**Town Of Bay Harbor Islands**
**Regular Town Council Meeting**
**AGENDA**
**November 16, 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 Regular Town Council Meeting 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 Regular Town Council Meeting 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 Regular Town Council Meeting should present themselves in person at the 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 Regular Town Council Meeting will in no way be affected by the use or functionality of Zoom access for comments.*

**Zoom Meeting Link: https://us06web.zoom.us/j/88974336150?pwd=0aOvUEaLhzNdFjcns2kcPu1Ny0RnK9.1**

**Meeting ID: 889 7433 6150**
**Passcode: 330045**

**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**

**Webinar ID: 889 7433 6150**
**Passcode: 330045**

**International numbers available https://us06web.zoom.us/u/kelsqJ7lu9**

**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 **Special Presentation to Ann-Marie Singh for the Town of Bay Harbor Islands, IACP 40 under 40 Award Recipient.**
   IACP 40 Under 40-A Singh.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 October 14, 2026 Regular Town Council Meeting Minutes**

2026-10-14- Regular Town Council Meeting Minutes.pdf

**11.2 Consideration and approval of a resolution ratifying the Bay Pass Toll Rates for Bay Harbor Islands residents retroactively effective September 1, 2026. Town Manager**

BHI Resident BayPass Resolution Item 11.2 Final.docx
BHI - Town Attorney Memo - BayPass - Item 11.2..pdf

**11.3 Consideration and approval of a resolution authorizing the Town Manager to execute an Inter Local Agreement (ILA) between the Miami-Dade Transportation Planning Organization (TPO) accepting the award of up to $45,000 for the "Bay Harbor Islands 96th Street Sidewalk and Corridor Improvement Plan" with a Town matching $45,000 for a total grant project cost of $90,000. Town Manager**

Approve the execution of an Inter Local Agreement (ILA) between the Miami-Dade Transportation Planning Organization (TPO) accepting the award of up to $45,000 for the "Bay Harbor Islands 96th Street Sidewalk and Corridor Improvement Plan".
2026-07-13 MGP BHI Award Letter.pdf
MGP Interlocal Agreement_Bay Harbor Islands.pdf
09-30-2026 Exhibit A Scope of Services Agreement BHI Ardurra_Executed.pdf
09-30-2026 Exhibit B Tentative Project Schedule - BHI 96th Street Corridor Plan.pdf
09-30-2026 Exhibit C Project Cost - BHI 96th Street Corridor Plan.pdf
09-30-2026 Exhibit D E-Verify Certification.pdf
09-30-2026 Exhibit E - Title VI Quarterly Progress Report_.pdf
TBH_Pool_Regulations_Resolution.docx

**11.4 Consideration and approval of a resolution authorizing the Town Manager to approve a $90,000 Task Order #6 for Ardurra Group, Inc (Ardurra) to provide the Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan.**

Approve a $90,000 Task Order #6 for Ardurra to provide the Kane Concourse 96th Street Sidewalk and Corridor Improvement Plan.
Executed - Agreement 300 Engineering-Signed Notarized (002) (002).pdf
BHI Ardurra Task Order Resolution Item 11.4.docx
09-30-2026 Exhibit A Scope of Services Agreement BHI Ardurra TO6_Executed.pdf

**11.5 Consideration and approval of a resolution exercising the Town's option to renew for one year the contract with Brightview. Town Manager**
Staff recommends that the Town Council approve a one-year renewal of the Landscape and Irrigation Maintenance Agreement with BrightView Landscape Services, subject to confirmation of the applicable renewal authority, available funding, and final review by the Town Attorney, and authorize the Town Manager to execute the necessary documents.
Brightview - Landscapie and Irrigation Maintenance EXP 2025 (1).pdf
Resolution-Brightview Ext 1 year-06-30-2026 thru 06-30-2027.docx
Brightview Extension of Agreement-11-16-2026 retro to 07-01-2026 through 06-30-2027.docx

**11.6 Consideration and approval of a resolution amending the FY 2025-2026 Budget.**
Adopt this resolution amending the FY 2025-2026 budget
FY26 Budget Resolution.docx
FY26_Budget_Resolution__Ex_A.pdf

**11.7 Consideration and approval of a resolution to enter into a renewal agreement with Axon Enterprises, Inc. for Body-Worn Cameras and Tasers. Town Manager**
Staff recommends approval of this resolution authorizing the Town Manager to execute a five-year renewal agreement with Axon Enterprise, Inc., for the Police Department’s Body-Worn Camera (BWC) and Taser Program, utilizing Sourcewell Cooperative Purchasing Contract No. 101223-AXN. The agreement is exempt from the Town’s competitive bidding requirements pursuant to the cooperative purchasing provisions of the Town Code and applicable procurement policies
Axon Enterprises, Inc.- 5YR Quote Q874221009 issued OCT 22, 2026.pdf
Axon Sourcewell Contract 101223.pdf
BHI Axon Resolution Item 11.8.docx

**11.8 Consideration and approval of a resolution renewing the Bridge Insurance for FY 2026/2027. Town Manager.**
Renewal of the Bridge Insurance for the FY2627. Insurance carrier has reduced from the annual premium for 2026-2027 compared to 2025-2026. Insurance carrier will be solely handled by Lloyd’s of London and the coverage to include the TRIA (Terrorism Risk Insurance Act) policy for terrorism and sabotage for total premium not to exceed $417,654.00 in FY2026/27.
BHI Bridge Property Premium Comparison 26-27.pdf
BHI Bridge Property Proposal 26-27.pdf
BHI Bridge Insurance Resolution Item 11.9.docx

**11.9 Consideration and approval of a resolution renewing the Property and Casualty Liability, Workers Compensation Insurance for FY 2026/2027.Town**

**Manager**
Staff recommends Town Council approve the renewal for FY 2026/27.
FMIT Invoice and Annual Policy Summary FY2026-27.pdf
BHI Property Casualty WorkersComp Resolution Item 11.10.docx

**11.10 Consideration and approval of a resolution renewing the insurance coverage as proposed in the Employee Benefits Comparison for FY 2026/2027. Town Manager**
FY2026-27 Employee Insurance Rates Summary.pdf
Group Insurance Budget by Fund FY2026-27.pdf
TOBH 2026-27 medical renewal comparison.pdf
BHI Employee Benefits Resolution Item 11.11.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 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

**12.3 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_HARBC (2).docx
Exhibit A-Landscaping.docx

**12.4 Consideration and approval of an ordinance on second 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.**
Ordinance-Construction Staging

**12.5 Consideration and approval of an ordinance on second reading requiring waterfront properties to display street addresses visible from the water. Town Manager**

BHI_Waterfront_Sign_Details.pdf
Ordinance-Waterfront_Address.docx

## 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

## 14. DEFERRED ITEMS:

**14.1 Discussion and possible action regarding a sales center extension at 1170 Kane Concourse.**
Town Council discretion to approve the applicant's request for an extension of the temporary sales center at 1170 Kane Concourse, Suite 101, for approximately twelve (12) months or until all units are sold, with a thirty (30) day vacate period, whichever occurs first, subject to the applicant addressing the lapse since the current expiration date of October 8, 2026, and maintaining a valid Business Tax Receipt and compliance with all applicable Town Code requirements.
2025-08-07_Letter_of_Intent_Origin_Sales_Office.pdf
25-000940 1170 Kane Concourse # 101.pdf
25-000940 1170 Kane Concourse Suite 101-Settlement Letter (2).pdf
1170 Kane Concourse BTR 2605 Complete file 2023-2025.pdf
1170 LLC v Town of Bay Harbor Islands-Notice of Adm Appeal-2025-000100-AP-01 25-000940 (2).pdf
2605 - 36336 - Bay Harbor Investment INC. - Origin Residences Sales Center (1).pdf
20250807 - Letter of Intent - Sales Center (RTS) 8..pdf
20251209 - Request For Mitigation 1170 Kane Concourse Ste. 101 12.09.25 (3).pdf

**14.2 Consideration and approval of a resolution amending and restating of Resolution No. 2107 - Impact Resistant Window and Door Permit Fee Waiver. Town Manager**
Approve the resolution amending and restating Resolution No. 2107, subject to review and approval as to legal form and sufficiency by the Town Attorney.
Revised_Resolution_2107_Window_Door_Fee_Waiver.docx

## 15. TOWN MANAGER ITEMS:

**15.1 Consideration and Approval of the Regular Town Council Meeting dates for the 2027 calendar year. Town Manager**
Staff recommends that the Town Council review and approve the proposed schedule of Regular Town Council Meetings for the 2027 calendar year. (See attached).
2027 Town Council Meeting Calendar.pdf

**15.2 Red Speed Annual Report.**
Current Violation Status by Location_20261026152530.pdf

**15.3**
**Discuss and approve 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 replacement bridges for Indian Creek and Bay Harbor Waterway. Town Manager**

INDIAN CREEK AND WATERWAY BRIDGE DESIGNS.pdf
EXHIBIT 1 PUBLIC ADVERSTISEMENT.pdf
EXHIBIT 2 COMMITTEE EVALUATION SCORES & FINAL RANKING.pdf
BHI Bridge Design RFQ Ranking Resolution Item 15.3.docx

**15.4 Consideration and approval of a resolution entering into a Professional Services Agreement with Raftelis Financial Consultants, Inc. for Building Department Fee Study. Town Manager**

Staff recommends that the Town Council approve the proposal submitted by Raftelis Financial Consultants, Inc. to conduct a comprehensive Building Department Fee Study, in an amount not to exceed $80,000, and authorize the Town Manager to execute the necessary agreement, subject to review and approval by the Town Attorney.

Bay Harbor Islands 2026 Building Fee Proposal 10.29.26.pdf
1005 52_PO_0_2263001_0_US.pdf
BHI Raftelis Building Fee Study Resolution Item 15.4.docx

## 16. DISCUSSION ITEMS:

**16.1 Consideration and approval of a resolution approving an Agreement with McCarter and English, LLP for Town Attorney services. Town Manager.**

Staff recommends that the Town Council approve the proposed Legal Services Agreement with McCarter & English LLP for Town Attorney services, effective November 16, 2026 through April 30, 2027.

BHI McCarter Town Attorney Agreement Resolution Item 16.1.docx
Town Attorney Legal Services Agreement Bay Harbor Islands MacArthur English LLP.pdf

**16.2 Discussion to consider rejecting bids received in response to ITB No. 5-1035-PW-0-2026/FVR: Broad Causeway Repair Project**

Reject all bids and direct staff to reissue the solicitation. Given that the only responsive bid is 17.2 percent over the estimated project cost, we recommend that the Council reject all bids, direct Town staff and our engineering consultants to review the repair quantities and revise the project estimate and bid specifications as appropriate and re-advertise the project.

Continental Infrastructure Group - BID.pdf
Home Express Builders - BID.pdf

## 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**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 4.1
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**Subject:** Special Presentation to Ann-Marie Singh for the Town of Bay Harbor Islands, IACP 40 under 40 Award Recipient.

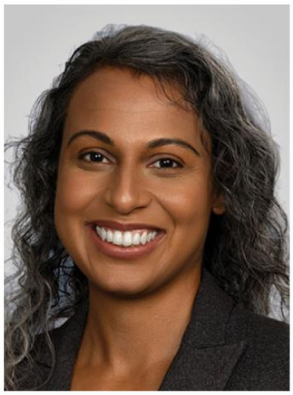
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**Background/Analysis:** – On Sunday, October 25, 2026, Ann-Marie Singh received the International Association of Chiefs of Police's 40 Under 40 Award.

IACP 40 Under 40-A Singh.pdf

# Ann Marie Singh

Senior Police Administrator, Bay Harbor Islands Police Department, Florida, USA



**Ann Marie Singh** has built a career focused on strengthening public safety through strategic planning, grant development, and organizational innovation. As Senior Police Administrator for the Bay Harbor Islands Police Department, she has helped secure more than $3.2 million in funding that expanded policing capabilities, community programs, transportation services, and municipal infrastructure projects.

Ms. Singh played a central role in obtaining the department's first eligibility for Edward Byrne Memorial Justice Assistance Grants—making a major milestone for the department—and coordinated a $250,000 COPS Hiring Program application supporting DARE and Crisis Intervention Team positions. She also developed funding proposals for marine patrol enhancements, transportation services for vulnerable populations, and major municipal infrastructure projects that secured significant state support.

Ms. Singh is passionate about supporting others in their journey through mentorship, collaboration, and advocacy, and she seeks to enhance women's rights across societal systems, including within criminal justice, policing, and the workplace.

During periods of staffing shortages and organizational transition, Ms. Singh assumed responsibility for accreditation, evidence management, payroll coordination, internal affairs administration, and executive-level support. Her leadership helped the department maintain operational continuity and successfully achieve reaccreditation. A former New York City Police Department crime analyst and a current doctoral candidate in International Crime and Justice at Florida International University, Ms. Singh also contributes research examining crime patterns, environmental factors, and public safety outcomes, particularly for women and vulnerable groups. Her work reflects a commitment to evidence-based decision-making, organizational resilience, and community-focused policing.

"I am motivated by collaboration and problem-solving to create meaningful impact."

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 11.1
**Date:** November 16, 2026
**From:** Evelyn Herbello, Town Clerk
**Subject:** October 14, 2026 Regular Town Council Meeting Minutes

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2026-10-14- Regular Town Council Meeting Minutes.pdf

**Town of Bay Harbor Islands**

**Regular Town Council Meeting**
**MINUTES**
**October 14, 2026**

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

## Opening

### 1. Call to Order

Mayor Salver called the meeting to order at 7:02 p.m.

### 2. Pledge of Allegiance

Pledge of allegiance was recited by Ruth K Broad K-8 Center student, Esther Butler.

### 3. 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.

Also Present: Town Manager Lindsley Noel and Town Attorney Carlos Gimenez.

### 4. Special Presentation:

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

Mayor Salver announced the issuance of a proclamation recognizing October 7 as a Day of Remembrance in honor of the lives lost during the tragic events that occurred in Israel and the Middle East on October 7. He

stated that the proclamation would be forwarded to the Town's sister city in Israel as an expression of remembrance and solidarity. He further noted that the proclamation was signed by the Mayor, Vice Mayor, and all Town Council Members, reflecting their unanimous support.

**5. Requests for Withdrawals, Deferments and Future Agenda Items:**

Vice Mayor Bruder requested to defer item 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). She expressed hope that a future Town Council retreat would provide an opportunity to discuss the Council's priorities, objectives, and direction. She emphasized the importance of establishing a clear understanding of the Council's goals and expectations before engaging in further discussions with the individuals involved, to ensure their time and resources are utilized effectively.

Mayor Salver asked regarding a date for the Town Council Retreat.

Town Manager Noel stated that they have not determined a date for the retreat as of yet. He stated that he was aware that discussion was to possibly hold the retreat in the beginning of the year and he will work on providing a date soon.

Council Member Yaffe expressed that he did not object to deferring the matter but raised concerns regarding further delays, particularly given the extended period during which the Town has operated without a permanent Town Hall. He emphasized the importance of moving the process forward while ensuring that it is undertaken properly.

Vice Mayor Bruder emphasized the importance of the Town Council collectively establishing a clear vision for the proposed Town Hall project before proceeding with further presentations or discussions. She stated that the Council should first reach a consensus regarding the project's concept, location, scope, financial considerations, available resources, and the extent of the Town's financial commitments. While acknowledging the qualifications of those involved, she stressed that establishing a unified direction would allow the Council to move forward more effectively and make informed decisions regarding the project.

Council Member Rappaport acknowledged that establishing a final direction for the proposed Town Hall project would likely require multiple discussions and could not necessarily be accomplished during a single retreat. He noted that the process would be ongoing and would likely involve additional presentations, revisions, and further consideration by the Town Council before a final concept is established.

Council Member Yaffe emphasized the importance of reaching a general consensus on the proposed Town Hall project during the anticipated January retreat. While acknowledging that decisions should not be rushed, he expressed concern that continued discussions without establishing a general direction could result in unnecessary delays. He suggested that the Council aim to identify a concept supported by a majority of its members at the retreat to facilitate progress on the project.

Council Member Rappaport expressed concern that postponing further discussion of the proposed Town Hall project until the anticipated January retreat would result in missed opportunities to address the matter during the intervening months, particularly given that no Town Council meeting was scheduled for December.

Council Member Yaffe noted that scheduling additional discussions before January would be challenging due to the absence of a December Town Council meeting and scheduling conflicts in November associated with the Thanksgiving holiday and other commitments.

Council Member Fuller expressed support for holding a Town Council retreat to facilitate a comprehensive discussion regarding the proposed Town Hall project, including its design, location, and overall concept. He agreed with Council Member Yaffe that the Council should strive to establish a general consensus during the retreat to avoid further delays. He emphasized the urgency of advancing the project, noting that the Town's current lease would eventually expire and could result in significantly increased rental costs if a long-term solution was not established. He noted that proceeding with the proposed solicitation would not obligate the Town to any particular course of action but would provide an opportunity to gauge interest and obtain proposals from other potential firms. He suggested that initiating the process, which would allow approximately 30 days for responses, could provide additional information for the Council's consideration during the anticipated retreat.

Town Manager Noel clarified that the agenda item was not intended to address the proposed Town Hall project's concept, design, or programming requirements, which could be discussed during a future Town Council retreat. Rather, the item concerned the procurement process and whether the Council wished to continue with the traditional Request for Proposals (RFP) process, involving multiple procedural steps, or consider an unsolicited proposal process presented to the Town. He explained that, should the Council elect to consider the unsolicited proposal process, three potential options would be available for consideration. He recommended that the Council proceed with the scheduled discussion rather than defer the item, allowing members to evaluate the available options and determine whether to pursue the unsolicited proposal process.

Council Member Rappaport suggested that the Council first determine whether to proceed with a Request for Proposals (RFP) process or consider the unsolicited proposal currently before the Town. He further suggested that consideration of the proposal could be deferred until additional proposals were available for the Council's review, should the Council elect to pursue a competitive solicitation process.

Mayor Salver expressed concern that the wording of the agenda item appeared to focus on a specific unsolicited proposal for the construction of a governmental complex rather than a broader discussion regarding the appropriate procurement process. He noted that the Council should first consider whether to proceed through a traditional Request for Proposals (RFP) process or explore alternative procedures for soliciting and evaluating proposals, as previously discussed by the Town Attorney in other contexts. He also reflected on the Council's prior discussions and planning efforts, which he characterized as productive in refining the Town's vision for the proposed governmental complex. He noted that initial concepts, including potential ground-floor commercial uses such as a grocery store, had evolved following consultations with the Town Planner, outside consultants, and further evaluation of the Town's needs. He expressed reservations about advancing the original concept before the Council had sufficiently evaluated the available options and established a clearer direction for the project.

Town Attorney Gimenez addressed Mayor Salver's inquiry regarding whether the Council could establish an alternative process to solicit proposals outside the traditional Request for Proposals (RFP) process. He clarified that the proposed project would require a competitive solicitation process under the Town Code. He explained that the alternative procurement provisions previously discussed pertained to professional services contracts, which are governed by a different section of the Code. He further advised that exceptions to competitive solicitation could apply in circumstances involving sole-source procurement or emergencies; however, he did not believe either exception was applicable to the proposed project. He confirmed that the Town would therefore be required to proceed through an appropriate competitive solicitation process, such as an RFP, Request for Qualifications (RFQ), or Invitation to Bid (ITB).

Town Manager Noel clarified that the question was whether the agenda item's wording permitted the Council to consider proceeding through an unsolicited proposal process. He noted that the agenda title had been prepared by the Town's public-private partnership (P3) attorney, who was not present at the meeting. He expressed his belief that the wording was sufficiently broad to allow such consideration but acknowledged that the determination was a legal matter requiring clarification from the Town Attorney.

Town Attorney Gimenez explained that the unsolicited proposal process is governed by Florida Statutes, which he believed to be Chapter 255, and outlined the available options for the Council's consideration. He advised that the Council could reject the unsolicited proposal and pursue a separate competitive solicitation process or elect to accept the proposal for further evaluation by Town staff, who

would subsequently present their findings and recommendations to the Council for consideration. He emphasized that the Council could not immediately award the project based on the unsolicited proposal, as the project would be subject to the applicable review and competitive solicitation requirements. He further stated that, in his opinion, no exception to competitive bidding appeared applicable. He clarified that the Council could use elements of the unsolicited proposal to help identify preferred uses, establish general project parameters, and inform the development of a program for the proposed Town Hall. However, he distinguished that approach from using the unsolicited proposal itself as a mechanism to solicit additional proposals. He confirmed that the agenda item's language, which provided for discussion and possible action, permitted the Council to consider the available options and take appropriate action consistent with the applicable procurement requirements.

Mayor Salver requested clarification regarding the available options for proceeding with the agenda item and inquired whether there had been a request to defer its consideration.

Town Manager Noel recommended that the Council proceed with discussing the agenda item rather than deferring it. He stated that the Council could determine at the meeting whether it wished to consider the unsolicited proposal and expressed that there was no reason to postpone that decision.

Mayor Salver sought clarification from the Town Attorney regarding the appropriate parliamentary procedure for addressing the agenda item during the portion of the meeting designated for deferrals and additions to the agenda. Specifically, he inquired whether the Council could entertain a motion to defer the item or decline the proposed deferral.

Town Attorney Gimenez clarified that any Council Member could make a motion to defer an agenda item. He explained that the motion would require a second and approval by a majority vote of the Town Council. If the motion received the required majority, the item would be deferred; otherwise, the item would remain on the agenda for consideration.

Mayor Salver noted that agenda items are typically deferred when there is general agreement among the Council Members to do so.

Town Attorney Gimenez outlined the options available to the Town Council regarding the unsolicited proposal. He identified the primary options as rejecting the proposal, directing Town staff to conduct an internal review and report back to the Council, or proceeding with a competitive solicitation process, such as a Request for Proposals (RFP), Request for Qualifications (RFQ), or other appropriate procurement method, as determined by the Town Manager and subject to Council approval. He further explained that the Council could formally accept the unsolicited proposal for further consideration; however, acceptance would not constitute an award of the project and would require additional review and procedural steps. He cautioned that proceeding with the unsolicited proposal could limit the Town's flexibility in developing broader project requirements and

technical specifications, as the review would be guided by the scope of the original submission.

Following this explanation, the Mayor indicated an intention to conduct an informal straw poll to gauge Council Members' preferences regarding how to proceed.

After discussion, the Town Council agreed by consensus to not defer the item.

Town Manager Noel requested to defer items 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.), 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 ) and 15.6 (Discussion and possible action regarding a sales center extension at 1170 Kane Concourse).

There were no objections to the deferral of the items proposed by the Town Manager.

**6. Town Manager's Report:**

Town Manager Noel presented his report, providing updates on Town Council meetings, budget administration, public works projects, infrastructure improvements, parks, and upcoming community events.

**Meetings and Events:** He reported attending the September 4 Special Town Council Meeting, September 8 First Public Budget Hearing, September 10 Local Planning Agency and Regular Town Council Meetings, September 11 Remembrance Ceremony, September 17 General Employees and Police Officers' Pension Board meetings, and September 24 Final Budget Public Hearing. He also met with the Art Festival organizers on October 6 to review event plans. He thanked Town staff, participating departments, the school, and musicians for their contributions to the September 11 Remembrance Ceremony at 95th Street Park, which honored those who lost their lives and recognized first responders.

**Budget and Financial Administration:** He reported that the Town Council adopted a $54 million operating and capital budget and a millage rate of 3.6136 mills on September 24. He stated that he had met with all departments to reinforce compliance with approved budgets and procurement policies and to identify potential financial inefficiencies before expenses were incurred. He emphasized that funding sources must be identified before expenditures are submitted for approval. He advised that he would subsequently present a resident parking plan for Council consideration, including its financial implications.

**Public Works and Infrastructure:** Public Works restored the former trailer area at 95th Street, providing additional parking for residents and visitors, and installed speed humps in the 9900 block of Bay Harbor Drive. At the 100th Street ejector

station, pump startup and engineering construction certification were completed, while site restoration and final regulatory clearance remained pending.

He reported that staff was coordinating negotiations with DAC Consulting regarding the replacement bridge design. A proposed agreement would be presented to the Town Council for consideration, while a funding decision under the Bridge Investment Program remained pending. He stated that the Town also continued developing a grant agreement for a $450,000 state award for Biscayne Bay stormwater improvements. The project will replace and upsize aging stormwater piping. Additionally, the Town submitted an application for the U.S. Department of Transportation's PROTECT funding grant.

**Parks and Recreational Facilities:** He reported that the tot lot was expected to reopen during the week, following improvements that included four swings, age-appropriate playground features, landscaping, sod, and a water fountain. He invited the Town Council to attend the ribbon-cutting ceremony scheduled for October 16 at 4:30 p.m.

He stated that the shade canopy installation at 95th Street Park was expected to be completed during October. At the kayak park, the launch area and perimeter fencing had been installed, and landscaping was in place. Shelter foundation work near the seawall fence remained outstanding, with completion anticipated by the end of October.

**Town Branding:** He announced that the Town seal had been installed behind the dais at the Community Center as part of the Town's effort to maintain consistent branding across municipal facilities.

**Upcoming Community Events and Meetings:** He announced the following scheduled events:

- Surfside Bay Community Night Out: Thursday, October 22, from 6:00 p.m. to 8:30 p.m., at Bay Harbor Terrace between 96th and 97th Streets.
- Bay Harbor Live and Artisan Market: Saturday, October 24, from 5:30 p.m. to 8:30 p.m., at 95th Street Park.
- Spooky Parade: Friday, October 30, at 3:30 p.m., at 95th Street Park.

He also announced that the November Town Council meeting was scheduled for Monday, November 16, 2026, at 7:00 p.m.

**7. Council Reports:**

Council Member Shagalov reported receiving positive feedback from residents regarding the previously approved parking plan, particularly the reduction in the applicable rate. He expressed appreciation for the Council's efforts and noted that the plan's implementation and results would continue to be monitored. He reflected positively on his first municipal budget process, noting that it proceeded more smoothly than anticipated and commended the Council's collaborative approach and unanimous vote on the budget. He expressed enthusiasm regarding the

reopening of the tot lot and the opportunity for his six-year-old son to enjoy the park again. He also commended the Town's Marketing and Communications team, specifically Arlene Borenstein, Communications Director, for her work in enhancing the Town's branding, communications, and overall presentation. Additionally, he stated that he attended the September 11 Remembrance Ceremony and commended the event's organization.

Council Member Yaffe congratulated Town Manager Noel and staff on the refurbishment of the tot lot. He commended the age-appropriate playground equipment for younger children, the retention of existing equipment for older children, and the landscaping, water fountain, and overhead canopies. He noted that the improvements would be a valuable addition to the community and expressed anticipation for the park's reopening. He reported attending a Florida League of Cities Finance and Taxation Policy Committee meeting in Orlando the previous week. He discussed proposed Amendment 3 concerning property taxes, as well as legislative efforts to repeal various taxes and revenue sources, including the communications services tax and the business tax, also known as the occupational license tax. He expressed concern that eliminating these revenues without identifying replacement funding could significantly affect municipalities' ability to provide essential services, including parks, after-school programs, Community Center activities, landscaping, and police services. He stated that the committee was working through the Florida League of Cities to advocate for municipalities, protect home rule, and seek to moderate the potential effects of proposed legislation. He also reported attending the Miami-Dade County League of Cities meeting in Miami Springs the previous month. He noted that a recent bylaw amendment changed the League's annual meeting from June to December, with the next annual meeting expected to take place on December 3. He further noted a scheduling conflict between that meeting and a Florida League of Cities meeting. He anticipated attending another Florida League of Cities meeting in November to continue discussions with its policy committees.

Council Member Fuller reported attending a Florida League of Cities policy committee meeting, where he serves on the Growth Management and related development policy committees. He echoed Council Member Yaffe's concerns regarding potential legislative efforts to reduce municipal revenue sources, emphasizing that the Town's ability to provide responsive services to residents depends on maintaining adequate funding. He noted that potential revenue reductions could affect the Town's programs, events, public safety services, and other municipal operations, stressing that reduced funding would limit the Town's ability to deliver services effectively. He thanked Town staff for their work during the budget process, noting that it proceeded smoothly despite the challenges involved. He also reported discussing landscaping concerns with the Town Manager, specifically regarding landscaped areas and medians on the islands that appeared to be overlooked by the Town's landscaping contractor. He stated that these areas would be addressed as part of the Town's ongoing beautification efforts. He advised that he plans to attend the upcoming Florida League of Cities meeting and the National League of Cities meeting to advocate for municipal interests and protections. Finally, he reminded residents to exercise caution while driving on Halloween, noting that children would be out in the streets. He

encouraged residents to avoid driving that evening when possible to help reduce risks and keep children safe.

Council Member Rappaport wished a happy holiday to those who celebrated and reported attending the September 11 Remembrance Ceremony. He commended the Police Department, Communications Director, and all staff involved in organizing the event, describing it as meaningful and well executed. He reported touring a building in Town at the request of its president. He stated that the matter would be brought before the Town Council at a future meeting and that he would provide additional information at that time, following further discussion with the Police Chief, Town Manager, and Code Compliance staff. He also reported attending a commemoration of October 7 in Surfside over the weekend. He expressed concern that the event had not been adequately publicized to Bay Harbor Islands residents and stated that greater efforts should be made to communicate information about similar events in the future. He apologized to residents who may not have been aware of the commemoration. He reminded residents that Election Day was approaching on November 3 and encouraged eligible voters to participate. He noted that the polling location would be at the Community Center. Finally, he thanked the Town Clerk Herbello and Town Manager Noel for providing Town-branded apparel, joking that he now had a dedicated shelf in his closet for Bay Harbor Islands merchandise. He also wished his colleagues an enjoyable and productive trip to Nashville and expressed regret that he would be unable to attend.

