the Task Order attached hereto as Exhibit A (the "Task Order"); and

WHEREAS the compensation to be paid to KCI for such Task Order will not exceed $58,880, based upon the hourly rates to be paid to KCI as provided in the Agreement; and

WHEREAS, the Town Council hereby finds that engaging KCI to perform the work described in the Task Order, attached hereto as Exhibit A, and made a part of this Resolution, to be in the best interest of the Town and its citizens.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS:

Section1. The foregoing recitals are adopted and hereby incorporated as if fully

set forth herein.

Section 2. The Town hereby engages KCI to perform the work described in the Task Order, in substantially the form attached hereto as Exhibit A, and said work is hereby authorized and approved.

Section 3. If any provision, section, phrase, or word of this Resolution is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions, sections, phrases or words of this Resolution shall remain in full force and effect.

Section 4. The Town Manager is hereby authorized to do all things necessary to carry out the aims of the Resolution.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 11 day of February 2026.

Motion By: Council Member Yaffe
Second By: Council Member D'Amico

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	Absent
Vice Mayor Stephanie Bruder	Yes
Council Member Teri D'Amico	Yes
Council Member Molly Diallo	Yes
Council Member Joshua Fuller	Yes
Council Member Eric Rappaport	Yes
Council Member Robert Yaffe	Yes

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
FOR Isaac Salver
Mayor

Attest:

_____
Evelyn Herbello, MMC
Town Clerk

Approved as to form and legal sufficiency:

/s/ *Ahmand R. Johnson*
Greenspoon Marder LLP
Town Attorneys
BY: Morris G. (Skip) Miller, Esq.

CHANGE ORDER NO. 1
TO PURCHASE ORDER NO. 07461

FOR PROFESSIONAL SERVICES
Provided By KCI Technologies, Inc.

THIS CHANGE ORDER NO. 1 ("**Change Order**") to P.O. NO. 07461 ("**Purchase Order**") for Professional Services is entered into as of the date of last signature ("**Effective Date**") between KCI Technologies, Inc. ("**KCI**") and Town of Bay Harbor Islands ("**Client**"), hereinafter referred to jointly as the "**Parties**" or singularly as the "**Party**".

1. **Amendments to the Agreement**. The following sections of the Professional Services Agreement executed October 28, 2024 ("**Agreement**") are hereby amended by mutual agreement of the Parties as of the Effective Date:

   a) The SCOPE OF SERVICES section of the Agreement is amended by inserting at the end of the section the following:

Task 2- 4 Additional Efforts

This Change Order No. 1 is due to (a) the additional time and effort of the KCI team attributed to contract duration extending from the nine (9) week contracted timeline to twenty (20) week actual duration, (b) additional research and assessments to date related to unforeseen issues/conditions encountered and (c) review and assessment of forthcoming Town's seawall consultant (Cummins Cederberg) seawall assessment report's findings and modifications to the previously completed Task 3 Report.

Lump sum fee for this Change Order……$26,750.00

   b) The FEES AND PAYMENTS section of the Agreement/Purchase Order is amended by replacing "a lump sum of $56,880.00" with "a lump sum of $83,630.00".

IN WITNESS WHEREOF, the Parties have caused this Change Order to be duly executed. Each Party warrants and represents that its respective signatories are duly authorized to execute this Amendment.

KCI:
KCI Technologies, Inc.
BY:

_____
Signature

Bruce Reed, RLA_____
Name

Regional Practice Leader, V.P.
Title

_____
Date

CLIENT:
Town of Bay Harbor Islands
BY:

_____
Signature

_____
Name

_____
Title

_____
Date

TOWN OF BAY HARBOR ISLANDS
1030 95th Steeet
Bay Harbor Islands, FL 33154
PH: (305) 866-6241

PURCHASE ORDER

PO Number: 07461 **Date:** 02/18/2026

Requisition #: 07461 **Vendor #:** VEN01142

ISSUED TO: KCI TECHNOLOGIES, INC.
936 RIDGEBROOK ROAD
SPARKS, MD 21152

SHIP TO: Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

ITEM	UNITS	DESCRIPTION	GL ACCT #	PROJ ACCT #	PRICE	AMOUNT
1		STORMWATER DEVELOPMENT IMPACT FEE ANALYSIS	406.5380.400031.000			56,880.00

SUBTOTAL:	56,880.00
TOTAL TAX:	0.00
SHIPPING:	0.00
TOTAL	56,880.00

1. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
2. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
3. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the Town.
4. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
5. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.

RESOLUTION NO. 2026-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE STORMWATER IMPACT FEE ANALYSIS TASK ORDER WITH KCI TECHNOLOGIES, INC.; AUTHORIZING AN INCREASE IN THE CONTRACT AMOUNT IN THE SUM OF $26,750.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, impact fees are one-time charges imposed by local governments on new development to fund infrastructure improvements necessitated by growth, including stormwater systems and related public facilities; and

WHEREAS, the Town of Bay Harbor Islands currently does not impose a stormwater impact fee; and

WHEREAS, on February 11, 2026, the Town Council approved an agreement with KCI Technologies, Inc. for Engineering Consultant Continuing Services; and

WHEREAS, KCI Technologies, Inc. was authorized to perform a Stormwater Impact Fee Analysis under the Town's existing agreement; and

WHEREAS, the original scope of work was estimated to require nine (9) weeks and a total cost of $56,880.00; and

WHEREAS, the project duration extended to approximately twenty (20) weeks due to additional consultant time, unforeseen conditions, additional research and assessments, and the review of the forthcoming Cummins Cederberg seawall

assessment report and resulting modifications to the previously completed Task 3 Report; and

WHEREAS, KCI Technologies, Inc. submitted Change Order No. 1 in the amount of $26,750.00 for the additional professional services required to complete the analysis; and

WHEREAS, approval of Change Order No. 1 will increase the total project authorization from $56,880.00 to $83,630.00; and

WHEREAS, funding is available in FY2027 Budget Account No. 406.5380.400031.000 (Professional Services); and

WHEREAS, the Town Council finds that approval of Change Order No. 1 is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval of Change Order No. 1. The Town Council hereby approves Change Order No. 1 to the Stormwater Impact Fee Analysis Task Order with KCI Technologies, Inc. in the amount of $26,750.00, increasing the total authorization from $56,880.00 to $83,630.00.

Section 3. Authorization. The Town Manager is authorized to execute Change Order No. 1 and any supporting documents necessary to implement this Resolution.

Section 4. Implementation. Town officials are authorized to take all actions necessary to carry out the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2026.

Motion By: _____
Seconded By: _____

FINAL ADOPTED VOTE:
Mayor Isaac Salver _____
Vice Mayor Stephanie Bruder _____
Council Member Joshua D. Fuller _____
Council Member Molly Diallo _____
Council Member Eric Rappaport _____
Council Member Elchonon Shagalov _____
Council Member Robert H. Yaffe _____

_____
Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Tania Cruz-Gimenez, Esq.
Town Attorney
McCarter & English, LLP

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 11.3
Date: October 14, 2026
From: Lindsley Noel, Town Manager
To: Mayor and Town Council Members
Subject: Consideration and approval of a resolution authorizing the Town Manager to approve a $114,028 proposal for Chen Moore and Associates (CMA) to provide a new assessment of public shoreline and sea walls belonging to the Town along with an opinion of probable cost.

Suggested Action: – Approve a $114,028 proposal for CMA to provide a new assessment of public shoreline and sea walls belonging to the Town along with an opinion of probable cost.

Description/Background –

BACKGROUND / ANALYSIS

Impact fees are one-time charges imposed by local governments on new developments to cover the costs of infrastructure improvements such as stormwater, roads, parks and public safety facilities. Per statute, the impact fees must be calculated based on the most recent and localized data available and must be supported by studies to ensure the fees are proportional to the impact of the new development. Essentially, they help ensure that the costs associated with growth are shared by developers rather than solely by existing taxpayers.

Local governments are required to maintain separate accounting for the impact fee collections and expenditures; and impact fees can only be used for funding new infrastructure necessitated by new development – rather than the maintenance or repair of existing facilities.

Currently the Town does not levy a Stormwater Impact Fee.

On February 11, 2026, the Town Council approved an agreement with Keith & Schnars (Assigned to KCI Technologies, Inc.) (KCI) for Engineering Consultant Continuing Services. KCI will perform Stormwater Impact Fee Analysis.

KCI require an updated assessment of public shoreline and sea walls belonging to the Town along with an opinion of probable cost. The Town last performed seawall assessment in 2020.

We received the Chen Moore and Associates (CMA) proposal to provide a new assessment of public shoreline and sea walls belonging to the Town along with an opinion of probable cost.

On November 30, 2023, the Town Council approved an agreement with CMA for Engineering Consultant Continuing Services, RFQ No. 5-1005-23-0-2023/FVR.

FINANCIAL ANALYSIS

The cost of this Town Sea Walls Assessment is included in the FY2027 budget.

GL Line-Item Number: 406.5380.400031.000 Professional Services

Total Amount Budgeted: $139,379.

Total Amount Requested: $114,028.

Budget balance after approval: $25,351

Master Agreement Engineering Consultant Continuing Services RFQ 5-1005-23-0-2023FVR
CMA Proposal Town Seawalls Assessment V2.pdf
TBH - BHI Seawall Assessment Resolution.docx

AGREEMENT

THIS IS AN AGREEMENT made and entered into this 30 day of November 2023, by and between:

Town of Bay Harbor Islands a Florida municipality, (hereinafter referred to as "Town")

and

Chen Moore and Associates, Inc, a Florida Corporation, authorized to do business in the state Florida (hereinafter referred to as "CONSULTANT")

WHEREAS, the Town Council of the Town of Bay Harbor Islands Florida at its meeting of November,30 2023 authorized by motion the execution of this Agreement between CONSULTANT and Town authorizing the performance of Engineering Consultant Continuing Services, RFQ No. 5-1005-23-0-2023/FVR incorporated herein, (the "Agreement"); and

WHEREAS, the CONSULTANT is willing and able to render professional services for such project for the compensation and on the terms hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the Parties hereto, do agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the DEFINITIONS and IDENTIFICATIONS set forth below are assumed to be true and correct and are therefore agreed upon by the Parties.

1.1 AGREEMENT: Means this document between the TOWN and CONSULTANT dated November 30,2023, and any duly authorized and executed Amendments to Agreement.

1.2 BASIC SERVICES: Services performed by CONSULTANT for authorized scope of work for the Project phase described in this Agreement and listed in Exhibit "A," Scope of Services.

1.3 CONSULTANT'S PERIODIC ESTIMATE FOR PAYMENT: A statement by CONSULTANT based on observations at the site and on review of documentation submitted by the Contractor that by its issuance recommends that TOWN pay

identified amounts to the Contractor for services performed by the Contractor at the Project.

1.4 CHANGE ORDER: A written order to the CONSULTANT approved by the TOWN authorizing a revision of this agreement between the TOWN and CONSULTANT that is directly related to the original scope of work or an adjustment in the original Agreement price or the Agreement time directly related to the original scope of work, issued on or after the effective date of this Agreement.

The CONSULTANT may review and make recommendations to the TOWN on any proposed Change Orders, for approval or other appropriate action by the TOWN.

1.5 TOWN: The Town of Bay Harbor Islands, a Florida municipality.

1.6 TOWN MANAGER: The Town Manager of the Town of Bay Harbor Islands, Florida.

1.7 COUNCIL: The Town Council of the Town of Bay Harbor Islands, Florida, which is the governing body of the TOWN government.

1.8 CONSTRUCTION COST: The total construction cost to TOWN of all elements of the Project designed or specified by CONSULTANT.

1.9 CONSTRUCTION COST LIMIT: A maximum construction cost limit established by the TOWN defining the maximum budget amount to which the final construction documents should be designed so as not to exceed.

1.10 CONSTRUCTION DOCUMENTS: Those working drawings and specifications and other writings setting forth in detail and prescribing the work to be done, the materials, workmanship and other requirements for construction of the entire Project, including any bidding information.

1.11 CONSULTANT: **Chen Moore and Associates, Inc** the CONSULTANT selected to perform professional services pursuant to this Agreement.

1.12 AGREEMENTADMINISTRATOR: The (Dept. Director) for the Town of Bay Harbor Islands, or his designee. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Agreement Administrator.

1.13 CONTRACTOR: One or more individuals, firms, corporations or other entities identified as such by a written agreement with TOWN ("Agreement for Construction") to perform the construction services required to complete the Project.

1.14 DEPARTMENT DIRECTOR**:** The (Dept. Director) for the Town of Bay Harbor Islands.

1.15 ERROR: A mistake in design, plans and/or specifications that incorporates into those documents an element that is incorrect and is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes mistakes in design, plans, specifications and/or shop drawings review that lead to materials and/or equipment being ordered and/or delivered where additional costs are incurred.

1.16 FINAL STATEMENT OF PROBABLE CONSTRUCTION COSTS: A final cost estimate prepared by CONSULTANT during the Final Design Phase of the Project, based upon the final detailed Construction Documents of the Project.

1.17 NOTICE TO PROCEED: A written Notice to Proceed with the Project issued by the Agreement Administrator.

1.18 OMISSION: A scope of work missed by CONSULTANT that is necessary for the Project, including a quantity miscalculation, which was later discovered and added by Change Order and which is deficient from the standard of care that a professional engineer in similar circumstances, working on a similar project and location would have exercised. Also includes design that was wrong, but was corrected after award to the Contractor, but before the construction process was materially affected.

1.19 ORIGINAL AGREEMENTPRICE: The original bid and/or Agreement price as awarded to a Contractor based upon CONSULTANT'S final detailed Construction Documents of the Project.

1.20 PLANS AND SPECIFICATIONS: The documents setting forth the final design plans and specifications of the Project, including architectural, civil, structural, mechanical, electrical, communications and security systems, materials, lighting equipment, site and landscape design, and other essentials as may be appropriate, all as approved by TOWN as provided in this Agreement.

1.21 PRELIMINARY PLANS: The documents prepared by CONSULTANT consisting of preliminary design drawings, renderings and other documents to fix and describe the size and character of the entire Project, and the relationship of Project components to one another and existing features.

1.22 PROJECT: An agreed scope of work for accomplishing a specific plan or development. This may include, but is not limited to, planning, architectural, engineering, and construction support services. The services to be provided by CONSULTANT shall be as defined in this Agreement and further detailed in Task Orders for individual projects or combinations of projects. The Project planning, design and construction may occur in separate phases and Task Orders

at the TOWN's discretion.

1.23 RESIDENT PROJECT REPRESENTATIVE: Individuals or entities selected, employed, compensated by and directed to perform services on behalf of TOWN, in monitoring the Construction Phase of the Project to completion.

1.24 SPECIFICATIONS: The specifications referred to in this agreement are the CONSTRUCTION STANDARDS AND SPECIFICATIONS, Office of the Tow Engineer, Town of Bay Harbor Islands.

1.25 STATEMENT OF PROBABLE PROJECT COSTS: A document to be prepared by CONSULTANT that shall reflect a detailed statement of the total probable costs.

1.26 SUBSTANTIAL COMPLETION: The TOWN will consider the work substantially complete when the Contractor submits 100% complete deliverables (i.e. Drawings, Specifications, Reports, Renderings) as described in this Agreement to the satisfaction of the Town.

1.27 TASK ORDER: A document setting forth a negotiated detailed scope of services to be performed by CONSULTANT at fixed Agreement prices in accordance with this Agreement between the TOWN and CONSULTANT.

1.28 TIME OF COMPLETION: Time in which the entire work shall be completed for each Task Order.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions of this Agreement which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Pursuant to Section 287.055, Florida Statutes, TOWN has formed a Committee to evaluate CONSULTANT's statement of qualifications and performance data to ensure that CONSULTANT has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected CONSULTANT to perform services hereunder.

ARTICLE 3
SCOPE OF SERVICES

3.1 The CONSULTANT shall perform the following professional services: Engineering Continuing Services as more specifically described in Exhibit "A," Scope of Services,

attached hereto and incorporated herein, and shall include, but not be limited to, services as applicable and authorized by individual Task Orders for the individual projects in accordance with Article 6 herein. CONSULTANT shall provide all services set forth in Exhibit "A" including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in CONSULTANT's level of effort. CONSULTANT will perform the Services in accordance with standard industry practices, with the care, knowledge and skill expected of similar engineering firms. No other warranties, express or implied are made or intended.

3.2 TOWN and CONSULTANT acknowledge that the Scope of Services does not delineate every detail and minor work tasks required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in CONSULTANT's opinion, outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify Agreement Administrator and obtain written approval by the TOWN in a timely manner before proceeding with the work. Notice to Agreement Administrator does not constitute authorization or approval by TOWN to perform the work. The TOWN shall not pay for any work that is not approved by the Agreement Administrator in writing. If CONSULTANT proceeds with said work without notifying the Agreement Administrator, said work shall be deemed to be within the original level of effort, whether specifically addressed in the Scope of Services. Notice to Agreement Administrator does not constitute authorization or approval by TOWN to perform the work. Performance of work by CONSULTANT outside the originally anticipated level of effort without prior written TOWN approval is at CONSULTANT's sole risk.

ARTICLE 4
GENERAL PROVISIONS

4.1 Negotiations pertaining to the rates for professional services to be performed by CONSULTANT have been undertaken between CONSULTANT and TOWN representatives pursuant to Section 287.055, Florida Statutes, and this Agreement incorporates the results of such negotiation.

4.2 CONSULTANT shall include TOWN's specific Task Order number as part of the heading on all correspondence, invoices and drawings. All correspondence shall be directed specifically to the Agreement Administrator.

ARTICLE 5
PRIORITY OF PROVISIONS

5.1 The Agreement Documents are intended to include all items necessary for the

proper execution and completion of the work by CONSULTANT. Any labor, services, materials, supplies, equipment or documentation that may reasonably be inferred from the Agreement Documents or trade usage from prevailing custom as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to TOWN. The Agreement Documents are complementary, and wherever possible the provisions of the Agreement Documents shall be construed in such manner as to avoid conflicts between provisions of the various Agreement Documents. In the event of any inconsistency in the Agreement Documents, where such inconsistency is not clarified by change order, addendum or amendment, the Agreement Documents shall be construed according to the following priorities:

First priority: Approved Change Orders, Addendums or Amendments to all related documents.

Second priority: Specifications (quality) and Drawings (location and quantity) of CONSULTANT.

Third priority: This AGREEMENT.

Fourth priority: Town of Bay Harbor Islands Request for Qualifications **RFQ No. 5-1005-23-0-2023/FVR**.

Fifth priority: CONSULTANT's response to Town of Bay Harbor Islands Request for Qualifications # **RFQ No. 5-1005-23-0-2023/FVR**.

5.2 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and now shown on the drawings, shall have the same effect as if shown or mentioned respectively in both. In the event of a conflict among the Agreement Documents, the latest, most stringent, and more technical requirement(s), including, but not limited to, issues of quantities or cost of the Work shall control.

Reference to standard specifications, manuals, rules, regulations, ordinances, laws or codes of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, rule, regulation, ordinance, law or code in effect at the time of permit submittal.

ARTICLE 6
TASK ORDERS

6.1 The Project will be divided into "Tasks."

6.2 Task Orders shall be jointly prepared by the TOWN and CONSULTANT defining the detailed scope of services to be provided for the particular Project. Each Task

Order shall be separately numbered and approved in accordance with this Agreement and all applicable TOWN code requirements.

6.3 Under all Task Orders and Projects, TOWN may require the CONSULTANT, by specific written authorization, and for mutually agreed upon additional compensation, to provide or assist in obtaining one or more of the following special services. These services may include, at the discretion of the TOWN, the following items:

6.3.1 Providing additional copies of reports, Agreement drawings and documents; and

6.3.2 Assisting TOWN with litigation support services arising from the planning, development, or construction.

6.4 Prior to initiating the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed / Purchase Order from the TOWN. The CONSULTANT must receive the approval of the Agreement Administrator or his designee in writing prior to beginning the performance of services in any subsequent Task Order under this Agreement.

6.5 If, in the opinion of the TOWN, the CONSULTANT is improperly performing the services under a specific Task Order, or if at any time the TOWN shall be of the opinion that said Task Order is being unnecessarily delayed and will not be completed within the agreed upon time, the TOWN shall notify the CONSULTANT in writing. The CONSULTANT has within ten (10) working days thereafter to take such measures as will, in the judgment of the TOWN, ensure satisfactory performance and completion of the work. If the CONSULTANT fails to cure within the ten (10) working days, the TOWN may notify the CONSULTANT to discontinue all work under the specified Task Order. The CONSULTANT shall immediately respect said notice and stop said work and cease to have any rights in the possession of the work and shall forfeit the Task Order and any remaining monies. The TOWN may then decide, after Town Council approval, to issue a new Task Order for the uncompleted work to another consultant using the remaining funds. Any excess costs arising therefrom over and above the original Task Order price shall be charged against CONSULTANT, as the original CONSULTANT.

6.6 ARTICLE 7
TERM OF AGREEMENT; TIME FOR PERFORMANCE

7.1 The initial Agreement term shall commence upon final execution of the Agreement by the Town and shall expire Two (2) years from that date. The Town reserves the right to extend the Agreement for Three (3) additional one(1) year terms providing all terms conditions and specifications remain the same, and such extension is approved by the Town.

In the event services are scheduled to end because of the expiration of this

contract, the Contractor shall continue the service upon the request of the Town as authorized by the awarding authority. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the Town.

7.2 CONSULTANT shall perform the services described in Task Orders within the time periods specified in the Task Order. Said time periods shall commence from the date of the Notice to Proceed for such services.

7.3 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a Notice to Proceed. CONSULTANT must receive written approval from the Agreement Administrator prior to beginning the performance of services in any subsequent phases of the Agreement. Prior to granting approval for CONSULTANT to proceed to a subsequent phase, the Agreement Administrator may, at his or her sole option, require CONSULTANT to submit itemized deliverables/documents for the Agreement Administrator's review.

7.4 In the event CONSULTANT is unable to complete any services because of delays resulting from untimely review by TOWN or other governmental authorities having jurisdiction over the Project, and such delays are not the fault of CONSULTANT, or because of delays which were caused by factors outside the control of CONSULTANT, TOWN shall grant a reasonable extension of time for completion of the services. It shall be the responsibility of the CONSULTANT to notify TOWN promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform TOWN of all facts and details related to the delay.

7.5 The time for the performance of services described in assigned Task Orders shall be negotiated by the TOWN and the CONSULTANT as the services are requested and authorized by the TOWN.

ARTICLE 8
COMPENSATION AND METHOD OF PAYMENT

8.1 AMOUNT AND METHOD OF COMPENSATION

8.1.1 Not To Exceed Amount Compensation

TOWN agrees to pay CONSULTANT as compensation for performance of all services as related to each Task Order under the terms of this Agreement a Not to Exceed Amount as agreed upon per Task Order. This compensation does not include Reimbursables as described in Section 8.2. It is agreed that the method of compensation is that of "Not to Exceed Amount" which means that CONSULTANT shall perform all services set forth in each Task Order for total compensation in the amount of or less than that stated total. The hourly rate-billing schedule to be used in negotiating each Task Order is attached as Exhibit "B" to this Agreement. As described

in Section 9.1, no modification, amendment, or alteration to Exhibit “B” shall be effective unless contained in a written document prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

A not to exceed proposal shall be accompanied by the CONSULTANT’s estimate. The estimate shall detail the direct labor costs by categories of employees, work hours, and hourly rate; overhead; direct non-salary expenses including reimbursables; and profit, or as required by individual Task Order.

8.2 REIMBURSABLES

A. Direct non-salary expenses, entitled Reimbursables, directly attributable to the Project will be charged at actual cost. Reimbursable expenses are in addition to the compensation for basic services and include actual expenditures made by the CONSULTANT and the CONSULTANT'S employees directly attributable to the Project and will be charged at actual cost, without reference to the professional service fees above. TOWN shall not withhold retainage from payments for Reimbursable Expenses. CONSULTANT shall be compensated for Reimbursables associated with a particular Task Order only up to the amount allocated for such Task Order. Any reimbursable or portion thereof which, when added to the Reimbursables related to a particular Task Order previously billed, exceeds the amount allocated for such Task Order shall be the responsibility of the CONSULTANT unless otherwise agreed to in writing by the Agreement Administrator. Travel and subsistence expenses for the CONSULTANT, his staff and subconsultants and communication expenses, long distance telephone, courier and express mail between CONSULTANT’s and subconsultants’ various offices are not reimbursable under this Agreement. Reimbursables shall include only the following listed expenses unless authorized in writing by the Agreement Administrator:

B. Cost of reproduction, postage and handling of drawings and specifications which are required to deliver services set forth in this Agreement, excluding reproductions for the office use of the CONSULTANT. Reimbursable printing and photocopying expenses shall include only those prints or photocopies of original documents which are (i) exchanged among CONSULTANT, TOWN and other third parties retained or employed by any of them or (ii) submitted to TOWN for review, approval or further distribution. Documents, which are reproduced for CONSULTANT’s internal drafts, reviews, or other purposes, are not eligible for reimbursement.

C. Identifiable testing costs and special inspections approved by Agreement Administrator.

D. All permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction Contractor.

E. Overnight Delivery/Courier Charges (when TOWN requires/requests this service).

8.2.2 Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses. A detailed statement of expenses must accompany any request for reimbursement. Local travel to and from the Project site or within the Tri-County Area will not be reimbursed.

8.2.3 It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in each Task Order is a limitation upon, and describes the maximum extent of TOWN's obligation to reimburse CONSULTANT for direct, non salary expenses, but does not constitute a limitation, of any sort, upon CONSULTANT's obligation to incur such expenses in the performance of services hereunder. If TOWN or Agreement Administrator requests CONSULTANT to incur expenses not contemplated in the amount for Reimbursables, CONSULTANT shall notify Agreement Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.

8.3 METHOD OF BILLING

8.3.1 Not To Exceed Amount Compensation

CONSULTANT shall submit billings, which are identified by the specific project number on a monthly basis in a timely manner for all salary costs and Reimbursables attributable to the Project. These billings shall identify the nature of the work performed for each phase, subtask, deliverable and item identified in the Exhibit "A" Scope of Services or Task Order, the total hours of work performed and the employee category of the individuals performing same. The statement shall show a summary of salary costs with accrual of the total and credits for portions paid previously. Subconsultant fees must be documented by copies of invoices or receipts, which describe the nature of the expenses and contain a project number or other identifier, which clearly indicates the expense, as identifiable to the Project. Except for meals and travel expenses, it shall be deemed unacceptable for the CONSULTANT to modify the invoice or receipt by adding a project number or other identifier. Internal expenses must be documented by appropriate CONSULTANT's cost accounting forms with a summary of charges by category. When requested, CONSULTANT shall provide backup for past and current invoices that records hours and salary costs by employee category and subconsultant fees on a task basis, so that total hours and costs by task may be determined.

8.4 METHOD OF PAYMENT

8.4.1 TOWN shall pay CONSULTANT in accordance with the Florida Prompt Payment Act. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form

and pursuant to instructions prescribed by Agreement Administrator.

8.4.2 TOWN will review CONSULTANT's invoices and, if inaccuracies or errors are discovered in said invoice, TOWN will inform CONSULTANT within ten (10) working days by fax and/or by email of such inaccuracies or errors and request that revised copies of all such documents be re-submitted by CONSULTANT to TOWN.

8.4.3 Payment are scheduled to be made by TOWN to CONSULTANT by Check.

8.4.4 Payment will be made to CONSULTANT at:

Chem Moore and Associates, Inc
3150 SW 38th Avenue Suite 950
Miami, FL 33146

ARTICLE 9
AMENDMENTS AND CHANGES IN SCOPE OF SERVICES

9.1.1 No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written Amendment prepared with the same formality as this Agreement and executed by the TOWN and CONSULTANT.

9.1.2 TOWN or CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under a Task Order. Such changes must be contained in a written amendment, executed by the Parties hereto, with the same formality and of equal dignity herewith, prior to any deviation from the terms of the Task Order including the initiation of any additional services. TOWN shall compensate CONSULTANT for such additional services as provided in Article 8.

9.1.3 In the event a dispute between the Agreement Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Agreement Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Manager for resolution. The Town Manager's decision shall be final and binding on the Parties for amounts in the aggregate under $100,000. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Dade County, Florida. Any resolution shall be set forth in a written document in accordance with Section 9.1.2 above. During the pendency of any dispute, CONSULTANT shall promptly perform the disputed services.

ARTICLE 10
CONSULTANT'S RESPONSIBILITIES

10.1 The CONSULTANT, following the TOWN's approval of the Construction Documents and of the Final Statement of Probable Construction Costs, shall, when so directed and authorized by the TOWN, assist the TOWN in estimating construction costs, reviewing proposals, and assist in awarding contracts for construction. If requested, CONSULTANT shall review and analyze the proposals received by the TOWN and shall make a recommendation for any award based on the Town of Bay Harbor Islands Procurement Ordinance.

10.2 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by CONSULTANT will represent its best judgment based on its experience and available information. The TOWN recognizes that CONSULTANT has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or CONSULTANT's methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, CONSULTANT does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by CONSULTANT.

- In the event that the lowest "best value" bid, as such term is used in the Town of Bay Harbor Islands Procurement Code, excluding any alternate bid items ("base bid"), exceeds the Estimated Construction Cost for a project by more than ten percent (10%), CONSULTANT shall explain, in writing, the reasons why the bids or proposals exceeded the ten percent (10%) factor following the analysis of all base bids. In such a circumstance, the TOWN may at its sole discretion, exercise any one or more of the following options: CONSULTANT shall be required to amend at the sole cost and expense of CONSULTANT, the Construction Drawings, Technical Specifications and Supplemental Conditions to enable the project to conform to a maximum of ten (10%) above the Estimated Construction Costs of the project, such amendments to be subject to the written final acceptance and approval of same by the TOWN;
- CONSULTANT shall be required to provide at the cost and expense of CONSULTANT re-bidding services and related items (including costs associated with regulatory review and approval of revised documents) as many times as requested by the TOWN until the base bid of at least one "best value" bid falls within the factor of ten (10%) of the Estimated Construction Cost of the project;
- The TOWN may approve an increase in the Estimated Construction Cost of the Project;
- The TOWN may reject all bids or proposals and may authorize re-bidding;
- The TOWN may if permitted, approve a renegotiation of the Project within a reasonable time;
- The TOWN may abandon the project and terminate CONSULTANT's work authorization and Services for the Project; or
- The TOWN may select as many deductive alternatives as may be necessary

to bring the award within ten percent (10%) of the Estimated Construction Costs of the Project.

It is expressly understood and agreed that the redesigning services required to keep the Project within 10% of the Estimated Construction Cost shall not be considered additional services and CONSULTANT agrees that it shall not seek compensation from the TOWN for such Services.

10.3 The CONSULTANT may be requested to provide the TOWN with a list of recommended, prospective proposers.

10.4 The CONSULTANT may be asked to attend all pre-bid / proposal conferences.

10.5 The CONSULTANT shall recommend any addenda, through the Agreement Administrator, as appropriate to clarify, correct, or change proposal /bid documents.

10.6 If pre-qualification of proposers is required as set forth in the request for proposal, CONSULTANT shall assist the TOWN, if requested, in developing qualification criteria, review qualifications and recommend acceptance or rejection of the proposers. If requested, CONSULTANT shall evaluate proposals and proposers, and make recommendations regarding any award by the TOWN.

10.7 The TOWN shall make decisions on claims regarding interpretation of the Construction Documents, and on other matters relating to the execution and progress of the work after receiving a recommendation from CONSULTANT .CONSULTANT may also assist in approving progress payments to the Contractor based on each Project Schedule of Values and the percentage of work completed.

10.8 The TOWN shall maintain a record of all Change Orders which shall be categorized according to the various types, causes, etc. that it may be determined are useful or necessary for its purpose. Among those shall be Change Orders identified as architectural/engineering Errors or Omissions.

10.8.1 Unless otherwise agreed by both Parties in writing, it is specifically agreed that any change to the work identified as an Error on the part of CONSULTANT shall be considered for purposes of this Agreement to be an additional cost to the TOWN which would not be incurred without the Error. Errors on the part of the CONSULTANT shall be rectified by the CONSULTANT with no additional cost to the TOWN.

10.8.2 Unless otherwise agreed by both Parties in writing, it is further specifically agreed for purposes of this Agreement that fifteen percent (15%) of the cost of Change Orders for any item categorized as an Omission shall be considered an additional cost to the TOWN which would not be incurred without the Omission. So long as the total of those two numbers (Change

Order costs of Errors plus fifteen percent (15%) of Omissions) remains less than two percent (2%) of the total Construction Cost of the Project, the TOWN shall not look to CONSULTANT for reimbursement for Errors and Omissions.

10.8.3 Should the sum of the two as defined above (cost of Errors plus fifteen percent (15%) of the cost of Omissions) exceed two percent (2%) of the Construction Cost, the TOWN shall recover the full and total additional cost to the TOWN as a result of CONSULTANT's Errors and Omissions from CONSULTANT, that being defined as the cost of Errors plus fifteen percent (15%) of the cost of Omissions above two percent (2%) of the Construction Cost.

10.8.4 To obtain such recovery, the TOWN shall deduct from CONSULTANT's fee a sufficient amount to recover all such additional cost to the TOWN.

10.8.5 In executing this Agreement, CONSULTANT acknowledges acceptance of these calculations and to the TOWN's right to recover same as stated above. The recovery of additional costs to the TOWN under this paragraph shall not limit or preclude recovery for other separate and/or additional damages which the TOWN may otherwise incur.

10.8.6 The Agreement Administrator's decision as to whether a Change Order is caused by an Error or caused by an Omission, taking into consideration industry standards, shall be final and binding on both Parties for amounts in the aggregate under $100,000 per project, subject to Section 9.3. In the event of a dispute in an amount over $100,000, the Parties agree to use their best efforts to settle such dispute. To this effect, they shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then upon notice to the other, either Party may commence litigation to resolve the dispute in Dade County, Florida.

ARTICLE 11
TOWN'S RESPONSIBILITIES

11.1 TOWN shall assist CONSULTANT by placing at CONSULTANT's disposal, all information TOWN has available pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

11.2 TOWN shall arrange for access to, and make all provisions for, CONSULTANT to enter upon public and private property as required for CONSULTANT to perform its services.

11.3 TOWN shall review the itemized deliverables/documents identified per Task Order.

11.4 TOWN shall give prompt written notice to CONSULTANT whenever TOWN observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services or any defect in the work of the Contractor.

ARTICLE 12
MISCELLANEOUS

12.1 OWNERSHIP OF DOCUMENTS

All documents including, but not limited to, drawings, renderings, models, and specifications prepared or furnished by CONSULTANT, its dependent professional associates and consultants, pursuant to this Agreement shall be owned by the TOWN.

Drawings, specifications, designs, models, photographs, reports, surveys and other data prepared in connection with this Agreement are and shall remain the property of the TOWN whether the Project for which they are made is executed or not, and are subject to reuse by the TOWN in accordance with Section 287.055(10) of the Florida Statutes. They are not intended or represented to be suitable for reuse by the TOWN or others on extensions of this Project or on any other project without appropriate verification or adaptation. Any reuse, except for the specific purpose intended hereunder, will be at the TOWN's sole risk and without liability or legal exposure to CONSULTANT or its subcontractors. This does not, however, relieve CONSULTANT of liability or legal exposure for errors, omissions, or negligent acts made on the part of CONSULTANT in connection with the proper use of documents prepared under this Agreement. Any such verification or adaptation may entitle CONSULTANT to further compensation at rates to be agreed upon by the TOWN and CONSULTANT. This shall not limit the TOWN's reuse of preliminary or developmental plans or ideas incorporated therein, should the Project be suspended or terminated prior to completion.

12.2 TERMINATION

12.2.1 Termination for Cause. It is expressly understood and agreed that the TOWN may terminate this Agreement at any time for cause in the event that the CONSULTANT (1) violates any provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of the services or does not perform the services in a timely and satisfactory manner upon written notice to the CONSULTANT. Notice of termination shall be provided in accordance with Section 12.27. In the case of termination by the TOWN for cause, the CONSULTANT shall be first granted a 10-working day cure period after receipt of written notice from the TOWN. In the event that the Agreement is terminated, the CONSULTANT shall be entitled to be compensated for the services rendered and accepted by the TOWN from the date of execution of the Agreement up to the time of termination. Such compensation shall be based on the fee as set forth above, wherever

possible. For those portions of services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the Project. In the event that the CONSULTANT abandons this Agreement or through violation of any of the terms and conditions of this Agreement, causes it to be terminated, CONSULTANT shall indemnify the TOWN against any and all loss pertaining to this termination.

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by CONSULTANT shall become the property of TOWN and shall be delivered by CONSULTANT to the TOWN within five (5) days of TOWN's request. Upon payment of such sum by TOWN to CONSULTANT, TOWN shall have no further duties or obligations pursuant to or arising from this Agreement.

This Agreement may also be terminated by TOWN upon such notice as TOWN deems appropriate in the event TOWN or Agreement Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Notice of termination shall be provided in accordance with Section 12.27, NOTICES, except that Agreement Administrator may provide a prior verbal stop work order if the Agreement Administrator deems a stop work order of this Agreement in whole or in part is necessary to protect the public's health, safety, or welfare. A verbal stop work order shall be promptly confirmed in writing as set forth in Section 12.27, NOTICES.

12.2.2 Termination for Convenience. In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed and accepted by the TOWN to the date the Agreement is terminated. Compensation shall be withheld until all documents specified in Section 11.3 of this Agreement are provided to the TOWN. Upon being notified of TOWN's election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. Under no circumstances shall TOWN make payment for services which have not been performed.

12.2.3 Termination by CONSULTANT. CONSULTANT shall have the right to terminate this Agreement upon substantial breach by the TOWN of its obligation under this Agreement as to unreasonable delay in payment or non-payment of undisputed amounts. CONSULTANT shall have no right to terminate this Agreement for convenience of the CONSULTANT.

12.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records, and accounts of CONSULTANT that are related to this Project. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CONSULTANT shall preserve and make available, at reasonable times and upon prior written notice for examination and audit by TOWN all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT's records, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for TOWN's disallowance and recovery of any payment upon such entry.

12.4 NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

CONSULTANT shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by TOWN, including Titles I and II of the ADA (regarding nondiscrimination or the basis of disability), and all applicable regulations, guidelines, and standards.

CONSULTANT's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONSULTANT shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONSULTANT shall take affirmative action to ensure that applicants are employed, and employees are treated without regard to race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

12.5 MINORITY PARTICIPATION

The CONSULTANT shall make a good faith effort to help the TOWN maintain and encourage MBE/WBE participation levels consistent with such historical levels and market conditions. The CONSULTANT will be required to document all such efforts and supply the TOWN with this documentation at the end of the Project, or in cases where projects are longer than one year, each TOWN fiscal year.

12.6 PUBLIC ENTITY CRIMES ACT

In accordance with the Public Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who is a contractor, consultant or other provider, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Agreement to provide any goods or services to the Town, may not submit a bid on a Agreement with the Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Agreement with the Town, and may not transact any business with the Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Contractor shall result in cancellation of the Town purchase and may result in Contractor debarment.

12.7 SUBCONSULTANTS

12.7.1 CONSULTANT may sub-Agreement certain items of work to sub-consultant. The parties expressly agree that the CONSULTANT shall submit pertinent information regarding the proposed sub-consultant, including sub-consultant's scope of work and fees, for review and approval by the TOWN prior to sub-consultants proceeding with any work.

12.7.2 CONSULTANT shall utilize the subconsultants identified in the proposal that were a material part of the selection of CONSULTANT to provide the services for this Project. CONSULTANT shall obtain written approval of the Agreement Administrator prior to changing or modifying the list of sub-consultants submitted by CONSULTANT.

The list of subconsultants submitted is as follows:

Terracon
M.G Vera & Associates, Inc
305 Consulting Engineers , LLC
Media Relations Group, LLC
MFG Consultants

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered without the written consent of the other P arty, and CONSULTANT shall not sub-Agreement any portion of the work required by this Agreement except as authorized pursuant to Section 12.7.

CONSULTANT represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to TOWN's satisfaction for the agreed compensation.

CONSULTANT shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT's performance and all interim and final product(s) provided to or on behalf of TOWN shall meet or exceed all professional standards of the State of Florida.

12.9 INDEMNIFICATION OF TOWN

12.9.1 CONSULTANT shall indemnify and hold harmless TOWN, its officers and employees, from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional misconduct of CONSULTANT and persons employed or utilized by CONSULTANT in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. In the event that any action or proceeding is brought against TOWN by reason of any such claim or demand, CONSULTANT, shall, upon written notice from TOWN, resist and defend such action or proceeding by counsel approved by the TOWN.

12.9.2 To the extent considered necessary by Agreement Administrator and TOWN, any sums due the CONSULTANT under this Agreement may be retained by TOWN until all of the TOWN's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by TOWN.

12.9.3 The Indemnification provided above shall obligate CONSULTANT to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at TOWN's option, any and all claims of liability and all suits and actions of every name and description covered by Section 11.9.1 above that may be brought against TOWN whether performed by CONSULTANT, or persons employed or utilized by CONSULTANT.

12.10 LIMITATION OF TOWN'S LIABILITY

The TOWN desires to enter into this Agreement only if in so doing the TOWN can place a limit on the TOWN's liability for any cause of action arising out of this Agreement, so that the TOWN's liability for any breach never exceeds the sum of $1,000.00. For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CONSULTANT expresses its willingness to enter into this Agreement with the knowledge that the CONSULTANT's recovery from the TOWN to any action or claim arising from the Agreement is limited to a maximum amount of $1,000.00 less the amount of all funds actually paid by the TOWN to the CONSULTANT pursuant to this Agreement. Accordingly, and notwithstanding any other term or condition of this Agreement that may suggest otherwise, the CONSULTANT agrees that the TOWN shall not be liable to the CONSULTANT for damages in an amount in excess of $1,000.00, which amount shall be reduced by the amount actually paid by the TOWN to the CONSULTANT pursuant to this Agreement, for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the TOWN's liability as set forth in Section 768.28, Florida Statutes, or to extend the TOWN's liability beyond the limits established in said Section 768.28; and no claim or award against the TOWN shall include attorney's fees, investigative costs, extended damages, expert fees, suit costs or pre-judgment interest. Notwithstanding the foregoing, the parties agree and understand that the provisions of this Article 12.10 do not apply to monies owed, if any, for services rendered to CONSULTANT by the TOWN under the provisions of this Agreement.

12.11 INSURANCE

12.11.1 As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at the Contractor's sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the Town a certificate of insurance evidencing such coverage. The

Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be from insurers authorized to write insurance policies in the State of Florida and that possess an A.M. Best rating of "A-" VII or better. All insurance policies are subject to approval by the Town's Risk Manager.

12.11.2 The coverages, limits, and endorsements required herein protect the interests of the Town, and these coverages, limits, and endorsements may not be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposure, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the Town's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

12.11.3 The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- $2,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- $2,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for Contractual Liability and Independent Contractors.

The Town and the Town's officers, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the Town or the Town's officers, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the Town must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the Town's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the Town and the Town's officers, employees, and volunteers for all losses or damages. The Town requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Umbrella/Excess Liability: The Contractor shall provide umbrella/excess coverage with limits of no less than $2,000,000 excess of Commercial General Liability, Automobile Liability and Employer's Liability

12.12.4 Insurance Certificate Requirements

- **a.** The Contractor shall provide the Town with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- **b.** The Contractor shall provide to the Town a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- **c.** In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- **d.** In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the Town with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The Town reserves the right to suspend the Agreement until this requirement is met.

e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

f. The Town shall be named as an Additional Insured on the general liability policy.

g. The Town shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.

h. On section "description of operations / locations / vehicles (attach acord 101, additional remarks schedule, if more space is required)" should read as flows:

TOWN OF BAY HARBOR ISLAND. IS INCLUDED AS ADDITIONAL INSURED

The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

<u>The Certificate Holder should read as follows:</u>
Town of Harbor Islands
Procurement Services
9665 Bay Harbor Terrace
Town of Harbor Islands, FL 33154

The Contractor has the sole responsibility for the payment of all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the Town as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as applied to the Town and the Town's officers, employees, and volunteers. Any insurance or self-insurance maintained by the Town covering the Town, the Town's officers, employees, or volunteers shall be non-contributory.

Any exclusion or provision in the insurance maintained by the Contractor that excludes coverage for work contemplated in this Agreement shall be unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the Town, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the Town confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The Town reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the Town's Risk Management office as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

ADDITIONAL COVERAGES REQUIRE

Professional Liability and/or Errors and Omissions

Coverage must be afforded for Wrongful Acts in an amount not less than $1,000,000 each claim and $2,000,000 aggregate.

Contractor must keep insurance in force until the third anniversary of expiration of this Agreement or the third anniversary of acceptance of work by the Town.

12.12 REPRESENTATIVE OF TOWN AND CONSULTANT

12.12.1 The Parties recognize that questions in the day-to-day conduct of the Project will arise. The Agreement Administrator, upon CONSULTANT's request, shall advise CONSULTANT in writing of one (1) or more TOWN employees to whom all communications pertaining to the day-to-day conduct of the Project shall be addressed.

12.12.2 CONSULTANT shall inform the Agreement Administrator in writing of CONSULTANT's representative to whom matters involving the conduct of the Project shall be addressed.

12.13 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignityherewith.

12.14 CONSULTANT'S STAFF

CONSULTANT will provide the key staff identified in its proposal for the Project as long as said key staff are in CONSULTANT's employment.

CONSULTANT will obtain prior written approval of Agreement Administrator to change key staff. CONSULTANT shall provide Agreement Administrator with such information as necessary to determine the suitability of any proposed new key staff. Agreement Administrator will be reasonable in evaluating key staff qualifications.

If Agreement Administrator desires to request removal of any of CONSULTANT's staff, Agreement Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

12.15 INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor under this Agreement. Services provided by CONSULTANT shall be subject to the supervision of CONSULTANT. In providing the services, CONSULTANT or its agents shall not be acting and shall not be deemed as acting as officers, employees, or agents of the TOWN. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.16 THIRD PARTY BENEFICIARIES

Neither CONSULTANT nor TOWN intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.17 CONFLICTS

Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CONSULTANT agrees that none of its officers or employees shall, during the term of this Agreement, serve as expert witness against TOWN in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of TOWN or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such person from representing themselves in any action or in any administrative or legal proceeding. In the event CONSULTANT is permitted to utilize subconsultants to perform any services required by this Agreement, CONSULTANT agrees to prohibit such subconsultants, by written contract, from having any conflicts as within the meaning of this Section.

12.18 CONTINGENCY FEE

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, Council, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the TOWN shall have the right to terminate this Agreement without liability at its discretion, or to deduct from the Agreement price or otherwise recover the full amount of such fee, Council, percentage, gift or consideration.

12.19 WAIVER OF BREACH AND MATERIALITY

Failure by TOWN to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

TOWN and CONSULTANT agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

12.20 COMPLIANCE WITH LAWS

CONSULTANT shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

12.21 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TOWN or CONSULTANT elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the findings by the court become final.

12.22 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of TOWN and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

12.23 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1-12 of this Agreement shall prevail and be given effect.

12.24 APPLICABLE LAW AND VENUE AND WAIVER OF JURY TRIAL

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement and for any other legal proceeding shall be in Dade County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND TOWN EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF THIS AGREEMENT.**

In the event Consultant is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the Town may enforce in the United States of America or in Canada or in both countries a judgment entered against CONSULTANT. CONSULTANT waives any and all defenses to the Town's enforcement in Canada of a judgment entered by a court in the United States of America.

12.25 SOLICITATION AND EXHIBITS

The solicitation, CONSULTANT'S response to the solicitation and each exhibit

referred to in this Agreement forms an essential part of this Agreement. The solicitation, CONSULTANT'S response, and exhibits, if not physically attached, should be treated as part of this Agreement, and are incorporated herein by reference.

12.26 TWO ORIGINAL AGREEMENTS

This Agreement shall be executed in two (2), signed Agreements, treated as an original.

12.27 NOTICES

Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the Party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice, to-wit:

With a copy to: Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace, FL 33154
Telephone: (305) 866-6241

Town Attorney
Town of Bay Harbor Islands
9665 Bay Harbor Terrace, FL 33154
Telephone: (305) 866-6241

CONSULTANT: **Peter Moore**
Chen Moore and Associatees, Inc
3150 SW 38th Avenue, Suite 950
Miami, FL 33146
pmoore@chenmoore.com

12.28 ATTORNEY FEES

If TOWN or CONSULTANT incurs any expense in enforcing the terms of this Agreement through litigation, the prevailing party in that litigation shall be reimbursed for all such costs and expenses, including but not limited to court costs, and reasonable attorney fees incurred during litigation.

12.29 PERMITS, LICENSES AND TAXES

CONSULTANT shall, at its own expense, obtain all necessary permits and

licenses, pay all applicable fees, and pay all applicable sales, consumer, use and other taxes required to comply with local ordinances, state and federal law. CONSULTANT is responsible for reviewing the pertinent state statutes regarding state taxes and for complying with all requirements therein. Any change in tax laws after the execution of this Agreement will be subject to further negotiation and CONSULTANT shall be responsible for complying with all state tax requirements.

12.30 ENVIRONMENTAL, HEALTH AND SAFETY

CONSULTANT shall maintain a safe working environment during performance of the work. CONSULTANT shall comply, and shall secure compliance by its employees, agents, and subconsultants, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of CONSULTANT. CONSULTANT shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the work. CONSULTANT agrees to utilize protective devices as required by applicable laws, regulations, and any industry or CONSULTANT's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

12.31 STANDARD OF CARE

CONSULTANT represents that he/she/it is qualified to perform the work, that CONSULTANT and his/her/its subconsultants possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified consultants under similar circumstances.

12.32 TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by CONSULTANT shall act as the execution of a Truth-in-Negotiation Certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums, by which the TOWN determines that Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments must be made within 1 year following the end of the contract.

12.33 EVALUATION

The TOWN maintains the right to periodically review the performance of the CONSULTANT. This review will take into account the timely execution of Task Orders, the quality of the work performed, the cost to the TOWN and the good faith

efforts made by the CONSULTANT to maintain MBE/WBE participation in TOWN projects. Any deficiencies in performance will be described in writing and an opportunity afforded, where practicable, for the CONSULTANT to address and/or remedy such deficiencies.

12.34 STATUTORY COMPLIANCE

CONSULTANT shall prepare all documents and other materials for the Project in accordance with all applicable rules, laws, ordinances and governmental regulations of the State of Florida, Dade County, the Town of Bay Harbor Islands, Florida, and all governmental agencies having jurisdiction over the services to be provided by CONSULTANT under this Agreement or over any aspect or phase of the Project.

12.35 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2023), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, and that it is not engaged in a boycott of Israel. The Town may terminate this Agreement at the Town's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2023), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2023), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2023), as may be amended or revised.

12.36 PUBLIC RECORDS

Consultant shall:

1. Keep and maintain public records required by the Town in order to perform the service.

2. Upon request from the Town's custodian of public records, provide the Town 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 in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.

3. 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 term and following completion of this Agreement if CONSULTANT does not transfer the records to the Town.

4. Upon completion of the Agreement, transfer, at no cost to the Town, all public records in possession of CONSULTANT or keep and maintain public records required by the Town to perform the service. If CONSULTANT transfers all public records to the Town upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

12.37 INTELLECTUAL PROPERTY

CONSULTANT shall protect and defend at CONSULTANT's expense, counsel being subject to the Town's approval, and indemnify and hold harmless the Town from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the CONSULTANT's or the TOWN's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the CONSULTANT uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

12.38 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of TOWN; and CONSULTANT disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and

other data and documents prepared by CONSULTANT, whether finished or unfinished, shall become the property of Town and shall be delivered by CONSULTANT to the TOWN's Agreement Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to CONSULTANT shall be withheld until CONSULTANT delivers all documents to the TOWN as provided herein.

12.39 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such Party and does so with full legal authority.

12.40 NON-DISCRIMINATION

The CONSULTANT shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, disability, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status or any other protected classification as defined by applicable law.

12.41 HOLD HARMLESS AND INDEMNIFICATION.

All Proposers shall hold the Town, its officials, and its employees harmless and covenant not to sue the Town, its officials, and its employees in reference to the Town's decision to reject, award, or not award an RFQ, as applicable. Additionally, the selected Proposer shall indemnify, defend, and save harmless the Town, its officers, agents, and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of the Proposer's performance of its Services under this RFQ, or by or in consequence of any negligence (excluding the sole negligence of the Town), in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said selected Proposer, agents, servants, or employees. The selected Proposer shall indemnify, defend, and hold harmless the Town and their agents or employees from and against all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Services described in the RFQ, provided that any such claim, damage, loss, or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the selected Proposer, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

TOWN

TOWN OF BAY HARBOR ISLANDS, a Florida municipal corporation

By: _____
MARIA LASDAY
Town Manager

ATTEST:

By: _____
YVONNE HAMILTON
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
GREENSPOON MARDER LLP
Town Attorney
By: JOSEPH S. GELLER, ESQ

WITNESSES:

Melissa Darrell
Print Name

Jazmin Cruz
Print Name

(CORPORATE SEAL)

Chen Moore and Associates, Inc, a Florida Corporation

By: _____

Print Name: Peter Moore

Title: President

STATE OF FLORIDA:

COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 13 day of November, 2023, by Peter Moore as President for Chen Moore and Associates, Inc., a Florida corporation authorized to conduct business in the State of Florida.

JOHANNA ZONA
MY COMMISSION # HH 213916
EXPIRES: January 24, 2026

_____
(Signature of Notary Public - State of Florida)

Johanna Zona
(Print, Type, or Stamp Counciled Name of Notary Public)

Personally Known X OR Produced Identification_____ Type of Identification Produced: _

EXHIBIT A

SCOPE OF SERVICES

3.1 Purpose

The Town is seeking the services of a qualified consulting firm(s) to provide Professional Services related to a continuing contract for Civil Engineering Consultant Services. The following is a list of services that may be required on an as-needed basis as requested by the Town which will be authorized by individual Task Orders for individual projects. This list shall not be construed as an exclusive list of activities that successful firm(s) may be engaged in. Town shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by engineers, and surveyors pursuant to Section 287.055 Florida Statutes, and for which the firm(s) are experience, qualified, and able to perform:

3.2 Scope of Services

The Town of Bay Harbor Islands is seeking to establish a pool of pre-qualified consultants in engineering disciplines. Generally, services for projects may include full design and construction contract document development; construction specification development; contract and bidding document development; code analysis; jurisdictional review and permitting assistance; bid/award support and concurrence; negotiation support; construction/contract administration services; construction phase field support services; inspections, construction observation and project progress documentation; post-occupancy surveys and related services; surveying; photographic and video-graphic project support; GIS and CADD project support; other data and information system project support, etc.

Multiple firms selected by the Town will provide professional services to the Town on an as-needed basis based upon work orders to be issued by the Town under the terms of their continuing contracts.

3.3 Work Standards

In providing professional services, Consultant(s) shall take all reasonable care which are industry standards or as defined in Florida Statutes or Florida Administrative Codes. Consultant(s) shall also provide all work product documentation including but not limited to; data, studies, surveys, drawings, maps, models, photographs, reports, designs, calculations, test results, etc., that shall become the property of the Town and shall be delivered to the Town.

3.4 Tasks

The scope of services to be provided by the Consultant in the functional areas listed above shall include, but not be limited to, the following:

a) Prepare engineering designs, calculations, plans and specifications,

contract bid documents, and cost estimates, within the functional areas of interest listed in this solicitation.

b) Prepare base maps, preliminary layouts, estimates of probable costs, engineering analysis and alternatives as requested.
c) Submit construction documents as needed to the Town and other required agencies having an interest or jurisdiction over the project.
d) Review, analyze, and provide recommendations to utility budgets and capital improvement plans.
e) Provide updates on changes or proposed changes to laws/regulations that may impact Town's water resources and supply, treatment, distribution and storage, wastewater collection and treatment
f) Preform flood routing software modelling.
g) Prepare feasibility and conceptual planning documents.
h) Provide research, attendance at meetings, and preparation of presentation materials, reports and correspondence.
i) Prepare and/or assist with the preparation of grant applications and attendance at meetings with grant officials.
j) Assist in the review and development of ordinances.
k) Provide public education/notification assistance.
l) Prepare short and long term planning documents, master plans, or provide input to the Town's master plans, capital improvement program, and maintenance needs.
m) Participate in construction administration as required by the Town.
n) Prepare formal or informal feasibility studies as necessary to assist the Town in responding capital improvement needs.
o) Analysis of existing infrastructure and available capacity to serve proposed capital improvement projects.
p) Prepare legal descriptions, exhibits, and surveys.
q) Provide expert witness testimony.
r) Prepare appropriate permitting documents and obtain and/or assist the Town in obtaining permits from applicable agencies.
s) Represent the Town with regulatory agencies.
t) Prepare periodic project status reports.
u) Prepare and furnish bidding documents and assist the Town in the preparation of other related documents.
v) Attend bid openings, prepare bid tabulation sheets, and assist the Town in the evaluation of bids or proposals.
w) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
x) Participate in pre-construction conference as requested by the Town.
y) Review and determine acceptability of construction submittals,

including shop drawings, progress schedule, schedule of values, etc.

z) Review and provide recommendations to request for information, request for changes, and claims to the Town arising during construction activities.

aa) Make periodic construction site visits for the purpose of determining general compliance with the approved drawings, plans, and specifications as requested by the Town.

bb) Review as-built drawings provided by the construction contractor and provide written comments to the Town.

cc) Provide services related to construction management and inspections, and/or specialty inspection.

dd) Provide project management services and act as an extension of the Town's project management staff for the design, bidding, and construction management of municipal projects.

ee) Space Planning

ff) Architectural Design

gg) Interior Design

hh) Landscape Architecture

ii) ADA Analysis and Design

jj) Sustainable Design

kk) Building Performance Analysis

ll) Structural Design

The consultant or its sub consultants shall be familiar with different agency's permitting regulations and requirements and the Town's design criteria, standards and specifications.

3.5 Deliverables

The Town intends to contract with multiple firms. The total amount of compensation will be negotiated with the selected consultant. No minimum amount of work or compensation will be assured to the retained consultant(s). All work products becomes the property of the Town. The Town reserves the right to re-use the work products of the retained consultant and to retain other consultants to provide the same or similar services at its sole discretion.

3.6 Schedule

Consultant recognizes that **TIME IS OF THE ESSENCE**. The Work on each Task Order shall commence immediately upon the Consultants receipt of an executed Task Order.

3.7 Town Infrastructure

a. Bridges – Given the Town's Island condition located in the Intracoastal Waterway, the Town owns and maintains a total of four (4) bridges.

- The Broad Causeway Bascule Bridge (Connecting the West Island with the Broad Causeway Island)
- The West Relief Bridge (Connecting the Town with the Town of North Miami)
- The Waterway Bridge (Connecting the West and East Islands)
- The Indian Creek Bridge (Connecting the Town with the Town of Surfside and Village of Bal Harbour)

b. Buildings – The Town owns and maintains two (2) buildings.
   - The Town Hall Administration Offices at 9665 Bay Harbor Terrace. This building houses the Administration offices, the Building Department, Council Chambers, and the Police Department. This building was built in 1970.
   - The Community Center at 1165 95th Street. The Community Center is a recent building that is located on the first floor of the Parking Garage.

c. Parking Facilities – The Town operates a total of seven (7) parking facilities.
   - 1165 95th Street Parking Garage – This is a five-story parking garage building on 95th Street.
   - 103rd Street Surface Parking Lot
   - 100th Street Surface Parking Lot
   - 97th Street Surface Parking Lot
   - Block 11 Parking Lot
   - 95th Street Surface Parking Lot
   - 92nd Street Surface Parking Lot

d. Parks – There are four (4) Parks in the Town, in addition of two (2) passive parks.
   - Tot Lot – 96th Street and West Broadview Drive
   - 98th Street Park
   - 95th Street Park
   - 92nd Street Park

e. Potable Water Infrastructure – The Town is a wholesale customer of the MDWASD. The Town receives its water from a 36-inch transmission main from MDWASD that runs along 96th Street. The distribution lines connected to this transmission line are owned and maintained by the Town. Most of the Town's water lines are PVC material with a diameter that varies between 6-inch to 10-inch.

f. Stormwater Infrastructure – Most of the Town's stormwater system is a gravity system that drains through outfalls to the Bay. A total of 52 outfalls

that range on sizes from 8-inch to 30-inch. There is a stormwater injection well on the south side of the West Island with 9,000 gpm pumps. For reference, an Atlas is included as Appendix of this RFQ.

g. Sanitary Sewer Infrastructure – The Town's sanitary sewer system is comprised of gravity mains, manholes, ejector's stations, pump station, force main and air lines. A total of five (5) ejector's stations are location on different areas of the Town, that discharge to the Town' Main Pump Station D at 9665 Bay Harbor Terrace. The gravity line varies from 8-inch to 18-inch. For Reference, an Atlas is included as Appendix of this RFQ.

3.8 Functional Areas of Interest

The consultant shall identify in their response to this RFQ the functional areas for which it particularly wishes to specialize. Multiple firms will be selected, and multiple firms may be selected for more than one

(1) functional area.

a) Water and wastewater engineering (specifically pipeline and lift-station design)
b) Stormwater engineering
c) Transportation engineering
d) Structural engineering (specifically seawall, dock, and bridge design)
e) Environmental engineering
f) Surveying and mapping services and Geographic Information and mapping services (GIS)
g) Photogrammetry and remote sensing
h) Geotechnical engineering
i) Coastal engineering
j) Water resources engineering
k) Hydrology and hydraulic engineering
l) Mechanical engineering
m) Electrical Engineering
n) Plan Review
o) Architectural Design.

Construction engineering and inspection.

3.9 Quality Assurance/Quality Control

It is the intention of the Town that the design consultant is held responsible for the quality control (QC) of their work and of its sub-consultants. All sub-consultant documents and submittals shall be submitted directly to the consultant for their independent QC review. The Town shall only accept

submittals for review and action from the consultant.

The consultant is responsible for the professional quality, technical accuracy and coordination of all pre- design services, designs, drawings, specifications, cost estimates and other services furnished by the consultant and their sub-consultants. It is the consultant's responsibility to independently and continually QC their plans, specifications, and all other project deliverables. Upon Town request, the consultant shall provide the Town with a marked up set of plans and specifications showing the consultant's QC review.
The mark-ups submittals shall include the names of the consultant's staff that performed the QC review for each component or functional area (e.g., structures, roadway, drainage, etc.).

3.10 Document Submittal Format

All documents generated as a result of projects will become the property of the Town of Bay Harbor Islands. All projects documents shall be provided in a digital and hard copy format meeting all Town of Bay Harbor Islands format requirements. The project drawings shall be prepared in AutoCAD, in the version current to the Town Engineering Division at the time that deliverables are due, and shall meet the requirements as set forth in the Town's CADD specifications for project drawings current at the time of award of the project. Plot files shall also be prepared and submitted which meet the stated Town standards.

CCNA- ENGINEERING CONTINUING SERVICES CONTRACT
RFQ-5-1005-23-0-2023/FVR

Chen Moore

	PROPOSE RATES
CIVIL ENGINEERING SERVICES	Hourly Rates
Principal Engineer	$ 240.00
Senior Engineer / Project Manager	$ 215.00
Project Engineer (PE)	$ 150.00
Staff Engineer, E.I.	$ 120.00
Senior Inspector	$ 140.00
Inspector	$ 100.00
Senior Designer	$ 150.00
Drafts Person/CADD Operator	$ 100.00
Clerical/Administrative Staff	$ 75.00
Intern	$ 65.00
WATER & WASTEWATER ENGINEERING SERVICES	
Principal Engineer	$ 240.00
Senior Engineer/Project Manager	$ 200.00
Project Engineer (PE)	$ 140.00
Staff Engineer, E.I.	$ 110.00
Sr. Inspector	$ 140.00
Inspector	$ 100.00
Drafts Person/CADD Operator	$ 95.00
Clerical/Administrative Staff	$ 75.00
TRANSPORTATION/BRIDGE ENGINEERING SERVICES	
Principal Engineer	$ 240.00
Senior Engineer/Project Manager	$ 235.00
Project Engineer (PE)	$ 190.00
Staff Engineer, E.I.	$ 135.00
Sr. Inspector	$ 155.00
Inspector	$ 110.00
Drafts Person/CADD Operator	$ 105.00
Clerical/Administrative Staff	$ 75.00
STRUCTURAL ENGINEERING SERVICES	
Principal Engineer	$ 250.00
Senior Engineer/Project Manager	$ 190.00
Project Engineer (PE)	$ 160.00
Staff Engineer, E.I.	$ 150.00
Sr. Inspector	$ 125.00
Inspector	$ 110.00
Drafts Person/CADD Operator	$ 105.00

Clerical/Administrative Staff	$ 75.00
Landscape Architecture and Planning Services	
Principal Landscape Architect	$ 220.00
Senior Landscape Architect	$ 150.00
Project Landscape Architect	$ 125.00
Staff Landscape Architect	$ 110.00
Environmental Services / Monitoring	
Sr. Environmental Scientist	$ 190.00
Project Environmental Scientist	$ 155.00
Staff Environmental Scientist	$ 125.00
Field Technician	$ 90.00
Geotechnical Engineering	
A. FIELD SERVICES & TESTING	
TEST	
Standard Penetration Test Borings (ATSM D-1586), Truck Rig or Mud Bug Rig (0-50 Foot Depth Interval)	$ 18.00 l.f
Grout Boreholes	$5.00 l.f
Truck/Mud Bug 0-50 Ft	$300.00 ea
Permeability/Percolations Tests – Field (SFWMD Usual Open Hole Method)	$500.00 ea
SOIL TESTING	
Field Density/Test (five [5] minimum)	$ 40.00 ea
Standard Proctors	$ 100.00 ea
Modified Proctors	$ 155.00 ea
Florida Bearing Value Test	$ 250.00 ea
Limerock Bearing Ratio Test	$ 250.00 ea
Percolation test (open hole)	$ 450.00 ea
Atterberg Limit Test	$ 70.00 ea
SAMPLING & TESTING OF FRESH CONCRETE	
Curing, capping and compressive strength testing of concrete cylinders in Consultant's laboratory set of 5	$ 75.00 set
Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature)	$ 65.00 h.r
CONCRETE & MASONARY MATERIALS	
Concrete Compression test (Min. four [4] cylinders per trip)	$ 75.00 set
- Prepare cylinders & slump test on site, and deliver to lab	$65.00 h.r
Additional Concrete cylinders with slump	$ 30.00 ea
Concrete Compression test only [delivered to lab] & RESULTS	$ 100.00 set
Slump test	$ 40.00 ea
Stand-by (Beyond 1 hour on site)	$ 70.00 h.r
Grout Prism (Six [6] per set) - Includes preparation of Prism on site	$ 95.00 set
2" x 2" - Includes preparation of Cubes on site	$ 75.00 ea
AGGREGATE TESTING	
Grain size determination:	
A. Full grain size (8 sieves)	$ 70.00 test

B. Wash through (#200)	$ 60.00 test
Sieve Analysis – Course Aggregate	$ 75.00 test
ASPHALT TESTING	
Asphalt Cores (obtaining core samples) (Min. 3)	$ 100.00 set
MISCELLANEUS SERVICES	
Exfiltration Test (SFWMD)	$ 500.00 ea
Install Groundwater Monitoring Well, <25' (per PBCWUD Stds & Details)	$ 750.00 ea
Install Groundwater Monitoring Well, 25' - 50' (per PBCWUD Stds & Details)	$ 945.00 ea
DRILLING EQUIPMENT MOBILIZATION (includes drill rig mileage)	
Truck - Mounted Rig	$ 400.00 ea
FOUNDATION TESTING SERVICES	
Vibration/ Noise Monitoring Equipment - seismograph with geophone or microphone (includes mobilization, equipment and labor)	$ 2,250.00 per day
SITE PREPARATION MONITORING & TESTING	
In-situ Density Tests - Nuclear Gauge Method (ASTM D 2922)	$ 40.00 ea
MONITOR WELL INSTALLATION & TESTING	
Non-Environmental (2-inch diameter)* 0 - 25-ft depth	$ 725.00 test
Environmental (2-inch diameter)* 0 - 25-ft depth	$ 725.00 test
Well sampling *	$ 120.00 test
B. PERSONNEL	
Principal Engineer	$ 150.00
Senior Engineer	$ 135.00
Project Engineer (PE)	$ 115.00
Staff Engineer, E.I.	$ 110.00
Sr. Inspector	$ 80.00
Inspector	$ 75.00
Drafts Person/Cad Operator	$ 75.00
Clerical/Administrative Staff	$ 75.00
Land Surveying & Mapping Services	
Principal Surveyor	$ 195.00
Sr. Professional Land Surveyor	$ 170.00
Professional Land Surveyor	$ 125.00
Survey CADD / GIS Tech	$ 110.00
Field Crew Supervisor	$ 100.00
Survey Crew	$ 200.00
Administrative	$ 75.00
Marine / Coastal Engineering	
Principal Engineer	$ 280.00
Senior Engineer / Project Manager	$ 220.00
Project Engineer (PE)	$ 190.00
Staff Engineer, E.I.	$ 150.00
Sr. Environmental Scientist	$ 190.00
Project Environmental Scientist	$ 140.00
Staff Environmental Scientist	$ 110.00
Senior Designer	$ 130.00
Architectural	
Principal	$ 225.00

Sr. Architect / Project Manager	$ 180.00
Project Architect	$ 175.00
Revit / CAD Operator	$ 95.00
Draftsman	$ 90.00
Clerical	$ 75.00
Subsurface Utility Exploration	
Project Manager/PE/PLS PLS	$ 175.00
Utility Location Manager/Party Chief	$ 125.00
CADD Operator	$ 100.00
Technical Locator/Instrument Op.	$ 80.00
Clerical	$ 75.00
1 Utility Test Hole 0-6' - per hole	$ 700.00
2 Utility Test Holes 0-6' - per hole	$ 650.00
3 or More Utility Test Holes 0-6' - per hole	$ 550.00
Excess Depth (Over 6') - per foot	$ 130.00 ft
Traffic Control – Arrow Board**	$ 125.00 day
MEP Engineering	
Senior Engineer / Project Manager	$ 220.00
Project Engineer (PE)	$ 180.00
Staff Engineer, E.I.	$ 135.00
Drafts Person/CADD Operator	$ 90.00

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June 23, 2026 (Revised October 2, 2026)

SENT VIA E-MAIL (szamacona@bayharborislands-fl.gov)

Mr. Sam Zamacona, E.I.
Capital Improvement Program Director
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Subject: **Town of Bay Harbor Islands – Town Sea Walls Assessment Update**
CMA Proposal No. 26-0326.P0018R1

Dear Mr. Zamacona:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide additional civil engineering services for the above-referenced project at all of the public sea walls belonging to the Town of Bay Harbor Islands, Florida.