Council Member Diallo reported attending the September 11 Remembrance Ceremony and described it as the best one to date. She praised the addition of student participation and performances from Cape Rod, noting that their involvement enhanced the ceremony. She commended the progress of the kayak park project and thanked Sam Zamacona, Randy Daniel, Town Manager Noel, and all staff involved in its development. She stated that the progress was visible and encouraging, particularly given that the project had been discussed for a long time. She also expressed enthusiasm for the reopening of the tot lot scheduled for Friday. Finally, she confirmed that she had completed the Town Manager's performance evaluation received by email and thanked Human Resources for facilitating the process. She emphasized the importance of evaluating the Town Manager's performance and stated that she appreciated the opportunity to participate.

Vice Mayor Bruder reminded residents that Election Day would be held on November 3 and emphasized the importance of participating in the electoral process, regardless of political preference. She encouraged all eligible voters, particularly younger residents, to exercise their right to vote and fulfill their civic responsibility. She recognized Joel Jacobi and his program for its nomination for an award associated with The Children's Trust. She emphasized the importance of The Children's Trust programs to the community and noted that receiving a nomination was itself an accomplishment, regardless of the final award outcome. She also acknowledged Mayor Salver's involvement with The Children's Trust. Finally, she noted that the holiday season, beginning with Halloween and continuing through Thanksgiving, was approaching. She encouraged residents to

show kindness and consideration toward others, particularly those who may not have family nearby, and emphasized the importance of simple acts of courtesy and human connection within the community.

Mayor Salver commended the September 11 Remembrance Ceremony, describing it as an exceptionally professional and moving event. He recognized Communications Director Arlene Borenstein for her contributions to the event's presentation and thanked Town Manager Noel, Town staff, the Police Chief and Police Department staff, and Parks and Recreation staff for their efforts. He noted that the ceremony provided a professional and welcoming setting that appropriately honored the occasion. He reported attending the Pension Board meeting on September 17, during which several important matters were discussed. He declined to elaborate on the discussions because collective bargaining negotiations were ongoing. He reported attending a Coastal Mayors meeting in Golden Beach on September 18, which included area police chiefs. Discussions focused on traffic concerns and the sandbar behind a local building. He stated that the meeting was productive and that progress had been made on both issues, with follow-up efforts involving the Bay Harbor Islands Police Department, Town administrative staff, and regional mayors. He noted that the Town Council held its second budget hearing on September 24 and adopted the millage rate and budget. He acknowledged that he would have preferred a lower millage rate but recognized the need to adopt a budget to fund municipal operations and services. On September 25, he attended a Florida League of Cities Executive Committee meeting. He explained that the Executive Committee oversees the League's internal operations, including the selection of its Executive Director and establishing the organization's overall direction, while other Council Members participate in policy-setting committees. He also noted the League's efforts concerning the proposed Amendment 3 related to property taxes. Finally, he reported attending the monthly Miami-Dade County League of Cities meeting at the Realtors Association in Miami Springs. He congratulated his son, Seth Salver, Mayor of Bal Harbour, on his appointment as Secretary of the Miami-Dade County League of Cities.

**8. Town Attorney Reports:**

Town Attorney Gimenez reported that his office had been working with Town staff to prepare the ordinances, resolutions, and agreements presented for the Town Council's consideration. He noted that several agreements concerned the Kayak Park and other Parks and Recreation matters. He also reported that his office was conducting a detailed legal review of the Bay Pass issue raised by the Mayor to assess and mitigate potential liability should the Town proceed with the proposed approach. He concluded his report without further discussion.

**9. Committee Reports:**

No 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.*

Mayor Salver opened the floor to public comments.

The following individuals from the public spoke:

Judy Martinez, a resident of Surfside and the 33154 ZIP code area congratulated the Town on reducing the annual residential bay pass fee for Bay Harbor Islands residents to $200. She also commended the Town Council for advocating against proposed Amendment 3, expressing concern that its passage could jeopardize municipal funding and community programs. She requested that the Town consider collaborating with the Town of Surfside to establish a discounted bay pass fee for residents of neighboring communities. Citing the annual cost of $350 per vehicle and noting that her household had three vehicles, she explained that the expense could exceed $1,000 annually for a family. She referenced other toll facilities, including the Venetian Causeway and Rickenbacker Causeway, as examples of lower resident rates. She encouraged cooperation among the three neighboring municipalities, noting their shared interests, and expressed appreciation for the Council's consideration of the request.

Seren Garcia just wanted to state for the record the owners of 1170 Kane Concourse is 1170 LLC, which is owned by Jota Gota Doby and also Galin.

Fran Neuhut expressed dissatisfaction with the Town's current informational publications, stating that they contained excessive photographs and information about elected officials rather than substantive updates and highlights of Town Council meetings, as she recalled from previous publications. She raised concerns regarding the signing of Town Council meeting minutes, referencing former Council Member Elizabeth Tricoche tenure and questioning why certain minutes from January 2024 onward appeared to have been signed or subsequently re-signed by different Town officials. She questioned the legality of this practice and expressed concern regarding the accuracy and preservation of statements made by former Council Members. She also raised concerns regarding the Town's financial obligations associated with the bridge, overcrowding at the local school, and pedestrian safety, particularly the lack of sidewalks near areas frequented by

children. She referenced a safety incident involving her grandchild and questioned whether the Town was meeting its obligations to provide safe pedestrian access. Additionally, she expressed concerns regarding restrictions on the use of an underutilized church parking lot and questioned certain Town ordinances and regulations. She concluded by indicating her intention to further question the validity of certain ordinances and official documents.

Mayor Salver requested that Town Attorney Gimenez clarify the procedures governing who is authorized to sign Town Council meeting minutes and when such signatures are required. He also stated that the minutes had not been signed a second time, addressing the concern raised during public comments.

Town Attorney Gimenez clarified that Town Council meeting minutes are approved by resolution. He explained that the resolutions are signed by the Mayor and attested to by the Town Clerk, reflecting the Town Council's formal approval of the minutes.

Council Member Fuller clarified that Town Council meeting minutes are signed by the appropriate officials serving in office at the time the minutes are formally approved, rather than necessarily by those who held office when the meeting occurred. He explained that when an elected official's term ends before the minutes are approved, the successor holding that office at the time of approval is responsible for signing the applicable documents. He emphasized that this is a standard procedural matter and does not constitute an improper re-signing of previously approved minutes.

Council Member Yaffe requested that Town Attorney Gimenez confirm whether the practice of having meeting minutes signed by the officials serving at the time of their approval is legally appropriate, particularly when the approval of minutes from prior meetings has been delayed. He sought clarification in response to the resident's concerns regarding the legality of the signatures.

Town Attorney Gimenez confirmed that he had reviewed the matter and determined that the practice of having meeting minutes signed by the officials serving at the time of their approval was proper. He also expressed support for the Town's efforts to address the backlog of outstanding meeting minutes.

Victoria Diaz a Surfside resident of 17 years, expressed concern regarding the cost of the Bay Harbor Islands bay pass for residents of neighboring communities. She explained that her family frequently uses the bridge, with multiple household members crossing several times daily, resulting in annual expenses of approximately $1,000. She noted that other municipalities offer more affordable toll arrangements, including SunPass credits or discounted annual passes for residents. She requested that the Town Council consider extending the recently approved Bay Harbor Islands residential bay pass rate to residents throughout the 33154 ZIP code area, emphasizing the financial impact on families who regularly use the bridge.

Mayor Salver asked Finance Director Bryan what the cost was last year for the bay

pass.

Finance Director Bryan stated it was $350.00 and it has remained the same rate for over five (5) years.

Mayor Salver acknowledged the concerns raised regarding the cost of the bay pass, noting that the rates had remained largely unchanged for many years and that he had previously expressed concerns regarding the fees. He thanked the speaker for her comments and assured her that the Town Council would take her concerns and suggestions into consideration. He explained that the Town Council had unanimously approved the reduction in bridge toll fees for Bay Harbor Islands residents after determining that the bridge had sufficient cash flow to support the adjustment. He compared the decision to a previous action by the City of Miami Beach, which had returned surplus funds to property taxpayers. He emphasized that the Council's decision reflected its determination that the bridge's financial position allowed for a reduction in fees for Town residents.

Vice Mayor Bruder acknowledged the concerns raised by Surfside residents regarding bridge toll rates but noted that each municipality provides certain benefits exclusively to its own residents. She cited Surfside's resident parking privileges and access to its community pool as examples. She stated that maintaining the $350 annual bay pass rate for non-Bay Harbor Islands residents, which had remained unchanged for several years, also represented a benefit to residents of the surrounding 33154 ZIP code area. She emphasized that any consideration of extending additional benefits to neighboring communities should involve reciprocity among the municipalities.

Council Member Fuller acknowledged the concerns expressed by neighboring residents and reiterated the Town Council's willingness to engage in discussions with surrounding municipalities regarding potential bridge toll arrangements. However, he emphasized that any agreement should provide reciprocal benefits to Bay Harbor Islands residents. He explained that bridge toll revenues are necessary to fund the maintenance and eventual replacement of the bridge. He noted that the Town Council had authorized the potential issuance of bonds to finance the bridge replacement, with repayment obligations supported by bridge toll revenues. He emphasized that Bay Harbor Islands bare the financial responsibility for maintaining and replacing the bridge, while neighboring municipalities do not directly contribute to those costs. He stated that any reduction in toll revenues would need to be offset by other funding sources to ensure the Town could meet its financial obligations. He concluded that bridge users from neighboring communities contribute indirectly to the bridge's maintenance through toll payments, while Bay Harbor Islands bears the direct responsibility for the infrastructure.

Mayor Salver noted that the Town Council had previously discussed the possibility of eliminating the discounted annual bay pass for residents of neighboring municipalities, which would require those residents to pay the standard toll rate. He referenced prior Council meeting recordings and minutes documenting those discussions and requested clarification regarding the applicable standard toll rate.

Council Member Yaffe emphasized the Town's financial responsibility to plan for the replacement of the bridge, noting that the project is expected to cost hundreds of millions of dollars. He explained the importance of maintaining adequate reserves to help fund the project when construction begins in the coming years. He also noted that the Town was actively exploring various financing opportunities, including potential funding assistance from federal, state, and county governments. He acknowledged that the Town Council had previously discussed bridge toll rates and anticipated that those discussions would continue. He also expressed support for engaging neighboring municipalities in discussions regarding potential reciprocal benefits for residents, noting that the matter remained under consideration.

Norma Orovitz. speaking as a representative of Monterey, expressed appreciation to Town Manager Noel for meeting with her approximately six months earlier to review concerns regarding the Town's former newsletter, including errors and delays in distribution that resulted in residents receiving information after scheduled events had occurred. She commended Communications Director Arlene Borenstein for the improvements made to the Town's newsletter, *The Islander*, particularly its timely distribution before the beginning of the month. She also expressed appreciation for Ms. Borenstein's responsiveness to her editorial suggestions and offered to continue providing feedback as the publication evolves. Additionally, she thanked Town Manager Noel for working with her to address parking concerns affecting Monterey residents. She expressed appreciation for the recently approved fee reduction and noted that her household anticipated receiving a $150 refund after having already paid the previous $350 rate. She concluded with a lighthearted suggestion regarding the use of complimentary bridge passes, referencing a practice associated with the Town's former volunteer fire service.

Mayor Salver expressed his sincere appreciation to Ms. Orovitz for her involvement in improving the Town's newsletter and addressing community concerns. He acknowledged that the Town Manager had shared her suggestions, research, and recommendations with him and commended the value of her contributions. He noted that the Town was taking steps to implement improvements based on the feedback received and thanked her for her continued engagement and dedication to the community.

Norma Orovitz expressed concern regarding the Book Club announcement in the Town's newsletter, noting that the most recent edition featured only a generic book-related image without identifying the selected book. She requested that the Town Manager and Communications Director include the book's title, author, and a brief description in future announcements. She explained that the Book Club had consistently provided this information for approximately 10 years and emphasized its importance in keeping residents informed about upcoming selections and discussions.

Avrahm Zeines addressed the Town Council regarding plans to relocate his company from North Miami to Bay Harbor Islands. He explained that he and his business partners reside in Town and are preparing to occupy approximately

13,000 square feet of commercial office space. He noted that the company employs approximately 120 individuals, many of whom would commute into Town and contribute to bridge toll revenues. He expressed concern that previously granted permission to perform interior construction work after regular business hours and on Saturdays had been withdrawn. He emphasized that the proposed work would be limited to the building's interior and would not involve exterior construction, excessive noise, or disturbances to surrounding residents. He requested the Town's assistance in allowing the extended construction hours to resume so the company could complete its office improvements and relocate before January 1, enabling the business to establish operations in Bay Harbor Islands and contribute to the Town's tax base.

Town Manager Noel clarified that he had met earlier in the week with representatives of The Well, including its developers and property management staff, to discuss requests for extended construction hours. He explained that the Town had previously entered into an agreement with The Well permitting construction activities between 7:00 a.m. and 9:00 p.m., but that the agreement had since expired. He acknowledged that individual businesses occupying space within the development were seeking authorization to perform interior construction work outside the currently permitted hours. He stated that, during the meeting, he requested that the development representatives coordinate with the affected businesses and submit a consolidated proposal outlining the requested work hours for the Town's consideration. He encouraged the speaker to follow up with The Well's property management representatives to ensure that his business's needs were included in the proposed schedule. He discussed efforts to encourage businesses within The Well development to obtain their Certificates of Occupancy before December 31. He suggested considering incentives or potential penalties to encourage timely completion and occupancy, with the objective of ensuring that the properties would be included on the tax rolls. He also noted that the development involved three separate Temporary Certificate of Occupancy (TCO) structures.

Building Official Garcia clarified that two portions of The Well development, the residential and commercial components, had already received Certificates of Occupancy, while the remaining portion of the development was still awaiting approval. He clarified that the Town had issued Temporary Certificates of Occupancy (TCOs) in phases to allow residents to occupy completed portions of The Well development while construction continued in other areas. The commercial portion had also received its TCO, while the wellness club remained the final component awaiting occupancy approval.

Mayor Salver asked if it was the first-floor offices.

Building Official Garcia stated that the first floor includes the Golden Hawk and other commercial spaces above.

Mr. Zeines stated that they are the tenants on the second floor and they are building an office in that space and it is their responsibility to do the interior buildout which is approximately 15,000 square feet.

Council Member Fuller expressed the Town Council's support for welcoming the business to Bay Harbor Islands and its willingness to consider extending construction hours to facilitate the company's relocation. He clarified that the previous authorization for extended work hours had expired but could potentially be renewed following further discussion and coordination with Town staff and the development's representatives.

Town Manager Noel requested Mr. Zeines contact information and advised that a member of Town staff would follow up to ensure his participation in ongoing discussions with the property owner regarding the proposed extended construction hours.

Ree Stopper expressed appreciation for improvements to the meeting's audio system, noting that she could now hear the proceedings clearly. She questioned why the 33154 ZIP code area does not have a local post office and requested that the Town Council advocate on behalf of residents with the appropriate authorities to address the issue. She also raised concerns regarding parking conditions near her residence, stating that vehicles frequently obstruct access to her property and create difficulties when entering or exiting. She expressed frustration with the inconvenience of having to park farther away and carry groceries to her residence. Additionally, she expressed concerns regarding construction-related traffic and extended work hours, particularly the speed of construction vehicles, pedestrian and bicycle safety, and the potential impact of heavy trucks on the bridge. She requested greater oversight and enforcement of construction activities, including improved traffic control measures. Finally, she raised concerns regarding what she perceived as a lack of balance in certain Town communications or actions involving religious matters. Referencing concerns, she had previously raised in 2024 and two documents in her possession, she requested further discussion and consideration of differing perspectives.

Council Member Yaffe advised that he had recently received correspondence from the United States Postal Service regarding the closure of the Surfside Post Office and efforts to identify a new location in Bay Harbor Islands. He explained that the Postal Service was undertaking its required federal review and public comment process as part of the potential relocation. He noted that the matter remained under the jurisdiction of the federal government and that a new location had not yet been finalized.

Yaffa Raviv stated that she works at Love Art Gallery in Bay Harbor Islands and requested that the Town Council consider extending the recently approved discounted annual bay pass rate to individuals who work or operate businesses in Town but are not residents. She explained that she frequently uses the bridge for work and had recently paid the $350 annual fee. She asked the Council to consider the contributions of local businesses and their employees when evaluating eligibility for reduced bridge toll rates.

Mayor Salver closed the floor to public comment.

**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.)*

A motion was made by Council Member Fuller to approve the consent agenda, seconded by Council Member Rappaport. The motion carried with a 6-0 vote with Vice Mayor Bruder absent at the time roll was taken.

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

Approved on Consent.

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.

**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.**

Approved on consent.

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.

**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.**

Approved on consent.

**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

**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 deferred this item to the November agenda.

Mayor Salver opened the floor to public comments.

The following individual from the public spoke:

Fran Neuhut read portions of a letter submitted on behalf of Dr. Dennis Neuhut and herself, identifying them as residents, business owners, and property owners in Bay Harbor Islands who are directly affected by Town Council decisions, particularly those involving properties along Kane Concourse. She also expressed concerns regarding the condition and appearance of the area. She stated their opposition to Agenda Items 12.1 and 12.2, concerning proposed ordinances establishing a new Governmental Property (GP) zoning district. She asserted that the proposed ordinances were unconstitutional and lacked clarity, consistency, and procedural transparency. Specifically, she questioned discrepancies between the permitted uses described in the Town Manager’s memorandum and those included in the proposed ordinance. She noted that the memorandum identified governmental, civic, and institutional uses, including parks, playgrounds, community centers, public safety facilities, utilities, libraries, detention facilities, and solid waste disposal facilities. However, she pointed out that the proposed ordinance also permitted retail sales, including supermarkets, which she stated had not been addressed or analyzed in the accompanying memorandum.

Mayor Salver closed the floor to public comment.

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.

**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 14 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:

Ree Stopper expressed concern that the proposed ordinance did not adequately address property damage resulting from construction activities. She recommended expanding the ordinance to hold developers, contractors, builders, and subcontractors financially responsible for any and all damages caused by their construction operations, including damage to seawalls, roads, bridges, and other public or private property. She emphasized that the financial burden of repairing construction-related damage should not fall on Bay Harbor Islands residents or taxpayers. She also raised concerns regarding pedestrian safety, accessibility for individuals with disabilities, road closures, and inadequate traffic control at construction sites. She stated that she possessed photographs documenting damage and urged the Town Council to establish stronger accountability measures to protect residents and Town infrastructure.

Mayor Salver closed the floor to public comment.

There was no discussion among the council.

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 7-0 vote.

**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.

**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.**

Town Manager Noel deferred this item to the November Town Council Meeting.

**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.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE 3 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.**

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 discussed the increasing occurrence of king tide flooding in Bay Harbor Islands, noting that tidal waters have begun rising through stormwater drains even during clear weather conditions. He observed that this phenomenon had become more noticeable over the past decade and expressed interest in exploring potential improvements to the Town's stormwater drainage system, including the installation of backflow prevention devices or similar mechanisms to reduce tidal flooding. He emphasized the importance of adopting the proposed floodplain management ordinance and updated flood maps to maintain the Town's participation in the National Flood Insurance Program (NFIP). He referenced correspondence received from the Federal Emergency Management Agency

(FEMA) in August advising that communities failing to adopt updated flood maps and compliant regulations by February of the following year could face suspension from the program. He expressed concern that such a suspension could affect residents' access to flood insurance, federally backed mortgages, and certain federal disaster assistance. He also requested clarification regarding changes to the Town's flood zone designations, specifically references in the agenda materials to properties transitioning from AE8 and AE9 to AE7. He questioned whether the proposed changes would benefit property owners and whether they were related to interior lots or modifications to the Town's elevation requirements.

Town Engineer Daniel explained that the updated Flood Insurance Rate Map (FIRM) changes the flood elevation designations for certain interior lots and incorporates a different vertical elevation datum. He clarified that the previous maps used the National Geodetic Vertical Datum of 1929 (NGVD 1929), while the updated maps use the North American Vertical Datum of 1988 (NAVD 88). He explained that the difference between the two elevation measurement systems is approximately 1.5 feet and that the numerical flood elevation designations cannot be directly compared without accounting for the datum conversion. He emphasized that a designation of AE7 on the updated maps does not necessarily represent a reduction in the required flood elevation compared with the previous maps.

Mayor Salver requested a simplified explanation of the proposed flood map and floodplain management ordinance changes, including their purpose, anticipated benefits, and potential consequences. He emphasized the importance of explaining how the proposed changes would affect Town residents and property owners in clear, understandable terms.

Town Engineer Daniel explained that the updated flood maps would affect construction requirements for homes located along the waterfront. He noted that certain coastal properties would now be designated as Zone VE, a high-risk coastal flood zone subject to wave action, which carries specific construction and elevation requirements intended to reduce potential flood damage.

Vice Mayor Bruder asked whether the updated flood maps would change construction methods and the required building elevations for affected properties.

Town Manager Noel stated that it would.

Vice Mayor Bruder asked if the Town would be able to obtain better and less expense insurance due to this.

Town Engineer Daniel responded that the updated flood maps would not change construction methods or required building elevations. He also requested a meeting to discuss the National Flood Insurance Program (NFIP) discount available to residents. He explained that the discount on flood insurance premiums is based on the Town's Community Rating System (CRS) rating. The Town currently has a CRS rating of 9 and is expected to improve to a rating of 7 shortly, which could increase the insurance discount from approximately 5% to 15%.

Town Manager Noel explained that the Town must work within applicable federal regulations and FEMA requirements. He began asking when the anticipated change would take effect.

Town Engineer Daniel noted that the anticipated change is expected to take effect in April. The rating is updated twice a year, in April and October.

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

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.

**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.**

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 Yaffe explained that he requested the ordinance due to recurring power interruptions during rainstorms when palm fronds and other vegetation come into contact with power lines, potentially damaging electrical equipment. He expressed concern about both restricting the planting of large trees near power lines and addressing existing trees that have grown into them, particularly in residential backyards that Florida Power & Light (FPL) does not regularly maintain. He noted that private landscapers may refuse to trim trees near power lines due to safety concerns and asked how the ordinance would assist with requiring the removal or trimming of trees that pose a risk, including the applicable enforcement procedures.

Town Attorney Gimenez explained that the ordinance would allow the Town to enforce its provisions when overgrown trees or landscaping affect utilities, even when FPL does not address the issue. He noted that private providers are available to perform work near utility lines. Acknowledging I recommend approving the ordinance on first reading and reviewing its provisions in greater detail to

ensure they address the concerns raised before bringing it back for second reading.

Council Member Yaffe agreed with the Town Attorney's recommendation to proceed with first reading but emphasized the need for clear enforcement procedures that would allow the Town to compel property owners, if necessary, to remove trees growing into power lines. He requested that the ordinance be reviewed to ensure such conditions could be addressed as Code violations.

Mayor Salver asked about a prior procedure implemented during former Town Manager Jimenez' tenure as Town Manager, when properties on the West Island were inspected, particularly in areas where trees were near utility cables. He recalled that property owners were notified of the inspections and advised when trees were potentially touching or growing too close to power lines. He asked staff to clarify the procedure that had been followed.

Council Member Yaffe recalled that, during a prior tree inspection initiative, residents received door-hanger notices advising them of upcoming inspections, although he was unsure whether FPL or another provider conducted them. He remembered that some trees were subsequently trimmed or removed because they were too close to power lines. He stated that he would welcome FPL returning to residential backyards to address trees that interfere with utility lines. He also noted that, because FPL has an easement for the power lines in residents' backyards, he believed FPL should address hazardous vegetation in those areas, as it periodically does along the Town's streets.

Council Member Fuller recalled that the Town had previously pressed FPL to address deferred maintenance. He explained that FPL subsequently coordinated backyard inspections with an evaluation of utility poles to determine which poles required replacement or reinforcement. He suggested coordinating future pole inspections with vegetation maintenance to identify and address trees that need to be trimmed or removed near power lines.

Mayor Salver emphasized that the prior inspections were an important part of the discussion because they provided a means of compelling FPL, rather than homeowners, to address the issue. He recalled that the inspections were initiated to evaluate leaning or potentially dangerous wooden utility poles, which also allowed FPL to access properties and address related vegetation concerns.

Council Member Fuller recalled that the Town had previously encountered resistance from FPL regarding maintenance and that former Town Manager Wasserman had strongly advocated for FPL to conduct the necessary inspections. He reiterated that the inspections provided an opportunity to address utility pole conditions and related maintenance concerns.

Mayor Salver sked what measures could be taken to expedite enforcement against trees that violate utility easements or grow too close to power lines. He expressed support for Council Member Yaffe's concerns, recalling that he experienced similar recurring power outages on the same electrical grid over an extended period.

Council Member Yaffe noted that power outages can vary among nearby properties because of differences in electrical grids. He reiterated that the ordinance should include enforcement mechanisms allowing the Town to notify property owners when trees interfere with power lines and require them to have the trees trimmed or removed as necessary.

Mayor Salver asked whether Town Manager Noel could engage Chelsea Lund, FPL Representative in coordinating an inspection campaign covering the electrical grids on the West Island and potentially the East Island. He noted that power lines may be located primarily along the front of properties rather than in the backyards and sought to determine the feasibility of conducting inspections throughout the Town.

Town Manager Noel stated that he would contact Chelsea Lund, the Town's external FPL representative, to discuss the proposed inspection campaign. He also committed to obtaining a report from her and presenting it to the Town Council.

Mayor Salver suggested asking FPL to fund or cover the cost of significant tree trimming or removal where necessary to prevent interference with power lines. He noted that FPL continues to perform this work periodically and recommended contacting the utility soon, before the beginning of hurricane season, when tree maintenance services are typically in high demand.

Council Member Rappaport asked whether the ordinance establishes setback requirements for trees planted near power lines, noting that it includes height requirements for trees.

Town Manager Noel stated it does.

Council Member Yaffe noted that property owners may plant trees without realizing how tall they will grow over time. He emphasized that trees can eventually reach and interfere with power lines, creating significant safety hazards.

Town Manager Noel referred to Section 5 of the ordinance, which establishes minimum standards for plant materials at the time of planting.

Council Member Rappaport raised the possibility that the ordinance should prioritize trimming trees rather than removing them when trimming would adequately address the issue.

Council Member Yaffe noted that trees planted too close to power lines can grow quickly and require frequent maintenance, emphasizing the importance of addressing their proximity to utility lines.

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

13.4 Consideration and approval of an ordinance on first reading amending

Chapter 5, Article 1, creating Sections 5-11 Construction Staging Plans for Exterior Renovations on Existing Developed Sites. Sponsored by Council Member Eric Rappaport.

**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.**

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 reported that a resident had requested assistance with parking issues at a building undergoing renovations. He explained that, unlike properties undergoing complete demolition and reconstruction, occupied buildings undergoing renovations continue to house residents who must contend with construction-related disruptions. He noted that construction equipment was occupying outdoor parking spaces during the day and remaining overnight, while debris from construction sites on both sides of the building was creating additional concerns. He expressed concern that the building had not made adequate arrangements for alternative parking for its residents when their spaces were displaced by construction activities. He stated that after reviewing the Town's existing ordinance, he had not identified a provision requiring buildings undergoing renovations to coordinate with the Town or secure alternative parking when construction activities displace residents' parking spaces. He recommended addressing this issue through additional requirements and invited comments from the other Council Members.

Vice Mayor Bruder questioned whether, given that the property was a condominium, the condominium association or board should be responsible for communicating with residents and coordinating arrangements when construction activities affect their parking. She asked whether the association should work directly with its residents and the Town to address these concerns rather than requiring individual residents to contact the Town separately.

Town Attorney Gimenez explained that condominium associations generally have authority over their internal operations, provided they comply with state law and other applicable requirements. However, because the parking issue extends beyond the condominium property and affects the surrounding community, the Town has the jurisdiction and legislative authority to address the matter through the proposed ordinance or other legislation.

Vice Mayor Bruder sought clarification regarding how the proposed ordinance would apply to condominium properties undergoing construction. She asked whether a condominium association would be required to develop a parking plan and coordinate with the Town to arrange alternative parking for residents affected by construction. She also questioned who would be financially responsible for the alternative parking arrangements, including whether the costs would be borne by individual residents or the condominium association.

Town Attorney Gimenez stated it would be the permitting party.

Council Member Rappaport stated that the condominium association would be required to develop a parking plan. Whether the association chooses to charge individual residents for any associated costs would be a matter for the association to determine.

Council Member Fuller expressed support for the proposed ordinance, stating that it clarified the Town's ability to address parking issues associated with construction and strengthened existing enforcement mechanisms. He noted that buildings are subject to established parking requirements and that removing required parking spaces could place a property in violation of those requirements, allowing Code Compliance to issue citations. He cautioned that developers should not be permitted to eliminate parking spaces previously designated for residents and redirect vehicles to public streets. He commended the Town Manager for advancing the proposed ordinance and emphasized that, if adopted, the Town should apply both existing enforcement provisions and the new requirements. He stressed that violations involving the failure to provide required parking should be addressed promptly and should not be overlooked, even when the proposed ordinance provides additional enforcement authority for longer-term construction activities.