PROJECT INTRODUCTION
Per our recent discussions, CMA has been asked to provide a new inspection of their Town owned shoreline segments along with an opinion of probable cost. The following proposal shall address this request.

PROJECT STAFFING
Our staff and team are ready and prepared to work on this project. Chen Moore staff project roles shall be as follows:

Principal – Peter Moore, P.E., President
Project Director - Jose L. Acosta, P.E., Executive Vice President
Senior Project Manager / Principal Engineer – Gregory Mendez, P.E.
Senior Engineer – Sathvika Ramaji, P.E.

Sub-Consultants:
Structural/Marine Engineering – Cummins Cederberg (CC)

SCOPE OF SERVICES
The scope of services that our firm shall provide as per recent communications, is as follows:

Task 1 – Project Management

- Consultant shall provide general project and contract oversight during the scope of this project.
- Task shall include any sub-consultant coordination and communication. The consultant shall serve as the sole point of contact with the client.
- Activities to include:
  - Meetings facilitation.
  - Contract administration on behalf of the consultant and subconsultant.
  - Planning and execution of the overall project.
  - Client communications and coordination.

Task 2 – Engineering Inspections
Our subconsultant, Cummins Cederberg (CC), will conduct engineering inspections with a team of engineer-divers, including a licensed Professional Engineer, will perform an above- and below-water inspection of the following properties:

- Kane Concourse seawalls between Bay Dr and E Bay Harbor (Figure 1 – see CC proposal attached)
- Kane Concourse seawalls between E Broadview and W Bay Harbor (Figure 2 - see CC proposal attached)
- Broad Causeway Bridge seawalls and Tot Lot Seawalls (Figure 3 - see CC proposal attached)
- Broad Causeway Island shoreline (Figure 4 - see CC proposal attached)
- Broad Causeway seawalls between N Bayshore Dr and Broad Causeway Island (Figure 5 - see CC proposal attached)

The inspection will include visual assessment of the structural components (e.g. cap, panels, piles) to identify forms of deterioration (e.g. cracking, spalling, displacement, undermining, etc.) and methods for repair or replacement, as needed. Field notes will be collected to document observed damage or deterioration, which will be referenced to stationing established along the seawall. Above- and below-water photographs will also be obtained to document the assessment and will be included in the engineering report. The inspection will be conducted generally following methods provided in Standard Practice Manual for Waterfront Facilities Inspection and Assessment, ASCE Manual No. 130.

A report will be prepared to summarize the engineering observations and results of the inspection. The report will include an assessment of the existing marine structures and recommendations for repairs or replacement, along with an opinion of probable cost for the proposed recommendations. Color copies of photographs to reference observations will be included. The report will be signed and sealed by a Florida Registered Professional Engineer.

Deliverables: Report Signed/Sealed by a Florida Registered Professional Engineer in PDF format.

BASIS OF SCOPE
The basis for the above scope of services and associated fee(s) are based on the following:

- Project shall be completed in a single phase.
- All project management/communications shall be undertaken by the prime consultant, CMA.
- This scope of services DOES NOT include any design whatsoever.
- Client shall notify Consultant of any known conditions related to the Project that may affect the scope of services.
- Client shall provide safe access to the Project site as needed by Consultant to complete the scope of services.
- Client shall provide any available background information, such as as-built drawings, historical photographs, permits or other documentation.
- This scope of services does not include review of upland structures.
- The assessment does not include subsurface explorations, destructive testing (e.g., concrete coring), material testing.
- In-water work will only be conducted pending determination of safe working conditions for the area. Consultant maintains the right to make its own determination on safe working conditions for its divers.
- No excavation or sub-surface utility location services are proposed.

INFORMATION TO BE PROVIDED BY CLIENT
Information to be provided by City includes the following:

- Copies of all relevant data, including correspondence, plans, specifications or any other information in the Town's possession which may be beneficial to the work effort to be performed by Consultant.
- An official Purchase Order from the Town, consistent with our Professional Services Agreement.

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SCHEDULE AND FEES

Consultant shall commence work upon receipt of signed approval and shall provide the aforementioned services in accordance with RFQ 5-1005-23-2023/FVR Professional Services Agreement for General Engineering Services. The total lump sum fees for this project are as follows:

Task(s)	Task Description	Lump Sum Fees	Total Fees
1	Project Management	$10,660.00	$10,660.00
2	Engineering Inspections	$103,368.00	$103,368.00
	SUBTOTAL	**$114,028.00**	**$114,028.00**
	TOTAL	**$114,028.00**	**$114,028.00**

Additional reimbursable expenses requested by the Client outside of the items for the tasks above, including delivery of additional copies of items shall be invoiced as defined in our Continuing Services Agreement for Professional Engineering Services.

This proposal is valid for a period of 90 days and is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope. Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at gmendez@chenmoore.com.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Gregory Mendez, P.E.
Vice President, Practice Performance

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AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Town Sea Walls Assessment Update**
Client Name: **Town of Bay Harbor Islands**
Client Contact: **Mr. Sam Zamacona, E.I. – Capital Improvement Program Director**
Client Address: **1030 95th Street, Bay Harbor Islands FL 33154**
Client Phone/Mobile: **+1 (305) 866-6241; M (786) 239-9214**
Client E-mail: szamacona@bayharborislands-fl.gov

CMA Project No. **25-0326.P00018R1**
Agreement Date: **June 23, 2026 (REV.01 – 10/02/26)**

FEE: Lump Sum of **$114,028.00**

Notice to Owner: Town of Bay Harbor Islands is the Owner of the site.

The undersigned agree to the afore-mentioned scope of work. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

TOWN OF BAY HARBOR ISLANDS (CLIENT)

_____
Authorized Signature

_____
Print Name/Title

_____
Date

Town Seawalls Assessment Update- Proposal Breakdown for Engineering Services Labor Expenses - Chen Moore and Associates

Position	Name & (Company)		Hourly Rate			Task 1 - Project Management		Task 2 - Engineering Inspections						Total Labor (Sum 2-6)	Multiplied Costs (1 X 7)
			$	Hrs	$	Hrs	$	Hrs	$	Hrs	$			Hours	$
Civil Engineering			[1]	[2]		[3]		[3]		[3]		[6]		[7]	[8]
Principal Engineer	Gregory Mendez, PE (CMA)		$ 240.00	24.00	$ 5,760.00		$ -		$ -		$ -		$ -	24.00	$5,760.00
Project Manager/Senior Engineer	Sathvika Ramaji, PE (CMA)		$ 215.00	20.00	$ 4,300.00		$ -		$ -		$ -		$ -	20.00	$4,300.00
Staff Engineer	Ashley Quijada, EI (CMA)		$ 120.00		$ -		$ -		$ -		$ -		$ -	0.00	$0.00
Sr. Construction Specialist	Jose McCray, Sr. (CMA)		$ 140.00		$ -		$ -		$ -		$ -		$ -	0.00	$0.00
Clerical / Administrative Staff	Nancy Gonzalez (CMA)		$ 75.00	8.00	$ 600.00		$ -		$ -		$ -		$ -	8.00	$600.00
	CIVIL SUBTOTALS			52	$10,660.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	52	**$10,660.00**
Coastal Engineering	**Cummins Cederberg**								**$103,368.00**						**$103,368.00**

Summary of Direct Expenses

Units	No. of	$/Unit	Total
Mileage			$ -
Total Labor and Direct Expenses =	#REF!		**$10,660.00**

Notes 1.- For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

Summary of Reimbursable Expenses

Units	No. of	$/Unit	Total
Applicable Expenses			
Permits			$ -
		Reimbursable Expense	

Notes 2.- For invoices where Permit Fees are billed, receipts must be submitted.

Proposal Summary

Company	**Discipline**	SUB	CMA	**Total**
Chen Moore and Associates	Civil		X	$10,660.00
Cummins Cederberg	Coastal	X		$103,368.00
			CMA SUBTOTAL	**$114,028.00**
			SUBCONSULTANTS SUBTOTAL	$0.00
REIMBURSABLE EXPENSES ALLOWANCE				$ -
			Total of Labor, Direct Expenses, and Reimbursable Expenses	**$114,028.00**

CUMMINS | CEDERBERG
Coastal & Marine Engineering

Trusted by the Coast.
Proven in Practice.

October 1, 2026 57030

Chen Moore and Associates, Inc.
Attn: Mr. Greg Mendez
3150 SW 38th Ave Ste 950
Miami, FL 33146
Sent via email: gmendez@chenmoore.com

RE: Proposal for Coastal and Marine Engineering Services
For the proposed inspections at the Town of Bay Harbor Islands

---

Dear Mr. Mendez:

Pursuant to our recent discussion, Cummins Cederberg, Inc. (Cummins Cederberg) is pleased to present this proposal for our coastal and marine engineering services for the proposed inspections at the Town of Bay Harbor Islands in Miami-Dade County, Florida.

Project Introduction

It is our understanding the Town of Bay Harbor Islands requires an inspection for their Town owned shoreline segments along with an opinion of probable cost.

Scope of Services

The following section outlines the scope of services to be provided by Cummins Cederberg for Chen Moore and Associates, Inc. (Client).

Task 1 – Engineering Inspections

Cummins Cederberg will conduct engineering inspections with a team of engineer-divers, including a licensed Professional Engineer, will perform an above- and below-water inspection of the following properties:

- Kane Concourse seawalls between Bay Dr and E Bay Harbor (Figure 1)
- Kane Concourse seawalls between E Broadview and W Bay Harbor (Figure 2)
- Broad Causeway Bridge seawalls and Tot Lot Seawalls (Figure 3)
- Broad Causeway Island shoreline (Figure 4)
- Broad Causeway seawalls between N Bayshore Dr and Broad Causeway Island (Figure 5)



Figure 1



Figure 2



Figure 3



Figure 4

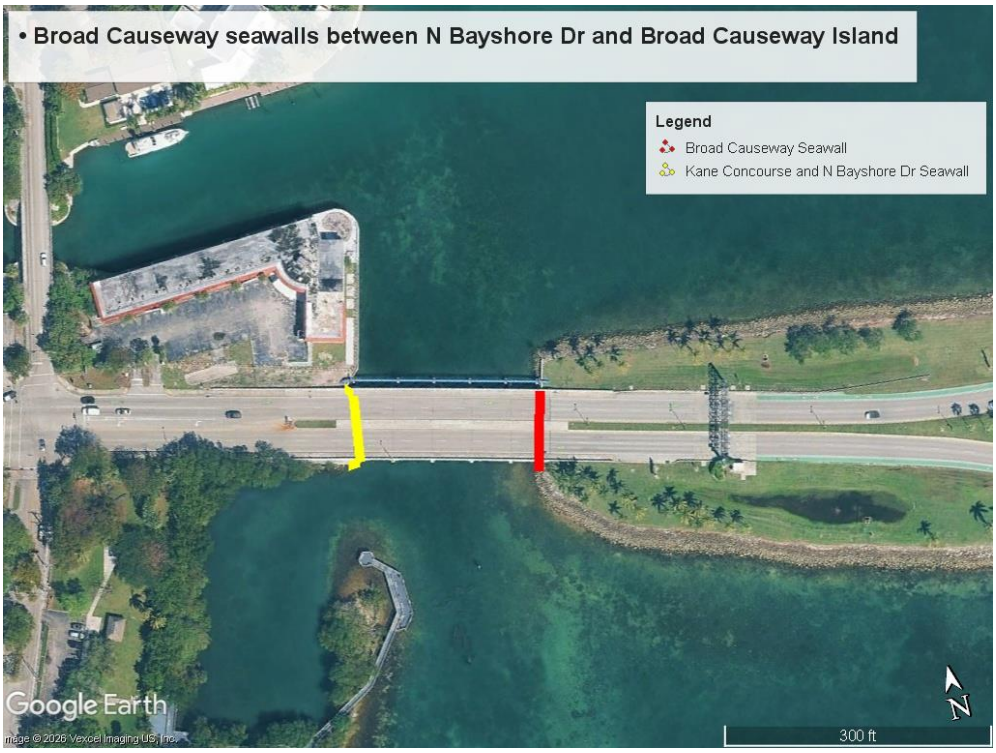


Figure 5

The inspection will include visual assessment of the structural components (e.g. cap, panels, piles) to identify forms of deterioration (e.g. cracking, spalling, displacement, undermining, etc.) and methods for repair or replacement, as needed. Field notes will be collected to document observed damage or deterioration, which will be referenced to stationing established along the seawall. Above- and below-water photographs will also be obtained to document the assessment and will be included in the engineering report. The inspection will be conducted generally following methods provided in Standard Practice Manual for Waterfront Facilities Inspection and Assessment, ASCE Manual No. 130.

A report will be prepared to summarize the engineering observations and results of the inspection. The report will include an assessment of the existing marine structures and recommendations for repairs or replacement, along with an opinion of probable cost for the proposed recommendations. Color copies of photographs to reference observations will be included. The report will be signed and sealed by a Florida Registered Professional Engineer.

Deliverables: Report Signed/Sealed by a Florida Registered Professional Engineer in PDF

Fees for Task 1 are lump sum (including expenses): **$103,368.00**

Conditions/Assumptions

- Client shall notify Cummins Cederberg of any known conditions related to the Project that may affect the scope of services.
- Client shall provide safe access to the Project site as needed by Cummins Cederberg to complete the scope of services.
- Client shall provide any available background information, such as as-built drawings, historical photographs, permits or other documentation.
- In-person meetings are not included as part of the scope of work.
- This scope of services does not include review of upland structures.
- The assessment does not include subsurface explorations, destructive testing (e.g., concrete coring), material testing.
- In-water work will only be conducted pending determination of safe working conditions for the area. Cummins Cederberg maintains the right to make its own determination on safe working conditions for its divers.
- No excavation or sub-surface utility location services are proposed.

Fees

Fees for services are noted above. Cummins Cederberg shall invoice the Client on a percent complete basis each month and/or completion of tasks.

General

We appreciate the opportunity to prepare a proposal for our marine engineering and consulting services and look forward to working together. This proposal is valid for 30 days and was prepared based on the information provided by the Client to date. If you wish us to provide the services detailed above, please sign this agreement, which includes the Cummins Cederberg's General Terms & Conditions attached herein, and return a signed copy to us, which will serve as our Authorization to Proceed. Should you have any questions or require additional information, please do not hesitate to contact me at +1.305.741.6155 or LBarrera@CumminsCederberg.com.

Sincerely,
CUMMINS CEDERBERG, INC.



Leonard Barrera Allen, P.E.
Project Director

Read and Accepted by **Client:**

By:_____

Name:_____

Title:_____

Date:_____

Enclosures:
General Terms & Conditions
Certificate of Insurance

General Terms & Conditions

1 – Definitions:

"Cummins Cederberg, Inc." (hereinafter referred to as "CC") shall include said company, and its individual professional or professionals, performing the "Work."

"Work" means the specific engineering or other service to be performed by CC as set forth in CC's proposal.

"Client" refers to the person or business entity ordering the Work to be done by CC.

"Agreement" refers to CC's proposal, the client's acceptance, and CC's Terms and Conditions. The Client's acceptance of the proposal includes acceptance of these general conditions. The proposal and acceptance are hereby incorporated by reference herein.

2 – Authorization of Work: If the Client is ordering the Work on behalf of another, the Client represents and warrants that the Client is the duly authorized agent of said party for the purpose ordering and directing said Work. Client agrees that CC's professional duties are specifically limited to the Work set forth in CC's proposal. CC's Work is for the exclusive use of the Client. In no event shall CC have any duty or obligation to any third party.

3 – Payment: Invoices shall be submitted either upon completion of tasks or on a monthly basis. Invoices are to be paid in full within thirty (30) days of receipt of the invoice by the Client. Invoices not paid in full within thirty (30) days shall incur interest at a rate of 1.5 percent per month (or the maximum rate of interest permitted by law, if less). If an invoice is not paid within sixty (60) days, CC may, without waiving any claim or right against the Client and without any liability whatsoever to the Client, terminate the performance of Work. The written notice requirement of Section 9 below does not apply to a termination of work under this paragraph.

4 – Indemnification and Mutual Waiver: To the fullest extent permitted by Laws and Regulations, CC shall indemnify and hold harmless Client, and Client's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CC or CC's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions in Section 5 below. Further, this indemnification does not apply if the Client, and Client's officers, directors, members, partners, agents, consultants, and employees cause or contribute to the loss.

Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless CC and its officers, directors, members, partners, agents, employees, and Consultants from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under this Agreement, except those damages, liabilities or costs attributed to the negligent acts by CC specifically in the performance of the Agreement.

To the fullest extent permitted by Laws and Regulations, Client and CC waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and Consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

5 – Warranty and Limit of Liability: CC shall perform services for Client in a professional manner, using the degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing at the same time and in the same or a similar locality as the project. CC makes no warranties, express or implied, under this Agreement or otherwise, in connection with the services provided.

To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CC and CC's officers, directors, members, partners, agents, employees, and Consultants, to Client and anyone claiming by, through, or under Client for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of CC or CC's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by CC under this Agreement.

To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, CC, and all other negligent entities and individuals.

PURSUANT TO SECTION 558.0035. FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CC MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

6 – Use of Documents: All Documents prepared by CC are instruments of service, and CC shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the CC) whether or not the Project is completed. Instruments of service by CC are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of CC. Any reuse by the Client or others of documents and plans that result from CC's services under this Agreement shall be at Clients or others sole risk without liability to CC. Electronic information and files are for the informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold CC harmless for any damages that may result from the use of the information.

7 – Cost Estimates: CC opinions of probable construction cost are made based on experience, qualifications, and general knowledge of the construction industry. However, CC has no control over the cost of labor, materials, equipment, or services furnished by others, or methods of determining prices, or market conditions. Client hereby acknowledges that CC cannot warrant that estimates of probable construction or operating costs provided by CC will not vary from actual cost incurred by the Client.

8 – Construction Services: CC shall not be responsible for or have control over means, methods, techniques, sequences, procedures, or for safety precautions and programs in connection with the construction of the Project; nor shall CC be responsible for the Contractor's failure to carry out the work in accordance with the contract documents or for Contractor's failure to comply with applicable laws, ordinances, rules or regulations.

9 – Termination of Services: The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice to the other party. The written notice requirement of this paragraph does not apply to CC's termination of work under section 3 above. In the event of termination, the Client shall pay CC for all services rendered and costs incurred through the effective date of termination. Neither party may assign, sublet or transfer any rights under or interest (including, but not without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law.

10 – Mediation/Dispute Resolution: Client and CC agree to negotiate all disputes or conflicts between them in good faith for a period of 30 days from the date of notice. If said dispute or conflict is not resolved within 30 days, Client and CC agree to then submit any and all unsettled disputes or other matters in question between them arising out of or relating to this Agreement to non-binding mediation. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement. The process shall be conducted on a confidential basis. If such mediation is unsuccessful in resolving a dispute, then the parties may seek to have the Dispute resolved in circuit court.

In the event of litigation, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.

Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, CC shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of CC.

11 – Legal Jurisdiction: This Agreement is to be governed by and interpreted according to the laws of the State of Florida. The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a State court of competent jurisdiction located in Miami-Dade County, Florida.

12 – Notice: Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended.

13 – Agreement: This Agreement constitutes the entire agreement between Client and CC and supersedes all prior written or oral understandings. This Agreement may only be amended or modified in writing and duly executed by both parties.

Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Acrisure South Insurance Services, LLC 1317 Citizens Blvd Leesburg FL 34748 License#: L122365	CONTACT NAME: Shelia Robertson PHONE (A/C, No, Ext): 800-845-8437 FAX (A/C, No): E-MAIL ADDRESS: SRobertson@acrisure.com
INSURED Cummins Cederberg Inc 201 Alhambra Circle, Suite 601 Coral Gables FL 33134 CUMMCED-01	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : The Charter Oak Fire Insurance Company 25615 INSURER B : St. Paul Protective Insurance Company 19224 INSURER C : Benchmark Insurance Company 41394 INSURER D : Pacific Insurance Company, Limited 10046 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 2059631896 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			660-A0909919-COF-25	9/26/2025	9/26/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAA0917213	9/26/2025	9/26/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP Basic	$ 1,000,000 $ $ $ $ $10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	99 WC-00003062-01	9/26/2025	9/26/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			21 OH 0464456-25	9/26/2025	9/26/2026	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

~Evidence of Insurance
c/o Cummins Cederberg, Inc.
201 Alhambra Circle, Suite 601
Coral Gables FL 33134
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jimmy Irwin

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RESOLUTION NO. 2026-___

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A TASK ORDER WITH CHEN MOORE AND ASSOCIATES FOR A TOWN-WIDE SEAWALL AND SHORELINE ASSESSMENT IN CONNECTION WITH THE TOWN'S STORMWATER IMPACT FEE ANALYSIS; AUTHORIZING EXPENDITURES IN AN AMOUNT NOT TO EXCEED $114,028.00; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, impact fees are one-time charges imposed by local governments on new development to fund infrastructure improvements necessitated by growth, including stormwater systems, roads, parks, and public safety facilities; and

WHEREAS, impact fees must be based upon the most recent and localized data available and supported by appropriate studies to ensure that the fees are proportionate to the impacts generated by new development; and

WHEREAS, the Town of Bay Harbor Islands currently does not impose a stormwater impact fee; and

WHEREAS, on February 11, 2026, the Town Council approved an agreement with KCI Technologies, Inc. for Engineering Consultant Continuing Services and authorized KCI to perform a Stormwater Impact Fee Analysis; and

WHEREAS, KCI Technologies, Inc. requires an updated assessment of public shorelines and seawalls owned by the Town, together with an opinion of probable cost, as part of the Stormwater Impact Fee Analysis; and

WHEREAS, the Town last performed a seawall assessment in 2020; and

WHEREAS, Chen Moore and Associates (CMA) submitted a proposal to provide an updated assessment of public shoreline and seawall infrastructure throughout the Town together with an opinion of probable cost; and

WHEREAS, on November 30, 2023, the Town Council approved an agreement with Chen Moore and Associates pursuant to RFQ No. 5-1005-23-0-2023/FVR for Engineering Consultant Continuing Services; and

WHEREAS, the proposed assessment will provide critical information necessary to support the Town's ongoing stormwater impact fee analysis and future capital planning efforts; and

WHEREAS, funding for the assessment is available in FY2027 Budget Account No. 406.5380.400031.000 (Professional Services); and

WHEREAS, the amount budgeted is $139,379.00, the amount requested is $114,028.00, and the remaining budget balance following approval will be $25,351.00; and

WHEREAS, the Town Council finds that approval of the Task Order with Chen Moore and Associates is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Approval. The Town Council hereby approves the Task Order with Chen Moore and Associates for the completion of a Town-wide seawall and shoreline assessment and opinion of probable cost in an amount not to exceed $114,028.00.

Section 3. Authorization. The Town Manager is authorized to execute the Task Order and any supporting documents necessary to implement this Resolution.

Section 4. Implementation. Town officials are authorized to take all actions necessary to carry out the purposes of this Resolution.

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ___ day of _____, 2026.

Motion By: _____
Seconded By: _____

FINAL ADOPTED VOTE:
Mayor Isaac Salver _____
Vice Mayor Stephanie Bruder _____
Council Member Joshua D. Fuller _____
Council Member Molly Diallo _____
Council Member Eric Rappaport _____
Council Member Elchonon Shagalov _____
Council Member Robert H. Yaffe _____

_____
Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Tania Cruz-Gimenez, Esq.
Town Attorney
McCarter & English, LLP

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 12.1
Date: October 14, 2026
From: Lindsley Noel, Town Manager
To: Mayor and Town Council Members
Subject: Consideration and approval of an ordinance on second reading amending the Town's Zoning Code to establish a new Governmental Property (GP) Zoning District and to provide regulations governing the permitted uses and development standards applicable to properties designated within the GP District. Town Manager

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Description/Background – **RECOMMENDATION**

Town Council discretion to approve on second reading the attached ordinance creating Section 23.23 of Chapter 23 (Zoning and Planning) of the Town Code, as amended following first reading. The ordinance establishes a new zoning district, the Governmental Property (GP) District, to provide clear and uniform standards for the development and use of government-owned and government-operated properties within the Town.

BACKGROUND

The Town of Bay Harbor Islands currently lacks a specific, tailored zoning designation for its governmentally owned and operated properties. As a result, the review of such projects has sometimes relied on standards not optimally suited to their unique public-service functions, leading to administrative uncertainty and potential delays in the delivery of essential services to the public.

To address this, the proposed ordinance establishes a comprehensive framework for the GP District, creating a predictable and efficient review path for government projects. This aligns with the Town's commitment to efficient administration and proper planning for the health, safety, and welfare of its citizens. The ordinance is designed to ensure that governmental facilities are compatible with surrounding land uses while adhering to best practices in planning and development. Similar to other municipalities, this approach helps streamline the review of projects on government-controlled properties.

At the first reading, the Town Council approved the ordinance with the following minor amendments:

1. Removal of the landscape requirement (formerly Sec. 23.23.D), which had required a

minimum of ten percent (10%) of each plot to be landscaped "green" open space at ground level.
2. Removal of the "fully enclosed" requirement for rooftop mechanical equipment (formerly Sec. 23.23.F), as requested by Councilman Fuller. Rooftop mechanical equipment must still be screened and shall not exceed twenty (20) feet in height.

ANALYSIS

The attached ordinance adds a new Section 23.23 to Chapter 23 of the Town Code. The key provisions of this new section are as follows:

1. **Permitted Uses (Sec. 23.23.A)** The ordinance establishes a clear list of permitted uses within the GP District, ensuring that any development is consistent with the district's intent. Uses include:

- Public parks, playgrounds, and community centers.
- Fire stations and police stations (with a gun range permitted only as an accessory use).
- Public water and sewer treatment facilities, libraries, and public buildings.
- Detention facilities and solid waste disposal facilities.
- Other similar governmental, civic, and institutional uses, as determined by the applicable zoning authority.

2. **Development Standards-** The ordinance creates specific standards for the GP District to govern new construction and redevelopment, ensuring compatibility and high-quality design.

- **Setbacks (Sec. 23.23.B):**

- Front Yard: A minimum front yard setback of five (5) feet is required.
- Rear and Side Yards: No setback is required along interior property lines, providing flexibility for campus-style government complexes. However, a five (5) foot setback is required along property lines adjacent to a residential lot or a waterfront.
- Height Limits (Sec. 23.23.C): Building height is limited to seventy-five (75) feet, measured from the Base Flood Elevation (BFE) plus any required freeboard.
- Building Roof Design (Sec. 23.23.E): Flat roofs must be designed to screen mechanical equipment, minimize ponding, and maintain an attractive appearance. The use of roof decks for recreational facilities is encouraged.
- Rooftop Accessory Structures (Sec. 23.23.F): All rooftop mechanical equipment must be fully screened and shall not exceed twenty (20) feet in height. Recreational facilities on rooftops must be visually screened from neighboring properties. 3. Regulatory Authority (Sec. 23.23.G & H) To provide administrative efficiency while maintaining oversight, the ordinance vests authority for certain approvals in the Town Manager.
- Recreational Court Facilities: The Town Manager, or their designee, has the authority to approve outdoor recreational game court facilities .
- Unlisted Governmental Uses: Crucially, the Town Manager is authorized to review and approve governmental uses that are not specifically listed in the ordinance, provided they are substantially similar in nature, character, and intensity to those permitted uses. This"catch-all" provision ensures the Town can respond to future needs without requiring a code amendment for every new service or facility.

4. **Conditions of Approval and Limitations**

To ensure compatibility with surrounding properties and the intent of the Code, the Town Manager may establish reasonable conditions for approvals related to site and building design, landscaping, parking, access, buffering, and traffic circulation. The ordinance expressly limits this authority, stating that the Town Manager cannot approve a use that is expressly prohibited or waive dimensional, safety, environmental, or other requirements imposed by federal, state, or local law.

CONCLUSION

The approval of this ordinance will create a clear and consistent regulatory framework for the development and use of government properties within Bay Harbor Islands. By establishing specific standards and an administrative approval process, the GP District will provide the Town with the necessary flexibility to serve its residents efficiently while ensuring that all projects are of the highest quality and compatible with the surrounding community. The ordinance represents a proactive step in planning that balances the public necessity for essential services with the Town's commitment to maintaining its unique character and high standards.

Budget Impact: – **FINANCIAL ANAYSIS**
GL Line Item Number: N/A
Total Amount Budgeted: N/A
Encumbered Amount: N/A
Balance Remaining: N/A
ORDINANCE NEW ZONING GP.docx

ORDINANCE NO. ---

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES BY ADDING A NEW SECTION 23.23, ESTABLISHING PERMITTED USES, DEVELOPMENT STANDARDS, AND ADMINISTRATIVE AUTHORITY FOR THE GOVERNMENTAL PROPERTY (GP) DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands finds that the proper planning and regulation of governmental property is essential to the health, safety, and welfare of its citizens; and

WHEREAS, the Town of Bay Harbor Islands desires to establish clear and uniform standards for permitted uses and development within the Governmental Property (GP) District to ensure compatibility with surrounding land uses and adherence to best practices; and

WHEREAS, the Town of Bay Harbor Islands has determined that the public necessity, convenience, and general welfare require the amendments set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: That Chapter 23 of the Town of Bay Harbor Islands Code of Ordinances is hereby amended by adding a new Section 23.23, to read as set forth in **Exhibit A** attached hereto and incorporated herein by reference.

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, or

phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Town Council hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION 3. REPEAL OF CONFLICTING ORDINANCES. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. EFFECTIVE DATE. That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this 10th day of September 2026.

PASSED on Second Reading 14th day of October 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

Isaac Salver
Mayor

ATTEST:

Evelyn Herbello, MMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

McCarter & English, LLP
Town Attorneys
Tania Cruz-Gimenez, Esq.

EXHIBIT "A"

The Town of Bay Harbor Islands, Florida Code of Ordinances is hereby amended as follows:

CHAPTER 23 ZONING AND PLANNING

ARTICLE I. ZONING REGULATIONS

Sec. 23.23 - Governmental Property (GP) District.

A. **Permitted Uses.** No land, body of water, or structure shall be maintained, used, or permitted to be used, and no structure shall be erected, constructed, moved, reconstructed, or structurally altered, or permitted to be erected, constructed, moved, reconstructed, or structurally altered for any purpose in a GP District which is designed, arranged, or intended to be used or occupied for any purpose other than the following:

1. Public parks, playgrounds, and buildings and structures supplementary and incidental to such uses;
2. Community centers;
3. Recreational amenities;
4. Fire stations;
5. Police stations, provided that a gun range shall be permitted only as an accessory use within and in conjunction with a police station and shall not be permitted as a stand-alone use;
6. Public water and sewer treatment and distribution facilities;
7. Public libraries;
8. Public buildings and centers;
9. Public auditoriums, arenas, museums, and art galleries;
10. Detention facilities (both maximum and minimum security);
11. Solid waste collection and disposal facilities;

12. Public maintenance and equipment yards;

13. Retail sales, including supermarkets; and

14. Other similar governmental, civic, institutional, and public uses, as determined by the applicable zoning authority.

B. **GP Setbacks.**

1. **Front Yard Setback (Any Street Frontage, Including Corner Lots).**

i. Five (5) feet.

2. **Rear and Side Yard Setbacks.**

i. No setback is required along interior property linesFor any lot adjacent to a residential lot or a waterfront, a setback of five (5) feet from the property line is required.

C. **Height Limits.**

1. **Building Height.** No building or portion thereof shall exceed seventy-five (75) feet in height, as measured from the base flood elevation (BFE) plus any additional freeboard required by the Florida Building Code, or as otherwise prescribed by any applicable United States, state, or county flood control laws or regulations.

D. Building Roof Design. All rooftops of buildings with flat roof decks, including parking garage roof decks, shall be designed to minimize negative appearances by screening mechanical equipment, minimizing the ponding of stormwater, and maintaining the roof surface in an attractive manner. The use of flat roof decks for on-site recreational facilities is encouraged, including the use of landscape materials for aesthetic and environmental "greenhouse gas reduction" purposes.

E. **Rooftop Accessory Structures.** The height of all accessory roof structures designed and utilized for the housing of mechanical equipment (such as elevators, water storage, air conditioning, stairwells, chimneys), decorative architectural roof features, accessory recreational facilities, open-air trellises, canopies, fences, walls, and similar facilities shall be limited as follows:

1. The structure must be screened and shall not exceed twenty (20) feet in height.

2. Rooftop accessory recreational facilities shall be visually screened horizontally from neighboring properties by fences, walls, or other screening

materials or features that are no shorter in height than the object to be screened.

F. **Outdoor Recreational Game Court Facilities.** The following regulations shall apply to all recreational game court facilities, including but not limited to tennis, racquetball, handball, basketball, shuffleboard, children's multipurpose, and similar facilities, or any combination thereof:

1. Any individual or combination of recreational game court facilities may be approved by the Town Manager, or their designee.

G. **Town Manager Authority to Approve and Modify GP Provisions.**

1. **General Authority.** The Town Manager, or their designee, is hereby authorized to review, approve, and make modifications to any of the provisions of this Section 23.23, as applied to Governmental Property (GP) within the Town.

H. **Governmental Property and Unlisted Governmental Uses.**

1. **Governmental Property and Uses.** Government-owned or government-operated property and facilities may be permitted within the zoning district for governmental, civic, public service, and other similar purposes consistent with this Section.

2. **Authority of Town Manager.** The Town Manager, or their designee, shall have the authority to review and approve governmental uses, facilities, structures, site plans, and building designs proposed on government-owned or government-operated property when such use or facility is not specifically listed as a permitted or conditional use within the applicable zoning district.

3. **Review Criteria.** In exercising such authority, the Town Manager shall determine whether the proposed use is substantially similar in nature, character, and intensity to the governmental, civic, public service, or institutional uses permitted within the zoning district and whether the proposed development is consistent with the applicable provisions of this Code.

4. **Conditions of Approval.** The Town Manager may establish reasonable conditions of approval related to site design, building design, landscaping, parking, access, buffering, screening, lighting, traffic circulation, and other site-related impacts to ensure compatibility with surrounding properties and the intent of this Code.

5. **Limitation on Authority.** Nothing in this section shall authorize the Town Manager to approve a use that is expressly prohibited by this Code or to waive dimensional, safety, environmental, or other requirements imposed by federal, state, or local law.

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Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 12.2
Date: October 14, 2026
From: Lorrainia Belle, Town Planner
To: Mayor and Town Council Members
Subject: Consideration and approval of an ordinance on second reading amending section 18-5 of the Town Code requiring developers to provide inspection and restoration of roadway work within 30 days as determined by the Town. Town Manager.

Description/Background – Town Council discretion to approve the attached ordinance on Second Reading amending Section 18-5 of the Town Code. The ordinance accomplishes the following:

1. Requires a Maintenance of Traffic (MOT) Application to be submitted and approved prior to any work commencing within or impacting the public right-of-way;
2. Prohibits the use of cold patching for any temporary or permanent roadway restoration;
3. Requires temporary restoration using hot mix asphalt with milling to a clean, vertical edge;
4. Mandates completion of permanent restoration within thirty (30) calendar days for general permit holders and forty-five (45) calendar days for franchised public utilities, with the timeline triggered by final inspection approval from the Department of Public Works;
5. Requires a flowable fill beneath the final surface material for all permanent restoration;
6. Mandates full frontage restoration requiring the permit holder to mill and repave the entire width of the roadway for the full linear frontage of the property where work was performed;
7. Requires a separate repair permit reviewed and approved by the Department of Public Works and the Town Engineer;
8. Mandates inspection of all repair work by the Town Engineer or their designee;
9. Establishes an escalating fine structure: Two Hundred Fifty Dollars ($250.00) per calendar day for the first ten (10) business days following the deadline, increasing to **Five Hundred Dollars ($500.00) per calendar day** thereafter; and
10. Includes a "deemed approved" provision ensuring that if the Town Engineer fails to issue

a written inspection approval or deficiency notice within ten (10) business days, the restoration shall be deemed approved and the timeline shall commence.

BACKGROUND

The Town of Bay Harbor Islands is currently experiencing a significant volume of construction activity throughout the municipality. This includes private development projects, utility work, and infrastructure improvements authorized by various town permits. While the Town is committed to supporting responsible development and necessary infrastructure maintenance, the volume of construction has resulted in widespread damage to the Town's rights-of-way, including street pavements, curbs, gutters, and catch basins.

Under existing Section 18-5, permit holders are required to repair damaged town property promptly and in accordance with town specifications. However, the Town has observed a recurring and problematic practice: contractors are using "cold patch" asphalt as a repair method for damaged roadways. Cold patching is a temporary, expedient solution that the Town finds unacceptable for the following reasons:

1. **Aesthetic Deterioration:** Cold patch repairs are visually unappealing and create an unsightly patchwork appearance on the Town's streets, detracting from the community's overall character and beauty.
2. **Safety Hazards:** Cold patch material does not compact or bond as effectively as hot mix asphalt, leading to depressions, dips, and uneven surfaces in the road. These conditions pose safety risks to vehicles, bicycles, and pedestrians.
3. **Premature Failure:** Cold patch repairs break down quickly under traffic loads and weather conditions, requiring repeated repairs and ultimately increasing overall costs to both the permit holder and the Town.
4. **Inconsistent with Town Standards:** The frequent use of cold patch as a "final" repair falls below the standard of quality the Town expects and its residents deserve.

Additionally, the Town has identified a need for clearer oversight and accountability mechanisms, including:

- Ensuring that traffic control plans are reviewed and approved before work begins through the MOT Application process;
- Establishing objective timelines that begin with an inspection trigger, not the date of excavation, to ensure fairness;
- Addressing the issue of patchwork roadways by requiring full frontage restoration rather than isolated repairs;
- Ensuring permanent backfill quality through flowable fill requirements;
- Providing appropriate timeline flexibility for utilities given the complexity of their work; and
- Creating a meaningful financial disincentive for non-compliance.

To address these concerns and advance the beautification of Bay Harbor Islands, the Town seeks to amend Section 18-5 to establish clear, enforceable standards that ensure roadway

repairs are performed properly, promptly, and to a high aesthetic and functional standard.

FIRST READING ACTION

On August 19, 2026, the Town Council considered the ordinance on First Reading. Following discussion, the Council approved the ordinance on First Reading with the following changes directed by staff and the Council:

- Addition of MOT Application Requirement: The Council directed staff to add a new subsection requiring a Maintenance of Traffic (MOT) Application to be submitted and approved prior to any work commencing within or impacting the public right-of-way, including a traffic control plan and penalties for non-compliance.
- Extension of Deadline for Utilities: extend the permanent restoration deadline from thirty (30) days to forty-five (45) days for franchised public utilities, recognizing the complexity and scale of utility infrastructure work.
- Inspection-Based Timeline Trigger: clarify that the 30-day and 45-day deadlines shall commence upon final inspection and written approval by the Department of Public Works, not from the date of excavation, to ensure fairness where inspections may be delayed.
- Flowable Fill Requirement: The Council directed staff to require a minimum of two (2) inches of flowable fill for all permanent restoration backfill to prevent future settlement and ensure long-term durability.
- Full Frontage Restoration: The Council directed staff to require that permanent restoration include milling and repaving the entire width of the roadway for the full linear frontage of the property, not just the excavated area, to eliminate longitudinal seams and ensure a uniform, continuous pavement surface.
- Escalating Fine Structure: The Council directed staff to amend the fine structure to allow a ten (10) business day grace period at $250.00 per day, after which the fine shall increase to **$500.00 per day** until the work is completed.
- "Deemed Approved" Clause: The Council directed staff to include a provision ensuring that if the Town Engineer fails to issue a written inspection approval or deficiency notice within ten (10) business days of the permit holder's written request, the restoration shall be deemed approved and the timeline shall commence.
- Emergency Exception: Include an exception to the 24-hour inspection notice requirement for emergencies posing an immediate threat to public safety or property.

DEFERRAL ACTION

On September 10, 2026, the Town Council deferred the ordinance on Second Reading to allow staff to incorporate the Council's directed changes from First Reading and to finalize the revised ordinance language. The ordinance was subsequently revised to include all Council-directed amendments, including the MOT Application requirement, flowable fill specification, full frontage restoration, escalating fine structure, "deemed approved" clause, and emergency exception.

SECOND READING – OCTOBER 14, 2026

The ordinance is now presented for Second Reading with all Council-directed changes incorporated. The revised ordinance reflects the following key provisions:

1. **MOT Application Approval Required Prior to Work** – No work may commence within or impact the public right-of-way until a complete MOT Application, including a traffic control plan compliant with the Town's MOT Form and Guidelines and the MUTCD, is submitted and approved in writing by the Public Works Department. Work without an approved MOT Application is subject to immediate stop-work orders and penalties.
2. **Emergency Exception for MOT** – Emergency work necessary to address an immediate threat to public health, safety, property, or the continuity of essential utility service may commence without prior MOT approval, provided the permit holder immediately implements appropriate traffic control measures, notifies the Town Engineer and/or Public Works Director as soon as practicable, and submits required MOT documentation.
3. **Prohibition of Cold Patching** – Cold patching is prohibited as a temporary or permanent repair. Temporary restoration must use hot mix asphalt, applied after milling the edges to a clean, vertical face, compacted to grade, and maintained until permanent restoration is completed.
4. **Permanent Restoration Deadlines** – Franchised public utilities or other utility permit holders must complete permanent restoration within forty-five (45) calendar days from the initial inspection or written notice by the Public Works Director or designee identifying the required restoration. All other permit holders must complete permanent restoration within thirty (30) calendar days from the date of the initial inspection or written notice.
5. **Full Frontage Restoration** – For all new multifamily and commercial development, where construction activities require the cutting, excavation, or disturbance of a paved public roadway, the permit holder must permanently restore the full frontage of the roadway affected by the development. This includes milling and repaving the entire width of the roadway for the full linear frontage of the property, as measured along the street right-of-way, to eliminate longitudinal seams and ensure a uniform, continuous pavement surface.
6. **Completion Prior to TCO** – All required roadway and frontage restoration must be completed in accordance with approved plans prior to the issuance of a Temporary Certificate of Occupancy (TCO), unless otherwise authorized in writing by the Town Engineer and/or Public Works Director.
7. **Restoration Standards** – Paved sections must conform in type, shape, elevation, and texture to adjacent paved areas and be of at least equal quality. Swale areas, medians, sidewalks, driveways, and similar structures must be restored in kind to a condition equal to or better than that which was disturbed. Driveway restoration materials are limited to plain concrete or asphalt.
8. **Benchmarks and Survey Markers** – All benchmarks and permanent reference survey markers disturbed during construction must be replaced at an equal or better level of precision, at the permittee's expense, by a professional land surveyor registered in the State of Florida.
9. **Repair Permit and Inspection Requirements** – No repair work, whether temporary or permanent, may commence without a right-of-way permit issued by the Town, except for emergency work authorized pursuant to subsection (2). The application for the repair permit must be reviewed and approved by the Department of Public Works. All repair

work is subject to inspection by the Town Engineer, Public Works Director, or designee. The permit holder must notify the Public Works Department at least twenty-four (24) hours in advance of any repair work to allow for inspection, except in the case of an emergency posing an immediate threat to public safety or property. The Department of Public Works shall conduct a final inspection upon completion of the permanent restoration.

10. **Warranty for Restoration Work** – The permit holder must guarantee its restoration work for a period of twelve (12) months after completion. Should there be any defects or failures, corrective work must be performed immediately upon notification from the Town. If not performed in a reasonable and satisfactory manner within thirty (30) calendar days after receiving notice, the Town may cause the repairs to be made at the facility owner's expense.
11. **Financial Assurance** – The Town may require the permit holder to post a performance bond, maintenance bond, letter of credit, or other financial assurance acceptable to the Town in an amount determined by the Town Manager and/or their designee to cover the full cost of restoration and the one-year warranty period. Franchised public utilities with an existing franchise agreement may be exempt from this requirement, provided they submit a certificate of self-insurance or corporate guarantee acceptable to the Town Attorney.
12. **Failure to Complete Restoration; Enforcement and Fines** – If the permit holder fails to complete permanent restoration within the applicable time period, the permit holder is subject to a fine of Two Hundred Fifty Dollars ($250.00) per calendar day for each day the restoration remains incomplete. After the first ten (10) business days following the deadline, the fine increases to **Five Hundred Dollars ($500.00) per calendar day** until the work is completed.
13. **As-Built Plans** – Within sixty (60) days after completion of construction, the permit holder must provide a complete set of as-built plans to the Town, including horizontal and typical vertical profiles, in digitized format showing the two-dimensional location of the facilities based on the Town's geographical database datums, or other format acceptable to the Town Manager.
14. **Flowable Fill Requirement** – All permanent restoration backfill must include a minimum of two (2) inches of flowable fill beneath the final surface material to prevent future settlement and ensure long-term durability.
15. **"Deemed Approved" Clause** – If the Town Engineer fails to issue a written inspection approval or deficiency notice within ten (10) business days of the permit holder's written request, the restoration shall be deemed approved and the timeline shall commence.

ANALYSIS

The amended ordinance significantly strengthens Section 18-5 by establishing a comprehensive framework for roadway restoration that begins with a mandatory Maintenance of Traffic (MOT) Application requiring approval from the Town Engineer before any work commences in the public right-of-way, with work without approval subject to stop-work orders and $500.00 per day fines. The ordinance prohibits cold patching entirely and mandates temporary restoration using hot mix asphalt with milling to a clean vertical edge immediately after excavation. Permanent restoration must be completed within thirty (30) calendar days for general permit holders and forty-five (45) calendar days for franchised public utilities, with both deadlines triggered by final inspection and written approval from the Department of Public Works rather than the date of excavation. All permanent restoration requires full-depth

repaving with a minimum of two (2) inches of flowable fill beneath the final surface, and critically, the ordinance mandates full frontage restoration requiring the permit holder to mill and repave the entire roadway width for the full linear property frontage to eliminate unsightly longitudinal seams and ensure a uniform pavement surface. The ordinance also includes a "deemed approved" clause providing that if the Town Engineer fails to issue an inspection approval or deficiency notice within ten (10) business days of the permit holder's request, the restoration is deemed approved and the timeline commences. Enforcement is achieved through a separate repair permit requirement, mandatory inspections with 24-hour advance notice (with an emergency exception), a one-year warranty on all restoration work, and a escalating fine structure of $250.00 per day for the first ten (10) business days after the deadline, increasing to $500.00 per day thereafter, with the Town Engineer authorized to waive fines for good cause such as weather delays or material shortages. Additional protections include financial assurance requirements (with utilities required to provide self-insurance or corporate guarantees if exempt) and as-built plans within sixty (60) days of completion, collectively ensuring that roadway repairs are durable, safe, aesthetically consistent, and completed in a timely manner while holding contractors fully accountable for quality workmanship.

Procedural Protections and Enforcement: The proposed amendment includes clear standards that provide objective criteria for compliance. The requirement for a separate permit and mandatory inspection ensures that the Town has oversight at every stage of the repair process. The daily fine structure creates a strong economic incentive for timely completion, while the 30-day window provides a reasonable period for contractors to complete permanent restoration.

Beautification Objective: By eliminating cold patching and requiring hot mix asphalt with milling and full-depth repaving, the Town ensures that roadway repairs will be smooth, durable, and aesthetically consistent with the surrounding pavement. This directly supports the Town's broader beautification goals and enhances the visual appeal and safety of the public rights-of-way.

Full Frontage Restoration: The requirement for full frontage restoration eliminates the patchwork appearance caused by isolated repairs and ensures a uniform, continuous pavement surface along the entire property frontage. This provision is intended to protect the Town's aesthetic character while reducing long-term maintenance costs associated with longitudinal seams and premature pavement failure.

Flowable Fill Requirement: The flowable fill requirement beneath the final surface material addresses the persistent issue of trench settlement and ensures long-term durability of permanent restoration work.

"Deemed Approved" Clause: This provision ensures fairness by preventing delays in the Town's inspection process from indefinitely extending the permit holder's restoration timeline. If the Town Engineer fails to act within ten (10) business days of the permit holder's written request, the restoration is deemed approved and the timeline commences.

Escalating Fine Structure: The escalating fine structure provides a meaningful financial disincentive for non-compliance while allowing a ten (10) business day grace period at the lower rate of $250.00 per day before increasing to $500.00 per day. This balanced approach encourages timely completion while avoiding undue hardship for minor delays.

CONCLUSION

This ordinance provides the Town with clear, enforceable standards to address the persistent problem of substandard roadway repairs resulting from construction activity. By:

- Requiring MOT Application approval before work begins;
- Prohibiting cold patching and requiring hot mix asphalt with milling for temporary restoration;
- Mandating full-depth permanent repaving with flowable fill within inspection-triggered deadlines;
- Requiring full frontage restoration to eliminate patchwork;
- Providing a "deemed approved" clause to ensure fairness; and
- Establishing an escalating fine structure for non-compliance,

The Town will ensure that roadway repairs are durable, safe, and aesthetically consistent with the community's beautification goals.

The requirement for a separate repair permit, review by Public Works and the Town Engineer, and mandatory inspection ensures that the Town has meaningful oversight at every stage of the repair process. The escalating fine structure creates a strong financial incentive for contractors to complete repairs timely, while the 30-day and 45-day deadlines provide reasonable periods to complete permanent restoration.

Approval of this ordinance on Second Reading will protect the safety and beauty of Bay Harbor Islands' public rights-of-way, hold contractors accountable for quality workmanship, and ensure that the Town's streets remain smooth, attractive, and safe for all residents and visitors.

Budget Impact: – **FINANCIAL ANAYSIS**

GL Line Item Number: N/A
Total Amount Budgeted: N/A
Encumbered Amount: N/A
Balance Remaining: N/A
Town of Bay Harbor - Roadway Restoration - Ordinance (6).docx
Sec._18_5. Repair and Restoration of Damaged Property and Public Right-of-Way update.pdf

ORDINANCE NO. ____

AN ORDINANCE OF THE TOWN OF BAY HARBOR ISLANDS AMENDING SECTION 18-5 OF THE TOWN CODE, ENTITLED "REPAIR OF DAMAGED PROPERTY"; ESTABLISHING ENHANCED ROADWAY RESTORATION STANDARDS FOLLOWING CONSTRUCTION OR EXCAVATION ACTIVITIES; PROHIBITING THE USE OF COLD PATCH ASPHALT FOR TEMPORARY OR PERMANENT RESTORATION; REQUIRING TEMPORARY RESTORATION WITH HOT MIX ASPHALT; REQUIRING PERMANENT RESTORATION WITHIN THIRTY (30) CALENDAR DAYS; REQUIRING A SEPARATE REPAIR PERMIT AND INSPECTIONS; ESTABLISHING DAILY FINES FOR NON-COMPLIANCE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is experiencing significant construction, utility, and infrastructure activity resulting in impacts to public rights-of-way; and

WHEREAS, the Town Council finds that the use of cold patch asphalt results in substandard roadway repairs, aesthetic deterioration, premature failure, and potential safety hazards; and

WHEREAS, the Town Council desires to establish clear restoration standards, inspection procedures, and enforcement mechanisms to protect the public health, safety, and welfare;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are adopted and incorporated herein as legislative findings.

SECTION 2. AMENDMENT TO SECTION 18-5. Section 18-5 of the Town Code is Islands is hereby amended as set forth in Exhibit "A" (with stricken text deleted and underlined text added).

SECTION 3. CODIFICATION. It is the intention of the Town Council that the provisions of this Ordinance shall become and be made a part of the Town Code.

SECTION 4. CONFLICTS. All ordinances or parts of ordinances in conflict are repealed to the extent of such conflict.

SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause, or provision is held invalid, the remainder shall not be affected.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption as provided by law.

PASSED on First Reading this ___ day of August, 2026.

PASSED on Second Reading this ___ day of _____, 2026.

_____
Isaac Salver, Mayor

ATTEST:

_____
Evelyn Herbello, MMC, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____
McCarter & English
Tania Cruz-Gimenez, Esq.
Interim Town Attorney

EXHIBIT A

Sec. 18-5. ~~Same—~~Repair and Restoration of ~~d~~Damaged ~~p~~Property and Public Right-of-Way.

1) Repair of Damaged Town Property.

Street pavements, including, but not limited to curbs, gutters, manholes, catch basins, striping, or other town property damaged by any work, shall be promptly repaired by the holder of the permit. All repair shall be performed so as to equal condition of the subject matter in accordance with the town's specifications. The town shall supply to the permit holder the exact specifications of the subject matter and the permit holder shall comply with such specifications.

2) Maintenance of Traffic (MOT) Requirements.

No work shall commence within or impact on the public right-of-way until the permit holder has submitted a complete Maintenance of Traffic (MOT) Application to the Town and receives written approval from the Public Works Department. The MOT Application shall include a traffic control plan in accordance with the Town's MOT Form and Guidelines, the Manual on Uniform Traffic Control Devices (MUTCD), and any other applicable town specifications. The approved MOT plan shall be implemented and maintained for the duration of the work. Any deviation from the approved MOT plan shall require prior written approval from the Public Works Department. Work performed without an approved MOT Application shall be subject to immediate stop-work orders and penalties as provided herein.

Notwithstanding the foregoing, emergency work necessary to address an immediate threat to public health, safety, property, or the continuity of essential utility service may commence without prior MOT approval, provided that the permit holder or utility immediately implements appropriate traffic control measures, notifies the Town Engineer and/or Public Works Director or designee as soon as practicable, and submits any required MOT documentation in accordance with this section.

3) Temporary restoration.

Immediately after any excavation or cutting of a paved street, the permit holder shall perform a temporary restoration using hot mix asphalt, applied after milling the edges to a clean, vertical face. The temporary patch shall be compacted to grade and shall remain in place until permanent restoration is completed. Cold patching is prohibited as a temporary or permanent repair.

4) Permanent Restoration Requirements.

a. For franchised public utilities or other utility permit holders, permanent restoration of damaged town property must be completed within forty-five (45) calendar days from the initial inspection or written notice by the Public Works Director or designee identifying the required restoration. All other permit holders shall complete permanent restoration within thirty (30) calendar days from the date of the initial inspection or written notice by the Department of Public Works identifying the required restoration.

b. Permanent restoration shall include full-depth repaving of the affected area in accordance with Miami-Dade County specifications, including base repair, milling, and overlay as directed by the Town Engineer and/or Public Works Department. All permanent backfills shall include flowable fill conforming to the Town's Standard Specifications for Public Works Construction, with a compressive strength not exceeding 100 *PSI* at 28 days, placed beneath the final surface material.

5) Full Frontage Restoration for New Multifamily and Commercial Development.

a. For all new multifamily and commercial development, where construction activities require the cutting, excavation, or disturbance of a paved public roadway, the permit holder shall be

responsible for the permanent restoration of the full frontage of the roadway affected by the development.

Permanent restoration of a paved street shall not be limited solely to the excavated or cut area. The permit holder shall mill and repave the entire width of the roadway for the full linear frontage of the property where the work was performed, as measured along the street right-of-way. This requirement is intended to eliminate longitudinal seams and ensure a uniform, continuous pavement surface. The Town Engineer and/or Public Works Director may modify this requirement upon a showing that full frontage restoration is not reasonably necessary to protect the public health, safety, or welfare, or where multiple permit holders are working within the same block face, the Town Engineer and/or Public Work Director may coordinate restoration to allow for a single, unified paving operation, with costs apportioned among the permit holders.

b. Completion Required Prior to Issuance of Temporary Certificate of Occupancy. For new multifamily and commercial development subject to the requirements of this section, all required roadway and frontage restoration shall be completed in accordance with the approved plans and the requirements of the Town Engineer and/or Public Works Director, or designee, prior to the issuance of a Temporary Certificate of Occupancy (TCO), unless otherwise authorized in writing by the Town Engineer and/or Public Works Director, or designee.

6) Restoration standards.

a. Paved sections shall conform in type, shape, elevation and texture to adjacent paved areas and shall be of at least equal quality. All areas of new or existing pavement damaged or undermined in the course of permittee operations shall be removed and restored as set forth herein.

b. Swale areas, medians, sidewalks, driveways, and similar structures shall be restored in kind to a condition equal to or better than that which was disturbed. Driveway restoration materials shall be limited in kind to plain concrete or asphalt

c. All benchmarks and permanent reference survey markers disturbed during the course of construction shall be replaced at an equal or better level of precision, at the permittee's expense, by a professional land surveyor registered in the State of Florida.

7) Repair Permit and Inspection Requirements.

No repair work, whether temporary or permanent, shall commence without a right-of-way permit issued by the Town, except for emergency work authorized pursuant to subsection (2). The application for the repair permit shall be reviewed and approved by the Department of Public Works. All repair work shall be subject to inspection by the Town Engineer, Public Works Director or designee. The permit holder shall notify the Public Works Department at least twenty-four (24) hours in advance of any repair work to allow for inspection, except in the case of an emergency posing an immediate threat to public safety or property, in which case the permit holder shall notify the Public Work Department as soon as practicable. The Department of Public Works shall conduct a final inspection upon completion of the permanent restoration. The time periods set forth in subsection (4) shall commence upon the date of the initial inspection or written notice identifying the required restoration and shall not be extended by the scheduling or completion of the final inspection.

8) Warranty for Restoration Work.

The permit holder shall guarantee its restoration work for a period of twelve (12) months after the completion of such restoration. Should there be any defects or failures in the work, including but not limited to settlement of trenches in the roadway, shoulders, or graded areas; pipe, curb and gutter; driveways; sidewalks; or vegetation, corrective work shall be performed immediately upon notification from the Town. If such restoration is not performed in a reasonable and satisfactory manner within thirty

(30) calendar days after receiving notice, the Town may cause the repairs to be made at the facility owner's expense.

9) Financial assurance.

The Town may require the permit holder to post a performance bond, maintenance bond, letter of credit, or other financial assurance acceptable to the Town in an amount determined by the Town Manager and/or their designee to cover the full cost of restoration and the one-year warranty period. Such bonds shall be irrevocable and shall indemnify the Town against costs of restoring or maintaining the public right-of-way due to or arising from failure of the permittee to properly complete the work. Franchised public utilities with an existing franchise agreement may be exempt from this requirement, provided they submit a certificate of self-insurance or corporate guarantee acceptable to the Town Attorney.

10) Failure to Complete Restoration; Enforcement and Fines.

If the permit holder fails to complete permanent restoration within the applicable time period set forth in subsection (4), the permit holder shall be subject to a fine of Two Hundred Fifty Dollars ($250.00) per calendar day for each day the restoration remains incomplete during the first ten (10) business days following the deadline. Thereafter, if the restoration remains incomplete, the fine shall increase to Five Hundred Dollars ($500.00) per calendar day for each subsequent day until the work is completed to the satisfaction of the Public Works Director and/or their designee. Such fines shall accrue daily and are in addition to, and not in lieu of, any other remedies available to the Town, including the right to make repairs and assess all costs against the permit holder. The Town Manager and/or their designee may waive or reduce fines upon a showing of good cause, including but not limited to weather delays, material shortages, or other circumstances beyond the permit holder's reasonable control. Additionally, any work performed without an approved MOT Application as required by subsection (2) shall be subject to an immediate stop-work order and a fine of Five Hundred Dollars ($500.00) per day until the MOT Application is approved and all work is brought into compliance. Emergency work performed in accordance with subsection (2) shall not be subject to a fine solely for failure to obtain prior MOT approval.

11) As-built plans.

Within sixty (60) days after completion of construction, the permit holder shall provide a complete set of as-built plans to the Town, including horizontal and typical vertical profiles. Such plans shall be provided in digitized format showing the two-dimensional location of the facilities based on the Town's geographical database datums, or other format acceptable to the Town Manager.

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 13.1
Date: October 14, 2026
From: Lorrainia Belle, Town Planner
To: Mayor and Town Council Members
Subject: Consideration and approval of an ordinance on first reading amending Section 23-12 (General Provisions) of the Town Code regarding swimming pools, hot tubs, jacuzzis and spas. Town Manager

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Description/Background – **RECOMMENDATION**

Town Council discretion to approve on first reading, the attached ordinance amending Section 23-12(15)(g) of Chapter 23 (Zoning and Planning) of the Town Code. The proposed amendments modernize and clarify the regulations governing the construction and placement of swimming pools, hot tubs, Jacuzzis, and spas on waterfront and non-waterfront lots within the Town.

BACKGROUND

The Town of Bay Harbor Islands currently maintains regulations for swimming pools and similar water features within Section 23-12(15)(g) of the Town Code. However, the existing provisions contain inconsistent language, redundant requirements, and formatting errors that create confusion for property owners, contractors, and Town staff during the review and permitting process. Specifically, the current regulations contain drafting inconsistencies, including duplicate setback language, reserved subsections, and unclear cross-references that complicate interpretation and enforcement. Additionally, the regulations lack clear guidance on pool equipment screening and deck construction standards, leading to administrative uncertainty and potential delays in project approvals.

Recent Incidents and Safety Concerns.

More critically, it has come to the Town's attention that there have been multiple problems with contractors constructing pools on the ground floor and inadvertently hitting the seawall during excavation and construction. These incidents have caused significant damage, including cracking of the seawall structure. When the seawall is compromised, water can rush into the property and, in some cases, even into neighboring properties, creating serious safety hazards and property damage risks. Within this year alone, the Town has responded to two (2) such incidents where pool construction activities resulted in seawall damage and subsequent

flooding.

To address this ongoing safety concern and prevent future incidents, the proposed ordinance adjusts the setback requirements for swimming pools on waterfront lots. Specifically, the code will be amended to require a minimum distance of fifteen (15) feet from the seawall (increasing from the current requirement) and will allow a minimum of ten (10) feet from the side yard setback for pool construction. These changes are designed to provide adequate separation between pool excavation activities and the seawall, reducing the risk of structural damage and protecting both public safety and private property.

To address these issues comprehensively, the proposed ordinance reorganizes and clarifies the pool regulations to improve readability, eliminate redundancies, and ensure consistent application. These amendments align with the Town's commitment to clear, user-friendly regulations that protect the health, safety, and welfare of its citizens while maintaining the Town's aesthetic character and high standards.

ANALYSIS

The attached ordinance amends Section 23-12(15)(g) of the Town Code. The key revisions are as
follows:

1. Organizational Restructuring

The ordinance restructures the swimming pool regulations to improve clarity and logical flow. The provisions are now organized in a clear, hierarchical format that distinguishes between:

- Waterfront lots (abutting the water)
- Waterfront lots (abutting the street)
- Nonwaterfront lots (abutting the street)
- Nonwaterfront lots (rear yard)

2. Clarification of Setback Requirements

The amendments eliminate redundant and conflicting setback language to ensure consistent application and, most importantly, address the seawall damage incidents:

- Waterfront Lots (Water Side): Clarifies a minimum fifteen (15) foot setback to the seawall and a minimum ten (10) foot setback to the side yard. The fifteen (15) foot setback from the seawall provides a critical buffer zone to prevent pool construction activities from compromising the seawall structure, thereby protecting properties from flooding and structural damage.
- Waterfront Lots (Street Side): Maintains a minimum twenty (20) foot setback to the rear lot line and prohibits construction in side yard setback areas.
- Nonwaterfront Lots (Street Side): Maintains a minimum twenty (20) foot setback to the front yard lot line and prohibits construction in side yard setback areas.
- Nonwaterfront Lots (Rear Yard): Maintains a minimum five (5) foot setback to the rear yard lot line and prohibits construction in side yard setback areas.

3. Equipment and Deck Standards

The amendments consolidate and clarify standards for pool equipment and decks:

- Pool Equipment: Requires pool equipment to be set back a minimum of five (5) feet from side and rear lot lines and screened from sight from adjacent properties and the street when viewed from ground level.
- Pool Decks: Requires decks to be set back a minimum of five (5) feet from side and rear lot lines and prohibits placement in minimum front yard setback areas. Deck construction remains subject to prior approval by the Town Manager or Design Review Board, with plans and material samples required.

4. Corner Lot Provisions

The amendments clarify regulations for corner lots in the RD Single-family and RM-2 Multi-family districts:

- Pools and decking must be set back a minimum of five (5) feet from the street side lot line.
- Pools, equipment, and decking must be screened from sight from adjacent properties and the street.
- The ordinance provides clear definitions for street side yards and designates the Town's authority to determine front and street side yards for angled building configurations.

5. Street Screening Requirements

The amendments maintain the requirement that pools constructed in areas abutting a street be screened from the street by a wall, fence, and landscaping, with full compliance with the Town's fence and wall ordinances. This ensures the Town's aesthetic character is preserved.

6. Removal of Redundant Language

The amendments delete reserved subsections and redundant language, ensuring the regulations are concise, clear, and enforceable.

CONCLUSION

The approval of this ordinance will modernize and clarify the Town's swimming pool regulations, creating a clear, consistent, and user-friendly framework for property owners, contractors, and Town staff. By eliminating redundancies, clarifying setbacks, and consolidating standards, the amendments will reduce administrative uncertainty, streamline the review process, and ensure that all pool construction projects are compatible with the surrounding community and maintain the Town's high standards. Most importantly, the revised fifteen (15) foot setback from the seawall will provide a critical safety buffer to prevent future incidents of seawall damage and flooding, protecting both public safety and private property. The ordinance represents a proactive step in refining the Town's regulations to serve its residents more efficiently while protecting the health, safety, and welfare of the public.

Budget Impact: – GL Line Item Number: N/A
Total Amount Budgeted: N/A
Encumbered Amount: N/A

Balance Remaining: N/A
Sec._23_12.___General_provisions Exhibit (4).pdf
TBH Pool Regulations Ordinance.docx

Sec. 23-12. General provisions.

(1) Nothing shall be done or suffered to be done or permitted to exist on any improved or unimproved property which may be or become an annoyance, blight, eyesore, danger or nuisance to the neighborhood, the inhabitants of buildings or the safety and welfare of the general public. Without limiting the foregoing, the following shall constitute a nuisance: deteriorated landscaping, deteriorated fences, deteriorated roofs, deteriorated windows, deteriorated shutters, deteriorated screens, deteriorated exterior paint, deteriorated railings, deteriorated facia boards, deteriorated exterior doors, deteriorated driveways, deteriorated parking areas, deteriorated garbage containers, deteriorated swimming pools and pool areas or any deteriorated part of structures to the extent it causes a blight on the neighborhood or endangers life or property. Deteriorated is defined as degeneration in the substance of the thing such as that arising from decay, corrosion, disintegration, lack of paint, broken parts, holes, or leaking in the case of roofs. No monkeys, apes, reptiles, horses, cattle, swine, goats, poultry, fowl or any other livestock shall be kept on any lot.

(15) Projections into setback areas:

(g) Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on any waterfront or nonwaterfront lot with following restrictions:

i. Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on waterfront lots on the side which abuts the water with the following restrictions:

a. They must not exceed two (2) feet above finish grade.

b. ~~They must not be closer than five~~ The setback requirement is a minimum of fifteen (15) feet to the seawall.

c. ~~They must not be constructed in the side yard setback areas.~~ The setback requirement is a minimum of ten (10) feet to the side yard.

ii. Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on waterfront lots on the side or sides which abut the street with the following restrictions:

a. They must not exceed two (2) feet above finish grade.

b. They must not be closer than twenty (20) feet to the rear lot line.

c. They must not be constructed in the side yard setback areas.

iii. Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on nonwaterfront lots on the side or sides which abut the street with the following restrictions:

a. They must not exceed two (2) feet above finish grade.

b. They must not be closer than twenty (20) feet to the front yard lot line.

c. They must not be constructed in the side yard setback areas.

iv. Swimming pools, hot tubs, Jacuzzi, or spas may be constructed on nonwaterfront lots in the rear yard setback with the following restrictions:

a. They must not exceed two (2) feet above finish grade.

b. They must not be closer than five (5) feet to the rear yard lot line.

c. They must not be constructed in the side yard setback areas.

v. Swimming pools, hot tubs, Jacuzzi, or spas and equipment may be constructed in setback areas with the following restrictions:

a. Swimming pool, hot tub, Jacuzzi, or spa and pool equipment must not be closer than five (5) feet to the side or rear yard lot line.

b. [Reserved.]

c. Swimming pool, hot tub, Jacuzzi, or spa equipment must be screened from sight from adjacent property and from the street when viewed from ground level.

vi. Except for the foregoing permitted construction and restrictions, no swimming pools, hot tubs, Jacuzzi, or spas or pool equipment may be constructed in any setback area.

vii. All swimming pools, hot tubs, Jacuzzi, or spas to be constructed in areas abutting a street shall be screened from the street by a wall or fence and landscaping so that the pool cannot be seen from the street. Further, there shall be full compliance with all provisions of the town's ordinances regulating fences and walls.

viii. The construction of swimming pool, hot tub, Jacuzzi, or spa decks shall be subject to prior approval by the town manager or the design review board. Plans showing the location of new or replacement decks shall be provided to the building department prior to issuance of a permit. A sample of the decking material will be required when submitting an application.

ix. No portion of a swimming pool, hot tub, Jacuzzi, or spa deck shall be placed closer than five (5) feet to a side or rear lot line. -No portion of a swimming pool, hot tub, Jacuzzi, or spa deck shall be placed in the minimum front yard setback area.

x. Notwithstanding the above restrictions, a swimming pool, hot tub, Jacuzzi, or spas and/or swimming pool decking may be constructed in a street side yard of a corner lot in the RD Single-family district and RM-2 Multi-family district with the following restrictions:

a. Swimming pools, hot tubs, Jacuzzi, or spas, and swimming pool decking shall not be closer than five (5) feet to the street side lot line.

b. Swimming pools, hot tubs, Jacuzzi, or spas, swimming pool equipment and swimming pool decking shall be screened from sight from adjacent property and from the street when viewed from ground level pursuant to the provisions of subsection vii above.

c. The street side yard is the yard area of a corner lot other than the yard that the front of the building faces. If a building is placed on a corner lot in an angled configuration the town will designate the front and street side yards. Swimming pool, hot tubs, Jacuzzi, or spas, and swimming pool decking shall not be placed in front yard areas on corner lots.

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23, "ZONING AND PLANNING," OF THE TOWN CODE; AMENDING SECTION 23-12(15)(G) RELATING TO SWIMMING POOLS, HOT TUBS, JACUZZIS, SPAS, POOL EQUIPMENT, AND RELATED DECKING; PROVIDING FOR REVISED SETBACK REQUIREMENTS FOR WATERFRONT AND NON-WATERFRONT LOTS; PROVIDING FOR SEAWALL PROTECTION STANDARDS; PROVIDING FOR SCREENING AND DESIGN REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council finds that clear and enforceable zoning regulations protect public health, safety, and welfare; and

WHEREAS, the existing pool regulations contain inconsistencies, redundancies, and unclear standards; and

WHEREAS, the Town has experienced multiple incidents involving seawall damage caused by pool construction activities; and

WHEREAS, the Town Council finds that increased seawall setbacks and clarified standards will reduce risks of flooding and property damage; and

WHEREAS, the proposed amendments modernize and clarify pool regulations applicable to waterfront and non-waterfront properties; and

WHEREAS, the Town Council finds the proposed amendments to be in the best interests of the Town and its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

SECTION 1. RECITALS. The foregoing recitals are incorporated herein.

SECTION 2. AMENDMENT TO SECTION 23-12(15)(G). Section 23-12(15)(g) is amended as set forth in Exhibit A attached hereto and incorporated herein.

SECTION 3. CODIFICATION. This Ordinance shall be codified.

SECTION 4. CONFLICTS. Conflicting ordinances are repealed to the extent of conflict.

SECTION 5. SEVERABILITY. If any provision is invalid, the remainder shall remain effective.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective upon adoption on second reading.

PASSED on first reading this 14th day of October, 2026.

PASSED on second reading this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

Isaac Salver
Mayor

ATTEST:

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

MCCARTER & ENGLISH, LLC
Tania Cruz-Gimenez, Esq.
Town Attorney

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 13.2
Date: October 14, 2026
From: Sam Zamacona, CIP Director
To: Mayor and Town Council Members
Subject: Consideration and approval of an ordinance on first reading to amend Chapter 71/2 entitled Flood Damage Prevention, to update the effective date of the Flood Insurance Study (FIS) and the Flood Insurance Rate Maps (FIRMs). Town Manager

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Suggested Action: – Approve on first reading the revised Ordinance to amend Chapter 7 ½, in the Code of Ordinances entitled "Flood Damage Prevention".

Description/Background – Flood zone designations may be established or revised when new and more accurate information becomes available. Map updates are typically caused by changes in weather patterns, higher sea levels, and local development.

This revised ordinance on first reading updates the 11 September 2009 date in the Code for the old Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS), with the new date of 19 February 2027 for the reissued FIRM and FIS.

Although the code allows for auto adoption of the reissued FIRM and FIS, this ordinance amendment allows for greater transparency to changes in floodplain management resulting from the reissued documents.

Introduction

Chapter 7 ½ entitled Flood Damage Prevention, was last amended on second reading on 13 August 2025, in preparation for the FEMA reissued FIRM and FIS. Accordingly, those amendments addressed, inter alia, additional requirements for developments in Coastal High Hazard Areas (V Zones).

The FIRM that is currently in use for Bay Harbor Islands was last revised on 11 September 2009 and has been in use since that date. On 25 February 2021, FEMA issued a preliminary revised FIRM for comment and after expiration of statutory appeal period, FEMA issued Letters of Final Determination (LFD) on 19 August 2026 to all communities in Miami-Dade County that were impacted by revised Flood Insurance Rate Maps. A copy of the 19 August 2026 LFD is submitted in Exhibit 1.

Revised Ordinance

There are two amendments to the Flood Damage Prevention Ordinance, Chapter 7 ½ as follows:

1. The effective date for the reissued Flood Insurance Rate Map (FIRM) and the Flood insurance Study (FIS) is 19 February 2027.
2. The new address for Town Hall 1045 95th Street.

Impacts of new FIRM

The new FIRM impacts most of Bay Harbor Islands' waterfront properties that FEMA deems to be more exposed to storm surges and wave action. As a result, except for the properties on the Bay Harbor Waterway, flood zoning has changed for all waterfront properties from Zone AE to Zone VE. FEMA Zone VE standards require buildings to be elevated on pilings or columns above the base flood elevation (BFE), remain free of obstructions below the elevated floor, and be certified by a registered engineer or architect to withstand simultaneous wind, wave and flood loads.

The base flood elevation (BFE) of all internal lots on both islands is designated AE 7, which is a change from the previous designations of AE 8 and AE 9 under the old FIRM. The new FIRM results in an effective lowering of the lowest habitable floor by 1-2 foot for these properties.

Changes from the Old FIRM

On the new FIRM, the datum for measuring elevations is NAVD 1988; on the old firm the datum was NGVD 1929.

Previously designated as Zone AE, the affected waterfront properties are now divided by a line referred to as the Limit of Moderate Wave Action (LiMWA). The LiMWA represents the landward limit of the 1.5-foot breaking wave. Properties between the LiMWA and the water are in Zone VE.

A copy of the new FIRM is attached as Exhibit 2. The effective date for this FIRM is 6 months from
the date of the LFD or 19 February 2027.

Discussion

Flood Zone VE is a designated coastal high risk flood zone where properties face extreme flood hazards from storm driven wave action. The "VE" stands for velocity, water butat this Zone isn't just about rising flood water but is also associated with powerful wave action. Properties in Flood Zone VE are expected to experience waves three (3) feet higher during a base flood event, from storm surges resulting from hurricanes or coastal storms.

Flood Zone VE is considered one of the most dangerous designations due to the combined forces acting on properties during coastal storms.

The lowest habitable floor in Zone VE is measured at the lowest horizontal structural member.

The space below the lowest floor shall be constructed with breakaway walls which are intended to collapse under wind, and water loads without causing collapse, displacement, or other structural damage to the main elevated structure.

For comparison with the new FIRM, the old FIRM dated 11 September 2009, is attached in Exhibit
3.

It is noted that FEMA's guidelines are intended to establish minimum standards to increase flooding resilience of the Bay Harbor Islands community. Homeowners and developers are well advised that exceeding the minimum limits will improve resiliency and reduce property damage if a flood occurs.

Budget Impact: – None.
EXHIBIT 1 LFD 19 AUGUST 2026.pdf
EXHIBIT 2 NEW FIRM EFFECTIVE DATE 17 FEB 2027.png
EXHIBIT 3 OLD FIRM 11 SEPT 2009.png
Ordinance_Bay_Harbor_Islands_Chpt_7.5_FIS_date (1).docx

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

FEMA

August 19, 2026

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:
19P

Lindsley Noel
Town Manager, Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

Community Name: Town of Bay Harbor Islands, Miami-Dade County, Florida
Community No.: 120637
Map Panels Affected: See FIRM Index

Dear Town Manager Noel:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

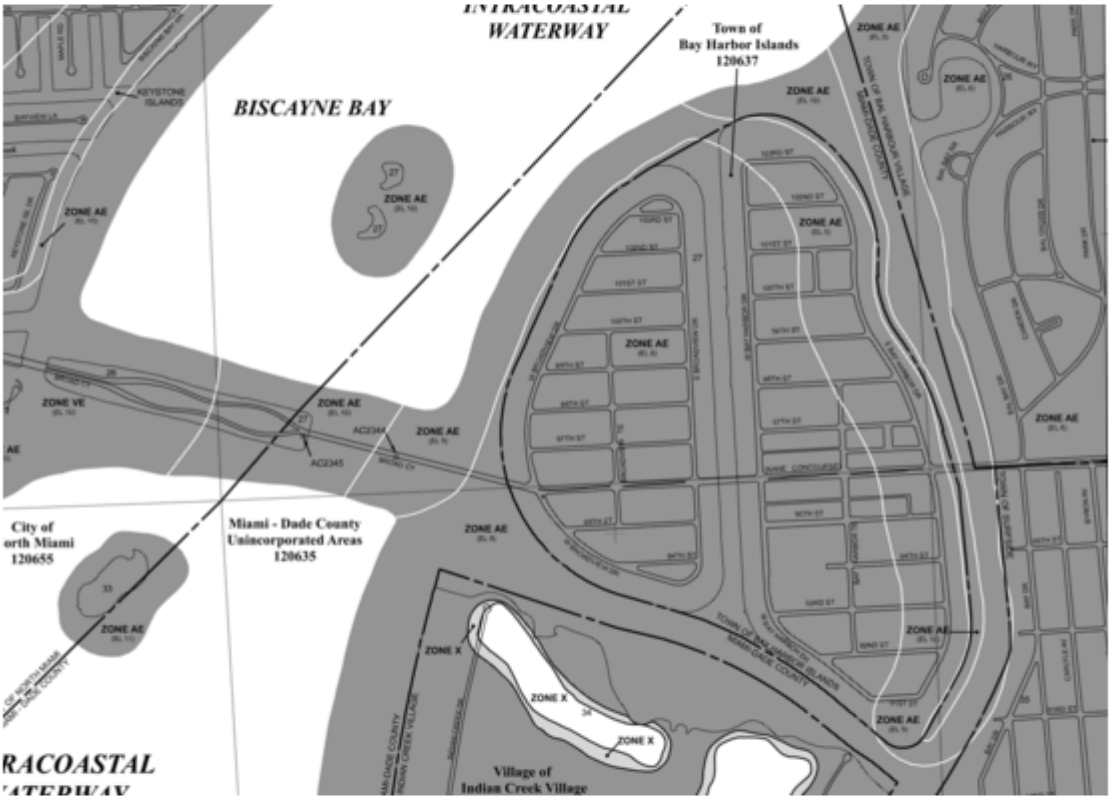
David N. Bascom

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

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

cc: Community Map Repository
Alexander Garcia, Chief Building Official, Town of Bay Harbor Islands
The Honorable Isaac Salver, Mayor, Town of Bay Harbor Islands


ZONE VE
(EL 10)
ZONE VE
(EL 9)
Biscayne Bay
ZONE AE
(EL 8)
ZONE VE
(EL 9)
Miami-Dade County
Unincorporated Area
120650
ZONE VE
(EL 9)
ZONE VE
(EL 10)
ZONE AE
(EL 9)
ZONE AE
(EL 8)
Town of Bay
Harbor Islands
120651
ZONE AE
(EL 7)
Village of Bal
Harbour Village
120654
ZONE AE
(EL 9)
ZONE AE
(EL 7)
ZONE AE
(EL 9)
Indian Creek Lake
ZONE AE
(EL 7)
Village of
Indian Creek
120649


INTRACOASTAL WATERWAY
BISCAYNE BAY
Town of Bay Harbor Islands 120637
KEYSTONE ISLANDS
ZONE AE
ZONE VE
AE2344
AE2345
City of orth Miami 120655
Miami - Dade County Unincorporated Areas 120635
ZONE X
Village of Indian Creek Village
RACOASTAL ATERWAY

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN OF BAY HARBOR ISLANDS CODE OF ORDINANCES TO AMEND CHAPTER 7½ ENTITLED FLOOD DAMAGE PREVENTION; TO UPDATE THE EFFECTIVE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the Federal Emergency Management Agency has revised and reissued the Flood Insurance Study for Miami-Dade County, Florida and Incorporated Areas, with an effective date of February 17, 2027; and

WHEREAS, the Town Council has determined that it is in the public interest to amend Chapter 7 ½ to identify the effective date of the revised Flood Insurance Study and Flood Insurance Rate Maps.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Bay Harbor Islands that the that Chapter 7 ½ be amended as set forth in Section 1 below.

SECTION 1. Code Amendment.

Existing Chapter 7 ½ - 2 (c) is hereby removed from the Town of Bay Harbor Code of Ordinances and is replaced in its entirety as set forth below:

"(c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Miami-Dade County, Florida and Incorporated Areas dated February 19, 2027, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Town Hall located at 1045 95th Street, Bay Harbor Islands, 33154."

SECTION 2. APPLICABILITY.

For the purposes of jurisdictional applicability, this ordinance shall apply in the Town of Bay Harbor Islands. This ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the effective date of this ordinance.

SECTION 3. INCLUSION INTO THE CODE OF ORDINANCES.

It is the intent of the Town of Bay Harbor Islands that the provisions of this ordinance shall become and be made a part of the Town of Bay Harbor Islands Code of Ordinances, and that the sections of this ordinance may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 4. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect immediately upon adoption.

PASSED on first reading this 14th day of October, 2026.

PASSED on second reading this ____ day of _____, 2026.

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
MCCARTER & ENGLISH, LLC
Tania Cruz-Gimenez, Esq.
Town Attorney

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 13.3
Date: October 14, 2026
From: Lindsley Noel, Town Manager
To: Mayor and Town Council Members
Subject: Consideration and approval of an ordinance on first reading amending Chapter 24, Property Maintenance Standards (Landscape Requirements). Sponsored by Council Member Robert Yaffe.

Description/Background – See Attached Staff Memo.

Staff Memo for Council Agenda Article II Sec.24-16.docx
AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS .LANDSCAPE.docx
Exhibit A-Landscaping.docx

TOWN OF BAY HARBOR ISLANDS

PLANNING AND ZONING DEPARTMENT
MEMORANDUM

TO:	Mayor and Town Council Members
THRU:	Lindsley Noel, Town Manager
CC:	Tania Cruz, Esq., Consultant Town Attorney Evelyn Herbello, Town Clerk
FROM:	Lorrainia Belle Town Planner
DATE:	October 14, 2026
SUBJECT:	Town of Bay Harbor Islands - Ordinance Amending Chapter 24, Property Maintenance Standards (Landscape Requirements)

RECOMMENDATION

Town Council discretion to approve on second reading the attached ordinance amending Chapter 24 (Property Maintenance Standards) of the Town Code, specifically Article II (Minimum Landscape Standards), as amended following first reading.

The ordinance comprehensively restates and modifies the Town's landscape regulations to ensure consistency, clarity, and compliance with applicable law, including the Miami-Dade County Landscape Code (Chapter 18A), and to address the Town's coastal barrier island location and community desire for a higher quality landscape appearance.

BACKGROUND

The Town of Bay Harbor Islands originally adopted Property Maintenance Standards regulations in September 1996 and has been required to enforce the Miami-Dade County Landscape Code (Chapter

18A) since 1994. The Town updated its landscape ordinance in 2024 to address current landscaping standards (Ord. No. 1109, § 1(Exh. A), 11-20-2024; Ord. No. 1056, § 1(Exh. A), 3-10-21).

The Town Council now desires to further amend and restate those provisions to ensure consistency, clarity, and compliance with applicable law. Some existing land development in the Town was constructed prior to the enactment of the Miami-Dade County Landscape Code or Town Supplemental Landscape Code and does not comply with minimum criteria. The Town Council desires that older nonconforming sites be upgraded when substantial improvements are made to properties and has established thresholds when nonconforming site upgrades are required.

At the first reading, the Town Council approved the ordinance with minor amendments (as reflected in the attached Exhibit "A").

ANALYSIS

1. Purpose and Intent (Sec. 24-16)

Establishes guidelines for Florida-friendly landscaping and landscaped open spaces to conserve water and energy, preserve and expand the Town's tree canopy, protect Biscayne Bay and water resources, reduce stormwater pollution, improve shade and appearance, protect infrastructure, and ensure plant materials are selected according to mature characteristics and site conditions.

2. Applicability (Sec. 24-17)

Applies to all property within the Town, including residential, multifamily, commercial, institutional, community, park, right-of-way, and other landscaped areas. Standards apply to new development, redevelopment, additions, landscape installations, tree removal or relocation, substantial landscape renovation, and other work requiring a Town permit when landscape review is required. Existing properties lawfully developed before adoption of a requirement are not required to be completely reconstructed solely because of this section, except where this Code specifically requires compliance upon redevelopment, tree removal, permit review, or other triggering work.

3. Definitions (Sec. 24-18)

Provides comprehensive definitions for terms including Administrator, ANSI A300 Standards, Artificial Turf, Best Management Practices, Buffer Perimeter Landscape, Diameter at Breast Height (DBH), Fertilizer-Free Zone, Florida-Friendly Landscaping, Green Infrastructure, Impervious Surface, Low Impact Development (LID), Prohibited Application Period, Specialized Turf, Street Tree, Surface Waters, Tree Abuse, Tree Canopy, and Urban Landscape.

4. Minimum Tree Quantities (Sec. 24-19)

Establishes supplemental landscape standards that exceed or supplement Miami-Dade standards:

- **Single-family:** Non-waterfront lots – minimum 5 trees; Waterfront lots – minimum 6 trees; Corner lots – minimum 7 trees.
- **Two-family (duplex):** Minimum 5 trees per lot; corner lots – minimum 7 trees.
- **Multi-family:** Minimum 28 trees per net acre of lot.
- **Commercial:** Minimum 22 trees per net acre of lot.

5. Minimum Standards of Plant Materials at Time of Planting (Sec. 24-20)

- **Street trees:** Minimum 15 feet overall height, 6 feet clear wood, 2½-inch caliper; planted at 35–40 feet on center; must comply with Town's street master plan species and specifications.
- **Palms:** Minimum 15 feet height, 4-inch caliper; may meet tree quantities at 3:1 ratio; large species may count one-for-one if over 15 feet of grey wood; palm species limited to 25% of required tree quantity.
- **Shrubs:** Minimum 24 inches height, planted at maximum 24 inches on center; for visual screens, minimum 36 inches height and 24 inches on center; provided at ratio of 10 per required tree; 80% native species; 50% low maintenance and drought tolerant.
- **Hedges:** Must be maintained with solid, gap-free appearance; neatly trimmed; grass and vegetation must not encroach.
- **Shade trees:** Minimum 12–18 feet overall height depending on building height; 4 feet clear trunk; 2½-inch caliper; 50% native species.
- **Selecting landscape materials:** Must be salt tolerant and suitable for oceanfront location; planted considering future mature growth to avoid utility, parking, sidewalk, road, and structural conflicts; soils modified as necessary including planters at roof/terrace level.
- **Disposal of landscape materials:** Proper disposal required; grass clippings shall not be placed on public right-of-way or enter stormwater system.
- **Fertilizers and pesticides:** Must be used in accordance with manufacturer specifications; alternatives to pesticides encouraged.

6. Plant Quality (Sec. 24-21)

- All tree species and landscape material shall be Florida #1 or better per Florida Department of Agriculture and Consumer Services Grades and Standards.
- **Tree Species Diversity (Table 1):** Required number of different tree species based on total required trees (e.g., 1–5 trees require 2 species; 31 or more trees require 7 species).
- **Size of Tree Species in Relationship to Building Height (Tables 2 and 3):** Minimum tree heights and spreads based on number of stories for single-family/two-family and multiple-family/commercial/community facilities. Tallest trees required in front yard.

7. Open Space and Turf Requirements (Sec. 24-22)

- **Turf and lawn limitations:** Turfgrass shall not be default landscape treatment; shall not comprise more than 40% of required landscaped or green pervious open-space area for new development and substantial redevelopment; shall not be planted where it cannot be maintained without excessive irrigation, erosion, or runoff; Florida-friendly, drought-tolerant groundcovers may be used in lieu of turfgrass.
- **Artificial turf:** Classified as impervious surface; must not exceed 10% of total impervious area; shall not count toward minimum landscaped area, buffers, foundation plantings, or landscape islands.
- **RD-Single Family Area:** One-story homes – minimum 35% open space at ground level; homes exceeding one story – minimum 40% open space; minimum 50% landscaped "green" pervious open space in front yard; pervious pavers or landscape strips in driveways/walkways not included in 50% requirement; sufficient open space and landscaping materials in front setback areas to break up hardscape, screen parking, and provide shade.
- **RM-1 Multiple Family Residential (Waterfront):** Minimum 20% landscaped "green" open space at ground level; if flat roof deck used for recreational purposes, minimum 15% of that area shall be landscaped (excluding pools, decks, patios, impervious surfaces).
- **RM-2 Multiple Family Residential (Non-waterfront):** Minimum 20% landscaped "green" open space at ground level; if flat roof deck utilized for recreational purposes, minimum 15% of that area shall be landscaped (excluding pools, decks, patios, impervious surfaces).

- **B-1 Business District:** Within designated setback areas, minimum 75% of total area must consist of landscape materials; remaining area may include hardscape features.

8. Landscape Buffer Requirements (Sec. 24-23)

- On-site parking lots from adjacent public rights-of-way: minimum 10-foot landscape strip.
- Continuous shrubs required between on-site parking space or driveway and street line.
- Walls or fences used as screening devices must conform to Town Code subsection 23-12(22).
- Dissimilar land uses from adjacent properties: minimum 5-foot landscape strip.
- Continuous shrubs required between any and street line.
- Walls or fences must be minimum 6 feet with life expectancy of at least 10 years with shrubs.
- **Parking-lot landscaping:** Parking lots containing more than 10 spaces shall provide interior landscape areas in addition to perimeter buffers; interior landscape areas distributed throughout parking field so shade trees are reasonably dispersed; each interior landscape area sized to provide adequate soil volume and root space; existing healthy trees preserved in place may receive credit; landscape islands at end of parking rows shall contain at least one shade tree unless infeasible; required parking-lot landscaping shall not obstruct pedestrian paths, accessible routes, fire access, drainage inlets, or sight-distance areas; Town may require additional shade trees or landscape areas.

9. Tree Removal, Protection, Replacement and Abuse (Sec. 24-24)

- **Permit required:** Tree removal permit from Miami-Dade County DERM required prior to any tree removal except for single-family and two-family sites; Town administers tree removal and relocation permit process for single-family and two-family properties.
- **Tree removal prohibited unless:** Tree is diseased or dead, classified as invasive on Miami-Dade County prohibited species list, or causing damage to utilities, roadways, or sidewalks.
- **Minimum number of street trees and on-site trees must be maintained or replaced.**
- **Single-family and two-family tree permit:** Must include name, address, telephone number of owners and persons conducting removal; detailed written statement from licensed arborist or landscape architect outlining justification for land clearing, dripline encroachment, removal, relocation, or replacement; survey showing existing structures, utility services, easements, and all trees (name, common and botanical, size, location, tagged and identified by number).
- **Multifamily, Commercial, and Community facilities/parks:** Requires site development plan approval per Section 5.23.1.
- **Tree Removal and Replacement:** If on-site replanting not feasible, property owner may seek approval to replant at alternate locations within Town or contribute to Town's tree trust fund in lieu of required replacement planting; all requests must be accompanied by current survey dated within last 6 months; professional statement from Florida-licensed landscape architect or qualified arborist required.
- **Priority for Replacement Trees:** Replacement trees shall be provided on-site whenever feasible; where on-site replacement not feasible, publicly owned land within Town receives first priority for off-site replacement planting; private property may be considered as secondary option subject to Town approval.
- **Tree Trust Fund Contribution:** If replanting or replacement not feasible, property owner shall contribute to Town's Tree Trust Fund at rate of $250.00 per inch of total DBH of tree(s) approved for removal; funds used solely for design, acquisition, and planting of trees or equivalent landscaping within Town; not for general revenue purposes; all removed trees subject to mitigation.
- **Calculation of Contribution:** DBH determined per Town's adopted tree measurement standards; DBH of multiple trees may be aggregated for determining applicable mitigation contribution per Tree Trust Fund Mitigation Schedule.

- **Use of Tree Trust Fund:** Maintained separately from general revenues; used solely for acquisition, planting, relocation, establishment, maintenance, preservation, and enhancement of trees and associated landscaping on publicly owned property within Town; may also be used for tree inventories, tree canopy planning, landscape design, irrigation associated with tree establishment, and other activities directly related to maintaining and increasing Town's tree canopy; not for general governmental purposes.
- **Mitigation Required:** All trees approved for removal subject to applicable replacement or Tree Trust Fund mitigation requirements, including native, non-native, acceptable, and non-preferred tree species.
- **No replacement of not preferred or invasive tree species permitted;** equivalent mitigation based on tree trunk caliper required; tree replacement based on Section 24-49 of Miami-Dade Tree Preservation and Protection Ordinance; Town and/or property owner must retain professional tree arborist to assist in determination of value and replacement mitigation; replacement tree species selected to replace existing tree canopy being removed unless otherwise approved by Town.
- **During site development:** All trees designated for preservation must be protected by installing barriers around each tree or cluster of trees.
- **Prohibited species:** May not be planted anywhere within Town; must be removed from all sites during site development reviews or when tree permit submitted (Table 4: Prohibited Plant Species – extensive list including Australian Pine, Brazilian Pepper, Melaleuca, Ficus species, etc.).

10. Use of Fertilizer (Sec. 24-25)

- **Intent and purpose:** Reduce negative secondary and cumulative environmental impacts associated with misuse of fertilizers, particularly in Biscayne Bay.
- **Applicability:** Regulates all applications of fertilizer within Town unless specifically exempted.
- **Timing of application:** No application during prohibited application period (June 1 through November 1, or during flood watch/warning, tropical storm watch/warning, hurricane watch/warning, or when heavy rain is likely); fertilizer only applied to actively growing turf and plants; no application before seeding or sodding or for first 30 days after seeding or sodding except hydroseeding for temporary/permanent erosion control in emergency situations.
- **Fertilizer-free zones:** No application within 20 feet from top of seawall or bank of any surface water of Biscayne Bay or any waterway or storm drain; spreader deflector shields required when fertilizing adjacent to fertilizer-free zones or impervious surfaces; newly planted turf and landscape plants may be fertilized within fertilizer-free zone only for 60-day period beginning 30 days after planting if needed.
- **Low maintenance zones:** Voluntary 10-foot low maintenance zone strongly recommended from top of seawall or bank of any surface water of Biscayne Bay or any waterway or storm drain; swale/berm system recommended at landward edge; no mowed or cut vegetative material deposited or left in low maintenance zone or deposited in water; care taken to prevent over-spray of aquatic weed products; erosion prevention required.
- **Fertilizer content and application rates:** Fertilizers containing nitrogen and/or phosphorus shall contain no less than 65% slow release, controlled release, timed release, slowly available, or water insoluble nitrogen per guaranteed analysis label; fertilizers formulated and applied per Rule 5E-1.003(4), Florida Administrative Code; no application before seeding or sodding or for first 30 days after; no more than 2 pounds of nitrogen per 1,000 square feet per calendar year; no more than 0.50 lb. of nitrogen per 1,000 square feet per application; liquid fertilizers containing nitrogen shall not be applied; phosphorus fertilizer shall not be applied unless soil deficiency verified by approved test; where deficiency verified, phosphorus application rates not to exceed 0.25 lbs. per 1,000 square feet preapplication and not to exceed 0.50 lbs. per 1,000 square feet per year; where fertilizer application not described, apply per Florida Administrative Code Rule 5E-1.003 and UF/IFAS recommendations.

- **Application practices:** No application during prohibited application period; spreader deflector shields required when fertilizing via rotary (broadcast) spreaders; deflectors positioned so fertilizer granules deflected away from all impervious surfaces, fertilizer-free zones, and water bodies including wetlands; fertilizer shall not be applied, spilled, or deposited on any impervious surfaces; any fertilizer applied, spilled, or deposited on impervious surface shall be immediately and completely removed.

11. Maintenance Requirements (Sec. 24-26)

- **Replacement of trees:** Any tree or plant that dies shall be replaced with new tree or plant meeting applicable minimum requirements unless Town approves alternative replacement or mitigation method; stumps removed below surface; trees may not be painted and shall be maintained in natural color; tree removal shall include complete stump removal and grinding of associated roots where reasonably practicable and necessary to permit lawful replacement planting.
- **Pruning:** All cuts must be clean, flush, and made at junctions, laterals, or crotches as close as possible to trunk or parent limb without cutting into branch collar or leaving stub; dead wood, crossing branches, weak or insignificant branches, and suckers removed simultaneously with crown reduction; removal of more than one-third of branches on one side of tree only permitted for hazard reduction or clearance pruning; lifting or thinning branches should distribute more than half of tree's mass in lower two-thirds; no more than one-third of tree's living canopy may be removed within one-year period; trees pruned per current ANSI A300 Standards.
- **Grass areas:** Must be properly irrigated to remain healthy and visually appealing except during officially declared drought periods; adequate pest control measures; grass height must not exceed 8 inches on any property.
- **Vegetative materials:** Grass clippings, vegetative material, and debris must not be intentionally or accidentally swept or blown into stormwater drains, ditches, conveyances, water bodies, sidewalks, or roadways; any material inadvertently deposited must be removed immediately and thoroughly.
- **Irrigation:** All newly landscaped areas must be equipped with fully automatic underground irrigation system providing complete coverage to all landscaped areas except for single-family and two-family homes; system designed to supply only necessary water; porous pipe subsurface irrigation encouraged adjacent to roadways; irrigation systems must not operate during periods of heavy rainfall and must comply with South Florida Water Management District standards; controllers switched to manual mode during increased rainfall; rain gauge sensors required; sprinkler heads for lawns or high-water-demand areas on separate zones and schedules from trees, shrubs, or lower water requirement areas; landscape irrigation systems designed to minimize water application to non-pervious areas; use of non-potable water required when available; existing properties receiving three or more code violations related to landscaping within 12-month period due to inadequate watering must install irrigation system; irrigation only permitted between 10:00 p.m. and 5:00 a.m.
- **Lawns:** Maintained so edges neatly trimmed and grass runners or weeds will not grow over adjacent drives or curbs.
- **Hedges:** Maintained to ensure solid, gap-free appearance; grass or other vegetation must not encroach; kept neatly trimmed at all times.
- **Removal of root systems:** Removal required where roots show evidence of destroying public or private property; removal or root pruning must be done so as not to irreparably damage tree or create safety hazard.
- **Protective barrier:** During site development, trees designated for preservation must be enclosed with protective barriers placed at drip line of each tree or cluster of trees, or at least 6 feet from trunk, whichever distance is greater; no excess soil, fill, equipment, building materials, or debris may be deposited within areas enclosed by protective barriers.

- **Sight distance triangle:** Trees, shrubs, hedges, and bushes shall not be maintained or allowed to exist in such a way that plant material interferes with sight distance triangle relative to vehicles or interferes with passage of any vehicles along Town's roadways.
- **Containers:** No plant materials shall be maintained or allowed to exist in nondecorative containers (i.e., plastic nursery pots).
- **Pest or nuisance trees/shrubs:** On properties where construction permit issued, any "pest" or "nuisance" trees/shrubs (such as melaleuca, Brazilian pepper, Australian pine) must be removed.
- **Town rights-of-way; utility easements:** Trees, shrubs, or hardscape located within Town's right-of-way or utility easements, regardless of when installed, shall be removed at expense of property owner upon request or necessity of Town.
- **Hurricane preparedness:** Once official "hurricane watch" issued by National Weather Service for area including Town, no person shall place any yard waste on any portion of public right-of-way or on private property unless property owner makes arrangement for private hauler to pick up such debris prior to issuance of "hurricane warning."

12. Shoreline and Waterbody Landscape Considerations (Sec. 24-27)

- **Purpose and applicability:** Landscape design, grading, drainage, and site improvements on property adjacent to or containing canal, waterway, bay, pond, lake, wetland, or other body of water shall be designed and maintained per applicable federal, state, county, and Town regulations; minimize transport of soil, fertilizers, pesticides, landscape debris, and other pollutants into adjacent water bodies.
- **Low-Maintenance Shoreline Zone:** Voluntary low-maintenance landscape zone of not less than 5 feet in width recommended adjacent to waterways and other bodies of water; should consist primarily of native, Florida-Friendly, or other appropriate vegetation that does not require frequent mowing, fertilization, or irrigation.
- **Runoff Protection:** Voluntary low-maintenance landscape zone of not less than 10 feet in width recommended adjacent to canals, waterways, ponds, lakes, wetlands, and other bodies of water.
- **Landscape Maintenance Near Water Bodies:** Mowed or cut grass, landscape debris, soil, mulch, or other vegetative material shall not be deposited into or allowed to accumulate within adjacent water body; when mowing adjacent to water body, grass clippings directed away from water; use of fertilizers, herbicides, pesticides, and other landscape chemicals conducted per applicable federal, state, county, and Town requirements and in manner that minimizes potential for runoff or overspray into water body.
- **Shoreline Plantings:** Where low-maintenance shoreline zone provided, use of native, Florida-Friendly, riparian, littoral, wetland, or other appropriate water-tolerant plant material encouraged; plant selection considering site conditions including water-level fluctuations, salt exposure, soil conditions, mature plant size, and proximity to seawalls, utilities, structures, and other infrastructure.
- **Littoral Planting Areas:** Wet detention or retention areas 1 acre or greater in size shall include planted littoral zone or shelf where required or permitted by applicable regulatory agencies unless site constraints or other regulatory requirements make such planting infeasible; plant material shall consist of appropriate native wetland or aquatic species suitable for specific site conditions.
- **Regulatory Requirements:** Nothing in this subsection shall be interpreted to authorize grading, planting, alteration, or modification of shoreline, seawall, canal, wetland, drainage system, or other regulated area without obtaining required permits or approvals from applicable federal, state, county, or local regulatory agency.

13. Protection of Electric Power Lines and Overhead Utilities (Sec. 24-28)

- Each person owning property within Town shall maintain and locate landscaping in accordance with Right Tree, Right Place standards in section 24-16, current FPL guidance, and all applicable safety requirements. The five-foot blanket clearance requirement is deleted and replaced by mature-size-based planting and utility-clearance standards.
- All newly installed vegetation in proximity to overhead utility line shall comply with section 24-16, including current FPL Right Tree, Right Place planting guidance incorporated by reference; applicant shall demonstrate compliance on landscape plan.
- Existing vegetation that conflicts with applicable utility clearance, creates documented hazard, or cannot be maintained consistently with current utility requirements shall be addressed through pruning, relocation, or removal as directed by Town and applicable utility, subject to required permit.
- In event property owner does not timely correct documented utility-related landscape violation after written notice and applicable compliance period, Town Manager authorized to arrange for Town employees or contractors to perform or cause required corrective work to extent authorized by law; Town may recover lawful costs and may record and enforce lien as authorized by law.
- Nothing in this section authorizes property owner, contractor, or other person to perform trimming, pruning, removal, installation, or other work in manner that violates applicable electrical-safety requirements; vegetation work within applicable utility safety zone shall be performed only by persons legally qualified to perform that work.

14. Trees Damaged During Construction (Sec. 24-29)

- Developer must have any trees damaged by construction repaired by professional arborist in manner acceptable to Town.
- **Immediate Notification:** Town Manager or designee must be notified immediately following any damage to trees caused by construction activities.
- **Prompt Repair:** Necessary repairs must be made promptly after damage occurs to prevent further deterioration of damaged trees.
- **Removal and Replacement:** Trees deemed incapable of returning to normal growth pattern by Town Manager or designee must be removed by developer; these trees subject to replacement according to provisions of this section.
- **Equivalent Value Replacement:** Any tree designated for preservation that is damaged by development activities in violation of this section (excluding bonded trees within dripline encroachment plan) and subsequently dies must be replaced according to tree replacement or removal requirements herein; equivalent value or replacement for dead tree may be calculated using ABH (Average Breast Height) instead of DBH (Diameter at Breast Height) as defined in this section.

15. Exemptions (Sec. 24-30)

Section 24-24 shall not be applicable to:

- High impact areas in public parks and athletic fields (specialized turf managers required to follow Florida Green Industries Best Management Practices for Protection of Water Resources in Florida, December 2008, as amended, for turf and landscape plants, and provisions set forth in section 24-21).
- Any lands used for bona fide scientific research.
- Vegetable gardens, provided they are not within 15 feet of any water body and/or wetland.
- Fruit trees and shrubs, provided fertilizer application rates do not exceed UF/IFAS recommendations.
- Yard waste compost, mulches, or other similar materials primarily organic in nature applied to improve physical condition of soil.

- Tree trunk injection fertilization treatments performed by certified arborist.
- Exceptions approved only when property owner receives specific written authorization from Town Manager or designee; Town Manager shall not issue written approval unless determines impacted landscaping or tree(s) through soil test or other approved means require specific nutrients during prohibited application period; plant material deemed consistently impacted by high-groundwater table, climate change, sea level rise, or disease is not exempt.

16. Athletic Fields, Specialized Turf, and Greenspace Requirements (Sec. 24-31)

- All new athletic fields and all renovated athletic fields (where renovation exceeds 50% of total area) shall meet all following requirements: incorporate best management practices for landscaping including use of native and Florida-friendly trees, shrubs, and ground cover; incorporate use of green infrastructure elements and/or low impact development (LID) design in design of field's drainage system and in allowing ample, uncompacted areas for tree root growth; include at minimum 10-foot low-maintenance zone buffer adjacent to watercourses, seawalls, and storm drain inlets.
- When renovating over 50% of area of any public park, new design shall meet all following requirements: incorporate best management practices for landscaping; incorporate green infrastructure/LID design; include at minimum 10-foot low-maintenance zone buffer adjacent to watercourses, seawalls, and storm drain inlets.
- Requests for exceptions submitted in writing to Town Manager or designee detailing project's design and details, demonstrating good faith effort was made to achieve substantial compliance, and explaining hardship if exception or variance not granted; Town Manager or designee has discretion to approve or reject exemption requests on case-by-case basis.
- All renovations to athletic fields and parks shall provide management plan with fertilization strategies, chemical-mixes, and distribution/utilization regimes to reduce nitrogen and phosphorus-related nutrient load.
- Fertilizers applied to greenspaces, parks, specialized turf, including athletic fields and high intensity public parks shall be formulated and applied per Rule 5E-1.003(3)(b) Florida Administrative Code, as amended.
- Fertilizers applied to turf and landscape plants within Town shall be formulated and applied per Rule 5E-1.003(4), Florida Administrative Code, Labeling Requirements for Urban Turf Fertilizers, as amended.
- Fertilizers labeled for sports turf at parks and athletic fields shall: have directions for use not to exceed rates recommended in document titled SL 191 "Recommendations for N, P, K, and Mg for Golf Course and Athletic Field Fertilization Based on Mehlich III Extractant" dated March 2007, as amended, which is adopted and incorporated by reference.
- All athletic fields, parks with specialized turf, and greenspaces required to administer nutrient soil test periodically and provide test results together with monthly fertilizer-use per site to Town Manager or designee upon request; monthly fertilizer-use reported in Town's annual water quality report submitted as part of National Pollution Discharge Elimination System Permit's annual report to Florida Department of Environmental Protection.

17. Training (Sec. 24-32)

- All commercial and institutional applicators of fertilizer within Town shall abide by and successfully complete six-hour training program in "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" offered by Florida Department of Environmental Protection through University of Florida Extension "Florida-Friendly Landscapes" program; completion repeated minimum once every five years.
- Private, non-commercial applicators encouraged to follow recommendations of University of Florida IFAS Florida Yards and Neighborhoods program when applying fertilizers.

18. Licensing of Commercial Applicators (Sec. 24-33)

- All commercial applicators of fertilizer within Town shall abide by and successfully complete training and continuing education requirements in "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" offered by Florida Department of Environmental Protection through University of Florida IFAS "Florida-Friendly Landscapes" program prior to obtaining Town of Bay Harbor Islands Tax Receipt for any category of occupation which may apply any fertilizer to turf and/or landscape plants.
- All commercial applicators shall always have in their possession when applying fertilizer evidence of certification by Florida Department of Agriculture and Consumer Services as commercial fertilizer applicator per Florida Administrative Code Section 5E-14.117(11).
- All businesses applying fertilizer to turf and/or landscape plants must ensure at least one employee has appropriate "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries" training certification prior to business owner obtaining business tax receipt.

19. Landscape Plans Required (Sec. 24-34)

- Except for routine maintenance of existing landscaping that does not involve removal, relocation, or installation of required landscape material, landscape plan shall be submitted as part of any site development, building, landscape, tree removal/relocation, or other permit applications required by Town Manager or designee.
- Landscape plan drawn to scale and shall identify property lines; existing and proposed buildings; parking and vehicular use areas; driveways; sidewalks and pedestrian paths; walls and fences; easements; above-ground and underground utilities known to applicant; overhead electric lines and their voltage where known; existing trees proposed for preservation or removal; proposed trees and palms; landscape buffers; stormwater retention/detention areas; irrigation; and required tree-protection areas.
- For each proposed tree, plan shall identify common and botanical name, quantity, minimum planting size, mature height, mature canopy spread, and any special utility or infrastructure clearance required by this section.
- For development other than single-family or two-family residence, landscape plan shall be prepared by Florida-licensed landscape architect or another person legally authorized to prepare applicable landscape plans under Florida law.
- Town may require additional information reasonably necessary to determine compliance, including tree survey, soil/rooting-area information, irrigation calculations, sight-distance information, or utility coordination.
- **Right Tree, Right Place:** Landscape materials selected and located based on expected mature height, mature canopy spread, root characteristics, growth rate, salt tolerance, water requirements, and compatibility with buildings, sidewalks, roadways, parking, signs, sight-distance areas, drainage facilities, and utilities.
- Size of tree for purposes of utility compatibility determined by expected mature size, not size at time of planting.
- No tree shall be planted where its expected mature canopy, trunk, roots, or other plant parts would create avoidable conflict with overhead electric lines, utility equipment, sidewalks, travel lanes, drainage facilities, or required sight distance.
- Town shall use current Florida Power & Light Company (FPL) Right Tree, Right Place guidance, as amended, for tree selection and planting near FPL overhead electric facilities; where current FPL standard, applicable law, or applicable utility standard is more restrictive, more restrictive standard shall control.
- Current FPL planting guidance maintained by Town as part of landscape review materials or landscape manual; Town Manager or designee may update referenced guidance without ordinance amendment when FPL changes published Right Tree, Right Place guidance, provided update does not conflict with this Code or applicable law.

- For guidance and site-plan review, following current FPL Right Tree, Right Place planting setbacks shall apply to overhead neighborhood/main power lines unless more restrictive requirement applies: Small trees and shrubs (less than 14 feet mature height) – may be planted adjacent to power lines subject to applicable safety and utility requirements; Medium trees (14–49 feet mature height) – 30 feet minimum from overhead power lines; Large trees (50 feet or taller mature height) – 50 feet minimum from overhead power lines; Large palms – maximum mature frond length plus 20 feet.
- Setbacks in subsection (12)(e) are planting-location standards; not substitute for worker or public safety clearances; persons shall comply with all applicable FPL, OSHA, state, and other safety requirements when working near energized lines.
- Pad-mounted transformers and similar utility equipment shall remain accessible; unless FPL or another utility requires greater clearance, landscaping shall maintain unobstructed clear zone of at least 8 feet in front of transformer and 3 feet behind and on each side.
- Before excavation for trees, palms, shrubs, irrigation, or other landscape improvements, applicant or property owner shall comply with Florida's applicable underground-utility notification requirements, including contacting 811 before digging as required by law.
- Town may require different plant species, mature size, planting location, or landscape treatment where necessary to avoid documented conflict with utilities, public infrastructure, emergency access, sight distance, pedestrian access, or drainage facilities.
- **Stormwater landscape areas:** Where landscape areas used for stormwater retention, detention, infiltration, or treatment, plant selection shall be compatible with periodic inundation, drought conditions, soil conditions, and required stormwater function; design shall preserve access to inlets, outlets, control structures, and maintenance areas; native or Florida-friendly plant material encouraged and shall be used where reasonably compatible with stormwater function; no landscape installation shall reduce permitted hydraulic capacity of stormwater facility or obstruct inlet, outlet, overflow, control structure, or maintenance access.
- **Soil and rooting areas:** Landscape plans shall provide sufficient soil depth, soil volume, drainage, and rooting space for selected mature plant material; soil amended or replaced as necessary to support healthy plant growth consistent with applicable engineering requirements; trees shall not be installed in locations where compacted soil, narrow planting areas, underground structures, pavement, or utilities make healthy root development impracticable unless approved soil/rooting treatment provided; where trees planted adjacent to sidewalks or pavement, applicant shall use appropriate root-zone design, soil volume, structural soil, suspended pavement, root barriers, or comparable measures where necessary to reduce foreseeable pavement or infrastructure conflicts.
- **Landscape installation and final certification:** Required landscape material shall be installed before final approval or certificate of occupancy, as applicable, unless Town approves bonded installation schedule.

20. Landscape Installation, Inspections, and Final Certification (Sec. 24-35)

- Required landscape improvements installed in accordance with approved landscape plan, this chapter, and all applicable Town requirements before final zoning approval, final site approval, or issuance of certificate of occupancy or certificate of completion, as applicable, unless Town approves bonded installation schedule or other security for deferred installation.
- **Landscape inspections required:** Landscape improvements subject to separate zoning and landscape review and inspection by Town; inspection process may include tree delivery inspection, landscape installation inspection, final landscape inspection, and irrigation inspection; Town may require additional inspections when necessary to verify compliance.
- **Tree delivery inspection:** Applicant, property owner, contractor, or authorized representative shall contact Town Planner at least 5 business days before scheduled delivery of required trees to site; required trees made available for inspection by Town before or at time of delivery and prior to permanent installation, as directed by Town; no planting before inspection unless Town Planner authorized alternative inspection procedure in writing; tree delivery inspection

shall verify trees are consistent with approved landscape plan and meet applicable requirements for species, number and quantity, minimum size, plant quality, trunk, canopy, and root condition, required Florida Grade #1 or better standard, and other applicable requirements; all required trees shall meet Florida Grade #1 or better at time of delivery and installation; in lieu of or in addition to inspection by Town staff, Town Planner may accept documentation from qualified arborist certifying trees delivered to site meet required Florida Grade #1 or better standard; such documentation shall identify trees inspected and provide sufficient information for Town to verify compliance.

- **Landscape installation inspection:** After required trees and other landscape improvements installed, applicant, property owner, contractor, or authorized representative shall request landscape installation inspection; inspection requested within approximately 15 to 20 days after completion of landscape installation, or within another time frame established by Town Planner based upon scope and nature of landscape installation; inspection may verify compliance with approved landscape plan and applicable Town requirements including required trees, tree species, tree size, tree quality, tree location, required tree spacing, shrubs, groundcover, plant quantities, required landscape areas, required landscape buffers, planting areas and dimensions, landscape materials, and overall compliance with approved landscape plan; any landscape material that does not comply may be required to be relocated, replaced, supplemented, or otherwise corrected before final landscape approval.
- **Irrigation inspection:** Where irrigation system required by this chapter or approved landscape plan, irrigation system inspected prior to final landscape approval; inspection may verify irrigation system installed in accordance with approved landscape plan and applicable Town requirements including appropriate coverage of required landscape areas and proper operation; Town may require applicant to demonstrate operation of irrigation system at time of inspection.
- **Final landscape inspection:** Required once landscape installation is substantially complete; applicant, property owner, contractor, or authorized representative shall request final landscape inspection after all required landscaping installed and properly established to extent reasonably necessary for Town to verify compliance; final landscape inspection shall verify all required landscaping including trees, shrubs, groundcover, turf, landscape buffers, and other approved landscape materials installed substantially in accordance with approved landscape plan, this chapter, and applicable conditions of approval; all required landscaping shall be installed and properly established before final landscape inspection requested unless otherwise authorized by Town Planner; any discrepancy, deficiency, missing plant material, improper installation, or other noncompliance identified during final landscape inspection shall be corrected before final landscape approval or other applicable final zoning approval issued.

CONCLUSION

The approval of this ordinance will comprehensively update and restate the Town's landscape regulations, creating a clear, consistent, and enforceable framework for the development and maintenance of landscaped areas within Bay Harbor Islands. By establishing specific standards for tree quantities, plant quality, open space, buffers, tree removal and replacement, fertilizer use, shoreline considerations, utility protection, and installation inspections, the amended Chapter 24 will provide the Town with the necessary tools to preserve and expand its tree canopy, protect Biscayne Bay and water resources, reduce stormwater pollution, and ensure that all projects are of the highest quality and compatible with the surrounding community.

The ordinance represents a proactive step in planning that balances the public necessity for essential services with the Town's commitment to maintaining its unique character and high standards. It also ensures that older nonconforming sites are upgraded when substantial improvements are made, aligning with the Town's vision for a greener, more sustainable future.

To support property owners, developers, and landscape professionals in understanding and complying with the new code requirements, the Town will be working on:

A dedicated website page that will serve as a central resource hub for the updated landscape regulations, including summaries, FAQs, application forms, inspection checklists, and links to relevant state and county regulations.

A comprehensive Landscape Manual containing approved plant lists, current FPL Right Tree, Right Place guidance, street-tree specifications, recommended spacing and utility-clearance diagrams, stormwater planting guidance, and landscape-plan checklists. The manual will be consistent with the Code and applicable law and will be maintained and updated by the Town as needed.

These educational and informational tools are intended to help knowledge the new code requirements and encourage the Town to go greener by promoting Florida-friendly landscaping, water conservation, and environmentally sustainable practices throughout the community.
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FINANCIAL ANAYSIS

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A

ATTACHMENTS

- 1st Reading Ordinance

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 24 OF THE TOWN CODE, ENTITLED PROPERTY MAINTENANCE STANDARDS; MODERNIZING THE TOWN'S LANDSCAPE REGULATIONS; ESTABLISHING UPDATED TREE PROTECTION, TREE REPLACEMENT, LANDSCAPE DESIGN, IRRIGATION, MAINTENANCE, SHORELINE BUFFER, UTILITY CLEARANCE, INSPECTION, ENFORCEMENT, AND PROPERTY MAINTENANCE STANDARDS; CREATING A TREE TRUST FUND; AMENDING RELATED ADMINISTRATIVE PROCEDURES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands originally adopted Property Maintenance Standards regulations in 1996; and

WHEREAS, the Town has updated its landscape regulations to reflect current standards and desires to further modernize Chapter 24; and

WHEREAS, the Town Council recognizes that trees, landscaping, shoreline vegetation, and urban canopy coverage are critical to environmental health, resiliency, stormwater management, and quality of life; and

WHEREAS, the Town Council desires to modernize Chapter 24 to reflect current industry standards, best management practices, resiliency initiatives, and urban forestry principles; and

WHEREAS, enhanced tree protection, replacement standards, maintenance requirements, inspection procedures, and shoreline landscaping standards further the public health, safety, and welfare; and

WHEREAS, the Town Council finds that the creation of a Tree Trust Fund will provide a mechanism for preserving and expanding the Town's urban tree canopy and landscaping resources; and

WHEREAS, the Town Council held duly advertised public hearings regarding the proposed amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

SECTION 1. INCORPORATION OF RECITALS. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. AMENDMENT TO CHAPTER 24. Chapter 24, Property Maintenance Standards, is hereby amended as more fully set forth in Exhibit A attached hereto and incorporated herein by reference. Additions are indicated by underline and deletions by strikethrough.

SECTION 3. Tree Trust Fund. Funds collected under Chapter 24 shall be maintained in a segregated account and expended only for tree planting, canopy restoration, urban forestry improvements, landscape enhancement projects, and related administration approved through the Town budget process or Town Council authorization.

SECTION 4. Utility Clearance Standards. Existing utility clearance standards shall reference the most current published Florida Power & Light Right Tree Right Place guidance, unless otherwise approved by the Town.

SECTION 5. Nonconformities. Existing nonconforming properties shall be required to comply only when redevelopment thresholds established in Chapter 24 are triggered.

SECTION 6. CONFLICT AND REPEALER. All Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith are repealed to the extent of such conflict.

SECTION 7. CODIFICATION. The provisions of this Ordinance shall become part of the Town Code and may be renumbered or relettered as necessary.

SECTION 8. SEVERABILITY. If any portion of this Ordinance is held invalid, the remaining portions shall remain in full force and effect.

SECTION 9. EFFECTIVE DATE. This Ordinance shall take effect immediately upon adoption on second reading.

PASSED AND ADOPTED on first reading this ____ day of _____, 2026.

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

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver		_____
Vice Mayor Stephanie Bruder	_____	
Council Member Teri D'Amico		_____
Council Member Molly Diallo	_____	
Council Member Joshua Fuller		_____
Council Member Eric Rappaport		_____
Council Member Robert Yaffe		_____

_____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____
McCarter & English
Tania Cruz-Gimenez, Esq.
Town Attorney

Exhibit A

ARTICLE I

Sec. 24-1. Short title.

This chapter shall be known and may be cited as the "Town of Bay Harbor Islands Property Maintenance Standards Ordinance.

ARTICLE II MINIMUM LANDSCAPE STANDARDS

Sec. 24-16. ~~Minimum landscape standards.~~ Purpose and Intent.

The purpose of this ordinance is to set forth guidelines for the installation and maintenance of Florida-friendly landscaping and landscaped open spaces. These minimum landscape standards establish requirements for the design, preservation, installation, maintenance, and replacement of landscaping within the Town of Bay Harbor Islands. The standards are intended to conserve water and energy; preserve and expand the Town's tree canopy; protect Biscayne Bay and other water resources; reduce stormwater pollution; improve shade and the appearance of public and private spaces; support Florida-friendly landscaping; protect sidewalks, roads, utilities, drainage facilities, and structures; and ensure that plant materials are selected and located according to their mature characteristics and site conditions. This ordinance aims to utilize these areas to conserve energy, preserve open spaces, and improve the aesthetic quality of Bay Harbor Islands. The Landscape Ordinance is hereby adopted as the minimum landscape standard for landscaping across all properties within the town. In addition to the minimum standards set forth in the Miami-Dade County Landscape Ordinance, section 18A, all properties must adhere to the following supplemental landscape maintenance standards:

1) A property owner is responsible for ensuring that landscaping required to be planted pursuant to this section or any previous applicable ordinance(s), is:
    a. Installed in compliance with applicable ordinances;
    b. Maintained so as to represent a healthy, vigorous, and neat appearance, free from over growths, weeds, refuse and debris;
    c. Sufficiently fertilized and watered to maintain the plant material in a healthy condition, including appropriate use of pesticides as necessary.
2) Landscape manual. The Town may maintain a landscape manual containing approved plant lists, current FPL Right Tree, Right Place guidance, street-tree specifications, recommended spacing and utility-clearance diagrams, stormwater planting guidance, and landscape-plan checklists. The manual shall be consistent with this Code and applicable law.

Sec.24-~~16.4~~ 17 - Applicability.

This section applies to all property within the Town, including residential, multifamily, commercial, institutional, community, park, right-of-way, and other landscaped areas, except where a specific subsection expressly provides otherwise.

1) These standards apply to new development, redevelopment, additions, landscape installations, tree removal or relocation, substantial landscape renovation, and other work requiring a Town permit when landscape review is required.
2) Existing properties lawfully developed before adoption of a requirement are not required to be completely reconstructed solely because of this section, except where this Code specifically requires compliance upon redevelopment, tree removal, permit review, or other triggering work.

Sec.24-~~16.3~~ 18. -Definitions.

For this section, the following terms shall have the meanings set forth below unless the context clearly indicates otherwise.

1) Administrator. Town manager or his/her designee authorized to administer and enforce the provisions of this section.
2) ANSI A300 Standards. Industry-developed standards of practice for tree care. Acronym for American National Standards Institute.
3) Application or apply. The actual physical deposit of fertilizer to turf, specialized turf, or landscape plants.
4) Applicator. Any person who applies fertilizer on turf and/or landscape plants in the town.
5) Artificial turf. A surface of synthetic fibers made to look like natural grass.
6) Automatic irrigation system. An irrigation system with a programmable controller or timing mechanism.
7) Best management practices. Turf and landscape practices, or combination of practices based on research, field-testing, and expert review, determined to be the most effective and practicable on-location means, including economic and technological considerations, for improving water quality, conserving water supplies and protecting natural resources.
8) Buffer perimeter landscape. An area of land which is set aside along the perimeter of a parcel of land in which landscaping is required to provide an aesthetic transition between different land uses and to eliminate or reduce the adverse environmental impact, and incompatible land use impacts.
9) Clearance pruning. Pruning required to avoid damage or danger related to structures, power distribution and property, as defined in the current ANSI A300 Standards.

10) Controlled plant species. Those plant species listed in the landscape manual which tend to become nuisances because of their ability to invade proximal native plant communities or native habitats, but which, if located and cultivated properly may be useful or functional as elements of landscape design.
11) Commercial fertilizer applicator (except as provided in F.S. § 482.1562(9)). Any person who applies fertilizer for payment or other consideration to property not owned by the person or firm applying the fertilizer, or the employer of the applicator.
12) Diameter at breast height (DBH). Diameter of a tree's trunk measured at a height four and one-half feet above natural grade. In the case of multiple-trunk trees, the DBH shall mean the sum of each trunk's diameter measured at a height of four and one-half feet above natural grade.
13) Fertilize, fertilizing, or fertilization. The act of applying fertilizer to turf, specialized turf, trees, or landscape plants.
14) Fertilizer. Any substance or mixture of substances that contains one or more recognized plant nutrients and promotes plant growth, or controls soil acidity or alkalinity, or provides other soil enrichment, or provides other corrective measures to the soil.
15) Fertilizer-free zone. Within 20 feet from the top of a seawall or bank of any surface water of Biscayne Bay and any storm drain, pond, stream, waterway, lake, canal, or wetland, as defined by the Florida Department of Environmental Protection.
16) Florida-friendly landscaping. Quality, low-maintenance landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant. The principles of such landscaping include planting the right plant in the right place, efficient watering, appropriate fertilization, mulching, attraction of wildlife, responsible management of yard pests, recycling yard waste, reduction of stormwater runoff, and waterfront protection. Additional components include practices such as landscape planning and design, soil analysis, the appropriate use of solid waste compost and minimizing the use of irrigation, pesticides, and fertilizers.
17) Green infrastructure. A management approach engineered-as-natural ecosystems such as green roofs, porous pavement, swales and rain gardens that largely rely on using soil and vegetation to infiltrate, evapotranspirate, and/or harvest stormwater runoff and reduce flows to drainage collection systems. This practice aims to preserve, restore and create green space using soils, vegetation, and rainwater harvest techniques.
18) Guaranteed analysis. Percentage of plant nutrients or measures of neutralizing capability claimed to be present in a fertilizer.

19) Hatrack. To flat-cut the top of a tree, severing the leader or leaders, or the removal of any branch three inches or greater in diameter at any point other than the branch collar.
20) Hazard pruning. The removal of dead, diseased, decayed, or obviously weak branches two inches in diameter or greater.
21) High-impact areas in public parks. Turf grass areas that are heavily utilized by pedestrian traffic year-round.
22) Impervious surface. A surface that has been compacted or covered with a layer of material so that it is highly resistant or prevents infiltration by stormwater. It includes roofed areas and surfaces such as compacted sand, lime rock, or clay, as well as conventionally surfaced streets, sidewalks, parking lots, and other similar surfaces such as roads, sidewalks, driveways and parking lots, as well as industrial areas such as logistics and distribution centers, that are covered by impenetrable materials such as asphalt, concrete, brick, stone, and rooftops.
23) Institutional applicator. Any person, other than a private, non-commercial or a commercial applicator (unless such definitions also apply under the circumstances), that applies fertilizer for the purpose of maintaining turf and/or landscape plants on their properties. Institutional applicators shall include, but shall not be limited to, owners, managers or employees of public lands, schools, parks, religious institutions, utilities, industrial or business sites and any residential properties maintained in condominium and/or common ownership.
24) Landscape plant. Any native or exotic tree, shrub, or groundcover (excluding turf).
25) Low maintenance zone. An area a minimum of ten feet wide adjacent to surface waters which is planted to capture and treat stormwater and is designed to not require fertilization, watering, mowing, etc.
26) Low impact development (LID). Systems and practices that use or mimic natural processes that result in the infiltration, evapotranspiration or use of stormwater in order to protect water quality and associated aquatic habitat. LID is an approach to land development or re-development that works with nature to manage stormwater as close to its source as possible.
27) Organic fertilizers. Materials that are derived from living materials. Examples of organic fertilizers include animal manures, composted materials, and plant residues. Organic fertilizers are usually considered to be "slow-release" fertilizers because many of the nutrients must be broken down by soil microbes before they become available for plant uptake.
28) Person. Any natural person, business, corporation, limited liability company, partnership, limited partnership, association, club, organization, and/or any group of people acting as an organized entity.

29) Prohibited application period. June 1 through November 1, and, otherwise, the time period during which a flood watch or warning, or a tropical storm watch or warning, or a hurricane watch or warning is in effect for any portion of the town, issued by the National Weather Service, or if heavy rain is likely.
30) Rapid release or water-soluble nitrogen. Any product containing:
    a. Ammonium nitrate.
    b. Ammonium sulfate.
    c. Calcium nitrate.
    d. Diammonium phosphate.
    e. Monoammonium phosphate.
    f. Potassium nitrate.
    g. Sodium nitrate.
    h. Urea (not in the form of slow-release nitrogen).
    i. Others as may be designated by the Association of American Plant Food Control Officials.
31) Saturated soil. Soil in which the voids are filled with water. Saturation does not require flow. For the purposes of sections 24-16.2—24-16.15, soils shall be considered saturated if standing water is present or the pressure of a person standing on the soil causes the release of free water.
32) Slow release, controlled release, timed release, slowly available, or water insoluble nitrogen. Nitrogen in a form which delays its availability for plant uptake and use after application, or which extends its availability to the plant longer than a reference rapid or quick release product. Forms of slow release, controlled release, slowly available, or water insoluble nitrogen include:
    a. Isobutylidene diurea (IBDU).
    b. Resin, polymer, or sulphur coated urea.
    c. Biosolids or residuals from domestic wastewater treatment.
    d. Urea formaldehyde.
    e. Composted animal manure.
    f. Others as may be designated by the Association of American Plant Food Control Officials.
33) Specialized turf. Areas of grass used for athletic fields and high impact areas, and other similar activities.
34) Street tree. Any approved tree planted within the public right-of-way or along private roads with the express purpose of shading impervious surfaces thereby minimizing the heat island effect.
35) Surface waters. As defined by the Florida Department of Environmental Protection (Chapter 62-340, Florida Administrative Code) means waters on the surface of the earth, contained in bounds created naturally or artificially, including, the Atlantic Ocean, bays, bayous, sounds, estuaries, lagoons, lakes,

ponds, impoundments, rivers, streams, springs, creeks, branches, sloughs, tributaries, canals, and ditches.

36) Town council. Town Council of the Town of Bay Harbor Islands, Florida.

37) Town of Bay Harbor Islands approved best management practices training program. A training program approved pursuant to F.S. § 403.9338 or any more stringent requirements set forth in this section that includes the most current version of the Florida Department of Environmental Protection's "Florida-friendly Best Management Practices for Protection of Water Resources by the Green Industries, 2008," as revised, and approved by the administrator.

38) Tree abuse. Tree abuse shall include:

   a. Damage inflicted upon any part of a tree, including the root system, by machinery, construction equipment, cambium layer penetration, storage of materials, soil compaction, excavation, chemical application or spillage, or change to the natural grade.
   b. Hat racking.
   c. Girdling or bark removal of more than one-third of the tree diameter.
   d. Tears and splitting of limb ends or peeling and stripping of bark resulting from improper pruning techniques not in accordance with the current ANSI A300 Standards.

39) Tree canopy. The aerial extent of the branches and foliage of a tree as defined by the drip line.

40) Turf, sod, or lawn. Piece of grass-covered soil held together by the roots of the grass.

41) Urban landscape. Pervious areas on residential, commercial, industrial, institutional, highway rights-of-way, or other nonagricultural lands that are planted with turf or horticultural plants. For the purposes of this section, agriculture has the same meaning as in F.S. § 570.02.

Sec.24-19. Minimum Tree Quantities.

~~[Supplemental landscape standards adopted.]~~ In addition to the minimum standards set forth in the Miami-Dade County Landscape Code. The town hereby adopts the following supplemental landscape standards for all property within the town that exceed or supplements the Miami-Dade standards due to the town's coastal barrier island location and the community's desire to achieve a higher quality landscape appearance:

1) Number of required trees.
   a) Single-family. ~~Single-family home sites located on non-waterfront lot(s) are required to have a minimum of five (5) trees per lot. Single-family home sites located on waterfront lot(s) are required to have a minimum of six (6) trees per lot. Single-family homes located on a corner lot(s) are required to have a minimum of seven (7) trees per lot~~.

i) Non-waterfront lots: minimum five (5) trees per lot.
ii) Waterfront lots: minimum six (6) trees per lot.
iii) Corner lots: minimum seven (7) trees per lot.

b) Two-family (duplex). ~~Two-family home sites are required to have a minimum of five (5) trees per lot. Two-family home sites homes located on a corner lot(s) are required to have a minimum of seven (7) trees per lot~~. Minimum five (5) trees per lot; corner lots shall provide a minimum of seven (7) trees.

c) Multi-family. ~~Multiple-family home sites are required to have a~~ Minimum of 28 trees per net acre of lot.

d) Commercial. ~~Commercial sites are required to meet the~~ Minimum of 22 trees per net acre of lot.

Sec.24-20. Minimum standards of plant materials at time of planting.

1) Street trees.
   a) For single-family and two-family developments two (2) shade trees or their equivalent shall be planted in the front yard area.
   b) Street trees shall be a minimum of fifteen (15) feet in overall height with at least six (6) feet of clear wood before branching and a minimum caliper of two and one-half (2 ½) inches at planting.
   c) Street trees shall be planted to meet the Miami-Dade minimum criteria of thirty-five (35) feet average separation but shall not exceed forty (40) feet on center at time of planting.
   d) The Town ~~reserves the right to designate a common tree species for a roadway or portion of certain roadway segments to achieve a uniformity of appearance~~ may designate common street-tree species for a roadway or roadway segment. All street trees shall comply with the Town's adopted street master plan species and specifications.
   e) Street-tree locations shall be coordinated with utilities, signs, streetlights, hydrants, driveways, sidewalks, drainage facilities, sight-distance areas, and pedestrian access.
   f) All street trees planted after the effective date of this section shall comply with the town's street master plan species and specifications.
2) Palms.
   a) Palm trees shall be a minimum of 15 feet in overall height with a minimum caliper of four (4) inches at time of planting.
   b) Palm trees may be used to meet the required tree quantities at a 3:1 ratio.
   c) Royal palm trees, canary Island date palms and other similar large palm species shall count one-for-one as meeting the minimum tree requirements if the palm tree has over fifteen (15) feet of grey wood before any palm fronds start.

d) Palm tree species shall comprise no more than twenty-five (25) percent of the required tree quantity.

3) Shrubs.
   a) Shrubs shall be a minimum of twenty-four (24) inches in height and shall be planted at a maximum of twenty (24) inches on center at time of planting.
   b) If shrubs are used as a visual screen between dissimilar land uses such shrubs shall be planted at a minimum of thirty-six (36) inches in height and twenty-four (24) inches on center.
      i) Shrubs shall be provided at ratio of ten (10) per required tree;
      ii) Eighty (80) percent shall be native species;
      iii) Fifty (50) percent shall be low maintenance and drought tolerant;
4) Hedges.
   a) Hedges ~~must~~ shall be maintained ~~to ensure~~ with a solid, gap-free appearance and shall be neatly trimmed.
   b) Grass and other vegetation ~~must~~ shall not be permitted to encroach into required hedges.
   c) All hedges are required to be kept neatly trimmed at all times.
5) Shade trees.
   a) ~~Depending on the height of the building,~~ Shade trees shall be a minimum of12 to 18 feet in overall height, depending on building height and the applicable table below, with at least four (4) feet of clear trunk ~~wood~~ before branching and a minimum caliper of two and one-half (2 ½) inches at the time of planting.
   b) Fifty percent of required shade trees shall be a native species.
6) Selecting landscape materials and soil conditions.
   a) Landscape materials installed within the town shall be selected based on suitability to the nearby oceanfront location and are generally salt tolerant. Landscape materials should be planted at locations that take into account future mature growth of the selected materials so as not to interfere with overhead or underground utilities, parking lots, sidewalks and roads (roots) and structures. Because of the existing barrier island soil composition, the soils where the landscape materials are to be planted shall be modified as necessary to allow all plantings to survive, including any planters not at ground level (roofs/terraces).
7) Disposal of landscape materials.
   a) Landscape materials, including but not limited to tree branches, palm fronds, dead or diseased plant materials and grass clippings shall be disposed of properly. Grass clippings shall be collected and removed from all sites and shall not be placed on public right-of-way or allowed to enter the stormwater system as the town's federal Environmental Protection Agency (EPA) and National Pollution Discharge Elimination System (NPDES) permit conditions. In no instance shall grass clippings be accumulated and/or swept into storm water catch basins. All

landscape materials shall be removed from the site to a suitable disposal facility, except as specified in sections 9-22, 9-23, and 9-24.

8) Fertilizers and pesticides.
   a) Landscape materials shall be properly fertilized and if necessary pesticides applied to ensure survival. Such products shall be used in accordance with the manufacturer's recommended specifications for application, storage and disposal. In no instance shall such products be disposed of through the town's stormwater system and efforts shall be made to limit runoff into the town's stormwater system. Alternatives to the use of pesticides are encouraged.

Sec.24-21. Plant quality.

1) All tree species and ~~other~~ landscape material shall be Florida #1 or better, ~~as established by~~ under the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants.
2) Tree Species Diversity.
   a) Number of different required tree species.
      i) ~~In order~~ To avoid a mono-species appearance in the town and to circumvent significant tree loss due to disease to a specific tree species, the number of different required tree species to be planted is as follows:

      ii) Table 1- Require Tree Species Diversity.