Mayor Salver discussed the parking concerns affecting residents whose assigned or regularly used parking spaces had been occupied by construction vehicles and equipment for an extended period. He noted that, in the situation brought to the Council's attention, the condominium association had reportedly informed residents that their parking spaces would be unavailable without providing alternative arrangements. He asked whether the Town's renovation application process requires condominium associations to submit a project timeline, including the anticipated duration of construction. He observed that the project appeared to have been ongoing for months, with equipment such as cherry pickers and other machinery occupying parking spaces. He questioned whether the Town evaluates the anticipated length and extent of construction when reviewing applications, particularly when the work may substantially and persistently affect residents' access to parking.

Town Manager Noel explained that construction permits have expiration dates and must be renewed if the work is not completed within the permitted timeframe. However, he noted that there are ways to circumvent the permit expiration requirements.

Mayor Salver suggested incorporating a question into the construction permit application process to determine whether proposed renovation work would reduce or otherwise affect the property's available parking spaces. The question would identify whether construction equipment would occupy resident or guest parking spaces and, if so, trigger the requirements of the proposed ordinance.

Town Manager Noel explained that, under the proposed ordinance, the permit application process would include a determination of whether construction activities would affect any parking spaces. If no parking spaces would be affected, a parking plan would not be required. If parking spaces would be affected, the applicant would be required to submit a parking plan to the Town as a condition of obtaining the permit.

Mayor Salver suggested that the parking impact question be included in the permit application and that applicants be required to certify the accuracy of their responses under penalty of perjury.

Council Member Fuller asked whether the proposed ordinance would apply differently when parking spaces are individually deeded to condominium unit owners rather than held as common property by the condominium association. He questioned how the ordinance would operate in such circumstances, particularly if the requirements are triggered by the permit application process, given the different ownership arrangements.

Council Member Yaffe noted that parking spaces in many condominium buildings are assigned to individual units and transfer with the unit upon sale. He stated that when construction prevents a unit owner from using an assigned parking space, the condominium association should make reasonable accommodations, including providing substitute parking where available. He acknowledged that options may be limited when no common parking spaces are available. He explained that the proposed ordinance would address situations in which residents lose access to their parking spaces during construction. He recognized that residents may need to temporarily relocate their vehicles during certain projects but emphasized that they should not be left without parking for an extended period, such as six months. He added that construction equipment may sometimes be moved or repositioned to allow residents to continue using their spaces; when that is not feasible, alternative parking arrangements should be addressed.

Council Member Fuller noted that, although less common, some condominium parking spaces are individually deeded and assigned to specific units. He also noted that the ordinance was being considered on first reading and that the Council did not need to resolve every implementation detail at that stage.

Mayor Salver suggested that, following adoption of the ordinance on second reading, the Town prepare a brief informational memorandum and distribute it to all condominium associations in Bay Harbor Islands. The notice would explain the new requirements for parking plans when construction affects available parking spaces, ensuring condominium associations are aware of their obligations under the ordinance.

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

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

**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.**

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 Yaffe clarified that the ordinance would apply to both multifamily and single-family residential properties. He noted having discussed concerns about the ordinance's broader applicability and observing that the requirements may present different considerations for single-family homes than for condominium buildings. However, he acknowledged the public safety purpose of the ordinance, explaining that Fire Rescue and law enforcement personnel must be able to identify and access properties, including those along the waterfront, in the event of an emergency.

Mayor Salver suggested that, to fulfill the ordinance's public safety purpose, the Town consider using a standardized stencil to mark property identification information, rather than relying on more elaborate or decorative markings. He indicated that a simple, Town-applied stencil could help ensure properties are readily identifiable to emergency responders.

Town Manager Noel expressed concern that a stencil alone would not adequately address property identification needs, emphasizing that address numbers must be reflective and visible at night to ensure emergency responders can identify properties after dark.

Council Member Fuller acknowledged that public safety must remain the priority but expressed concerns about the aesthetic impact of spray-painted address numbers on seawalls. He noted that residents might object to the appearance and questioned the practicality of the markings, suggesting they may not be sufficiently visible at night and could fade over time due to exposure to sunlight and seawater. He expressed reservations about the available options for displaying address numbers along seawalls. He noted that attaching signs directly to seawalls could require drilling into the structures, which residents might oppose, leaving signs installed in yards and facing the water as the remaining practical option. He acknowledged the public safety benefits of making waterfront properties identifiable to emergency responders but also raised potential security concerns. Specifically, visible address signage could make it easier for individuals to identify and locate particular properties from the water, potentially increasing the risk of targeted intrusions when residents are away. He stated that these competing safety considerations made the proposed requirements difficult to evaluate.

Council Member Yaffe reiterated that the concerns regarding signage were primarily related to single-family homes, as opposed to multifamily properties such as apartment buildings and condominiums. noted that standardized signs are used along beach paths in neighboring communities, identifying condominium buildings for individuals approaching from the beach rather than from the street. He offered this as an example of how waterfront identification signage could help emergency responders identify buildings from the water-facing side.

Council Member Rappaport suggested using small, reflective metal signs with strong adhesive backing as an alternative to larger signs or spray-painted numbers. He explained that the signs could be attached directly to seawalls without drilling into them or requiring signs to be installed in residents' yards. The reflective material would assist with nighttime identification without continuously illuminating the property, although the numbers would still need to be located and viewed by emergency responders.

Building Official Garcia explained that several methods are available to securely attach identification signage to waterfront properties. Drilling or screwing into seawalls was not recommended due to the potential for damage. As alternatives, he noted that specialized adhesives or epoxies designed to withstand ultraviolet exposure and corrosive environments could be used. Other options included attaching signage to a dock or installing a bracket alongside the property in a less destructive location.

Council Member Fuller expressed mixed views regarding the proposed waterfront identification signage requirement. He noted that the proposed four-inch lettering might be difficult to see from a distance but acknowledged the public safety benefits identified by the Police Chief. He explained that while Town officers may be familiar with property locations, officers from neighboring jurisdictions responding to calls in Bay Harbor Islands may have difficulty identifying properties from the waterfront. He questioned whether the requirement should be voluntary for single-family homes, while potentially remaining mandatory for multifamily

properties, where shared facilities and building configurations may present different considerations. He expressed uncertainty about the appropriate approach and invited input from the other Council Members.

Council Member Rappaport noted that emergency responders, including fire personnel, sometimes have difficulty locating properties even when approaching from the street, occasionally requiring them to turn onto different streets before identifying the correct address. He expressed support for measures that would make property numbers more visible and improve the ability of emergency responders to locate properties quickly.

Mayor Salver expressed support for the proposed identification requirements and stated that the Town should maintain a consistent standard rather than establish separate requirements for different categories of properties. He emphasized that the issue concerns address identification along seawalls.

The council asked staff what the cost would be for each sign.

Building Official Garcia stated approximately $40 a sign and there are 229 properties along the water. It would be an approximate cost of just under $10,000 for all the signs.

Mayor Salver asked if the cost is being passed through to the property owners.

Town Manager Noel recommended following a process similar to the Town's previous implementation of mandatory Knox Box installations. He recalled that the Town had adopted requirements for property owners and condominium associations to install Knox Boxes to provide emergency responders with access to buildings, particularly during nighttime emergencies. He suggested using a similar approach to implement the proposed waterfront address identification requirements, emphasizing the public safety considerations underlying both measures.

Council Member Rappaport noted that the proposed waterfront identification signage would cost approximately $40 and recommended that the expense be borne by the individual property owners.

Council Member Fuller discussed assigning responsibility for installing waterfront identification signage to property owners while emphasizing the need for appropriate installation standards to minimize potential liability. He raised concerns that improper installation could damage property or result in signage being placed in an unsuitable location. He stressed the importance of establishing clear installation requirements to address these risks.

Town Manager Noel stated that the Town would be willing to assist homeowners with the installation of waterfront identification signage upon request.

Council Member Yaffe recommended reversing the proposed approach to installation, expressing concern that leaving responsibility solely to homeowners could result in some properties failing to install the required signage. He suggested a more proactive approach by the Town to ensure compliance.

Mayor Salver suggested that the Town assume primary responsibility for installing the required waterfront identification signage at single-family homes and condominium properties, while allowing property owners or condominium associations that prefer to perform the installation themselves to do so.

The Council discussed the need for uniformity in waterfront identification signage.

Council Member Fuller sought clarification as to whether the proposed ordinance would proceed as originally presented or be modified to establish a specific, standardized sign as the required option.

The discussion reflected a preference for a standardized sign installed by the Town, with the cost passed on to property owners, while allowing owners to request an alternative installation arrangement.

Council Member Yaffe also requested clarification regarding the components of the proposed sign.

Town Manager Noel recommended that the proposed ordinance proceed with provisions establishing the Town's responsibility for installing the waterfront identification signage, with the installation location subject to the Town's approval.

Building Official Garcia clarified that the Town would determine the appropriate location and method of installation for the waterfront identification signs, with an emphasis on securing the signs effectively while avoiding damage to private property.

Council Member Fuller requested that a Police Department officer participate in determining the specific location and placement of waterfront identification signage to ensure its effectiveness for emergency response purposes.

Staff confirmed that the Police Department would be involved in making those determinations and would be similar as what they did with the Knox boxes.

A motion was made by Vice Mayor Bruder to approve the ordinance on first reading, to include that the Town install and determine the location of the sign and use poxy for installation; if the resident chooses to install the sign themselves, they have 30 days to do the installation and a police officer must be present to determine that the sign is properly being installed in a safe location, seconded by Council Member Rappaport. The motion carried with a 7-0 vote.

**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.

**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.**

Mayor Salver took this item out of order and it was heard after item 13.3 and before item 13.4.

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

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

Town Manager Noel referred the Town Council to his memorandum outlining the options available under the public-private partnership (P3) law when a local government receives an unsolicited proposal. He explained that the Town has three options: reject the proposal, solicit competing proposals publicly and select a firm from among the respondents, or proceed without a competitive solicitation and enter into exclusive negotiations with the proposer. He stated that his memorandum included a recommendation for the Council's consideration and invited questions for him, the Town Attorney, or the proposer, who was present. He emphasized that the matter concerned only the process the Town should pursue and did not involve consideration of any specific programming or concept at this stage.

Mayor Salver asked Town Manager Noel to reiterate his recommendation.

Town Manager Noel recommended that the Town Council proceed with a public solicitation for competing proposals rather than enter directly into negotiations with the original proposer. He explained that this approach would protect the Town's interests by testing the market, providing other qualified developers, including local firms, a fair opportunity to submit competing or superior proposals, and establishing a stronger record for evaluating pricing and terms. He added that a competitive process would also reduce the risk of future challenges, alleging that

the Town awarded a significant public facility contract without adequate competition or public notice.

A motion was made by Council Member Fuller to approve with the Town Manager's recommendations, seconded by Council Member Rappaport. The motion carried with a 7-0 vote.

Town Manager Noel explained that the Town could establish a public solicitation period ranging from a minimum of 21 days to a maximum of 120 days. He recommended against an extended solicitation period due to rising construction costs and the Town's project timeline. He suggested that the Town establish a 30-day period for soliciting competing proposals. He noted that an evaluation period would follow and that this schedule would allow the Town Council to use its planned retreat to further discuss and consider the project before making any decisions.

Mayor Salver expressed concern that a 30-day solicitation period might be too short to allow interested parties sufficient time to prepare and submit proposals. He emphasized the importance of providing an adequate opportunity for qualified firms and developers from across the city, state, and country to participate in the competitive process.

Town Manager Noel noted that the solicitation period would be at the Town Council's discretion and acknowledged the holidays occurring during the period. He offered to extend the proposed solicitation period from 30 to 45 days to provide additional time for interested parties to submit proposals.

Mayor Salver agreed with the 45 days.

Discussion among the council took place with the option of possibly 60 days due to the holidays in December.

Mayor Salver referred to concerns raised earlier by Town Attorney Gimenez regarding the proposed P3 process and noted the Town Manager's reminder that the Town has P3 legal counsel. He asked the Town Manager to confirm that all materials related to the agenda item had been included in the agenda packet.

Town Attorney Gimenez stated that the Town had established a process for moving forward and requested that the Town Council authorize the advertisement of the Request for Qualifications (RFQ). He asked for a motion, second, and vote on the proposed action.

A motion was made by Council Member Yaffe to approve the resolution for a 45-day advertisement window, seconded by Council Member Fuller. The motion carried with a 7-0 vote.

Town Attorney Gimenez clarified that staff would present the solicitation document establishing a 45-day period for interested parties to submit responses.

Rober Baum, Senior Vice President of CORE Engineering, appeared on behalf of BHI Civic Infrastructure Partners, accompanied by the project's architect and engineers. He explained that the unsolicited proposal contemplated turnkey development services for a new Town Hall facility, including financing and long-term maintenance. He characterized the proposal as an indicative model or framework rather than a final design or cost commitment. He stated that the public-private partnership (P3) process would allow approximately six months to one year for the Town and the selected development consortium to collaborate on the project's details, including the design, specifications, and costs. He described the process as efficient when properly implemented and noted that an increasing number of municipalities were pursuing this approach. He expressed hope that his team would be selected through the competitive process and offered to answer questions or participate in individual meetings with Council Members.

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

Mayor Salver asked whether the matter was being presented in response to work previously undertaken with Norma Orovitz.

Staff confirmed that it was.

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

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

The item had no discussion by council.

A motion was made by Vice Mayor Bruder to appoint Hillary Frankel to the Parks and Recreation Committee, seconded by Council Member Fuller. The motion carried with a 7- vote.

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

**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.**

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

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

There was no discussion by Council.

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

15.5 Consideration and approval of a resolution repealing Resolution No. 2107 titled Window and Door Permit Fee Waiver. Town Manager

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.**

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 expressed support for allowing homeowners to replace existing windows and doors with impact-resistant products to improve hurricane protection. However, she raised concerns about extending the same benefit to developers, emphasizing that incentives intended to assist existing homeowners should not provide developers with an unintended financial advantage. She recommended maintaining the benefit for homeowners undertaking hurricane protection improvements while distinguishing those projects from developer-related construction. She further emphasized that new construction projects undertaken by developers should be treated differently from improvements made by existing homeowners. She stated that developers should not be eligible for the same financial assistance or permit fee exemptions intended to encourage homeowners to install impact-resistant windows and doors.

Council Member Fuller stated that currently new construction projects are built with impact windows.

Building Official Garcia clarified that the permit fee waiver does not apply to new construction or multifamily properties. The waiver previously approved by the Town Council was intended for existing homeowners upgrading their windows and doors.

Vice Mayor Bruder expressed support for continuing the permit fee waiver for existing homeowners seeking to upgrade their properties with impact-resistant windows and doors. She emphasized that the Town should encourage these improvements because they enhance hurricane protection and residential safety.

Council Member Yaffe agrees.

The original motion by Council Member Fuller was withdrawn.

Town Manager Noel clarified that the item before the Town Council was to determine whether to repeal the existing permit fee waiver. He stated its consideration concerned the continuation or repeal of the waiver currently in effect.

Building Official Garcia explained that the item was presented to the Town Council to clarify the eligibility criteria for the existing permit fee waiver, as the original provisions did not clearly specify which properties qualified. He advised that the Building Department had been waiving the applicable fees for existing residents renovating their properties while continuing to charge fees for multifamily properties and new construction projects. He explained that clarification was needed regarding whether the existing permit fee waiver should remain in effect indefinitely or be limited to a specified period. He noted that the waiver originally included an expiration date, and the Council was asked to consider whether to establish a new deadline or continue the waiver without a defined expiration date.

Council Member Yaffe noted that the existing waiver specifies that eligible permit applications must be received beginning December 1, 2015.

Council Member Fuller recommended that staff return at a future meeting with revised language, establishing a more permanent permit fee waiver for eligible homeowners undertaking property upgrades. He expressed support for continuing the waiver to encourage residential improvements while clearly excluding multifamily properties from eligibility.

Building Official Garcia stated they would come back with a cleaner version.

Council Member Fuller stated that this resolution is already sunset.

Council Member Yaffe clarified that the Town kept this policy and continued with waiving the permit fees.

Vice Mayor Bruder stated for staff to bring a cleaner version for the November council meeting.

Council Members discussed whether the permit fee waiver for impact-resistant windows and doors should apply to existing condominium properties undertaking upgrades, including projects involving multiple units or special assessments.

Council Member Yaffe expressed support for extending the waiver to all existing properties seeking to upgrade, while excluding new construction.

Vice Mayor Bruder agreed that existing condominiums replacing windows should receive the same consideration as single-family homes.

Discussion followed regarding whether the existing waiver had expired.

Town Manager Noel explained that the ordinance referenced permit applications received beginning December 1, 2015, but did not include a sunset provision. It was clarified that the waiver, as written, applied indefinitely to existing homes and buildings and did not extend to new construction.

Council Members directed staff to return in November with clarification regarding the waiver's status and agreed not to make changes at that time.

The discussion reaffirmed that developers undertaking new construction should not receive the benefit of the waiver.

15.6 Discussion and possible action regarding a sales center extension at 1170 Kane Concourse.

Town Manager Noel deferred this item to the November Town Council Meeting.

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.

**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.**

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 noted that the collective bargaining agreement did not appear to address the pension discount rate, which had been the subject of extensive prior discussion. He clarified that the agreement included an opener within the next three months to discuss the pension and discount rate. He observed that the Town Council has typically had an opportunity to meet and review the terms of a collective bargaining agreement in detail, including individual provisions and proposed changes, before ratification.

Town Manager Noel explained that, unlike the Town's typical three-year collective bargaining agreements, the agreement under discussion was for a one-year term. The agreement provided for a 3% cost-of-living adjustment (COLA), allowed an officer to transition to a 12-hour shift schedule with a sunset date after one year, and included an opener for the Town to discuss the pension proposal previously presented to the Pension Board. He further clarified that the parties had agreed to discuss the pension discount rate within the next three months.

Council Member Yaffe noted that the one-year term of the collective bargaining agreement was partly intended to account for the uncertainty surrounding Amendment 3 and its potential implications, explaining that a longer-term agreement was not advisable at this time given the unknown outcome.

Vice Mayor Bruder indicated support for the collective bargaining agreement but emphasized that pension issues were a significant concern. She expressed concern that the pension provisions, particularly the discount rate, were not directly addressed in the agreement.

Mayor Salver sought clarification regarding the meaning of an "opener" in the collective bargaining agreement, in reference to the provision allowing the Town and the bargaining unit to discuss pension matters, including the discount rate, within the next three months.

Vice Mayor Bruder expressed reservations about implementing 12-hour shifts, noting that the Town had previously discontinued the schedule due to concerns about reduced productivity. She acknowledged that the schedule was being implemented for a one-year trial period and stated that the Police Chief should provide data to the Town Council regarding the results and overall effectiveness of the arrangement. She recalled that the Chief had previously explained the productivity benefits of eight-hour shifts, while recognizing that officers preferred

12-hour shifts. She emphasized that the success of the trial would depend on maintaining productivity and suggested that the Chief communicate these expectations clearly to staff, as the Town would reassess the arrangement based on the results.

Town Manager Noel clarified that the memorandum specifically addressed the pension reopener provision under Article 29. The provision allows either the Town or the Police Benevolent Association (PBA) to reopen Article 29 during the term of the agreement by providing written notice to the other party. Upon notice, the parties must hold a bargaining session within 30 days. He explained that this language was intentionally included to ensure that the pension issue would be addressed during the agreement's term.

Council Member Fuller noted that, in the past, the Town Council had held a closed meeting to discuss collective bargaining matters before proceeding with the agreement. He clarified that these discussions had been conducted collectively in a closed meeting rather than individually with Council Members.

Vice Mayor Bruder emphasized the importance of focusing on the Town's pension obligations, noting that significant discussions and decisions remained for members of the Pension Board. While expressing no objection to the overall collective bargaining agreement, she stressed that the pension issue remained a major concern. She referenced the provision allowing Article 29 to be reopened for discussion, with a bargaining session to be held within 30 days of written notice.

Council Member Yaffe explained that, during prior budget discussions, the potential impact of pension changes on the Town's budget had been considered. He noted that it was appropriate to discuss proposed changes with both unions before implementing them without negotiation. He further stated that the previous collective bargaining agreement expired on September 30, 2026, and emphasized the importance of establishing a new agreement. The one-year term would allow the Town to secure a contract while providing an opportunity to discuss pension matters early in the agreement period.

Mayor Salver asked for clarification regarding the implications of operating without a collective bargaining agreement, requesting that the potential consequences of not having a contract be explained.

Council Member Yaffe stated that employees generally prefer to work under a collective bargaining agreement and that the agreement included provisions negotiated by the parties. He expressed the view that having a contract was preferable to operating without one, while acknowledging that the decision rested with the Town Council. He questioned whether the agreement's one-year term was based solely on the uncertainty surrounding Amendment 3 and suggested that the Council could delay consideration of the agreement to allow additional time to

discuss pension costs and related issues. He noted that the timing of that discussion and the decision to proceed with the agreement were matters for the Council to determine.

Town Manager Noel emphasized that the decision regarding the agreement's term rested entirely with the Town Council and stated that, if directed, staff could return to negotiate a three-year agreement. He explained that the union was not prepared to make a decision regarding pension changes without supporting information, including actuarial data, which he has requested to ensure informed consideration. He added that the parties could revisit the pension issue through the Article 29 reopener provision, with a bargaining session to be held within 30 days of written notice.

Mayor Salver expressed concern that if the Town and the union did not reach an agreement on pension matters during the one-year contract term, the issue could carry into the next fiscal period without resolution. He characterized this possibility as postponing a necessary decision and acknowledged that the Town had previously faced limitations on the actions it could take, while noting that some of those constraints had since been removed. He questioned the difference between proceeding with the agreement immediately and delaying consideration for one or two months, noting that the Town was currently without a contract and that additional time could allow for further discussion. He acknowledged not having had an opportunity to thoroughly review the proposed agreement and presumed it largely carried forward the previous contract, with a few revisions, including the cost-of-living adjustment (COLA).

Town Manager Noel clarified that the three changes to the previous collective bargaining agreement were the 3% cost-of-living adjustment (COLA), the implementation of 12-hour shifts for a one-year period, and the provision allowing either party to reopen Article 29 to discuss pension matters.

Mayor Salver expressed support for holding a closed session to discuss the collective bargaining agreement, stating that additional discussion would help the Council better understand the agreement's terms and become more comfortable with the proposed changes before proceeding.

Council Member Rappaport reiterated opposition to implementing 12-hour shifts, expressing concern that the schedule could reduce productivity and create officer fatigue. He noted that if an officer were required to cover part of another shift due to an absence, the officer could potentially work up to 18 hours, raising concerns about stress, efficiency, and the ability to perform law enforcement duties effectively. He stated that the existing eight-hour shift schedule had worked well over the years, while acknowledging that officers preferred 12-hour shifts. He emphasized that, in his opinion, the Police Department's operational needs did not warrant a 12-hour schedule.

Council Member Fuller stated a preference for eight-hour shifts but supported giving officers an opportunity to demonstrate that 12-hour shifts could maintain comparable efficiency and productivity during the one-year trial period. He acknowledged concerns about fatigue and performance but considered the limited duration an opportunity to evaluate the alternative schedule. He also expressed support for a closed session to discuss the collective bargaining agreement in greater detail but raised concerns about timing and the importance of avoiding a period without a contract. He stated that he would not support a three-year agreement under the proposed terms but was willing to consider the one-year agreement. He further indicated that negotiations for the subsequent agreement should begin well before the current agreement expires, ideally between May and July, with the expectation that the next agreement could be for three years.

Mayor Salver disagreed with characterizing the proposed delay as lasting only a few months, noting that the agreement was for one year. He recalled that, during Ron Wasson's tenure as Town Manager, a collective bargaining agreement had reportedly remained unsigned for approximately a year and a half, leaving the Town without a contract during that period. He acknowledged that operating without a contract was not ideal but began to question the extent of its impact.

Town Manager Noel stated that operating without a collective bargaining agreement would not necessarily affect the Town, explaining that officers would not receive the negotiated cost-of-living adjustment (COLA) during the period the agreement remained unratified.

Mayor Salver stated that once an agreement is agreed upon, they would receive the COLA retroactively.

Town Manager Noel noted that the cost-of-living adjustment (COLA) was a negotiable provision and that the Town could agree to approve or reject it. He characterized the decision regarding the agreement as a business decision for the Town Council.

Mayor Salver recommended delaying consideration of the collective bargaining agreement for at least one month to allow sufficient time to review and understand its terms. He suggested that the Town Council first discuss the financial implications of Article 29, including the pension-related figures, to ensure the Town is prepared for informed negotiations. He also expressed concern that the provision allowing either party to reopen negotiations within the specified period was too open-ended and requested a more concrete framework for addressing the pension issue.

Vice Mayor Bruder asked if the council was going to have a closed session.

Mayor Salver stated that if the council agree, a closed session could be scheduled as soon as desired to discuss the collective bargaining matter.

A motion was made by Council Member Fuller to approve the item as presented.

Council Member Fuller explained that the agreement was limited to one year, that the Town had already gone without a contract, and that negotiations for the subsequent agreement could begin early to mid-next year. He also viewed the one-year term as an opportunity to evaluate the effectiveness of the 12-hour shift schedule.

Mayor Salver emphasized the importance of having a substantive discussion regarding the pension rate of return, stating that changes to the rate could potentially have saved the Town approximately $1.5 million during the current year.

Council Member Yaffe noted that the timing of the pension rate-of-return discussion had been unfavorable and suggested that, had the issue been raised earlier, the change could potentially have been incorporated into the current budget.

Mayor Salver and Council Members discussed whether to pursue a three-year collective bargaining agreement or proceed with the proposed one-year agreement, considering the uncertainty surrounding Amendment 3 and its potential future budget implications.

Council Member Yaffe noted that the amendment, if approved, would affect the Town beginning with the 2027 budget year.

Mayor Salver emphasized that the potential effects should be considered in the broader context of the Town’s financial obligations.

Vice Mayor Bruder expressed concern about approving the agreement without adequately addressing pension issues, noting that the Pension Board had not had sufficient time to fully consider the matter. She emphasized the potential financial impact in the following fiscal year and recommended scheduling a closed session to allow the Council to review additional information and discuss potential pension cost-saving measures. She expressed a preference for addressing the pension issue as part of the overall agreement rather than negotiating it separately.

Mayor Salver characterized the request as a reasonable fiduciary responsibility in managing public funds, rather than an adversarial negotiating position.

Council Member Fuller asked Town Manager Noel whether it would be feasible to hold a closed session, complete negotiations, and bring a comprehensive agreement back to the Council for consideration at the November 16 meeting.

Town Manager Noel explained that the union would not agree to the Town's proposed 7% pension discount rate without supporting actuarial information. He stated that the information had been requested from the Town's actuary several weeks earlier.

Mayor Salver expressed confidence that the necessary projections could be obtained within a short timeframe.

Town Manager Noel noted that the November 16 meeting would occur after the Amendment 3 election, which would also be relevant to the Council's considerations.

Council Member Fuller asked whether staff could complete negotiations in time to present a comprehensive agreement in November.

The discussion clarified that the proposed one-year agreement would allow the parties to address the pension issue and evaluate the 12-hour shift schedule, while a longer-term agreement would involve additional considerations following the election.

Vice Mayor Bruder reiterated support for a one-year agreement, noting that Council Members had differing views on 12-hour shifts and that the trial period would allow officers to demonstrate whether the schedule could meet the Town's expectations.

Town Manager Noel observed that the proposed agreement addressed the other requested terms, but the pension issue would require further actuarial information and negotiation.

Council Members discussed scheduling the closed session and the time needed to consult with the union, obtain the necessary information, and place the revised agreement on a future agenda.

Town Manager Noel asked whether the closed session would include the full Council. He also noted that any agreement reached would also be subject to a vote by the union membership.

Council Member Diallo requested that staff provide information regarding pension plans, discount rates, and related pension provisions in other municipalities to assist the Town Council in evaluating its options.

It was acknowledged that the timeline for completing negotiations and presenting the information would be tight.

Town Manager Noel stated they currently have statistics and data for the 12-hour shifts that they can present to the council.

Council Member Yaffe emphasized that the information provided regarding public-sector pensions should be presented in clear, straightforward language so all Council Members can understand the implications and potential consequences of changing the pension provisions, including the financial impact on the Town. He acknowledged that pension matters can be complex and requested an explanation that would make the issues and potential outcomes easy to understand.

Mayor Salver emphasized the importance of understanding the implications of any proposed pension changes and noted that similar questions had been raised and addressed during Pension Board discussions. He stated that the proposed changes would not apply retroactively or reduce benefits for current pension members. Rather, any potential impact would be prospective and could affect new enrollees or individuals who are not currently participating in the pension plan.

Council Member Yaffe asked whether current pension plan participants would be unaffected by the proposed changes to the pension provisions.

Mayor Salver clarified that changing the pension discount rate alone would not affect current members' accrued benefits.