Required Trees	Tree Species
1-5	2
6-10	3
11-15	4
16-20	5
21-30	6
31 or more	7

   2) Size of tree species in relationship to building height. In order to provide trees scaled to the on-site building massing and individual site conditions, the following additional minimum tree heights shall apply:

   i) Table 2: Single family and Two family

No. Stories	Min. Trees Height (ft.)	Min. Spread (ft.)	Palm Height (ft.)
1	12	5	14-18
2	14	6	18—22

   ii) Table 3: Multiple-family, Commercial, and Community facilities

No. Stories	Percent	Min. Trees Height (ft.)	Min. Spread (ft.)	Palm Height (ft.)
1—2		14	6	15- 18
3	50%	14	6	15-18
	50%	16-18*	7	18 -22
4	50%	16	6	15-18
	25%	18-20	7	18 -22
	25%	20-22*	8	22 -28
5 plus	25%	18	7	15-18
	50%	20-22	8	22—28
	25%	22-24*	9	22—28

**The tallest trees are required in the front yard.*

Sec.24-22. Open space and Turf requirements.

1) Open space requirements are established to ensure adequate green areas within developments, promot~~inge~~ environmental sustainability and community aesthetics, and provide for appropriate landscape areas throughout the Town. Properties ~~must~~ shall maintain ~~specified~~ the minimum percentages of landscaped "green" open space at ground level, as detailed in the relevant sections of this code. For further information and specific guidelines regarding open space requirements, please refer to Section 23-11.
   a) Turf and lawn limitations. Turfgrass shall not be used as the default landscape treatment for required landscaped or green open-space areas.
   b) For new development and substantial redevelopment, turfgrass shall not comprise more than forty (40) percent of the required landscaped or green pervious open-space area applicable to the property, unless a greater percentage is approved by the Town based upon site-specific conditions or an approved landscape plan.
   c) Turfgrass shall not be planted in required landscape areas where it cannot reasonably be maintained without excessive irrigation, erosion, runoff, or other adverse impacts to the property or surrounding properties.
   d) Florida-friendly, drought-tolerant, low-growing groundcovers, native planting areas, and other appropriate landscape materials may be used in lieu of turfgrass.
2) Artificial turf shall be classified as an impervious surface and must not exceed ten percent (10%) of the total impervious area on a property. Furthermore, it shall not be counted toward the minimum landscaped area, buffers, foundation plantings, or landscape islands.
3) RD-Single Family Area:
   a) For one-story homes, each plot shall maintain a minimum of thirty-five percent (35%) open space at ground level.
   b) For homes exceeding one story, each plot shall maintain a minimum of forty (40) percent open space at ground level.

c) Each plot shall provide a minimum of fifty (50) percent landscaped "green" pervious open space in the front yard area.
d) Pervious pavers or landscape strips in driveways or walkways shall not be included in the fifty (50) percent landscaping requirement.
e) Sufficient open space and landscaping materials shall be provided within front setback areas to break up large expanses of hardscape, screen parking areas, and provide shade.

4) RM-1 Multiple Family Residential district (Waterfront lots).
   a) Each plot shall provide a minimum of twenty (20) percent landscaped "green" open space at ground level.
   b) If a flat roof deck is used for recreational purposes, a minimum of fifteen (15) percent of that area shall be landscaped. For this section, landscaping does not include swimming pools, decks, patios, or other impervious surfaces.
5) RM-2 Multiple Family Residential district (Non-waterfront).
   a) Each plot shall provide a minimum of twenty (20) percent landscaped "green" open space at ground level.
   b) If a flat roof deck is utilized for recreational purposes, a minimum of fifteen (15) percent of that area shall be landscaped, excluding swimming pools, decks, patios, or other impervious surfaces.
6) B-1 Business district. East Bay Harbor Drive, West Bay Harbor Drive, Bay Harbor Terrace, 95th Street and 97th Street:
   a) Within the designated setback areas, a minimum of seventy-five (75) percent of the total area must consist of landscape materials, while the remaining area may include hardscape features such as walkways and pavers.
   b) For further information and specific guidelines regarding the designated setback requirements, please refer to Section 23-11.

Sec.24-23. Landscape Buffer Requirements.

Buffers designed to separate the following areas must ensure that all plants used within these buffers meet the minimum size and spacing requirements outlined in the ~~sub~~section ~~(2)(b)(iv)~~.

1) On-site parking lots from adjacent public rights-of-way are required to provide a minimum ten (10) foot landscape strip.
2) Continuous shrubs as specified herein shall be provided between any on-site parking space or driveway and the street line.
3) If walls or fence are used as a screening device in the landscape strip they must conform to the requirements within the Town Code subsection 23-12(22).
4) Dissimilar land uses from adjacent properties are required to provide a minimum five (5) foot landscape strip.

5) Continuous shrubs as specified herein shall be provided between any and the street line.
6) If walls or fence are used as a screening device in the landscape strip they must conform to the requirements within the Town Code subsection 23-12(22). The wall or fence must be a minimum of six (6) foot with a life expectancy of at least ten (10) years with shrubs.
7) Parking-lot landscaping.
   a) Parking lots containing more than ten spaces shall provide interior landscape areas in addition to perimeter buffers. Interior landscape areas shall be distributed throughout the parking field so that shade trees are reasonably dispersed rather than concentrated only at the perimeter. Each interior landscape area shall be sized to provide adequate soil volume and root space for the selected mature tree. Existing healthy trees preserved in place may receive credit toward these requirements when they provide equivalent shade and landscape function.
      i) Landscape islands at the end of parking rows shall contain at least one shade tree unless the Town determines that a utility, sight-distance, emergency-access, or infrastructure conflict makes a tree infeasible.
      ii) Required parking-lot landscaping shall not obstruct pedestrian paths, accessible routes, fire access, drainage inlets, or required sight-distance areas.
      iii) The Town may require additional shade trees or landscape areas where necessary to break up large expanses of pavement or provide meaningful canopy over parking areas.

Sec.24- ~~16.1-24.~~ Tree removal, protection, replacement and abuse.

It is the intent and desire of the town council to preserve and enhance the tree canopy in the town for aesthetic and environmental reasons.

1) A tree removal permit must be obtained from the Miami-Dade County Department of Environmental Protection (DERM) prior to any tree removal on properties, except for single-family and two-family sites.
2) Within In the Town of Bay Harbor Islands, a tree-removal or relocation permit is required for all properties, including single-family and two-family. Tree removal is prohibited unless the tree is diseased or dead, classified as invasive on the Miami-Dade County prohibited species list, or causing damage to utilities, roadways, or sidewalks. The minimum number of street trees and on-site trees must be maintained or replaced as specified in the Town Code. The town shall administer the tree removal and relocation permit process for single-family and two-family properties. All sites must comply with the minimum tree quantity and quality requirements, except where unless off-site mitigation is allowed permitted.

a. The single family and two-family tree permit shall include the following:
    i. Name, address and telephone number of those persons or entities who own the property and those persons or entities conducting the removal activities.
b. A detailed written statement from a licensed arborist or landscape architect outlining the justification for land clearing, dripline encroachment, and the removal, relocation, or replacement of trees. This statement should also propose measures for replacing or relocating any removed or damaged trees and must include the following details:
    i. The amount of land to be disturbed.
    ii. The method and equipment to be used.
    iii. The dates the clearing of land, dripline encroachment, removal, relocation or replacement of trees will take place.
c. Provide a survey
    i. Location of all existing structures including the building pad as defined herein, improvements and site uses, properly dimensioned and referenced to property lines, setback and yard requirements.
    ii. Location of existing utility services and all easements.
    iii. The name, common and botanical, size and location of all trees on the site specifically designated by number. The trees shall be tagged and identified consistently with the numbering system utilized on the tree survey. Groups of nuisance trees in close proximity may be designated as "clumps" of trees with the predominate type shown.
d. Multifamily, Commercial and Community facilities/parks requires a site development plan approval in accordance with the requirements specified in Section 5.23.1.

3) Tree Removal and Replacement.
a. If on-site replanting of the tree(s) or replacement trees is not feasible, the property owner may seek ~~permission~~ approval from the town to ~~either~~ replant the tree(s) or replacement trees at alternate locations within the town or, when approved by the Town, contribute to the town's tree trust fund in lieu of required replacement planting.
b. All requests for tree removal must be accompanied by a current survey, dated within the last six (6) months, showing all physical improvements on the lot, within the adjacent public right-of-way, and on adjacent lots within ten (10) feet of the property line. The survey ~~must include details of all tree's~~ shall identify the location, species, DBH or caliper, and estimated height of each tree. ~~Additionally,~~ Any tree branches extending from adjoining properties or rights-of-way into the ~~site~~ subject property shall

also ~~must~~ be identified. A professional statement ~~from a licensed arborist or landscape architect explaining the reasons for the request is also required.~~ prepared by a Florida-licensed landscape architect or qualified arborist shall be provided explaining the basis for the requested tree removal.

4) Priority for Replacement Trees.
~~Publicly owned lands will be given first priority for any offsite tree placements, including parks, open spaces, rights-of-way, and other town-owned properties. Private lands may be considered for offsite tree replacement as a second priority, subject to town approval~~. Replacement trees shall be provided on-site whenever feasible. Where on-site replacement is not feasible, publicly owned land within the Town, including parks, open spaces, rights-of-way, and other Town-owned property, shall receive first priority for off-site replacement planting. Private property may be considered for off-site replacement planting as a secondary option, subject to approval by the Town.
5) Tree Trust Fund Contribution.
~~If replanting or replacement as specified is not feasible, the property owner may opt to contribute an amount equivalent to the value of the tree(s) to the town's tree trust fund. Funds in the tree trust fund will be used solely for the design, acquisition, and planting of trees or other equivalent landscaping within the town and will not be used for general revenue purposes. All removed trees, including native, acceptable, and non-preferred/invasive species, are subject to mitigation within the town.~~ If replanting or replacement as specified is not feasible, the property owner shall contribute to the Town's Tree Trust Fund in lieu of the required replacement planting. The contribution to the Town's Tree Trust Fund shall be calculated at a rate of $250.00 per inch of total DBH of the tree(s) approved for removal. Funds in the Tree Trust Fund will be used solely for the design, acquisition, and planting of trees or other equivalent landscaping within the Town and will not be used for general revenue purposes. All removed trees, including native, acceptable, and non-preferred/invasive species, are subject to mitigation within the Town.
6) Calculation of Contribution.
For purposes of calculating the Tree Trust Fund contribution, the DBH of all trees proposed for removal shall be determined in accordance with the Town's adopted tree measurement standards. Where multiple trees are proposed for removal, the DBH of the trees may be aggregated for purposes of determining the applicable mitigation contribution, as provided in the Tree Trust Fund Mitigation Schedule.
7) Use of Tree Trust Fund.
The Town's Tree Trust Fund shall be maintained separately from the Town's general revenues and shall be used solely for the acquisition, planting,

relocation, establishment, maintenance, preservation, and enhancement of trees and associated landscaping on publicly owned property within the Town. Funds may also be used for tree inventories, tree canopy planning, landscape design, irrigation associated with tree establishment, and other activities directly related to maintaining and increasing the Town's tree canopy. The funds shall not be used for general governmental purposes.

8) Mitigation Required.
Unless specifically exempted by this Code, all trees approved for removal shall be subject to the applicable replacement or Tree Trust Fund mitigation requirements, including native, non-native, acceptable, and non-preferred tree species.

9) No replacement of not preferred or invasive trees species is permitted; however, equivalent mitigation based on the tree trunk caliper is required. Tree replacement shall be based on the provisions contained in Section 24-49 of the Miami-Dade Tree Preservation and Protection Ordinance. The town and/or property owner may must retain a professional tree arborist to assist in the determination of value and replacement mitigation. Replacement tree species shall be selected to replace the existing tree canopy being removed, unless otherwise approved by the town due to location.

10) During site development, all trees designated for preservation must be protected by installing barriers around each tree or cluster of trees in accordance with the requirements specified in ~~Section 24-16.10.~~

11) Prohibited species may not be planted anywhere within the Town of Bay Harbor Islands, in accordance with the Landscape Code. Effective [Date of Adoption], these species must be removed from all sites during site development reviews or when a tree permit is submitted. The requirements for a tree permit are detailed in subsection 24-~~16-1(2~~). Please refer to the list below for the prohibited species.

a. Table 4: Prohibited Plant Species

Botanical Name	Common Name
Acacia auriculiformis	Earleaf Acacia
Adenanthera pavonina	Red sandalwood
Aeginetiaspp. (all)	Aeginetia
Ageratina adenophora	Crofton weed
Albizia julibrissin	Mimosa
Albizia lebbeck	Woman's Tongue
Alectra spp. (all)	Yerba de hierro
Alternanthera philoxeroides	Alligator weed
Alternanthera sessilis	Sessile joyweed
Araucaria heterophylla	Norfolk Island Pine
Ardisia crenata	Coral ardisia
Ardisia solanacea	Shoebutton Ardisia

Asphodelus fistulosus	Onionweed
Avena sterilis	Animated oat
Azolla pinnata	Asian mosquito fern
Bischofia javanica	Bischofia, Toog
Borreria alata	Broadleaf buttonweed
Brassaia actinophylla	Schefflera
Broussonetia papyrifera	Paper mulberry
Carthamus oxycantha	Wild safflower
Casuarina spp.	Australian Pine
Cestrum diurnum	Day blooming jasmine
Chrysopogon aciculatus	Pilipiliula
Cinnamomum camphora Colocasia esculenta	Camphor tree Taro
Colubrina asiatica	Latherleaf
Commelina benghalensis	Benghal dayflower
Crassula helmsii	Swamp stonecrop
Crupina vulgaris	Common crupina
Cupianopsis spp.	Carrotwood
Cuscuta japonica	Japanese dodder
Cuscuta megalocarpa	Bigfruit dodder
Cuscuta potosina	Globe dodder
Cuscutaspp. (except natives)	Exotic dodder vines
Dalbergia sissoo	Indian Rosewood
Digitaria abyssinica	Couch grass
Digitaria velutina	Velvet finger grass
Dioscorea alata	White yam
Dioscorea bulbifera	Air potato
Drymaria arenarioides	Alfombrilla
Eichhornia azurea	Anchored waterhyacinth
Eichhornia spp. (all)	Water hyacinths
Emex australis	Three-cornered jack
Emex spinosa	Devil's thorn
Enterolobium contortisliquum	Ear-pod tree
Eucalyptus spp. (1 or more)	Eucalyptus trees
Euphorbia prunifolia	Painted euphorbia
Fatoua spp. (all)	Fescue
Ficus altissima	False banyan
Ficus benghalensis	Banyan tree
Ficus benjamina	Weeping fig
Ficus carica	Edible fig
Ficus decora	Rubber tree
Ficus nitida/Ficus microcarpa	Cuban laurel
Ficus religiosa	Bo tree
Ficus spp. (all non-natives)	Ficus
Flacourtia indica	Governor's plum

Flueggea virosa	Fluegga
Foeniculum vulgare	Fennel
Fragaria chiloensis var. Ananassa	Strawberry
Fraxinus uhdei	Shamel ash
Galega officinalis	Goatsrue
Grevillea robusta	Silk Oak
Heracleum mantegazzianum	Giant hogweed
Hibiscus tiliaceus	Mahoe
Hydrilla verticillata	hydrilla
Hygrophila polysperma	Miramar weed
Imperata brasiliensis	Brazilian satintail
Imperata spp.	Cogon grass
Ipomoea aquatica Ipomoea fistulosa	Chinese waterspinach Shrub morning glory
Ipomoea triloba	Little bell morning glory
Jacaranda acutifolia	Jacaranda
Jasminum dichotomum	Gold Coast jasmine
Jasminum fluminense	Brazilian jasmine
Lagarosiphon major	Oxygen weed
Lagarosiphonspp. (all)	African elodeas
Lantana camara	Shrub verbena
Leptochloa chinensis	Asian sprangletop
Leucaena leucocephala	Lead Tree, Jumbie Bean
Ligustrum sinense	Chinese privet
Limnocharis flava	Sawa flowering-rush
Limnophila sessiliflora	Ambulia
Lonicera japonica	Japanese honeysuckle
Lycium ferocissimum	African boxthorn
Lygodium japonicum	Japanese climbing fern
Lygodium microphyllum	Old World climbing fern
Lythrum salicaria	Purple loosestrife
Manilkara zapota	Sapodilla
Melaleuca quinquenervia	Melaleuca or Paperbark
Melastoma malabathricum	Indian rhododendron
Melia azederach	Chinaberry tree
Merremia tuberose	Woodrose
Mikania cordata	Mile-a-minute vine
Mikania micrantha	Mile-a-minute vine
Mimosa invisa	Giant sensitive plant
Mimosa pigra	Cat-claw mimosa
Monochoria hastata	Monochoria
Monochoria vaginalis	Asian pickerel weed
Myriophyllum spicatum	Eurasian watermilfoil
Nassella trichotoma	Serrated tussock
Nechamandra alternifolia	Indian elodea

Neyraudia reynaudiana	Burma reed
Orobanchespp. (except O. uniflora)	Broomrape
Oryza longistaminata	Red rice
Oryza punctata	Red rice
Oryza rufipogon	Wild red rice
Ottelia alismoides	Duck-lettuce
Paederia cruddasiana	Sewer vine
Paederia foetida	Skunk vine
Paspalum scrobiculatum	Kodo-millet
Pennisetum clandestinum	Kikuyu grass or Napier grass
Pennisetum macrourum	African feather grass
Pennisetum pedicellatum	Kyasuma grass
Pennisetum polystachyon	Mission grass
Pistia stratiotes	Water-lettuce
Pongamia pinnata	Pongam
Pontederia rotundifolia	Tropical pickerelweed
Prosopis spp. (except natives)	Mesquite
Pueraria Montana	Kudzu
Rhodomyrtus tomentosa	Downy Rose Myrtle
Ricinus communis	Castor bean
Rottboellia cochinchinensis	Itch grass
Rubus fruticosus	European bramble blackberry
Rubus moluccanus	Asian wild raspberry
Saccharum spontaneum	Wild sugarcane
Sagittaria sagittifolia	Eurasian arrowhead
Salsola vermiculata	Wormleaf salsola
Salvinia spp.	Salvinia
Sapium sebiferum	Chinese tallow tree
Scaevola taccada	Beach naupaka
Schefflera actinophylla	Queen's Island umbrella
Schinus terebinthifolius	Brazilian Pepper, Florida Holly
Setaria pallidefusca	Cattail grass
Solanum tampicense	Wetland nightshade
Solanum torvum	Turkeyberry
Solanum viarum	Tropical soda apple
Sparganium erectum	Exotic bur-reed
Stratiotes aloides	Water-aloe
Striga asiatica	Asiatic witchweed
Striga densiflora	Denseflower witchweed
Striga gesnerioides	Cowpea witchweed
Striga hermonthica	Purple witchweed
Syzygium cumini	Java plum or Jambolan
Syzygium jambos	Rose-apple
Terminalia cattapa	Tropical Almond
Thespesia populnea	Seaside Mahoe

Trapaspp. (all)	Water chestnuts
Tribulua cistoides	Puncture vine
Tridax procumbens	Coat buttons
Urochloa panicoides	Liverseed grass
Vossia cuspidate	Hippo grass
Wedelia trilobata	Wedelia

Sec.24-25.- Use of fertilizer.

1) ~~24-16.2~~. Intent and purpose.
   a) The purpose of this section is to reduce the negative secondary and cumulative environmental impacts associated with the misuse of fertilizers. These secondary and cumulative effects have been observed in and on Biscayne Bay. Biscayne Bay is an asset critical to the environmental, recreational, cultural and economic well-being of the town's residents and the health of the public. Regulation of nutrients, including both phosphorus and nitrogen contained in fertilizer, will help improve and maintain water and habitat quality.
2) ~~Sec.24-16-4.~~ - Applicability.
   a) This section shall be applicable to and shall regulate any and all applications of fertilizer and areas ofapplication of fertilizer within the Town of Bay Harbor Islands, unless the applicator is specifically exempted bythe terms of this section from the regulatory provisions of this section. This section shall be prospective onlyand shall not impair any existing contracts.
3) Timing of fertilizer application.
   a) No applicator shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during a prohibited application period.
   b) Fertilizer shall only be applied to actively growing turf and plants.
   c) Fertilizer containing nitrogen and/or phosphorus shall not be applied before seeding or sodding a site and shall not be applied for the first 30 days after seeding or sodding except when hydroseeding for temporary or permanent erosion control in an emergency situation (wildfire, etc.) or in accordance with the stormwater pollution prevention plan for that site.
4) ~~Sec. 24-16.6~~. Fertilizer-free zones.
   a) Except as provided in subsection (b) below, fertilizer shall not be applied within 20 feet from the top of a seawall or bank of any surface water of Biscayne Bay or any waterway or storm drain, as defined by the Florida Department of Environmental Protection (Fertilizer-Free Zone).
   b) Spreader deflector shields are required when fertilizing adjacent to fertilizer-free zones or impervious surfaces.
   c) Newly planted turf and landscape plants may be fertilized within a fertilizer-free zone only for a 60-day period beginning 30 days after planting, if needed, to

allow the plants to become well-established and caution is used to prevent direct deposition of nutrients into the water.

5) ~~Sec. 24-16.7~~. Low maintenance zones.
A voluntary ten-foot low maintenance zone is strongly recommended, but not mandated, from the top of a seawall or bank of any surface water of Biscayne Bay or any waterway or storm drain. A swale/berm system is recommended for installation at the landward edge of this low maintenance zone to capture and filter runoff. If more stringent Miami-Dade County Code regulations apply, this provision does not relieve the requirement to adhere to the more stringent regulations. No mowed or cut vegetative material should be deposited or left remaining in the low maintenance zone or deposited in the water. Care should be taken to prevent the over-spray of aquatic weed products in the low maintenance zone. Care must be taken to ensure erosion of the surface soil does not occur. Excessive erosion may result in additional pollution hazard.

6) ~~Sec. 24-16.8~~. - Fertilizer content and application rates.
   a) Fertilizers containing nitrogen and/or phosphorous applied to turf and/or landscape plants within the town shall contain no less than 65 percent slow release, controlled release, timed release, slowly available, or water insoluble nitrogen per guaranteed analysis label. Caution should be used to prevent direct deposition of nutrients in the water.
   b) Except as provided in paragraph (a) of this section, fertilizers applied to turf and landscape plants within the Town shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(4), Florida Administrative Code, Labeling Requirements for Urban Turf Fertilizers, as it may be amended.
   c) Fertilizer containing nitrogen and/or phosphorous shall not be applied before seeding or sodding a site and shall not be applied for the first 30 days after seeding or sodding, except when hydro-seeding for temporary or permanent erosion control in an emergency situation (salt-water floods, etc.) or in accordance with the stormwater pollution prevention plan for that site.
   d) Fertilizers containing nitrogen and/or phosphorous should be applied to turf and/or landscape plants at the lowest rate recommended by the state. No more than two pounds of nitrogen per1,000 square feet shall be applied to any turf or landscape area in any calendar year.
   e) No more than 0.50 lb. of nitrogen per 1,000 square feet shall be applied to any turf or landscape area in one application.
   f) Liquid fertilizers containing nitrogen shall not be applied to turf and/or landscape plants within the town.
   g) Phosphorus fertilizer shall not be applied to turf or landscape plants unless a soil deficiency has been verified by an approved test. Where a deficiency has been

verified, phosphorous fertilizer shall not be applied at application rates that exceed 0.25 lbs. of phosphorus per 1,000 square feet preapplication and not to exceed 0.50 lbs. of phosphorous per 1,000 square feet per year.

h) Where fertilizer application is not described in this section, fertilizer shall be applied in accordance with requirements and directions provided by Florida Administrative Code Rule SE-1.003 for turf and as found in UF/IFAS recommendations for landscape plants, vegetable gardens, and fruit trees and shrubs.

7) Application practices.
   a) No person shall apply fertilizers containing nitrogen and/or phosphorus to turf and/or landscape plants during the prohibited application period.
   b) Spreader deflector shields are required when fertilizing via rotary (broadcast) spreaders. Deflectors must be positioned such that fertilizer granules are deflected away from all impervious surfaces, any fertilizer-free zones and water bodies, including wetlands.
   c) Fertilizer shall not be applied, spilled, or otherwise deposited on any impervious surfaces.
   d) Any fertilizer applied, spilled, or deposited, either intentionally or accidentally, on any impervious surface shall be immediately and completely removed to the greatest extent practicable.

(Ord. No. 1109, § 1(Exh. A), 11-20-2024) (Ord. No. 1056, § 1(Exh. A), 3-10-21) (Ord. No. 1056, § 1(Exh. A), 3-10-21),

Sec. 24-~~16.10.~~26 - Maintenance requirements.

1) Replacement of trees.
   a. Any tree or plant that dies ~~must be replaced with a new tree. Stumps must be removed below the surface of the ground. Trees may not be painted and must be maintained in their natural color. Tree removal must include the complete removal and fully grinding of the stump and associated root system possible~~ shall be replaced with a new tree or plant meeting the applicable minimum requirements, unless the Town approves an alternative replacement or mitigation method. Stumps shall be removed below the surface of the ground. Trees may not be painted and shall be maintained in their natural color. Tree removal shall include complete stump removal and grinding of associated roots where reasonably practicable and where necessary to permit lawful replacement planting.
2) Pruning Trees shall be pruned as follows:
   a. All cuts must be clean, flush, and made at junctions, laterals, or crotches, as close as possible to the trunk or parent limb without cutting into the branch collar or leaving a stub.

b. Dead wood, crossing branches, weak or insignificant branches, and suckers must be removed simultaneously with any crown reduction.
c. Removal of more than one-third (⅓) of the branches on one side of a tree is only permitted for hazard reduction or clearance pruning.
d. Lifting or thinning branches should distribute more than half of the tree's mass in the lower two-thirds (⅔) of the tree.
e. No more than one-third (⅓) of a tree's living canopy may be removed within a one-year period.
f. Trees must be pruned in accordance with the current ANSI A300 Standards.

3) Grass areas.
Except during officially declared drought periods, grass areas must be properly irrigated to ensure they remain healthy and visually appealing. Adequate pest control measures should be implemented to prevent the spread of cinch bugs and other pests that may damage the grass. Grass areas must be maintained to avoid excessive growth and unsightly conditions, and grass height must not exceed eight (8) inches on any property within the town.

4) Vegetative materials.
Grass clippings, vegetative material, and debris must not be intentionally or accidentally swept or blown into stormwater drains, ditches, conveyances, water bodies, sidewalks, or roadways. Any material inadvertently deposited must be removed immediately and thoroughly.

5) Irrigation.
All newly landscaped areas must be equipped with a fully automatic underground irrigation system that provides complete coverage to all landscaped areas, except for single-family and two-family homes. The irrigation system should be designed to supply only the necessary water to maintain healthy plant material. The use of a porous, pipe subsurface irrigation system, which requires low water volume and pressure, is encouraged in areas adjacent to roadways.
a. Irrigation systems must not operate during periods of heavy rainfall and must comply with the standards and regulations established by the South Florida Water Management District. Controllers should be switched to manual mode during increased rainfall, and rain gauge sensors are required.
b. To promote water conservation and sound horticultural practices, sprinkler heads for lawns or other high-water-demand areas must be on separate zones and schedules from those used for trees, shrubs, or areas with lower water requirements.
c. Landscape irrigation systems should be designed to minimize water application to non-pervious areas wherever possible.

d. The use of non-potable water for irrigation is required when available.
e. Existing properties that receive three or more code violations related to landscaping within a twelve-month period, which are deemed by the town to be due, in whole or in part, to inadequate watering, must install an irrigation system.
f. Irrigation is only permitted between the hours of 10:00 p.m. and 5:00 a.m.

6) Lawns.
Lawns shall be maintained so that edges are neatly trimmed, and so that grass runners or weeds will not grow over adjacent drives or curbs.

7) Hedges.
Hedges must be maintained to ensure a solid, gap-free appearance. Grass or other vegetation must not encroach into the hedge. All hedges are required to be kept neatly trimmed at all times.

8) Removal of root systems:
Removal of root systems which show evidence of destroying public or private property is required. The removal of the root systems or any root pruning must be done so as to not irreparably damage the tree or create a safety hazard.

9) Protective Barrier:
During site development, trees designated for preservation must be enclosed with protective barriers placed at the drip line of each tree or cluster of trees, or at least six feet from the trunk, whichever distance is greater. Additionally, no excess soil, fill, equipment, building materials, or debris may be deposited within the areas enclosed by these protective barriers.

10) Sight distance triangle.
Trees, shrubs, hedges, and bushes shall not be maintained or allowed to exist in such a way that the plant material interferes with the sight distance triangle relative to vehicles or interferes with the passage of any vehicles along the town's roadways.

11) Containers.
No plant materials shall be maintained or allowed to exist in nondecorative containers (i.e. plastic nursery pots).

12) Pest or nuisance trees/shrubs.
On properties where a construction permit is issued, any "pest" or "nuisance" trees/shrubs (such as melaleuca, Brazilian pepper, Australian pine) must be removed.

13) Town rights-of-way; utility easements.
Trees, shrubs or hardscape located within the town's right-of-way or utility easements, regardless of when such items were installed, shall be removed at the expense of the property owner upon the request or necessity of the town.

14) Hurricane preparedness; restriction on placement of landscape debris.

Once an official "hurricane watch" is issued by the National Weather Service for an area which includes the town, no person shall place any yard waste including, but not limited to, vegetative clippings, trees, palm fronds, leaves, branches or any vegetative debris on any portion of public right-of-way or on private property, unless the property owner makes arrangement for a private hauler to pick-up such debris prior to the issuance of a "hurricane warning".

Sec24-27. Shoreline and Waterbody Landscape Considerations.

a) Purpose and Applicability.
Landscape design, grading, drainage, and site improvements on property adjacent to or containing a canal, waterway, bay, pond, lake, wetland, or other body of water shall be designed and maintained in accordance with applicable federal, state, county, and Town regulations. Landscape improvements shall be designed to minimize the transport of soil, fertilizers, pesticides, landscape debris, and other pollutants into adjacent water bodies.

b) Low-Maintenance Shoreline Zone.
Where site conditions permit, a voluntary low-maintenance landscape zone of not less than five (5) feet in width is recommended adjacent to waterways and other bodies of water. The low-maintenance zone should consist primarily of native, Florida-Friendly, or other appropriate vegetation that does not require frequent mowing, fertilization, or irrigation.

c) Runoff Protection.
Where site conditions permit, a voluntary low-maintenance landscape zone of not less than ten (10) feet in width is recommended adjacent to canals, waterways, ponds, lakes, wetlands, and other bodies of water. The low-maintenance zone should consist primarily of native, Florida-Friendly, or other appropriate vegetation that does not require frequent mowing, fertilization, or irrigation.

d) Landscape Maintenance Near Water Bodies.
Mowed or cut grass, landscape debris, soil, mulch, or other vegetative material shall not be deposited into or allowed to accumulate within an adjacent water body. When mowing areas adjacent to a water body, grass clippings shall be directed away from the water. The use of fertilizers, herbicides, pesticides, and other landscape chemicals shall be conducted in accordance with applicable federal, state, county, and Town requirements and in a manner that minimizes the potential for runoff or overspray into the water body.

e) Shoreline Plantings.
Where a low-maintenance shoreline zone is provided, the use of native, Florida-Friendly, riparian, littoral, wetland, or other appropriate water-tolerant plant material is encouraged. Plant selection shall consider site conditions, including

water-level fluctuations, salt exposure, soil conditions, mature plant size, and proximity to seawalls, utilities, structures, and other infrastructure.

f) Littoral Planting Areas.
Wet detention or retention areas one (1) acre or greater in size shall include a planted littoral zone or shelf where required or permitted by applicable regulatory agencies, unless site constraints or other regulatory requirements make such planting infeasible. Plant material shall consist of appropriate native wetland or aquatic species suitable for the specific site conditions.

g) Regulatory Requirements.
Nothing in this subsection shall be interpreted to authorize grading, planting, alteration, or modification of a shoreline, seawall, canal, wetland, drainage system, or other regulated area without obtaining any required permits or approvals from the applicable federal, state, county, or local regulatory agency.

Sec.24-28- Protection of electric power lines and overhead utilities.

~~Each person owning property within the town shall maintain and locate their landscaping so that at any point vegetative matter is no closer than five (5) feet from any energized electric transmission or electric service line~~. Each person owning property within the town shall maintain and locate landscaping in accordance with the Right Tree, Right Place standards in section 24-, current FPL guidance, and all applicable safety requirements. The five-foot blanket clearance requirement is deleted and replaced by mature-size-based planting and utility-clearance standards.

1) All newly installed vegetation that is in proximity to an overhead utility line shall comply with ~~the plants election and distance restrictions stipulated in the Florida Power and Light (FPL) publication "Plant the RightTree in the Right Place," current revision, upon the issuance of any construction permit. Examples of trees that can cause conflict when planted near overhead power lines are: Australian pine, melaleuca, Brazilian pepper, tree bamboo, schefflera and ficus trees.~~ section 24-16, including the current FPL Right Tree, Right Place planting guidance incorporated by reference. The applicant shall demonstrate compliance on the landscape plan.

~~2)~~ Existing vegetation ~~closer than five feet from energized electric transmission or electric service line shall trimmed to comply with these provisions within 90 days from the passage of this subsection.~~ that conflicts with an applicable utility clearance, creates a documented hazard, or cannot be maintained consistently with current utility requirements shall be addressed through pruning, relocation, or removal as directed by the Town and the applicable utility, subject to any required permit.

3) In the event that a property owner does not timely ~~cause improperly installed vegetation to be trimmed or removed within seven days after having received a~~

~~written notice from the town to do so, the town manager shall be authorized to arrange for town employees or contractors to perform such work. The town shall place a lien upon the property for the purpose of securing full reimbursement to the town for all costs incurred for said work and may record and enforce said lien to the fullest extent authorized by law.~~ correct a documented utility-related landscape violation after written notice and the applicable compliance period, the Town Manager shall be authorized to arrange for Town employees or contractors to perform or cause the required corrective work, to the extent authorized by law. The Town may recover its lawful costs and may record and enforce a lien as authorized by law

4) Nothing in this section authorizes a property owner, contractor, or other person to perform trimming, pruning, removal, installation, or other work in a manner that violates applicable electrical-safety requirements. Vegetation work within the applicable utility safety zone shall be performed only by persons legally qualified to perform that work.

Sec.24-28. Trees Damaged During Construction.

The developer must have any trees damaged by construction repaired by a professional arborist in a manner acceptable to the town.

1) Immediate Notification: The town manager or their designee must be notified immediately following any damage to trees caused by construction activities.
2) Prompt Repair: Necessary repairs must be made promptly after damage occurs to prevent further deterioration of the damaged trees.
3) Removal and Replacement: Trees deemed incapable of returning to a normal growth pattern by the town manager or their designee must be removed by the developer. These trees will be subject to replacement according to the provisions of this section.
4) Equivalent Value Replacement: Any tree designated for preservation that is damaged by development activities in violation of this section (excluding bonded trees within a dripline encroachment plan) and subsequently dies must be replaced according to the tree replacement or removal requirements herein. The equivalent value or replacement for the dead tree may be calculated using ABH (Average Breast Height) instead of DBH (Diameter at Breast Height) as defined in this section.

Sec. 24-~~16.11~~29. – Exemptions.

(a) Section 24-~~16.5, 24-16.6, 24-16.8 and 24-16.9~~ 24 shall not be applicable to:

1) High impact areas in public parks and athletic fields. Specialized turf managers are required to follow the provisions of the "Florida Green Industries Best

Management Practices for Protection of Water Resources in Florida, December 2008", as amended, for turf and landscape plants, and provisions set forth in section 24-~~16.12.~~ 21.

2) Any lands used for bona fide scientific research, including, but not limited to, research on the effects of fertilizer use on urban stormwater, water quality, agronomics, or horticulture.
3) Vegetable gardens, provided they are not within 15 feet of any water body and/or wetland.
4) Fruit trees and shrubs, provided that fertilizer application rates do not exceed UF/IFAS recommendations.
5) Yard waste compost, mulches or other similar materials that are primarily organic in nature and are applied to improve the physical condition of the soil.
6) Tree trunk injection fertilization treatments that are performed by a certified arborist.
7) Exceptions to the requirement shall be approved only when the property owner receives specific written authorization from the town manager or his/her designee. The town manager or his/her designee shall not issue written approval unless he/she determines that the impacted landscaping or tree(s) through soil test or other approved means require specific nutrients during the prohibited application period. Plant material deemed to be consistently impacted by high-groundwater table, climate change, sea level rise or disease is not exempt from this provision.

Sec. 24-~~16.12~~ 30. - Athletic fields, specialized turf, and greenspace requirements.

a) All new athletic fields and all renovated athletic fields, provided their renovation exceeds 50 percent of its total area, shall meet all the following requirements:
    1) Incorporate best management practices for landscaping by including the use of native and Florida-friendly trees, shrubs and ground cover landscaping.
    2) Incorporate the use of green infrastructure elements and/or low impact development (LID)design in the design of the field's drainage system and in allowing ample, uncompacted areas for tree root growth.
    3) Include at minimum a ten-foot low-maintenance zone buffer adjacent to watercourses, seawalls and storm drain inlets.
b) When renovating over 50 percent of the area of any public park, the new design shall meet all the following requirements:
    1) Incorporate best management practices for landscaping by including the use of native and Florida-friendly trees, shrubs and ground cover landscaping.

2) Incorporate the use of green infrastructure elements and/or low impact development (LID)design in the design of the park's drainage system and in allowing ample, uncompacted areas for tree root growth.
3) Include at minimum a ten-foot low-maintenance zone buffer adjacent to watercourses, seawalls and storm drain inlets.

c) Requests for exceptions to the requirements set forth in subsections 24-~~16.12~~(a) and (b) shall be submitted in writing to the town manager or his/her designee, detailing the project's design and details, demonstrating that good faith effort was made to achieve substantial compliance with the applicable requirements, and explaining what hardship would be incurred if a proposed exception or variance is not granted. The town manager or his/her designee will have discretion to approve or reject exemption requests on a case-by-case basis.
d) All renovations to any athletic fields, and parks shall provide a management plan with fertilization strategies, chemical-mixes and distribution/utilization regimes to reduce nitrogen and phosphorus-related nutrient load.
e) Fertilizers applied to greenspaces, parks, specialized turf, including athletic fields and high intensity public parks shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(3)(b) Florida Administrative Code, as it may be amended.
f) Fertilizers applied to turf and landscape plants within the town shall be formulated and applied in accordance with requirements and directions provided by Rule 5E-1.003(4), Florida Administrative Code, Labeling Requirements for Urban Turf Fertilizers, as it may be amended.
g) Fertilizers labeled for sports turf at parks and athletic fields shall:
    1) Have directions for use not to exceed rates recommended in the document titled SL 191"Recommendations for N, P, K. and Mg for Golf Course and Athletic Field Fertilization Based on Mehlich III Extractant" dated March 2007, as amended from time to time. which is here by adopted and incorporated by reference into sections 24-~~16.2 — 14-16.15.~~
h) All athletic fields, parks with specialized turf, and greenspaces are required to administer a nutrient soil test periodically and provide the test results together with the monthly fertilizer-use per site to the Town Manager or his/her designee upon request. Monthly fertilizer-use will be reported in the Town's annual water quality report that is submitted as part of the National Pollution Discharge Elimination System Permit's annual report submitted to the Florida Department of Environmental Protection.

Sec. 24-~~16.13~~31. - Training.

a) All commercial and institutional applicators of fertilizer within the Town shall abide by and successfully complete the six-hour training program in the "Florida-

Friendly Best Management Practices for Protection of Water Resources by the Green Industries" offered by the Florida Department of Environmental Protection through the University of Florida Extension "Florida-Friendly Landscapes" program. Completion of this training program shall be repeated a minimum of once every five years.

b) Private, non-commercial applicators are encouraged to follow the recommendations of the University of Florida IFAS Florida Yards and Neighborhoods program when applying to fertilizers.

Sec. 24-16.14. 32- Licensing of commercial applicators.

a) All commercial applicators of fertilizer within the town shall abide by and successfully complete training and continuing education requirements in the "Florida-Friendly Best Management Practices for Protection of Water Resources by the Green Industries" offered by the Florida Department of Environmental Protection through the University of Florida IFAS "Florida-Friendly Landscapes "program prior to obtaining a Town of Bay Harbor Islands Tax Receipt for any category of occupation which may apply any fertilizer to turf and/or landscape plants.
b) All commercial applicators of fertilizer within the town shall always have in their possession when applying fertilizer, evidence of certification by the Florida Department of Agriculture and Consumer Services as a commercial fertilizer applicator per Florida Administrative Code Section 5E-14.117(11).
c) All businesses applying fertilizer to turf and/or landscape plants (including but not limited to residential lawns, commercial properties and multi-family and condominium properties) must ensure that at least one employee has an appropriate "Florida Friendly Best Management Practices for Protection of Water Resources by the Green Industries" training certification prior to the business owner obtaining a business tax receipt.

Sec24-33.- Landscape plans required.

1) Except for routine maintenance of existing landscaping that does not involve removal, relocation, or installation of required landscape material, a landscape plan shall be submitted as part of any site development, building, landscape, tree removal/relocation, or other permit applications required by the town manager or designee.
    a. The landscape plan shall be drawn to scale and shall identify property lines; existing and proposed buildings; parking and vehicular use areas; driveways; sidewalks and pedestrian paths; walls and fences; easements; above-ground and underground utilities known to the applicant; overhead electric lines and their voltage where known; existing trees proposed for

preservation or removal; proposed trees and palms; landscape buffers; stormwater retention/detention areas; irrigation; and required tree-protection areas.

b. For each proposed tree, the plan shall identify the common and botanical name, quantity, minimum planting size, mature height, mature canopy spread, and any special utility or infrastructure clearance required by this section.

c. For development other than a single-family or two-family residence, the landscape plan shall be prepared by a Florida-licensed landscape architect or another person legally authorized to prepare the applicable landscape plans under Florida law.

d. The town may require additional information reasonably necessary to determine compliance, including a tree survey, soil/rooting-area information, irrigation calculations, sight-distance information, or utility coordination.

2) Right Tree, Right Place. Landscape materials shall be selected and located based on their expected mature height, mature canopy spread, root characteristics, growth rate, salt tolerance, water requirements, and compatibility with buildings, sidewalks, roadways, parking, signs, sight-distance areas, drainage facilities, and utilities.

a. The size of a tree for purposes of utility compatibility shall be determined by its expected mature size, not by its size at the time of planting.

b. (b) No tree shall be planted where its expected mature canopy, trunk, roots, or other plant parts would create an avoidable conflict with overhead electric lines, utility equipment, sidewalks, travel lanes, drainage facilities, or required sight distance.

c. The Town shall use the current Florida Power & Light Company (FPL) Right Tree, Right Place guidance, as amended from time to time, for tree selection and planting near FPL overhead electric facilities. Where a current FPL standard, applicable law, or an applicable utility standard is more restrictive than this section, the more restrictive standard shall control.

d. The current FPL planting guidance shall be maintained by the Town as part of its landscape review materials or landscape manual. The Town Manager or designee may update the referenced guidance without ordinance amendment when FPL changes its published Right Tree, Right Place guidance, provided that the update does not conflict with this Code or applicable law.

e. For guidance and site-plan review, the following current FPL Right Tree, Right Place planting setbacks shall apply to overhead neighborhood/main power lines unless a more restrictive requirement applies:

Plant category	Mature size	Minimum/ recommended setback
Small trees and shrubs	Small trees less than 14 feet mature height	May be planted adjacent to power lines, subject to applicable safety and utility requirements.
Medium trees	14–49 feet mature height	30 feet minimum from overhead power lines.
Large trees	50 feet or taller mature height	50 feet minimum from overhead power lines.
Large palms	Large, mature palms	Maximum mature frond length plus 20 feet.

f. The setbacks in subsection (12)(e) are planting-location standards. They are not a substitute for worker or public safety clearances. Persons shall comply with all applicable FPL, OSHA, state, and other safety requirements when working near energized lines.

g. Pad-mounted transformers and similar utility equipment shall remain accessible. Unless FPL or another utility requires a greater clearance, landscaping shall maintain an unobstructed clear zone of at least eight feet in front of a transformer and three feet behind and on each side.

h. Before excavation for trees, palms, shrubs, irrigation, or other landscape improvements, the applicant or property owner shall comply with Florida's applicable underground-utility notification requirements, including contacting 811 before digging as required by law.

i. The Town may require a different plant species, mature size, planting location, or landscape treatment where necessary to avoid a documented conflict with utilities, public infrastructure, emergency access, sight distance, pedestrian access, or drainage facilities.

3) Stormwater landscape areas.

a. Where landscape areas are used for stormwater retention, detention, infiltration, or treatment, plant selection shall be compatible with periodic inundation, drought conditions, soil conditions, and the required stormwater function. The design shall preserve access to inlets, outlets, control structures, and maintenance areas. Native or Florida-friendly plant

material is encouraged and shall be used where reasonably compatible with the stormwater function.

b. No landscape installation shall reduce the permitted hydraulic capacity of a stormwater facility or obstruct an inlet, outlet, overflow, control structure, or maintenance access.

4) Soil and rooting areas.

a. Landscape plans shall provide sufficient soil depth, soil volume, drainage, and rooting space for the selected mature plant material. Soil shall be amended or replaced as necessary to support healthy plant growth, consistent with applicable engineering requirements.

b. Trees shall not be installed in locations where compacted soil, narrow planting areas, underground structures, pavement, or utilities make healthy root development impracticable unless an approved soil/rooting treatment is provided.

c. Where trees are planted adjacent to sidewalks or pavement, the applicant shall use appropriate root-zone design, soil volume, structural soil, suspended pavement, root barriers, or comparable measures where necessary to reduce foreseeable pavement or infrastructure conflicts.

5) Landscape installation and final certification. Required landscape material shall be installed before final approval or certificate of occupancy, as applicable, unless the Town approves a bonded installation schedule.

Sec.24-34- Landscape Installation, Inspections, and Final Certification.

Required landscape improvements shall be installed in accordance with the approved landscape plan, this chapter, and all applicable Town requirements before final zoning approval, final site approval, or issuance of a certificate of occupancy or certificate of completion, as applicable, unless the Town approves a bonded installation schedule or other security for deferred installation.

1) Landscape inspections required.
Landscape improvements shall be subject to separate zoning and landscape review and inspection by the Town. The landscape inspection process may include, as applicable:

a. Tree delivery inspection;

b. Landscape installation inspection;

c. Final landscape inspection; and

d. Irrigation inspection.

2) The Town may require additional inspections when necessary to verify compliance with the approved landscape plan, this chapter, or conditions of approval.

3) Tree delivery inspection.

a. Advance notice required. The applicant, property owner, contractor, or other authorized representative shall contact the Town Planner at least five (5) business days before the scheduled delivery of required trees to the site.
b. Inspection before planting. Required trees shall be made available for inspection by the Town before or at the time of delivery and prior to permanent installation, as directed by the Town.
c. No planting before inspection. Required trees shall not be planted or permanently installed before the required tree delivery inspection, unless the Town Planner has authorized an alternative inspection procedure in writing.
d. The tree delivery inspection shall verify, as applicable, that the trees are consistent with the approved landscape plan and meet the applicable requirements for:
    i. Species;
    ii. Number and quantity;
    iii. Minimum size;
    iv. Plant quality;
    v. Trunk, canopy, and root condition;
    vi. Required Florida Grade #1 or better standard; and
    vii. Other applicable requirements of this chapter or the approved landscape plan.
e. Florida Grade #1 or better. All required trees shall meet Florida Grade #1 or better at the time of delivery and installation.
f. Arborist certification. In lieu of, or in addition to, an inspection by Town staff, the Town Planner may accept documentation from a qualified arborist certifying that the trees delivered to the site meet the required Florida Grade #1 or better standard. Such documentation shall identify the trees inspected and provide sufficient information for the Town to verify compliance with the approved landscape plan and applicable requirements.

4) Landscape installation inspection.
a. After required trees and other landscape improvements have been installed, the applicant, property owner, contractor, or authorized representative shall request a landscape installation inspection.
b. The inspection shall be requested within approximately fifteen (15) to twenty (20) days after completion of the landscape installation, or within another time frame established by the Town Planner based upon the scope and nature of the landscape installation.

c. The landscape installation inspection may verify compliance with the approved landscape plan and applicable Town requirements, including, but not limited to:
    i. Required trees;
    ii. Tree species;
    iii. Tree size;
    iv. Tree quality;
    v. Tree location;
    vi. Required tree spacing;
    vii. Shrubs;
    viii. Groundcover;
    ix. Plant quantities;
    x. Required landscape areas;
    xi. Required landscape buffers;
    xii. Planting areas and dimensions;
    xiii. Landscape materials; and
    xiv. Overall compliance with the approved landscape plan.
d. Any landscape material that does not comply with the approved landscape plan or applicable Town requirements may be required to be relocated, replaced, supplemented, or otherwise corrected before final landscape approval.

5) Irrigation inspection.
Where an irrigation system is required by this chapter or the approved landscape plan, the irrigation system shall be inspected prior to final landscape approval.

The inspection may verify that the irrigation system has been installed in accordance with the approved landscape plan and applicable Town requirements, including appropriate coverage of required landscape areas and proper operation of the system. The Town may require the applicant to demonstrate operation of the irrigation system at the time of inspection.

6) Final landscape inspection.
a. A final landscape inspection shall be required once the landscape installation is substantially complete.
b. The applicant, property owner, contractor, or authorized representative shall request the final landscape inspection after all required landscaping has been installed and is properly established to the extent reasonably necessary for the Town to verify compliance.
c. The final landscape inspection shall verify that all required landscaping, including trees, shrubs, groundcover, turf, landscape buffers, and other approved landscape materials, has been installed substantially in

accordance with the approved landscape plan, this chapter, and applicable conditions of approval.

d. All required landscaping shall be installed and properly established before the final landscape inspection is requested, unless otherwise authorized by the Town Planner.
e. Any discrepancy, deficiency, missing plant material, improper installation, or other noncompliance identified during the final landscape inspection shall be corrected before final landscape approval or other applicable final zoning approval is issued.

7) Final landscape certification.
Before final zoning approval, certificate of completion, certificate of occupancy, or other applicable final approval, the property owner or a qualified landscape professional shall certify that the required landscaping has been installed substantially in accordance with the approved landscape plan, this chapter, and applicable conditions of approval.

The Town may require supporting documentation, photographs, an as-built landscape plan, irrigation documentation, arborist certification, or other information reasonably necessary to verify compliance.

8) Failure to comply.
Failure to provide required inspection notice, failure to make required landscape materials available for inspection, planting required trees before the required tree inspection, or failure to correct deficiencies identified during an inspection may delay final landscape approval, certificate of completion, certificate of occupancy, or other applicable final approval.

9) Replacement of landscape material.
Any landscape material required by the approved landscape plan that dies, becomes materially diseased, is removed, or otherwise fails to satisfy the applicable requirements after approval shall be replaced with plant material meeting the then-applicable minimum requirements, subject to any approved replacement or mitigation provisions.

Sec.24-35- Compliance requirements for nonconforming properties.

The town council intends for all properties to adhere to the minimum requirements set forth by the town and its supplemental standards. The town acknowledges that many properties were constructed prior to the adoption of these standards. Property owners are encouraged to align with the most current minimum standards where feasible. All new developments must comply with the most stringent standards outlined in either code. Additionally, any redevelopment of existing properties that increases the gross

floor area by more than 200 square feet must upgrade the landscaping to meet contemporary standards.

Sec24-36- Appeals from administrative decisions.

Enforcement of the provisions of this section shall be responsibility of the town manager or their designee. If a dispute arises as to the application of the Code requirements or an enforcement action which cannot be resolved by staff, the matter may be appealed through the town clerk to the design review board. If the matter cannot be resolved by the design review board, the matter may be appealed through the town clerk to the town council.

Sec. 24-~~16.15~~37- - Enforcement and penalties

Failure to install or maintain landscaping in accordance with this chapter shall be deemed a violation of this Code.

1) Failure to plant, preserve, or maintain each individual tree shall be considered a separate violation. Each day that landscaping or individual trees are not installed or maintained as required shall be considered a continuing and separate violation.
   a) Tree abuse is prohibited, and all trees must be pruned in accordance with the current ANSIA300 Standards. Actions such as hat racking a tree, failing to install a tree protective barrier, or removing a tree without a permit are violations.
      1. Penalty. A fine of $500.00, in addition to replace the tree and/or palm.
      2. Enforcement. Code enforcement will issue a written notice of violation, granting a ten-day period to obtain the necessary permit and achieve compliance.
   b) Grass that exceeds eight inches in height from the ground.
      1. Code enforcement will issue a written notice of violation with a seven-day period to achieve compliance. If the grass is not cut by the eighth day, the town will arrange for the service at the property owner's expense. Costs incurred by the town for cutting and removing high grass, weeds, accumulated trash, and rubbish will be charged to the property.
         i. First violation: $250.00.
         ii. Section violation: $500.00.
         iii. Third or subsequent violation: $750.00.
   c) Landscape materials, including but not limited to tree branches, palm fronds, dead or diseased plants, and grass clippings, shall not be discarded in public rights-of-way, except as specified in sections 9-22, 9-23, and 9-24.
      1. Code enforcement will issue a written notice of violation with a 24-hour period to achieve compliance. If the landscape materials are not removed, the town will arrange for the service at the property owner's expense.
         i. First violation: $100.00, plus labor.

ii. Section violation: $300.00, plus labor.
iii. Third or subsequent violation $500.00, plus labor.

d) All other violation of this section, the code compliance officer shall issue a notice of violation, with fines in the amount of:
   1. First violation: $250.00.
   2. Second violation: $500.00.
   3. Third or subsequent violation: $1,000.00.
   4. All charges will include labor, equipment, and administrative costs and will have the same effect as a lien on the property.

2) Funds generated by penalties imposed under this section shall be used by the town for the administration, education and enforcement of the corresponding sections of chapter 24, section24-16, and to further water conservation, nonpoint pollution prevention activities, water quality improvements, and marine and coastal ecosystems enhancements that protect the town's water resources and Biscayne Bay.

3) All notices required by this section shall be provided to the alleged violator by:
   a) Certified mail to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. The town may also provide an additional notice to any other address it may find for the property owner. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within 30 days after the postmarked date of mailing, notice may be provided by posting as described in subsections (3)(a)(1)—(3) below:
      1. Hand delivery by law enforcement officer, code compliance officer, or designated person from the town; or
      2. Leaving the notice at the violator's usual place of residence with any person residing therein who is above 16 years of age and informing such person of the contents of the notice; or
      3. In the case of commercial premises, leaving the notice with the manager or other person in charge.
   b) The notice shall be in substantially the following form:
      Courtesy Notice
      Date: _____
      File Number: _____
      Property Address: _____

      After a recent inspection of your property, we have observed a code violation(s) and we are asking you to please correct them on or before the [date]. If you have any questions, please contact our office at 305-993-1786. Office hours are

Monday through Friday from 8:00 a.m.to 3:30 p.m. Failure to address this Notice will result in the issuance of a Notice of Violation. Notice of Violations not corrected within the time allotted will result in fines accruing daily.

The following code violations were observed:
Received a complaint regarding hedges growing over the swale.

Code: [Provide the Section]

Violation: [Briefly describe the violation.]

Correction Action: [Specify required action, e.g., grass is cut to the appropriate height, landscape materials are properly disposed of, etc.]

Please be aware that a building permit may be required for some of the repairs noted above. Contact the Building Department (305) 993-1786 to inquire. Doing work without a permit is also a violation punishable by the Town Code.

Thank you in advance for your cooperation.

Sec. 24-~~16.16.~~38 - Property liens and remediation procedures.

The town shall hold a lien on the property for the amount due until it is paid, which will take priority over all other liens except taxes. If the lien remains unpaid for 90 days, it may be foreclosed in the same manner as mortgage foreclosures.

1) Remediation of violations.
   a) If a property owner fails to remedy conditions in violation of this article within five days of receiving notice, the town shall proceed to correct such conditions through contracts, direct labor, or both.
   b) The costs incurred shall constitute a lien against the property 30 days after the notice of completion is issued, with the same rights and penalties as special assessment liens.
   c) The total costs charged to the property owner shall not exceed the amount specified in the initial notice.
2) Payment of liens.
   Liens for costs associated with clearing lots, parcels, or tracts of land found in violation of this article, along with any administrative fees, shall be due and payable 30 days after the publication of the notice of completion. In instances where a petition is filed within this period, as provided in section 34-60, and the commission adjusts the lien amount, the revised lien shall become due 30 days following the commission's decision. Unpaid liens will be deemed delinquent after the due date

and shall accrue interest at the rate of six percent per annum until they are sold at the next annual lien sale of the town.

3) Preliminary lien log.
   Upon determining that specific properties are in violation of this article, the finance director shall maintain a preliminary lien log, which shall be open to public inspection. This log shall include the legal description of the property, estimated costs, and the date of notice.
4) Final lien log and compliance.
   a) After receiving a completion report, the finance director shall maintain a final lien log that includes:
      1. The legal description of the property;
      2. The name and address of the owner as recorded in county tax rolls;
      3. The date the work was completed;
      4. The actual costs incurred for remediation, including any administrative charges;
      5. Payment status and any other relevant information.
   b) If the property owner complies with the terms of this article, the lien shall be voided.
5) Statement of costs and public notification.
   Upon completion of work performed by the town, the ~~city~~ Town manager shall execute and file a statement of costs and completion with the city clerk. The ~~city~~ Town clerk shall then publish a notice detailing the property description, the amount of work costs, the date of completion, and the fact that these costs constitute a lien against the property.

ARTICLE III – IN GENERAL

Sec.24-~~17~~39. - Abandoned real and personal property.

Sec. 24-~~18~~40. - Associations required to register.

Sec. 24-~~19~~41. - Delivery of engineering reports.

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 13.4
Date: October 14, 2026
From: Lindsley Noel, Town Manager
To: Mayor and Town Council Members
Subject: Consideration and approval of an ordinance on first reading amending Chapter 5, Article 1, creating Section 5-11 Construction Staging Plans for Exterior Renovations on Existing Developed Sites. Sponsored by Council Member Eric Rappaport.

Description/Background – **RECOMMENDATION**

Town Council discretion to approve on second reading the attached ordinance amending Chapter 5 (Buildings and Construction) of the Town Code by creating a new Section 5-11, "Construction staging plans for exterior renovations on existing developed sites." The ordinance requires a construction staging plan, including a parking mitigation plan, when exterior renovation work on an existing developed site results in the loss of use of any existing parking space for a period exceeding seven (7) consecutive calendar days. The ordinance cross-references and supplements the existing construction site operation standards in Section 5-5.

BACKGROUND

The Town of Bay Harbor Islands has experienced a significant increase in exterior renovation activity on existing developed sites, including roofing, painting, stucco, window and door replacement, balcony and railing repairs, and exterior mechanical equipment work. Unlike new construction on vacant land, these projects occur on sites that are already occupied and operating under existing parking conditions. The Town Code currently addresses construction site operations generally in Section 5-5, but it does not specifically address the unique parking and staging challenges that arise when exterior renovation work displaces parking on an existing developed site.

The Town Council has received complaints from residents and business patrons who have been unable to park at or near their own properties because construction workers, materials, dumpsters, temporary facilities, or equipment have occupied existing parking spaces for extended periods. In some cases, residents have had no available parking on site and no alternative parking within a reasonable distance. The existing Code provisions have proven inadequate to address these situations because they do not require a staging plan for exterior renovation projects that affect parking on an already developed site, and they do not require a

parking mitigation plan when existing parking spaces are lost.

To address this, the proposed ordinance creates Section 5-11, which establishes a clear and predictable review path for exterior renovation projects on existing developed sites. The ordinance is designed to protect existing residents, tenants, and business patrons from the loss of parking, while still allowing necessary exterior renovation work to proceed in an orderly and efficient manner. The ordinance supplements, rather than replaces, the existing requirements of Section 5-5.

ANALYSIS

The attached ordinance adds a new Section 5-11 to Chapter 5 of the Town Code. The key provisions of this new section are as follows:

1. Purpose and Applicability (Sec. 5-11(a)).

The ordinance applies to any exterior renovation, alteration, addition, or repair to an existing building or structure on a developed site where the work involves one or more of the following:

- Temporary use of existing parking spaces on the developed site for construction staging, storage of materials, placement of dumpsters, placement of temporary bathroom facilities, or placement of construction equipment;
- Loss of use of any existing parking space on the developed site for a period exceeding seven (7) consecutive calendar days;
- Use of the public right-of-way for construction staging, deliveries, crane placement, or parking of construction vehicles or equipment;
- Work on the exterior envelope of the building, including roofing, painting, stucco, windows, doors, balconies, railings, exterior mechanical equipment, or structural repairs, where such work will generate debris, dust, or require scaffolding, netting, or a temporary construction fence; or
- Any work that the Building Official or Town Manager determines, in their reasonable discretion, may materially impact parking, traffic, or access on or adjacent to the existing developed site

The ordinance expressly exempts interior-only renovations, paving or repaving of a driveway, parking lot resurfacing, or striping that does not involve vertical construction, does not require the use of the public right-of-way, and does not result in the loss of any existing parking space beyond the seven-day threshold; routine maintenance or repair of a single-family residence that does not require a building permit and does not involve the use of parking spaces for staging; and emergency repairs necessary to protect the health, safety, and welfare of the public, provided that a staging plan is submitted to the Town Manager within three (3) business days of commencing such emergency work.

The paving and restriping exemption is expressly conditioned on the work not resulting in the loss of use of any existing parking space for a period exceeding seven (7) consecutive calendar days. If the work crosses that threshold, a construction staging plan is required pursuant to subsection (a)(2)(ii).

2. Definitions (Sec. 5-11(b)):

The ordinance adopts the definitions set forth in Section 5-5(a) and adds definitions for "exterior renovation" and "existing developed site."

- Exterior renovation means any construction, alteration, addition, repair, or improvement to the exterior of an existing building or structure, including but not limited to roofing, painting, stucco, windows, doors, balconies, railings, exterior mechanical equipment, or structural repairs, but excluding interior-only work that is not visible to the exterior of the premises.
- Existing developed site means a parcel of land that contains an existing building or structure that is occupied or in use, and that has existing parking spaces, access drives, or other site improvements that may be affected by the exterior renovation work.

3. Relationship to Section 5-5 (Sec. 5-11(c))

The ordinance makes clear that Section 5-5, "Construction site operations," continues to apply to all exterior renovation projects on existing developed sites unless specifically modified or supplemented by Section 5-11. Where a conflict exists, the more specific provisions of Section 5-11 control for exterior renovation projects on existing developed sites.

The construction staging plan required by Section 5-11 must be in addition to, and must incorporate by reference, any applicable requirements of Section 5-5(i), including but not limited to parking provisions for construction workers, general traffic and detours, delivery and location of cranes, delivery and storage of materials, use of flaggers and off-duty police officers, construction fencing, construction signs, temporary construction trailer approval, temporary sales office approval, use of meter parking spaces, use of right-of-way, provisions for pedestrian safety, location of construction dumpsters and temporary bathroom facilities, and any other issues which may uniquely relate to the particular construction site.

The Town Manager or their designee is authorized to administer and enforce the provisions of Section 5-11 and Section 5-5 as they apply to exterior renovation projects on existing developed sites.

4. Construction Staging Plan Required (Sec. 5-11(d))

The owner, occupant, or user of any existing developed site performing exterior renovation work subject to the ordinance must submit a construction staging plan to the Town Manager or their designee for approval prior to the issuance of a building permit by the Building Official. The plan is presented to the Town during the Development Review Committee (DRC) and/or Development Review Board (DRB) process, in the form of site plans, location maps, critical path diagrams, and explanatory commentary, as applicable.

The Building and Zoning Department coordinates the review of the construction staging plan with the Public Works Department, Town Engineer, Police Department, Building Official, Town Planner, Code Compliance Department, and Town Manager's Office. No permit may be issued on an exterior renovation project which requires a construction staging plan under this section until such plan has been approved by all the appropriate departments.

5. Contents of the Construction Staging Plan (Sec. 5-11(e))

The plan must include, at a minimum:

- A project description, including the scope of work, estimated duration, and the anticipated number of construction workers on site at any given time;
- A parking impact analysis, including the total number of existing parking spaces on the developed site, the number of spaces that will be temporarily unavailable due to construction staging, storage, dumpsters, temporary facilities, or equipment, the duration of the loss of use of each affected space, the anticipated parking demand of construction workers and how such demand will be accommodated on site, the impact on existing residents, tenants, business patrons, or customers who rely on the affected spaces, and any proposed mitigation measures to offset the loss of parking, such as temporary parking arrangements, shuttle services, or scheduling adjustments;
- Parking provisions for construction workers, consistent with Section 5-5(i)(1), which permits parking only on the designated project site, prohibits off-site parking or the leasing of alternative parking locations inside the Town, and requires shuttle or bus service for workers not parking on site;
- General traffic and detours, including specific routes to and from the construction site, temporary traffic control measures, detours, or lane closures, and the anticipated impact on existing parking and access;
- Delivery and location of cranes, including the delivery route, set-up location, and removal route, and a demonstration that crane operations will not unreasonably impact existing parking or access;
- Delivery and storage of materials, including the location and timing of all deliveries and the location of all material storage areas, with preference for storage locations that minimize the loss of existing parking spaces;
- Use of flaggers and off-duty police officers, consistent with Section 5-5(i)(5), including the specific activities requiring off-duty police officers and the use of certified flaggers for normal deliveries and short-term single lane closures;
- Construction fencing with visual/dust barrier, consistent with Section 5-5(h);
- Construction signs, including location and content;
  Temporary construction trailer, if proposed, including the information required by Section 5-5(i)(8), with no more than one trailer permitted per development site and removal required prior to the issuance of a certificate of occupancy;
  Use of meter parking spaces, consistent with Section 5-5(i)(10), which strictly prohibits such use;
  Use of right-of-way, consistent with Section 5-5(n), including the requirement for a Town right-of-way use permit and approval issued by the Town Manager or their designee 72 hours in advance of any activities which impact a public right-of-way;
  Provisions for pedestrian safety and pedestrian paths, including how pedestrian safety will be maintained and how existing pedestrian access to the developed site will be preserved;
  Location of construction dumpsters and temporary bathroom facilities, consistent with Section 5-5(d) and Section 5-5(f), including a demonstration that such facilities will be maintained in a clean, secure, and sanitary condition and will not unreasonably impact existing parking or access;
  Job site maintenance, consistent with Section 5-5(k), including sweeping of public roadways, pick-up and disposal of litter, washing down of street signs or public facilities, stacking of construction materials, watering of exposed loose earth, and daily cleanup of all garbage, debris, and litter;
  Job site security, consistent with Section 5-5(l), including how the construction site will be secured from unauthorized access between the hours of 6:00 p.m. and 9:00 a.m. of the

next day by the use of a locked fence and/or security;
Netting, consistent with Section 5-5(o), including the dust/debris netting barrier requirements for structures exceeding 30 feet in height and for waterfront structures exceeding 20 feet in height; and
Any other issues which may uniquely relate to the particular exterior renovation project or existing developed site.

6. Parking Mitigation Requirements (Sec. 5-11(f))

If the exterior renovation work will result in the loss of use of any existing parking space on the developed site for a period exceeding seven (7) consecutive calendar days, the owner, occupant, or user must provide a parking mitigation plan as part of the construction staging plan. The parking mitigation plan must include:

- A description of how existing residents, tenants, business patrons, or customers will be notified of the temporary loss of parking;
  A description of any alternative parking arrangements that will be made available, including but not limited to temporary parking permits, shuttle services, or agreements with nearby property owners;
  A schedule for the temporary loss of parking, including the anticipated start and end dates; and
  Any other measures proposed to minimize the impact of the loss of parking on existing residents, tenants, business patrons, or customers.
  The Town Manager or their designee may approve, approve with conditions, or deny the parking mitigation plan based on the adequacy of the proposed measures to minimize the impact of the loss of parking.

7. Approval and Enforcement (Sec. 5-11(g))

The construction staging plan must be approved by the Town Manager or their designee prior to the issuance of a building permit. The Town Manager may impose conditions of approval as necessary to protect the public health, safety, and welfare and to minimize the impact of the exterior renovation work on existing parking, traffic, and access.

Failure to abide by the provisions of the ordinance or the approved construction staging plan constitutes a violation of the Town Code, with each day of continuing violation deemed a separate violation. Any owner, occupant, or user of an existing developed site who fails to correct a violation after receiving notice from the Town is subject to the penalties set forth in Section 5-5(p):

A fine of $5,000.00 for the first violation;
A fine of $10,000.00 for a second violation;
For any subsequent or repeat violation, a Stop Work Order shall be issued pursuant to Section 12-27.

If the violation is corrected within the time prescribed in the notice, the fine is waived unless the violation is determined to be irreparable or irreversible in nature.

CONCLUSION

The approval of this ordinance will create a clear and consistent regulatory framework for exterior renovation projects on existing developed sites within Bay Harbor Islands. By requiring a construction staging plan and, where parking is displaced, a parking mitigation plan, the ordinance will protect residents, tenants, and business patrons from the loss of parking while still allowing necessary exterior renovation work to proceed. The ordinance represents a proactive step in planning that balances the need for property maintenance and improvement with the Town's commitment to protecting the quality of life of its residents.

Budget Impact: – **FINANCIAL ANAYSIS**

GL Line Item Number: N/A

Total Amount Budgeted: N/A

Encumbered Amount: N/A

Balance Remaining: N/A
Sec.5-11 Construction staging plans for exterior renovations on existing developed sites. 1st reading.docx

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO BUILDING AND CONSTRUCTION ACTIVITIES; AMENDING ARTICLE 1 OF CHAPTER 5 ENTITLED BUILDINGS AND CONSTRUCTION BY CREATING A NEW SECTION 5-11 PERTAINING TO CONSTRUCTION STAGING PLANS FOR EXTERIOR RENOVATIONS ON EXISTING DEVELOPED SITES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Building and Construction Code for the community in 1961; and

WHEREAS, the Town Council periodically studies various land development trends and issues, and considers strategies and design guidelines to encourage the proper development and re-development of lands within the Town, and amends its Codes accordingly; and

WHEREAS, the Town Council finds that exterior renovations on existing developed sites present unique challenges regarding construction worker parking, staging, and impacts on existing residents and businesses that are not fully addressed by Section 5-5 of the Town Code; and

WHEREAS, the Town Council desires to require construction staging plans for exterior renovation projects that may affect parking on existing developed sites, while avoiding duplication of the requirements already established in Section 5-5; and

WHEREAS, the Town Council held duly advertised public hearings to consider the proposed modifications to the Town's Building and Construction Code.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That the Town of Bay Harbor Islands Building and Construction Code is hereby amended to create a new Section 5-11, "Construction staging plans for exterior renovations on existing developed sites," as more fully set forth in the attached Exhibit "A," and by reference are made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of this Ordinance shall become and be made a part of the Town of Bay Harbor Islands Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on first reading this 14th day of October, 2026.

PASSED on second reading this ____ day of _____, 2026.

Motion By: _____

Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____

Isaac Salver
Mayor

ATTEST:

_____

Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

MCCARTER & ENGLISH, LLC
Tania Cruz-Gimenez, Esq.
Town Attorney

Exhibit "A"

Amendments to the Town of Bay Harbor Islands Code of Ordinances

Chapter 5 - Buildings and Construction

Sec. 5-11. Construction staging plans for exterior renovations on existing developed sites.

a) Purpose and applicability.

1) The purpose of this section is to address the unique construction staging and parking impacts that arise when exterior renovations are performed on existing developed sites where the site is already occupied, improved, and operating under existing parking conditions. Exterior renovation projects on existing developed sites frequently create conflicts between construction workers, residents, business patrons, and existing parking demand that are not adequately addressed by the general construction site operation provisions of Section 5-5.
2) This section shall apply to any exterior renovation, alteration, addition, or repair to an existing building or structure on a developed site where the work involves one or more of the following:
    i. Any work that requires the temporary use of existing parking spaces on the developed site for construction staging, storage of materials, placement of dumpsters, placement of temporary bathroom facilities, or placement of construction equipment;
    ii. Any work that will result in the loss of use of any existing parking space on the developed site for a period exceeding seven (7) consecutive calendar days;
    iii. Any work that requires the use of the public right-of-way for construction staging, deliveries, crane placement, or parking of construction vehicles or equipment;
    iv. Any work that involves the exterior envelope of the building, including but not limited to roofing, painting, stucco, windows, doors, balconies, railings, exterior mechanical equipment, or structural repairs, where such work will generate debris, dust, or require scaffolding, netting, or a temporary construction fence; or
    v. Any work that the Building Official or Town Manager determines, in their reasonable discretion, may materially impact parking, traffic, or access on or adjacent to the existing developed site.
3) This section shall not apply to:
    i. Interior-only renovations that do not affect the exterior of the building and do not require the use of parking spaces or the public right-of-way for construction staging;
    ii. Paving or repaving of a driveway, parking lot resurfacing, or striping, provided that such work does not involve vertical construction, does

not require the use of the public right-of-way, and does not result in the loss of use of any existing parking space on the developed site for a period exceeding seven (7) consecutive calendar days. If the work results in the loss of use of any existing parking space for a period exceeding seven (7) consecutive calendar days, a construction staging plan shall be required pursuant to subsection (a)(2)(b) of this section.

iii. Routine maintenance or repair of a single-family residence that does not require a building permit and does not involve the use of parking spaces for staging; or

iv. Emergency repairs necessary to protect the health, safety, and welfare of the public, provided that a staging plan is submitted to the Town Manager within three (3) business days of commencing such emergency work.

b) Definitions.

For purposes of this section, the definitions set forth in Section 5-5(a) shall apply. In addition:

1) Exterior renovation means any construction, alteration, addition, repair, or improvement to the exterior of an existing building or structure, including but not limited to roofing, painting, stucco, windows, doors, balconies, railings, exterior mechanical equipment, or structural repairs, but excluding interior-only work that is not visible to the exterior of the premises.

2) Existing developed site means a parcel of land that contains an existing building or structure that is occupied or in use, and that has existing parking spaces, access drives, or other site improvements that may be affected by the exterior renovation work.

c) Relationship to Section 5-5.

1) The provisions of Section 5-5, "Construction site operations," shall apply to all exterior renovation projects on existing developed sites unless specifically modified or supplemented by this section.

2) Where a conflict exists between the provisions of Section 5-5 and this section, the more specific provisions of this section shall control for exterior renovation projects on existing developed sites.

3) The construction staging plan required by this section shall be in addition to, and shall incorporate by reference, any applicable requirements of Section 5-5(i), including but not limited to parking provisions for construction workers, general traffic and detours, delivery and location of cranes, delivery and storage of materials, use of flaggers and off-duty police officers, construction fencing, construction signs, temporary construction trailer approval, temporary sales office approval, use of meter parking spaces, use

of right-of-way, provisions for pedestrian safety, location of construction dumpsters and temporary bathroom facilities, and any other issues which may uniquely relate to the particular construction site.

4) The Town Manager or their designee is authorized to administer and enforce the provisions of this section and Section 5-5 as they apply to exterior renovation projects on existing developed sites.

d) Construction staging plan required.

1) The owner, occupant, or user of any existing developed site performing exterior renovation work subject to this section shall submit a construction staging plan to the Town Manager or their designee for approval prior to the issuance of a building permit by the Building Official.

2) The construction staging plan shall be presented to the Town during the Development Review Committee (DRC) and/or Development Review Board (DRB) process, in the form of site plans, location maps, critical path diagrams, and explanatory commentary, as applicable.

3) The Building and Zoning Department will coordinate the review of the construction staging plan with the Public Works Department, Town Engineer, Police Department, Building Official, Town Planner, Code Compliance Department, and Town Manager's Office.

4) No permit shall be issued on an exterior renovation project which requires a construction staging plan under this section until such plan has been approved by all the appropriate departments.

e) Contents of the construction staging plan.

The construction staging plan required by this section shall include, at a minimum, the following elements:

1) Project description. A description of the exterior renovation work, including the scope of work, estimated duration, and the anticipated number of construction workers on site at any given time.

2) Parking impact analysis. A detailed analysis of how the exterior renovation work will affect existing parking on the developed site, including:

i. The total number of existing parking spaces on the developed site;

ii. The number of parking spaces that will be temporarily unavailable due to construction staging, storage, dumpsters, temporary facilities, or equipment;

iii. The duration of the loss of use of each affected parking space;

iv. The anticipated parking demand of construction workers and how such demand will be accommodated on site;

v. The impact on existing residents, tenants, business patrons, or customers who rely on the affected parking spaces; and

vi. Any proposed mitigation measures to offset the loss of parking, such as temporary parking arrangements, shuttle services, or scheduling adjustments.

3) Parking provisions for construction workers. Consistent with Section 5-5(i)(1), parking provisions for construction workers shall be permitted only on the designated project site. Off-site parking or the leasing of alternative parking locations inside the Town is strictly prohibited. All construction workers not parking on site shall be transported into Town via shuttle or bus service. The staging plan shall identify the specific on-site parking areas to be used by construction workers and shall demonstrate that such use will not unreasonably impact existing residents, tenants, or business patrons.
4) General traffic and detours. Specific routes to and from the construction site, including any temporary traffic control measures, detours, or lane closures, and the anticipated impact on existing parking and access.
5) Delivery and location of cranes. If cranes are required, the staging plan shall identify the delivery route, set-up location, and removal route, and shall demonstrate that crane operations will not unreasonably impact existing parking or access.
6) Delivery and storage of materials. The location and timing of all deliveries and the location of all material storage areas, with preference for storage locations that minimize the loss of existing parking spaces.
7) Use of flaggers and off-duty police officers. Consistent with Section 5-5(i)(5), the staging plan shall identify when state-certified flaggers with state-approved equipment and/or off-duty police officers will be used. Off-duty police officers will be required for the following activities: a complete street closure for more than one hour, a concrete pour lasting more than six hours, when cranes are delivered and set-up and when they are being removed from the construction site, and any other activity as may be required by the Town Manager or their designee. Certified flaggers may be used for normal deliveries and short-term single lane closures.
8) Construction fencing with visual/dust barrier. Consistent with Section 5-5(h), a temporary construction fence screening the construction site shall be erected and maintained in good order at all times. The staging plan shall identify the location of the temporary construction fence and shall demonstrate that the fence will not unreasonably impact existing parking or access.
9) Construction signs. The location and content of all construction signs.
10) Temporary construction trailer. If a temporary construction trailer is proposed, the staging plan shall include the information required by Section 5-5(i)(8), including location, size, height, setback, and removal timing. No

more than one trailer is permitted per development site. The trailer and all related temporary facilities shall be removed from the site prior to the issuance of a certificate of occupancy.

11) Use of meter parking spaces. Consistent with Section 5-5(i)(10), the use of metered parking spaces is strictly prohibited.
12) Use of right-of-way. Consistent with Section 5-5(n), any construction vehicles or equipment involved in construction at a construction site which block a public roadway or right-of-way shall require a Town right-of-way use permit and approval, with appropriate conditions, as issued by the Town Manager or their designee, 72 hours in advance of any such activities which impact a public right-of-way.
13) Provisions for pedestrian safety and pedestrian paths. The staging plan shall identify how pedestrian safety will be maintained, including any temporary pedestrian paths, signage, or barriers, and how existing pedestrian access to the developed site will be preserved.
14) Location of construction dumpsters and temporary bathroom facilities. Consistent with Section 5-5(d) and Section 5-5(f), the staging plan shall identify the location of all construction dumpsters and temporary bathroom facilities, and shall demonstrate that such facilities will be maintained in a clean, secure, and sanitary condition and will not unreasonably impact existing parking or access.
15) Job site maintenance. Consistent with Section 5-5(k), the staging plan shall describe how job site maintenance will be performed, including sweeping of public roadways, pick-up and disposal of litter, washing down of street signs or public facilities, stacking of construction materials, watering of exposed loose earth, and daily cleanup of all garbage, debris, and litter.
16) Job site security. Consistent with Section 5-5(l), the staging plan shall describe how the construction site will be secured from unauthorized access between the hours of 6:00 p.m. and 9:00 a.m. of the next day by the use of a locked fence and/or security.
17) Netting. Consistent with Section 5-5(o), if the existing building exceeds 30 feet in height, the staging plan shall include a dust/debris netting barrier erected in such a way to completely surround the structure. If the existing building is on a waterfront lot and exceeds 20 feet in height, the staging plan shall include a dust/debris netting barrier on the portion of the structure facing the water. The type of netting material shall be identified in the construction staging plan and is subject to Town approval.

18) Any other issues which may uniquely relate to the particular exterior renovation project or existing developed site.

f) Parking mitigation requirements.
   1) If the exterior renovation work will result in the loss of use of any existing parking space on the developed site for a period exceeding seven (7) consecutive calendar days, the owner, occupant, or user shall provide a parking mitigation plan as part of the construction staging plan.
   2) The parking mitigation plan shall include, at a minimum:
      i. A description of how existing residents, tenants, business patrons, or customers will be notified of the temporary loss of parking;
      ii. A description of any alternative parking arrangements that will be made available, including but not limited to temporary parking permits, shuttle services, or agreements with nearby property owners;
      iii. A schedule for the temporary loss of parking, including the anticipated start and end dates; and
      iv. Any other measures proposed to minimize the impact of the loss of parking on existing residents, tenants, business patrons, or customers.
   3) The Town Manager or their designee may approve, approve with conditions, or deny the parking mitigation plan based on the adequacy of the proposed measures to minimize the impact of the loss of parking.

g) Approval and enforcement.
   1) The construction staging plan required by this section shall be approved by the Town Manager or their designee prior to the issuance of a building permit.
   2) The Town Manager or their designee may impose conditions of approval on the construction staging plan as necessary to protect the public health, safety, and welfare, and to minimize the impact of the exterior renovation work on existing parking, traffic, and access.
   3) Failure to abide by the provisions of this section or the approved construction staging plan shall constitute a violation of the Town Code. Each day that a violation continues shall be deemed a separate violation.
   4) Any owner, occupant, or user of an existing developed site who fails to correct a violation of this section after receiving notice from the Town shall be subject to the penalties set forth in Section 5-5(p), including:
      i. A fine of $5,000.00 for the first violation;
      ii. A fine of $10,000.00 for a second violation;
      iii. For any subsequent or repeat violation, a Stop Work Order shall be issued pursuant to Section 12-27.

5) If the violation is corrected within the time prescribed in the notice, the fine shall be waived unless the violation is determined to be irreparable or irreversible in nature.

h)

Secs. 5-12—5-13. - Reserved.

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 13.5
Date: October 14, 2026
From: Lindsley Noel, Town Manager
To: Mayor and Town Council Members
Subject: Consideration and approval of an ordinance on first reading requiring waterfront properties to display street addresses visible from the water. Town Manager

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Description/Background – Purpose

Establish a local requirement that every property abutting a navigable waterway, including a vacant lot with an officially assigned address, display that address so it is plainly visible from the water. The measure is intended to improve property identification and emergency response by police, fire-rescue, marine patrol, and other responders approaching from the water.

Existing Code Framework

The Town Code already requires all residential and commercial properties to have address numbers clearly marked and visible from the street. Town Code § 17-23(e). The Town also adopts the Florida Building Code as its building code. Town Code § 5-1. Florida code provisions governing address identification require approved address numbers or letters visible from the street or road and contemplate additional approved locations when necessary to facilitate emergency response. The proposed ordinance extends the Town's existing address-identification policy to the waterfront side.

The Town possesses broad municipal home-rule authority to legislate for municipal purposes unless expressly prohibited or preempted. Fla. Stat. § 166.021. Because this proposal is framed as a generally applicable local property-identification and public-safety requirement, rather than as a technical amendment to the Florida Building Code, placement in Chapter 17 alongside the Town's existing address-visibility requirement is recommended. Town Attorney review should confirm preemption, enforcement, notice, and codification before first reading.

Recommended Standards

- Apply to every waterfront property with an officially assigned street address, whether developed or vacant.
- Require the officially assigned street number to be plainly visible and legible from the

abutting waterway.

- Use durable, weather-resistant Arabic numerals at least 4 inches high, with a minimum stroke width of 1/2 inch, on a contrasting background.
- Locate the numbers on the waterside building elevation, seawall, dock, piling, monument, post, or another location approved by the Building Official, provided the display is readily visible from the water.
- Do not require lighting. Permit non-illuminated reflective materials or another approved method when the owner elects to improve nighttime visibility, subject to applicable environmental and neighborhood-protection requirements.
- Provide 180 days for existing properties to comply and enforce through the Town's existing code-compliance procedures.

Ordinance-Waterfront Address ID.docx

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 17, "SIGNS," OF THE TOWN CODE OF ORDINANCES TO REQUIRE ADDRESS IDENTIFICATION VISIBLE FROM THE WATER FOR WATERFRONT PROPERTIES, INCLUDING VACANT LOTS WITH OFFICIALLY ASSIGNED ADDRESSES; PROVIDING FOR PURPOSE AND INTENT; PROVIDING FOR MINIMUM DISPLAY STANDARDS; PROVIDING FOR ADMINISTRATION AND ENFORCEMENT; PROVIDING FOR EXISTING PROPERTIES; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council finds that rapid and accurate identification of waterfront properties is important to the health, safety, and welfare of residents, visitors, emergency responders, and marine enforcement personnel; and

WHEREAS, the Town is located on barrier islands within a designated emergency evacuation zone, and the ability to quickly identify and locate property during an emergency is essential to an effective response; and

WHEREAS, clearly visible property identification will assist police, fire-rescue, marine patrol, and other emergency personnel in locating the appropriate address, including when approaching from the water, and will help ensure assistance can be provided as efficiently as possible; and

WHEREAS, Town Code § 17-23(e) presently requires address numbers to be clearly marked and visible from the street; and

WHEREAS, waterfront properties, including vacant waterfront lots, may need to be identified by responders approaching from navigable waterways, making waterside address identification a reasonable public-safety measure; and

WHEREAS, pursuant to Article VIII, section 2(b) of the Florida Constitution and section 166.021, Florida Statutes, the Town may exercise municipal home-rule powers for municipal purposes except as otherwise prohibited by law; and

WHEREAS, the Town Council finds that requiring waterfront address identification promotes efficient emergency response and serves a valid municipal purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1. Recitals.

The foregoing recitals are true and correct and are incorporated into this Ordinance.

Section 2. Amendment to Chapter 17.

Section 17-23 of the Town Code is amended by creating a new subsection (f) to read as follows:

(f) Waterfront address identification.

(1) Applicability. Every property that abuts a navigable waterway and has an officially assigned street address, whether developed or vacant, shall display that address in a location plainly visible from the abutting waterway.

(2) Display standards. Address numbers shall consist of durable, weather-resistant Arabic numerals not less than four inches in height, with a minimum stroke width of one-half inch. The numerals shall contrast with the background on which they are mounted and shall be maintained in a legible condition.

(3) Location. The address numbers may be placed on the waterside elevation of a building or principal structure, seawall, dock, piling, monument, post, or another location

approved by the Building Official, provided the display is readily visible from the waterway. Vegetation, furnishings, vessels, and other obstructions shall not conceal the display.

(4) Vacant lots. For a vacant waterfront lot with an officially assigned street address, the address numbers shall be mounted on a durable post, monument, seawall, dock, piling, or another location approved by the Building Official so the address is plainly visible from the waterway.

(5) Illumination. Permanent illumination is not required. An owner may use non-illuminated reflective materials or another method approved by the Building Official to improve nighttime visibility, provided the method complies with all applicable environmental, zoning, and neighborhood-protection requirements.

(6) Alternative compliance. When strict compliance is impracticable because of site conditions, the Building Official may approve an alternative location or method that provides substantially equivalent visibility and legibility from the waterway.

(7) Existing Properties. A property subject to subsection 17-23(f) on the effective date of this Ordinance shall be brought into compliance within 180 days after the effective date. A property that becomes subject to subsection 17-23(f) after the effective date shall comply before the first occupancy of a new principal structure or within 30 days after an address is officially assigned to a vacant lot, as applicable.

(8) Administration and Enforcement. The Building Official is authorized to administer and interpret subsection 17-23(f). Violations may be enforced through the Town’s code-compliance procedures and any other remedies available by law.

Section 3. Codification.

The provisions of Section 2 of this Ordinance shall become and be made a part of the Town Code of Ordinances. The codifier may renumber or reletter sections and make editorial changes that do not affect the substance of this Ordinance.

Section 4. Conflicts.

All ordinances or parts of ordinances in conflict with this Ordinance are repealed to the extent of such conflict.

Section 5. Severability.

If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

Section 6. Effective Date.

This Ordinance shall become effective immediately upon adoption, except that the compliance period for existing properties shall be as provided in Section 3.

PASSED AND ADOPTED on first reading this ____ day of _____, 2026.

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

Motion By: _____
Second By: _____

FINAL VOTE ON ADOPTION:

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Teri D'Amico	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Robert Yaffe	_____

_____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____
McCarter & English
Tania Cruz-Gimenez, Esq.
Town Attorney

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 15.1
Date: October 14, 2026
From: Lindsley Noel, Town Manager
To: Mayor and Town Council Members
Subject: Discussion and possible action regarding an unsolicited proposal received by the Town for a P3 Partnership to construct a governmental complex or a separate Town Hall and/or Police Department. Town Manager

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Description/Background – **BACKGROUND**

I have been working for several months on a plan for the development of a new Town Hall complex (the "New Town Hall") based upon a "design-build" procurement approach. Most of the preliminary work has been completed. We are at the stage of seeking competitive proposals from architectural firms to develop the design guidelines that must be included in a design-build solicitation sent to contractors.

Recently, we received an unsolicited proposal (the "Proposal") from BHI Civic Infrastructure Partners, LLC ("BHI Partners"), proposing a public-private partnership approach for the design, construction and development of the New Town Hall. The Proposal was submitted under Florida's Public-Private Partnership Law (the "P3 Law"). A copy of the Proposal is attached to this Memorandum as Exhibit "A".

The Proposal presents a very viable alternative to the design-build approach. In fact, it is more in keeping with the "master-developer" concept discussed by several of you early in the process. The purpose of this Memorandum is to provide you with a summary of the Proposal and a framework for the Town's response.

SUMMARY OF PROPOSAL

BHI Partners is proposing to serve as the Town's development/construction partner in the complete design, construction, and overall development of the New Town Hall. As proposed, the New Town Hall would house all Town administrative offices, the Police Department and a municipal parking garage all as one unified project. Within the Proposal is an alternative plan which incorporates a 21,000 +/- square foot grocery/market with an additional 100 dedicated parking spaces for the grocery store; however, because of size constraints as well as the complexity and cost of including the grocery store, BHI Partners proposes to remove the Police Department from the New Town Hall and to design, construct, and develop a

freestanding Public Safety Department at the site of the existing Town parking lot located along the south side of 95th Street. A separate proposal has been submitted for that location and is attached to this Memorandum as Exhibit "B".

The Proposal(s) contains conceptual drawings showing the various alternatives with and without a grocery store. Both alternatives include an ownership/financing structure and a possible ongoing maintenance and management plan.

It is important to understand that the proposed design, scope and specifics of the New Town Hall is conceptual only and any final plan will be different from what is shown in the Proposal. The actual project will be based upon the Council's direct input on the program, design, feasibility and project cost. The actual scope and design of the project will be the result of a collaborative design process with BHI Partners or any other P3 proposer you select under the process outlined below.

RESPONSE TO PROPOSAL

Under the P3 Law when a local government receives an unsolicited proposal it has three available options. The first option is to simply reject the proposal, and no further action is needed. The second option is to publicly solicit other competing proposals and select a firm among all the responding proposers. The third option is to proceed without a competitive solicitation from other proposers and begin exclusive negotiations with BHI Partners.

1. Invitation for Competing Proposals

Under this option, the Town would publish notice of BHI Partners' proposal in the Florida Administrative Register and in a newspaper of general circulation, once a week for two consecutive weeks, stating that the Town has received a proposal and will accept competing proposals for the same project. The Town sets the length of the competing proposal window of not less than twenty-one (21) days nor more than one hundred twenty (120) days. Once the window closes, staff will rank the proposals, and the Council will decide which of the proposers you want to work with, if an

2. Proceed Without Competing Proposals

The P3 law allows the Town to proceed directly with BHI Partners without seeking competing proposals, provided the Council:

- Holds a duly noticed public meeting at which BHI Partners' proposal is presented and affected public entities and members of the public may comment; and
- At a second duly noticed public meeting, determines that the proposal is in the public's interest, expressly considering: (i) the benefits to the public; (ii) the financial structure and economic efficiencies of the proposal; (iii) the proposers qualifications and experience; (iv) the project's compatibility with regional infrastructure plans; and (v) public comments received, with a written statement addressing those comments.

This direct path is faster and avoids the delay and uncertainty of an open competing-proposal window but affords no opportunity for other private entities to submit an alternative proposal.

Whether you choose to solicit alternative proposals or decide to move directly forward with

BHI Partners, the process involves extensive collaborative negotiations over the design, cost and feasibility of the project, including financing options. The initial process is to select a P3 developer not a design or specific project.

RECOMMENDATION

I recommend that the Council move forward with the process of seeking competing proposers, rather than proceeding directly to negotiations with BHI Partners. This approach best protects the Town's interests for the project because it: (i) affirmatively tests the market and gives other qualified developers, including any interested local firms, a fair opportunity to offer a competing or superior proposal; (ii) generates a stronger record of price and terms discovery to support the Council's ultimate public-interest and value determinations; and (iii) reduces the risk of a later challenge to the process on the ground that the Town awarded a significant public facilities contract without adequate competition or public notice.

Accordingly, I recommend that the Council adopt the accompanying Resolution authorizing staff to:

- Publish notice of BHI Partners' unsolicited proposal in the Florida Administrative Register and in a newspaper of general circulation, once weekly for two consecutive weeks, and mail notice to each local government in the affected area, pursuant to § 255.065(3)(b), Fla. Stat.;
- Set the competing proposal window at thirty (30) days from the date of initial publication;
- Require payment of an application fee (already received from BHI Partners) from the proposers, sufficient to cover the Town's evaluation costs;
- Engage a financial advisor and other consultants to assist in the technical and financial review of the proposals received; and
- Return to the Council following the close of the competing proposal window with a ranking of proposals received and a recommendation on whether to proceed to negotiation of a comprehensive (or interim) development agreement with the selected firm.

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[1] BHI Partners is an affiliate of CORE Construction Company, a national construction firm established in 1937 which specializes in building civic, educational, public safety and healthcare facilities.

BHI Civic Infrastructure Partners-Police HQ.pdf
BHI Civic Infrastructure-Government Complex.pdf
BHI Civic Infrastructure-Town Hall.pdf
Resolution Accepting Proposals Re New Town Hall (Oct. 2026).docx

BHI
CIVIC INFRASTRUCTURE
PARTNERS

UNSOLICITED PUBLIC-PRIVATE PARTNERSHIP PROPOSAL

POLICE HEADQUARTERS



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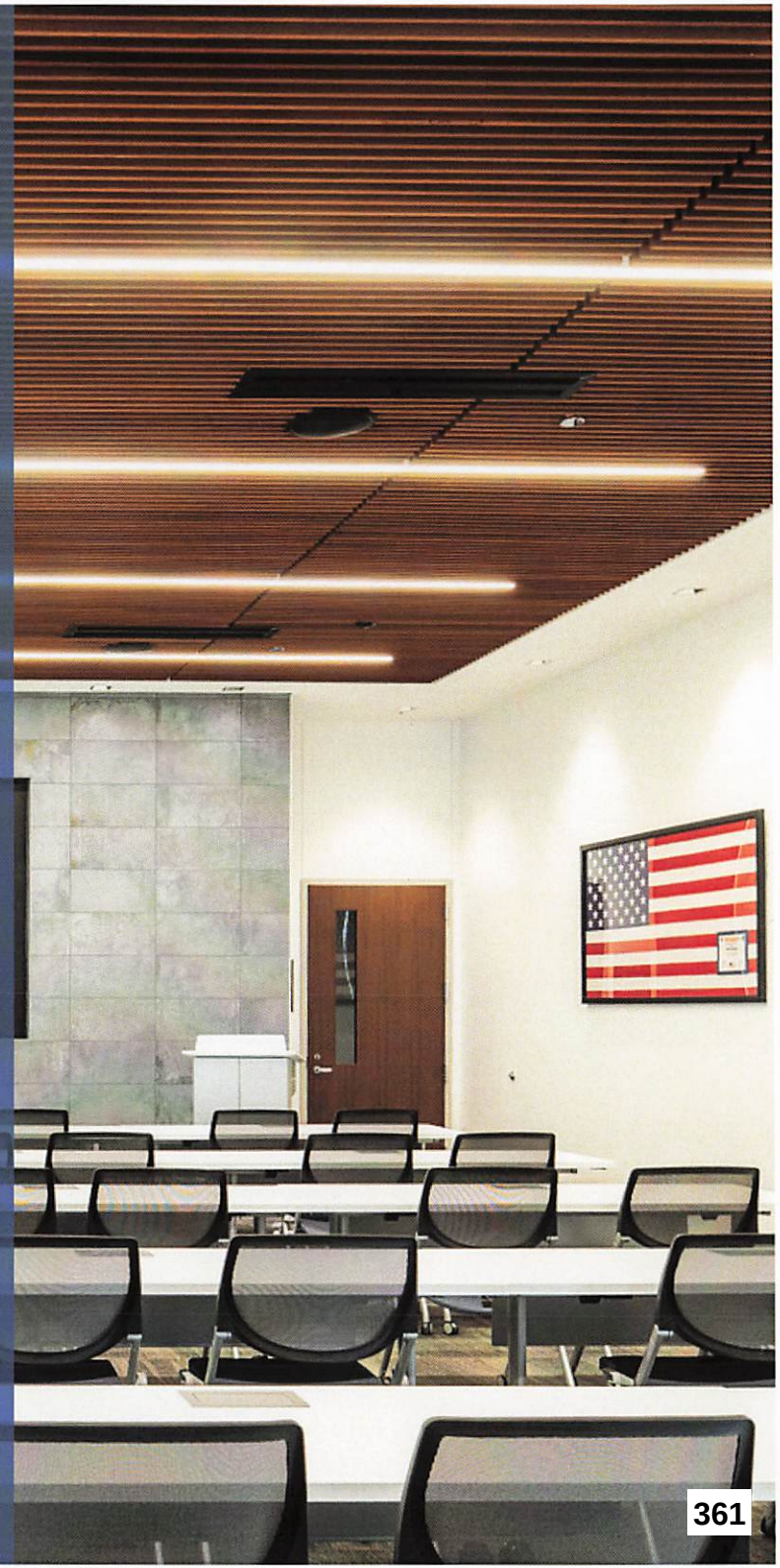
2.4 Development Timeline

3 Structure & Financing

3.1 Development Structure

3.2 Financing & Payments

BHI
CIVIC INFRASTRUCTURE
PARTNERS





1 EXECUTIVE SUMMARY

1.1 Statement of Interest

Mayor Isaac Salver
Vice Mayor Stephanie Bruder
Council Member Robert H. Yaffe
Council Member Joshua D. Fuller
Council Member Elchonon Shagalov
Council Member Eric Rappaport
Council Member Molly Diallo

1030 95th Street
Bay Harbor Islands, FL 33154

Re: Unsolicited Public-Private Partnership Proposal - Police Headquarters

Dear Members of the Town Council:

On behalf of our entire team at BHI Civic Infrastructure Partners, LLC (the "Development Consortium" or "BHICIP"), we are pleased to submit this unsolicited proposal to Bay Harbor Islands (the "Town" or "BHI") for a Public-Private Partnership ("P3") to design, build, finance and maintain a new, full-service Police Headquarters (the "Project"). As you review the detailed components of our proposal, we highlight the following advantages of partnering with our team on this generational endeavor:

TURNKEY DELIVERY ENSURING SPEED TO MARKET | By leveraging private-sector efficiency and true collaboration across every stage of development—from legal and financial structuring, to construction execution, to ongoing maintenance and life-cycle reinvestment—our Development Consortium will deliver your Project faster than traditional procurement and without compromising safety, quality or aesthetics.

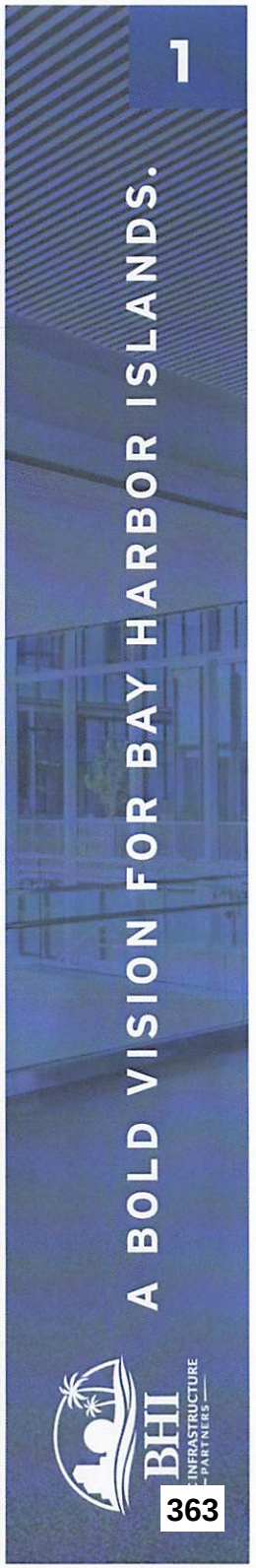
FLEXIBLE FINANCING THAT MEETS YOU WHERE YOU ARE | Our Development Consortium believes that financing options should adapt to a client's fiscal reality rather than forcing them into a rigid structure. Instead of offering a one-size-fits-all approach, we will collaborate with BHI's finance team and municipal advisors to create a tailored finance solution that reflects the Town's priorities and affordability thresholds. We will look to spread costs out over time, thus minimizing the impact on BHI's annual budget, and above all, we will aim to provide a transparent, "best value" option that protects taxpayers and positions the Town for long-term success.

LESSENING THE BURDEN OF GOVERNMENT | Our Development Consortium vows to operate as an extension of BHI—transparent, collaborative and guided by a shared purpose. We commit to working alongside the Town through every phase of the Project, ensuring our decisions reflect the Town's values, goals and community vision. By staying aligned and responsive, we will help advance the Project efficiently while easing the demands on public resources.

We are truly humbled to have the potential opportunity to partner with the Town in developing and delivering this highly essential municipal infrastructure Project, and thank you in advance for your careful and thorough consideration of our proposal.

Sincerely,

Cody Kiess, Managing Partner
BHI Civic Infrastructure Partners, LLC





1.2 Statutory Compliance

The name and address of a person who may be contacted for additional information concerning the proposal.

Statutory Authority

This unsolicited proposal, for the development, delivery and ongoing maintenance of a new, ground-up, Town Hall located in Bay Harbor Islands, FL, is hereby submitted to the Town pursuant to Florida Statute §255.065 ("the Florida P3 Law").

This proposal includes a comprehensive plan for the delivery of a turnkey municipal facility, including proposed architectural renderings and site plans, development timelines, and an anticipated structured financing approach. The Florida P3 Law authorizes private entities to submit unsolicited proposals for qualifying public infrastructure projects. This P3 proposal is fully compliant with the state statute, serves a clear public purpose, and will result in a high-quality facility to be operated by the Town for public use.

Through this unique partnership, the Town will recognize a number of meaningful efficiencies, such as a simplified procurement process, unparalleled design and construction coordination, and long-term risk transfer associated with ongoing maintenance of the newly constructed facility. The net result will be a modern, occupancy-ready building, delivered on a reduced timeline and utilizing a financial structure that is in alignment with available Town resources.

Application Fee

We are hereby accompanying our proposal with a check in the amount of $10,000.00 for the purpose of administrative review and processing.

Primary Contact

Cody Kiess, Managing Partner
Email: codykiess@coreconstruction.com
Phone: 954-206-1824

BHI Civic Infrastructure Partners, LLC
1 E. Broward Boulevard, #205W-303W
Fort Lauderdale, FL 33301



2 QUALIFYING PROJECT DETAILS

2.1 Project Need & Benefit

History

In late 2024, the Town took a bold step by demolishing their aging government complex that had served the community for many decades. This move was driven by the Town's need for updated administrative space and enhanced public safety infrastructure. More specifically, the old complex was becoming outdated and no longer able to efficiently meet the Town's administrative needs given its significant residential growth and luxury redevelopment over recent years.

Vision & Goals

1. Create a centralized public safety headquarters that consolidates command staff, specialized units, training functions, and support services into a single, highly efficient facility.
2. Enhance operational effectiveness by improving coordination, communication, and response capabilities through strategic space planning and functional adjacencies.
3. Provide a secure and resilient environment through hardened construction, advanced security systems, and protected operational areas designed to support continuous operations.
4. Separate public and secure functions to ensure safe, efficient circulation while maintaining appropriate levels of access control, privacy, and evidence security.
5. Support officer wellness and professional development by incorporating dedicated spaces for training, collaboration, fitness, and employee well-being.
6. Strengthen community engagement and transparency through welcoming public-facing spaces, accessible services, and civic features that foster public trust.
7. Deliver a flexible and future-ready facility capable of adapting to evolving technologies, operational requirements, and departmental growth over time.
8. Establish a landmark civic asset that reflects the municipality's commitment to public safety, organizational excellence, and long-term stewardship of public resources.





2.2 Project Overview

A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

Summarized Project Description

BHICIP's conceptual vision for the Project involves a centralized, state-of-the-art facility that unifies command staff, specialized units, and core support services under one cohesive and highly secure environment. Designed to serve as the operational backbone of the department, the headquarters accommodates administrative leadership, emergency response coordination, investigations, training, and evidence management, all while maintaining strict access control and efficient internal circulation. The facility design is carefully planned to separate public, staff, and secure functions, ensuring safety, privacy, and operational efficiency at all levels.

The building prioritizes resilience and long-term adaptability, incorporating advanced technology infrastructure, hardened construction, and sustainable design strategies to support continuous operations. Dedicated spaces for officer wellness, training, and collaboration further enhance functionality and staff performance. Thoughtful planning also ensures a balance between security and accessibility, with designated public areas that promote transparency and community engagement. Ultimately, the headquarters stands as a lasting civic investment, reflecting the Town's commitment to effective law enforcement, organizational excellence, and public trust.

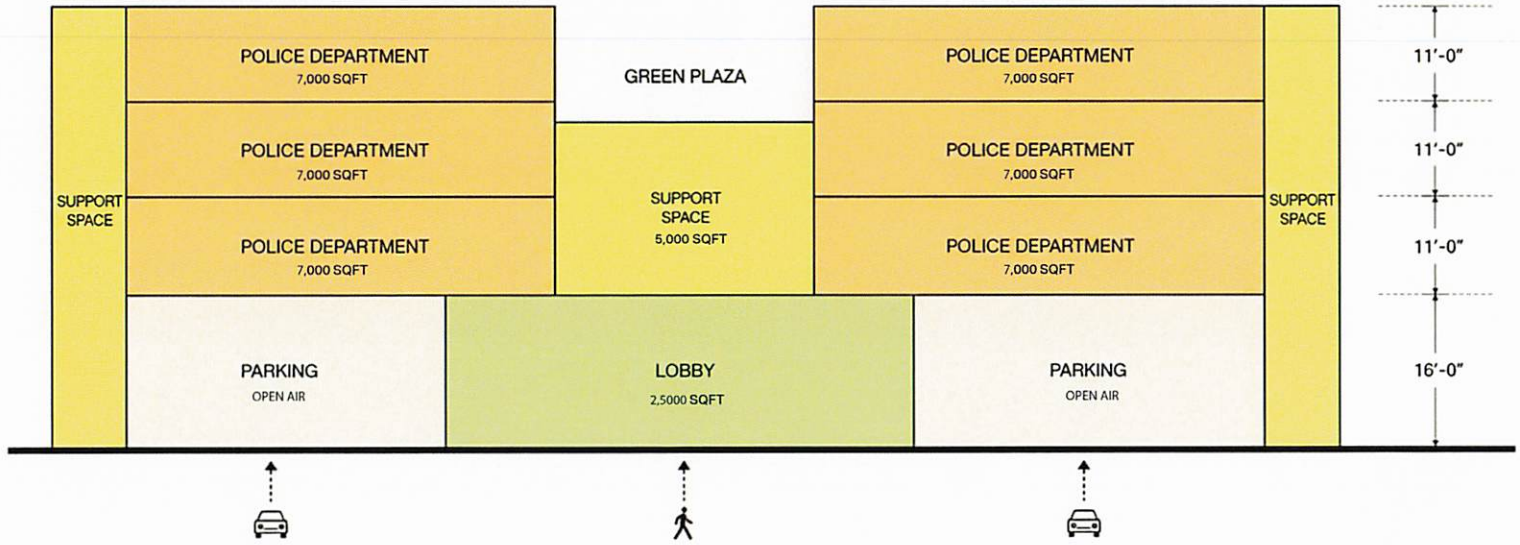
Space Program	
Component	Square Footage
Police Department	36,089
PD Parking	17,034
TOTALS	**53,123**

2.2 Project Overview *Continued*

STACKING DIAGRAM

LEGEND

- Police Department
- Lobby / Public
- Parking
- Support / Core
- Outdoor / Civic Space
- Parking Access
- Public Entry



SCALE (ELEVATION)

0' 10' 20' 40'

1" = 20'-0"

NOTES

- Floor-to-Floor Height: 11'-0" Typical (Police Department Levels)
- Ground Floor Height: 16'-0"
- All dimensions are approximate and subject to change
- Program areas and adjacencies are diagrammatic

N

2.3 Conceptual Designs

A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

CONCEPTUAL ARCHITECTURAL RENDERINGS

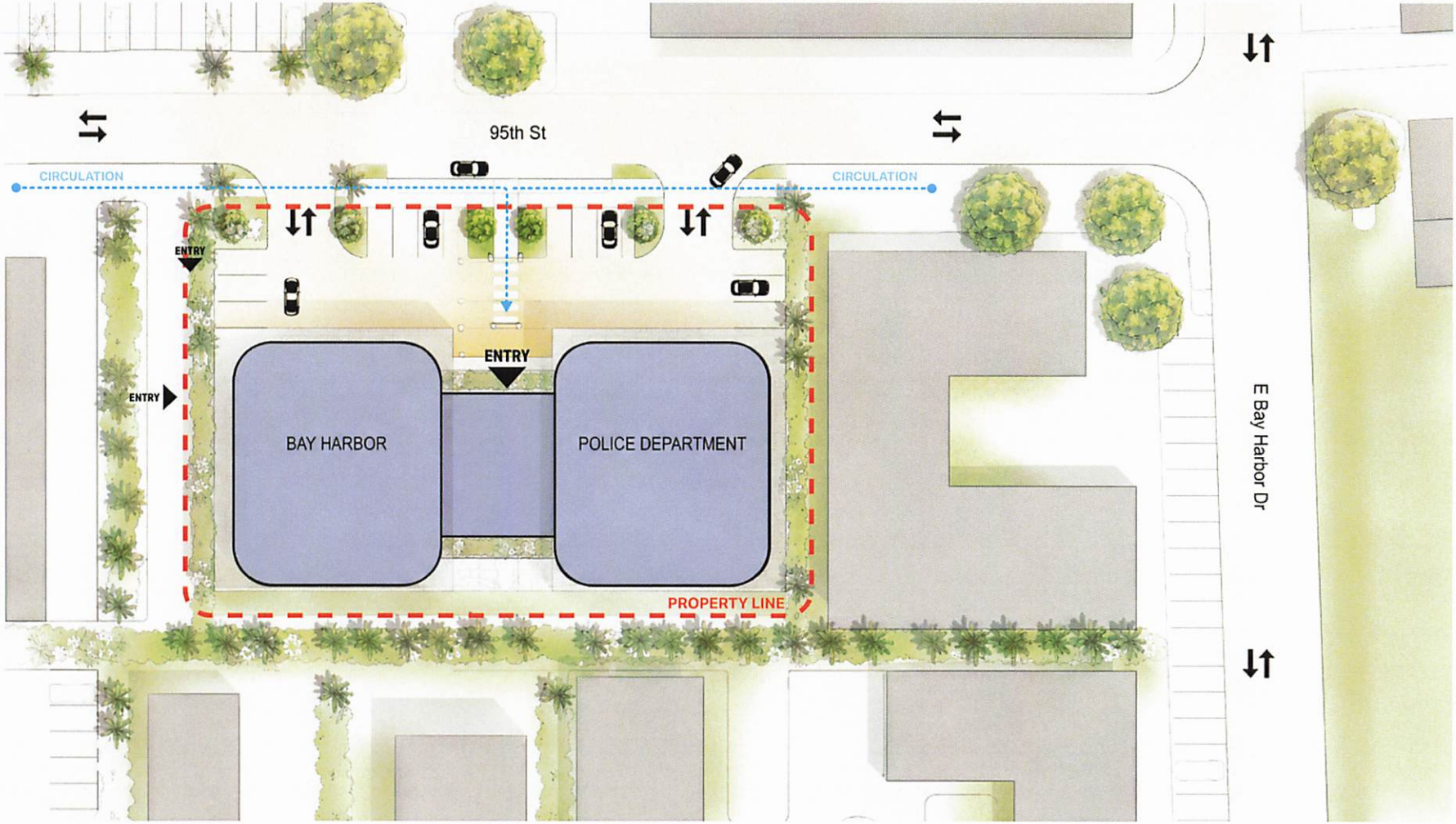






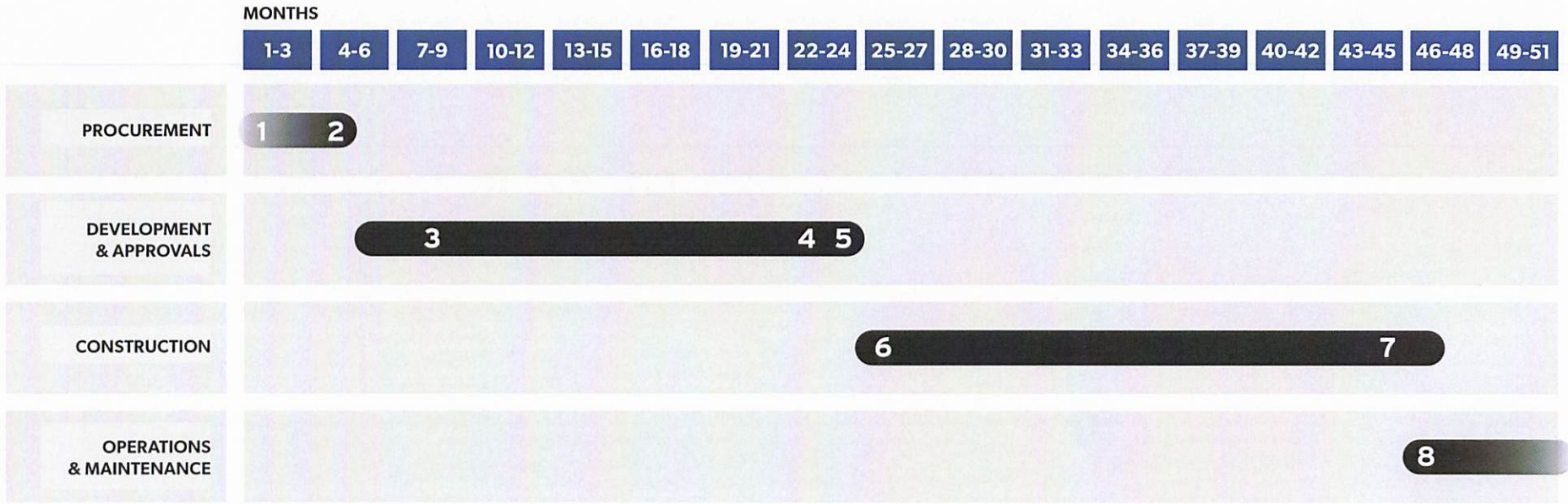
2.3 Conceptual Designs *Continued*

CONCEPTUAL SITE PLAN



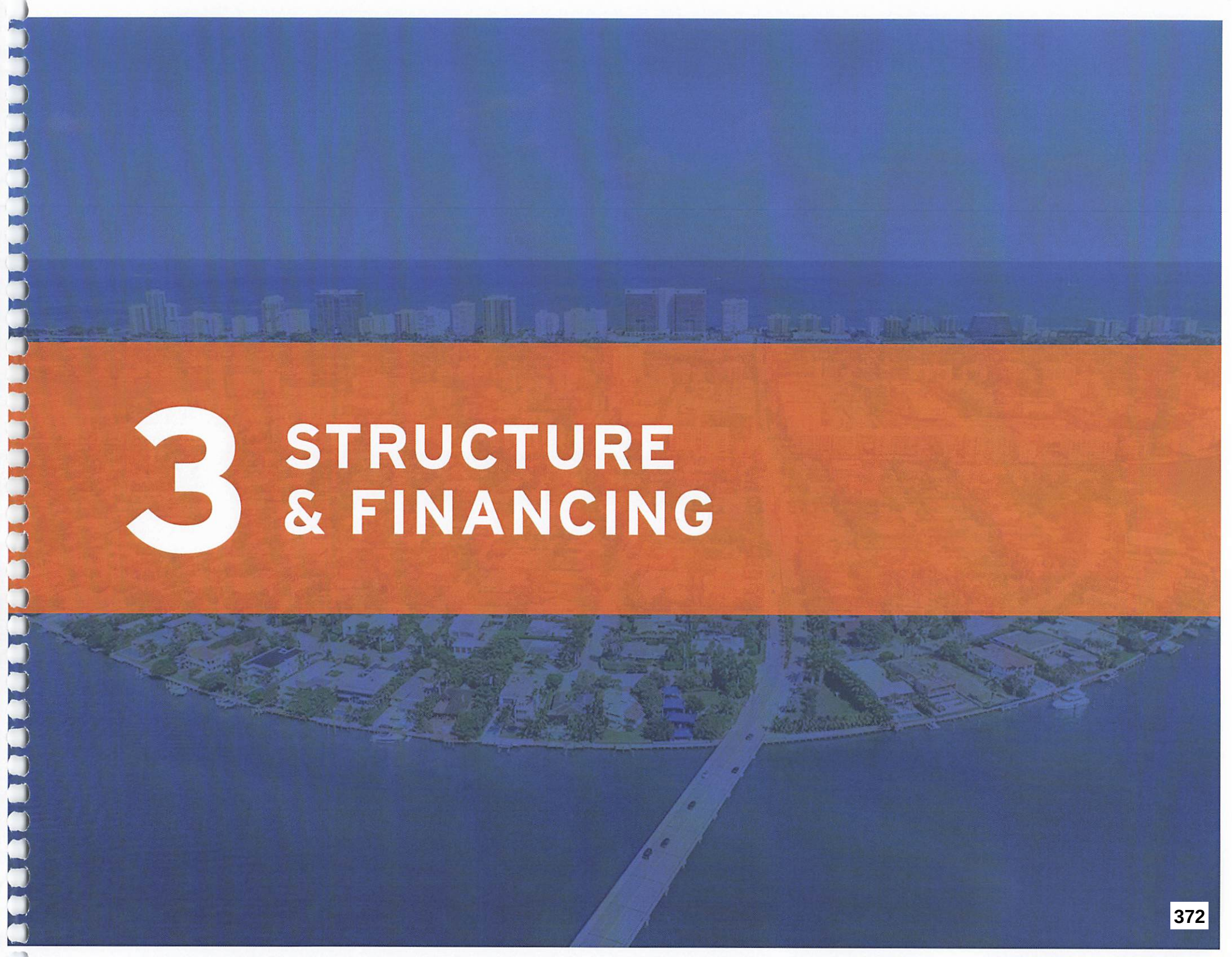
2.4 Development Timeline

A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

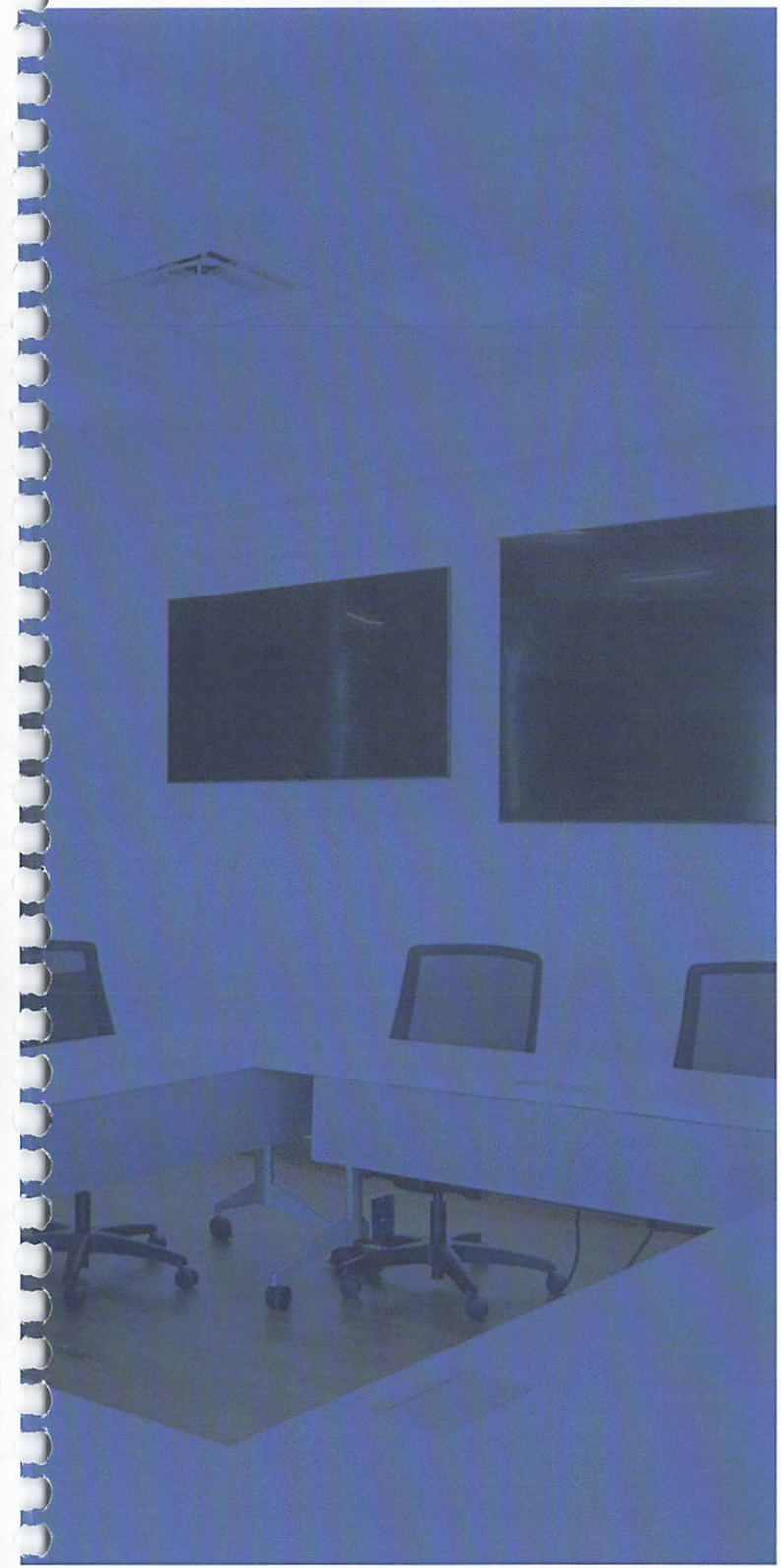


KEY MILESTONES

1. Town receipt of unsolicited proposal | **Month 1**
2. Town selection of development partner | **Month 4**
3. Town execution of interim agreement | **Month 8**
4. Town execution of comprehensive agreement | **Month 22**
5. Financial closing | **Month 24**
6. Commencement of project construction | **Month 25**
7. Substantial completion of project | **Month 45**
8. Town occupies new facility | **Month 46**

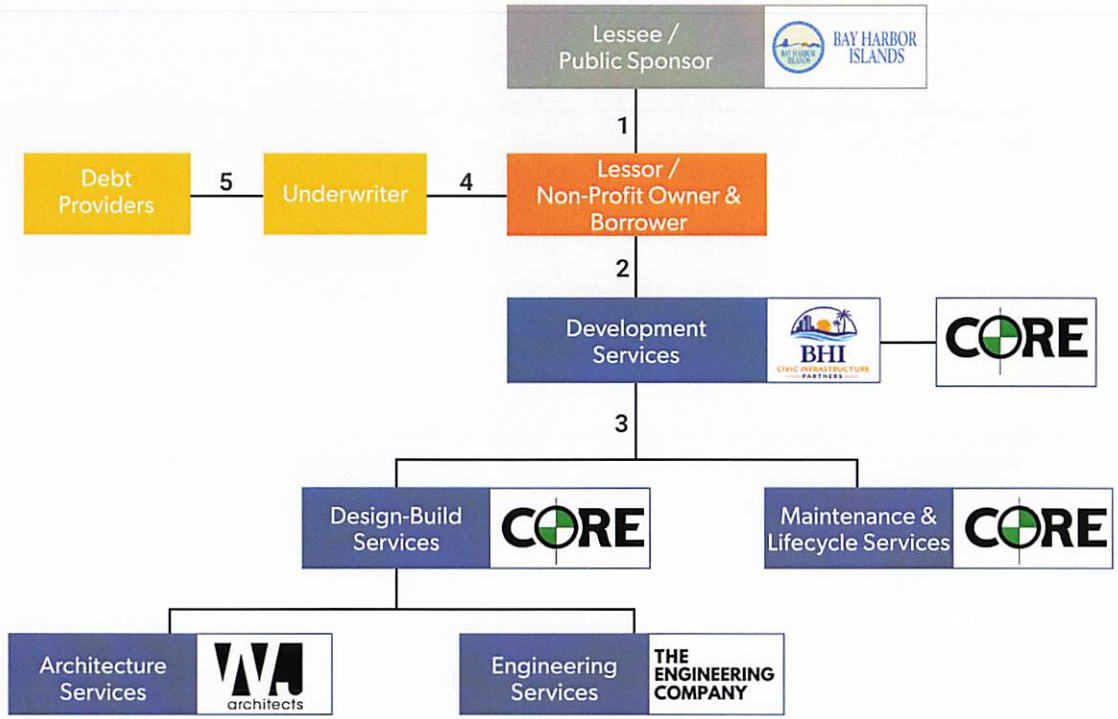


3 STRUCTURE & FINANCING



3.1 Development Structure

Our Development Consortium is proposing to use a design-build-finance-maintain (DBFM) development structure under a contract between the Town and a 501(c)(3) non-profit owner/borrower.



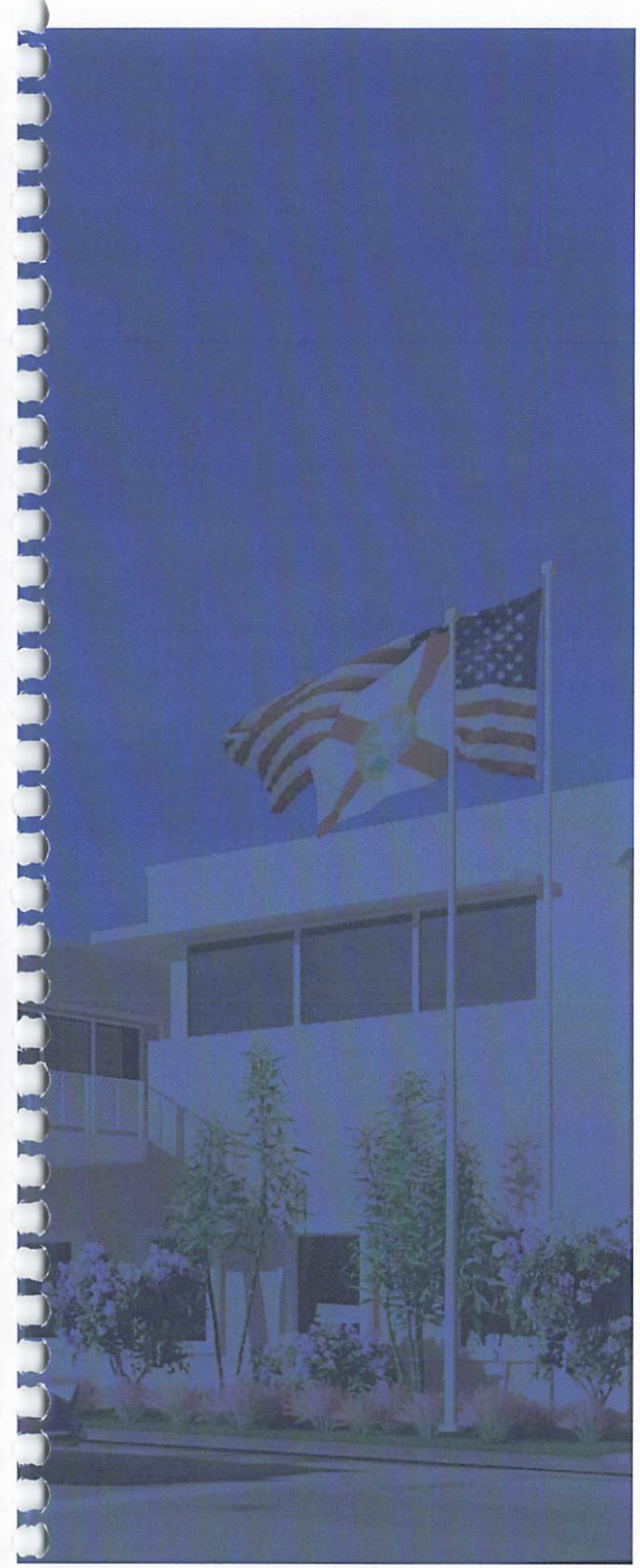
1 Town (as Lessee) and Non-Profit Owner/Borrower (as Lessor) enter into Interim and Comprehensive Agreements for the financing, design and construction, and ongoing maintenance of the Project, and to define the Non-Profit Owner/ Borrower's long-term leasehold interest in the underlying Town land.

2 Non-Profit Owner/Borrower enters into a Development Agreement with BHI Civic Infrastructure Partners (BHICIP) for turnkey development services.

3 BHICIP enters into separate contracts with professional service providers for design-build, maintenance, and legal services.

4 Tax-exempt debt is underwritten and issued through a conduit issuer.

5 Senior debt is purchased by institutional investors providing the Project with financing at an agreed upon maturity, amortization period and interest rate. After all debt has been retired, ownership of all improvements and land revert to the Town.



3.1 Development Structure *Continued*

DBFM Process Overview

To facilitate the expedited planning, development, and delivery of the new Town Hall, BHICIP is proposing the use of a two-phase contract process: (1) an Interim Agreement (IA)/Project Development Agreement (PDA) that is focused on jointly programming and developing the Project, followed by (2) a Comprehensive Agreement (CA)/Lease-Purchase Agreement that initiates Project construction and concludes with the long-term operations and maintenance of the asset congruent with the agreed-upon debt term.

This collaborative development and delivery approach establishes a true partnership between the Town and the Development Consortium from day one. In contrast to a traditional, non-P3 procurement, the Town maintains greater control of Project outcomes as a result of the collaborative nature of the IA/PDA—all while leveraging the DBFM expertise of the Development Consortium to achieve cost and schedule efficiencies as well as a feasible, holistic, and value-maximizing project solution. This relationship is conducive to interest alignment, transparency, collaboration, and expedited decision-making. As partners, BHICIP and the Town will work through all the necessary planning and pre-construction tasks for the Project under the IA/PDA. Throughout this process, the Town will have full transparency into Project development activities and costs, retain full decision-making authority, and maintain flexibility regarding Project viability and consistency with Town objectives.

Under the P3 DBFM delivery framework, the developer will manage all key discipline contractors (i.e., design, construction and maintenance) to result in a turnkey Project delivery across all stages of development, from legal structuring and financing, to design and construction, to long-term maintenance and lifecycle considerations. The end result provides the Town with budget and performance certainty, compared to traditional delivery models that result in cost overruns and deferred maintenance.

3.2 Financing & Payments

The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

INDICATIVE LEASE SUMMARY

Cost Totals By Category	Amount
Design-Build	$36,872,698.00
Development	$3,657,786.33
Land (N/A)	$0.00 [1]
Maintenance (Optional Add)	$0.00
Financing	$5,107,371.41
Total Project Cost	**$45,637,855.74 [2]**

Summary of Annual Lease Payment	Amount
Total Amount Financed	$45,637,855.74
Interest Rate	4.70% [3]
Debt Term	30
Total Building Acerage	0.70
Total Building Square Footage	53,123
Annual Lease Payment	**$2,868,062.15**
Annual Cost/SF	**$53.99**

SOURCES AND USES

Sources of Funds	Amount
Bond Par	$43,355,962.95
Premium/(Discount)	$2,281,892.79
Sources of Funds Total	**$45,637,855.74**

Uses of Funds	Amount
Project Fund	$40,530,484.33
Capitalized Interest During Construction	$1,428,699.57
1-Year Debt Service Reserve	$2,868,062.15
Issuance Costs	$802,503.59
Additional Proceeds	$8,106.10
Uses of Funds Total	**$45,637,855.74**

Footnotes:
(1) If selected, annual costs associated with the maintenance reserve fund will be added to the total annual lease payment. (Reference next page.)
(2) Total project cost is indicative and based on a conceptual design and associated cost estimate and is subject to change based on affordability and direction by the Town.
(3) Interest rate is indicative and subject to change. Tax exemption and a flat rate have been assumed, however, a taxable tail may be required in order to fund expenses such as the maintenance reserve fund.

3.2 Financing & Payments *Continued*

The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

OPTIONAL MAINTENANCE RESERVE FUND

Maintenance: Hard/Lifecycle Services	Amount
Reserve Amount/SF	$1.50
1st -Year Reserve	$79,684.50
Escalation Rate	3.00%
Total Maintenance: Hard/Lifecycle Services w/ 3% Escalation	**$3,791,023.21**
Averaged Annual Reserve	**$126,367.44**

Maintenance: Soft Services	Amount	
Janitorial	$1.25/SF	$2,051,875.88
Security	$1.50/SF	$2,462,251.05
Groundskeeping	$0.25/SF	$410,375.18
Support Services	$0.25/SF	$410,375.18
Pest Control	$0.15/SF	$246,225.11
Total Maintenance: Soft Services w/ 3% Escalation	**$5,581,102.38**	
Averaged Annual Reserve	**$186,036.75**	

Footnotes:
(1) If selected, annual costs associated with the maintenance reserve fund will be added to the total annual lease payment.

BHI
CIVIC INFRASTRUCTURE
PARTNERS

A BOLD VISION FOR BAY HARBOR ISLANDS.



BHI
CIVIC INFRASTRUCTURE
PARTNERS

UNSOLICITED PUBLIC-PRIVATE PARTNERSHIP PROPOSAL

GOVERNMENT COMPLEX



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3 Structure & Financing

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3.2 Financing & Payments

BHI
CIVIC INFRASTRUCTURE
PARTNERS



1 EXECUTIVE SUMMARY

1.1 Statement of Interest

Mayor Isaac Salver
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Council Member Robert H. Yaffe
Council Member Joshua D. Fuller
Council Member Elchonon Shagalov
Council Member Eric Rappaport
Council Member Molly Diallo

1030 95th Street
Bay Harbor Islands, FL 33154

Re: Unsolicited Public-Private Partnership Proposal - Government Complex

Dear Members of the Town Council:

On behalf of our entire team at BHI Civic Infrastructure Partners, LLC (the "Development Consortium" or "BHICIP"), we are pleased to submit this unsolicited proposal to Bay Harbor Islands (the "Town" or "BHI") for a Public-Private Partnership ("P3") to design, build, finance and maintain a new, full-service Town Hall and Police Headquarters (the "Project"). As you review the detailed components of our proposal, we highlight the following advantages of partnering with our team on this generational endeavor:

TURNKEY DELIVERY ENSURING SPEED TO MARKET | By leveraging private-sector efficiency and true collaboration across every stage of development—from legal and financial structuring, to construction execution, to ongoing maintenance and life-cycle reinvestment—our Development Consortium will deliver your Project faster than traditional procurement and without compromising safety, quality or aesthetics.

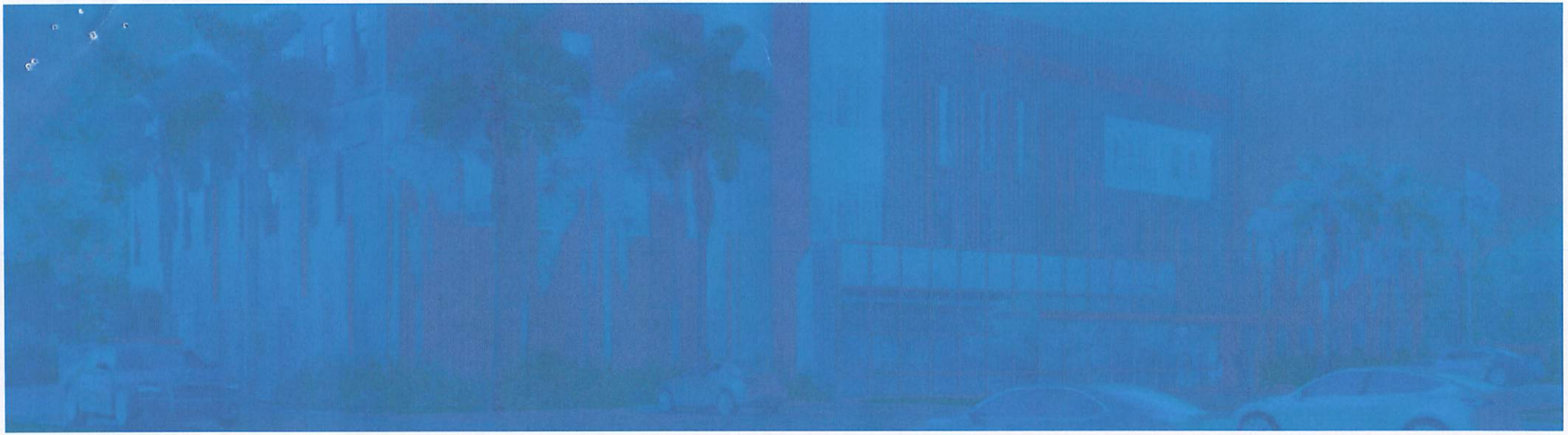
FLEXIBLE FINANCING THAT MEETS YOU WHERE YOU ARE | Our Development Consortium believes that financing options should adapt to a client's fiscal reality rather than forcing them into a rigid structure. Instead of offering a one-size-fits-all approach, we will collaborate with BHI's finance team and municipal advisors to create a tailored finance solution that reflects the Town's priorities and affordability thresholds. We will look to spread costs out over time, thus minimizing the impact on BHI's annual budget, and above all, we will aim to provide a transparent, "best value" option that protects taxpayers and positions the Town for long-term success.

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We are truly humbled to have the potential opportunity to partner with the Town in developing and delivering this highly essential municipal infrastructure Project, and thank you in advance for your careful and thorough consideration of our proposal.

Sincerely,

Cody Kiess, Managing Partner
BHI Civic Infrastructure Partners, LLC



1.2 Statutory Compliance

The name and address of a person who may be contacted for additional information concerning the proposal.

Statutory Authority

This unsolicited proposal, for the development, delivery and ongoing maintenance of a new, ground-up, Town Hall and a new Police Headquarters located in Bay Harbor Islands, FL, is hereby submitted to the Town pursuant to Florida Statute §255.065 ("the Florida P3 Law").