Town Manager Noel stated that he would obtain the requested information from the actuary and schedule a closed-door meeting with the Town Council to review the pension matters. Following that meeting, he would resume negotiations with the union based on the Council's discussion and subsequently place the agreement on the November agenda for consideration.

**16. Discussion Items:**

**17. Adjournment:**

There being no further business to discuss before the council, a motion was made by Vice Mayor Bruder, seconded by Council Member Rappaport to adjourn the meeting at 9:54 p.m.

Accepted this _____ day of _____, 2026.

_____
Isaac Salver
Mayor

ATTEST

_____
Evelyn Herbello, MMC
Town Clerk

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 11.2
**Date:** November 16, 2026
**From:** Gerald Bryan, Finance Director
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution ratifying the Bay Pass Toll Rates for Bay Harbor Islands residents retroactively effective September 1, 2026. Town Manager

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**Description/Background** – The Town of Bay Harbor Islands owns and operates the Broad Causeway, which connects the Town to the mainland. The Town has historically offered two toll pass plans - an annual pass for $350.00 and a six-month pass for $225.00 - available to any purchaser on a rolling basis without residency or eligibility restrictions.

At the August 19, 2026 Town Council Meeting (Item No. 24), staff presented three policy options regarding pass plan eligibility and pricing structures.

On September 10, 2026 (Item No. 18), the Town Council voted to approve the reduction of the annual pass rate for Bay Harbor Islands residents from $350.00 to $200.00.

## PROGRAM DETAILS & IMPLEMENTATION

The accompanying resolution codifies the operational parameters authorized by the Council:

- Rate Structure: The Broad Causeway annual pass fee for qualifying Bay Harbor Islands residents is established at $200.00 per year (reduced from the standard $350.00 rate).
- Residency Verification: Eligibility is restricted to individuals whose primary legal residence is within the corporate limits of the Town of Bay Harbor Islands.
- Documentation Required: Applicants must substantiate residence by presenting a valid Florida Driver's License or Florida Identification Card, a vehicle registration, and a utility bill all showing the same Town address.
- Public Notice: Following ratification, administrative staff will issue public notices regarding the updated pricing, enrollment timeline, and verification procedures through the Town website, newsletter, and official media channels.

## LEGAL AUTHORITY

- Statutory Authority: Review of the 1947 Special Act of the Florida Legislature authorizing the causeway revealed no prohibitions against establishing resident-exclusive toll rates

or pass eligibility criteria.
- Debt Covenants: Review of the 2003 and 2012 causeway refinancing and bond indentures confirmed that existing note covenants contain no restrictions barring resident-discounted rates or targeted pass eligibility.
- Town Attorney Finding: The Town Attorney has issued a formal opinion confirming that the Town possesses lawful legal authority to implement a municipal resident toll program modeled after comparable municipal frameworks in Miami-Dade County.

**Effective Date & Retroactive Adjustments:**

The Broad Causeway resident toll rate structure takes effect retroactively as of September 1, 2026. To ensure no qualifying resident is financially disadvantaged during the administrative transition, the Town Manager or designee is authorized to issue retroactive adjustments for any eligible Bay Harbor Islands resident who purchased a toll pass at the standard rate on or after September 1, 2026:

- Six-Month Pass Holders: Residents who purchased a 6-month pass at the standard $225.00 rate will have their plan automatically converted to a 12-month Annual Resident Pass (measured from the original purchase date) and will receive a $25.00 refund, reflecting the difference against the $200.00 annual resident fee.
- Twelve-Month Pass Holders: Residents who purchased an annual pass at the standard $350.00 rate will receive a $150.00 refund, reconciling their payment to the approved $200.00 resident rate.

All refunds and account upgrades will be processed to the original form of payment OR a check upon verification of qualifying Bay Harbor Islands residency documentation.

**RECOMMENDED ACTION:**

Adopt the attached resolution formally ratifying the Town Council's September 10, 2026 action approving the reduction and establishment of the Broad Causeway annual resident pass rate at $200.00.

BHI Resident BayPass Resolution Item 11.2 Final.docx
BHI - Town Attorney Memo - BayPass - Item 11.2..pdf

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**

**RESOLUTION NO. _____-2026**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ESTABLISHING A RESIDENT BAYPASS PROGRAM FOR THE SHEPARD BROAD CAUSEWAY; CREATING A RESIDENT TOLL CLASSIFICATION AND ANNUAL RESIDENT BAYPASS; APPROVING A NON-RESIDENT ANNUAL BAYPASS OPTION; MAKING LEGISLATIVE FINDINGS; PROVIDING FOR ELIGIBILITY REQUIREMENTS AND ADMINISTRATIVE IMPLEMENTATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Bay Harbor Islands (the "Town") owns, operates, manages, maintains, repairs, improves, finances, administers, and regulates the Shepard Broad Causeway (the "Causeway"), which serves as the principal vehicular connection between the Town, the mainland, and adjacent barrier island communities; and

**WHEREAS**, the Town possesses authority pursuant to its governing Special Act and other applicable laws to establish, fix, revise, administer, and collect tolls, charges, fees, and other revenues associated with the operation and use of the Causeway; and

**WHEREAS**, the Town Council finds that the Causeway constitutes critical transportation infrastructure and serves as the primary means through which residents access homes, employment, schools, healthcare services, municipal services, commercial establishments, and other necessities of daily life; and

**WHEREAS**, the Town Council finds that Bay Harbor Islands residents possess a unique and continuing relationship to the Causeway that materially differs from that of occasional, recreational, transient, or non-resident users; and

**WHEREAS**, the Town Council finds that Town residents are uniquely dependent upon the Causeway for routine vehicular ingress and egress and are disproportionately affected by recurring transportation costs associated with island residency; and

**WHEREAS**, the Town Council further finds that Town residents contribute to the support of municipal government and the municipal ownership, administration, operation, maintenance, and stewardship of the Causeway through ad valorem taxes and other municipal revenues; and

**WHEREAS**, the Town Council finds that promoting affordable transportation access for Town residents advances legitimate governmental interests, enhances resident mobility, promotes community welfare, supports economic sustainability, and contributes to the overall quality of life within the Town; and

**WHEREAS**, the Town Council finds that resident-based toll classifications and discount programs have historically been implemented by other Florida governmental entities operating public toll facilities, including resident and commuter programs on the Rickenbacker Causeway and Venetian Causeway; and

**WHEREAS**, the Town Council further finds that the proposed Resident BayPass Program (the “Program”) does not restrict access to the Causeway, does not prohibit travel by any person, and does not deny any member of the public the right to use the Causeway upon payment of applicable tolls and charges; and

**WHEREAS**, the Town Council has reviewed financial analyses and operational information provided by Town staff and consultants and finds that implementation of the Program is not expected to impair compliance with any applicable financing, revenue,

reserve, maintenance, operating, or debt-service obligations relating to the Causeway; and

**WHEREAS**, the Town Council finds that establishment of the Program constitutes a reasonable exercise of the Town's proprietary authority and responsibility as owner, operator, maintainer, manager, and financier of the Causeway; and

**WHEREAS**, the Town Council finds that the classification established herein is reasonable, serves valid public purposes, bears a rational relationship to legitimate governmental objectives, and promotes the health, safety, welfare, and convenience of Town residents while preserving public access to the Causeway for all users.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:**

**SECTION 1. RECITALS ADOPTED**. The foregoing recitals are hereby ratified, adopted, and incorporated herein as legislative findings of the Town Council.

**SECTION 2. ESTABLISHMENT OF RESIDENT BAYPASS PROGRAM**. The Town Council hereby establishes the Program for the Causeway.

The purpose of the Program is to recognize the unique relationship between Town residents and the municipally owned Causeway while promoting resident mobility and preserving revenues necessary for the continued operation, maintenance, financing, and administration of the facility. The administrative process and rules are set forth in detail within Exhibit “A” to this Resolution.

**SECTION 3. RESIDENT BAYPASS RATE**. Effective upon implementation by the Town Manager, qualifying Town residents shall be eligible to purchase a Resident BayPass for an annual fee of:

$200.00 per year per eligible vehicle.

The Program shall provide unlimited use of the Causeway during the period for which the pass remains valid, subject to all Program requirements established by the Town.

**SECTION 4. NON-RESIDENT BAYPASS RATE**. The Town Council hereby authorizes a Non-Resident BayPass option available to non-residents for an annual fee of:

$350.00 per year per eligible vehicle.

Participation in the Non-Resident BayPass Program shall be subject to administrative requirements established by the Town.

**SECTION 5. CONTINUED PUBLIC ACCESS**. Nothing contained in this Resolution shall:

1. Restrict access to the Causeway;
2. Condition access to the Causeway upon residency within the Town;
3. Limit the right of any member of the public to utilize the Causeway; or
4. Alter the Town's ability to collect tolls from users who do not participate in the Program.

All users shall continue to have access to the Causeway upon payment of the applicable tolls or participation fees established by the Town.

**SECTION 6. ELIGIBILITY REQUIREMENTS**. To qualify for the Program, an applicant shall:

1. Establish residency within the Town of Bay Harbor Islands;
2. Maintain a valid driver's license or other government-issued identification reflecting such residency, unless otherwise approved by the Town;
3. Provide documentation deemed necessary by the Town Manager or designee to verify continuing eligibility;
4. Maintain an active SunPass or successor account as required for interoperability and toll processing; and
5. Comply with all administrative procedures adopted by the Town.

The Town Manager is hereby authorized to promulgate administrative rules and procedures necessary to verify eligibility and prevent abuse of the Program (see Exhibit "A").

**SECTION 7. ADMINISTRATIVE AUTHORITY**. The Town Manager, or designee, is authorized to take all actions necessary to implement and administer the Program, including:

1. Establishing application procedures;
2. Establishing eligibility verification standards;
3. Coordinating with FDOT, SunPass, and applicable toll-processing vendors;
4. Updating the BayPass system as needed;
5. Adopting forms and procedures necessary for administration of the Program; and

6. Implementing any operational changes required to effectuate the intent of this Resolution.

**SECTION 8. CONTINUING REVENUE SUFFICIENCY**. Implementation and operation of the Program shall remain subject to continued compliance with all applicable financing obligations, debt-service requirements, revenue covenants, and operational obligations associated with the Causeway.

The Town Manager shall monitor Program performance and revenue impacts and may recommend modifications to ensure continued financial sustainability of the facility.

**SECTION 9. SEVERABILITY**. If any section, subsection, sentence, clause, phrase, or provision of this Resolution is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity shall not affect the remaining provisions of this Resolution, which shall continue in full force and effect.

**SECTION 10. EFFECTIVE DATE**.

This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Bay Harbor Islands, Florida, 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 _____

**TOWN OF BAY HARBOR ISLANDS**

By: _____
Issac Salver
Mayor

**ATTEST:**

_____
Evelyn Herbello, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
McCarter & English LLP
Tania Cruz-Gimenez
Town Attorney

**M E M O R A N D U M**

McCarter & English

To: **Lindsley Noel, Town Manager**

From: **Carlos Gimenez, McCarter & English, Town Attorney**

Date: **November 5, 2026**

Re: **AUTHORITY OF THE TOWN OF BAY HARBOR ISLANDS TO ADOPT A RESIDENT BAYPASS PROGRAM FOR THE SHEPARD BROAD CAUSEWAY**

## ISSUE PRESENTED

Whether the Town of Bay Harbor Islands (the "Town") may lawfully establish a resident toll-discount program, including a resident "BayPass" Program (the "Program"), under which qualifying Town residents may obtain annual access to the Shepard Broad Causeway (the "Causeway") for Two Hundred Dollars ($200) per year, while nonresidents may either purchase a non-resident BayPass for Three Hundred Fifty Dollars ($350) per year or continue to pay applicable tolls on a per-use basis.

## AUTHORITIES AND MATERIALS REVIEWED

Town staff conducted an internal review of relevant records and provided documents for purposes of this memorandum. This opinion is based upon the materials provided and does not address documents that may exist but were not identified or provided during said internal review.

The following authorities and materials were reviewed and considered in preparing this memorandum:

### A. Bay Harbor Islands Special Act

The Town's governing Special Act (the "Act"), which vests ownership, jurisdiction, management, maintenance, financing, and toll-setting authority for the Causeway in the Town.

### B. Chapter 338, Florida Statutes

The statutory framework governing toll facilities, toll collection, interoperability, transportation financing, and operation of publicly owned toll facilities within the State of Florida as set forth by Chapter 338, Florida Statutes ("Chapter 338").

### C. FDOT and SunPass Administrative Materials

Operational documents, agreements, and related materials pertaining to SunPass interoperability and the administration of BayPass transactions within Florida's statewide tolling network.

**D. Causeway Financing Documents**

That certain Loan Agreement dated November 14, 2012, by and between the Town of Bay Harbor Islands, Florida, and Pinnacle Public Finance, Inc., together with associated financing, revenue, and debt-service documents governing operation and financing of the Causeway (collectively, the "Financing Documents").

**E. Constitutional Authorities**

Federal and Florida constitutional authorities addressing:

1. Equal Protection;
2. Right-to-Travel principles;
3. Dormant Commerce Clause considerations;
4. Municipal home-rule authority; and
5. User-fee jurisprudence.

**F. Judicial Authorities**

Federal and state judicial decisions addressing transportation user fees, public-facility financing, governmental classifications, and operation of transportation infrastructure.

**G. Comparable Florida Toll Programs**

Publicly available information concerning toll-classification programs administered by other Florida governmental entities, namely the Rickenbacker and Venetian Causeways resident and commuter plans administered by Miami-Dade County.

**H. Operational and Financial Information**

Information provided by Town staff regarding:

1. Causeway operations
2. BayPass administration
3. Revenue projections
4. Resident eligibility requirements
5. Debt-service obligations
6. Tolling operations
7. Financial impacts of the proposed Program.

**I. Scope of Opinion**

The conclusions expressed herein are based upon the authorities identified above and upon the assumption that the Town will continue to satisfy all applicable financing obligations and revenue requirements associated with operation of the Causeway. This memorandum addresses only the legal authority supporting implementation of the proposed Program.

## SUMMARY CONCLUSION

For the reasons set forth in this memorandum, it is our opinion that the Town possesses substantial legal authority to implement the proposed Program.

The Act grants the Town broad authority to own, operate, manage, finance, maintain, improve, and toll the Causeway. Florida's tolling statutes recognize differentiated toll structures and do not prohibit classifications among user groups. The SunPass interoperability framework accommodates local toll-administration programs and does not appear to restrict resident classifications. The Financing Documents require revenue sufficiency and debt-service compliance but do not require toll-rate uniformity among users.

Furthermore, because residency is not a suspect classification and because the Program concerns a transportation user fee rather than access to the facility itself, constitutional challenges would likely be reviewed under highly deferential rational-basis standards. Multiple legitimate governmental interests support the Program, including municipal ownership of the Causeway, resident dependence on the facility, transportation burdens associated with island residency, and the Town's responsibility for the long-term operation and financing of the Causeway.

Accordingly, assuming continued compliance with the Financing Documents and adoption of appropriate legislative findings, the Program appears legally defensible under applicable statutory, contractual, and constitutional principles.

## STATEMENT OF FACTS

The Town owns, operates, maintains, manages, repairs, improves, and finances the Causeway, a municipal toll facility that serves as the principal vehicular connection between Bay Harbor Islands, the mainland and the beach barrier islands.

The Town is a geographically unique island community. The Causeway is a critical element of the Town's transportation infrastructure and functions as the primary, and frankly only available route through which residents, businesses, visitors, service providers, emergency responders, and governmental personnel access the municipality. Unlike municipalities accessible through multiple roadway corridors, Town residents must traverse the Causeway. The Town bears continuing responsibility for operation, maintenance, administration, capital improvements, financing, and

long-term stewardship of the facility. As a practical matter, the Causeway functions as an essential transportation artery rather than a discretionary convenience.

The Town currently participates in Florida's statewide electronic tolling network through operational arrangements involving the Florida Department of Transportation ("FDOT") and SunPass. Under that framework, toll transactions are processed through interoperable systems while the Town retains authority over toll classifications, BayPass administration, and eligibility requirements.

The Town is considering implementation of the Program under which qualifying residents would be eligible for discounted annual access. The Program would not restrict access to the Causeway and would not deny use of the facility to non-residents. Rather, all members of the public would continue to have access upon payment of the applicable toll, while residents would receive discounted treatment based upon their unique relationship to the facility.

The Town has further evaluated the Program's financial impact and has been advised that implementation is not expected to impair compliance with the Financing Documents or applicable debt-service coverage requirements. Based upon the analyses reviewed, projected revenues are expected to remain sufficient to satisfy operating, maintenance, reserve, debt-service, and financing obligations associated with the Causeway.

The legal issue presented therefore is not whether the Town may continue operating the Causeway, but whether it may establish a resident toll classification recognizing the unique relationship between Town residents and a municipally owned transportation facility.

## GOVERNING LEGAL FRAMEWORK

The Town's authority to establish the proposed Program derives from four primary sources: (i) the Act; (ii) Chapter 338; (iii) FDOT/SunPass operational framework; and, (iv) the Financing Documents.

Collectively, these authorities define both the scope of the Town's toll-setting authority and any limitations potentially applicable to implementation of the Program. Before addressing those authorities individually, it is appropriate to review the legal standards governing constitutional and transportation-user-fee challenges.

## APPLICABLE STANDARDS OF REVIEW

The proposed Program would most likely be challenged under Equal Protection, Right-to-Travel, or Dormant Commerce Clause theories. Each of those claims is evaluated against established principles governing transportation user fees and public-facility pricing.

The United States Supreme Court has repeatedly recognized that governmental owners and operators of transportation facilities possess substantial discretion to impose user fees and establish classifications among users.

In *Northwest Airlines, Inc. v. County of Kent*, 510 U.S. 355 (1994), the Supreme Court upheld airport user fees and recognized that governmental operators may allocate costs among categories of users so long as the resulting fee structure remains reasonable and nondiscriminatory.

Similarly, in *Evansville-Vanderburgh Airport Authority District v. Delta Airlines, Inc.,* 405 U.S. 707 (1972), the Court held that transportation-facility user fees may constitutionally differentiate among classes of users where the classifications represent a reasonable approximation of use and are not wholly unreasonable.

Those decisions establish the overarching principle that transportation user-fee systems need not treat all users identically and may recognize legitimate differences among categories of users. Additionally, residency is not a suspect classification for purposes of federal Equal Protection analysis, and payment of a toll does not implicate a fundamental constitutional right. Accordingly, any Equal Protection challenge would likely be reviewed under the rational-basis standard. Under that standard, a classification must be upheld if any reasonably conceivable set of facts provides a rational relationship between the classification and a legitimate governmental objective.

These principles guide the analysis that follows.

## ANALYSIS OF THE ACT

The Act constitutes the strongest source of authority supporting the Program. The Act expressly vests ownership, jurisdiction, and operational authority over the Causeway in the Town and authorizes the Town to own, construct, acquire, reconstruct, improve, extend, equip, operate, maintain, and regulate transportation facilities associated with the Causeway.

Most importantly, the Act expressly authorizes the Town to "fix, establish, maintain and collect rates, tolls and other charges" and to impose and collect "necessary and reasonable fees, admissions, tolls, rates, rentals and charges" for use of the facility.

The Legislature therefore delegated to the Town not merely the authority to collect tolls, but the continuing authority to determine how tolls are structured and administered. Nothing within the Act requires toll-rate uniformity. Likewise, nothing within the Act prohibits the Town from establishing classifications among categories of users.

That omission is significant. Had the Legislature intended to require identical toll treatment for all users, it could have imposed such a restriction expressly. Instead, the Act focuses upon

municipal ownership, operation, financing, maintenance, and stewardship of the facility rather than prescribing specific toll structures.

As a result, the Act is most reasonably interpreted as granting the Town broad discretion to establish toll classifications that further legitimate municipal objectives and remain consistent with the Town's continuing obligations to operate and finance the Causeway.

## PROPRIETARY CAPACITY OF THE TOWN

The Town's authority to implement the proposed Program is further supported by its role as owner, operator, maintainer, and financier of the Causeway. The Town is not acting solely as a governmental regulator. Rather, the Town owns the facility, bears responsibility for its safe operation, administers its tolling system, finances capital improvements, maintains the facility, satisfies debt-service obligations, and remains responsible for the long-term viability of the Causeway. In exercising these responsibilities, the Town functions in a proprietary capacity similar to other governmental entities operating publicly owned transportation facilities.

This distinction is important because courts traditionally afford governmental entities broader discretion when managing and pricing access to infrastructure they own than when regulating private conduct. The Town's decisions regarding the administration of tolls therefore should be evaluated within the context of municipal ownership and operation of a transportation asset rather than as a purely regulatory act.

Additionally, residents possess a relationship to the Causeway materially different from that of occasional users. Residents necessarily rely upon the facility for routine ingress and egress to the community and ultimately bear the burdens associated with municipal ownership through the governmental structure of the Town. In contrast, non-residents of the Town often utilize the Causeway for their own convenience while other routes (both tolled and non-tolled) are available to them. The Town therefore may reasonably recognize residents as a distinct category of users when establishing a toll classification system.

Accordingly, the Town's proprietary status provides an independent basis supporting implementation of the proposed Program.

## CHAPTER 338 ANALYSIS

Chapter 338 reflects a legislative policy favoring the financing, operation, and administration of toll facilities by governmental entities.

Section 338.231, Florida Statutes, authorizes toll agencies to establish, revise, charge, and collect tolls for the use of toll facilities. Similarly, Section 338.161(5), Florida Statutes, authorizes participation in interoperability arrangements and integrated toll-collection systems.

The statutory framework is directed toward toll collection, revenue generation, interoperability, financing, and facility administration. Significantly, the statute does not require uniform toll treatment among all users and does not prohibit local toll operators from establishing distinct categories of users for administrative or operational purposes.

Just as Florida toll facilities routinely distinguish among users based upon method of payment, vehicle classification, pass participation, and other operational considerations, Chapter 338 contemplates flexibility in the administration of tolling programs so long as the facility is lawfully operated and financially maintained.

Accordingly, Chapter 338 supports rather than restricts the Town's authority to establish a resident toll-discount classification.

## FDOT AND SUNPASS/BAYPASS ANALYSIS

The administrative relationship between the Town, the Florida Department of Transportation ("FDOT"), and the SunPass interoperability network further supports implementation of the Program.

The materials reviewed indicate that BayPass historically operated within the statewide tolling system and that the Town retained authority regarding pass administration, eligibility criteria, and toll classifications. FDOT and SunPass provide the infrastructure through which toll transactions are processed, but the operational materials reviewed do not transfer toll-setting authority to FDOT. To the contrary, the operational framework appears to contemplate continued local administration of BayPass classifications while utilizing statewide toll-processing infrastructure.

This distinction is significant. Had Florida law or FDOT policy prohibited resident-discount programs, one would reasonably expect such restrictions to appear either within Chapter 338 or within the operational agreements governing participation in SunPass. No such prohibition has been identified. Further, the existence of other resident and commuter toll programs operating within Florida's interoperable toll network demonstrates that user classifications may operate within the statewide system without conflict.

Accordingly, the FDOT/SunPass framework provides additional support for the conclusion that the Town may continue to administer a resident BayPass classification consistent with statewide tolling operations.

## FINANCING DOCUMENT ANALYSIS

The Financing Documents represent the most significant contractual consideration associated with the Program.

Historically, concern has focused on whether a resident-discount program might adversely affect pledged revenues supporting repayment of the Causeway Promissory Note. Upon review of the Financing Documents, however, the critical question is not whether all users pay identical tolls, but whether the Town continues to satisfy its financial obligations.

The Financing Documents expressly recognize the Town's authority to establish and collect tolls and other charges associated with operation of the Causeway. The Town represented to lenders that it possessed authority to fix, establish, maintain, and collect tolls for use of the facility. Nothing within the Financing Documents identified during this review requires identical toll treatment for all users. Instead, lender protections are found in the revenue covenants.

The Financing Documents require the Town to maintain sufficient net revenues to satisfy debt-service obligations and applicable coverage requirements. Those provisions measure financial performance based upon revenue sufficiency rather than toll-rate uniformity. This distinction is critical.

A covenant requiring adequate revenues is fundamentally different from a covenant requiring identical tolls. The former protects lenders through financial performance requirements. The latter would restrict the Town's toll-setting discretion. No such restriction has been identified.

Indeed, no provision reviewed prohibits: (i) resident classifications; (ii) commuter classifications; (iii) annual-pass programs; (iv) discount programs; or, (v) other reasonable user classifications. Rather, the Financing Documents focus upon preserving adequate revenues to support debt service and operation of the facility.

Based upon the analysis provided by Town staff and financial advisors, implementation of the Program is not expected to impair compliance with applicable debt-service coverage requirements. Assuming the accuracy of those projections, the principal contractual concern associated with the Program is substantially diminished because lender security remains protected through continued compliance with the revenue covenants.

Accordingly, the Financing Documents support the conclusion that the relevant inquiry is revenue sufficiency, not toll-rate uniformity.

## EQUAL PROTECTION ANALYSIS

The principal constitutional challenge to the proposed Program would likely arise under the Equal Protection Clause of the Fourteenth Amendment. For the reasons discussed in the Applicable Standards of Review section, such a challenge would almost certainly be evaluated under rational-basis review.

Residency is not a suspect classification, and payment of a transportation user fee does not implicate a fundamental constitutional right. Consequently, the Town need only demonstrate that the resident classification bears a rational relationship to one or more legitimate governmental objectives.

As discussed above, the proposed classification is supported by multiple independent governmental interests, including: (i) municipal ownership and operation of the Causeway; (ii) resident dependence upon the facility for routine ingress and egress; (iii) transportation burdens associated with island residency; (iv) resident financial contributions supporting municipal government; and, (v) promotion of resident mobility and community welfare.

Any one of these interests would likely satisfy rational-basis review. Taken collectively, they provide substantial support for the Town's determination that residents constitute a distinct category of users for purposes of toll administration.

Moreover, transportation user-fee jurisprudence recognizes that public operators possess substantial discretion to establish user classifications and allocate costs among categories of users. As discussed in *Northwest Airlines* and *Evansville-Vanderburgh*, identical treatment of all users is not constitutionally required.

Accordingly, because the proposed classification is supported by legitimate governmental objectives and bears a rational relationship to those objectives, the Program should withstand scrutiny under the Equal Protection Clause.

## RIGHT TO TRAVEL ANALYSIS

The proposed Program does not burden the constitutional right to travel.

The Program neither prohibits travel nor conditions access to the Causeway upon residency. All members of the public remain free to utilize the facility upon payment of the applicable toll. The distinction created by the Program concerns the amount charged for use of the facility rather than the right to use the facility itself.

As discussed in *Evansville-Vanderburgh*, governmental entities may impose reasonable user fees associated with publicly owned transportation facilities without violating constitutional travel protections. The Supreme Court recognized that transportation-related user fees constitute permissible charges for use of public infrastructure rather than impermissible restrictions on travel.

The proposed Program operates in precisely that manner. It establishes a pricing distinction among categories of users while preserving unrestricted physical access to the Causeway.

Accordingly, because the Program concerns pricing rather than access, it should not be viewed as a restriction upon interstate or intrastate travel and therefore should withstand constitutional scrutiny under right-to-travel jurisprudence.

## DORMANT COMMERCE CLAUSE ANALYSIS

The proposed Program likewise appears consistent with Dormant Commerce Clause principles.

The Program does not distinguish between residents of Florida and residents of other states. Instead, it distinguishes between residents of Bay Harbor Islands and non-residents. A resident of another state receives the same treatment as a nonresident located elsewhere within Miami-Dade County. Conversely, a Town resident remains eligible for the Program regardless of whether that resident engages in interstate commerce.

The Program therefore does not operate as economic protectionism and does not discriminate against interstate commerce on its face, in purpose, or in effect. As discussed in *Evansville-Vanderburgh* and *Northwest Airlines*, transportation user-fee classifications are permissible where they represent reasonable distinctions among categories of users and do not impose unreasonable burdens upon commerce.

Here, all interstate travelers, commercial users, visitors, and businesses retain unrestricted access to the Causeway. No surcharge is imposed upon out-of-state users, and no preference is afforded to Florida businesses or commercial interests. Any impact upon interstate commerce is therefore incidental.

Moreover, any incidental burden is substantially outweighed by the legitimate local governmental interests discussed previously, including the Town's ownership responsibilities and promotion of resident mobility.

Accordingly, the Program should withstand scrutiny under the Dormant Commerce Clause.

## COMPARABLE FLORIDA PROGRAMS

Additional support for the proposed Program is found in resident, commuter, and property-owner toll plans currently administered by Miami-Dade County. These programs demonstrate that Florida governmental entities operating public toll facilities have long recognized classifications based upon a user's relationship to the facility or the community served by the facility.

**Rickenbacker Causeway**

The most persuasive example is the Rickenbacker Causeway, where Miami-Dade County has formally adopted resident and commuter plans that provide toll treatment different from that available to the general public.

The County's current Implementing Order establishes a specific Resident Plan applicable only to qualifying Key Biscayne residents:

> "Resident Plan Fee $72.00/year (Residential property owners on Key Biscayne, residential property renters/tenants on Key Biscayne (minimum term of six months), spouses and their children 23 years old or younger who live with a parent on Key Biscayne; available for two-axle non-commercial vehicles only)."

The County's public description of the program similarly states:

"The cost of the Rickenbacker Causeway Resident Plan is $72 per vehicle."