This proposal includes comprehensive plans for the delivery of two turnkey municipal facilities, including proposed architectural renderings and site plans, development timelines, and an anticipated structured financing approach. The Florida P3 Law authorizes private entities to submit unsolicited proposals for qualifying public infrastructure projects. This P3 proposal is fully compliant with the state statute, serves a clear public purpose, and will result in a high-quality facility to be operated by the Town for public use.

Through this unique partnership, the Town will recognize a number of meaningful efficiencies, such as a simplified procurement process, unparalleled design and construction coordination, and long-term risk transfer associated with ongoing maintenance of the newly constructed facility. The net result will be a modern, occupancy-ready building, delivered on a reduced timeline and utilizing a financial structure that is in alignment with available Town resources.

Application Fee

We are hereby accompanying our proposal with a check in the amount of $10,000.00 for the purpose of administrative review and processing.

Primary Contact

Cody Kiess, Managing Partner
Email: codykiess@coreconstruction.com
Phone: 954-206-1824

BHI Civic Infrastructure Partners, LLC
1 E. Broward Boulevard, #205W-303W
Fort Lauderdale, FL 33301

1.3 Summarized Project Description

BHICIP would initially like to present two different concepts for the Town to consider:

Concept 1 | Combined Government Complex (Town Hall And Police Department)

(Combined Town Hall and Police Department)



Concept 2A | Mixed-Use Government Complex (Town Hall And Retail Space)

(Town Hall and Retail Space)



Concept 2B | Mixed-Use Government Complex (Police Department)

(Standalone Police Department)





2 QUALIFYING PROJECT DETAILS

2.1 Project Need & Benefit

History

In late 2024, the Town took a bold step by demolishing their aging government complex that had served the community for many decades. This move was driven by the Town's need for updated administrative space and enhanced public safety infrastructure. More specifically, the old complex was becoming outdated and no longer able to efficiently meet the Town's administrative needs given its significant residential growth and luxury redevelopment over recent years.

Vision & Goals for the Town Hall

1. *Civic Transparency & Accessibility* - Create visually open and welcoming spaces that promote trust in government operations. Provide intuitive wayfinding and ADA-compliant access throughout the facility. Encourage public interaction through visible council chambers and shared spaces.

2. *Community Engagement & Flexibility* - Incorporate multipurpose rooms for public meetings, events, and community programming. Design indoor and outdoor gathering spaces including terraces or plazas. Allow for flexible layouts that can adapt to evolving municipal needs.

3. *Climate Responsiveness & Resilience* - Design for South Florida's climate with shading, passive cooling, and storm resilience. Elevate and harden critical systems to address flooding and hurricane risks. Integrate durable, low-maintenance materials suited for coastal environments.

4. *Sustainability & Efficiency* - Target high-performance building systems to reduce energy and water consumption. Incorporate natural daylighting to minimize artificial lighting needs. Explore opportunities for renewable energy and green infrastructure.

5. *Strong Civic Identity* - Establish a recognizable architectural presence that reflects the Town's values and evolving, modern design aesthetic. Integrate public art, signage, and landscape elements that reinforce local culture. Design a building that becomes a source of pride and a visual anchor for the community.

6. *Pedestrian-Friendly, Mixed-Use Site Design* - Prioritize walkability with safe, accessible pathways and connections to surrounding areas. Activate the ground level with retail opportunities, and complementary landscaping.

7. *Operational Efficiency* - Organize departments for efficient workflow and public service delivery. Incorporate secure zones for staff while maintaining public accessibility. Plan for future growth and technological integration.

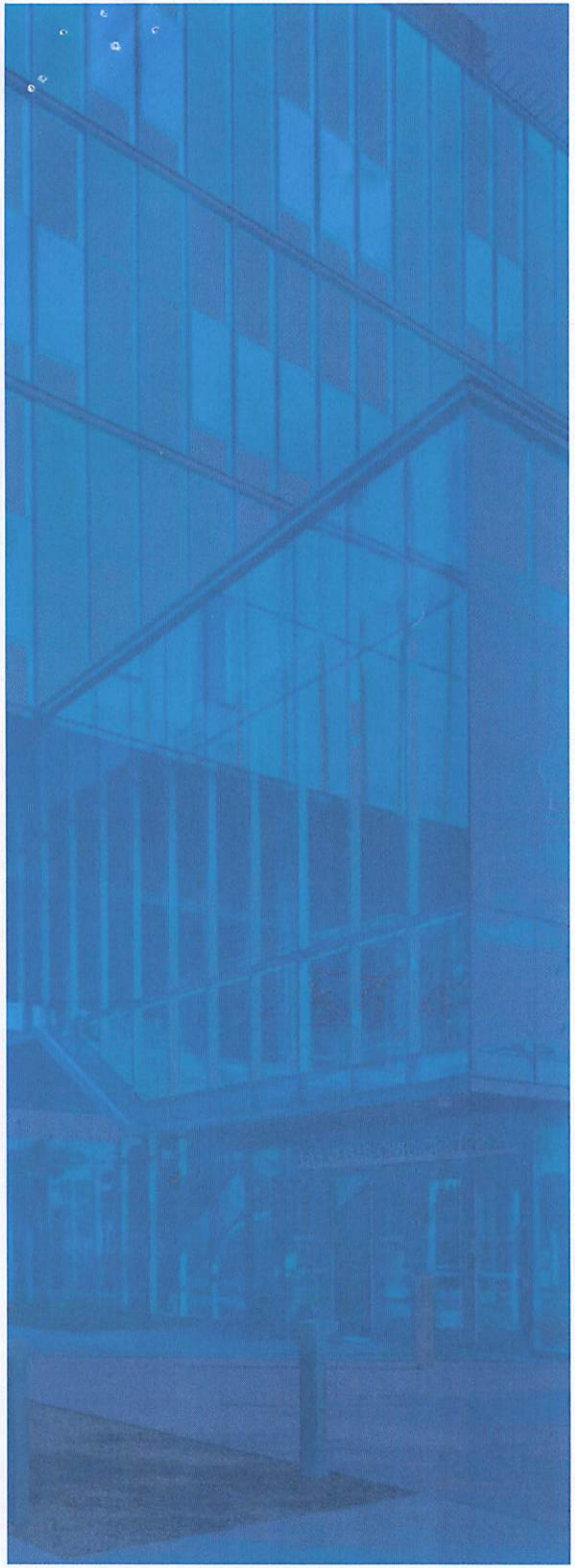
8. *Safety & Security* - Balance openness with appropriate security measures for staff and visitors. Design clear zones for public, semi-public, and private functions. Integrate modern safety systems without compromising the welcoming environment.

2.1 Project Need & Benefit *Continued*

Vision & Goals for the Police Headquarters

1. Create a centralized public safety headquarters that consolidates command staff, specialized units, training functions, and support services into a single, highly efficient facility.
2. Enhance operational effectiveness by improving coordination, communication, and response capabilities through strategic space planning and functional adjacencies.
3. Provide a secure and resilient environment through hardened construction, advanced security systems, and protected operational areas designed to support continuous operations.
4. Separate public and secure functions to ensure safe, efficient circulation while maintaining appropriate levels of access control, privacy, and evidence security.
5. Support officer wellness and professional development by incorporating dedicated spaces for training, collaboration, fitness, and employee well-being.
6. Strengthen community engagement and transparency through welcoming public-facing spaces, accessible services, and civic features that foster public trust.
7. Deliver a flexible and future-ready facility capable of adapting to evolving technologies, operational requirements, and departmental growth over time.
8. Establish a landmark civic asset that reflects the municipality's commitment to public safety, organizational excellence, and long-term stewardship of public resources.





2.2 Project Overview

A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

Concept 1 | Combined Government Complex (Town Hall And Police Department)

BHICIP's conceptual vision for the Project is a modern, multi-story civic complex that combines the Town Hall and Police Department into a single, cohesive facility designed to promote operational efficiency, resilience, and public engagement. The architecture reflects a contemporary South Florida aesthetic, featuring a rounded concrete structure with lush greenery accents, a hurricane-resistant glass façade, and warm natural materials that create an inviting yet secure civic presence. The building emphasizes transparency through highly visible public spaces while thoughtfully separating public, administrative, and secure law enforcement functions to ensure safety, privacy, and efficient operations.

The facility is designed to accommodate municipal leadership, public services, police administration, emergency response coordination, investigations, training, evidence management, and staff support services within one integrated campus. Dedicated public gathering areas, pedestrian-friendly landscaping, wide sidewalks, and a welcoming main entrance reinforce accessibility and community connection, while advanced technology infrastructure, hardened construction, sustainable design strategies, and flexible interior spaces support long-term adaptability and continuous operations. Together, the combined civic complex serves as a lasting investment that reflects the Town's commitment to exceptional public service, transparency, and public safety.

Concept 2A | Mixed-Use Government Complex (Town Hall And Retail Space)

BHICIP's conceptual vision for the Project involves a multi-story structure that features a clean, contemporary, South Florida architectural language defined by a rounded concrete structure with greenery accents, and a hurricane-resistant glass façade, both complemented by warm, natural finish materials throughout. The building emphasizes openness and accessibility, with highly visible interior spaces that showcase public activity and reinforce civic transparency. A shaded rooftop terrace or upper-level gathering space introduces opportunities for public events and outdoor use, while the ground floor is activated with a clearly defined entrance, pedestrian-friendly landscaping, and street-level mixed-use retail engagement. The site design integrates lush, tropical landscaping and wide sidewalks, enhancing the pedestrian experience and complementing the surrounding urban context. A prominent flag display and clear building signage reinforce its civic identity. Overall, the project reflects a forward-looking municipal facility that balances functionality, sustainability, and community presence.

Concept 2B | Mixed-Use Government Complex (Police Department)

BHICIP's conceptual vision for the Project involves a centralized, state-of-the-art facility that unifies command staff, specialized units, and core support services under one cohesive and highly secure environment. Designed to serve as the operational backbone of the department, the headquarters accommodates administrative leadership, emergency response coordination, investigations, training, and evidence management, all while maintaining strict access control and efficient internal circulation. The facility design is carefully planned to separate public, staff, and secure functions, ensuring safety, privacy, and operational efficiency at all levels.

The building prioritizes resilience and long-term adaptability, incorporating advanced technology infrastructure, hardened construction, and sustainable design strategies to support continuous operations. Dedicated spaces for officer wellness, training, and collaboration further enhance functionality and staff performance. Thoughtful planning also ensures a balance between security and accessibility, with designated public areas that promote transparency and community engagement. Ultimately, the headquarters stands as a lasting civic investment, reflecting the Town's commitment to effective law enforcement, organizational excellence, and public trust.

2.2 Project Overview and Conceptual Designs *Continued*

CONCEPTUAL ARCHITECTURAL RENDERINGS | CONCEPT 1 - COMBINED GOVERNMENT COMPLEX (TOWN HALL AND POLICE DEPARTMENT)

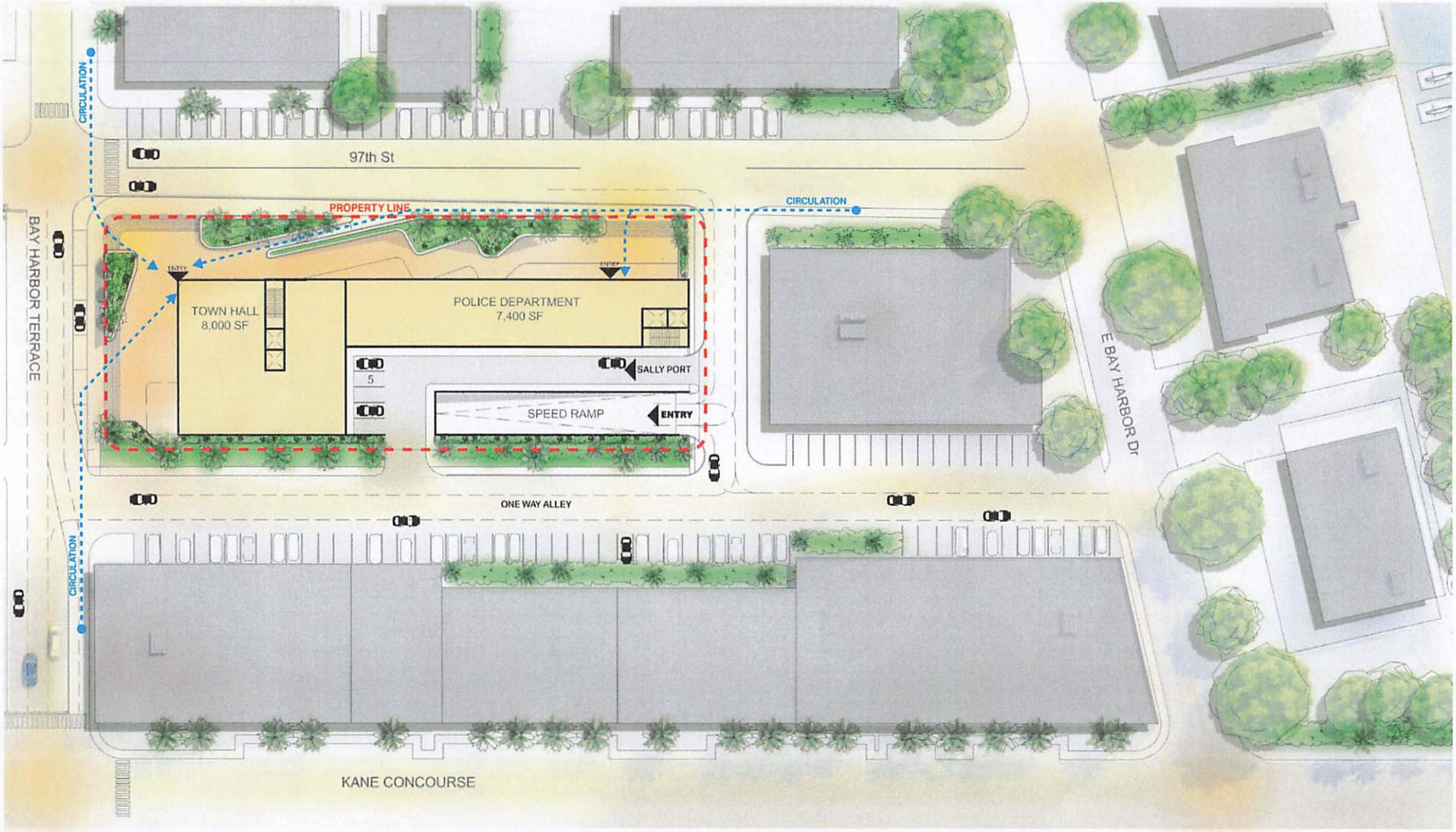






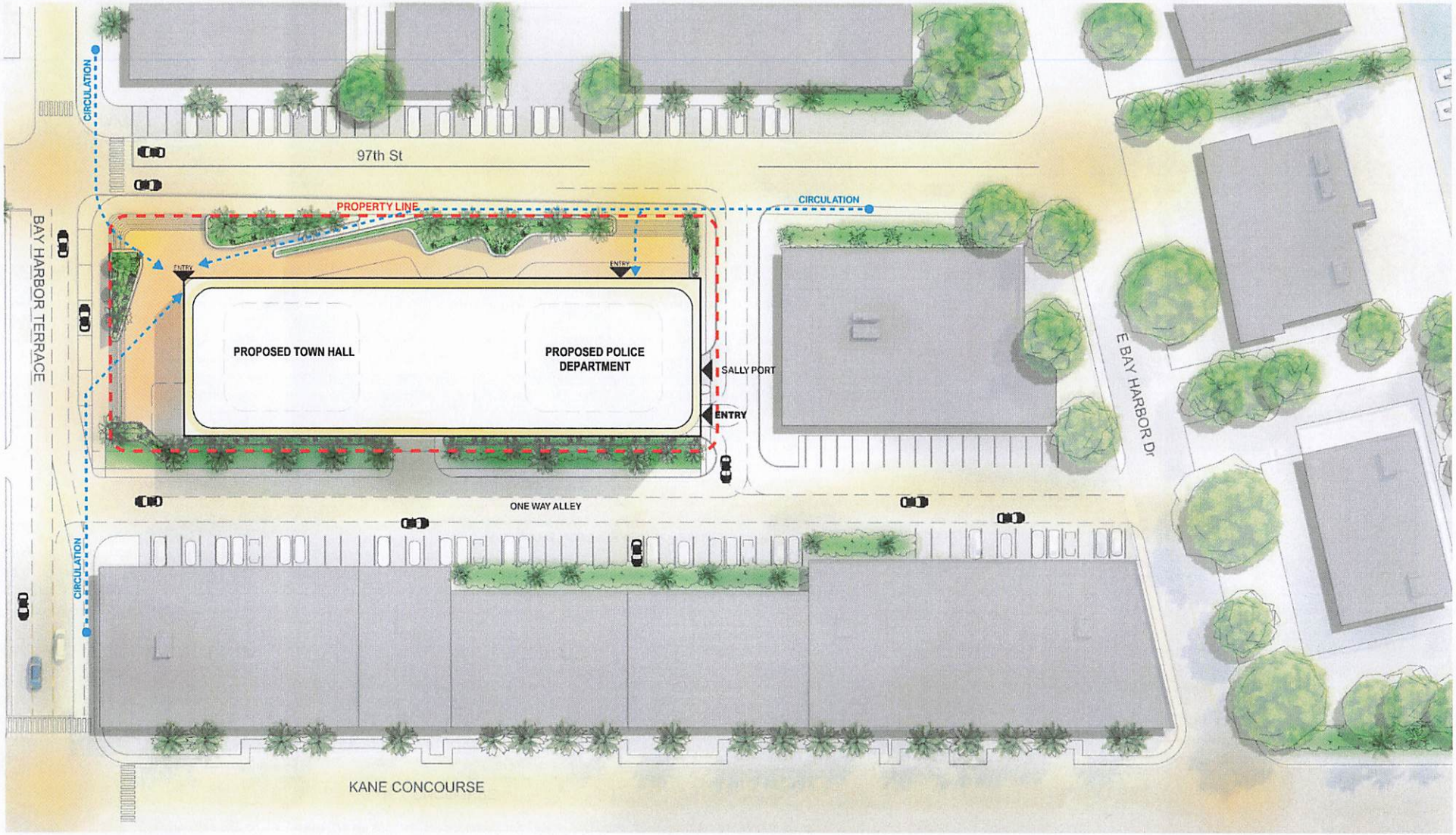
2.2 Project Overview and Conceptual Designs *Continued*

CONCEPTUAL SITE PLAN | CONCEPT 1 - COMBINED GOVERNMENT COMPLEX (TOWN HALL AND POLICE DEPARTMENT)



2.2 Project Overview and Conceptual Designs *Continued*

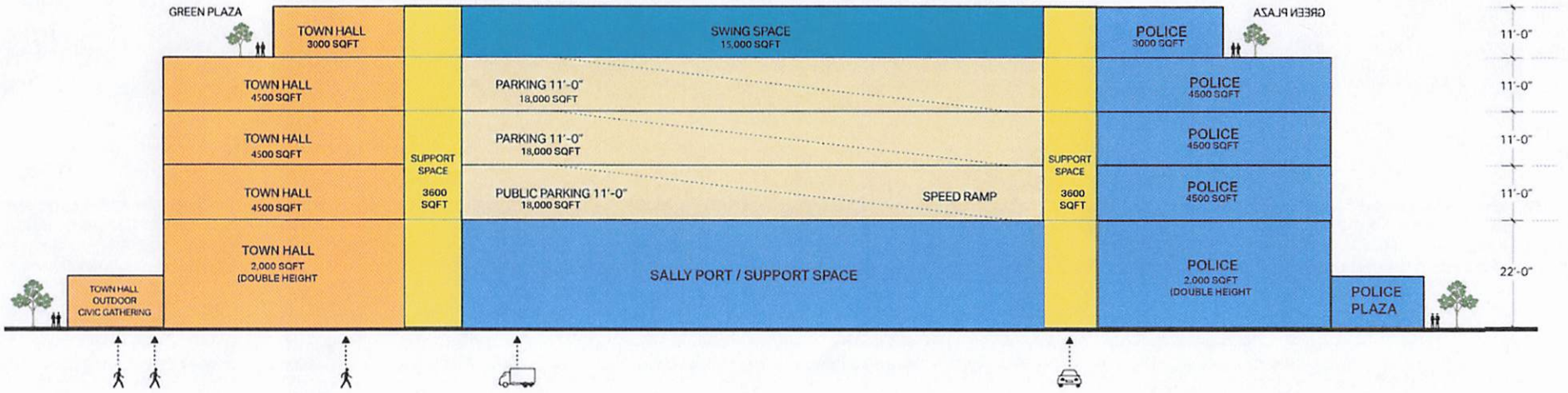
CONCEPTUAL SITE PLAN (ROOF) | CONCEPT 1 - COMBINED GOVERNMENT COMPLEX (TOWN HALL AND POLICE DEPARTMENT)



2.2 Project Overview and Conceptual Designs *Continued*

STACKING DIAGRAM | CONCEPT 1 - COMBINED GOVERNMENT COMPLEX (TOWN HALL AND POLICE DEPARTMENT)

PROGRAM DIAGRAM



SCALE (ELEVATION)

0' 10' 20' 40'

1" = 20'-0"

PROGRAMATIC DISCRIPTION

Level 1
Double-height Town Hall and Police Department lobbies provide public-facing civic and public safety services. The central portion of the floor contains the Police Department Sally Port and support spaces, with civic gathering areas and plazas extending the public realm on both ends of the building.

Level 2
Town Hall administrative offices and Police Department offices flank a structured parking level. Support cores provide secure circulation and access between program areas.

Level 3
Additional Town Hall and Police Department office space surrounds the structured parking garage, supporting day-to-day municipal and public safety operations.

Level 4
Town Hall and Police Department departments continue on this level, with structured parking centrally located and connected by the internal speed ramp system.

Level 5
A 15,000 SF Swing Space occupies the majority of the level, providing flexibility for future municipal growth, departmental expansion, or community uses. Dedicated Town Hall and Police Department spaces remain located at each end of the floor.

Roof / Public Realm
Town Hall and Police plazas create outdoor gathering spaces that reinforce the civic identity of the building and provide opportunities for community engagement.

NOTES

- Floor-to-Floor Height: 11'-0" Typical (Parking Levels)
- Ground Floor Height: 22'-0"
- All dimensions are approximate and subject to change
- Program areas and adjacencies are diagrammatic

LEGEND

- Town Hall / Civic
- Public / Market
- Parking
- Support / Core
- Outdoor / Civic Space
- Swing Space
- POLICE

N

2.2 Project Overview and Conceptual Designs *Continued*

CONCEPTUAL ARCHITECTURAL RENDERINGS | CONCEPT 2A - MIXED-USE GOVERNMENT COMPLEX (TOWN HALL AND RETAIL SPACE)

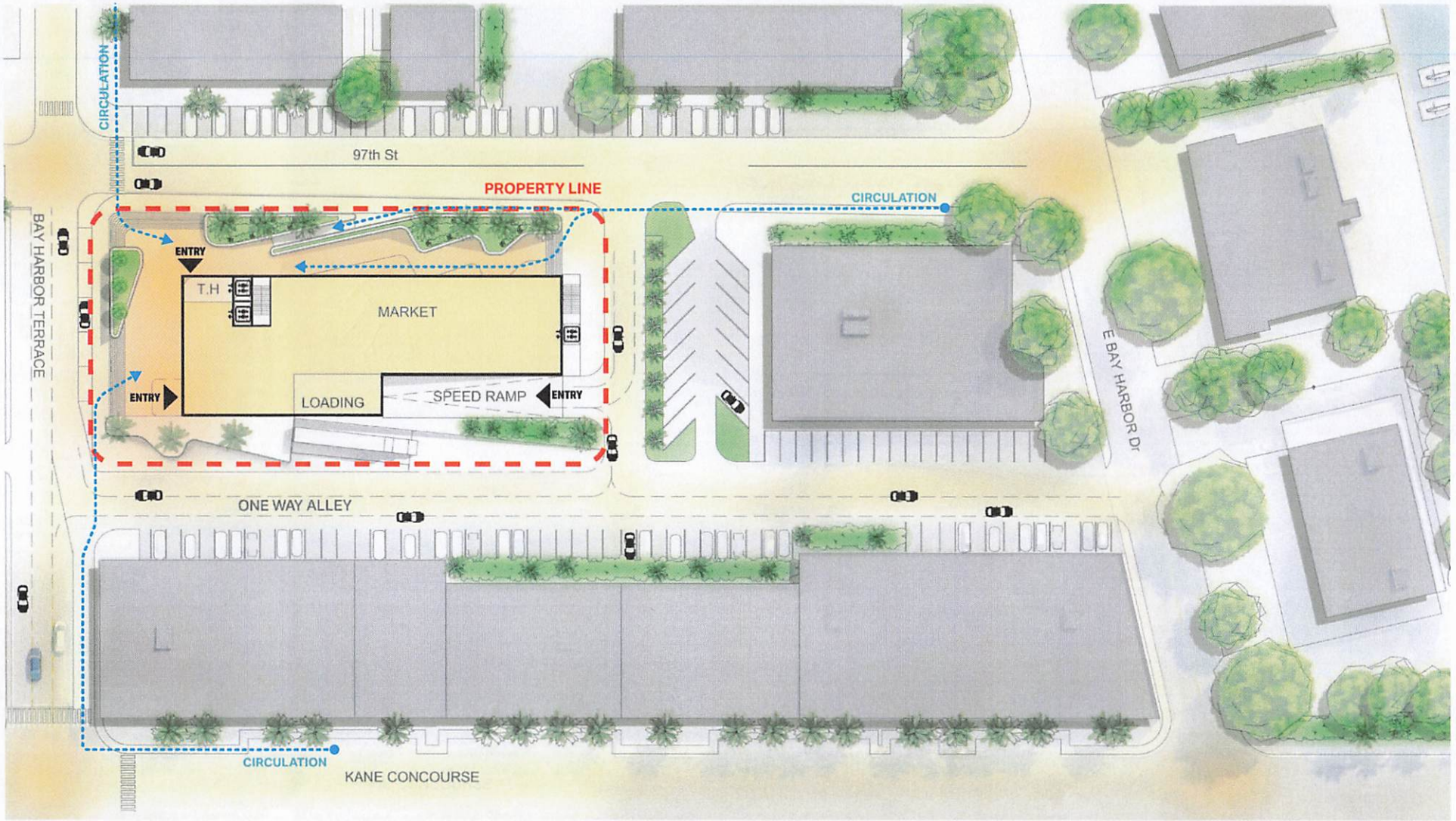






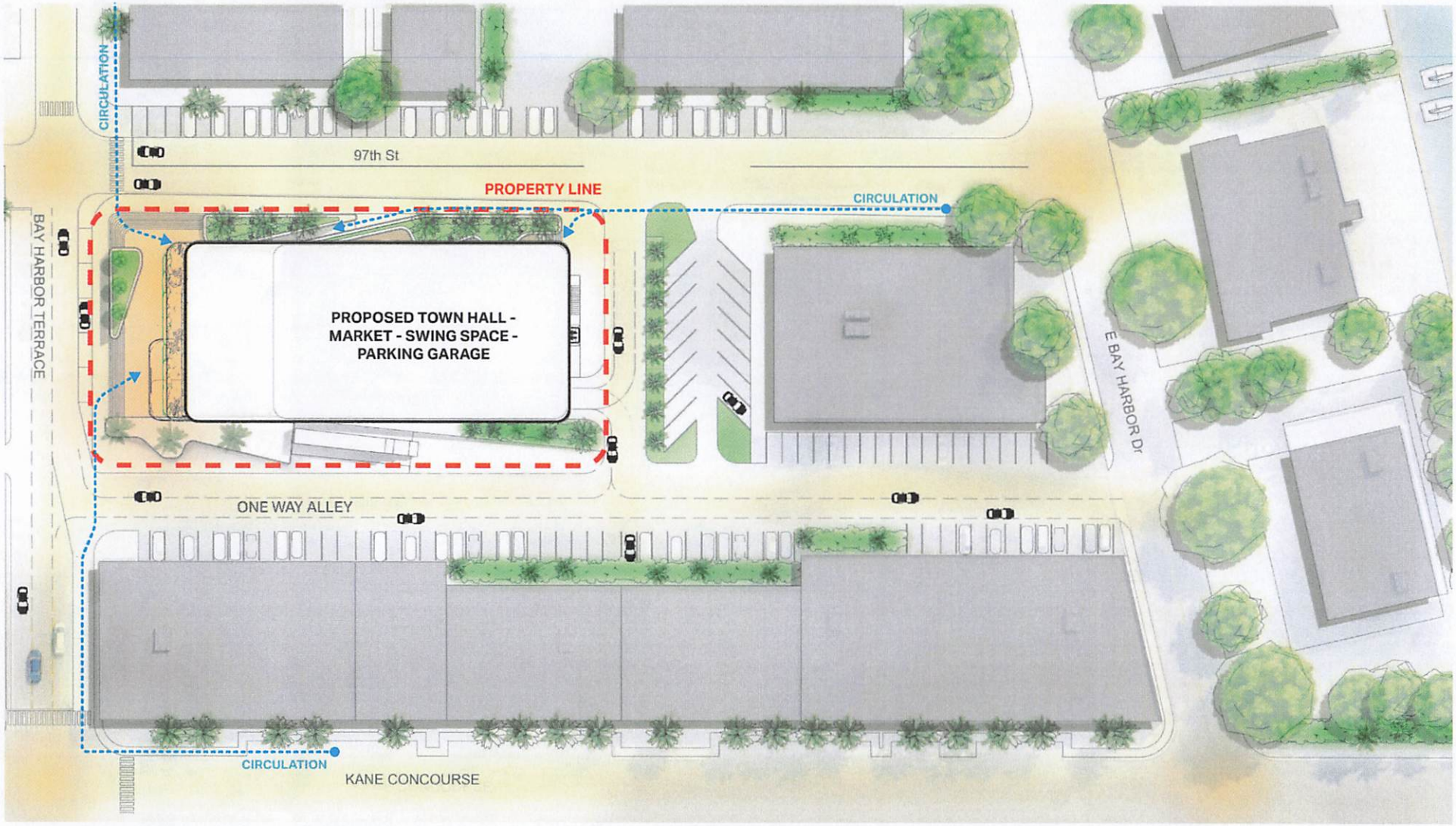
2.2 Project Overview and Conceptual Designs *Continued*

CONCEPTUAL SITE PLAN | CONCEPT 2A - MIXED-USE GOVERNMENT COMPLEX (TOWN HALL AND RETAIL SPACE)



2.2 Project Overview and Conceptual Designs *Continued*

CONCEPTUAL SITE PLAN (ROOF) | CONCEPT 2A - MIXED-USE GOVERNMENT COMPLEX (TOWN HALL AND RETAIL SPACE)



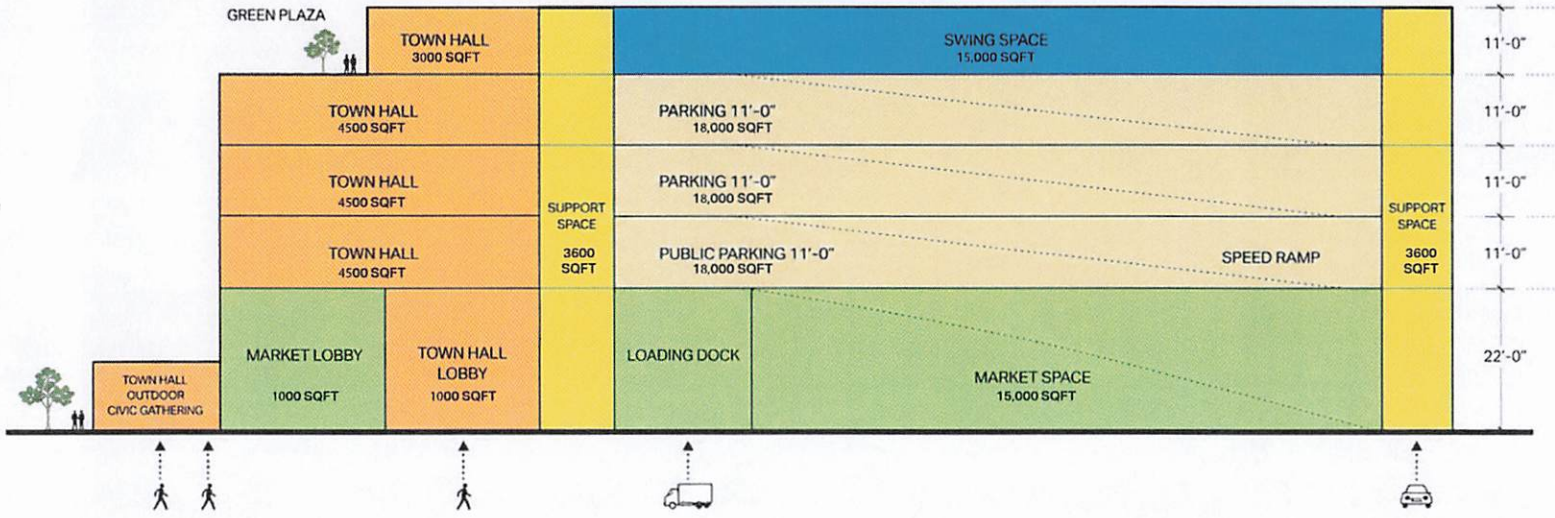
2.2 Project Overview and Conceptual Designs *Continued*

STACKING DIAGRAM | CONCEPT 2A - MIXED-USE GOVERNMENT COMPLEX (TOWN HALL AND RETAIL SPACE)

PROGRAM DIAGRAM

LEGEND

- Town Hall / Civic
- Public / Market
- Parking
- Support / Core
- Outdoor / Civic Space
- Swing Space
- Parking Access
- Loading Access
- Public Entry
- Vehicular Ramp



SCALE (ELEVATION)

0' 10' 20' 40'

1" = 20'-0"

PROGRAMATIC DISCRIPTION

Level 1: (1) Civic Lobby: An atrium space serving as a community gallery and info center for Town services. (2) Retail Marketplace: A high-end grocer with an indoor/outdoor café seating area.

Level 2: (1) Service Center (High-Traffic Services): Permitting, licensing, and utility billing desks designed with a "concierge" approach to minimize wait times.

Levels 3–4: (1) Municipal Operations & Departmental Offices: Flexible, open-plan workspaces for urban planning, public works, and administrative staff. (2) Employee Wellness: Shared breakrooms and green terraces to support city staff.

Level 5: (1) Council Chambers & Public Commons: A state-of-the-art council chamber overlooking the Town to symbolize transparency. (2) Rooftop Garden: A public-accessible green space for community events and town halls.

NOTES

- Floor-to-Floor Height: 11'-0" Typical (Parking Levels)
- Ground Floor Height: 22'-0"
- All dimensions are approximate and subject to change
- Program areas and adjacencies are diagrammatic

N

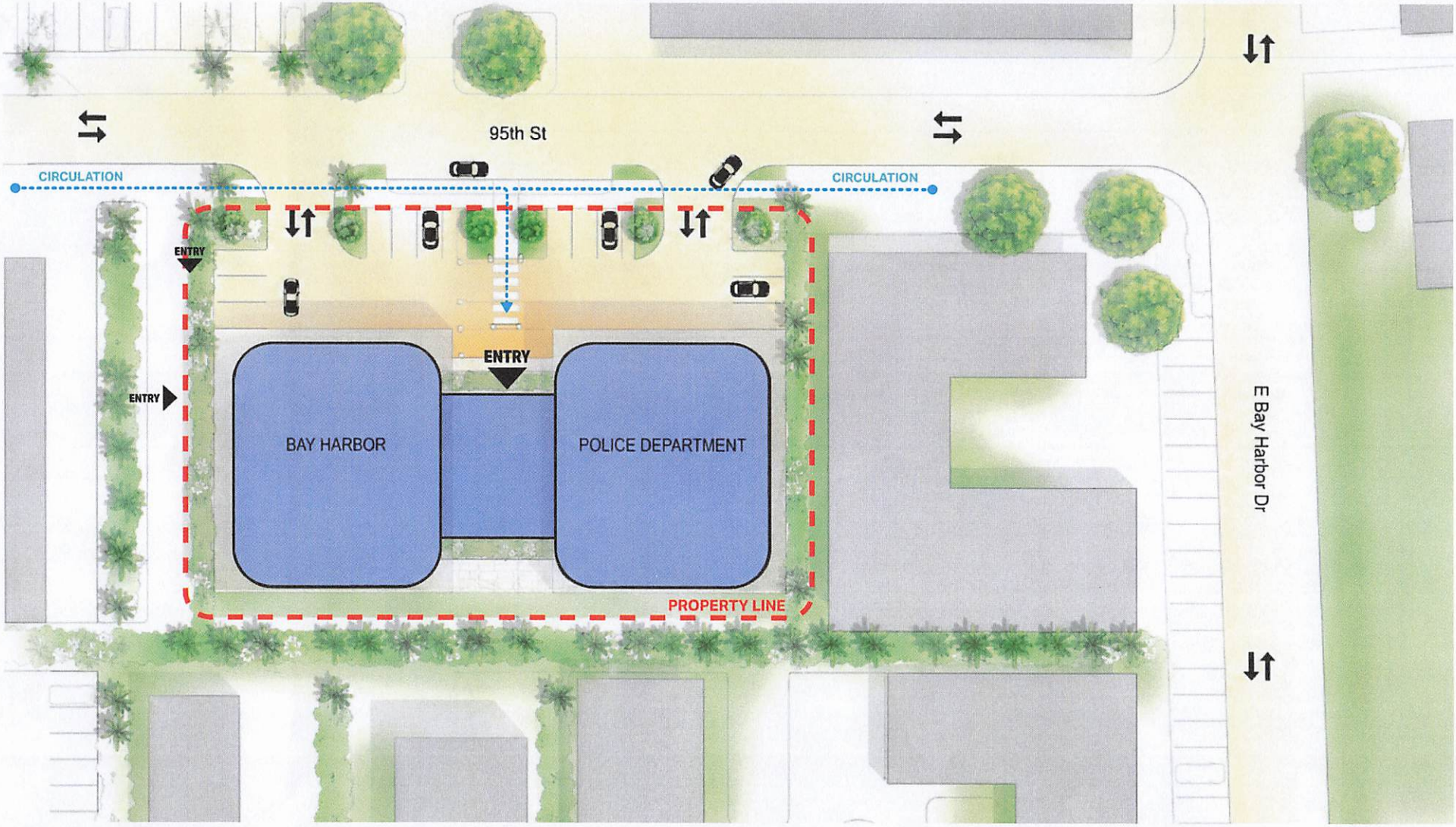
2.2 Project Overview and Conceptual Designs *Continued*

CONCEPTUAL ARCHITECTURAL RENDERINGS | CONCEPT 2B - MIXED-USE GOVERNMENT COMPLEX (POLICE DEPARTMENT)



2.2 Project Overview and Conceptual Designs *Continued*

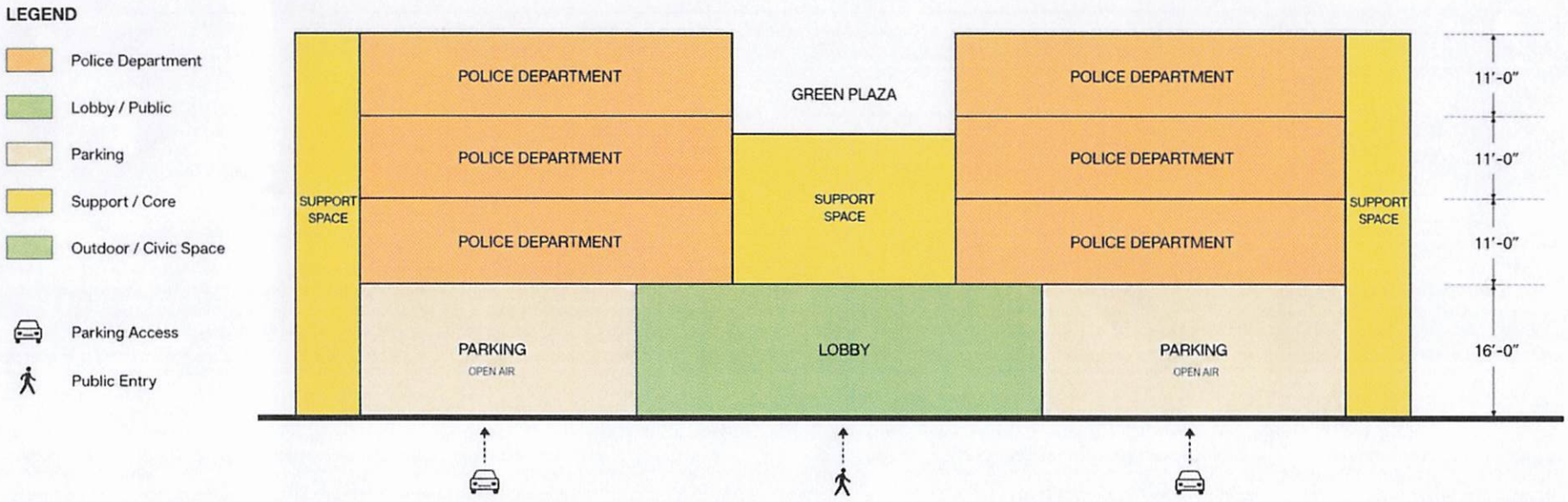
CONCEPTUAL SITE PLAN | CONCEPT 2B - MIXED-USE GOVERNMENT COMPLEX (POLICE DEPARTMENT)



2.2 Project Overview and Conceptual Designs *Continued*

STACKING DIAGRAM | CONCEPT 2B - MIXED-USE GOVERNMENT COMPLEX (POLICE DEPARTMENT)

PROGRAM DIAGRAM



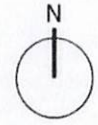
SCALE (ELEVATION)

0' 10' 20' 40'

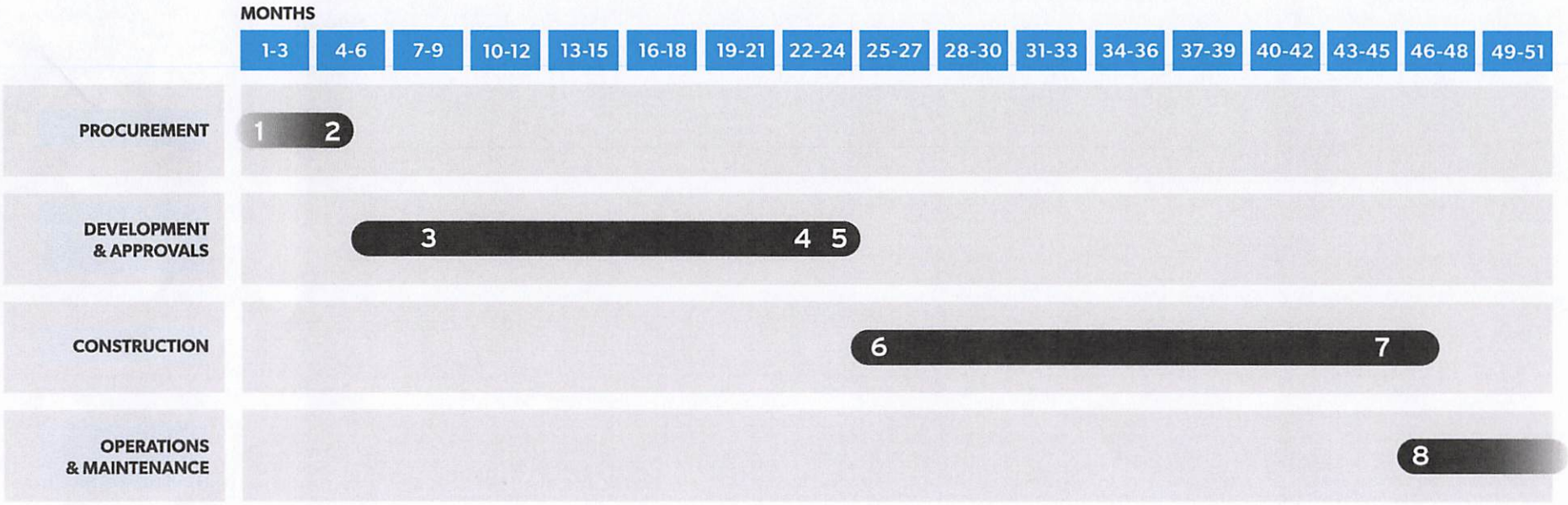
1" = 20'-0"

NOTES

- Floor-to-Floor Height: 11'-0" Typical (Police Department Levels)
- Ground Floor Height: 16'-0"
- All dimensions are approximate and subject to change
- Program areas and adjacencies are diagrammatic

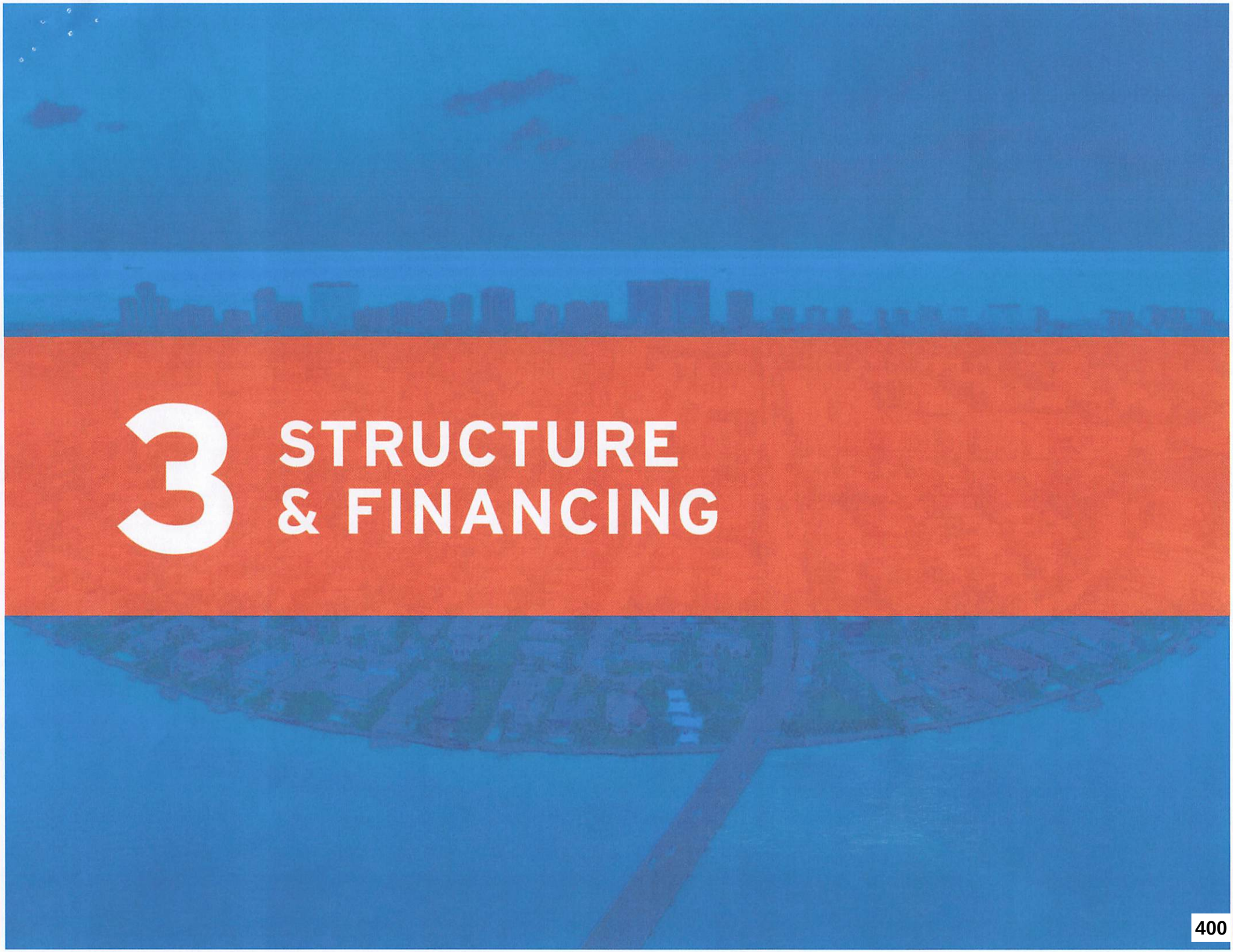


2.3 Development Timeline



KEY MILESTONES

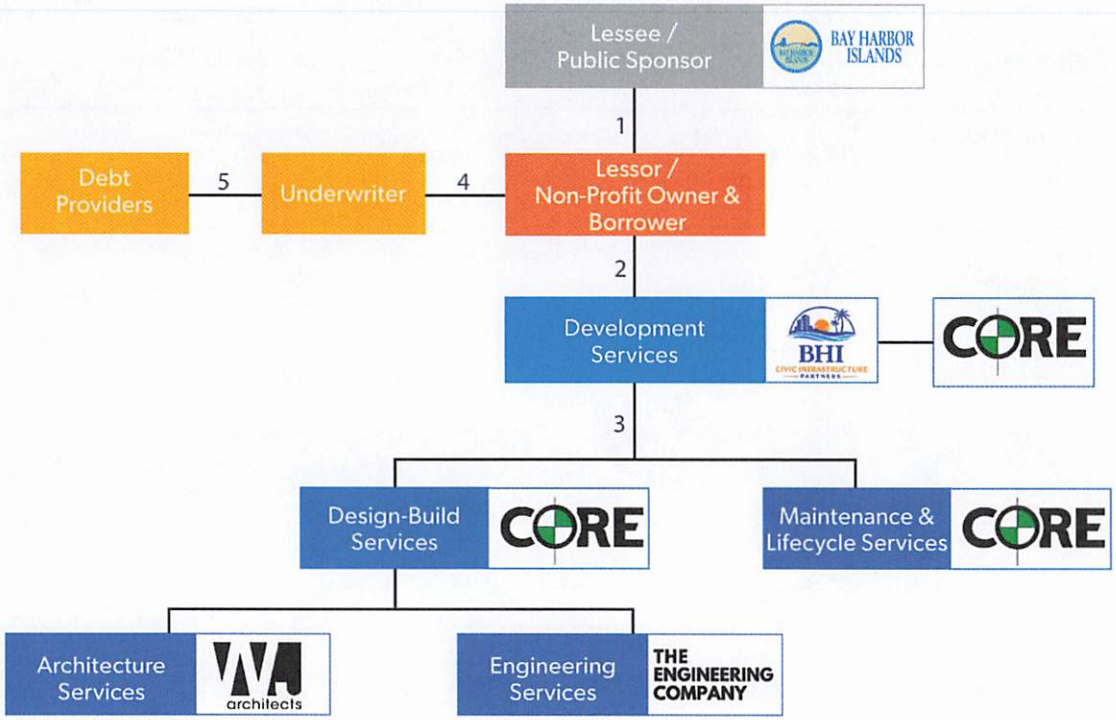
1. Town receipt of unsolicited proposal | **Month 1**
2. Town selection of development partner | **Month 4**
3. Town execution of interim agreement | **Month 8**
4. Town execution of comprehensive agreement | **Month 22**
5. Financial closing | **Month 24**
6. Commencement of project construction | **Month 25**
7. Substantial completion of project | **Month 45**
8. Town occupies new facility | **Month 46**



3 STRUCTURE & FINANCING

3.1 Development Structure

Our Development Consortium is proposing to use a design-build-finance-maintain (DBFM) development structure under a contract between the Town and a 501(c)(3) non-profit owner/borrower.



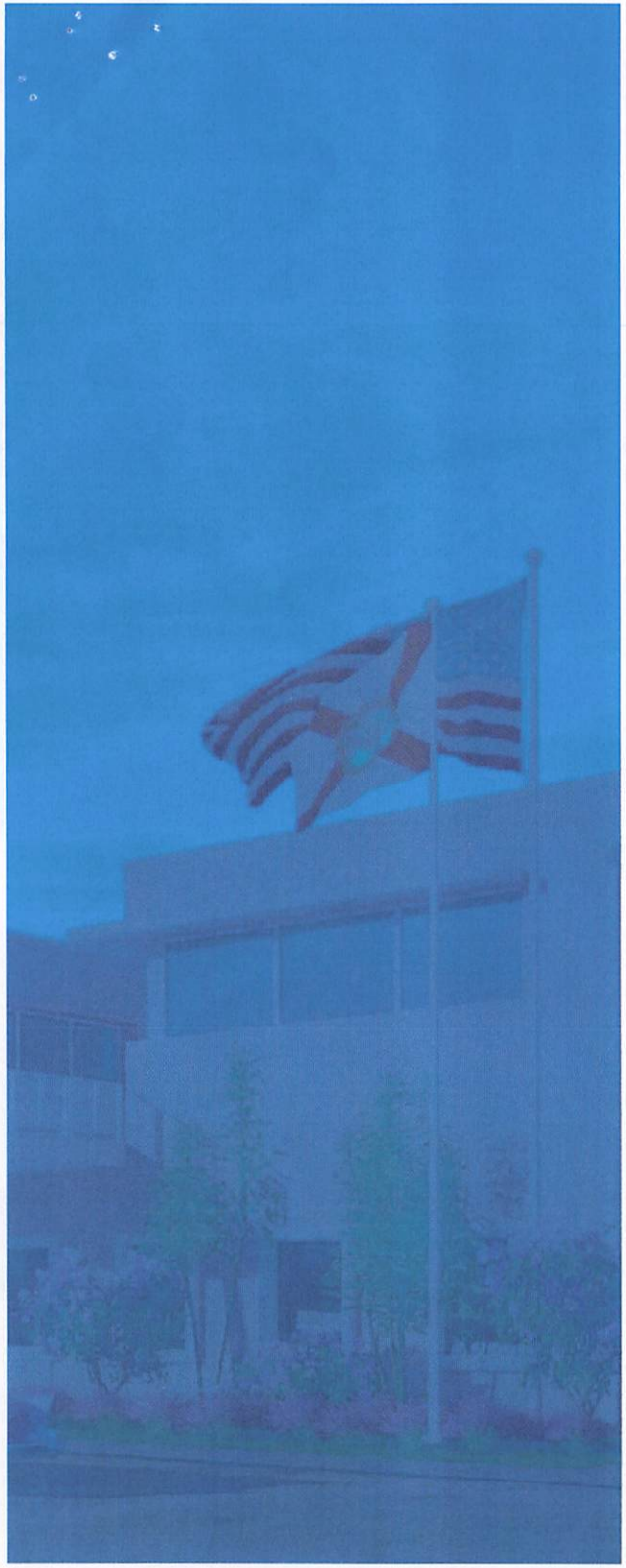
1 Town (as Lessee) and Non-Profit Owner/Borrower (as Lessor) enter into Interim and Comprehensive Agreements for the financing, design and construction, and ongoing maintenance of the Project, and to define the Non-Profit Owner/ Borrower's long-term leasehold interest in the underlying Town land.

2 Non-Profit Owner/Borrower enters into a Development Agreement with BHI Civic Infrastructure Partners (BHICIP) for turnkey development services.

3 BHICIP enters into separate contracts with professional service providers for design-build, maintenance, and legal services.

4 Tax-exempt debt is underwritten and issued through a conduit issuer.

5 Senior debt is purchased by institutional investors providing the Project with financing at an agreed upon maturity, amortization period and interest rate. After all debt has been retired, ownership of all improvements and land revert to the Town.



3.1 Development Structure *Continued*

DBFM Process Overview

To facilitate the expedited planning, development, and delivery of the new Town Hall and the new Police Headquarters, BHICIP is proposing the use of a two-phase contract process for each project: (1) an Interim Agreement (IA)/Project Development Agreement (PDA) that is focused on jointly programming and developing the Project, followed by (2) a Comprehensive Agreement (CA)/Lease-Purchase Agreement that initiates Project construction and concludes with the long-term operations and maintenance of the asset congruent with the agreed-upon debt term.

This collaborative development and delivery approach establishes a true partnership between the Town and the Development Consortium from day one. In contrast to a traditional, non-P3 procurement, the Town maintains greater control of Project outcomes as a result of the collaborative nature of the IA/PDA—all while leveraging the DBFM expertise of the Development Consortium to achieve cost and schedule efficiencies as well as a feasible, holistic, and value-maximizing project solution. This relationship is conducive to interest alignment, transparency, collaboration, and expedited decision-making. As partners, BHICIP and the Town will work through all the necessary planning and pre-construction tasks for the Project under the IA/PDA. Throughout this process, the Town will have full transparency into Project development activities and costs, retain full decision-making authority, and maintain flexibility regarding Project viability and consistency with Town objectives.

Under the P3 DBFM delivery framework, the developer will manage all key discipline contractors (i.e., design, construction and maintenance) to result in a turnkey Project delivery across all stages of development, from legal structuring and financing, to design and construction, to long-term maintenance and lifecycle considerations. The end result provides the Town with budget and performance certainty, compared to traditional delivery models that result in cost overruns and deferred maintenance.

3.2 Financing & Payments

The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

CONCEPT 1 | COMBINED GOVERNMENT COMPLEX (TOWN HALL AND POLICE DEPARTMENT)

COST TOTALS SUMMARY

Cost Totals By Category	Amount
Design-Build	$91,482,700.00
Development	$9,022,329.50
Land (N/A)	$0 [1]
Maintenance (Optional Add)	$0
Financing	$12,664,948.92
Total Project Cost	**$113,169,978.42 [2]**

ANNUAL LEASE PAYMENT SUMMARY

Summary of Annual Lease Payment	Amount
Total Amount Financed	$113,169,978.42
Interest Rate	4.70% [3]
Debt Term	30
Total Building Acerage	1.00
Total Building Square Footage	131,200
Annual Lease Payment	**$7,112,046.04**
Annual Cost/SF	**$54.21**

OPTIONAL MAINTENANCE RESERVE FUND

Maintenance: Hard/ Lifecycle Services	Amount
Reserve Amount/SF	$1.50
1st -Year Reserve	$196,800.00
Escalation Rate	3.00%
Total Maintenance: Hard/ Lifecycle Services w/ 3% Escalation	**$9,362,841.81**
Averaged Annual Reserve	**$312,094.73 [4]**

Maintenance: Soft Services	Amount	
Janitorial	$1.25/SF	$5,067,600.00
Security	$1.50/SF	$6,081,120.00
Groundskeeping	$0.25/SF	$1,013,520.00
Support Services	$0.25/SF	$1,013,520.00
Pest Control	$0.15/SF	$608,112.00
Total Maintenance: Soft Services w/ 3% Escalation	**$13,783,872.00**	
Averaged Annual Reserve	**$459,462.40 [4]**	

Footnotes:
(1) If selected, annual costs associated with the maintenance reserve fund will be added to the total annual lease payment. (Reference next page.)
(2) Total project cost is indicative and based on a conceptual design and associated cost estimate and is subject to change based on affordability and direction by the Town.
(3) Interest rate is indicative and subject to change. Tax exemption and a flat rate have been assumed, however, a taxable tail may be required in order to fund expenses such as the maintenance reserve fund.
(4) If selected, annual costs associated with the maintenance reserve fund will be added to the total annual lease payment.

3.2 Financing & Payments *Continued*

CONCEPT 2A | MIXED-USE GOVERNMENT COMPLEX (TOWN HALL AND RETAIL SPACE)

COST TOTALS SUMMARY

Cost Totals By Category	Amount
Design-Build	$68,422,630.00
Development	$6,815,207.34
Land (N/A)	$0.00
Maintenance (Optional Add)	$0.00 [1]
Financing	$9,480,948.79
Total Project Cost	**$84,718,760.13 [2]**

ANNUAL LEASE PAYMENT SUMMARY

Summary of Annual Lease Payment	Amount
Total Amount Financed	$84,718,760.13
Interest Rate	4.70% [3]
Debt Term	30
Total Building Acerage	1.00
Total Building Square Footage	103,754
Annual Lease Payment	**$5,324,059.71**
Annual Cost/SF	**$51.31**

OPTIONAL MAINTENANCE RESERVE FUND

Maintenance: Hard/ Lifecycle Services	Amount
Reserve Amount/SF	$1.50
1st -Year Reserve	$155,631.00
Escalation Rate	3.00%
Total Maintenance: Hard/ Lifecycle Services w/ 3% Escalation	**$7,404,209.52**
Averaged Annual Reserve	**$246,806.98 [4]**

Maintenance: Soft Services	Amount	
Janitorial	$1.25/SF	$4,007,498.25
Security	$1.50/SF	$4,808,997.90
Groundskeeping	$0.25/SF	$801,499.65
Support Services	$0.25/SF	$801,499.65
Pest Control	$0.15/SF	$480,899.79
Total Maintenance: Soft Services w/ 3% Escalation	**$10,900,395.24**	
Averaged Annual Reserve	**$363,346.51 [4]**	

Footnotes:
(1) If selected, annual costs associated with the maintenance reserve fund will be added to the total annual lease payment. (Reference next page.)
(2) Total project cost is indicative and based on a conceptual design and associated cost estimate and is subject to change based on affordability and direction by the Town.
(3) Interest rate is indicative and subject to change. Tax exemption and a flat rate have been assumed, however, a taxable tail may be required in order to fund expenses such as the maintenance reserve fund.
(4) If selected, annual costs associated with the maintenance reserve fund will be added to the total annual lease payment.

3.2 Financing & Payments *Continued*

CONCEPT 2B | MIXED-USE GOVERNMENT COMPLEX (POLICE DEPARTMENT)

COST TOTALS SUMMARY

Cost Totals By Category	Amount
Design-Build	$17,740,099.00
Development	$1,778,961.92
Land (N/A)	$0.00 [1]
Maintenance (Optional Add)	$0.00
Financing	$2,459,657.10
Total Project Cost	**$21,978,718.02 [2]**

ANNUAL LEASE PAYMENT SUMMARY

Summary of Annual Lease Payment	Amount
Total Amount Financed	$21,978,718.02
Interest Rate	4.70% [3]
Debt Term	30
Total Building Acerage	0.70
Total Building Square Footage	25,062
Annual Lease Payment	**$1,381,228.99**
Annual Cost/SF	**$55.11**

OPTIONAL MAINTENANCE RESERVE FUND

Maintenance: Hard/ Lifecycle Services	Amount
Reserve Amount/SF	$1.50
1st -Year Reserve	$37,592.25
Escalation Rate	3.00%
Total Maintenance: Hard/ Lifecycle Services w/ 3% Escalation	**$1,788,466.92**
Averaged Annual Reserve	**$59,615.56 [4]**

Maintenance: Soft Services	Amount	
Janitorial	$1.25/SF	$968,000.44
Security	$1.50/SF	$1,161,600.53
Groundskeeping	$0.25/SF	$193,600.09
Support Services	$0.25/SF	$193,600.09
Pest Control	$0.15/SF	$116,160.05
Total Maintenance: Soft Services w/ 3% Escalation	**$2,632,961.19**	
Averaged Annual Reserve	**$87,765.37 [4]**	

Footnotes:
(1) If selected, annual costs associated with the maintenance reserve fund will be added to the total annual lease payment. (Reference next page.)
(2) Total project cost is indicative and based on a conceptual design and associated cost estimate and is subject to change based on affordability and direction by the Town.
(3) Interest rate is indicative and subject to change. Tax exemption and a flat rate have been assumed, however, a taxable tail may be required in order to fund expenses such as the maintenance reserve fund.
(4) If selected, annual costs associated with the maintenance reserve fund will be added to the total annual lease payment.

BHI
CIVIC INFRASTRUCTURE
PARTNERS

A BOLD VISION FOR BAY HARBOR ISLANDS.



BHI
CIVIC INFRASTRUCTURE
PARTNERS

UNSOLICITED PUBLIC-PRIVATE PARTNERSHIP PROPOSAL

TOWN HALL



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2.4 Development Timeline

3 Structure & Financing

3.1 Development Structure

3.2 Financing & Payments

BHI
CIVIC INFRASTRUCTURE
PARTNERS





1 EXECUTIVE SUMMARY

1.1 Statement of Interest

Mayor Isaac Salver
Vice Mayor Stephanie Bruder
Council Member Robert H. Yaffe
Council Member Joshua D. Fuller
Council Member Elchonon Shagalov
Council Member Eric Rappaport
Council Member Molly Diallo

1030 95th Street
Bay Harbor Islands, FL 33154

Re: Unsolicited Public-Private Partnership Proposal - Town Hall

Dear Members of the Town Council:

On behalf of our entire team at BHI Civic Infrastructure Partners, LLC (the "Development Consortium" or "BHICIP"), we are pleased to submit this unsolicited proposal to Bay Harbor Islands (the "Town" or "BHI") for a Public-Private Partnership ("P3") to design, build, finance and maintain a new, full-service Town Hall (the "Project"). As you review the detailed components of our proposal, we highlight the following advantages of partnering with our team on this generational endeavor:

TURNKEY DELIVERY ENSURING SPEED TO MARKET | By leveraging private-sector efficiency and true collaboration across every stage of development—from legal and financial structuring, to construction execution, to ongoing maintenance and life-cycle reinvestment—our Development Consortium will deliver your Project faster than traditional procurement and without compromising safety, quality or aesthetics.

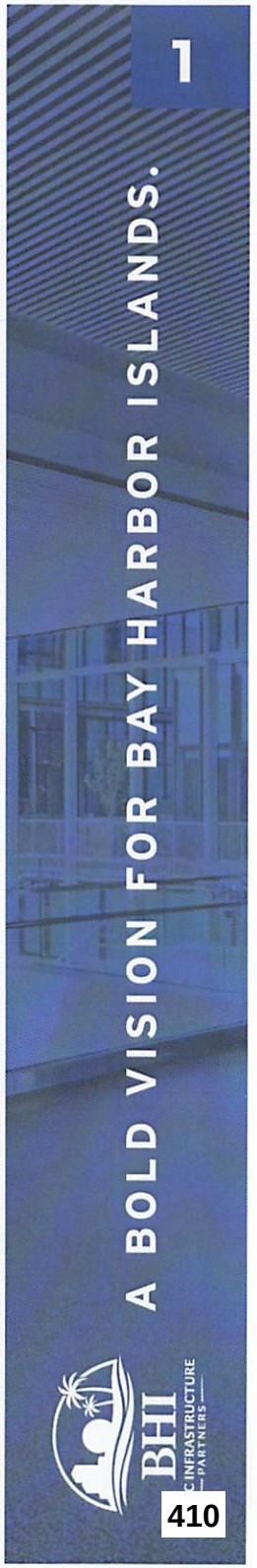
FLEXIBLE FINANCING THAT MEETS YOU WHERE YOU ARE | Our Development Consortium believes that financing options should adapt to a client's fiscal reality rather than forcing them into a rigid structure. Instead of offering a one-size-fits-all approach, we will collaborate with BHI's finance team and municipal advisors to create a tailored finance solution that reflects the Town's priorities and affordability thresholds. We will look to spread costs out over time, thus minimizing the impact on BHI's annual budget, and above all, we will aim to provide a transparent, "best value" option that protects taxpayers and positions the Town for long-term success.

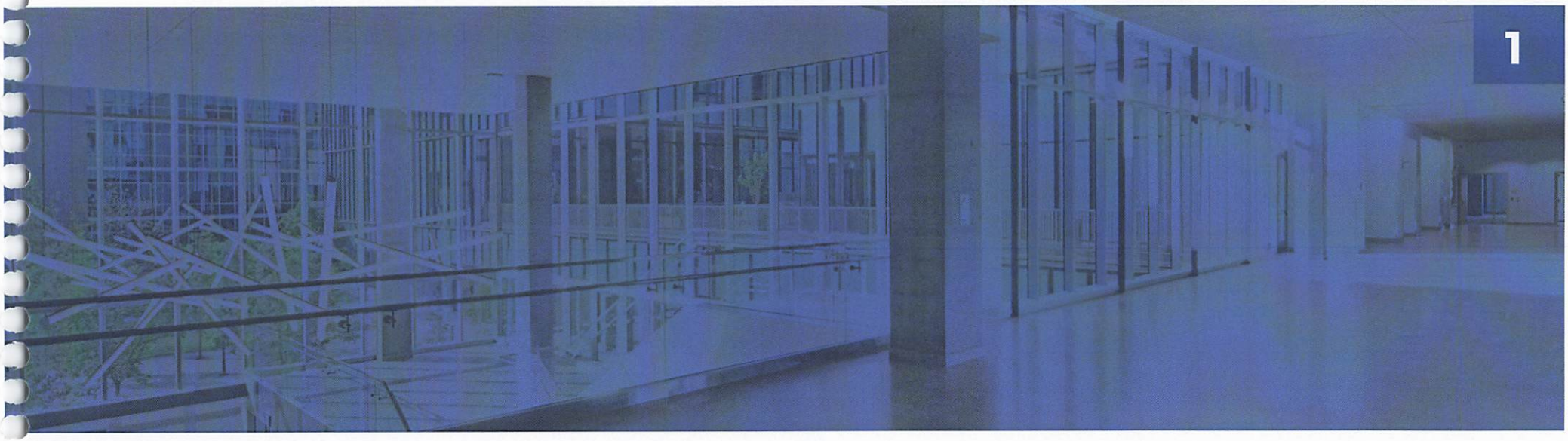
LESSENING THE BURDEN OF GOVERNMENT | Our Development Consortium vows to operate as an extension of BHI—transparent, collaborative and guided by a shared purpose. We commit to working alongside the Town through every phase of the Project, ensuring our decisions reflect the Town's values, goals and community vision. By staying aligned and responsive, we will help advance the Project efficiently while easing the demands on public resources.

We are truly humbled to have the potential opportunity to partner with the Town in developing and delivering this highly essential municipal infrastructure Project, and thank you in advance for your careful and thorough consideration of our proposal.

Sincerely,

Cody Kiess, Managing Partner
BHI Civic Infrastructure Partners, LLC





1.2 Statutory Compliance

The name and address of a person who may be contacted for additional information concerning the proposal.

Statutory Authority

This unsolicited proposal, for the development, delivery and ongoing maintenance of a new, ground-up, Town Hall located in Bay Harbor Islands, FL, is hereby submitted to the Town pursuant to Florida Statute §255.065 ("the Florida P3 Law").

This proposal includes a comprehensive plan for the delivery of a turnkey municipal facility, including proposed architectural renderings and site plans, development timelines, and an anticipated structured financing approach. The Florida P3 Law authorizes private entities to submit unsolicited proposals for qualifying public infrastructure projects. This P3 proposal is fully compliant with the state statute, serves a clear public purpose, and will result in a high-quality facility to be operated by the Town for public use.

Through this unique partnership, the Town will recognize a number of meaningful efficiencies, such as a simplified procurement process, unparalleled design and construction coordination, and long-term risk transfer associated with ongoing maintenance of the newly constructed facility. The net result will be a modern, occupancy-ready building, delivered on a reduced timeline and utilizing a financial structure that is in alignment with available Town resources.

Application Fee

We are hereby accompanying our proposal with a check in the amount of $10,000.00 for the purpose of administrative review and processing.

Primary Contact

Cody Kiess, Managing Partner
Email: codykiess@coreconstruction.com
Phone: 954-206-1824

BHI Civic Infrastructure Partners, LLC
1 E. Broward Boulevard, #205W-303W
Fort Lauderdale, FL 33301



2 QUALIFYING PROJECT DETAILS

2.1 Project Need & Benefit

History

In late 2024, the Town took a bold step by demolishing their aging government complex that had served the community for many decades. This move was driven by the Town's need for updated administrative space and enhanced public safety infrastructure. More specifically, the old complex was becoming outdated and no longer able to efficiently meet the Town's administrative needs given its significant residential growth and luxury redevelopment over recent years.

Vision & Goals

1. *Civic Transparency & Accessibility* - Create visually open and welcoming spaces that promote trust in government operations. Provide intuitive wayfinding and ADA-compliant access throughout the facility. Encourage public interaction through visible council chambers and shared spaces.
2. *Community Engagement & Flexibility* - Incorporate multipurpose rooms for public meetings, events, and community programming. Design indoor and outdoor gathering spaces including terraces or plazas. Allow for flexible layouts that can adapt to evolving municipal needs.
3. *Climate Responsiveness & Resilience* - Design for South Florida's climate with shading, passive cooling, and storm resilience. Elevate and harden critical systems to address flooding and hurricane risks. Integrate durable, low-maintenance materials suited for coastal environments.
4. *Sustainability & Efficiency* - Target high-performance building systems to reduce energy and water consumption. Incorporate natural daylighting to minimize artificial lighting needs. Explore opportunities for renewable energy and green infrastructure.
5. *Strong Civic Identity* - Establish a recognizable architectural presence that reflects the Town's values and evolving, modern design aesthetic. Integrate public art, signage, and landscape elements that reinforce local culture. Design a building that becomes a source of pride and a visual anchor for the community.
6. *Pedestrian-Friendly, Mixed-Use Site Design* - Prioritize walkability with safe, accessible pathways and connections to surrounding areas. Activate the ground level with retail opportunities, and complementary landscaping.
7. *Operational Efficiency* - Organize departments for efficient workflow and public service delivery. Incorporate secure zones for staff while maintaining public accessibility. Plan for future growth and technological integration.
8. *Safety & Security* - Balance openness with appropriate security measures for staff and visitors. Design clear zones for public, semi-public, and private functions. Integrate modern safety systems without compromising the welcoming environment.





2.2 Project Overview

A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

Summarized Project Description

BHICIP's conceptual vision for the Project involves a multi-story structure that features a clean, contemporary, South Florida architectural language defined by a rounded concrete structure with greenery accents, and a hurricane-resistant glass façade, both complemented by warm, natural finish materials throughout. The building emphasizes openness and accessibility, with highly visible interior spaces that showcase public activity and reinforce civic transparency. A shaded rooftop terrace or upper-level gathering space introduces opportunities for public events and outdoor use, while the ground floor is activated with a clearly defined entrance, pedestrian-friendly landscaping, and street-level mixed-use retail engagement. The site design integrates lush, tropical landscaping and wide sidewalks, enhancing the pedestrian experience and complementing the surrounding urban context. A prominent flag display and clear building signage reinforce its civic identity. Overall, the project reflects a forward-looking municipal facility that balances functionality, sustainability, and community presence.

Programmatic Stack

Level 1: (1) Civic Lobby: An atrium space serving as a community gallery and info center for Town services.
(2) Retail Marketplace: A high-end grocer with an indoor/outdoor café seating area.

Level 2: (1) Service Center (High-Traffic Services): Permitting, licensing, and utility billing desks designed with a "concierge" approach to minimize wait times.

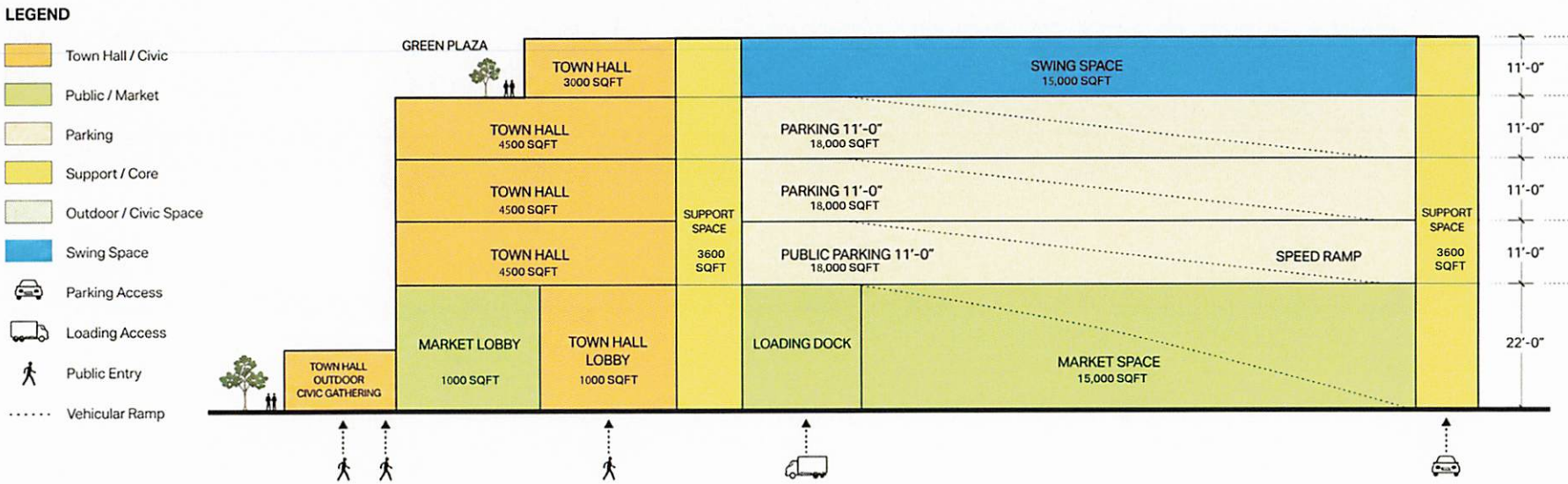
Levels 3-5: (1) Municipal Operations & Departmental Offices: Flexible, open-plan workspaces for urban planning, public works, and administrative staff.
(2) Employee Wellness: Shared breakrooms and green terraces to support city staff.

Level 6: (1) Council Chambers & Public Commons: A state-of-the-art council chamber overlooking the Town to symbolize transparency.
(2) Rooftop Garden: A public-accessible green space for community events and town halls.

Space Program	
Component	Square Footage
Town Hall	22,044
Commercial/Retail	24,272
TH Parking	33,408
C/R Parking	24,030
TOTALS	**103,754**

2.2 Project Overview *Continued*

STACKING DIAGRAM



SCALE (ELEVATION)

0' 10' 20' 40'

1" = 20'-0"

NOTES

- Floor-to-Floor Height: 11'-0" Typical (Parking Levels)
- Ground Floor Height: 22'-0"
- All dimensions are approximate and subject to change
- Program areas and adjacencies are diagrammatic



2.3 Conceptual Designs

A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

CONCEPTUAL ARCHITECTURAL RENDERINGS



2.3 Conceptual Designs *Continued*

CONCEPTUAL ARCHITECTURAL RENDERINGS

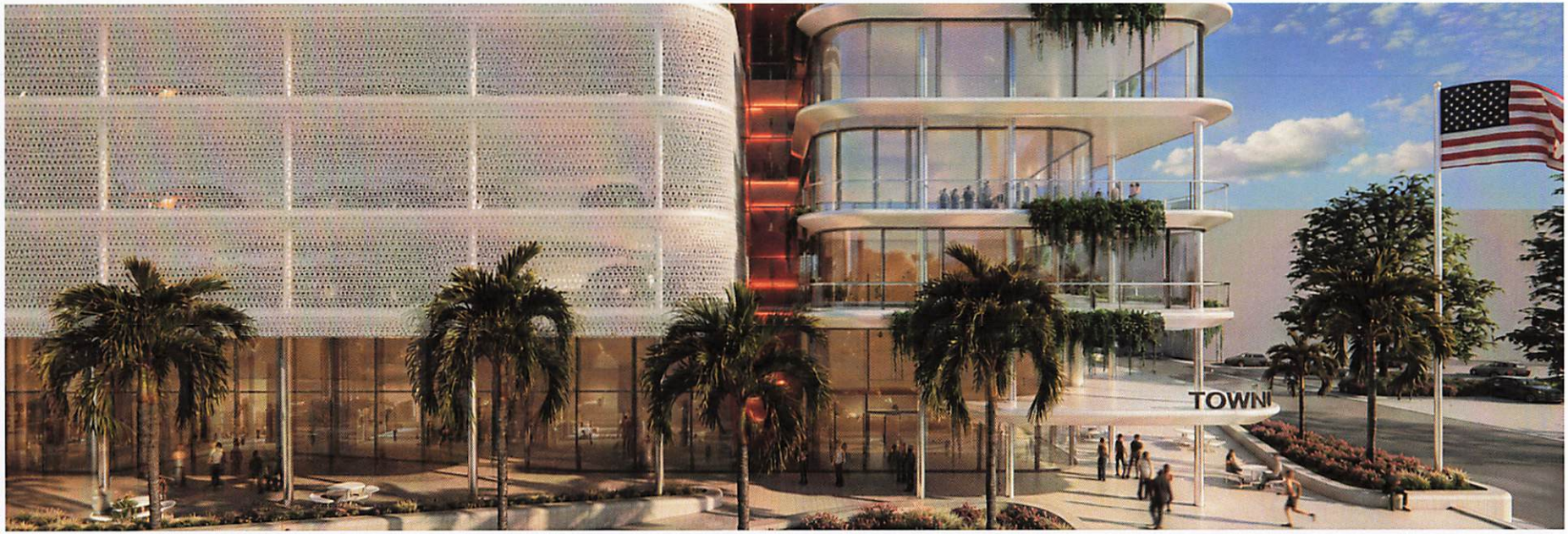






2.3 Conceptual Designs *Continued*

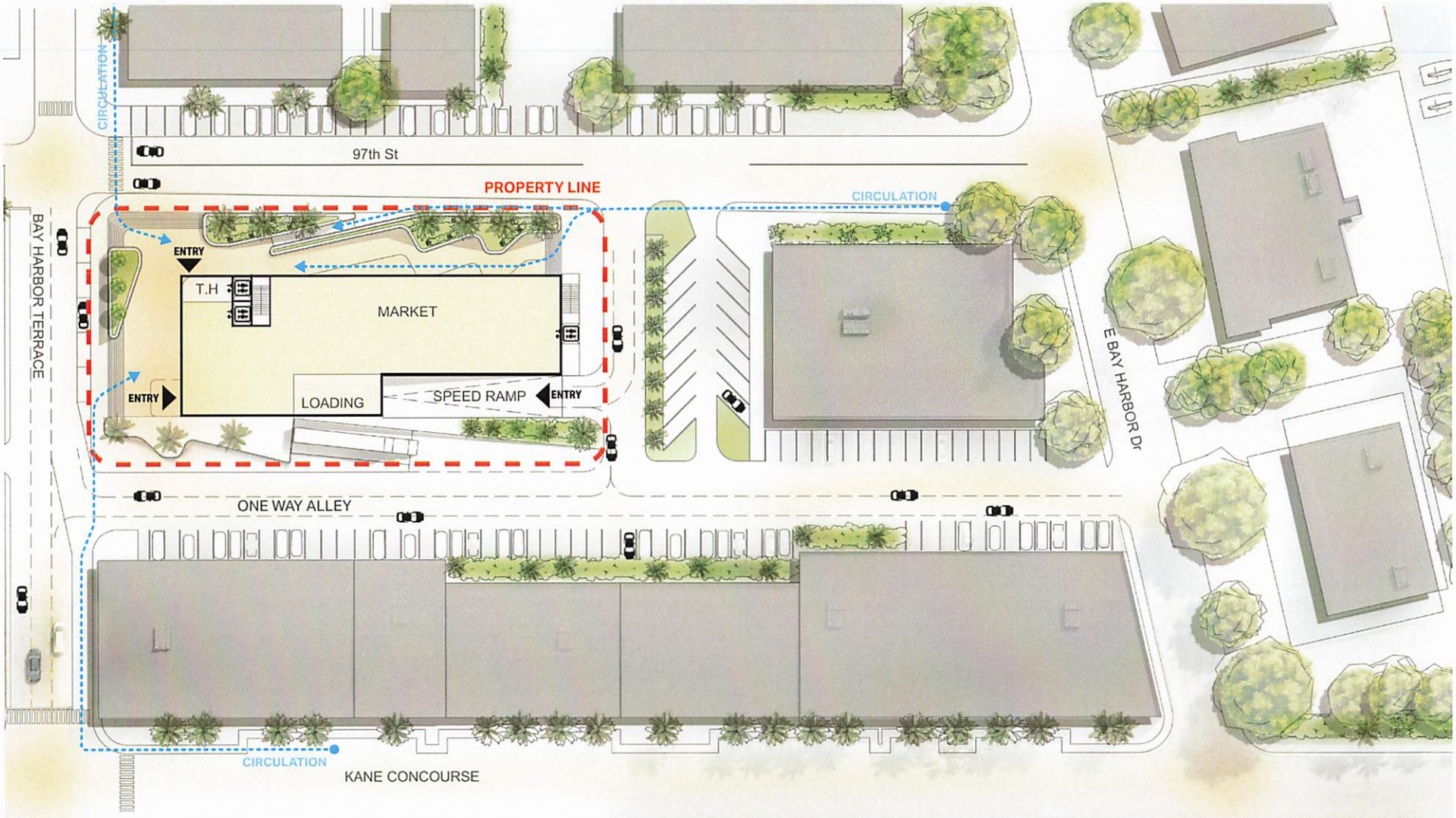
CONCEPTUAL ARCHITECTURAL RENDERINGS





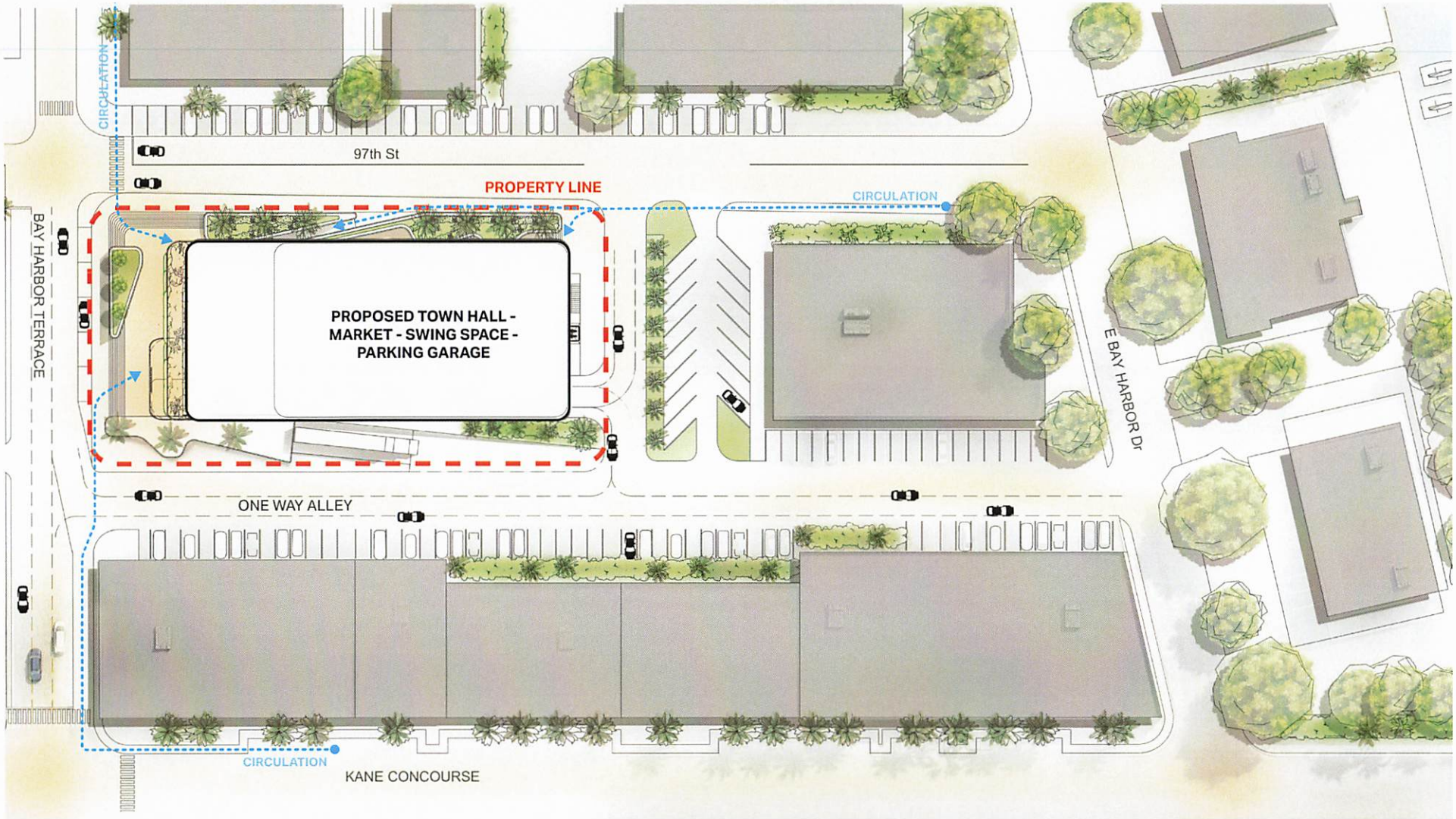
2.3 Conceptual Designs *Continued*

CONCEPTUAL SITE PLAN (GROUND)



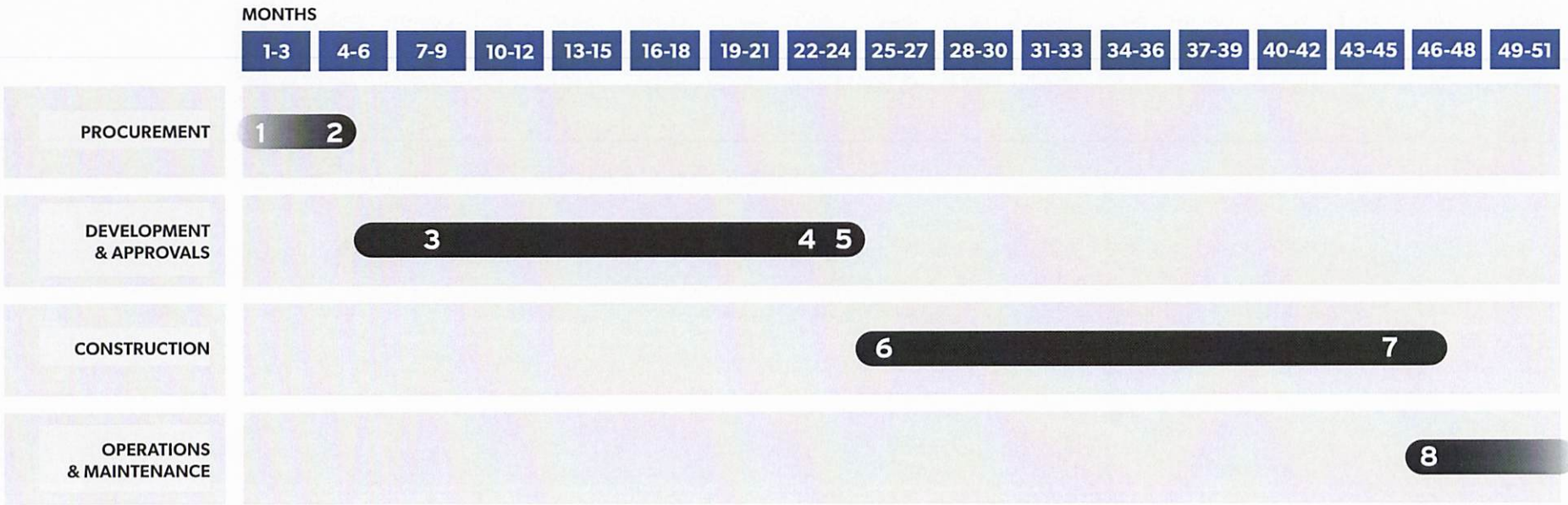
2.3 Conceptual Designs *Continued*

CONCEPTUAL SITE PLAN (ROOF)



2.4 Development Timeline

A description of the qualifying project, including the conceptual design of the facilities or a conceptual plan for the provision of services, and a schedule for the initiation and completion of the qualifying project.

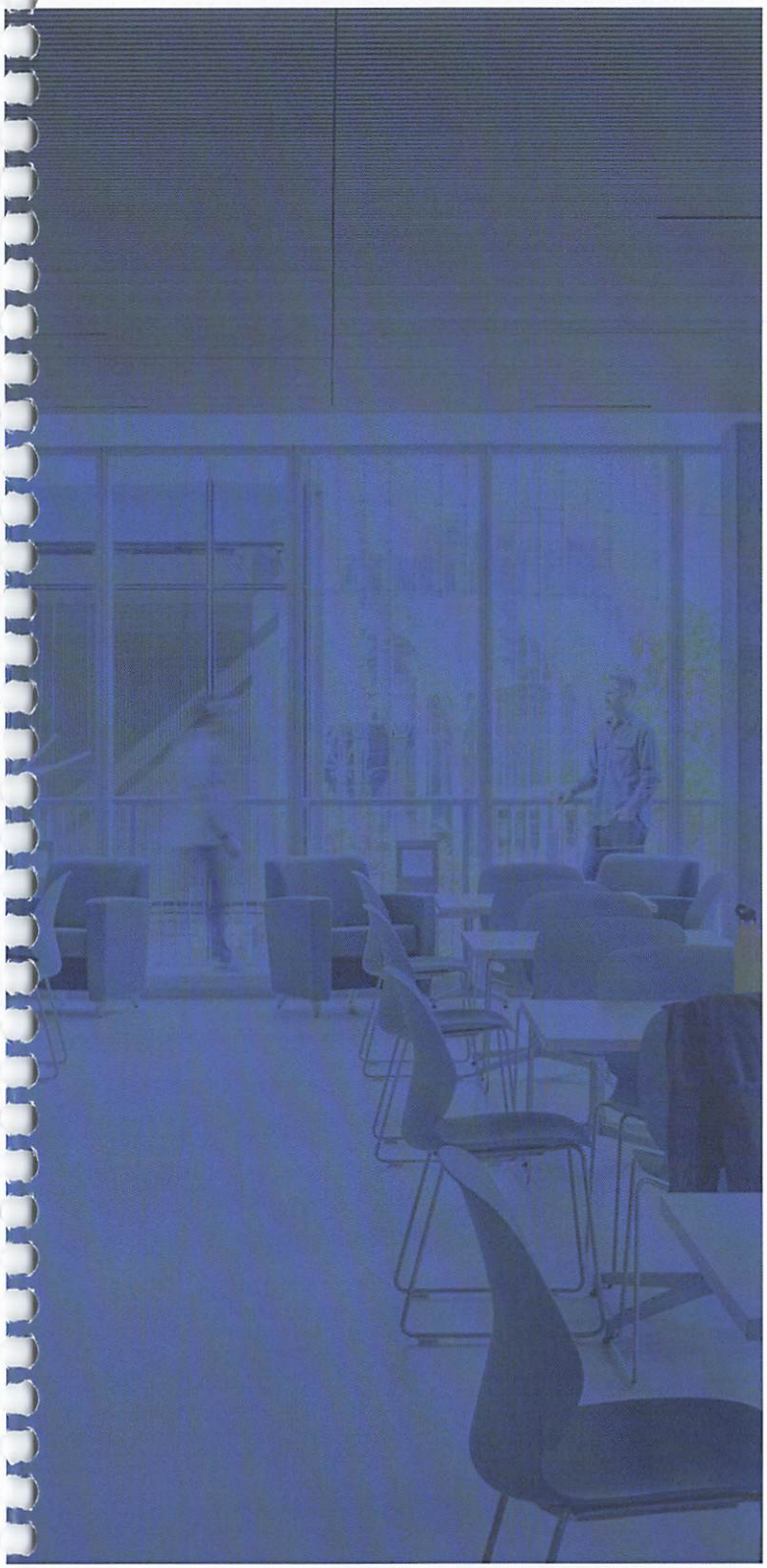


KEY MILESTONES

1. Town receipt of unsolicited proposal | **Month 1**
2. Town selection of development partner | **Month 4**
3. Town execution of interim agreement | **Month 8**
4. Town execution of comprehensive agreement | **Month 22**
5. Financial closing | **Month 24**
6. Commencement of project construction | **Month 25**
7. Substantial completion of project | **Month 45**
8. Town occupies new facility | **Month 46**

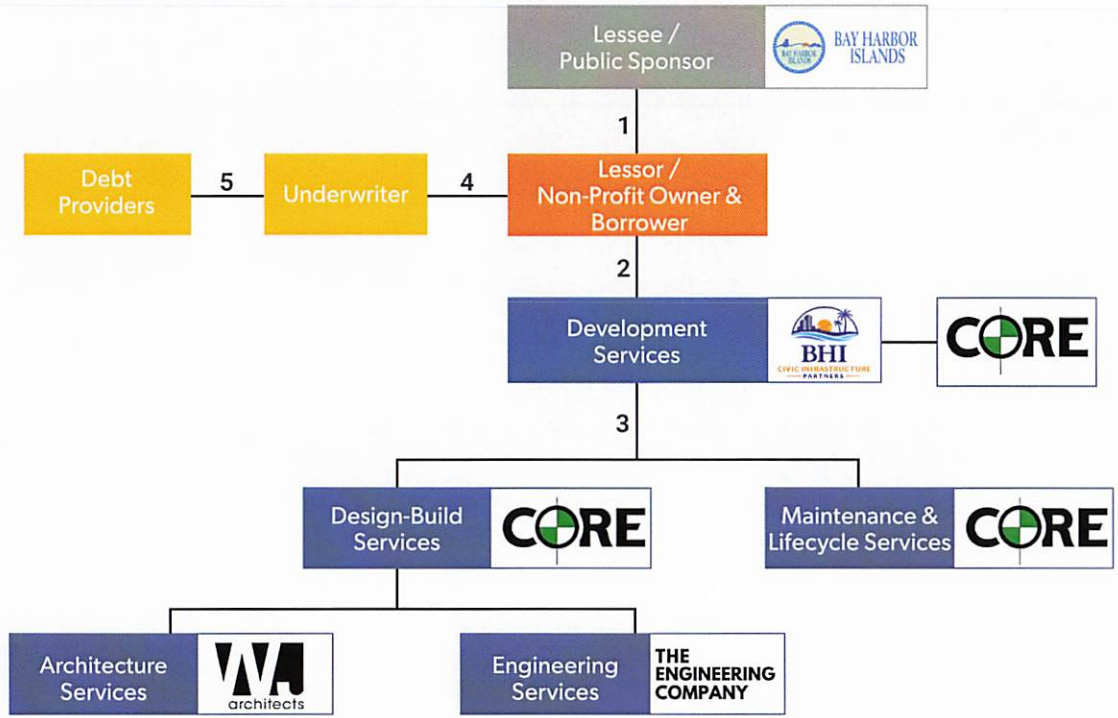


3 STRUCTURE & FINANCING



3.1 Development Structure

Our Development Consortium is proposing to use a design-build-finance-maintain (DBFM) development structure under a contract between the Town and a 501(c)(3) non-profit owner/borrower.



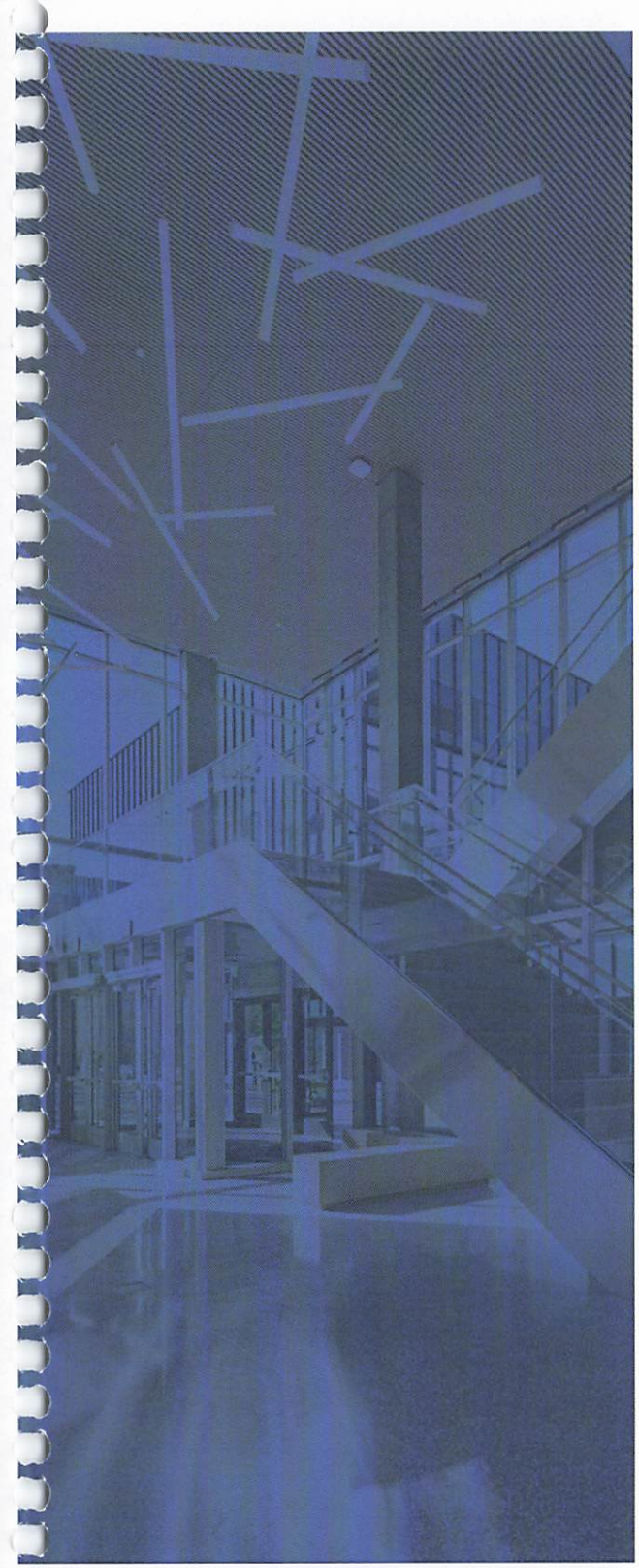
1 Town (as Lessee) and Non-Profit Owner/Borrower (as Lessor) enter into Interim and Comprehensive Agreements for the financing, design and construction, and ongoing maintenance of the Project, and to define the Non-Profit Owner/ Borrower's long-term leasehold interest in the underlying Town land.

2 Non-Profit Owner/Borrower enters into a Development Agreement with BHI Civic Infrastructure Partners (BHICIP) for turnkey development services.

3 BHICIP enters into separate contracts with professional service providers for design-build, maintenance, and legal services.

4 Tax-exempt debt is underwritten and issued through a conduit issuer.

5 Senior debt is purchased by institutional investors providing the Project with financing at an agreed upon maturity, amortization period and interest rate. After all debt has been retired, ownership of all improvements and land revert to the Town.



3.1 Development Structure *Continued*

DBFM Process Overview

To facilitate the expedited planning, development, and delivery of the new Town Hall, BHICIP is proposing the use of a two-phase contract process: (1) an Interim Agreement (IA)/Project Development Agreement (PDA) that is focused on jointly programming and developing the Project, followed by (2) a Comprehensive Agreement (CA)/Lease-Purchase Agreement that initiates Project construction and concludes with the long-term operations and maintenance of the asset congruent with the agreed-upon debt term.

This collaborative development and delivery approach establishes a true partnership between the Town and the Development Consortium from day one. In contrast to a traditional, non-P3 procurement, the Town maintains greater control of Project outcomes as a result of the collaborative nature of the IA/PDA—all while leveraging the DBFM expertise of the Development Consortium to achieve cost and schedule efficiencies as well as a feasible, holistic, and value-maximizing project solution. This relationship is conducive to interest alignment, transparency, collaboration, and expedited decision-making. As partners, BHICIP and the Town will work through all the necessary planning and pre-construction tasks for the Project under the IA/PDA. Throughout this process, the Town will have full transparency into Project development activities and costs, retain full decision-making authority, and maintain flexibility regarding Project viability and consistency with Town objectives.

Under the P3 DBFM delivery framework, the developer will manage all key discipline contractors (i.e., design, construction and maintenance) to result in a turnkey Project delivery across all stages of development, from legal structuring and financing, to design and construction, to long-term maintenance and lifecycle considerations. The end result provides the Town with budget and performance certainty, compared to traditional delivery models that result in cost overruns and deferred maintenance.

3.2 Financing & Payments

The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

INDICATIVE LEASE SUMMARY

Cost Totals By Category	Amount
Design-Build	$68,422,630.00
Development	$6,815,207.34
Land (N/A)	$0.00
Maintenance (Optional Add)	$0.00 [1]
Financing	$9,480,948.79
Total Project Cost	**$84,718,760.13 [2]**

Summary of Annual Lease Payment	Amount
Total Amount Financed	$84,718,760.13
Interest Rate	4.70% [3]
Debt Term	30
Total Building Acerage	1.00
Total Building Square Footage	103,754
Annual Lease Payment	**$5,324,059.71**
Annual Cost/SF	**$51.31**

SOURCES AND USES

Sources of Funds	Amount
Bond Par	$80,482,822.12
Premium/(Discount)	$4,235,938.01
Sources of Funds Total	**$84,718,760.13**

Uses of Funds	Amount
Project Fund	$75,237,811.34
Capitalized Interest During Construction	$2,652,132,85
1-Year Debt Service Reserve	$5,324,059.71
Issuance Costs	$1,489,708.66
Additional Proceeds	$15,047.56
Uses of Funds Total	**$84,718,760.13**

Footnotes:
(1) If selected, annual costs associated with the maintenance reserve fund will be added to the total annual lease payment. (Reference next page.)
(2) Total project cost is indicative and based on a conceptual design and associated cost estimate and is subject to change based on affordability and direction by the Town.
(3) Interest rate is indicative and subject to change. Tax exemption and a flat rate have been assumed, however, a taxable tail may be required in order to fund expenses such as the maintenance reserve fund.

3.2 Financing & Payments *Continued*

The proposed user fees, lease payments, or other service payments over the term of a comprehensive agreement, and the methodology for and circumstances that would allow changes to the user fees, lease payments, and other service payments over time.

A description of the private entity's general plans for financing the qualifying project, including the sources of the private entity's funds and the identity of any dedicated revenue source or proposed debt or equity investment on behalf of the private entity.

OPTIONAL MAINTENANCE RESERVE FUND

Maintenance: Hard/Lifecycle Services	Amount
Reserve Amount/SF	$1.50
1st -Year Reserve	$155,631.00
Escalation Rate	3.00%
Total Maintenance: Hard/Lifecycle Services w/ 3% Escalation	**$7,404,209.52**
Averaged Annual Reserve	**$246,806.98 [1]**

Maintenance: Soft Services	Amount	
Janitorial	$1.25/SF	$4,007,498.25
Security	$1.50/SF	$4,809,997.90
Groundskeeping	$0.25/SF	$801,499.65
Support Services	$0.25/SF	$801,499.65
Pest Control	$0.15/SF	$480,899.79
Total Maintenance: Soft Services w/ 3% Escalation	**$10,900,395.24**	
Averaged Annual Reserve	**$363,346.51 [1]**	

Footnotes:
(1) If selected, annual costs associated with the maintenance reserve fund will be added to the total annual lease payment.

BHI
CIVIC INFRASTRUCTURE
PARTNERS

A BOLD VISION FOR BAY HARBOR ISLANDS.



RESOLUTION NO. ____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ACCEPTING AN UNSOLICITED PROPOSAL SUBMITTED BY BHI CIVIC INFRASTRUCTURE PARTNERS, LLC FOR THE DESIGN AND CONSTRUCTION OF A NEW TOWN HALL FACILITY PURSUANT TO SECTION 255.065, FLORIDA STATUTES, THE PUBLIC-PRIVATE PARTNERSHIP ACT; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO PUBLISH NOTICE INVITING COMPETING PROPOSALS AS PROVIDED FOR IN SAID STATUTE; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands, Florida (the "Town") is the owner of a tract of land located along Bay Harbor Terrace and 97th Street (the "Property"), which has historically served as the site of the Town Hall, including a Town Council chambers and the Town's Police Department; and

WHEREAS, in or about 2024, the Town Council determined that the then-existing Town Hall had reached the end of its useful life and authorized the demolition of the improvements then existing on the Property; and

WHEREAS, the improvements on the Property have since been demolished, and the Town has commenced planning activities for the future development of a new Town Hall complex on the Property (the "Project"); and

WHEREAS, among the alternatives available to the Town for the development of the Project is a public-private partnership under Florida's Public-Private Partnership Act (the "Act") where the primary responsibility for the design and development of the Project is assumed by a private development entity; and

WHEREAS, the Town has received an unsolicited proposal from BHI Civic Infrastructure Partners, LLC ("BHI Partners"), proposing to partner with the Town in the

design, development, construction, and possible management of the Project under the Act (the "Proposal"); and

WHEREAS, based upon a review of the Proposal, the Town believes that BHI Partners possesses the requisite qualifications and experience in the design, construction, and management of municipal facilities, and in particular, town hall complexes; and

WHEREAS, although BHI Partners has submitted a viable Proposal, before proceeding forward with negotiations with BHI Partners, the Council wishes to publicly notice and solicit other interested firms to submit competitive proposals, as provided under the Act.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, THAT:

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein as the findings of the Town Council.

Section 2. Acceptance of Proposals. The Town Council hereby accepts the Proposal for the sole purpose of commencing a competitive solicitation process.

Section 3. Solicitation of Competing Proposals. The Town Council hereby finds that it is in the best interest of the Town to proceed forward with the solicitation of alternative proposals pursuant to the Act.

Section 4. Direction to Town Manager; Implementation. The Town Manager, is hereby authorized and directed to promptly publish notice inviting the submission of competing proposals, in accordance with the requirements of Section 255.065, Florida Statutes, which notice shall be published not less than thirty (30) days prior to the date

established for the submission of competing proposals, and to take all further actions necessary to implement the intent of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Bay Harbor Islands, Florida, this _____ day of October 2026.

_____
ISAAC SALVER, MAYOR

ATTEST:

_____
EVELYN HERBELLO, TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
TANIA GIMENEZ, TOWN ATTORNEY

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 15.2
Date: October 14, 2026
From: Lindsley Noel, Town Manager
Subject: Discussion and possible action designating residential parking spaces. Town Manager

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Background/Analysis: – **RECOMMENDATION**

Consideration of the Parking Department's proposal to establish designated resident-only parking spaces at select Town-owned parking locations. The proposal identifies 27 spaces across five locations for conversion to resident-only parking and includes the installation of signage necessary to clearly identify the designated spaces.

BACKGROUND

The Parking Department prepared an assessment of potential locations for a resident-only parking initiative within the Town of Bay Harbor Islands. The assessment was developed to provide a practical framework for expanding parking options available specifically to Town residents while considering the operational and fiscal implications associated with such a program.

As part of this effort, the Parking Department reviewed existing municipal parking resources and identified areas where resident-only parking could be incorporated into the Town's current parking system. The assessment also considered site-specific conditions that could affect the long-term suitability of certain areas.

The proposal builds upon the Town's existing approach to providing parking benefits to residents. Currently, the Town offers designated free parking hours at certain locations, during which the PayByPhone application and kiosk parking meters are programmed not to accept payment.

ANALYSIS

The following locations for the proposed program: two spaces at the Brown Lot at 1185 97th Street; five spaces at the Orange Lot at 1020 95th Street; six spaces at the Red Lot at 1020 92nd Street; five spaces at the Red Lot at 1020 100th Street; and nine PayByPhone spaces at 1100 97th.

CONCLUSION

Should the Town proceed with the proposal, implementation would primarily involve designating the selected spaces, installing the required signage, and incorporating the spaces into the Town's parking and enforcement operations.

FINANCIAL ANALYSIS

The proposed designation of 27 resident-only parking spaces is estimated to result in a monthly financial impact of $2,855.41, or approximately $34,265 annually. The estimated impact by location is as follows:

Location	Spaces	Monthly Impact	Annual Impact
Brown Lot – 1185 97th Street	2	$170.00	$2,040.00
Orange Lot – 1020 95th Street	5	$425.00	$5,100.00
Red Lot – 1020 92nd Street	6	$420.00	$5,040.00
Red Lot – 1020 100th Street	5	$350.00	$4,200.00
1100 97th Street – PayByPhone	9	$1,490.41	$17,885.00
Total	**27**	**$2,855.41**	**$34,265.00**

The signage estimate is based on a cost of $550 per set of five signs, with 15 signs required.

The estimated first-year financial impact would be $35,915, consisting of the $34,265 annual parking impact plus the $1,650 estimated signage cost. Subsequent annual impacts would be approximately $34,265, excluding any future signage replacement, maintenance, or other program-related expenses.

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 15.3
Date: October 14, 2026
From: Lindsley Noel, Town Manager
Subject: Appointment to the Parks and Recreation Committee. Town Manager

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Suggested Action: – Town Council to appoint Hillary Frankel to the Parks and Recreation Committee.

Budget Impact: – None
Hillary Frankel Application-1.pdf
Hillary Frankel Application-2.pdf

TOWN OF BAY HARBOR ISLANDS

APPLICATION FOR BOARD AND COMMITTEE APPOINTMENTS

Please completely fill out & return this application to the Town Clerk's Office for processing

Town of Bay Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154
(305) 866-6241

Your service to our Town is earnestly solicited.

Service on a Board or Committee provides citizens with an opportunity to help shape policy and direction for the Town of Bay Harbor Islands. Residents are cordially invited to apply for appointment by the Town Council to a Town Board/Committee. Application must be completely filled out with a cover letter and/or resume. Please check Board/Committees for which you wish to be considered:

- ☐ Design Review Board
- ☒ Parks & Recreation Committee
- ☐ Historic Advisory Committee
- ☐ Charter & Ordinance Committee
- ☐ Sustainability & Resiliency Committee

Application is for: ☐ Re-submission ☒ New Application

If you currently serve on a Board, please state which Board: _____

** Per Section 112.317 Florida Statutes, members of some Board/Committees are required to file a Financial Disclosure Report.*

Please type or print information

PERSONAL:

Name: Hillary Frankel **E-Mail:** tennishop1230@gmail.com **Residency Years:** 25

Residential Address: 1231 99 Street **Bay Harbor Islands, FL** **Zip Code:** 33154

Telephone number: 305·244·9911 **Cell number:** 305·244·9911 **Business number:** _____

EDUCATION:

High School: Miami Beach Sr. High **Location:** Miami Beach, FL

College: University of Miami **Location:** Coral Gables, FL

Year Completed: 4 **Degree:** Bachelor **Major:** Finance

Other professional or technical training (Name of School, course name, etc.) _____

EMPLOYMENT:

Please provide your current/previous employment (attach a copy of a cover letter and/or resume)

Current/Previous Employer: Hills Funky Bakery

Address: 1231 99 Street Bay Harbor, FL 33154

Title: Baker **Years of Service:** 5

If you are applying for the **Design Review Board**, please check one of the following professions.

Please select a profession from the list

Other profession: _____

OTHER QUALIFICATIONS:

Briefly describe any specific expertise and/or abilities that would pertain to your service on a Town Board/Committee:

I care about our town's appearance and community. I was on the first parks-n-recs committee that came up with the idea of a community center, the 92nd street dog park and a redo of the tot lot on the west island.

ACKNOWLEDGMENT (Check Below:)

- [x] I understand that in accordance with the Florida Sunshine Law, this information will be available for public review, and I waive any objections to such publication.
- [x] I understand that appointment to any of the positions indicated above is a voluntary service.
- [x] If appointed, I agree to faithfully and fully perform the duties of my office, will make every endeavor to serve my full term, and will comply with all laws or ordinances of the Town, County, and State of Florida, particularly those pertaining to the conduct of public office and the financial disclosure requirements, if applicable, to my position.
- [x] I understand, if appointed, an updated application must be submitted to seek appointment to another board and committee.
- [x] I understand that if appointed, I must take the oath of office prescribed in the Florida Statutes.
- [x] I understand that I may sit on only one Council appointed board/committee.

Signature of Applicant — Date: 9/6/26

OFFICE USE ONLY

If the applicant is reapplying, provide their attendance.

Present: _____ **Absent:** _____

Years served: _____

The Council member nominating the applicant:

- [ ] Mayor Isac Salver
- [ ] Vice Mayor Stephanie Bruder
- [ ] Council Member Teri D'Amico
- [ ] Council Member Molly Diallo
- [ ] Council Member Joshua Fuller
- [ ] Council Member Eric Rappaport
- [ ] Council Member Robert H. Yaffe

Elected:

- [ ] SEAT 1
- [ ] SEAT 2 (1 YEAR)
- [ ] SEAT 3
- [ ] SEAT 4 (1 YEAR)
- [ ] SEAT 5
- [ ] SEAT 6 (1 YEAR)
- [ ] SEAT 7

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 15.4
Date: October 14, 2026
From: Lindsley Noel, Town Manager
To: Mayor and Town Council Members
Subject: Consideration and approval of a resolution entering into an agreement with Sea Tow Miami for Vessel Towing and Removal Services.

Description/Background – Approve the attached resolution authorizing an agreement with Sea Tow Miami for the removal of unauthorized vessels from designated Town property, subject to final review and approval by the Town Attorney. The final agreement should expressly identify the Town-owned locations covered, the personnel authorized to request a tow, the applicable rates, insurance and indemnification requirements, and the legal authority governing removal from government property.

Background

Sea Tow Miami submitted a Municipal Tow-Away and Vessel Removal Agreement under which it would post tow-away signs and, when requested by an authorized Town representative, remove unauthorized vessels from designated property. The proposed agreement remains in effect until cancelled by either party and may be cancelled at any time without penalty.

For routine towing, the agreement states that the Town will not pay the towing or storage charges; the vessel owner or operator will be responsible for charges under Sea Tow Miami's published rate schedule. The agreement separately provides that the property owner is responsible for salvage and disposal costs for derelict or sunken vessels handled by special arrangement. It also provides for a $50 replacement charge for each leased sign that is missing or excessively damaged at cancellation.

Term	Summary
Services	Posting leased signs and towing unauthorized vessels when requested by a Town-authorized representative.
Availability	Twenty-four hours a day, seven days a week, at the call of an authorized representative.

Routine cost	No fee to the Town for routine towing or storage; charges are collected from the vessel owner or operator
Special removals	Derelict and sunken vessels require a separate arrangement; salvage and disposal costs may be charged to the Town only after written authorization and confirmation of available funding.
Term and cancellation	Continuous until either party cancels; either party may cancel at any time without penalty.
Signs	Signs remain Sea Tow Miami property; missing or excessively damaged signs cost $50 each upon cancellation.
Rates	Agreement includes hourly towing, on-scene release, storage, administrative, mobilization, and derelict-vessel rates.

Legal and Administrative Review

The form agreement cites section 715.07, Florida Statutes. That statute governs towing vehicles or vessels from private property but expressly states that it does not apply to property owned by a governmental entity. Because this agreement is intended for Town property, the Town Attorney should revise or supplement the form before execution to identify the applicable governmental authority and procedures. The final form should also correct drafting errors, confirm the vendor's legal name, and reconcile the general towing rate sheet with the separate derelict-vessel schedule.

No tow should be requested until required signs are installed and approved, covered Town locations and authorized representatives are listed, Sea Tow Miami provides current insurance documentation, and the Town Attorney confirms the operational procedure. Any derelict or sunken-vessel removal that could result in a Town charge should require a separate written work authorization from the Town Manager or designee and confirmation that funds are available.

Fiscal Impact

There is no stated Town cost for routine towing and storage of unauthorized vessels. Potential Town costs include replacement of missing or excessively damaged signs at $50 per sign and any separately authorized derelict or sunken-vessel salvage and disposal work. No special removal should proceed without an approved scope, price, and funding source.

Requested Action

Adopt the resolution approving the agreement in substantially the attached form, subject to Town Attorney approval, and authorize the Mayor and appropriate Town officials to execute and administer the final agreement.

Resolution-Sea Tow Agreement.docx
TowAway_GovernmentProperty.docx

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AN AGREEMENT WITH SEA TOW MIAMI FOR VESSEL TOWING AND REMOVAL SERVICES ON DESIGNATED TOWN PROPERTY; AUTHORIZING EXECUTION AND IMPLEMENTATION OF THE AGREEMENT; PROVIDING FOR IMPLEMENTATION, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands (the "Town") desires to establish a reliable process for removing unauthorized vessels from designated Town-owned or Town-controlled property; and

WHEREAS, Sea Tow Miami has proposed to post tow-away signs and provide vessel towing and removal services when requested by persons authorized by the Town; and

WHEREAS, under the proposed agreement, routine towing and storage charges are to be paid by the vessel owner or operator, while derelict or sunken-vessel salvage and disposal services require a special arrangement and may create a cost to the Town; and

WHEREAS, section 715.07, Florida Statutes, addresses the towing of vehicles and vessels from private property but provides that the section does not apply to property owned by a governmental entity; and

WHEREAS, the Town Council finds that approval of the agreement, subject to final legal review and revisions necessary for work on government property, is in the best interests of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are incorporated into this Resolution as if fully set forth herein.

Section 2. Approval. The agreement with Sea Tow Miami for vessel towing and removal services, in substantially the form attached as Exhibit A, is approved, subject to final review and approval as to legal form and sufficiency by the Town Attorney and completion of all exhibits, property descriptions, authorized-representative lists, rate schedules, insurance requirements, and other administrative details.

Section 3. Authorization to Execute. The Mayor is authorized to execute the final agreement on behalf of the Town, and the Town Manager, Town Clerk, and Town Attorney are authorized to execute any related documents and take actions necessary to implement this Resolution, consistent with the Town Charter, Town Code, procurement requirements, and applicable law.

Section 4. Operational Conditions. Before towing operations begin, the Town Manager or designee shall confirm that all covered locations and authorized Town representatives are identified in writing; required signs have been installed and approved; current certificates of insurance and any required licenses have been received; the applicable towing and storage rates are on file; and written operating procedures have been approved by the Town Attorney. No derelict or sunken-vessel removal that may obligate Town funds may proceed without a separate written authorization, an approved scope and price, and confirmation of an available funding source.

Section 5. No Waiver. Nothing in this Resolution or the agreement shall be construed as a waiver of sovereign immunity or of any limitation of liability available to the Town under section 768.28, Florida Statutes, or other applicable law.

Section 6. Severability. If any provision of this Resolution is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Section 7. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of October, 2026.

Motion by: _____
Second by: _____

FINAL VOTE ON ADOPTION

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____
McCarter & English
Tania Cruz-Gimenez, Esq.
Town Attorney

SEA TOW MIAMI

7601 E. Treasure Dr, CU-23

North Bay Village, FL 33141

Ph: 305-673-2869 Fax: 305-673-2869

MUNICIPAL TOW-AWAY AND VESSEL REMOVAL AGREEMENT

I, _____ acting on behalf of _____
(Print name of authorized person) (Print name of property)

Located at:

_____
(Property Name & Address)

Phone: _____Fax: _____Email: _____

I, authorize **Sea Tow Miami** to install tow-away signs in accordance with Florida Statute §715.07. I understand all signs are property of **Sea Tow Miami** and have been leased for the duration of this contract. The duration of this contract will be in effect until either party chooses to cancel. Upon cancellation, an inventory of leased signs will be taken. Should any signs be missing or excessively damaged, I agree to pay a replacement cost of **$50.00** per sign.

Signature: _____ Title: _____Date: _____

The following persons are authorized to have vehicles towed from said property:

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

Name:_____ Title:_____

Number of signs posted: _____ Date Installed: _____

Sea Tow Representative: _____ Date: _____

The following conditions will apply during towing of vessels from the above mentioned property.

1. Vessels will be towed only at the authorization of the property owner of their authorized representative. The duration of this agreement will be in effect until either party cancels the agreement. Towing is authorize 24 hours a day, seven days a week, at the call of the property owner or their authorized representative.

2. The rebate or payment of money to the property owner by Sea Tow Miami is prohibited in accordance with part (2)(a)4 of Florida Statute §715.07. No fees will be paid by the property owner. The vessel owner/operator will pay fees in accordance with the rates established and published by Sea Tow Miami.

3. Sea Tow Miami standard rate sheet will be attached to this contract.

4. If the registered owner arrives at the scene prior to removal or towing of the vessel, the vessel will be disconnected from the tow boat and the owner will be allowed to remove the vessel, without interference, upon the payment of a reasonable service fee of not more than one-half of the posted rate. Sea Tow Miami will wait a maximum of 15 minutes to allow the vessel's owner to secure cash or credit card for the payment of said fees.

5. Sea Tow Miami has the responsibility to notify the appropriate Police Department Office with residing jurisdiction of the tow location within 30 minutes of completion of such towing in accordance with part (2)(a)2 of Florida Statute §715.07.

6. The property owner of this authorized representative is responsible that the proper notice is posed in accordance with (2)(a)5 of Florida Statute §715.07.

7. Sea Tow Miami has the responsibility to ensure compliance with Florida Statute §715.07 at the time of and following the vessels removal from the property.

8. The personnel listed on the attached page are the only representatives authorized to sign a towing authorization and must be present the time of the removal of the vessel from the above mentioned location.

9. This contract can be cancelled by either party at any time for any reason without penalty.

10. Sea Tow Miami has posted or will post the required TOW AWAY signs. All Towed vessels are subject to enforcement pursuant with State of Florida Law. If vessel is not redeemed from impound by payment allowed by law and remains unclaimed, the said vessel may be sold at public auction free of all prior liens.

11. **Derelict and sunken vessels will be towed by special arrangement and the property owner will be liable for the salvage and disposal cost. This includes any pre-existing derelict or sunken vessels on or near said property. Sea Tow Miami defines a derelict vessel as abandoned and/or having negative value.**

SEA TOW MIAMI

7601 E. Treasure Drive, CU-23,
North Bay Village, FL 33141
Ph: 305-673-2869 Fax: 305-673-2869

IMPOUND & TOWING RATES

DAYLIGHT HOURS:	**$350 PER HOUR***
NIGHT & TWILIGHT HOURS:	**$400 PER HOUR***
ON SCENE RELEASE:	**$200 FLAT FEE***

STORAGE FEES PER DAY

UNDER 30':	**$5.75 PER FOOT**
OVER 30':	**$7.75 PER FOOT**

PAYMENT CAN BE MADE BY CASH OR VALID CREDIT CARD ONLY. ABSOLUTELY NO CHECKS ACCEPTED. PAYMENT DUE IN FULL FOR VESSEL RELEASE.**

Any and all vessels removed from a Sea Tow Miami contracted Towaway location is subject to an ADMINISTRATIVE FEE of 5% of the total invoice.

**Per hour towing fees are billed in half hour increments calculated starting from the time of departure from Sea Tow Miami home dock and ending at the time of return to Sea Tow Miami home dock.*

****Proper valid ID and vessel ownership documentation must be provided to release vessel.*

SEA TOW MIAMI

7601 E. Treasure Drive, CU-23,
North Bay Village, FL 33141
Ph: 305-673-2869 Fax: 305-673-2869

DERELICT VESSEL REMOVAL RATES

EXHIBIT A

RFB-2021-3315
DERELICT VESSEL REMOVAL

AMENDMENT #1

DESCRIPTION	UNIT	UNIT PRICE
10’ to 15’ Floating (Amendment #1)	FT	$ 110.00
10’ to 15’ Not Floating (Amendment #1)	FT	$ 120.00
16’ to 20’ Floating (Amendment #1)	FT	$ 120.00
16’ to 20’ Not Floating (Amendment #1)	FT	$ 175.00
21’ to 30’ Floating (Amendment #1)	FT	$ 160.00
21’ to 30’ Not Floating (Amendment #1)	FT	$ 220.00
21’ to 35’ Floating (Amendment #1)	FT	$ 180.00
21’ to 35’ Not Floating (Amendment #1)	FT	$ 300.00
36’ to 40’ Floating (Amendment #1)	FT	$ 210.00
36’ to 40’ Not Floating (Amendment #1)	FT	$ 400.00
41’ to 50’ Floating (Amendment #1)	FT	$ 250.00
41’ to 50’ Not Floating (Amendment #1)	FT	$ 450.00
51’ to 60’ Floating (Amendment #1)	FT	$ 488.00
51’ to 60’ Not Floating (Amendment #1)	FT	$ 580.00
60’ and Above (Amendment #1)	FT	TBD
Mobilization Fee (Not to Exceed $250.00)	FT	$ 250.00

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 15.5
Date: October 14, 2026
From: Lindsley Noel, Town Manager
To: Mayor and Town Council Members
Subject: Consideration and approval of a resolution repealing Resolution No. 2107 titled Window and Door Permit Fee Waiver. Town Manager

---

Description/Background – Recommendation

Approve the attached resolution repealing Resolution No. 2107. Upon adoption, the Town would apply its current building permit fee schedule to applications for replacement of windows and doors with hurricane impact resistant products submitted on or after the effective date, subject to any other applicable waiver or exemption.

Background

On November 14, 2016, the Town Council adopted Resolution No. 2107 to encourage owners of existing properties to replace windows and doors with hurricane impact resistant products. The resolution waived building permit fees for qualifying replacement work, excluded new construction, and directed the Town Manager to advertise the incentive. It did not include an expiration date. As a result, the waiver remains in place until Council takes action to repeal it.

Proposed action and implementation

The proposed resolution repeals Resolution No. 2107 in its entirety and takes effect immediately upon adoption. Applications submitted on or after that date would be charged the applicable fees under the Town's then current fee schedule. The Building Department would update its permit intake and fee assessment procedures and communicate the change to applicants. The proposed resolution does not alter the requirement to obtain a permit or the applicable review and inspection standards for window and door replacements.

Fiscal impact

Repeal would end the Town's waiver of building permit fees for qualifying window and door replacement applications submitted after the effective date. The amount collected will depend on future application volume and the fees in effect at the time of application; no revenue estimate is provided in the attached materials. Applications submitted before the effective date

are outside the new fee provision as drafted.
Requested Council action.

2107 - Window & Doors.pdf
Resolution-Repealing Resolution 2107.docx

RESOLUTION NO. 2107

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, WAIVING BUILDING PERMIT FEES FOR EXISTING PROPERTY OWNERS WHO WISH TO UPGRADE THEIR WINDOWS AND DOORS TO HURRICANE IMPACT RESISTANT PRODUCTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Bay Harbor Islands is concerned with the safety and welfare of all the citizens of Bay Harbor Islands; and

WHEREAS, It is in the best interest of all property owners to upgrade their windows and doors to hurricane impact resistant products; and

WHEREAS, The Town Council wishes to offer an incentive program to encourage property owners thinking about changing their existing windows and doors prior to hurricane season;

NOW THEREFORE, be it resolved that:

1. The Town will waive permit fees to existing property owners for the replacement of windows/doors for impact resisting products.
2. Only existing structures will qualify for this opportunity. New construction is excluded.
3. The permit application must be received starting December 1, 2015.
4. The Town Manager is directed to advertise this incentive program in the Town Newsletter and encourage citizen participation.

PASSED and ADOPTED this 14 day of November, 2016.

MAYOR

ATTEST:

TOWN CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, REPEALING RESOLUTION NO. 2107, WHICH WAIVED BUILDING PERMIT FEES FOR EXISTING PROPERTY OWNERS REPLACING WINDOWS AND DOORS WITH HURRICANE IMPACT-RESISTANT PRODUCTS; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on November 14, 2016, the Town Council adopted Resolution No. 2107, establishing an incentive program that waived building permit fees for existing property owners replacing windows and doors with hurricane impact-resistant products; and

WHEREAS, Resolution No. 2107 limited the incentive to existing structures and excluded new construction, but did not establish an expiration or sunset date for the permit-fee waiver; and

WHEREAS, the Town Council desires to discontinue the permit-fee waiver established by Resolution No. 2107 and to require applicable building permit fees for such work in accordance with the Town's then-current fee schedule; and

WHEREAS, the Town Council finds that repeal of Resolution No. 2107 is in the best interests of the Town and serves a valid municipal purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Incorporation of Recitals. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated into this Resolution by this reference.

Section 2. Repeal of Resolution No. 2107. Resolution No. 2107 is hereby repealed in its entirety. Upon the effective date of this Resolution, the Town shall no longer waive building permit fees pursuant to Resolution No. 2107 for the replacement of windows and doors with hurricane impact-resistant products.

Section 3. Implementation. The Town Manager, Building Official, and other appropriate Town officials are authorized and directed to take all actions necessary to implement this Resolution. Applications submitted on or after the effective date of this Resolution shall be subject to all applicable permit fees in effect at the time of application, unless otherwise waived or exempted by applicable law or other duly adopted Town action.

Section 4. Conflicts. All resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. Severability. If any section, sentence, clause, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, the remainder of this Resolution shall not be affected and shall remain in full force and effect.

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 14th day of October, 2026.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____
Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____
McCarter & English
Tania Cruz-Gimenez, Esq.
Town Attorney

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 15.6
Date: October 14, 2026
From: Lindsley Noel, Town Manager
Subject: Discussion and possible action regarding a sales center extension at 1170 Kane Concourse.

2025-08-07_Letter_of_Intent_Origin_Sales_Office.pdf

SALTIEL LAW GROUP
INTERNATIONAL MEMBER OF EJASO

August 7, 2025

VIA ELECTRONIC MAIL

Evelyn Herbello
Town Clerk
Town of Bay Harbor Islands
1030 95th Street, Trailer 2
Bay Harbor Islands, FL 33154

RE: Letter of Intent – *Origin Bay Harbor* Temporary Sales Office Located at 1170 Kane Concourse, Suite 101

Dear Ms. Herbello:

We represent Bay Harbour Investment, Inc ("BHI"), the owner and developer of 9740 & 9760 West Bay Harbor Drive, Bay Harbor Islands, Florida. As you know, on October 18, 2022, the Town's Design Review Board approved BHI's application to develop a 7-story, 27-unit multifamily residential building at the property. Since then, BHI has been working to develop the project and launch sales for the condominium units. Furthermore, on February 23, 2023, the Town issued a Business Tax Receipt for BHI to establish a sales center at 1170 Kane Concourse, Suite 101, which expired in February of the current year.

We write to request Town Council approval, pursuant to Section 23-5(14) of the Town Code, for the continued operation of a temporary sales office for the *Origin* project, within the existing office building located at 1170 Kane Concourse.

Background

In November 2022, BHI consulted with Town staff regarding the viability of operating a temporary sales office for the *Origin* project at the 1170 Kane Concourse building, just a few blocks from the *Origin* development site. The Town's building department confirmed to BHI in writing that the proposed temporary sales office use is allowed at the 1170 Kane Concourse property under B-1 zoning without requiring Town Council approval. Nevertheless, Town planning staff later determined that the use requires Town Council approval because it is not specifically enumerated in the list of allowed uses for the B-1 zoning district.

BHI disagrees that Town Council approval is required by code. The proposed use—a professional office where prospective buyers can meet with the developer and its broker, view renderings and floor plans of the units, and enter into contracts for their purchase—though not identified expressly in the code, certainly is encompassed within the many office and commercial uses permitted by right in the B-1 district, the Town's sole "business" district. Nevertheless, in the spirit of cooperation, and without waiting any rights, BHI is willing to seek Town Council approval.

BHI entered into a lease with 1170, LLC, the owner of the 1170 Kane Concourse building, for purposes of operating the sales office at 1170 Kane Concourse, Suite 101. Enclosed as **Exhibit A** is a letter from 1170, LLC, confirming its consent to this application and urging the Town Council's approval.

Proposed Sales Office

Section 23-5(14) of the Town Code allows the Town Council to approve uses that are "similar" to those permitted under B-1 zoning, so long as they are "compatible with and do not adversely affect the character of the district." Town planning staff has indicated that the proposed sales office use is eligible for such approval. Indeed, the proposed sales office use is similar to the many business and professional office uses which B-1 zoning generally permits "by right," such as a real estate sales office, and is a far less intense use than the office, retail, restaurant, and related commercial uses that currently line Kane Concourse. We understand, in fact, that the Town Council has approved several other development sales offices previously, such for the La Baia project and the *Origin* project.

Enclosed as **Exhibit B** are pictures of the sales center's interiors, and **Exhibit C** contains a copy of the lease floor plan. Though the Town Council's review does not extend to the interiors, you will see that the sales office is beautifully and tastefully designed to provide an intimate setting where prospective buyers can learn more about the developer and the project, choose desired finishes and upgrades for their units, and sign any necessary paperwork.

BHI intends to continue operating the sales office for a period of 18 months from the date of this correspondence, when BHI expects to have concluded the construction of the *Origin* project. At that time, BHI expects to move the sales center to the premises of the completed *Origin* project. The office will continue to operate Monday through Friday from 8:00 am to 6:00 pm, Saturdays from 8:00 am to 4:00 pm, and Sundays from 11:00 am to 4:00 pm. Many if not most visits will occur by advance appointment. To deliver exceptional client service, only a few clients will be present in the office at a given time.

Ultimately, the proposed use will continue to activate a storefront on the Town's most important corridor, will continue to have no discernable adverse effects on the surrounding area, and is far more desirable than the alternative of having BHI construct a temporary sales office structure at their development site.

Request

We would be grateful if you would calendar this item for consideration by the Town Council at their August 2025 meeting.

Thank you for your attention and consideration.

Sincerely,

/s/ Eduardo Rodriguez Sibleszˇ
Eduardo Rodriguez Siblesz

Enclosures

Exhibit A

Landlord Consent Letter

1170, LLC
1170 Kane Concourse, Suite 500
Bay Harbor Islands, Florida 33154

August 7, 2025

Ms. Evelyn Herbello
Town Clerk
Town of Bay Harbor Islands
1030 – 95th Street, Trailer 2
Bay Harbor Islands, Florida 33154

Re: Sales Office for Origin Bay Harbor Project
1170 Kane Concourse, Suite 101

Dear Ms. Herbello:

Please be advised that 1170, LLC entered into a Lease Agreement (the "Lease") with Bay Harbour Investment, Inc. ("BHI"), the developer of the Origin Bay Harbor residential Project being constructed at 9740 & 9760 West Bay Harbor Drive, to occupy Suite 101 within the 1170 Kane Concourse building in order to operate a sales office for the Origin project. The Lease requires that BHI comply with all municipal codes and ordinances.

We understand that the Town staff has determined that BHI must obtain Town Council approval to operate the proposed sales center. We fully support BHI's application and urge the Council to approve it.

We believe BHI has made a significant investment in Bay Harbor with a beautifully designed residential project to be built just a few blocks from the proposed sales center. The sales center request is compatible with the character of the B-1 business district; in fact, many other sales centers are located along this stretch of Kane Concourse, which enhances pedestrian activity and activates a vacant storefront. In our view, the request is far more desirable than the alternative of having BHI construct a temporary sales center structure at their development site.

We urge the Town Council's approval and would gladly make ourselves available if there are any questions.