Relevant to this issue is that proof of a Key Biscayne residential address and residency is required to receive a Resident Plan discount.

The Rickenbacker program also includes a separate commuter classification for individuals employed or attending school on Key Biscayne or Virginia Key. The Implementing Order creates a separate commuter plan that costs $120.00 per year.

**Venetian Causeway**

The Venetian Causeway provides a similar example. The County's Implementing Order establishes both a Property Owner Plan and a Commuter Plan that are unavailable to the general public.

The Implementing Order provides, in relevant part:

"Property Owner $0.00 per year (Available only to Venetian Island Property Owners, spouse and their children 23 years old or younger who live residing with a parent on the Venetian Island)."

The same Implementing Order further provides:

"Commuter Plan Fee $120.00/year (Available only to those persons employed or renting property minimum lease term of six months on one of the six Venetian Islands; or residents of the Sunset Harbour neighborhood in the City of Miami Beach...)."

County toll-administration materials require applicants to demonstrate a qualifying relationship to the community served by the facility, including proof of property ownership, residency, employment, or other eligibility criteria.

**Significance of the Florida Programs**

The significance of the Rickenbacker Causeway and Venetian Causeway programs is not that they are binding legal precedent. Rather, they provide persuasive evidence that Florida governmental entities have determined that classifications based upon residency, property ownership, employment, commuter status, and other community connections are appropriate and administratively workable components of public toll administration.

Importantly, these programs operate within Florida's statewide SunPass interoperability network while coexisting with standard toll collection applicable to the general public. Their continued operation demonstrates that Florida transportation policy has long accommodated differentiated toll treatment for users who maintain a distinct relationship to a facility or the community served by that facility.

Accordingly, the Rickenbacker and Venetian Causeway programs provide persuasive support for the Town's conclusion that a Resident BayPass Program represents a reasonable, customary, and legally defensible exercise of local toll-setting authority.

## RECOMMENDED LEGISLATIVE FINDINGS

In order to create a comprehensive legislative record supporting the Program, the Town Council should make findings substantially similar to the following:

**Municipal Ownership and Responsibility**. The Town owns, operates, maintains, manages, regulates, finances, repairs, and improves the Shepard Broad Causeway pursuant to authority granted by the Town's Special Act and related governing authority. As owner and operator of the facility, the Town bears continuing legal, financial, operational, and administrative responsibility for the Causeway and its long-term viability. Residents of the Town ultimately bear the burdens associated with the municipal ownership and operation of the facility through the institutions of local government.

**Unique Relationship of Residents to the Causeway**. Bay Harbor Islands residents possess a relationship to the Causeway materially different from that of occasional, recreational, or transient users because the Causeway serves as the principal means of routine vehicular ingress and egress to and from the municipality. Residents must regularly traverse the Causeway in order to access their residences, employment, educational institutions, healthcare services, commercial establishments, governmental facilities, and other necessities of daily life.

**Resident Dependence on the Facility.** The Town Council finds that residents are uniquely dependent upon the Causeway for routine transportation needs. Unlike many non-resident users who utilize the facility only occasionally, residents rely upon the Causeway as a recurring and

necessary component of daily travel. This dependence creates transportation burdens that are substantially greater than those experienced by most non-resident users.

**Resident Financial Contributions**. Residents contribute municipal revenues through ad valorem taxation and other local revenue sources that support the operation of municipal government and the municipal functions associated with ownership and operation of the Causeway. The Town may reasonably recognize the distinct financial relationship between resident taxpayers and a municipally owned transportation facility.

**Transportation Burdens Associated with Island Residency**. The Town Council finds that residents incur recurring transportation costs and obligations arising from the geographic characteristics of island residency. The Causeway functions as the primary connection between the municipality and the mainland, and the recurring costs associated with its use disproportionately affect permanent residents when compared to occasional users of the facility.

**Promotion of Resident Mobility**. The Program promotes the mobility of Town residents by reducing recurring transportation costs associated with daily travel to and from homes, schools, places of employment, healthcare facilities, municipal services, and other destinations necessary to ordinary community life. Promotion of resident mobility constitutes a legitimate governmental objective directly related to the health, welfare, and convenience of Town residents.

**Promotion of Community Welfare**. The Town Council finds that facilitating affordable transportation access serves an important public purpose by promoting community stability, economic sustainability, quality of life, and access to municipal services. The Program is intended to advance the general welfare of the community while preserving the Town's ability to operate and maintain the Causeway.

**Consistency with Florida Tolling Practices.** The Town Council further finds that resident and user-specific toll programs have historically been utilized on other publicly operated Florida toll facilities, including the Rickenbacker Causeway and Venetian Causeway, which administer resident, commuter, and other facility-specific user classifications through the statewide tolling network. These programs demonstrate that differentiated toll treatment is an accepted component of public toll administration in Florida.

**No Restriction on Public Access**. The Program does not prohibit, restrict, or condition access to the Causeway based upon residency. All members of the public, including residents and nonresidents alike, will continue to have access to the Causeway upon payment of the applicable toll. The Program concerns the amount charged for use of the facility rather than the right to use the facility.

**Financial Sufficiency**. The Town Council finds, based upon analyses provided by Town staff and consultants, that implementation of the Program will not impair compliance with the obligations imposed by the Financial Documents, including applicable debt-service coverage requirements, and that projected revenues are expected to remain sufficient to satisfy all operating, maintenance, financing, reserve, and debt-service obligations associated with the Causeway.

**Reasonableness of the Classification**. The Town Council finds that the resident classification established by the Program is reasonable, serves legitimate governmental purposes, bears a rational relationship to those purposes, and is intended to recognize the unique dependence of residents upon a municipally owned transportation facility while maintaining public access for all users.

**Proprietary Capacity of the Town**. The Town Council further finds that, as owner, operator, maintainer, manager, and financier of the Causeway, the Town acts in a proprietary capacity with respect to the facility. The Town therefore possesses a legitimate governmental interest in establishing reasonable pricing classifications that reflect the differing relationships among users of the municipally owned transportation facility. The Town may reasonably distinguish between residents and non-residents based upon the residents' unique and continuing relationship to a transportation facility that is owned, operated, maintained, financed, and administered by their municipal government.

**Financial Stewardship of the Facility**. The Town Council finds that the continued operation, maintenance, repair, improvement, administration, and financing of the Causeway require long-term fiscal stewardship and responsible revenue management. The Program is designed to promote resident mobility while preserving revenues sufficient to satisfy all operational, maintenance, reserve, debt-service, and financing obligations associated with the Causeway. The Town further finds that implementation of the Program is consistent with continued compliance with all applicable financial obligations relating to the facility and advances the Town's responsibility to ensure the long-term financial sustainability of the Causeway.

**Public Purpose and Necessity**. Based upon the foregoing findings, the Town Council determines that the Program serves a valid public purpose, promotes the public health, safety, and welfare of Town residents, assists in addressing transportation burdens associated with island residency, and constitutes a reasonable exercise of the Town's authority as owner and operator of the Shepard Broad Causeway.

## OPINION OF COUNSEL

For the reasons set forth in the foregoing sections, which are incorporated herein by reference, it is my opinion that the Town of Bay Harbor Islands possesses legal authority to implement the proposed Resident BayPass Program for the Shepard Broad Causeway.

Specifically:

1. The Town's Special Act grants broad authority to own, operate, maintain, finance, regulate, and toll the Causeway.

2. Neither Chapter 338, Florida Statutes, nor the FDOT/SunPass interoperability framework prohibits resident-specific toll classifications.

3. The Financing Documents focus upon revenue sufficiency and debt-service compliance rather than toll-rate uniformity and therefore do not prohibit the Program, provided applicable revenue covenants continue to be satisfied.

4. The proposed resident classification is supported by multiple legitimate governmental objectives and should withstand rational-basis review under the Equal Protection Clause.

5. The Program concerns pricing rather than access and therefore should not violate constitutional right-to-travel principles.

6. The Program does not discriminate against interstate commerce and therefore should withstand Dormant Commerce Clause scrutiny.

7. Comparable Florida programs, including the Rickenbacker Causeway resident and commuter plans, provide persuasive evidence that residency-based toll classifications are recognized components of public toll administration within Florida.

Accordingly, assuming continued compliance with the Financing Documents and adoption of appropriate legislative findings, the Program constitutes a reasonable and legally defensible exercise of the Town's authority as owner, operator, and manager of the Causeway.

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 11.3
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution authorizing the Town Manager to execute an Inter Local Agreement (ILA) between the Miami-Dade Transportation Planning Organization (TPO) accepting the award of up to $45,000 for the "Bay Harbor Islands 96th Street Sidewalk and Corridor Improvement Plan" with a Town matching $45,000 for a total grant project cost of $90,000. Town Manager

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**Suggested Action:** – Approve the execution of an Inter Local Agreement (ILA) between the Miami-Dade Transportation Planning Organization (TPO) accepting the award of up to $45,000 for the "Bay Harbor Islands 96th Street Sidewalk and Corridor Improvement Plan".

**Description/Background** – On January 16, 2026, the Town submitted a TPO Municipal Grant Program Application. The competitive program awards funds to municipalities for transportation planning studies.

On March 13, 2026, the Town received confirmation of preliminary award amount of $45,000 to participate in the 50% matching grant program, total $90,000.

On September 30, 2026, the Town submitted the required Condition of Award Form, Scope of Services, Project Schedule, Project Budget/Cost, E-Verify Certification.

The executed ILA is due December 31, 2026, and the final Transportation Planning Study must be submitted to the TPO by December 31, 2027.

The primary goal of the Bay Harbor Islands Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan is to create a safe, accessible, and well-connected multimodal corridor that supports pedestrians, bicyclists, and transit users traveling through the Town's business district. The project aims to establish a cohesive mobility framework that enhances safety, accessibility, and convenience while integrating seamlessly with regional transportation investments.

The 96th Street Corridor is the central spine of Bay Harbor Islands' business district and serves residents, schoolchildren, visitors, businesses, and commuters crossing the Broad Causeway. Current conditions include inconsistent sidewalks, limited ADA accessibility,

opportunities for enhanced shade and lighting, and gaps in multimodal connectivity. These issues present safety concerns and limit mobility for pedestrians and cyclists traveling within the Town and between regional corridors.

**Financial Analysis:**

Approval of the interlocal agreement has no financial impact. The request to utilize the grant funding and allocate an additional $45,000 from the General Capital Fund for the Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan is presented for council consideration as item 11.4 on tonight's agenda.

2026-07-13 MGP BHI Award Letter.pdf
MGP Interlocal Agreement_Bay Harbor Islands.pdf
09-30-2026 Exhibit A Scope of Services Agreement BHI Ardurra_Executed.pdf
09-30-2026 Exhibit B Tentative Project Schedule - BHI 96th Street Corridor Plan.pdf
09-30-2026 Exhibit C Project Cost - BHI 96th Street Corridor Plan.pdf
09-30-2026 Exhibit D E-Verify Certification.pdf
09-30-2026 Exhibit E - Title VI Quarterly Progress Report_.pdf
TBH_Pool_Regulations_Resolution.docx

**Miami-Dade**
**Transportation Planning Organization**
150 West Flagler Street, Suite 1900
Miami, Florida 33130

July 13, 2026

Honorable Isaac Salva, Mayor
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154

SUBJECT: TPO FY 27 & 28 MUNICIPAL GRANT PROGRAM

Dear Mayor Salva:

The Miami-Dade Transportation Planning Organization (TPO) Governing Board has recommended awarding the Town of Bay Harbor Islands (Town) up to $45,000.00 for the "Bay Harbor Islands 96th Street Sidewalk and Corridor Improvement Plan" in accordance with the Municipal Grant Program section of the TPO's Unified Planning Work Program.

Following this recommendation, the next step in the grant process is the execution of an Interlocal Agreement (ILA) between the TPO and the Town. A draft of the ILA is attached for review and execution. Prior to finalizing the ILA, the Town must first submit a Scope of Services, Project Schedule, Project Cost (which reflects the local match requirement), and E-Verify Certification. Please provide these documents and a signed "Condition of Award" form (attached) to Ms. Jessica J. Lopez, by September 30, 2026. These documents will be incorporated into the final ILA, which will be returned to the Town for signature. A Notice-to-Proceed letter will be provided to the Town once the ILA is fully executed by both parties. Please note that no work shall commence on the "Bay Harbor Islands 96th Street Sidewalk and Corridor Improvement Plan" until the ILA and receipt of the Notice-to-Proceed letter are finalized.

Thank you for participating in the TPO's Municipal Grant Program. We look forward to working with Mr. Lindsley Noel, Town Manager, and his staff in producing this important transportation-related product. Should you have any questions, or require additional information, please do not hesitate to contact me at 305-375-4507.

Sincerely,

Aileen Bouclé, AICP
Executive Director
Miami-Dade TPO

c. Lindsley Noel, Town of Bay Harbor Islands
Maria Teresita Vilches-Landa, P.E., Miami-Dade TPO
Christopher Rosenberg, AICP, Miami-Dade TPO
Jessica J. Lopez, Miami-Dade TPO

Attachment(s)

**Chairman**
Anthony Rodriguez

**Vice Chairman**
Eric Diaz-Padron

**Members**
Roberto J. Alonso
Marleine Bastien
Juan Carlos Bermudez
Bryan Calvo
Danielle Cohen Higgins
Alix Desulme
Christi Fraga
René Garcia
Oliver G. Gilbert III
Roberto Gonzalez
Keon Hardemon
Rodney Harris
Vince C. Lago
Eudaldo "Eddie" Lopez
Vicki L. Lopez
Steven D. Losner
Kionne L. McGhee
Natalie Milian Orbis
Rodolfo Pages
Damian Pardo
Raquel A. Regalado
Micky Steinberg
David Suarez

**Executive Director**
Aileen Bouclé, AICP

# INTERLOCAL AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2026, by and between the Miami-Dade Transportation Planning Organization ("TPO"), hereinafter called the TPO and the ***Town of Bay Harbor Islands***, a municipal corporation of the State of Florida ("Town")**.** The Town and the TPO may each be referred to individually as a "Party" and may collectively be referred to as the "Parties."

The TPO and the ***Town of Bay Harbor Islands*** have determined to jointly fund the ***Bay Harbor Islands 96th Street Sidewalk and Corridor Improvement Plan*** and the ***Town of Bay Harbor Islands*** has determined to provide the services for such study and its share of the costs thereof as provided below.

W I T N E S S E T H:

***ARTICLE 1.00:*** The TPO does hereby retain the ***Town of Bay Harbor Islands*** to provide the services for the ***Bay Harbor Islands 96th Street Sidewalk and Corridor Improvement Plan***, which services are described in Exhibit "A": "Scope of Services", and Exhibit "B": "Project Schedule". The parties further agree that the project costs are provided in Exhibit "C": "Project Cost." The E-Verify Certification provided in Exhibit "D" must be signed by the recipient. In addition, Exhibit "E": "Title VI Quarterly Progress Report" must be filled out and transmitted to the TPO on a quarterly basis concurrently with the Unified Planning Work Program schedule. The referenced exhibits are attached hereto and made part hereof as though fully recited herein. **Article 16.00** governs each party's obligations for its portion of the Project Cost.

***ARTICLE 2.00:*** The TPO and the ***Town of Bay Harbor Islands*** mutually agree to furnish, each to the other, the respective services, information, and items as described in Exhibit "A" Scope of Services, Exhibit "B" Tentative Project Schedule, Exhibit "C" Project Cost and Exhibit "D" E-Verify Certification. The TPO agrees to furnish the ***Town of Bay Harbor Islands*** and its duly designated representatives' information including, but not limited to, existing data and projects related to the study area which may be available in other governmental offices. The ***Town of Bay Harbor Islands***

agrees to perform or cause to be performed, in a timely and professional manner, the work elements set forth in the above-enumerated Exhibits, in accordance with the Schedule set forth in Exhibit "B".

Before initiating the work described in Exhibits "A", "B" and "C", the TPO Executive Director or her designee shall execute and issue the ***Town of Bay Harbor Islands*** a Notice-to-Proceed with the work described in said Exhibits, such work to constitute performance of the ***Bay Harbor Islands 96th Street Sidewalk and Corridor Improvement Plan*** as set forth in said Exhibits.

***ARTICLE 3.00:*** The services to be rendered by the ***Town of Bay Harbor Islands*** shall be commenced subsequent to the execution and issuance of the Notice-to-Proceed and shall be completed ***on or before December 31, 2027.***

***ARTICLE 4.00:*** The ***Town of Bay Harbor Islands*** agrees to provide Project Schedule progress reports on a quarterly basis and in a format acceptable to the TPO Executive Director. The TPO Executive Director shall be entitled at all reasonable times to be advised, upon written request, as to the status of work being done by the ***Town of Bay Harbor Islands*** and of the details thereof. Coordination shall be maintained by the ***Town of Bay Harbor Islands*** with the TPO Project Manager and other representatives. Either parties to the agreement may request in writing and be granted conference. The parties also agree to establish a Study Advisory Group comprised of stakeholders and led by the TPO's and Town of Bay Harbor Islands' respective Project Managers.

***ARTICLE 5.00:*** In the event there are delays on the part of the TPO as to the approval of any of the materials submitted by the ***Town of Bay Harbor Islands*** or if there are delays occasioned by circumstances beyond the control of the ***Town of Bay Harbor Islands*** which delay the Project Schedule completion date, the TPO Executive Director or her designee shall grant the ***Town of Bay Harbor Islands*** by a letter an extension of the contract time, equal to the aforementioned delays, provided there are no changes in compensation or scope of work.

It shall be the responsibility of the ***Town of Bay Harbor Islands*** to ensure at all times that sufficient contract time remains within which to complete services on the project and each major Task Group as designated with roman numerals on the Exhibits. In the event there have been delays which would affect the project completion date or the completion date of any major Task Group, the ***Town of Bay***

***Harbor Islands*** shall submit a written request to the TPO Executive Director or her designee ***twenty (20) days*** prior to the schedule completion date which identifies the reason(s) for the delay and the amount of time related to each reason. The TPO Executive Director or her designee will review the request and make a determination as to granting all or part of the requested extension. Scheduled completion dates shall be determined by the elapsed times shown in Exhibit "B" and the issue date of the Notice-to-Proceed.

In the event contract time expires and the ***Town of Bay Harbor Islands*** has not requested, or if the TPO Executive Director or her designee has denied an extension of the completion date, partial progress payments will be stopped on the date time expires. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by the TPO Executive Director or her designee.

***SUB-ARTICLE 5.10:*** The failure of any party to comply with its obligations hereunder shall be excused to the extent such party's performance has been rendered impossible as a result of: an act of God, strike, labor dispute, war, fire, earthquake, epidemic, pandemic, riots, act of public enemies, acts or threats of terrorism, action of federal, state or local governmental authorities or for any other reason beyond the reasonable control of the party claiming protection by reason of such force majeure event ("Force Majeure Event"). The party claiming protection by reason of such Force Majeure Event shall give written notice to the other party as soon as practicable but no later than five (5) business days after the date the Force Majeure Event occurred.

***ARTICLE 6.00:*** The ***Town of Bay Harbor Islands*** shall maintain an adequate and competent professional staff and may associate with it, for the purpose of its services hereunder, without additional cost to the TPO, other than those costs negotiated within the limits and terms of this Agreement and upon approval by the TPO Executive Director, such specialists as the ***Town of Bay Harbor Islands*** may consider necessary.

***ARTICLE 7.00:*** The TPO shall not be liable for use by the ***Town of Bay Harbor Islands*** of plans, documents, studies or other data for any purpose other than intended by the terms of this Agreement.

***ARTICLE 8.00:*** All tracings, plans, specifications, maps, and/or reports prepared or obtained under this Agreement shall be considered research and shall be jointly owned by the TPO and the Town without restriction or limitation on their use; and shall be made available, upon request, by either party at any time. Copies of these documents and records shall be furnished to either party upon request, verbal or written, allowing reasonable time for the production of such copies.

***SUB-ARTICLE 8.10:*** Records of costs incurred by the ***Town of Bay Harbor Islands*** and all sub-consultants performing work on the project, and all other records of the ***Town of Bay Harbor Islands*** and sub-consultants considered necessary by the TPO for proper audit of project costs, shall be furnished to the TPO upon request.

Whenever travel costs are included in the performance of services set forth in Exhibits "A", "B" and "C", the provisions of Miami-Dade County Administrative Order 6-1, shall govern ***or Florida Statutes, whichever is more restrictive***.

The ***Town of Bay Harbor Islands*** shall allow public access to all documents, papers, letters, or other material, subject to the provisions of Chapter 119, Florida Statutes, made or received by ***Town of Bay Harbor Islands*** in conjunction with this Agreement. Failure by the ***Town of Bay Harbor Islands*** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the TPO Executive Director.

***ARTICLE 9.00:*** Title VI Compliance (Civil Rights Act of 1964) - During the performance of this agreement, the ***Town of Bay Harbor Islands,*** for itself, its assignees and successors in interest, agree as follows:

1. Compliance with Regulations: The ***Town of Bay Harbor Islands*** shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The ***Town of Bay Harbor Islands***, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex,

age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The ***Town of Bay Harbor Islands*** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations made by the ***Town of Bay Harbor Islands***, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the ***Town of Bay Harbor Islands*** of the ***Town of Bay Harbor Islands'*** obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. Information and Reports: The ***Town of Bay Harbor Islands*** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation,* the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the ***Town of Bay Harbor Islands*** is in the exclusive possession of another who fails or refuses to furnish this information the ***Town of Bay Harbor Islands*** shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the ***Town of Bay Harbor Islands'*** noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:

a. withholding of payments to the ***Town of Bay Harbor Islands*** under the contract until the ***Town of Bay Harbor Islands*** complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The ***Town of Bay Harbor Islands*** shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The ***Town of Bay Harbor Islands*** shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the ***Town of Bay Harbor Islands*** becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the ***Town of Bay Harbor Islands*** may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the ***Town of Bay Harbor Islands*** may request the United States to enter into such litigation to protect the interests of the United States.

7. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the

definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the ***Town of Bay Harbor Islands*** must take reasonable steps to ensure that LEP persons have meaningful access to the ***Town of Bay Harbor Islands'*** programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits the ***Town of Bay Harbor Islands*** from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

***SUB-ARTICLE 9.10:*** On January 4, 2011, Governor Rick Scott signed Executive Order Number 11-02 relating to verification of employment status (the "Order"). The Order directs all agencies under the direction of the Governor to include as a condition of all state contracts a requirement that the contracting party utilize the U.S. E-Verify system to "verify the employment of: (a) all persons employed during the contract term by the contractor to perform work pursuant to the contract with the state agency". The ***Town of Bay Harbor Islands*** agrees to comply with the requirements of the Order and execute Exhibit "D".

***ARTICLE 10.00:*** The TPO agrees to pay the ***Town of Bay Harbor Islands*** compensation as per Article 16.00 of this Agreement and Exhibits "A", "B" and "C", attached hereto and made a part

hereof.

***ARTICLE 11.00:*** The TPO Executive Director may terminate this Agreement in whole or in part at any time the interest of the TPO requires such termination. In the event the City terminates this Agreement for reasons other than default on the part of TPO, the City shall, within 30 days of said termination, reimburse TPO all funds provided under this Agreement.

***SUB-ARTICLE 11.10:*** If the TPO Executive Director determines that the performance of the ***Town of Bay Harbor Islands*** is not satisfactory, the TPO Executive Director shall have the option of (a) immediately terminating the Agreement or (b) notifying the ***Town of Bay Harbor Islands*** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

***SUB-ARTICLE 11.20:*** If the TPO Executive Director requires termination of the Agreement for reasons other than unsatisfactory performance of the ***Town of Bay Harbor Islands***, the TPO Executive Director shall notify the ***Town of Bay Harbor Islands*** in writing of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

***SUB-ARTICLE 11.30:*** If the Agreement is terminated before performance is completed, the ***Town of Bay Harbor Islands*** shall be paid for the work satisfactorily performed. Payment is not to exceed the prorated amount of the total share of the project costs to be paid by TPO as provided in Article 16.00 agreement amount based on work satisfactorily completed. Such determination shall be based and calculated upon a percentage allocation of total project cost, by major Task Group.

***ARTICLE 12.00:*** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms

of this Agreement shall control. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or applicable local laws, codes, or regulations, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

***ARTICLE 13.00:*** The ***Town of Bay Harbor Islands*** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the ***Town of Bay Harbor Islands***, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

***SUB-ARTICLE 13.10:*** For the breach or violation of Article 13.00, the TPO Executive Director shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

***ARTICLE 14.00:*** The ***Town of Bay Harbor Islands*** agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of this Agreement, without first notifying the TPO Executive Director or her designee and securing its consent. The ***Town of Bay Harbor Islands*** also agrees that it shall not copyright or patent any of the data and/or information furnished in compliance with this Agreement, it being understood that, under Article 8.00 hereof, such data or information is the joint property of the TPO and the Town. This Section shall not be construed to limit or restrict public access to documents, papers, letters or other material pursuant to Article 8.10 of this Agreement.

***ARTICLE 15.00:*** The TPO shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money shall be paid on such contract.

***ARTICLE 16.00:*** Payment of project costs - It is mutually agreed and understood that the Project Costs shall be as provided in Exhibit C. TPO shall pay the ***Town of Bay Harbor Islands 50% (Fifty percent)*** of such Project Costs. The ***Town of Bay Harbor Islands*** shall be responsible for the remaining Costs. The ***Town of Bay Harbor Islands*** shall invoice TPO monthly for TPO's share of Project Costs in a format acceptable to the TPO Executive Director or her designee and shall be paid therefore on a percentage of completion basis for each Task described in the Notice-to-Proceed executed in accordance with Article 2.00. The ***Town of Bay Harbor Islands*** shall invoice 100% of the TPO's share of the Project Cost upon completion of all Task Orders, as indicated under Exhibit "A". The total compensation to be paid by the TPO to the ***Town of Bay Harbor Islands*** hereunder shall not exceed ***Forty-Five Thousand Dollars ($45,000.00).***

***SUB-ARTICLE 16.10:*** By executing this agreement the ***Town of Bay Harbor Islands*** commits to fund the 50% (Fifty percent) local share minimum of this agreement as specified in Exhibit C.

***SUB-ARTICLE 16.20:*** It is agreed that said compensation provided in Article 16.00 hereof shall be adjusted to exclude any significant sums where the TPO Executive Director shall determine that reported costs by the ***Town of Bay Harbor Islands*** reflect inaccurate, incomplete or non-current costs. All such adjustments shall be made within sixty (60) days following the end of the Agreement and any adjustments shall be provided to the Town in writing with sufficient detail explaining the reason(s) for said adjustments. For purpose of this Agreement, the end of the Agreement shall be deemed to be the date of final billing or acceptance of the work by the TPO Executive Director or her designee, whichever is later.

***ARTICLE 17.00:*** Standards of Conduct - Conflict of Interest - The ***Town of Bay Harbor Islands*** covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Agreement, which standards will be referred and made a part of this Agreement as though set forth in full. The ***Town of Bay***

***Harbor Islands*** agrees to incorporate the provisions of this article in any subcontract into which it might enter with reference to the work performed.

***ARTICLE 18.00:*** The TPO Executive Director reserves the right to cancel and terminate this Agreement in the event the ***Town of Bay Harbor Islands*** or any employee, servant, or agent of the ***Town of Bay Harbor Islands*** is indicted or has direct information issued against her for any crime arising out of or in conjunction with any work being performed by the ***Town of Bay Harbor Islands*** for or on behalf of the TPO, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to the TPO Executive Director in conformity with the provisions of Article 8.00 hereof. The ***Town of Bay Harbor Islands*** shall be compensated for its services rendered up to the time of any such termination in accordance with Article 11.00 hereof.

***ARTICLE 19.00:*** To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the ***Town of Bay Harbor Islands*** shall indemnify, defend, save, and hold harmless the TPO and its officers, agents, and employees from any and all claims, liability, losses and causes of action arising out of the ***Town of Bay Harbor Islands'*** negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the TPO for any liability or claims arising out of the negligence, performance, or lack of performance of the TPO.

To the extent permitted by law, and subject to the limitations included within Florida Statutes Section 768.28, the TPO shall indemnify, defend, save, and hold harmless the ***Town of Bay Harbor Islands*** and its officers, agents, and employees from any and all claims, liability, losses and causes of action arising out of the TPO's negligence or other wrongful acts in the performance of this agreement. However, nothing herein shall be deemed to indemnify the ***Town of Bay Harbor Islands*** for any liability or claims arising out to the negligence, performance, or lack of performance of the ***Town of Bay Harbor Islands***.

***ARTICLE 20.00:*** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida. The term "proceedings" shall include, but not be limited to, all meetings to resolve the dispute, including voluntary arbitration,

mediation, or other alternative dispute resolution mechanism. The parties both waive any defense that venue in Miami-Dade County is not convenient. In any civil action or other proceedings between the parties arising out of the Agreement, each party shall bear its own attorney's fees and costs.