Sincerely,

Corinne D. Rosen

Corinne D. Rosen
Property Manager

/cdr

Exhibit B

Pictures of Sales Center's
Interior


ORIGIN
RESIDENCES
Preparing to play [Video Pantalla tv Origin.mp4]

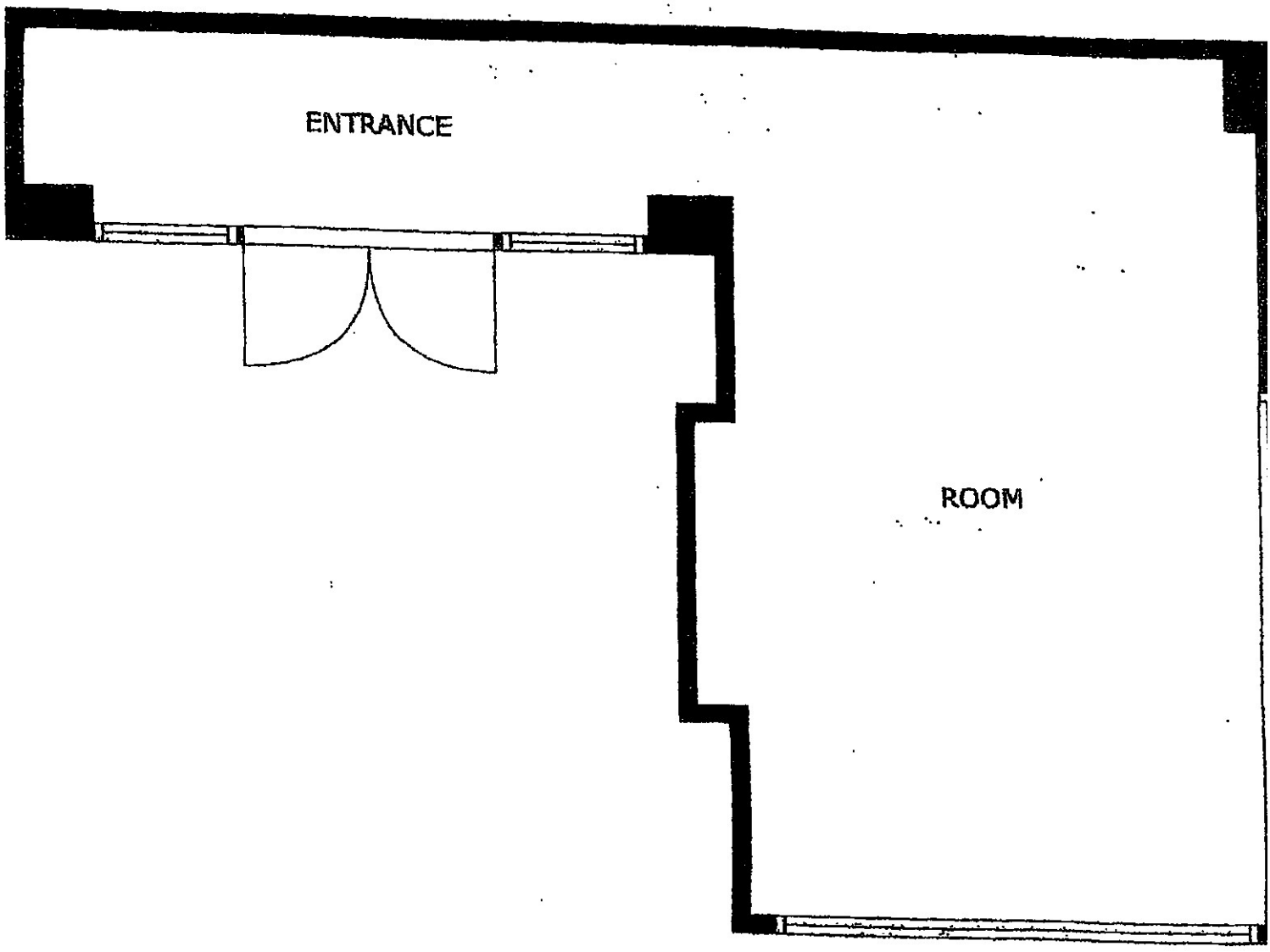

ORIGIN
RESIDENCES
Bay Harbor


ORIGIN
RESIDENCES • BAY HARBOR
by artefacto

Exhibit C

Lease Floor Plan

FLOOR PLAN



38

Bay Harbor Island
Regular Town Council Meeting
October 14, 2026

MEMORANDUM

Agenda #: 15.7
Date: October 14, 2026
From: Lindsley Noel, Town Manager
To: Mayor and Town Council Members
Subject: Consideration and approval of a resolution approving a 2026–2027 Collective Bargaining Agreement between the Town of Bay Harbor Islands, Florida, and the South Florida Police Benevolent Association. Enclosed is a copy of the agreement.

Description/Background – The Town and the South Florida Police Benevolent Association (PBA) met on July 1, 2026, and October 1, 2026, to negotiate a successor to the 2023–2026 Collective Bargaining Agreement, which expired by its terms on September 30, 2026. The successor agreement covers the term of October 1, 2026, through September 30, 2027. The Bay Harbor Islands sworn police officers are voting/voted on October 13, 2026, to ratify the agreement. In the event the agreement is ratified by the members, this item is on the Town Council agenda for consideration.

Below is a summary of the key elements as a result of the bargaining.

Wages (Article 28)

- Cost-of-living adjustment of three percent (3%) for all bargaining unit employees, effective October 1, 2026. All steps in the pay plans for each rank in the bargaining unit increase by three percent (3%) on that date.
-
- Step increases based on a performance evaluation of “satisfactory” or above, and the evaluation appeal process, continue without change.
-
- The completed wage increases from the 2023–2026 agreement (four percent (4%), five percent (5%), and five percent (5%)) and the completed one percent (1%) Sergeant and Lieutenant compression adjustments (former Section 28.10) are removed.

Twelve (12) Hour Shift Schedule (Article 11)

- Effective December 1, 2026, all bargaining unit members will work twelve (12) hour shifts. The basic work cycle is eighty-four (84) hours of duty within a fourteen (14) day period, which is seven (7) twelve (12) hour shifts every two (2) weeks.
- Officers will be paid for eighty (80) hours every two (2) weeks and will earn four (4) hours

of paid time off each biweekly pay period, which replaces the prior accrual of twelve (12) hours every six (6) weeks.

- Each member must use twelve (12) hours of paid time off within three (3) months. If departmental staffing prevents use within that period, the period is extended by thirty (30) days, and the Chief of Police will then direct when the time is used. An officer required to work the shift rather than use the paid time off is paid at one and one-half (1½) times the officer's current base rate of pay for all hours worked.
- The eight (8) and ten (10) hour shift provisions (former Section 11.2), the provision permitting work cycles that average eighty (80) hours over a period of up to three (3) months, and the provision placing the choice of shift length in the sole discretion of the Chief of Police are removed.
- The twelve (12) hour shift schedule sunsets on December 1, 2027. At that time, the Town may implement an eight (8) or ten (10) hour shift schedule in its sole discretion if the parties have not agreed to extend the twelve (12) hour shift schedule.

Pension (Article 29)

- The prior pension provisions (employee contribution rates, the three and one-half percent (3.5%) multiplier, the best three (3) years calculation, five (5) year vesting, the Deferred Retirement Option Program, and the purchase of prior police or military service) are replaced with an agreement that the benefits currently maintained in the Town of Bay Harbor Islands Employees Retirement System will remain as they are unless and until the parties collectively bargain any changes.
- Either the Town or the PBA may reopen Article 29 during the term of the agreement by written notice to the other party. The parties will hold a bargaining session within thirty (30) days of the request, unless both parties agree to extend that period.

Corporal Pay (Former Section 28.8)

- Former Section 28.8 is deleted. That section provided a one percent (1%) base salary increase upon ratification of the prior agreement for employees then holding the rank of Corporal and a four percent (4%) base salary increase for employees appointed to the rank of Corporal after ratification.

Longevity Pay (Section 28.3)

- The one-time lump sum payment equal to five percent (5%) of base salary upon reaching eighteen (18) years of service continues. The provision for the October 2024 catch-up payment to employees who already had more than eighteen (18) years of service, which has been paid, is removed.

Term and Housekeeping Revisions

- The agreement remains in effect through September 30, 2027, or until a successor agreement is ratified (Section 30.1).

- Obsolete “upon ratification” references are removed from the general purposes provision and the Take Home Vehicle Program provision, an obsolete effective date is removed from the vacation leave provision, the Article 16 heading is corrected, Article 28 is renumbered, and the Town signature block is updated.

FINANCIAL ANALYSIS:

- Wages (three percent (3%) cost of living adjustment): $74,200.00 per year.
- Twelve (12) hour shift schedule and paid time off: $0 per year.

Total potential impact over the term of the agreement: $74,200.00

BUDGET IMPACT:

The Cost Of Living Adjustment is anticipated in the adopted FY27 Budget.

Resolution - PBA Agreement 2026-2027.docx
Tentative CBA 2026-2027 (Rev Oct 8 2026) Salary Schedules.pdf

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION (PBA) AND THE TOWN OF BAY HARBOR ISLANDS FOR THE TERM OF OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2027; SETTING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR POLICE OFFICERS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the term of the Collective Bargaining Agreement between the Town of Bay Harbor Islands (the "Town") and the South Florida Police Benevolent Association (the "PBA") for the period of October 1, 2023, through September 30, 2026, ended on September 30, 2026; and

WHEREAS, representatives of the Town and the PBA met and negotiated a successor agreement on July 1, 2026, and October 1, 2026; and

WHEREAS, the negotiations have concluded, and the Town and the PBA have reached a tentative successor Collective Bargaining Agreement for the term of October 1, 2026, through September 30, 2027 (the "Agreement"); and

WHEREAS, the Agreement embodies all items agreed to in the collective bargaining process; and

WHEREAS, the Town Council finds that approving and ratifying the Agreement is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. The Town Council approves and ratifies the Collective Bargaining Agreement between the Town of Bay Harbor Islands and the South Florida Police Benevolent Association (PBA), effective October 1, 2026, through September 30, 2027.

Section 3. The Town Manager is authorized to execute the Agreement on behalf of the Town and to take all actions necessary to implement the Agreement.

Section 4. This Resolution takes effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of October, 2026.

Motion by: _____

Second by: _____

FINAL VOTE ON ADOPTION

Mayor Isaac Salver	_____
Vice Mayor Stephanie Bruder	_____
Council Member Molly Diallo	_____
Council Member Joshua Fuller	_____
Council Member Eric Rappaport	_____
Council Member Elchonon Shagalov	_____
Council Member Robert Yaffe	_____

_____

Isaac Salver
Mayor

ATTEST:

_____
Evelyn Herbello, MMC
Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
McCarter & English, LLP
Town Attorneys
BY: Tania Cruz-Gimenez, Esq.

2026 - 2027 COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AND
THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION

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PURPOSE AND INTENT

The general purposes of this Agreement are to provide an Agreement for wages, hours and conditions of employment of the employees covered by this Agreement except as otherwise provided by Constitution, Statute, Charter and Ordinance, to prevent interruption of work and interference with the efficient operation of the Town and performance of Town operations and to provide orderly, prompt, peaceful and equitable procedures for the resolution of differences and the promotion of harmonious relations between the Town and the Association. The provisions of this Agreement will supersede procedural and operational directives, the Town's policy manual, Administrative Orders and other rules and regulations in conflict herewith. The Town retains the right to establish through Directives, Administrative Orders, or Rules, practices and procedures which do not violate the provisions of this Agreement.

ARTICLE 1. AGREEMENT

1.1 This Agreement is entered into by the TOWN OF BAY HARBOR ISLANDS, hereinafter referred to as the "Town" or the "Employer", and the SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "PBA" or the "Association".

ARTICLE 2. RECOGNITION

2.1 The Town hereby recognizes the Association as the sole and exclusive bargaining representative for all employees in the following appropriate unit:

INCLUDED: All full-time Police Officers, Police Corporals, Police Sergeants and Police Lieutenants.

EXCLUDED: All other employees of the Town of Bay Harbor Islands.

2.2 Employees shall only be required to perform work within the scope of their official duties or duties related to official Town business.

2.3 The Chief of Police shall have the right to appoint individuals to the rank of Corporal. Such appointments shall be within the Chief's sole discretion. Individuals removed from the rank of Corporal shall not have the ability to use the grievance procedure to contest said removal, and/or grieve/contest the removal in any manner. Upon appointment, employees appointed to the rank of Corporal shall be compensated consistent with Article 28, Section 28.8 of this Agreement.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 The Association and its members recognize and agree that the Town has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the Town specifically, but not by way of limitation, reserves the sole and exclusive right:

3.1.1 To determine the organization of municipal government;

3.1.2 To determine the purposes of each of its constituent agencies;

3.1.3 To exercise control and discretion over the organization and efficiency of Town operations;

3.1.4 To determine the standards of service, the scope of service and the method of service to be offered to the public;

3.1.5 To hire and/or otherwise determine the criteria and standards of selection for employment;

3.1.6 To fire, demote, suspend or otherwise discipline for just cause;

3.1.7 To promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit, subject to Article 12 herein;

3.1.8 To transfer employees from location to location and from time to time;

3.1.9 To lay off and/or relieve employees from duty due to lack of work or any other legitimate reason;

3.1.10 To rehire employees;

3.1.11 To determine the starting and quitting time and the number of hours and shifts to be worked, subject to Article 11 herein;

3.1.12 To determine the allocation and content of job classification;

3.1.13 To formulate and/or amend job descriptions;

3.1.14 To establish, change, amend or modify job duties, tasks, responsibilities or requirements;

3.1.15 To expand, reduce, alter, combine, assign or cease any job;

3.1.16 To establish, change, or modify the number, types and/or grades of positions of employees;

3.1.17 To insure that duties within departmental job descriptions, shall be performed by employees;

3.1.18 To merge, consolidate, expand, curtail or discontinue operations, temporarily permanently, in whole or in part, whenever in the sole discretion of the Town good business judgment makes such curtailment of discontinuance advisable;

3.1.19 To contract and/or subcontract any existing or future work;

3.1.20 To determine whether and to what extent the work required in its operation(s) shall be performed by employees covered by this Agreement;

3.1.21 To control the use of equipment and property of the Town;

3.1.22 To determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof;

3.1.23 To schedule and assign the work to the employees and determine the size and composition of the work force;

3.1.24 To determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials facilities and equipment;

3.1.25 To take whatever action may be necessary to carry out the mission and responsibility of the Town in emergency situations;

3.1.26 Subject to Article 19, to formulate, amend, revise and implement policies, rules and regulations, provided however, that such formulation, amendment, revision and/or implementation is neither arbitrary nor capricious; and

3.1.27 To require employees to observe and obey the Town's policies, procedures, programs and rules and regulation.

3.2 The above rights of the Town are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Town in its general capacity as management.

3.3 If the Town fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions.

3.4 The exercise of the above enumerated rights shall not preclude the raising of grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this Agreement or impact upon the present conditions of this Agreement or impact

upon the present conditions of employment, subject to the provisions of the Public Employees Relations Act.

3.5 The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. This Agreement, including it supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, express or implied, or practices, between the Town and the Association or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 4. NON-DISCRIMINATION

4.1 No employee covered by this Agreement will be discriminated against by the Town or the Association with respect to any job benefits or other conditions of employment accruing from this Agreement because of Association activity, race, sex, national origin, religion, physical disability or age.

4.2 Employees shall use the grievance procedure provided in Article 18 for violations of this article prior to filing administrative complaints so long as such action does not prejudice the employee's rights.

ARTICLE 5. ASSOCIATION REPRESENTATIVES

5.1 The Town shall recognize up to two (2) members of the bargaining unit as authorized representatives of the bargaining unit for attendance at sessions to renegotiate an agreement.

5.2 Designation of these authorized representatives shall be made each year in conjunction with any request by the PBA to renegotiate an agreement.

5.3 Two (2) authorized representatives shall attend negotiating sessions without loss of pay and benefits if his/her attendance is required during regular duty hours, and if his/her attendance is specifically authorized by the Chief of Police or his designated representative after manpower availability and operational needs have been met.

5.4 The Town will recognize two (2) representatives from the bargaining unit whose duties shall be to process grievances for members of the bargaining unit who request such representation. These representatives may process such grievances on duty, without loss of pay or benefits, with the express permission of the Chief of Police or his designee, who shall take into account all manpower and service needs. This permission shall not be unreasonably withheld. If scheduling results in both of the representatives working the same shift, only one representative at a time shall be allowed to process grievances. The absence of a representative on any shift shall not be deemed a breach of this Agreement, and any grievance presented during such a shift shall be processed whenever a representative becomes available, either on-duty with approval of Chief of Police or his designee or off-duty.

5.5 Authorized representatives for negotiating sessions and grievance processing shall be appointed by the PBA, and shall be designated in writing to the Chief of Police.

5.6 Except for circumstances and situations mentioned above, authorized representatives and/or other bargaining unit members shall conduct PBA business, attend PBA functions, and otherwise participate in PBA activities on personal, off-duty time.

ARTICLE 6. ASSOCIATION INFORMATION

6.1 The Town will permit the Association to post official notices of the PBA on the existing bulletin board located in the roll call room of the Police Department. Neither the Association nor bargaining unit employees shall post items which might offend, demean, demoralize or in any way impugn the character of any Town employee, department head or elected official. The PBA is responsible for reasonable costs incident to the preparing and posting of Association materials and removing of Association materials from this bulletin board, and for maintaining such board in an orderly condition.

6.2 Upon receipt of a written authorization form from an employee, the Town agrees to deduct the regular Association dues of such employees from his/her pay and remit such deductions to the Association. However, such authorization is revocable at the employee's will upon thirty (30) days written notice to the Town of Bay Harbor Island and the Association.

ARTICLE 7. LEGAL ASSISTANCE

7.1 The Town will undertake the defense of a bargaining unit employee against civil damage suits providing that such suit arose out of actions by the employee in the line of duty. Moreover, in such instance the Town will file proper and appropriate countersuits if such action is in the Town's interests, or if not, the Town will notify the concerned officer that he/she may contact legal counsel regarding the filing of proper and appropriate countersuits.

7.2 Legal representation pursuant to this Article shall be provided for any act or omission of action arising out of the scope of the officer's employment, unless in the case of a tort action, the officer acted in bad faith, with malicious purpose, or in a manner exhibiting willful and wanton disregard of human rights, safety, or property.

ARTICLE 8. PERSONNEL RECORDS

8.1 The Town will maintain the confidentiality of personnel records of employees to the extent permitted by state law and prevailing statutes. Release of employees' records shall only be done by the Town's Records Custodian or designee. As soon as reasonably possible of a request for an employee's personnel file and/or any other file, reports, and/or memorandum, radio communication(s), Body Worn Camera footage and/or GPS information or reports prepared by or related to the employee being made by any person or entity other than a law enforcement agency, the affected employee will receive written notification of said request.

8.2 At no time shall the news media be directly or indirectly furnished with the home address, telephone number, and photograph of active or former law enforcement personnel; the home address, telephone number, photograph, and place of employment of the spouse or children of active or former law enforcement personnel; and the name or location of schools attended by the children of active or former law enforcement personnel.

8.3 Except for routine administrative material no paperwork will be inserted in an employee's personnel file without a copy being provided to the employee. Placing a copy in the employee's departmental mailbox is sufficient to satisfy the requirements of this paragraph.

8.4 Upon request, any employee shall have the right to inspect his/her official personnel records wherever kept, during the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. Such inspection shall be conducted while the employee is off duty. The employee shall have the right to obtain from the Town duplicate copies, at the employee's expense, of this record for his/her use.

8.5 Employees shall have the right to add to their Personnel records written refutation of any document or information contained therein which is considered by the employee to be derogatory or to contain incorrect or insufficient information.

8.6 Upon request by the employee, documents in the categories listed below (a through c) shall be removed from an employee's official personnel file by the Town according to the following schedule:

(a) Disciplinary action reports involving suspensions, demotions, or other disciplinary action for similar types of conduct: Five (5) years from date received by employee.

(b) Disciplinary action reports involving suspensions, demotions, or other disciplinary action for dissimilar types of conduct: Five (5) years from date received by employee.

(c) Reprimands: Three (3) years from date received by employee if not followed by a similar action within one (1) year. If similar action does occur during that one year, records of reprimands shall be maintained for the five year period mentioned in (a).

(d) Formal Counseling: Up to three (3) years at the discretion of the Town.

Disputes concerning the time period specified in this paragraph will not be grievable.

NOTE: Removed documents shall be retained by the Town in a separate file. Removed documents may be used by the Town for any administrative action or any lawful purpose.

8.7 Upon request of the affected employee, complaints which are determined to be unfounded or not sustainable will not be inserted in an employee's official personnel file.

ARTICLE 9. INTERNAL INVESTIGATIONS

9.1 Whenever an employee covered by this Agreement has been advised by the Town that he/she is the subject of a formal investigation and thereafter is subject to a formal interrogation for reasons which could lead to disciplinary action, such interrogation will be conducted under the following (NOTE: A formal investigation shall exist whenever a preliminary investigation, which may include questioning of the affected officer, indicated that disciplinary action is probable.)

(a) The interrogation will be conducted at a reasonable hour, whenever possible at a time when the employee is on duty, unless of course the seriousness of the investigation is of such an important degree that immediate questioning is required;

(b) The interrogation will take place at the Police Department or Town Hall, whenever possible and practical based upon the circumstances;

(c) At the request of the officer who is subject to investigation and interrogation, he/she shall be afforded a reasonable period of time to have a representative of his/her own choice present during the questioning;

(d) The employee who is subject of the investigation and interrogation will be informed of the name and rank of the person asking the questions and also will be advised of the names and ranks of all persons present during questioning. It is agreed that only one person will question the employee at any time;

(e) The employee who is subject of the investigation and interrogation, prior to his/her being questioned, will be informed of the nature of the investigation (and the charges against him/her and he/she shall be informed of the name of all persons lodging a complaint against him, and witnesses if any;

(f) No employee shall be forced to submit to an examination by a polygraph or other mechanical or electronic device (e.g., "PSE") to determine the truth of his/her statement. However, such employee may be asked and may consent to the taking of such an examination;

(g) It is agreed that questioning sessions will be for reasonable periods of time and that break periods will be allowed for the employee to attend to "personal necessities" and rest periods will be allowed when necessary;

(h) The employee under the formal investigation and interrogation will not be subject to offensive language;

(i) The formal interrogation of any employee, including all recess periods, may be recorded by either party;

(j) If the employee who is subject to the investigation is placed under arrest, or if it is likely that he/she will be placed under arrest as a result of the formal interrogation, it is agreed that he/she shall be completely advised of his/her rights prior to the beginning of the formal interrogation.

9.2 If a statement is taken or an interrogation is conducted in violation of the procedures contained in this Article, such violation shall only affect the admissibility of such statement and shall not automatically invalidate any action taken as a result of the statement.

9.3 The employee shall be given an exact copy of any written statement he/she may execute, at no cost to the employee. Upon conclusion of the investigation, the employee will be furnished with a copy of the findings.

9.4 No employee will be compelled to speak or testify before, or be questioned by, any non-governmental agency unless under proper court subpoena, or as directed by the Chief or his designee.

9.5 Whenever possible, the Town will request that citizen complaints be made in writing or that a recorded statement be obtained. An employee will not be disciplined based upon an anonymous complaint unless following a full and fair investigation supported by competent and substantial evidence, it is determined that the complaint is sustained.

ARTICLE 10. DISCIPLINARY MATTERS

10.1 Employees relieved of duty for alleged violations of the law and/or department rules will remain on full salary and allowances until final action is taken by the Town. Such final action shall be any determination by the Chief of Police or his designated representative to demote, suspend, terminate, or otherwise move to affect the pay and benefits of an officer. The Town, in its discretion, may suspend without pay any employee immediately upon the employee being formally charged with a felony or misdemeanor involving false statement by law enforcement, indicted by any grand jury or upon information being filed against him/her by any prosecuting, or law enforcement official. Such suspension shall continue until the employee is tried and acquitted, the information or indictment is quashed or dismissed, or a court of competent jurisdiction dismisses the criminal charge(s), whereupon the particular employee shall be reinstated and entitled to back pay for the period of suspension without pay less any pay withheld by the Town as a result of disciplinary action taken against the employee, and less any sums earned by the person in any other employment during the period of suspension. The Town may terminate the employee at any time it feels the relevant facts warrant such action. When such disciplinary action is taken the procedures in this Agreement shall prevail.

If an employee has been tried and found guilty of a felony or misdemeanor, involving moral turpitude, and his conviction is not reversed, he/she shall automatically forfeit his/her position with the Town and shall not thereafter be eligible for such employment. This rule applies regardless of whether the person is placed on probation or given a suspended sentence.

10.2 Employees shall not be dismissed or disciplined resulting in loss of pay of benefits except for just cause. Discipline shall be administered in accordance with Departmental Directives, as amended from time to time, which are hereby incorporated by reference. However,

probationary police officers can be terminated and probationary police **sergeants** and police **lieutenants** can be demoted, without just cause and are not entitled to the procedures set forth in Article 10.4.

10.3 Probationary periods for employees shall be one year. This period may be extended by the Chief of Police at his/her discretion on a one-time basis for no more than ninety (90) days.

10.4 Any employee, other than those excluded under Article 10.2, who has been suspended for three (3) or more days, demoted or terminated for just cause may request arbitration no later than fourteen (14) calendar days after said action has been effectuated or the employee becomes aware of said action. Disciplinary actions with less than three (3) days suspension, including written warnings and reprimands, are not arbitrable and are final.

10.4.1 After giving notice of appeal to binding arbitration to the Town, the Association has thirty (30) days to request the names of seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties shall select an arbitrator from the list provided by method of alternate striking of names, with the Town striking first. The final name in the list shall be the arbitrator.

10.4.2 The fees for such arbitrator and his expenses will be split evenly between the parties. It is contemplated that the Town and the Association may be able to mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing, and if this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of failure of the parties to so agree on a statement of issue(s) to be submitted, the Town and the Association shall submit a statement of issue(s) to the arbitrator. In the event of the failure of the parties to so agree, the arbitrator shall confine his consideration to the written statement and issue(s) raised.

10.4.3 The binding award shall be final and binding on both parties.

ARTICLE 11. BASIC WORKWEEK AND OVERTIME

11.1 Effective December 1, 2026, all bargaining unit members will work twelve (12) hour shifts. The basic work cycle shall consist of eighty four (84) hours of duty within a fourteen (14) day period. Officers will normally work seven (7) twelve (12) hour shifts in a two (2) week period. These officers will be paid for eighty (80) hours of work every two weeks and will earn four (4) hours of paid time every two week pay period. Each member shall use twelve (12) hours of paid time off based on the foregoing schedule within three (3) months unless, due to Departmental staffing necessity, such leave cannot be used during that timeframe in which case the timeframe to utilize the paid time off will be extended by thirty (30) days and thereafter the Chief will direct when the time will be utilized. In the event the officer is required to work this shift rather than use the twelve (12) hours of paid time off, they shall be paid at one and one half (1 ½) times their current base rate of pay for all hours worked. . The Parties understand and agree that the foregoing 12 hour shift schedule will sunset December 1, 2027 and that the Town may implement an eight (8) or ten (10) hour shift schedule at that time in its sole discretion if the Parties have not agreed by that time to extend the twelve (12) hour shift schedule.

11.2 All paid leave except sick leave and funeral leave shall be considered hours worked. The choice as to Comp Time or pay shall be made by the employee. Comp Time may be earned and accrued up to a maximum of two hundred and fifty (250) hours per fiscal year. Comp Time may only be used with the prior approval of the Chief of Police or his designee requested through the officer's immediate supervisor in writing, email form or text message. At the end of each fiscal year all accumulated Comp Time hours in excess of 250 hours will be paid to the employee at the rate such Comp Time was earned. Employees may request to be paid for up to fifty (50) hours of Comp Time. Nothing herein shall guarantee a minimum number of hours per day, per week or per month.

11.3 In consideration of the above overtime provisions and compensation at one and half (1 ½) times the employee's straight time rate of pay, it is agreed and understood that compensation for roll call and duty transfer time is included in the basic pay for any shift.

11.4 Except in cases of operational necessity officers will be entitled to at least eight (8) hours off-duty before returning to work.

11.5 Employees who perform work remotely shall be paid for the time actually worked. When it is necessary for the Town to require an employee to return to work, not within his/her regularly assigned shift, the Town will compensate the employee a minimum of three (3) hours at the overtime rate of pay.

11.6 Employees shall be provided at least fourteen (14) days written notice preceding a regularly scheduled shift rotation in order to make an orderly readjustment to their personal schedules. Employees will be provided reasonable notice based upon the circumstances of an interim temporary shift change required by operational necessity. Shifts shall not be adjusted (i.e., employee sent home early; told to come in late, given a day off) to avoid the payment of overtime already worked by an employee, or to avoid overtime based upon a court appearance.

11.7 Employees attending court related matters while off-duty and arising from their official duties and capacity shall be entitled to a minimum of four (4) hours overtime. Court minimums will only apply to those court appearances which occur more than one hour from the employee's regularly scheduled shift.

11.8 Employees shall receive travel reimbursement as provided by Florida Statutes.

11.9 Shifts shall be assigned approximately every six (6) months.

ARTICLE 12. PROMOTIONS

12.1 All promotional vacancies in the Sergeant and Lieutenant classifications shall be filled in accordance with the procedures set forth in this Article. Filling of such a vacancy remains in the discretion of the Town.

12.2 Whenever a budgeted promotional vacancy exists in a Sergeant or Lieutenant classification and there is no existing list, the Town agrees to arrange for the administration of a promotional process as specified in Section 12.6 to all qualified candidates. Filling of such a vacancy remains in the discretion of the Town.

12.3 The Employer will announce promotional examinations at least sixty (60) days in advance. This announcement will list the areas which the examination will cover and the sources from which the examination questions are drawn as well as all such references and source material available to eligible candidates.

12.4 The Sergeant's examination shall be restricted to non-probationary employees with not less than three years service in sworn law enforcement at least two of which must be in this Department. The Lieutenant's examination shall be restricted to non-probationary employees, with not less than five (5) years' service in sworn law enforcement, at least three (3) of which must be in this Department.

12.5 At the time a new promotional examination is given, all eligible employees who wish to be on the new list must take the new examination. No employee will be placed on the new list as a result of previous test scores. The promotional eligibility list shall remain in effect for a period of one (1) year unless there are fewer than four (4) candidates on such a list. Thereafter, a new promotional examination may be given at the discretion of the Town.

12.6 The Sergeant's promotional process shall consist of two (2) parts: a written examination worth forty percent (40%) of total cumulative score; an oral examination worth sixty percent (60%) of total score. Candidates for the rank of Sergeant must achieve a minimum passing score of seventy percent (70%) on the written examination prior to proceeding with the oral examination

of the Sergeant's promotional process. The Lieutenant's promotional process shall consist of three (3) parts: a written examination worth forty percent (40%) of total cumulative score; an in-basket with oral examination worth thirty percent (30%) of total score; and an oral panel interview worth thirty percent (30%) of total score. Candidates for the rank of Lieutenant must achieve a minimum passing score of seventy percent (70%) on the written examination prior to proceeding with the remaining assessments of the Lieutenant's promotional process.

12.7 Following the successful completion of the written portion of the promotional exam each candidate shall be evaluated by an interview board composed of the Chief of Police, the Town Manager, and two additional representatives who shall be a Chief of Police, and a Police Captain or a Police Lieutenant, mutually acceptable to the Town and the Association.

12.8 A list of eligible candidates shall be compiled in the order of their final cumulative score. If necessary, seniority by classification shall serve as a tie breaker in determining the final eligibility list. All employees shall be notified of their scores.

12.9 The Chief of Police shall be the final authority in determining which officers are to be promoted to Sergeant or Lieutenant; provided only that his choices shall be limited to the highest four (4) scoring candidates, as determined by a combination of scores.

12.10 When appropriate as determined by the Chief of Police, officers promoted to the next higher rank will receive appropriate training during the probationary period.

12.11 Police Officers and Police Sergeants who are promoted shall receive a minimum of a five percent (5 %) pay increase at the time of such promotion.

12.12 Either party may request to reopen this article by sending written notice to the other party.

ARTICLE 13. VACATION LEAVE

13.1 Bargaining unit employees shall be entitled to receive forty (40) hours of paid vacation after completing six (6) months of continuous service; eighty (80) additional hours after completion of their first year of service; one-hundred and twenty (120) hours per year of paid vacation each year thereafter; one-hundred and sixty (160) hours per year of paid vacation after completing ten (10) years of service,. two-hundred (200) hours per year of paid vacation after completing fifteen (15) years of service; and two-hundred and forty (240) hours per year of paid vacation after completing twenty (20) years of service. Employees will be permitted to carry over up to but no more than 120 hours in a "Vacation Bank". The Vacation Bank hours may be carried over from year to year, arrangements should be made so that vacations are taken each year.

13.2 Employees will be allowed to cash out up to 80 hours of unused vacation time each fiscal year. Any employee wishing to cash out unused vacation time in accordance with this section must submit said request no later than June 1st of each year. The Town will make all cash out payments to employees in the subsequent fiscal year between October 1st and November 30th.

13.3 The dates of all vacation leaves must be approved by the Chief of Police and should be scheduled so as to create a minimum of hardship on the regular work schedule. A copy of all vacation request which have been approved must be submitted to the Human Resources department by the employee.

13.4 A vacation leave schedule shall be posted by February 1st of each calendar year.

13.5 On January 1st of each year each bargaining unit member shall be credited with one day of Personal Leave. The Personal Leave must be used within one (1) year of the date it was accrued and shall not be carried over to the next year.

13.6 Upon separation, a member shall receive 100% of their accrued vacation leave.

ARTICLE 14. HOLIDAYS

14.1. The Town recognizes the following eleven (11) official holidays and birthday holiday* for bargaining unit employees:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24th
Christmas Day	December 25th

*Employee's Birthday: May be taken on another date agreed to by the employee and Chief of Police.

14.2. Subject to Article 14.3, if an employee's shift begins on a holiday, he/she will be paid at a rate of one and a half (1 ½) times his/her normal rate of pay for the time actually worked, in addition to being paid for the holiday as part of his/her normal work week.

14.3 If an employee's shift begins on Christmas or New Year's Day he/she will be paid at the rate of two (2) times his/her normal rate of pay for the time actually worked, in addition to being paid for the holiday as part of his/her normal work week.

14.4 If the employee's shift begins on a holiday, including Christmas or New Year's, and the employee calls in sick, is out of work pursuant to Article 23, or takes bereavement leave as described in Article 15, the provisions of paragraph 14.2 or 14.3 shall be inapplicable.

14.5 If a holiday falls on an employee's regular day off or within a vacation period, he/she shall receive one day’s pay in lieu of the holiday or at the option of the Chief of Police and with the employee's consent, he/she may be granted an alternate day off for the holiday.

ARTICLE 15. SICK AND BEREAVEMENT LEAVE

15.1. Approval for sick and bereavement leave remains in the discretion of the Town, however, such approval will not be unreasonably denied.

15.2 Up to two (2) additional days of sick or bereavement leave may be granted for circumstances necessitating out of state travel.

15.3 The benefits of this article shall apply to an employee's immediate family. Immediate family shall be defined as spouse, children, grandchildren, mother, father, sister, brother, mother-in-law, father-in-law, grandfather, grandmother, and registered domestic partner.

15.4 SICK LEAVE POLICY

a. Sick leave will be accrued at 1 day per month (12 days per year) beginning on the first year of the policy. Every year thereafter days will be earned on a monthly basis.

Note: New bargaining unit members will be prorated by date of hire and will follow the regular schedule in new calendar year.

b. Each bargaining unit members will have a sick bank of days based on the following formula: one day will be granted for each month of service with the department. All sick days utilized in the bargaining unit member's career will then be deducted from that total leaving that amount of days left to be the officer's sick bank.

c. Upon separation, bargaining unit members in good standing will be allowed to receive payment of half (50%) of their remaining sick leave balance payout for unused sick days, said payment will be made at the employees' regular rate of pay. (This payout will not be used for pension calculation).

d. Employees will be allowed to cash out up to 144 hours of unused sick time each fiscal year provided a minimum sick leave balance of 120 hours is maintained. Any employees wishing to cash out sick time in accordance with this section must submit said request no

later than June 1st of each year. The Town will make all cash out payments to employees in the subsequent fiscal year between October 1st and November 30th.

e. Medical Certification (doctor's note) required for 3 or more days of being out sick. Employees will be required to be at their residence during regular duty hours while on sick leave until they return to work.

- Bargaining unit members will notify Desk Officer/Dispatcher when leaving residence on sick leave during regular duty hours and give reason to Desk Officer/Dispatcher for documentation.

f. 3 or more incidents in 6 months period or 5 or more incidents in a 12 months period will result in a bargaining unit members being designated ***Chronic Sick.*** Sick Leave incidents shall not include Sick Leave used in connection with a child, family member or spouse's illness or injury.

Note: Incident defined as one of more days per sick occurrence.

- ***Chronic Sick*** designation will cause the following regulation to be enforced:
  1. Review of bargaining unit member's performance records.
  2. Elimination of discretionary OT and work assignments for 90 days upon 1st chronic Sick designation. Note: Full 8 months curtailment of OT on 2nd and/or additional Chronic Sick Designation.
  3. All tour change requests, requests for IVD will only be granted by the CO or XO.
  4. Record of Chronic Sick designation will be placed in the Bargaining Unit Members permanent record file.
  5. Chronic Sick designation will be considered when bargaining unit members is being considered for promotions, discretionary details/positions with the department.
  6. Subject to Medical evaluation to determine fitness for duty by Town chosen physical.

ARTICLE 16. EDUCATIONAL ASSISTANCE

16.1 The Town, in its efforts to encourage its bargaining unit members to acquire a greater knowledge in their field of employment during their personal time agrees to bear the cost of required tuition but not matriculation costs, laboratory fees, books and materials for job related educational courses. In order for an employee to be eligible for reimbursement for a particular course, prior approval for the course must have been received from the Town.

16.2 Reimbursement as provided in 16.1 (above) shall be made, in accordance with the following:

Grade A	100% Reimbursement
B	75% Reimbursement
C	50% Reimbursement
D	0% Reimbursement
F	0% Reimbursement
W	0% Reimbursement

16.3 Employees who voluntarily terminate employment or who are discharged from the Town within two (2) years from the end of a course for which reimbursement from the Town has been received shall reimburse the Town for the cost of the course pursuant to 16.4 (below). In the case of a termination no reimbursement shall be required until all appeals of the termination have been exhausted or until the time to take appeals has expired.

16.4 Reimbursement shall be made on a six (6) month pro rata basis rounded to the nearest six (6) month period. For example, if an employee leaves four (4) months after a course begun after October 1, 1996 ends, the employee will reimburse the Town for three-quarters (3/4) of tuition for that course (two (2) years is 100%; four (4) months rounded to the nearest six (6) month period is six (6) months; two (2) years minus six (6) months leaves three-quarters (3/4) of two (2) years). If an employee leaves one (1) year and one (1) month after the course terminates they would reimburse the Town one half (1/2) tuition (one (1) year and one (1) month rounded to the nearest six (6) months is one (1) year; one (1) year is fifty percent (50%) half of two (2) years).

16.5 No employee shall be reimbursed for tuition in excess of two thousand ($2,000) dollars in any fiscal year.

ARTICLE 17. DRUG AND ALCOHOL TESTING

17.1 The Town and the PBA recognize that employee drug and alcohol abuse has an adverse impact on Town government, the image of the Town employees, the general health, welfare and safety of the employees, and to the general public at large. Therefore, the parties agree that the Police Department shall have the right to require employees to submit to drug and alcohol testing designed to detect the presence of illegal drugs and alcohol.

17.2 Drug is defined as amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the above mentioned substances. Alcohol includes distilled spirits, wine, malt beverages, and intoxicating liquors.

17.3 The Department will require members of the bargaining unit to submit to drug and alcohol tests under the following circumstances:

17.3.1 The Department may require all members of the bargaining unit who suffer an injury in the line of duty and/or are involved in a car accident to submit to a drug and alcohol test immediately after the accident.

17.3.2 The Department will require all members of the bargaining unit to submit to a drug and/or alcohol test based on its belief that the employee to be tested is under the influence of or possibly using drugs and/or alcohol drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

(a) Observable phenomena while at work, such as direct observation of drug and/or alcohol usage or of the physical symptoms or manifestations of being under the influence of a drug and/or alcohol.

(b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.

(c) A report of drug and/or alcohol use, provided by a reliable and credible source, which has been independently corroborated.

(d) Evidence that an individual has tampered with a drug and/or alcohol test during employment with the current employer.

(e) Information that an employee has caused, or contributed to, an accident while at work.

(f) Evidence that an employee 'has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Inappropriate employee behavior as described above must be personally observed by a superior officer and witnessed by at least one other employee witness, who may or may not be a superior officer or a police officer.

When confronted by a superior officer, the employee under suspicion will be offered an opportunity to explain to the superior officer, prior to being ordered to take the drug and/or alcohol test, why the aberrant or unusual behavior is noticeable. Drug and/or alcohol testing based upon reasonable suspicion will be conducted only with either the consent of the Police Chief or his/her designee or the consent of the Town Manager or his/her designee. Such approval shall be memorialized in writing and indicate the subject matter of the test, why the test was ordered and listing the specific objective fact(s) constituting "reasonable suspicion." A copy of this written order will be provided to the employee as soon as it is practicable to do so.

Any refusal on the part of the suspected employee to immediately comply with a valid "reasonable suspicion" drug and/or alcohol testing order will result in the immediate causal termination of the employee.

17.3.3 The Department, as part of its medical examination process during pre-employment; during a fitness for duty examination, and during the annual physical examinations, will require the members of the bargaining unit to submit to a drug and alcohol test.

17.4 An employee required to submit to a mandatory test for the presence of drugs and/or alcohol shall be entitled to have a PBA or other employee representative present during the test. However, under no circumstances will the drug and/or alcohol test be delayed for more than one (1) hour to allow for the presence of a PBA or other employee representative.

17.5 The following procedures shall apply to the substance abuse testing administered to employees who meet the above stated conditions:

17.5.1 Analysis of specimens will be collected and performed only by laboratories, hospitals or clinics certified by the State of Florida, Agency for Health Care Administration (AHCA) or the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing qualified sites and employing collectors trained to follow custodial collection protocols and properly maintain legal specimen chain-of-custody. Specimens may include urine, blood, and hair follicle samples.

17.5.2 Specimens shall be drawn or collected at a laboratory, hospital, doctor's office, certified medical facility or even on Town premises by a certified health care professional. If the Town or the collector requires an observer when the urine specimen is given, the observer shall be of the same sex as the employee being tested. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee, and his/her witness should be in existence.

17.5.3 All drug and/or alcohol testing will be conducted using recognized technologies and recognized testing standards. The following standards shall be used to determine what level of detected substance shall constitute a **POSITIVE** test result for urine specimens:

Substance	**Screening Test**	**Confirmation**
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepines	300 ng/mL	150 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Cannabinoids (Marijuana)	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	150 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates (Heroin, Morphine,	Codeine)2000 ng/mL	2000 ng/mL
Phencyclicline (PCP)	25 ng/mL	25 ng/mL
Propoxyphene	150 ng/mL	150 ng/mL
Alcohol (Ethanol)	0.02 g/dl	0.04 g/dl (blood specimen only)

17.5.4 Levels found below those set above shall be determined as negative indicators. Tests for other non-presented controlled substances will be in accordance with federal and state government screening and confirmation standards.

17.5.5 All positive initial tests shall be confirmed using gas chromatograph/mass spectrometry or an equivalent or more accurate scientifically accepted method approved by AHCA. The test must also use a different scientific principle from that of the initial test procedure.

17.5.6 A Certified Medical Review Officer (MRO) who will be a medical professional chosen by the Town will review all negative and confirmed positive laboratory results. Confirmed positive results will only be communicated to the Town's designated human resources professional after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physician. Employees may consult the Town appointed MRO concerning drugs and/or drug groups that may be tested for under this procedure.

17.5.7 Employees may contact the Town's MRO to ask questions concerning prescribed medications they are taking for clarification purposes involving fitness for duty assessments.

17.5.8 The following is a list of over the counter and prescription drugs which could alter or affect drug and alcohol test results. Due to the large number of obscure brand names and the constant marketing of new products, this list cannot be and is not intended to be all inclusive:

Alcohol: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof), and Listerine is 26.9% (54 proof).

Amphetamines: Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ioanamine, Fastin, Vicks Nasal Inhalers.

Cannabinoids: Marinol (Dronabinol, THC).

Cocaine: Cocaine HCI topical solution (Roxanne).

Phencyclidine: Not legal by prescription

Opiates:Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussiorganidin, etc.

Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Egic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, Etc.

Benzodiazephines: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.

Methodone: Dolophine, Metodose, etc.

Propoxyphene: Darvocet, Darvon N. Dolene, etc.

17.6 Within five (5) working days after receipt of a positive confirmed test result from the testing laboratory, the Town will inform the employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide to the employee or job applicant upon request, a copy of the test results. Within five (5) working days after receiving written notification of a confirmed positive test result, an employee or job applicant may submit information to the Town explaining or contesting the test results and why the results do not constitute a violation of the employer's policy. If the Town disagrees with the employee's position, within fifteen (15) days of receipt of a formal challenge of positive confirmed test results, the Town will respond to the employee. If the employee wishes to maintain the challenge, within thirty (30) days of receipt of the Town's written response, the employee may appeal to a Court of competent jurisdiction and/or a Judge of Compensation Claims (if a workplace injury has occurred). Upon initiating a challenge, it shall also be the employee's responsibility to notify the testing laboratory which must retain the specimen until the case is settled. Furthermore, any decision made or action taken which adversely affects the employee under this Article is subject to the grievance and arbitration procedure of this Agreement.

17.7 The results of all tests performed hereunder will be held confidential to the extent permitted by law.

17.8 Any specimens found or admitted to have been adulterated or substituted before, during or after the substance abuse test, will constitute immediate grounds for employee discharge from employment.

17.9 All job applicants and employees have a responsibility to notify the laboratory of any administrative or civil actions brought pursuant to the Drug - Free Workplace Act as found in section 112.0455 of the Florida Statutes.

17.10 The results of such tests shall be handled as if part of an internal affairs investigation, and the employee involved shall be afforded all the rights enumerated in Section 112.532 of the Florida Statutes. The taking of drug and/or alcohol tests from a member of the bargaining

unit does not constitute an interrogation within the meaning of Section 112.532 of the Florida Statutes, unless questions are asked at the time the test is taken.

17.11 Disciplinary consequences for having a confirmed positive drug test is the immediate discharge of the employee for cause, and the potential denial of Unemployment Compensation as specified in Sections 440.101 and 440.102 of the Florida Statutes. An employee injured in the line of duty and/or involved in an automobile accident and subsequently confirmed positive for drug and/or alcohol abuse based upon post accident testing will also be terminated from employment and may lose Workers' Compensation benefits.

17.12 An employee who tests positive for alcohol and was not involved in an accident and/or did not suffer an injury in the line of duty while under the influence of alcohol must meet the following conditions to remain employed by the Department:

(1) Completion of an Employee Assistance Program or Substance Abuse Program approved by the Town.

(2) During the period the employee is out after a positive alcohol test result, he/she will be placed in a "no-pay" status or they may utilize their accrued vacation leave.

(3) The employee who had a positive test result and is reinstated must sign a Last Chance Agreement that will specify immediate discharge on a second positive alcohol test.

17.13 Nothing in this Article shall prohibit an employee from voluntarily self- identifying as having a substance abuse problem to either his/her immediate supervisor, Department Head, or an Employee Services Representative, but may not do so just prior to being selected for a drug and/or alcohol test. Requests from employees for assistance in this regard shall remain confidential to the extent permitted by law and shall not be revealed to other employees or members of management without the employee's consent. Employees enrolled in substance abuse programs as outpatients, shall be subject to all Town rules, regulations and job performance standards. The Department will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug and/or alcohol related problem, while under the Department's employ if the employee has not entered an

employee assistance program for drug/alcohol related problems, or entered a drug/alcohol rehabilitation program for related problems.

Drug and alcohol abuse are serious personal concerns for many individuals. The Town provides employees in such circumstances with the services of an Employee Assistance Program which may be called to obtain free, confidential, professional referral assistance. The program available to employees and utilized by the Town is Horizon Employee Assistance Program.

ARTICLE 18. GRIEVANCE AND ARBITRATION PROCEDURE

18.1 In a mutual effort to promote harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstanding between the parties arising from the application and interpretation of this Agreement.

18.2 A grievance shall be defined as any dispute concerning the interpretation or application of this Agreement, excluding disciplinary action (i.e. suspension, demotion, termination) which will be handled in accordance with Article 10.

18.3 Grievances shall be processed in accordance with the following procedure:

Step 1:

The aggrieved employee shall discuss the grievance with his immediate supervisor within seven (7) calendar days of the occurrence which gave rise to this grievance. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other authorized leave, the seven (7) day period shall commence running immediately upon the employee's return from such authorized leave. The Association representative may be present to represent the employee. The immediate supervisor shall attempt to correct the problem and/or respond to the employee within ten (10) calendar days. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the time limits provided for the submission of the grievance at Step 1 and signed by the aggrieved employee(s) or the Association representative on their behalf. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. (In the event the Association representative signs said grievance, the employee's name will be listed on the grievance.)

Step 2:

If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if so requested by the employee, shall reduce the grievance to writing and present such written grievance to the Chief of Police or his designee within seven calendar days from the time the supervisors response was due in Step 1. The written grievance shall include the

contractual provisions being grieved, facts surrounding the grievance, and the remedy requested. The Chief of Police or his designee may meet with the employee, and the Association representative. The Chief of Police or his designee shall respond in writing, ten (10) calendar days from receipt of the grievance.

Step 3:

If the grievance remains unresolved the aggrieved employee may present the written grievance to the Town Manager or his designee within seven (7) calendar days from the time the Chief of Police's response was due in Step 2. The Town Manager or his designee may meet with the employee and the Association representative. The Town Manager or his designee shall respond in writing, within twenty (20) calendar days from receipt of the grievance.

Step 4:

If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Town or the Association may request arbitration on behalf of the employee(s) no later than twenty (20) calendar days after the Town Manager's response is due in Step 3. The parties to this Agreement will mutually agree, or attempt to agree, on an independent arbitrator. If this cannot be done, the parties or their representatives shall jointly request the names of five (5) arbitrators from FMCS. The parties shall select an arbitrator from the list by the method as set forth by FMCS. That arbitration shall be conducted under the rules of the FMCS. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article. It is contemplated that the Employer and the Association may be able to mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing, and if this is done the arbitrator shall confine his decision to the particular matter thus specified. In the event of failure of the parties to so agree on a statement of issue to be submitted, the Town and the Association shall submit a statement of the issues to the arbitrator.

Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding upon both parties. The Employer shall provide the hearing room. Each party shall bear the expenses of its own witnesses, and shall pay one-half the cost of the impartial arbitrator. Parties desiring copies of the transcript of such arbitration shall bear the expense.

Nothing in this article shall be construed to prevent any employee from presenting his own grievance, up to but not including a request for arbitration; however, the Association shall be given reasonable opportunity to be present at any meeting called for the resolution of grievances.

18.4 Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the grievance procedure. Any grievance not pursued by the employee within the time limits above will be considered abandoned.

ARTICLE 19. RULES AND REGULATIONS

19.1 It is agreed and understood that the Town and the Police Department currently have rules and regulations governing employment. The Association agrees that said rules and regulations shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the T o w n , provided, however, that said formulation, amendment, revision and implementation will be neither arbitrary nor capricious.

19.2 It is agreed and understood that employees wi11 be provided with copies of any rules and regulations which are new and/or which replace, update, and/or supersede the Town's or Department's present rules and regulations.

19.3 The Town shall give a copy of any newly adopted rule or regulation, as well as any amendment or revision to a rule or regulation, to the Association.

ARTICLE 20. SAVINGS CLAUSE

20.1 Should any provisions of this collective bargaining Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon request by either party, both parties shall immediately enter into collective bargaining for the purpose of re- negotiating such Article or Section so affected.

ARTICLE 21. PREVAILING RIGHTS

21.1 All job benefits provided for in writing heretofore enjoyed by all the bargaining unit employees who are not specifically provided for or abridged by this Agreement shall continue. The Agreement will not deprive any employee of any benefits or protections granted by the laws of the State of Florida, Ordinances of the Town of Bay Harbor Islands, or the Rules and Regulations of the Bay Harbor Islands Police Department.

ARTICLE 22. SENIORITY

22.1 Seniority shall consist of continuous accumulated paid service by classification with The Town. Seniority shall be computed from the date of appointment to the classification and shall accumulate during paid absences because of illness, injury, vacation, military or other authorized leave. In the event bargaining unit employees have the same seniority by classification, seniority shall then be determined in the following descending order: Date of Hire by Department /Date of Hire by Town/Draw Lots.

22.2 Provided operational needs are met, seniority shall be used to determine the following:

(a) Vacation leave.

(b) Shift selection and squad which includes days off; except that the Chief of Police shall have the exclusive authority to assign sergeants to the squad of his/her choosing, provided the sergeant's shift selection is honored.

(c) Off-duty employment rotation assignments.

22.3 Provided operational needs are met and qualifications for selection are equal, seniority shall be a tiebreaker for the following: (a) Assignment of department equipment (b) Vacancies in specialized units.

22.4 Vacancies in specialized units, other than Marine Patrol, shall only be filled by non-probationary employees unless non-probationary employees are unqualified or decline the position.

ARTICLE 23. INJURIES IN THE LINE OF DUTY

23.1 If an employee is injured in the line of duty and is entitled as a matter of law to receive Worker's Compensation benefits under Florida's Workers' Compensation Act, the Town will supplement such compensation so that the employee will receive full pay, and he will continue to accrue seniority benefits, for up to ninety (90) calendar days resulting from time lost due to the injury. The ninety (90) day period may be extended for one or more additional periods of up to forty-five (45) calendar days by the Town Manager. The Manager's decision shall not be unreasonable. If the employee receives any other payments from social security, the Town's disability insurance plan, etc., the employee shall immediately report said amounts to the Town and the Town will reduce its supplemental payments to the employee by that amount. It is intended that no employee should ever receive more than his/her full pay.

23.2 If the employee is absent from work for more than one hundred eighty (180) calendar days, and the Town Manager determines that he wants to fill the employee's position he may place the employee on a medical leave of absence for the purpose of further rehabilitation or as a prelude to disability retirement. In that event, the employee will remain eligible for reinstatement to an available and open position for an eighteen (18) month period if, in the determination of the Town Manager, based upon reports of a physician designated by the Town, the employee becomes able to perform the job. The employee may also be examined by his/her own physician. If these physician opinions are different, then the employee would be examined by a third physician that would be selected by the first two physicians and whose determination regarding the employee's return to work capabilities shall be binding. Upon reinstatement, the employee will be returned to the pay step and seniority status in effect at the time full pay by the Town was terminated.

23.3 When so directed by the Town, any employee on disability leave shall present himself/herself to an examination at any reasonable time to any physician designated by the Town. The Town will bear the full expense of said examination. The refusal of any such employee to present himself/herself for an examination will operate to automatically terminate his/her disability leave.

23.4 Whenever an employee on disability leave becomes physically able to perform some useful light duty work for the Town, as approved by the employee's treating physician, he/she may be required to do so as a condition to receiving the benefits specified in paragraph 23.1.

ARTICLE 24. OFF-DUTY EMPLOYMENT

24.1 The Town agrees that employees working off-duty employment will receive compensation for off duty work according to a fee schedule set by committee comprised of one member appointed by the Chief, one representative of each shift and a PBA representative.

24.2 Personnel assigned to off-duty law enforcement jobs shall be fully protected in case of line of duty injury during such assignment by Workmen's Compensation and Town disability leave coverage.

24.3 When available, the Town will furnish a hand-held radio unit to an employee working an approved off-duty employment detail.

24.4 In addition to the amount paid the employee, the Town shall charge the permittee a surcharge of two dollars ($2.00) per hour worked.

24.5 The Town agrees to take the appropriate steps to implement and employ a private entity with the appropriate software and infrastructure already in place, who will be in charge of the off-duty program, to facilitate off-duty record keeping, financial tracking and the assignment of officers to off duty employment. The Town may utilize Off Duty Management Inc., a Texas Corporation, to be in charge of the off-duty program or any other company which provides equal services as Off Duty Management Inc. The Town will not be required to create the Town's own software or infrastructure to manage the off-duty program in the event said software is not already in existence. The Town has prepared a detailed off-duty departmental policy delineating the responsibilities of employees and the coordinator(s) regarding off-duty employment.

ARTICLE 25. UNIFORMS, SAFETY AND EQUIPMENT

25.1 All uniform and equipment benefits provided on a department wide basis shall remain in full force and effect. Employees shall receive replacement items as needed.

25.2 The parties acknowledge that law enforcement is, by its very nature, a hazardous occupation and employees understand that the nature of the job environment exposes them to hazardous conditions. The Town will make a reasonable effort to ensure that its equipment, working conditions and the job environment will not jeopardize the health or safety of employees. Nothing in this Article limits the management rights expressed in this Agreement. Employees will make a conscientious effort to maintain a safe working environment.

25.3 The Town will make a reasonable effort to ensure that equipment it purchases will not jeopardize the health or safety of bargaining unit employees and will be adequately maintained. Employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner, as well as to ensure equipment is inspected and not subject to abuse.

25.4 The Town will provide all bargaining unit employees with an approved bullet proof vest, which shall be worn by bargaining unit employees when performing patrol duties or as otherwise directed by the Chief of Police.

25.5 Except for instances involving employee negligence, if an employee's personal property is lost or damaged as a consequence of his official duties, (i.e., through physical violence, accident, or assault) and no other reimbursement source is available, the Town, upon approval by the Manager, will reimburse the employee for the replacement of property to a maximum of one hundred percent (100%) of replacement cost or one hundred fifty dollars ($150.00), whichever is less.

25.6 Vehicles:

A. The Town shall maintain a Take Home Vehicle Program (hereafter referred to as "THVP"). The Chief of Police shall have the right and authority to determine the assignment of vehicles. The removal of an assigned vehicle shall be at the Chief's discretion. Vehicle assignments are understood to be based on operational necessity and subject to the THVP policy guidelines and standards established by the Chief of Police.

B. Members participating in the THVP shall reside in Miami-Dade County or Broward County. However, the three (3) members currently residing in Palm Beach County shall be grandfathered in with take home vehicle privileges.

C. All police vehicles will be equipped with:

(a) Surgical gloves

(b) One way resuscitation device

(c) Disinfectant

(d) Bargaining unit members will be permitted to carry semi-automatic weapons while on duty and off duty under the following conditions:

1) Those employees wishing to carry semi-automatic weapons will make their selection from a choice of types as determined by the Chief of Police, based upon the recommendation of the Firearms Committee.

2) The weapon must be inspected and certified as safe by an expert designated by the Chief of Police.

3) The employee must be able to disassemble and reassemble the weapon.

4) The Town will provide ammunition for use in the approved semi-automatic weapons.

25.7 A Labor/Management Safety Committee will meet, as needed, to address issues involving employees' safety, accident prevention, etc. Labor Representatives shall not be considered on duty and thus are not entitled to compensation when attending such meetings.

25.8 Any bargaining unit member who retires from the Bay Harbor Police Department with twenty (20) years or more of service shall be presented with and receive his/her retiree badge and their service issued handgun.

ARTICLE 26. LAW ENFORCEMENT TRAINING

26.1 Every employee shall be provided mandatory in-service training as required by Florida Statute Section 943.135. Time spent at such training shall be treated as regular duty hours.

26.2 The Town agrees to schedule two (2) days per year for range qualification. The costs of ammunition and range fees are to be paid by the Town.

26.3 When a bargaining unit employee assigned to range qualification outside of his/her regular schedule, the employee shall be paid a minimum of three (3) hours at the employee's overtime rate. An officer who is assigned to fire at the range on his/her regularly scheduled workday while not actively on duty will be paid a minimum of two (2) hours at the overtime rate of pay. Officers firing while working their regular shift (on duty) are not entitled to any extra compensation. If an officer is assigned to the range during his/her regularly scheduled day off and if such range qualification is not assigned within one hour or less of the end of the officer's scheduled shift, he/she shall be paid in accordance with Article 11, Basic Work Week and Overtime. If an officer is assigned to the range during his/her regularly scheduled day off within one (1) hour or less of his/her regular shift, the officer shall receive a minimum of three (3) hours at the overtime rate.

ARTICLE 27. INSURANCE BENEFITS

27.1 The Town shall provide health insurance for all bargaining unit members.

27.2 The Town shall pay the full coverage premium for each bargaining unit member.

27.3 The Town shall pay sixty-five percent (65%) of the premium toward dependent coverage for bargaining unit members who elect to subscribe to such coverage.

27.4 Employees who voluntarily opt out of the Town's health insurance coverage due to coverage eligibility elsewhere shall receive fifty percent (50%) of the monthly health insurance premium paid by the Town for individual HMO coverage. This will be paid to the employee on a monthly basis.

27.5 The Town shall pay four hundred and twenty-five dollars ($425) per month for each bargaining unit member who retires after October 1, 2005 ("Retirees"), under the normal retirement criteria set forth in the police officers' pension plan until such time as the Retiree reaches age 65. These four hundred and twenty-five dollars ($425) shall be used by the Retiree to pay for his/her health insurance premium. In order to qualify for this benefit, Retirees will be required to complete an annual affidavit certifying that they are not receiving other moneys to pay for their health insurance premiums.

27.6 The Town shall provide each bargaining unit member with fifty thousand dollars ($50,000.00) in life insurance coverage. The Town shall pay the full cost of the premium.

ARTICLE 28. WAGES

28.1 All bargaining unit employees shall receive a three percent (3%) cost of living adjustment effective October 1, 2026. All Steps in the respective pay plans for each rank within the unit shall be increased by the foregoing percentage effective that date as reflected in Salary Schedule "A".

~~28.2~~ Employees will be eligible to receive a one (1) step increase based upon a scoring of "satisfactory" or above performance evaluation. An employee who does not receive a performance evaluation score of "satisfactory" or above will remain at their current step until the next performance evaluation. An employee who received a performance evaluation score less than satisfactory shall be re-evaluated in three (3) months to check for progress in the substandard performance. Once the employee achieves a rating that is satisfactory or above they will receive a step increase. The step increase shall be effective upon the aforementioned rating and shall not be retroactive. The subsequent re-evaluation shall not change the employee's anniversary date. Employees may appeal a performance evaluation of less than satisfactory to an appeal board. Such appeal must be requested in writing within ten (10) calendar days. The appeal board shall consist of one (1) member chosen by the Town, one (1) member chosen by the PBA, and one (1) member chosen by the preceding two members. The appeal shall be an expedited hearing and the decision of the appeal board shall be binding.

28.3 Longevity Increases - After completing ten (10) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%). After completing twelve (12) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%). After completing fifteen (15) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salary shall be increased by another five percent (5%). After completing eighteen (18) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees shall receive a one-time lump sum payment equal to five percent (5%) of each employee's base salary at the time of their 18th anniversary with the Town. After completing twenty (20) years of uninterrupted police service with the Bay Harbor Islands' Police Department employees' base salaries shall be increased by five percent (5%). After completing twenty-five (25)

years of service employees' base salaries shall be increased by five percent (5%).

28.4 Employees assigned to a position of detective will receive an annual clothing allowance of eight hundred and fifty dollars ($850) which will be paid on a yearly basis.

28.5 Employees shall receive a twenty ($20.00) dollar bi-weekly law enforcement allowance/reimbursement.

28.6 Employees who are assigned and work the twelve (12) hours of the second shift for more than thirty (30) consecutive days shall be paid a three percent (3%) night differential for the twelve (12) hours worked.

28.7 Employees assigned to work as detectives shall receive a five percent (5%) differential.

28.8 Employees not assigned to the position of detective shall receive an annual clothing allowance of six hundred dollars ($600) annually to be paid in the last check of the calendar year.

28.9 Field Training Unit: Only CJSTC trained and Field Training Officer ("FTO") certified shall receive an increase in base salary of five percent (5%) for the time the FTO is training a new officer. Officers who perform field training duties on a temporary basis are not eligible for FTO pay under this section; "temporary basis" is defined as time amounting to less than a work week. The Town's payroll department shall be notified by the Chief of Police and/or the Chief's designee of when the FTO assignment commences and when it concludes as to assure that the proper pay adjustments are made.

ARTICLE 29. PENSION

29.1 The town agrees to take the appropriate steps to implement the following benefits to the Police Officer Pension Plan ("Plan") as soon as practicable:

29.1.1 Effective October 1, 2005, employee contribution shall be seven percent (7%) of earnable compensation to the Plan and effective October 1, 2006, employee contribution shall be eight percent (8%) of earnable compensation to the Plan.

29.1.2 The pension multiplier for creditable service rendered on or after October 1, 2014 shall be equal to three point five percent (3.5%) of the monthly average final compensation multiplied by the number of years of creditable service. Bargaining unit employees who elect to receive this benefit shall be required to pay the full eight percent (8%) employee contribution for those years of service. The town agrees to allow the employee up to thirty-six (36) months to pay total eight percent (8%) contribution.

29.2 The employees' pension benefit shall be based on their best three (3) years of service.

29.3 Employees' shall fully vest in the pension plan after five (5) years of creditable service.

29.4 Upon ratification of this Agreement the Town agrees to take the appropriate steps to make the necessary changes to the Town's pension ordinance to include and implement a Deferred Retirement Option Program (hereafter referred to as "DROP") as soon as possible. Upon the execution of this Agreement a committee shall be established for the purpose of initiating a DROP. This committee shall consist of three (3) members: One (1) member to be designated by the Town, one (1) member to be designated by the PBA and one (1) member to be designated pursuant to the mutual agreement of the two initial members designated by the Town and the PBA.

A DROP shall be administered by the Retirement Board. Participation in the DROP shall be limited to five (5) years. The five (5) year participation period shall be measured from actual retirement of the Participant. Upon entering the DROP, a participant shall elect whether the earnings credited to the Participant's DROP account shall be the actual net investments return realized by the Plan (determined quarterly). Thereafter, on or before December 1st of each year, Participants shall make an annual irrevocable investment election for the following calendar year

between the actual net investment return realized by the Plan. Investment elections shall be in writing and submitted to the Retirement Board. If a Participant fails to timely submit a written investment election to the Retirement Board, the default investment election for the Participant's DROP account will be the prior year's selection. The DROP shall contain such other terms and conditions as the Retirement Board deems necessary and appropriate for proper administration of the DROP.

29.5 The Town further agrees to take the appropriate steps to modify the current plan to permit members to purchase up to four (4) years of prior police or military service. The members shall be responsible for the full cost of any years purchased.

Continuous employment shall also include credit for military service occurring prior to a Participant's employment with the Town as well as prior service as a police officer for some other employer as long as the Participant is not entitled to receive a benefit for such other prior service as a police officer provided that the Participant contributed to the Fund the sum that he would have contributed, based upon his salary and the employee contribution rate in effect a the time the service credit is requested, had he been a Participant of the Plan for the years or fractional parts of years for which he/she is requesting credit plus any amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus the payment of costs for all professional services rendered to the Board in connection with the purchase of years of service. Payment by the Participant of the required amount shall be made within six (6) months of his/her request for credit, but not later that the retirement date, and shall be made in one lump sum payment upon receipt of which service credit shall be given. Multiple requests to purchase service pursuant to this sub-section may be made at any time prior to retirement

29.6 The Parties agree that either the Town or the PBA may reopen this Article during the term of this Agreement by giving the other party written notice of its request to reopen. In the event either side reopens this Agreement, the Parties agree that they shall hold a collective bargaining session within thirty (30) days of the request to reopen, unless mutually extended by both Parties.

ARTICLE 30. TERM OF AGREEMENT

30.1. This Agreement shall become effective immediately after ratification by the Association and approval by the Town Council and shall remain in effect until September 30,

2027 or until a successor Agreement is ratified by the parties.

30.2 It is agreed and understood that this Agreement constitutes the whole Agreement between the Town and the Association, and that after a majority vote of those bargaining unit members voting on the question of ratification and, thereafter, upon the approval of the Town Council, shall become effective as indicated in 30.1 above.

30.3 Agreed to this day _____of _____, 2026, between the respective parties through an authorized representative(s) of the Town and the Association.

FOR THE TOWN OF BAY HARBOR ISLANDS:

_____
Lindsley Noel, Town Manager

FOR THE SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION:

_____
Steadman Stahl, President

_____
Michael Braverman, Esq.
Counsel for SFPBA

_____
Cristina Escobar, Esq.
Counsel for SFPBA

SCHEDULE A

POLICE OFFICER SALARY SCHEDULE

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Officer Base Scale		$ 31.80	$ 33.39	$ 35.06	$ 36.81	$ 38.65	$ 40.58	$ 42.61
Officer FY 23-24	**4%**	$ 33.07	$ 34.73	$ 36.46	$ 38.28	$ 40.20	$ 42.20	$ 44.31
Officer FY 24-25	**5%**	$ 34.73	$ 36.46	$ 38.29	$ 40.20	$ 42.21	$ 44.31	$ 46.53
Officer FY 25-26	**5%**	$ 36.46	$ 38.28	$ 40.20	$ 42.21	$ 44.32	$ 46.53	$ 48.86
Officer FY 26-27	**3%**	$ 37.55	$ 39.43	$ 41.41	$ 43.48	$ 45.65	$ 47.93	$ 50.33

SCHEDULE B

SERGEANT SALARY SCHEDULE

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Sergeant Base Scale		$34.39	$36.10	$37.91	$ 39.80	$ 41.79	$ 43.88	$ 46.08
Sergeant FY 23-24	**4%**	$35.77	$37.54	$39.43	$ 41.39	$ 43.46	$ 45.64	$ 47.92
compression	**1%**	$36.12	$37.92	$39.82	$ 41.81	$ 43.90	$ 46.09	$ 48.40
Sergeant FY 24-25	**5%**	$37.93	$39.82	$41.81	$ 43.90	$ 46.09	$ 48.40	$ 50.82
compression	**1%**	$38.31	$40.21	$42.23	$ 44.34	$ 46.55	$ 48.88	$ 51.33
Sergeant FY 25-26	**5%**	$40.22	$42.22	$44.34	$ 46.55	$ 48.88	$ 51.32	$ 53.90
no compression	**0%**							
Sergeant FY 26-27	**3%**	$41.43	$43.49	$45.67	$47.95	$50.35	$52.86	$55.52

SCHEDULE C

LIEUTENANT SALARY SCHEDULE

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lieutenant Base Scale		$37.64	$39.52	$41.49	$43.56	$ 45.75	$ 48.03	$ 50.44
Lieutenant FY 23-24	**4%**	$39.15	$41.10	$43.15	$ 45.30	$ 47.58	$ 49.95	$ 52.46
compression	**1%**	$39.54	$41.51	$43.58	$ 45.76	$ 48.06	$ 50.45	$ 52.98
Lieutenant FY 24-25	**5%**	$41.51	$43.59	$45.76	$ 48.04	$ 50.46	$52.97	$ 55.63
compression	**1.0%**	$41.93	$44.02	$46.22	$ 48.52	$ 50.96	$ 53.50	$ 56.19
Lieutenant FY 25-26	**5%**	$44.03	$46.22	$48.53	$ 50.95	$ 53.51	$ 56.18	$ 59.00
no compression	**0.0%**							
Lieutenant FY 26-27	**3%**	$45.35	$47.61	$49.99	$52.48	$55.12	$57.87	$60.77