***ARTICLE 21.00:*** Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

To the TPO:

Miami-Dade Transportation Planning Organization
150 West Flagler Street
Suite 1900
Miami, Florida 33130
Attn: Aileen Bouclé, Executive Director
E-Mail: Aileen.Boucle@mdtpo.org

To the Town:

Town of Bay Harbor Islands
1045 95th Street
Bay Harbor Islands, FL 33154
Attn: Lindsley Noel, Town Manager
E-Mail: lnoel@bayharborislands-fl.gov

With copies to:

Town of Bay Harbor Islands
Town of Clerk Office
1045 95th Street
Bay Harbor Islands, FL 33154
Attn: Evelyn Herbello, MMC, Town Clerk
E-Mail: eherbello@bayharborislands-fl.gov

***ARTICLE 22.00:***

Attachments:

Exhibit "A", Scope of Services
Exhibit "B", Project Schedule
Exhibit "C", Project Budget
Exhibit "D", E-Verify Certification
Exhibit "E", Title VI Quarterly Progress Report

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties hereto, and approved by the Governing Board of the Transportation

Planning Organization. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Florida and venue shall be in Miami-Dade County, Florida.

***ARTICLE 23.00:*** No provision of this Agreement shall, in any way, inure to the benefit of any third parties so as to constitute any such third party a beneficiary of this Agreement, or of anyone or more of the terms hereof, or otherwise give rise to any cause of action in any party not a party hereto.

***ARTICLE 24.00:*** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations and the certifications hereunder have been duly authorized, and that the Agreement is valid and legal agreement binding on such party and enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Facsimile, .pdf and other electronic signatures to this Agreement shall have the same effect as original signatures.

IN WITNESS WHEREOF, the parties hereto have executed these presents this _____ day of _____, 2026.

| | |
|---|---|
| FOR MIAMI-DADE TPO: | ATTEST:<br>Miami-Dade TPO Clerk of the Board |
| By: _____<br>Aileen Bouclé, Executive Director | By: _____<br>Tawana Parker |
| Date: _____ | Date: _____ |

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney
Date: _____

FOR: TOWN OF BAY HARBOR ISLANDS

ATTEST:

(Affix Town Seal)

BY:_____
Evelyn Herbello, Town Clerk

BY: _____
Lindsley Noel, Town Manager

Approved by Town Attorney
as to legal form and correctness:

_____
Tania Cruz-Gimenez, Town Attorney

Approved as to
Insurance Requirements:

_____ _____
[Please Insert Name Here],
[Please Insert Title Here]

**Exhibit "A": "Scope of Services"**

**Exhibit "B": "Project Schedule"**

**Exhibit "C": "Project Cost"**

Exhibit “D”

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# E-VERIFY

Contract No: G3Q48
Financial Project No(s): 439334-6-14-02
Project Description: Municipal Grants Program

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: _____
Authorized Signature: _____
Title: _____
Date: _____

**Exhibit "E"**
**Title VI Quarterly Progress Report**

Municipality: _____

Title of Study:_____

Work performed this quarter:__% Work performed to date:__%

Reporting Period: _____ through _____, 2026

1. Progress made this quarter:

2. Products completed this quarter as related to the approved Interlocal Agreement:
(Provide copies if applicable)

3. Problems encountered/anticipated:

4: Schedule adherence: Yes or No (If not on schedule, please provide explanation)

5: Title VI Reporting Requirements (related to this study only):

| Title VI | Response |
|---|---|
| # of Title VI complaints filed with the Municipality | |
| # of informal (verbal) complaints | |
| # of formal (written) complaints | |
| # of completed investigations conducted by the Municipality | |
| # of completed investigations with findings | |
| # of public meetings | |
| # of meetings held in low income or minority areas | |
| # of translation services provided | |
| # of interpreter services provided | |
| # Limited English Proficiency request received, and services provided during public meeting | |

/V
ARDURRA

TASK ORDER NO. x -ARDURRA GROUP, Inc

Dated this September 28, 2026

BUILDING DEPARTMENT (PLANNING/ZONING)

KANE CONCOURSE/NE 96TH STREET SIDEWALK AND CORRIDOR IMPROVEMENT PLAN

PROFESSIONAL SERVICES

This Task Order between the Town of Bay Harbor Islands, a Florida municipal corporation ("TOWN"), and Ardurra Group, Inc, a limited liability company (or applicable entity designation) authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Engineering Consultant Services Agreement dated 11/13/23 and expiring on 11/13/26 ("MASTER AGREEMENT").

PROJECT BACKGROUND

The Town of Bay Harbor Islands (TOWN) is a two-island municipality located between North Miami and Bal Harbour/Surfside, with boundaries defined entirely by the surrounding waters of Biscayne Bay, Indian Creek, and Indian Creek Lake. The Town's sole mainland connection is via 96th Street/Shepard Broad Causeway. The Town is seeking professional planning and engineering services to prepare the Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan. The proposed study extends along the Kane Concourse/96th Street Corridor from West Bay Harbor Drive to East Bay Harbor Drive. This location serves as the primary east-west access route into the business district and provides the foundational link between the Broad Causeway Bridge and the Town's internal pedestrian and multimodal network. The following scope was prepared to support the Town's grant from the Miami-Dade Transportation Planning Organization (MDTPO) which is limited to a sum of $45,000.

The primary goal of the Bay Harbor Islands Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan is to create a safe, accessible, and well-connected multimodal corridor that supports pedestrians, bicyclists, and transit users traveling through the Town's business district. The project aims to establish a cohesive mobility framework that enhances safety, accessibility, and convenience while integrating seamlessly with regional transportation investments.

The 96th Street Corridor is the central spine of Bay Harbor Islands' business district and serves residents, schoolchildren, visitors, businesses, and commuters crossing the Broad Causeway. Current conditions include inconsistent sidewalks, limited ADA accessibility, opportunities for enhanced shade and lighting, and gaps in multimodal connectivity. These issues present safety concerns and limit mobility for pedestrians and cyclists traveling within the Town and between regional corridors.

**Global Objectives**

- Enhance pedestrian safety by identifying needed sidewalk upgrades, ADA compliance improvements, visibility measures, lighting, and safer crossings.
- Improve multimodal connectivity by designing a clear and comfortable transition between the Broad Causeway Bridge improvements and the Kane Concourse/96th Street business district corridor.

- Expand bicycle accessibility by evaluating opportunities for safe bicycle travel and addressing key conflict areas.
- Support transit mobility by improving first- and last-mile access to transit stops and ensuring safe, ADA-compliant walking paths to transit stations.
- Strengthen the commercial district through streetscape recommendations that enhance walkability, comfort, and the overall pedestrian experience.
- Provide a phased, implementable plan that positions the Town to pursue future design and construction funding opportunities.

**Planning Study Objectives**

- Improve Safety: Identify and address pedestrian and bicycle safety concerns along a corridor with high levels of walking activity.
- Increase Accessibility: Provide universally accessible access for residents, visitors, and vulnerable roadway users.
- Strengthen Multimodal Links: Ensure the Town is ready to integrate with its upcoming Broad Causeway Bridge project, creating a seamless multimodal connection between regional and local facilities.
- Support Economic Vitality: A more walkable and attractive business district promotes economic activity and enhances customer experience for local businesses.
- Reduce Traffic Congestion: By making walking and bicycling more viable for short local trips, the plan will help reduce vehicle dependency and improve traffic flow.
- Advance Long-Term Planning: Provide a clear, phased roadmap for future capital improvements, positioning the Town for additional state, federal, and TPO funding opportunities.

| Task | Description |
|---|---|
| 1 | Project Management Services and Coordination Meeting |
| 2 | Existing Conditions Assessment |
| 3 | Alternatives Analysis Report |
| 4 | Interagency Coordination |
| 5 | Community Engagement |
| 6 | Recommended Improvements |

## GENERAL REQUIREMENTS

**Design Standards**

The CONSULTANT shall propose the standards to be applied to the work, in accordance with applicable design guidance, including the FOOT Design Manual (FDM), the Florida Greenbook and Miami-Dade County Department of Transportation and Public Works (DTPW). The conceptual design of alternatives shall evaluate and incorporate, where appropriate, complete streets components and multimodal considerations.

**Quality Control**

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide the Town the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the TOWN. 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 shall be responsible for the professional quality, technical accuracy, and coordination of all conceptual designs and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their concept plans, reports, electronic files, progress payment applications, schedules, and project deliverables required by this task order. The CONSULTANT shall provide the TOWN with a marked set of report and concept plans showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review.

**Project Schedule**

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the TOWN, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

## SPECIFIC SCOPE OF SERVICES

**The Scope of Services to be provided by CONSULTANT shall be as follows:**

**Task 1 - Project Management Services & Coordination Meetings**

The CONSULTANT will provide project management services, which will include the following main activities:

- Kick-off meeting
- Coordination meetings with representatives from the TOWN (up to 5)
- Cursory review of Subconsultant Work
- Project schedule updates
- Overall project administration and monitoring

**Deliverables:** The following deliverables shall be provided under Task 1

- Updated project schedule (if applicable)
- Attendance and notes for six (6) meetings

## Task 2 - Existing Conditions Assessment

### 2.1 Data Collection

The CONSULTANT shall collect and review available information provided by the TOWN that is relevant to the corridor including:

- Existing as-built plans including roadway, signing and pavement marking, signalization, lighting, and landscape/streetscape plans
- Existing right-of-way maps
- Traffic, transit, bicycle and pedestrian data
- Existing drainage and stormwater information
- Town-specific standards and/or preferences for lighting, landscaping, and streetscape features
- Utility information
- Prior planning, engineering, transportation, stormwater, vulnerability and resiliency studies that include the project corridor
- Town's Project BC-160 Shepard Broad Causeway (SR 922) Bridge Replacement- Design (includes a proposed 14-ft shared use path)
- Town's Exposure Analysis and Sensitivity analysis to identify whether flooding, sea-level rise, storm surge or flooding may affect corridor mobility, drainage, infrastructure or implementation priorities. This is intended solely to inform the corridor planning process, and a separate vulnerability assessment, hydraulic model or detailed flood analysis is not required.
- Other current and/or planned improvements by the Town, County, FOOT or other agencies.
- Applicable zoning, land use, accessibility, design and Complete Street requirements.
- History of citizen requests within the project limits with responses/ actions taken
- Signal timesheets for signalized intersections and school flasher timings
- Maintenance records of flooding/ponding affecting mobility

The CONSULTANT shall collect the following traffic counts:

- Existing AADTs from Florida Traffic Online
- AM and PM peak period turning movement counts (4 hours) including ped/bike counts at the following signalized intersections:
    - West Bay Harbor Drive
    - Bay Harbor Terrace
    - East Bay Harbor Drive
- Miami-Dade Transit boarding and alighting data for bus stops within the project corridor

### 2.2 Crash Analysis

The CONSULTANT shall collect the most recent full 5 years of crash data from Signal Four Analytics and prepare a crash summary of the crash data. A crash analysis shall be conducted to identify trends, patterns, crash types, crash severities, roadway and lighting conditions, and factors contributing to crashes within the project corridor.

### 2.3 Existing Conditions Assessment

The CONSULTANT shall conduct a field review of the project corridor to document existing conditions, including:

- Sidewalk width, continuity, surface conditions and presence of obstructions
- Curb ramps, detectable warnings, crossings and ADA accessibility
- Median, crosswalks, signals, signage and pavement markings
- Posted speed limits
- Pedestrian and bicycle conflict points
- Transit stops and connections
- On-street parking
- Lighting, shade, landscaping, street furniture and streetscape conditions
- Drainage structures

The CONSULTANT shall conduct a field review of the project corridor during the AM and PM peak periods to assess existing corridor operations. The assessment should include observed queue lengths, delays, safety, conflicts, and operational characteristics that should be considered in the development of recommendations.

**Deliverables:** The following deliverables shall be provided under Task 2

- Crash Summary
- Existing Condition Diagram
- List/Map of ADA deficiencies
- Qualitative Assessment

## Task 3 - Alternatives Analysis Report

The CONSULTANT will identify, develop, assess and screen two (2) alternative concepts that would meet the goals and objectives of this study. **Alternative Concept 1 (Short-Term Solution)** should evaluate improvements that preserve existing on-street parking while maximizing multimodal, safety, mobility, accessibility and streetscape enhancements within the available right of way. The Town anticipates constructing a future parking structure that would accommodate the corridor's parking demand. Accordingly, **Alternative Concept 2 (Long-Term Solution)** will evaluate the reallocation of on-street parking to support enhanced Complete Street elements, and provide opportunities for expanded pedestrian, bicycle, transit and public realm improvements. The CONSULTANT will assess the benefits, impacts, feasibility and tradeoffs associated with each concept. The Consultant shall prepare an Alternatives Analysis Report that includes a summary of the existing conditions assessment, alternative concepts evaluated, and advantages, disadvantages and constraints associated with each concept.

**Deliverables:** The following deliverables shall be provided under Task 3

- Draft Alternatives Analysis Report

## Task 4 - Interagency Coordination

The CONSULTANT will support the TOWN in coordinating with the TPO and FOOT as may be required. It is estimated that three (3) meetings will be required.

**Deliverables:** The following deliverables shall be provided under Task 3

- Attendance and notes for three (3) meetings

## Task 5 - Community Engagement

The CONSULTANT will conduct community engagement in support of the study. This will include the following:

- Project Fact Sheet
- In-Person Kick-off Meeting
- In-Person Alternatives Workshop

**The CONSULTANT will prepare the following:**

- Community Survey (1), prior to Kick-off meeting
- Kick-off Presentation
  - Draft Ad
  - Focused on explaining the goals of the study and requesting feedback on stakeholder concerns
  - Present initial survey findings and request additional feedback
  - Suggested script
  - Support for responding to public comments (assume 5)
- Alternatives Workshop Presentation
  - Draft Ad
  - Will include planning level exhibits of Alternatives 1 and 2. It is anticipated that six (6) exhibits will be prepared (3 for each alternative):
    - Typical Section
    - Plan View
    - Conce Rendering
  - Summary of advantages, disadvantages and constraints
  - Potential implementation strategy (if available)
  - Suggested script
  - Support for responding to public comments (assume 5)

**For each public meeting, the TOWN will conduct the following:**

- Advertise the meeting per Town recommended strategies (ads and media release as appropriate)
- Identify the mailing list and distribute the invitational flyers through US mail or email as preferred
- Create a web page on their website for this project and post project Fact Sheet, invitational flyers, and presentations one day after meetings have been held
- Respond to public comments
- Provide and set up meeting equipment, and coordinate and reserve meeting venue
- Record public meetings if desired

**Deliverables:** The following deliverables shall be provided under Task 5

- Project Fact Sheet
- Community Survey
- Invitational Flyer for each meeting
- Kick-off Meeting Presentation
- Alternatives Workshop Presentation
- Support for response to comments (assume 10 comments total)

## Task 6 - Recommended Improvements

The CONSULTANT will use the feedback provided during public outreach to modify concepts presented as appropriate and finalize the Alternatives Analysis Report. The CONSULTANT shall prepare preliminary cost ranges for the final alternative concepts.

**Deliverables:** The following deliverables shall be provided under Task 6

- Final Alternatives Analysis Report

## PROJECT ASSUMPTIONS

- Transition of the shared use path proposed under the Town's Project BC-160 Shepard Broad Causeway (SR 922) Bridge Replacement - Design, through the west island and to tie into the east island is not included. If required during the project execution, there will be additional services which will require a scope revision or separate Task Order.
- All requested information will be made available by the TOWN
- Survey services will not be performed. If surveys are determined to be required during the project execution, there will be additional services which will require a scope revision.
- A Parking Demand study is not required.
- All materials & deliverables shall be submitted electronically to the TOWN
- Permitting is not included in this project.
- The TOWN will conduct submittal reviews and provide comments within ten (10) working days of submittal

## ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

## PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 and 6 within one (1) year.

## TASK ORDER NO. x - Ardurra Group, Inc

### PROJECT FUNDING

Performance of this project is at the TOWN's discretion and may be contingent upon the TOWN receiving funding and work shall not begin until the TOWN provides a Notice to Proceed to CONSULTANT.

### METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation. The total hourly rates payable by the TOWN for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the TOWN's approved pay application request form. The CONSULTANT shall submit the pay application request to the TOWN's Project Manager for review and approval. Once the TOWN's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the TOWN's accounts payable department via email (mromero@bayharborislands-fl.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

### TERMS OF COMPENSATION

Services will be provided for the following Lump Sum amounts:

| | |
|---|---|
| Task 1 - Project Management & Coordination Meetings | $8,000.00 |
| Task 2 - Existing Conditions Assessment (includes counts) | $22,500.00 |
| Task 3 -Alternatives Analysis Report | $28,500.00 |
| Task 4 - Interagency Coordination | $1,500.00 |
| Task 5 - Community Engagement | $21,000.00 |
| Task 6 - Recommended Improvements | $8,500.00 |
| | |
| **Grand Total** | **$90,000.00** |

### TOWN CONTACTS

Requests for payments should be directed to Town of Bay Harbor Islands Accounts Payable via e-mail to mromero@bayharborislands-fl.gov after getting approval from the TOWN's Project Manager. All other correspondence and submittals should be directed to the attention of Fausto Vargas, Procurement Officer, at the address shown below. **Please be sure that all correspondence refers to the TOWN project number and title as stated above.**

Lorrainia Belle
Town Planner
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
Email: lbelle@bayharborislands-fl.gov
Office: 305-866-6241 ext 120

Direct: 786-315-2720

## CONSULTANT CONTACTS

Consultant: Silvia Beltre, PE, ENV SP
Firm Name Ardurra Group, Inc
Address: 1000 NW 57th Ct, Suite 800, Miami, Fl, 33126
Email: sbeltre@ardurra.com
Phone: (305) 546-9990

## TOWN

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN OF BAY HARBOR ISLANDS, a municipal corporation of the State of Florida.

Lindsley Noel
Town Manager

Date 11-25-22

TASK ORDER NO. X - Ardurra Group, Inc

CONSULTANT/CONTRACTOR

WITNESSES:

Rodolfo Ramon
[Witness print/type name]

Silvia Beltre
[Witness print/type name]

(CORPORATE SEAL)

ARDURRA GROUP, INC. CORPORATE SEAL 1977 FLORIDA

Ardurra Group, Inc , , a_ corporation authorized to transact business in Florida )

Christopher Kuzler, Authorized Representative
[Print Name, check title]

☐ President ☐ Vice President
☑ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Brent Walters
[Print Name]

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of September , 2026, by Christopher Kuzler as Authorized Representative for Ardurra Group, Inc. _ , a _____ company (or corporation).

(SEAL)

CRISTINA R. HARPER
Notary Public - State of Florida
Commission # HH 830599
My Comm. Expires Aug 30, 2030
Bonded through National Notary Assn.

(Signature of Notary Public - State of Florida)

Cristina R. Harper
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification __ _

Type of Identification Produced _____ _

**TASK ORDER NO. x; Ardurra Group, Inc**

**Exhibit A - Work Break Down Fee Schedule**

BAYHARBOR ISLANDS

**96th Street Sidewalk and Corridor Improvement Plan**
**Miami-Dade TPO • Municipal Grant Program Application 2026**

## Project Budget

| TASK | TOTAL |
|---|---|
| TASK 1: PROJECT MANAGEMENT SERVICES AND COORDINATION | $ 8,000.00 |
| TASK 2: EXISTING CONDITIONS ASSESSMENT (includes traffic counts) | $ 22,500.00 |
| TASK 3: ALTERNATIVES ANALYSIS REPORT | $ 28,500.00 |
| TASK 4: INTERAGENCY COORDINATION | $ 1,500.00 |
| TASK 5: COMMUNITY ENGAGEMENT | $ 21,000.00 |
| TASK6:RECOMMENDEDIMPROVEMENTS | $ 8,500.00 |
| TOTAL | $ 90,000.00 |

| TASK | MONTH | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| EXECUTE CONTRACT WITH TPO / NOTICE TO PROCEED | ◆ | | | | | | | | | | | |
| EXECUTE CONTRACT WITH PROJECT CONSULTANT | ■ | ■ | | | | | | | | | | |
| TASK 1: PROJECT MANAGEMENT SERVICES AND COORDINATION | Ongoing | | | | | | | | | | | |
| TASK 2: EXISTING CONDITIONS ASSESSMENT (including traffic counts) | | | | ■ | ■ | ■ | | | | | | |
| TASK 3: ALTERNATIVES ANALYSIS REPORT | | | | | | ■ | ■ | ■ | ■ | | | |
| TASK 4: INTERAGENCY COORDINATION | Ongoing | | | | | | | | | | | |
| TASK 5: COMMUNITY ENGAGEMENT | Ongoing | | | | | | | | | | | |
| TASK 6: RECOMMENDED IMPROVEMENTS | | | | | | | ■ | ■ | ■ | ■ | ■ | ■ |

■ Task underway ■ Ongoing through the project ◆ Milestone

**Schedule Note:** The 12-month project schedule begins upon issuance of the Notice to Proceed to the consultant. Contract execution and required administrative approvals will occur before the Notice to Proceed.

| Task | TPO Contribution (50%) | Town Contribution (50%) | Total |
|---|---|---|---|
| TASK 1: PROJECT MANAGEMENT SERVICES AND COORDINATION | $4,000.00 | $4,000.00 | $8,000.00 |
| TASK 2: EXISTING CONDITIONS ASSESSMENT (including traffic counts) | $11,250.00 | $11,250.00 | $22,500.00 |
| TASK 3: ALTERNATIVES ANALYSIS REPORT | $14,250.00 | $14,250.00 | $28,500.00 |
| TASK 4: INTERAGENCY COORDINATION | $750.00 | $750.00 | $1,500.00 |
| TASK 5: COMMUNITY ENGAGEMENT | $10,500.00 | $10,500.00 | $21,000.00 |
| TASK 6: RECOMMENDED IMPROVEMENTS | $4,250.00 | $4,250.00 | $8,500.00 |
| **TOTAL** | **$45,000.00** | **$45,000.00** | **$90,000.00** |

Exhibit "D"

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# E-VERIFY

Contract No: G3Q48
Financial Project No(s): 439334-6-14-02
Project Description: Municipal Grants Program

In accordance with the contract, the Vendor/Consultant/Contractor hereby acknowledges and certifies compliance with Section 448.095, Florida Statutes. The Vendor/Consultant/Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Vendor/Consultant/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system. The Vendor/Consultant/Contractor shall comply with section 448.095, Florida Statutes, for the duration of the contract term, including any extensions or renewal periods.

Company/Firm: Town of Bay Harbor Islands
Authorized Signature: _____
Title: Lindsley Noel, Town Manager
Date: 9/30/2026

**Exhibit "E"**
**Title VI Quarterly Progress Report**

Municipality: Town of Bay Harbor Islands

Title of Study: Bay Harbor Islands 96th Street Sidewalk and Corridor Improvement Plan

Work performed this quarter: % Work performed to date: %

Reporting Period: _____ through _____, 2026

1. Progress made this quarter:

2. Products completed this quarter as related to the approved Interlocal Agreement:
(Provide copies if applicable)

3. Problems encountered/anticipated:

4: Schedule adherence: Yes or No (If not on schedule, please provide explanation)

5: Title VI Reporting Requirements (related to this study only):

| Title VI | Response |
|---|---|
| # of Title VI complaints filed with the Municipality | |
| # of informal (verbal) complaints | |
| # of formal (written) complaints | |
| # of completed investigations conducted by the Municipality | |
| # of completed investigations with findings | |
| # of public meetings | |
| # of meetings held in low income or minority areas | |
| # of translation services provided | |
| # of interpreter services provided | |
| # Limited English Proficiency request received, and services provided during public meeting | |

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**
**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 ___ day of _____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**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 11.4
**Date:** November 16, 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 $90,000 Task Order #6 for Ardurra Group, Inc (Ardurra) to provide the Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan.

---

**Suggested Action:** – Approve a $90,000 Task Order #6 for Ardurra to provide the Kane Concourse 96th Street Sidewalk and Corridor Improvement Plan.

**Description/Background** – On January 16, 2026, the Town submitted a Miami-Dade Transportation Planning Organization (TPO) Municipal Grant Program Application. The competitive program awards funds to municipalities for transportation planning studies.

On March 13, 2026, the Town received confirmation of preliminary award amount of $45,000 to participate in the 50% matching grant program, total $90,000.

The Town received the professional planning and engineering services proposal from Ardurra, Task Order #6 “Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan”, also referred to as grant Scope of Services.

On September 30, 2026, the Town submitted the required Condition of Award Form, Scope of Services, Project Schedule, Project Budget/Cost, E-Verify Certification.

The final Transportation Planning Study must be submitted to the TPO by December 31, 2027.

Town Council approved an Engineering Consultant Services Agreement (Master Agreement) dated November 13, 2023, for Engineering Consultant Continuing Services, RFQ No. 5-1005-23-0-2023/FVR with 300 Engineering (Assigned to Ardurra Group, LLC.) (Ardurra) attached as Exhibit 1.

Ardurra will perform the planning and engineering services as outlined in Exhibit 2 Task Order #6, “Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan”.

The primary goal of the Bay Harbor Islands Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan is to create a safe, accessible, and well-connected multimodal

corridor that supports pedestrians, bicyclists, and transit users traveling through the Town's business district. The project aims to establish a cohesive mobility framework that enhances safety, accessibility, and convenience while integrating seamlessly with regional transportation investments.

**FINANCIAL ANALYSIS**

If approved, the Town Match will be funded through an appropriation from the General Capital Projects Fund. A formal budget amendment will be submitted to Council for approval at a future meeting.

- Total Amount Requested: $90,000
- Grant Funding Contribution: $45,000 (grant proceeds are contingent on approval of item 11.3 on tonight's agenda)
- Town Match Contribution: $45,000 (funded by the General Capital Projects Fund appropriation)

Executed - Agreement 300 Engineering-Signed Notarized (002) (002).pdf
BHI Ardurra Task Order Resolution Item 11.4.docx
09-30-2026 Exhibit A Scope of Services Agreement BHI Ardurra TO6_Executed.pdf

**AGREEMENT**

THIS IS AN AGREEMENT made and entered into this 13th day of November 2023, by and between:

**Town of Bay Harbor Islands** a Florida municipality, (hereinafter referred to as "Town")

and

**300 Engineering Group, LLC**, a Delaware 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,13th 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 11/13/2023, 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: **300 Engineering Group, LLC,** 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 Town 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:

**300 Engineering Group, LLC**
**2222 Ponce De Leon Blvd, Suite 300**
**Coral Gables, FL 33134**

## 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:

**Ardurra Group, Inc**
**Bermello Ajamil & Partners**
**Terracon**

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: **Franklin A. Torrealba**
**300 Engineering Group, LLC**
**2222 Ponce De Leon Blvd, Suite 300**
**Coral Gables, FL 33134**
**reremon@300engineering.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 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:

Rodolfo Remon
Print Name

Andrea Corredor
Print Name

(CORPORATE SEAL)

**300 Engineering Group, LLC**, a Foreign Profit Corporation

By: _____

Print Name: Franklin Torrealba

Title: President-Manager

300 ENGINEERING GROUP, LLC
SEAL
FLORIDA

STATE OF Florida:

COUNTY OF Miami-Dade:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 13th day of November, 2023, by Franklin Torrealba as President for 300 Engineering Group, LLC., a foreign corporation authorized to conduct business in the State of Florida.

NOTARY PUBLIC STATE OF FLORIDA
Daviana Sanchez-Peraza
Comm.#HH089631
Expires: Feb. 7, 2025
Bonded Thru Aaron Notary

(Signature of Notary Public - State of Florida)

Daviana Sanchez-Peraza
(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

# 300 Engineering

| | PROPOSE RATES | |
|---|---|---|
| **CIVIL ENGINEERING SERVICES** | Hourly Rates | |
| Principal Engineer | $ | 260.00 |
| Senior Engineer / Project Manager | $ | 220.00 |
| Project Engineer (PE) | $ | 150.00 |
| Staff Engineer, E.I. | $ | 135.00 |
| 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 | $ | 260.00 |
| Senior Engineer/Project Manager | $ | 220.00 |
| Project Engineer (PE) | $ | 150.00 |
| Staff Engineer, E.I. | $ | 135.00 |
| Sr. Inspector | $ | 140.00 |
| Inspector | $ | 100.00 |
| Drafts Person/CADD Operator | $ | 100.00 |
| Clerical/Administrative Staff | $ | 75.00 |
| **TRANSPORTATION/BRIDGE ENGINEERING SERVICES** | | |
| Principal Engineer | $ | 260.00 |
| Senior Engineer/Project Manager | $ | 220.00 |
| Project Engineer (PE) | $ | 190.00 |
| Staff Engineer, E.I. | $ | 135.00 |
| Sr. Inspector | $ | 110.00 |
| Inspector | $ | 100.00 |
| Drafts Person/CADD Operator | $ | 105.00 |
| Clerical/Administrative Staff | $ | 75.00 |
| **STRUCTURAL ENGINEERING SERVICES** | | |
| Principal Engineer | $ | 280.00 |
| Senior Engineer/Project Manager | $ | 220.00 |
| Project Engineer (PE) | $ | 190.00 |
| Staff Engineer, E.I. | $ | 145.00 |
| Sr. Inspector | $ | 150.00 |
| 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 | $ 170.00 |
| Project Landscape Architect | $ 125.00 |
| Staff Landscape Architect | $ 110.00 |
| **Environmental Services / Monitoring** | |
| Sr. Environmental Scientist | $ 170.00 |
| Project Environmental Scientist | $ 140.00 |
| 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 | $ 90.00 set |
| Field Sampling Fresh Concrete (sampling, molding, slump testing, temperature) | $ 70.00 h.r |
| **CONCRETE & MASONARY MATERIALS** | |
| Concrete Compression test (Min. four [4] cylinders per trip) | $ 85.00 set |
| - Prepare cylinders & slump test on site, and deliver to lab | $75.00 h.r |
| Additional Concrete cylinders with slump | $ 30.00 ea |
| Concrete Compression test only [delivered to lab] & RESULTS | $ 100.00 set |
| Slump test | $ 60.00 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) | $ 55.00 test |
| Sieve Analysis – Course Aggregate | $ 75.00 test |

| | |
|---|---|
| **ASPHALT TESTING** | |
| Asphalt Cores (obtaining core samples) (Min. 3) | $ 130.00 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 | $ 175.00 |
| Senior Engineer | $ 155.00 |
| Project Engineer (PE) | $ 125.00 |
| Staff Engineer, E.I. | $ 110.00 |
| Sr. Inspector | $ 100.00 |
| Inspector | $ 85.00 |
| Drafts Person/Cad Operator | $ 80.00 |
| 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 | $ 150.00 |
| Project Environmental Scientist | $ 125.00 |
| Staff Environmental Scientist | $ 115.00 |
| Senior Designer | $ 100.00 |
| **Architectural** | |
| Principal | $ 240.00 |
| Sr. Architect / Project Manager | $ 200.00 |
| Project Architect | $ 190.00 |

| | |
|---|---|
| Revit / CAD Operator | $ 110.00 |
| Draftsman | $ 105.00 |
| Clerical | $ 75.00 |
| **Subsurface Utility Exploration** | |
| Project Manager/PE/PLS PLS | $ 190.00 |
| Utility Location Manager/Party Chief | $ 125.00 |
| CADD Operator | $ 100.00 |
| Technical Locator/Instrument Op. | $ 85.00 |
| 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 | $ 500.00 |
| 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) | $ 195.00 |
| Staff Engineer, E.I. | $ 140.00 |
| Drafts Person/CADD Operator | $ 110.00 |

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**
**RESOLUTION NO. 2026-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING TASK ORDER NO. 6 WITH ARDURRA GROUP, INC. FOR PROFESSIONAL PLANNING AND ENGINEERING SERVICES RELATED TO THE KANE CONCOURSE/NE 96TH STREET SIDEWALK AND CORRIDOR IMPROVEMENT PLAN; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE TASK ORDER; AUTHORIZING AN EXPENDITURE NOT TO EXCEED $90,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town entered into an Engineering Consultant Services Agreement with Ardurra Group, Inc. on November 13, 2023;

**WHEREAS**, the Town desires to undertake the Kane Concourse/NE 96th Street Sidewalk and Corridor Improvement Plan;

**WHEREAS**, Task Order No. 6 dated September 28, 2026, provides for said services in a lump-sum amount of $90,000;

**WHEREAS**, the Town Council finds approval to be in the best interests of the Town; and

**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 incorporated herein.

**Section 2. Approval.** Task Order No. ___ with Ardurra Group, Inc., attached as Exhibit A, is approved.

**Section 3. Authorization.** The Town Manager is authorized to execute the Task Order with non-substantive changes approved by the Town Attorney.

**Section 4. Funding.** The Town Council authorizes expenditure of funds in an amount not to exceed $90,000.

**Section 5. Implementation.** Town officials are authorized to take actions necessary to implement this Resolution.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Bay Harbor Islands, Florida, on _____, 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 | _____ |

**TOWN OF BAY HARBOR ISLANDS**

By: _____
Issac Salver
Mayor

**ATTEST:**

_____

Evelyn Herbello, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____

McCarter & English LLP
Tania Cruz-Gimenez
Town Attorney

**TASK ORDER NO. 6 - ARDURRA GROUP, Inc**

**Dated this September 28, 2026**

**BUILDING DEPARTMENT (PLANNING/ZONING)**

**KANE CONCOURSE/NE 96TH STREET SIDEWALK AND CORRIDOR IMPROVEMENT PLAN**

## PROFESSIONAL SERVICES

This Task Order between the Town of Bay Harbor Islands, a Florida municipal corporation ("TOWN"), and Ardurra Group, Inc, a limited liability company (or applicable entity designation) authorized to transact business in Florida ("CONSULTANT"), is pursuant to the Engineering Consultant Services Agreement dated 11/13/23 and expiring on 11/13/26 ("MASTER AGREEMENT").

## PROJECT BACKGROUND

The Town of Bay Harbor Islands (TOWN) is a two-island municipality located between North Miami and Bal Harbour/Surfside, with boundaries defined entirely by the surrounding waters of Biscayne Bay, Indian Creek, and Indian Creek Lake. The Town's sole mainland connection is via 96th Street/Shepard Broad Causeway. The Town is seeking professional planning and engineering services to prepare the Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan. The proposed study extends along the Kane Concourse/96th Street Corridor from West Bay Harbor Drive to East Bay Harbor Drive. This location serves as the primary east–west access route into the business district and provides the foundational link between the Broad Causeway Bridge and the Town's internal pedestrian and multimodal network. The following scope was prepared to support the Town's grant from the Miami-Dade Transportation Planning Organization (MDTPO) which is limited to a sum of $45,000.

The primary goal of the Bay Harbor Islands Kane Concourse/96th Street Sidewalk and Corridor Improvement Plan is to create a safe, accessible, and well-connected multimodal corridor that supports pedestrians, bicyclists, and transit users traveling through the Town's business district. The project aims to establish a cohesive mobility framework that enhances safety, accessibility, and convenience while integrating seamlessly with regional transportation investments.

The 96th Street Corridor is the central spine of Bay Harbor Islands' business district and serves residents, schoolchildren, visitors, businesses, and commuters crossing the Broad Causeway. Current conditions include inconsistent sidewalks, limited ADA accessibility, opportunities for enhanced shade and lighting, and gaps in multimodal connectivity. These issues present safety concerns and limit mobility for pedestrians and cyclists traveling within the Town and between regional corridors.

### Global Objectives

- Enhance pedestrian safety by identifying needed sidewalk upgrades, ADA compliance improvements, visibility measures, lighting, and safer crossings.
- Improve multimodal connectivity by designing a clear and comfortable transition between the Broad Causeway Bridge improvements and the Kane Concourse/96th Street business district corridor.

- Expand bicycle accessibility by evaluating opportunities for safe bicycle travel and addressing key conflict areas.
- Support transit mobility by improving first- and last-mile access to transit stops and ensuring safe, ADA-compliant walking paths to transit stations.
- Strengthen the commercial district through streetscape recommendations that enhance walkability, comfort, and the overall pedestrian experience.
- Provide a phased, implementable plan that positions the Town to pursue future design and construction funding opportunities.

**Planning Study Objectives**

- Improve Safety: Identify and address pedestrian and bicycle safety concerns along a corridor with high levels of walking activity.
- Increase Accessibility: Provide universally accessible access for residents, visitors, and vulnerable roadway users.
- Strengthen Multimodal Links: Ensure the Town is ready to integrate with its upcoming Broad Causeway Bridge project, creating a seamless multimodal connection between regional and local facilities.
- Support Economic Vitality: A more walkable and attractive business district promotes economic activity and enhances customer experience for local businesses.
- Reduce Traffic Congestion: By making walking and bicycling more viable for short local trips, the plan will help reduce vehicle dependency and improve traffic flow.
- Advance Long-Term Planning: Provide a clear, phased roadmap for future capital improvements, positioning the Town for additional state, federal, and TPO funding opportunities.

| Task | Description |
|---|---|
| 1 | Project Management Services and Coordination Meeting |
| 2 | Existing Conditions Assessment |
| 3 | Alternatives Analysis Report |
| 4 | Interagency Coordination |
| 5 | Community Engagement |
| 6 | Recommended Improvements |

## GENERAL REQUIREMENTS

**Design Standards**

The CONSULTANT shall propose the standards to be applied to the work, in accordance with applicable design guidance, including the FDOT Design Manual (FDM), the Florida Greenbook and Miami-Dade County Department of Transportation and Public Works (DTPW). The conceptual design of alternatives shall evaluate and incorporate, where appropriate, complete streets components and multimodal considerations.

## Quality Control

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide the Town the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the TOWN. 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 shall be responsible for the professional quality, technical accuracy, and coordination of all conceptual designs and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their concept plans, reports, electronic files, progress payment applications, schedules, and project deliverables required by this task order. The CONSULTANT shall provide the TOWN with a marked set of report and concept plans showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review.

## Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the TOWN, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

## SPECIFIC SCOPE OF SERVICES

**The Scope of Services to be provided by CONSULTANT shall be as follows:**

### Task 1 – Project Management Services & Coordination Meetings

The CONSULTANT will provide project management services, which will include the following main activities:

- Kick-off meeting
- Coordination meetings with representatives from the TOWN (up to 5)
- Cursory review of Subconsultant Work
- Project schedule updates
- Overall project administration and monitoring

**Deliverables:** The following deliverables shall be provided under Task 1

- Updated project schedule (if applicable)
- Attendance and notes for six (6) meetings

## Task 2 – Existing Conditions Assessment

### 2.1 Data Collection

The CONSULTANT shall collect and review available information provided by the TOWN that is relevant to the corridor including:

- Existing as-built plans including roadway, signing and pavement marking, signalization, lighting, and landscape/streetscape plans
- Existing right-of-way maps
- Traffic, transit, bicycle and pedestrian data
- Existing drainage and stormwater information
- Town-specific standards and/or preferences for lighting, landscaping, and streetscape features
- Utility information
- Prior planning, engineering, transportation, stormwater, vulnerability and resiliency studies that include the project corridor
- Town's Project BC-160 Shepard Broad Causeway (SR 922) Bridge Replacement – Design (includes a proposed 14-ft shared use path)
- Town's Exposure Analysis and Sensitivity analysis to identify whether flooding, sea-level rise, storm surge or flooding may affect corridor mobility, drainage, infrastructure or implementation priorities. This is intended solely to inform the corridor planning process, and a separate vulnerability assessment, hydraulic model or detailed flood analysis is not required.
- Other current and/or planned improvements by the Town, County, FDOT or other agencies.
- Applicable zoning, land use, accessibility, design and Complete Street requirements.
- History of citizen requests within the project limits with responses/ actions taken
- Signal timesheets for signalized intersections and school flasher timings
- Maintenance records of flooding/ponding affecting mobility

The CONSULTANT shall collect the following traffic counts:

- Existing AADTs from Florida Traffic Online
- AM and PM peak period turning movement counts (4 hours) including ped/bike counts at the following signalized intersections:
    - West Bay Harbor Drive
    - Bay Harbor Terrace
    - East Bay Harbor Drive
- Miami-Dade Transit boarding and alighting data for bus stops within the project corridor

### 2.2 Crash Analysis

The CONSULTANT shall collect the most recent full 5 years of crash data from Signal Four Analytics and prepare a crash summary of the crash data. A crash analysis shall be conducted to identify trends, patterns, crash types, crash severities, roadway and lighting conditions, and factors contributing to crashes within the project corridor.

### 2.3 Existing Conditions Assessment

The CONSULTANT shall conduct a field review of the project corridor to document existing conditions, including:

- Sidewalk width, continuity, surface conditions and presence of obstructions
- Curb ramps, detectable warnings, crossings and ADA accessibility
- Median, crosswalks, signals, signage and pavement markings
- Posted speed limits
- Pedestrian and bicycle conflict points
- Transit stops and connections
- On-street parking
- Lighting, shade, landscaping, street furniture and streetscape conditions
- Drainage structures

The CONSULTANT shall conduct a field review of the project corridor during the AM and PM peak periods to assess existing corridor operations. The assessment should include observed queue lengths, delays, safety, conflicts, and operational characteristics that should be considered in the development of recommendations.

**Deliverables:** The following deliverables shall be provided under Task 2

- Crash Summary
- Existing Condition Diagram
- List/Map of ADA deficiencies
- Qualitative Assessment

## Task 3 – Alternatives Analysis Report

The CONSULTANT will identify, develop, assess and screen two (2) alternative concepts that would meet the goals and objectives of this study. **Alternative Concept 1 (Short-Term Solution)** should evaluate improvements that preserve existing on-street parking while maximizing multimodal, safety, mobility, accessibility and streetscape enhancements within the available right of way. The Town anticipates constructing a future parking structure that would accommodate the corridor's parking demand. Accordingly, **Alternative Concept 2 (Long-Term Solution)** will evaluate the reallocation of on-street parking to support enhanced Complete Street elements, and provide opportunities for expanded pedestrian, bicycle, transit and public realm improvements. The CONSULTANT will assess the benefits, impacts, feasibility and tradeoffs associated with each concept. The Consultant shall prepare an Alternatives Analysis Report that includes a summary of the existing conditions assessment, alternative concepts evaluated, and advantages, disadvantages and constraints associated with each concept.

**Deliverables:** The following deliverables shall be provided under Task 3

- Draft Alternatives Analysis Report

## Task 4 – Interagency Coordination

The CONSULTANT will support the TOWN in coordinating with the TPO and FDOT as may be required. It is estimated that three (3) meetings will be required.

**Deliverables:** The following deliverables shall be provided under Task 3

- Attendance and notes for three (3) meetings

## Task 5 – Community Engagement

The CONSULTANT will conduct community engagement in support of the study. This will include the following:

- Project Fact Sheet
- In-Person Kick-off Meeting
- In-Person Alternatives Workshop

**The CONSULTANT will prepare the following:**

- Community Survey (1), prior to Kick-off meeting
- Kick-off Presentation
    - Draft Ad
    - Focused on explaining the goals of the study and requesting feedback on stakeholder concerns
    - Present initial survey findings and request additional feedback
    - Suggested script
    - Support for responding to public comments (assume 5)
- Alternatives Workshop Presentation
    - Draft Ad
    - Will include planning level exhibits of Alternatives 1 and 2. It is anticipated that six (6) exhibits will be prepared (3 for each alternative):
        - Typical Section
        - Plan View
        - Concept Rendering
    - Summary of advantages, disadvantages and constraints
    - Potential implementation strategy (if available)
    - Suggested script
    - Support for responding to public comments (assume 5)

**For each public meeting, the TOWN will conduct the following:**

- Advertise the meeting per Town recommended strategies (ads and media release as appropriate)
- Identify the mailing list and distribute the invitational flyers through US mail or email as preferred
- Create a web page on their website for this project and post project Fact Sheet, invitational flyers, and presentations one day after meetings have been held
- Respond to public comments
- Provide and set up meeting equipment, and coordinate and reserve meeting venue
- Record public meetings if desired

**Deliverables:** The following deliverables shall be provided under Task 5

- Project Fact Sheet
- Community Survey
- Invitational Flyer for each meeting
- Kick-off Meeting Presentation
- Alternatives Workshop Presentation
- Support for response to comments (assume 10 comments total)

**Task 6 – Recommended Improvements**

The CONSULTANT will use the feedback provided during public outreach to modify concepts presented as appropriate and finalize the Alternatives Analysis Report. The CONSULTANT shall prepare preliminary cost ranges for the final alternative concepts.

**Deliverables:** The following deliverables shall be provided under Task 6

- Final Alternatives Analysis Report

## PROJECT ASSUMPTIONS

- Transition of the shared use path proposed under the Town's Project BC-160 Shepard Broad Causeway (SR 922) Bridge Replacement – Design, through the west island and to tie into the east island is not included. If required during the project execution, there will be additional services which will require a scope revision or separate Task Order.
- All requested information will be made available by the TOWN
- Survey services will not be performed. If surveys are determined to be required during the project execution, there will be additional services which will require a scope revision.
- A Parking Demand study is not required.
- All materials & deliverables shall be submitted electronically to the TOWN
- Permitting is not included in this project.
- The TOWN will conduct submittal reviews and provide comments within ten (10) working days of submittal

## ADDITIONAL SERVICES

If authorized in writing by the TOWN, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The TOWN, as indicated in the MASTER AGREEMENT, will pay for these services.

## PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Tasks 1 and 6 within one (1) year.

**TASK ORDER NO. 6 - Ardurra Group, Inc**

## PROJECT FUNDING

Performance of this project is at the TOWN's discretion and may be contingent upon the TOWN receiving funding and work shall not begin until the TOWN provides a Notice to Proceed to CONSULTANT.

## METHOD OF COMPENSATION

The services performed will be accomplished using the Lump Sum method of compensation. The total hourly rates payable by the TOWN for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the TOWN's approved pay application request form. The CONSULTANT shall submit the pay application request to the TOWN's Project Manager for review and approval. Once the TOWN's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the TOWN's accounts payable department via email (mromero@bayharborislands-fl.gov) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

## TERMS OF COMPENSATION

Services will be provided for the following Lump Sum amounts:

| | |
|---|---|
| Task 1 – Project Management & Coordination Meetings | $ 8,000.00 |
| Task 2 – Existing Conditions Assessment (includes counts) | $ 22,500.00 |
| Task 3 – Alternatives Analysis Report | $ 28,500.00 |
| Task 4 – Interagency Coordination | $ 1,500.00 |
| Task 5 – Community Engagement | $ 21,000.00 |
| Task 6 – Recommended Improvements | $ 8,500.00 |
| | |
| **Grand Total** | **$ 90,000.00** |

## TOWN CONTACTS

Requests for payments should be directed to Town of Bay Harbor Islands Accounts Payable via e-mail to mromero@bayharborislands-fl.gov after getting approval from the TOWN's Project Manager. All other correspondence and submittals should be directed to the attention of Fausto Vargas, Procurement Officer, at the address shown below. **Please be sure that all correspondence refers to the TOWN project number and title as stated above.**

Lorrainia Belle
Town Planner
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
Email: lbelle@bayharborislands-fl.gov
Office: 305-866-6241 ext 120
Direct: 786-315-2720

Direct: 786-315-2720

## CONSULTANT CONTACTS

Consultant: Silvia Beltre, PE, ENV SP
Firm Name Ardurra Group, Inc
Address: 1000 NW 57th Ct, Suite 800, Miami, Fl, 33126
Email: sbeltre@ardurra.com
Phone: (305) 546-9990

## TOWN

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

TOWN OF BAY HARBOR ISLANDS, a municipal corporation of the State of Florida.

Lindsley Noel
Town Manager

Date 11-25-22

**TASK ORDER NO. 6 - Ardurra Group, Inc.**

**Exhibit A - Work Break Down Fee Schedule**

## CONSULTANT/CONTRACTOR

WITNESSES:

Rodolfo Ramon
[Witness print/type name]

Silvia Beltre
[Witness print/type name]

(CORPORATE SEAL)

Ardurra Group, Inc , ,
a_ corporation authorized to transact business in Florida )

Christopher Kuzler, Authorized Representative
[Print Name, check title]

☐ President ☐ Vice President
☑ Authorized Signatory (Please provide corporate authorization)

ATTEST:

Secretary
Brent Walters
[Print Name]

STATE OF Florida :
COUNTY OF Miami-Dade :

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of September , 2026, by Christopher Kuzler as Authorized Representative for Ardurra Group, Inc. , a _____ company (or corporation).

(SEAL)

CRISTINA R. HARPER
Notary Public - State of Florida
Commission # HH 830599
My Comm. Expires Aug 30, 2030
Bonded through National Notary Assn.

(Signature of Notary Public - State of Florida)

Cristina R. Harper
(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification __ _

Type of Identification Produced _____ _

BAYHARBOR ISLANDS

**96th Street Sidewalk and Corridor Improvement Plan**
**Miami-Dade TPO • Municipal Grant Program Application 2026**

## Project Budget

| TASK | TOTAL |
|---|---|
| TASK 1: PROJECT MANAGEMENT SERVICES AND COORDINATION | $ 8,000.00 |
| TASK 2: EXISTING CONDITIONS ASSESSMENT (includes traffic counts) | $ 22,500.00 |
| TASK 3: ALTERNATIVES ANALYSIS REPORT | $ 28,500.00 |
| TASK 4: INTERAGENCY COORDINATION | $ 1,500.00 |
| TASK 5: COMMUNITY ENGAGEMENT | $ 21,000.00 |
| TASK6:RECOMMENDEDIMPROVEMENTS | $ 8,500.00 |
| TOTAL | $ 90,000.00 |

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 11.5
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution exercising the Town's option to renew for one year the contract with Brightview. Town Manager

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**Suggested Action:** – Staff recommends that the Town Council approve a one-year renewal of the Landscape and Irrigation Maintenance Agreement with BrightView Landscape Services, subject to confirmation of the applicable renewal authority, available funding, and final review by the Town Attorney, and authorize the Town Manager to execute the necessary documents.

**Description/Background** – **DESCRIPTION**

BrightView Landscape Services has served as the Town's contractor for landscape and irrigation maintenance, supporting the upkeep of public parks, landscaped public spaces, and rights-of-way. These services are important to maintaining the appearance and condition of Town properties and to addressing ongoing landscape and irrigation maintenance needs.

The proposed one-year renewal would allow these services to continue without interruption while providing the Town an opportunity to closely monitor contractor performance, address identified maintenance priorities, and evaluate service delivery over the renewal period. Town staff will continue coordinating with BrightView regarding routine maintenance, irrigation concerns, and timely correction of deficiencies as needed.

Brightview - Landscapie and Irrigation Maintenance EXP 2025 (1).pdf
Resolution-Brightview Ext 1 year-06-30-2026 thru 06-30-2027.docx
Brightview Extension of Agreement-11-16-2026 retro to 07-01-2026 through 06-30-2027.docx

Date: June 29, 2022

Attn: Charles Gonzalez
Sr. Vice President
BrightView Landscape Services, Inc.
8191 NW 84 St
Medley, FL, 33166

RE: Contract BHI- 222 "Irrigation and Landscape Maintenance Contract".

Dear: Mr. Gonzalez,

Further to your proposal dated May 13, 2022, this confirms our intent to award the above referenced contract to your firm, with a base bid in the amount of Two Hundred Sixty Eight Thousand Six Hundred Fourteen Dollars and 80 Cents ($268,614.80) per year for a three-year period with an opportunity for the Town to extend the contract for one (1) additional two-year period, at the same terms, conditions and specifications. In addition, all Schedule of Values items in this contract shall govern the invoicing of additional work beyond the Base Bid amount.

The scope of work is as follows:

> Furnish of all labor, materials, tools, equipment, machinery, superintendence and services necessary for landscape and irrigation maintenance which for the purposes of this contract, shall include litter, trash & debris removal, mowing, edging, hedge trimming, landscape bed maintenance, tree trimming, raking, sweeping, weeding, weed-eating irrigation system maintenance and repair, and seasonal color replacement. The actual contract documents govern the detail of the scope of work in its entirety.

In addition to the above, your responsibilities shall include the following:

1. The Contractor shall maintain the cleanliness of the site daily. All debris shall be carted away according to local laws and regulations.

2. For the purposes of this Agreement, a working day is defined as Monday to Friday between the hours of 9:00 AM to 6:00 PM. Saturday work may be performed on the Causeway only and must conform to the same weekday workhours. Work is not permitted on Sunday.

This agreement will become effective 07/01/2022 and in accordance with the contract documents Section 3.2: INITIAL CONTRACT PERIOD AND CONTRACT RENEWAL.

The Town reserves the right to terminate this contract any time and for any reason upon giving thirty (30) days' notice to the other party in accordance with the contract documents Section 3.23: TERMINATION OF CONTRACT.

Two (2) copies of this letter of Agreement are hereby forwarded for your execution.

Please indicate your acceptance of these Terms and Conditions in the space provided below and return both copies. Upon receipt, the Town will execute both and return one (1) copy for your files.

Sincerely,

TOWN OF BAY HARBOR ISLANDS

Maria Lasday
Town Manager

Date: 7/18/2022

Yvonne Hamilton
Town Clerk

Date: 7/18/2022

Charles Gonzalez
Sr. Vice President
BrightView Landscaping Services, Inc.

Date: 6-29-22

Witness

Date: 6/29/22

**BAY HARBOR ISLANDS**
**INVITATION FOR BID**
**IRRIGATION & LANDSCAPE MAINTENANCE**

## IFB #BHI-222

# SCHEDULE OF VALUES
### IRRIGATION & LANDSCAPE MAINTENANCE

NOTE: The quantities shown in the Schedule of Values are an estimate only. They may vary significantly from the actual quantities ordered by the Town. Payments shall be for the units ordered, placed, and accepted by the Town. The Bidder, by signing this Bid Form and Contract, fully acknowledges that he/she will receive no additional compensation (no overhead/no anticipated profits, etc.) other than the bid unit price of the items times the number of items authorized, ordered, placed, and accepted by the Town.

| ITEM # | Item | Six Month cost for Maintenance April-Sept. | Six Month cost for Maintenance Oct.-Mar. | TOTAL COST PER 12 MONTHS |
|---|---|---|---|---|
| 1 | Broad Causeway | $ 14,782.30 | $ 8,681.68 | $ 23,463.98 |
| 2 | Kane Concourse | $ 51,738.05 | $ 30,385.88 | $ 82,123.93 |
| 3 | East Island | $ 36,955.75 | $ 21,704.20 | $ 58,659.95 |
| 4 | West Island | $ 44,346.90 | $ 26,045.04 | $ 70,391.94 |
| 5 | Royal Palm Pruning for Items 1 – 4 (above) | $ 22,650 | $ 11,325 | $ 33,975 |
| **Base Bid** | **Total Base Bid:** Sum of Items 1 through 5 for 12 months constitute the Base Bid. | $ 268,614.80 Total (BASE BID) | | |

## ADDITIONAL SCHEDULE OF VALUES

| | | |
|---|---|---|
| A | Plant (2,500) Sunpatients 4 ½" Pot, with Atlas 3000 Soil and Fertilizer and remove existing | **Per Plant delivered & in place** $ 2.45 **x (2,500)** = $ 6,125 TOTAL |
| B | Plant (2,500) Caladiums, 4 1/2" Pot with Atlas 3000 Soil and Fertilizer and remove existing | **Per Plant delivered & in place** $ 2.45 **x (2,500)** = $ 6,125 TOTAL |

| | | |
|---|---|---|
| C | Plant (2,500) Pentas 4 1/2" Pot with Atlas 3000 Soil and Fertilizer and remove existing | **Per Plant delivered & in place**<br>$ 1.60 **x (2,500) =**<br>$ 4,000 TOTAL |
| D | Plant (2,500) Geraniums 4 1/2" Pot with Atlas 3000 Soil and Fertilizer and remove existing | **Per Plant delivered & in place**<br>$ 2.45 **x (2,500) =**<br>$ 6,125 TOTAL |
| E | Plant (2,500) Dusty Millers (Seasonal) 4 1/2" Pot with Atlas 3000 Soil and Fertilizer and remove existing | **Per Plant delivered & in place**<br>$ 2.00 **x (2,500) =**<br>$ 5,000 TOTAL |
| F | Cost of Performance Bond after the initial (First) Contract Year. | **Per Year Cost of Bond**<br>$ 3,000 |
| G | Trim Kane Concourse Royal Palms in Median and Sidewalk areas during evening hours only and (2) times per year including hauling and disposal of debris. | **Per Trimming Event**<br>$ 4,500 **x (2) =**<br>$ 9,000 **TOTAL** |

| | | |
|---|---|---|
| H | One Landscape Superintendent | Per Hour 8:00 a.m.-4:30 p.m., Mon.-Fri. =$ 45<br>Per Hour for all other times =$ 67.50 |
| I | One Landscape Laborer | Per Hour 8:00 a.m.-4:30 p.m., Mon.-Fri. =$ 35<br>Per Hour for all other times =$ 52.50 |
| J | One Front-End loader with Backhoe including Operator | Per Hour = $ 60<br>Per Day = $ 480<br>Per Week = $ 2500<br>Per Month = $ 7700 |

| | | |
|---|---|---|
| K | One min. 15,000 GVM Dump Truck with Operator | er Hour = $ 46.50<br>Per Day = $ 372<br>Per Week = $ 1800<br>Per Month = $ 4200 |
| L | Rate for Topsoil (70/30 mix) delivered and installed in place | Per CY = $ 90 |
| M | Rate for Lawn Sand delivered and installed in place | Per CY = $ 90 |
| N | One Irrigation Repair Specialist | Per Hour 8:00 a.m.-4:30p.m., Mon.-Fri. = $ 55<br>Per Hour for all other times = $ 82.50 |
| O | One Irrigation Laborer | Per Hour 8:00 a.m.-4:30p.m., Mon.-Fri. = $ 35<br>Per Hour for all other times = $ 52.50 |
| P | Solid St. Augustine 'Floratam' Sod in place for lawn repair | Per Square Foot = $ 1.00 |
| Q | 500 Sq. Ft. Palette of St. Augustine "Floratam" sod delivered and installed per Village direction | Per Palette = $ 500 |
| R | Rate for One Skid steer Loader (Bobcat) with Operator | Per Hour = $ 67.50<br>Per Day = $ 540<br>Per Week = $ 2700<br>Per Month = $ 9600 |
| S | Plant Clusia gutierra (Small Leaf Clusia) and remove old plantings; fertilize | Per Plant in place (3G) = $ 16<br>Per Plant in place (7G) = $ 58<br>Per Plant in place (15G) = $ 115 |
| T | Plant Chrysobalanus icaco 'Red Tip' (Red Tip Cocoplum) and remove old plantings; fertilize | Per Plant in place (3G) = $ 16<br>Per Plant in place (7G) = $ 44 |
| U | Plant Conocarpus erectus 'Sericeus' (Silver Buttonwood) and remove old plantings, fertilize. | Per Plant in place (SMALL)= $ 16<br>Per Plant in place (MED)= $ 37<br>Per Plant in place (LARGE)= $ 115 |
| V | Plant Mamey Crotons and remove old plantings; fertilize | Per Plant in place (3G) = $ 16<br>Per Plant in place (7G) = $ 47 |
| W | Plant Schefflera Arboricola 'Trinette' and remove all plantings, fertilize. | Per Plant in place (3G) = $ 16<br>Per Plant in place (7G) = $ 47 |

| | | |
|---|---|---|
| X | Plant Ficus microcarpa 'Green Island' (Green Island Ficus) and remove old plantings; fertilize | Per Plant in place (3G) = $ 17<br>Per Plant in place (7G) = $ 45 |
| Y | Plant Ixora 'Nora Grant' (Pink Ixora) and remove old plantings; fertilize | Per Plant in place (3G) = $ 17<br>Per Plant in place (7G) = $ 45 |
| Z | Plant Flax Lilly and remove old plantings; fertilize | Per Plant in place (3G) = $ 17<br>Per Plant in place (7G) = $ 45 |
| AA | Plant Dwarf Fakahatchee) and remove old plantings; fertilize | Per Plant in place (3G) = $ 16<br>Per Plant in place (7G) = $ 42 |
| BB | Plant Variegated Pittosporum and remove old plantings; fertilize | Per Plant in place (3G) = $ 16<br>Per Plant in place (7G) = $ 42 |
| CC | Plant Conocarpus erectus (Green Buttonwood) and remove old plantings; fertilize | Per Plant in place (SMALL)= $ 18<br>Per Plant in place (MED)= $ 45<br>Per Plant in place (LARGE)= $ 115 |
| DD | Plant 1 Gal., 12" ht. Liriope 'Evergreen Giant' (Giant Lily-turf), and remove old plantings; fertilize | Per Plant in place= $ 8 |
| EE | Plant 1 Gal. Juniperus horizontalis (Blue Rug), and remove all plantings; fertilize | Per Plant in place = $ 8 |
| FF | Plant (1) Cocos nucifera 'Green Malayan', 8' G.W. | Per Palm in place = $ 1800 |
| GG | Plant Goldmound Duranta and remove old plantings; fertilize | Per Plant in place (3G) = $ 16<br>Per Plant in place (7G) = $ 32 |
| HH | Plant Red Sisters "Ti" and remove old plantings; fertilize | Per Plant in place (3G) = $ 18<br>Per Plant in place (7G) = $ 42 |
| II | Plant Dwarf Firebush and remove old plantings; fertilize | Per Plant in place (3G) = $ 18<br>Per Plant in place (7G) = $ 42 |
| JJ | Plant Philodendron Congo Rojo and remove old plantings; fertilize | Per Plant in place (3G) = $ 21<br>Per Plant in place (7G) = $ 47 |
| KK | Plant Veriegated Ginger and remove old plantings; fertilize | Per Plant in place (3G) = $ 21<br>Per Plant in place (7G) = $ 47 |
| LL | Plant Indian Hawthorne (Bush) and remove old plantings; fertilize | Per Plant in place (3G) = $ 21<br>Per Plant in place (7G) = $ 47 |

| | | |
|---|---|---|
| MM | Plant Podocarpus and remove old plantings; fertilize | Per Plant in place (3G) = $ 18<br>Per Plant in place (7G) = $ 45 |
| NN | Plant Muhly Grass and remove old plantings; fertilize | Per Plant in place (3G) = $ 18<br>Per Plant in place (7G) = $ 45 |
| OO | Plant White Fountain Grass and remove old plantings; fertilize | Per Plant in place (3G) = $ 18<br>Per Plant in place (7G) = $ 45 |
| PP | Plant Sansevieria Trifasciata Laurentii and remove old plantings; fertilize | Per Plant in place (3G) = $ 21<br>Per Plant in place (7G) = $ 47 |
| QQ | Plant (1) Cocos Nucifera installed in place and remove dead tree if existing; fertilize. | Per Plant in place (SMALL) = $ 1500<br>Per Plant in place (MED) = $ 3600<br>Per Plant in place (LARGE) = $ 6000 |
| RR | Plant (1) Crepe Myrtle Muskogee installed in place and remove dead tree if existing; fertilize. | Per Plant in place (SMALL) = $ 200<br>Per Plant in place (MED) = $ 450<br>Per Plant in place (LARGE) = $ 900 |
| SS | Plant (1) Indian Hawthorne (Tree) installed in place and remove dead tree if existing; fertilize. | Per Plant in place (SMALL) = $ 275<br>Per Plant in place (MED) = $ 642<br>Per Plant in place (LARGE) = $ 1255 |
| TT | Plant (1) Ligustrum installed in place and remove dead tree if existing; fertilize. | Per Plant in place (SMALL) = $ 450<br>Per Plant in place (MED) = $ 900<br>Per Plant in place (LARGE) = $ 1800 |
| UU | Gold Premium Shredded Mulch, Grade 'A' or better, delivered and installed in place. | Per Bag = $ 5.50<br>Per Cubic Yard = $ 50<br>Per 20 Cubic Yard = $ 1,000 |
| VV | 50 lb. bag of fertilizer, for seasonal color, by Helene Chemical Co., Ft. Pierce, FL., installed in place | Per Bag = $ 115 |
| WW | Plant (1) Roystonea regia (Royal Palm), 20' wood, Florida Fancy, installed in place and remove dead palm if existing | Per Palm in place = $ 5,150 |
| XX | Atlas 3000 Soil Mix | Per cu. yd. in place = $ 90 |
| YY | 50 lb. bag of 8-10-10 fertilizer 50% Sulphur coated urea, installed in place | Per bag = $ 75 |
| ZZ | 50 lb. bag of 12-4-8 palm fertilizer 25% Sulphur coated urea, installed in place | Per bag = $ 85 |
| AAA | 50 lb. bag of 16-4-8 turf fertilizer installed in place | Per bag = $ 90 |

**Note: The Town reserves the right to secure competitive bids for all items in the Additional Schedule of Values.**

CONTRACT EXTENSIONS: Bay Harbor Islands hereby requests bids for a **three (3) year contract** for supplies and services. In addition, the Town reserves the right to extend this contract for one additional two (2) year term, providing both parties agree, and the extension is approved by the Town Manager.

BIDDER OFFERING FIRM PRICES FOR THE FIRST THREE YEARS OF THE CONTRACT PERIOD:

YES X NO _____

BIDDER TO INDICATE IF HE WOULD BE WILLING TO EXTEND THE CONTRACT FOR A SECOND TWO YEAR TERM, ADJUSTED BY THE "CPI":

YES X NO _____

Charles Gonzalez - Sr Vice President

Bidder Name and Title

Brightview Landscape Services, Inc.

Company Name

2711 SW 36th Street Dania Beach Fl. 33312

Address

954 431 1111

Phone

**RESOLUTION NO. _____**

**A RESOLUTION OF TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE EXTENTION OF THE TOWN'S AGREEMENT FOR LANDSCAPE SERVICES WITH BRIGHTVIEW LANDSCAPE SERVICES, INC. FOR AN ADDITIONAL TWO YEARS; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Town entered into an Agreement for Landscape Services with Brightview Landscape Services, Inc. (the "Contractor") effective July 1, 2022 (the "Agreement"); and

**WHEREAS**, the Agreement provides for an initial term of three (3) years with the option in favor of the Town to extend the Agreement for an additional two (2) year term; and

**WHEREAS,** the Town desires to extend the Agreement for an additional one (1) year term with a one (1) year renewal option; and

**WHEREAS,** the Town has notified the Contractor of its desire to extend the Agreement, and the Contractor has consented to same (the "Notice of Extension and Consent"); and

**WHEREAS,** the Town Council hereby finds the Notice of Extension and Consent 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, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

**Section 2.** The Notice of Extension and Consent between the Town and the Contractor, in substantially the form attached hereto as Exhibit "A", 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 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 ___ 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

**NOTICE OF EXTENSION OF AGREEMENT**
**FOR LANDSCAPING SERVICES AND CONSENT**

The Town of Bay Harbor Islands (the "Town") hereby notifies Brightview Landscape Services, Inc. (the "Contractor") of the Town's intent to extend the Agreement for Landscaping Services with the Contractor effective July 1, 2022 (the "Agreement") for an additional one (1) year term, retroactive to July 1, 2026, and ending June 30, 2027 with a one (1) year renewal option . The compensation to the Contractor shall increase by **2.542%** for the period from July 1, 2026 through June 30, 2027. The Town Finance Director shall calculate the increase in compensation for the period from July 1, 2026 through June 30, 2027, in accordance with Section 3.2 of the Agreement.

This notice is given this _____ day of November, 2026, retroactive to July 1, 2026.

**TOWN OF BAY HARBOR ISLANDS**

By: _____
Lindsley Noel, MAcc
Town Manager

The undersigned Contractor consents to the above extension of the Agreement, retroactive to July 1, 2026, and to the increase in the compensation to the Contractor provided therein.

**BRIGHTVIEW LANDSCAPE SERVICES, INC.**

By:_____

Name: _____

Title: _____

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 11.6
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution amending the FY 2025-2026 Budget.

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**Suggested Action:** – Adopt this resolution amending the FY 2025-2026 budget

**Description/Background** – We propose to amend the FY 2025-2026 budget as follows:

General Fund

- Increase the legal budget by $100,000 to cover the increased cost associated with the transition to a new Town Attorney. During the transition the Town paid both the old and new legal firms.

- Reduce the law enforcement budget by $100,000 to cover the cost overrun in the legal budget.

Solid Waste Fund

- Increase the solid waste budget by $200,000 to cover the increased cost associated with the new solid waste agreement with Waste Pro. The cost is being funded by an appropriation from the Solid Waste Fund balance.

FY26 Budget Resolution.docx
FY26_Budget_Resolution__Ex_A.pdf

**RESOLUTION NO _____**

**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.**

**WHEREAS**, the Town Manager has made recommendations to the Town Council, which require amendment of the 2025/2026 Fiscal Year budget; and

**WHEREAS**, the Town Council, in accordance with the requirements of Section 166.241, Florida Statutes, wishes to amend the 2025/2026 Fiscal Year Budget for the transfer of said funds consistent with the recommendations of the Town Manager.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, THAT:**

**Section 1:** **Recitals.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and incorporated herein by this reference. All exhibits attached hereto are hereby incorporated herein.

**Section 2:** **Budget Amended.** The Town Council of the Town of Bay Harbor Islands, Florida, hereby amends the 2025/2026 Fiscal Year Town Budget as set forth in Exhibit "A."

**Section 3.** **Appropriations and Expenditures.** The appropriations and expenditures set forth in Exhibit "A" are hereby approved**.**

**Section 4**. **Implementation.** The Town Administration is directed to effectuate the appropriations and expenditures reflected in Exhibit "A".

**Section 5.** **Conflicts.** All prior resolutions or parts thereof in conflict herewith are repealed to the extent of such conflict.

**Section 6.** **Effective Date.** This Resolution shall become effective immediately upon passage and adoption.

PASSED and ADOPTED this __ day of November, 2026.

Motion By: _____

Second By: _____

**FINAL VOTE ON ADOPTION:**

| | |
|---|---|
| Mayor | _____ |
| Vice Mayor | _____ |
| Council Member | _____ |
| Council Member | _____ |
| Council Member | _____ |
| Council Member | _____ |
| Council Member | _____ |

TOWN OF BAY HARBOR ISLANDS, FLORIDA

By: _____
_____, Mayor

Attest:

_____
Evelyn Herbello, MMC
Town Clerk

Approved as to form and legal sufficiency:

_____
Town Attorneys

## FY 2025/2026 Budget Amendment

Exhibit A to Resolution ____

**REVENUES**

| Fund | Department - Account Number | Current | Proposed | Variance | Explanation |
|---|---|---|---|---|---|
| 405 - Solid Waste Fund | 405-39900-000-000000 | - | 200,000 | 200,000 | Appropriation from fund balance |
| | **Total Revenues** | | | **$ 200,000** | |

**EXPENDITURES**

| Fund | Department | Current | Proposed | Variance | Explanation |
|---|---|---|---|---|---|
| 001 - General Fund | 140- Legal Counsel | 300,000 | 400,000 | 100,000 | To increase legal counsel budget to cover increased cost associated with transition |
| | 210 - Law Enforcement | 7,638,533 | 7,538,533 | (100,000) | To reduce law enforcement department budget to cover overrun in Legal counsel |
| 405 - Solid Waste Fund | 340 - Solid Waste | 1,211,698 | 1,411,698 | 200,000 | To cover increased costs associated with new Waste Pro agreement |
| | **Total Expenditures** | | | **$ 200,000** | |

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 11.7
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution to enter into a renewal agreement with Axon Enterprises, Inc. for Body-Worn Cameras and Tasers. Town Manager

---

**Suggested Action:** – Staff recommends approval of this resolution authorizing the Town Manager to execute a five-year renewal agreement with Axon Enterprise, Inc., for the Police Department's Body-Worn Camera (BWC) and Taser Program, utilizing Sourcewell Cooperative Purchasing Contract No. 101223-AXN. The agreement is exempt from the Town's competitive bidding requirements pursuant to the cooperative purchasing provisions of the Town Code and applicable procurement policies

**Description/Background** – The Police Department requests approval to renew its Axon Body-Worn Camera & Taser Program. Such approval would authorize the Town Manager to execute a 60 month agreement with Axon Enterprise Inc, commencing December 15, 2026, for equipment, software, licenses, warranty coverage, training and support as outlined in the attached quote. The current Body-Worn Camera (BWC) & Taser Contract is approaching expiration and the anticipated expenses associated with the renewal were previously forecasted and outlined in the Town's FY2026 five-year Capital Improvement Plan.

Under the proposed renewal agreement, existing cameras will be returned and replaced with new equipment. Additional cameras and tasers will be provided to accommodate the Department's expanded staffing and responsibilities. Furthermore, should Axon release a new version of its body-worn camera during the contract term, the Police Department will receive a full replacement of its cameras at no additional cost to the Town, in accordance with the terms of the agreement.

The proposed pricing for BWCs and Tasers is based on the manufacturer's law enforcement package pricing model for 40 cameras and 25 tasers. The agreement includes the hardware, integrated software, licensing, warranty coverage, training, and support necessary for program implementation and ongoing operation.

Staff recommend the Town Council find this procurement exempt from the Town's competitive bidding requirements pursuant to the cooperative purchasing provisions of the Town Code. The purchase is made under Sourcewell Cooperative Purchasing Contract No. 101223-AXN.

**Fiscal Analysis:**

The Police Department's Body Worn Camera and Taser Implementation Program consists of a 60-month contract totaling $441,743.47. The proposed expense schedule is as follows:

| Fiscal Year | Months | Expense |
|---|---|---|
| 2027 | 9.5 | $69,942.72 |
| 2028 | 12 | $88,348.69 |
| 2029 | 12 | $88,348.69 |
| 2030 | 12 | $88,348.69 |
| 2031 | 12 | $88,348.69 |
| 2032 | 2.5 | $18,405.98 |
| **Total** | **60** | **$441,743.47** |

This agreement includes all hardware, software, accessories, licensing, auditing capabilities, warranty coverage, training, and support necessary to operate and manage the BWC and Taser program, including the sharing of evidentiary footage with the State Attorney's Office.

Upon completion of the initial five-year subscription term, the agreement will automatically renew for an additional five-year term, with a price increase of up to 3% applied to all line items in the quote.

**FUNDING SOURCE**

Fund: General Capital Projects Fund – Machinery & Equipment
GL Line-Item Number: 301-56400-210-000000

**EXECUTION**

The agreement is anticipated to be executed in November 2026, with a contract commencement date of December 15, 2026.

Axon Enterprises, Inc.- 5YR Quote Q874221009 issued OCT 22, 2026.pdf
Axon Sourcewell Contract 101223.pdf
BHI Axon Resolution Item 11.8.docx

# Axon Enterprise, Inc.

17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
(800) 978-2737

**Q-874221-009** Acct: 315622

| | |
|---|---|
| Issued | **Oct 22, 2026** |
| Expires | **Nov 18, 2026** |
| Payment Terms | **N30** |
| Mode of Delivery | **AUTO-GND** |

## Bay Harbor Islands Police Dept.-FL

**Currency: USD**

### CUSTOMER DETAILS

**SHIP TO**
**Bay Harbor Islands Police Dept.-FL**
1030 95TH ST
BAY HARBOR ISLANDS, FL
33154-2109
USA

**BILL TO**
**Bay Harbor Islands Police Dept.-FL**
1030 95TH ST
BAY HARBOR ISLANDS, FL
33154-2109
USA

**SALES REPRESENTATIVE**
**Rachel Gershenson**
Email: rleinson@axon.com

**PRIMARY CONTACT**
**Luis Alvarez**
Phone: (305) 866-6242
Email: lalvarez@bayharborislands.net

### QUOTE SUMMARY

| | |
|---|---|
| Program Length | **60 Months** |
| Contract Start | **Dec 15, 2026** |
| Contract End | **Dec 14, 2031** |
| TOTAL CONTRACT | |
| Net Total | **$441,743.47** |
| Est. Tax | **$0.00** |
| **Total Contract Value** | **$441,743.47** |

### DISCOUNT SUMMARY

| | |
|---|---|
| MSRP | **$543,566.05** |
| Net Price | **$441,743.47** |
| Total Savings | **$101,822.58** |

### PAYMENT SUMMARY

| DATE | SUBTOTAL | EST. TAX | TOTAL |
|---|---|---|---|
| Nov 15, 2026 | $25,150.88 | $0.00 | **$25,150.88** |
| Nov 15, 2027 | $104,148.15 | $0.00 | **$104,148.15** |
| Nov 15, 2028 | $104,148.15 | $0.00 | **$104,148.15** |
| Nov 15, 2029 | $104,148.15 | $0.00 | **$104,148.15** |
| Nov 15, 2030 | $104,148.14 | $0.00 | **$104,148.14** |
| **Total** | **$441,743.47** | **$0.00** | **$441,743.47** |

## SUMMARY PRICING FOR TERM

| ITEM | DESCRIPTION | QTY | TERM (START) | UNBUNDLED | LIST PRICE | NET PRICE | SUBTOTAL | EST. TAX | TOTAL |
|---|---|---|---|---|---|---|---|---|---|
| **FINANCIAL TRANSACTIONS** | | | | | | | | | |
| 100552 | Transfer Balance - Goods | 1 | — | — | $1.00 | -$25,045.44 | -$25,045.44 | $0.00 | -$25,045.44 |
| 100553 | Transfer Balance - Software and Services | 1 | — | — | $1.00 | -$786.49 | -$786.49 | $0.00 | -$786.49 |
| | | | | | | **Financial Transactions Total** | -$25,831.93 | $0.00 | -$25,831.93 |
| **BODY WORN CAMERA** | | | | | | | | | |
| HWCNAB4 | Axon Body 4 Connected Hardware Bundle | 8 | 60 (12/2026) | — | $1,049.00 | $1,049.00 | $8,392.00 | $0.00 | $8,392.00 |
| BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 6 | 60 (12/2026) | $78.01 | $62.52 | $62.52 | $22,507.20 | $0.00 | $22,507.20 |
| BWCamTAP | Body Worn Camera TAP Bundle | 40 | 60 (12/2026) | $52.16 | $39.00 | $39.00 | $93,600.00 | $0.00 | $93,600.00 |
| 100943 | Axon Body 4 - Ext Warranty - Eight-Bay Dock | 6 | 11 (12/2026) | — | $22.00 | $22.00 | $1,452.00 | $0.00 | $1,452.00 |
| 100942 | Axon Body 4 - Ext Warranty - Camera | 32 | 11 (12/2026) | — | $14.60 | $14.60 | $5,139.20 | $0.00 | $5,139.20 |
| | | | | | | **Body Worn Camera Total** | $131,090.40 | $0.00 | $131,090.40 |
| **CEW** | | | | | | | | | |
| C00032 | TASER 10 Certification Standard Plan | 25 | 60 (12/2026) | $116.80 | $90.99 | $90.99 | $136,485.00 | $0.00 | $136,485.00 |
| | | | | | | **CEW Total** | $136,485.00 | $0.00 | $136,485.00 |
| **DIGITAL EVIDENCE MANAGEMENT** | | | | | | | | | |
| ProLicense | Pro License Bundle | 10 | 60 (12/2026) | — | $48.82 | $48.75 | $29,250.00 | $0.00 | $29,250.00 |
| 73682 | Axon Evidence - Auto Tagging License | 40 | 60 (12/2026) | — | $10.85 | $10.85 | $26,040.00 | $0.00 | $26,040.00 |
| 73478 | Axon Evidence - Redaction Assistant User License | 40 | 60 (12/2026) | — | $10.85 | $10.85 | $26,040.00 | $0.00 | $26,040.00 |
| 73686 | Axon Evidence - Storage - Axon Device Unlimited | 40 | 60 (12/2026) | — | $32.55 | $32.55 | $78,120.00 | $0.00 | $78,120.00 |
| BasicLicense | Basic License Bundle | 38 | 60 (12/2026) | — | $16.27 | $16.25 | $37,050.00 | $0.00 | $37,050.00 |
| | | | | | | **Digital Evidence Management Total** | $196,500.00 | $0.00 | $196,500.00 |
| **VIRTUAL REALITY** | | | | | | | | | |
| 102605 | VR Instructor Certification + Implementation (Inside Sales) | 1 | — | — | $3,500.00 | $3,500.00 | $3,500.00 | $0.00 | $3,500.00 |
| | | | | | | **Virtual Reality Total** | $3,500.00 | $0.00 | $3,500.00 |
| | | | | | | | **SUBTOTAL** | **EST. TAX** | **TOTAL** |
| | **Total** | | | | | | $441,743.47 | $0.00 | $441,743.47 |

## DELIVERY SCHEDULE

**ESTIMATED SHIPPING DATE: Nov 15, 2026**

Shipping Location: **1030 95TH ST, BAY HARBOR ISLANDS, FL, 33154-2109, USA**

| HARDWARE | | QTY |
|---|---|---|
| 71019 | Axon Body - Dock Powercord - North America | 1 |
| 70033 | Axon Body - Dock Wall Mount - Bracket Assembly | 1 |
| 74028 | Axon Body - Mount - Wing Clip Rapidlock | 9 |
| 100466 | Axon Body 4 - Cable - USB-C to USB-C | 9 |
| 100147 | Axon Body 4 - Camera - First Responder Black Rapidlock US | 8 |
| 100775 | Axon Body 4 - Magnetic Disconnect Cable | 9 |
| 20018 | Axon TASER - Battery Pack - Tactical | 28 |
| 100591 | Axon TASER - Cleaning Kit | 1 |
| 74200 | Axon TASER - Dock - Six-Bay Plus Core | 1 |
| 80087 | Axon TASER - Target - Conductive Professional Ruggedized | 1 |
| 80090 | Axon TASER - Target Frame - Professional 27.5 in X 75 in | 1 |
| 100400 | Axon TASER 10 - Cartridge - Halt | 180 |
| 100401 | Axon TASER 10 - Cartridge - Inert | 250 |
| 100399 | Axon TASER 10 - Cartridge - Live | 380 |
| 102186 | Axon TASER 10 - Command Box | 1 |
| 100390 | Axon TASER 10 - Handle - Yellow Class 3R | 25 |
| 100611 | Axon TASER 10 - Holster - Safariland RH | 25 |
| 100394 | Axon TASER 10 - Magazine - Halt Training Blue | 4 |
| 100396 | Axon TASER 10 - Magazine - Inert Red | 25 |
| 101755 | Axon TASER 10 - Magazine - Live Duty Black | 25 |
| 101757 | Axon TASER 10 - Magazine - Live Training Purple | 25 |
| 101456 | Axon TASER 10 - Replacement Interposer Bucket | 2 |
| 101455 | Axon TASER 10 - Replacement Tool Kit - Interposer Bucket | 1 |
| 100748 | Axon VR - Controller - TASER 10 | 1 |
| 100122 | Axon VR - Headset - Battery | 1 |
| 101751 | Axon VR - Headset - HTC Focus Vision | 1 |
| 101123 | Axon VR - Holster - TASER 10 Safariland Gray - LH | 1 |
| 101122 | Axon VR - Holster - TASER 10 Safariland Gray - RH | 1 |
| 100126 | Axon VR - Tactical Bag | 1 |
| 100623 | Enhanced Hook-and-Loop Training (Halt) Suit (V2) | 1 |
| **SOFTWARE** | | **QTY** |
| V00024 | VR TASER Skills Plan | 25 |
| **SERVICES** | | **QTY** |
| 100751 | Axon TASER 10 - Replacement Access Program - Duty Cartridge | 25 |
| 102605 | VR Instructor Certification + Implementation (Inside Sales) | 1 |
| **WARRANTIES** | | **QTY** |

| | | |
|---|---|---|
| 80464 | Axon Body - TAP Warranty - Camera | 41 |
| 80465 | Axon Body - TAP Warranty - Multi-Bay Dock | 6 |
| 100942 | Axon Body 4 - Ext Warranty - Camera | 32 |
| 100943 | Axon Body 4 - Ext Warranty - Eight-Bay Dock | 6 |
| 80374 | Axon TASER - Ext Warranty - Battery Pack T7/T10 | 28 |
| 80396 | Axon TASER - Ext Warranty - Dock Six-Bay T7/T10 | 1 |
| 100704 | Axon TASER 10 - Ext Warranty - Handle | 25 |
| 100197 | Axon VR - Ext Warranty - Headset | 1 |
| 101007 | Axon VR - Ext Warranty - TASER Controller | 1 |

**ESTIMATED SHIPPING DATE: Dec 15, 2026**

Shipping Location: **1030 95TH ST, BAY HARBOR ISLANDS, FL, 33154-2109, USA**

| SOFTWARE | | QTY |
|---|---|---|
| 73682 | Axon Evidence - Auto Tagging License | 40 |
| 73840 | Axon Evidence - License - Basic | 38 |
| 73746 | Axon Evidence - License - Pro | 10 |
| 73478 | Axon Evidence - Redaction Assistant User License | 40 |
| 73683 | Axon Evidence - Storage - 10GB A La Carte | 68 |
| 73686 | Axon Evidence - Storage - Axon Device Unlimited | 40 |
| 101180 | Axon TASER - Data Science Program | 25 |
| 20248 | Axon TASER - Evidence.Com License | 26 |
| 101703 | Axon VR - User Access - TASER Skills | 25 |
| **SERVICES** | | **QTY** |
| 101193 | Axon TASER - On Demand Certification | 25 |

**ESTIMATED SHIPPING DATE: Nov 15, 2027**

Shipping Location: **1030 95TH ST, BAY HARBOR ISLANDS, FL, 33154-2109, USA**

| HARDWARE | | QTY |
|---|---|---|
| 100400 | Axon TASER 10 - Cartridge - Halt | 130 |

**ESTIMATED SHIPPING DATE: Nov 15, 2028**

Shipping Location: **1030 95TH ST, BAY HARBOR ISLANDS, FL, 33154-2109, USA**

| HARDWARE | | QTY |
|---|---|---|
| 100400 | Axon TASER 10 - Cartridge - Halt | 120 |

**ESTIMATED SHIPPING DATE: May 15, 2029**

Shipping Location: **1030 95TH ST, BAY HARBOR ISLANDS, FL, 33154-2109, USA**

| HARDWARE | | QTY |
|---|---|---|
| 73309 | Axon Body - TAP Refresh 1 - Camera | 41 |
| 73689 | Axon Body - TAP Refresh 1 - Dock Multi-Bay | 6 |
| 20373 | Axon VR - TAP Refresh 1 - Headset | 1 |
| 101012 | Axon VR - TAP Refresh 1 - TASER Controller | 1 |

**ESTIMATED SHIPPING DATE: Nov 15, 2029**

Shipping Location: **1030 95TH ST, BAY HARBOR ISLANDS, FL, 33154-2109, USA**

| HARDWARE | | QTY |
|---|---|---|
| 100400 | Axon TASER 10 - Cartridge - Halt | 130 |

**ESTIMATED SHIPPING DATE: Nov 15, 2030**

Shipping Location: **1030 95TH ST, BAY HARBOR ISLANDS, FL, 33154-2109, USA**

| HARDWARE | | QTY |
|---|---|---|
| 100400 | Axon TASER 10 - Cartridge - Halt | 120 |

**ESTIMATED SHIPPING DATE: Nov 15, 2031**

Shipping Location: **1030 95TH ST, BAY HARBOR ISLANDS, FL, 33154-2109, USA**

| HARDWARE | | QTY |
|---|---|---|
| 73310 | Axon Body - TAP Refresh 2 - Camera | 41 |
| 73688 | Axon Body - TAP Refresh 2 - Dock Multi-Bay | 6 |

## TERMS & CONDITIONS

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## TERMS AND CONDITIONS

Sourcewell Contract #101223-AXN is incorporated by reference into the terms and conditions of this Agreement.

**Acceptance of Terms:**

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## EXCEPTIONS TO TERMS AND CONDITIONS

**Term.** The parties agree that Section 2 "Term" of the Master Services and Purchasing Agreement included within Sourcewell Contract #101223-AXN is deleted in its entirety and replaced with the following:

**2. Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("Term"). All subscriptions begin on the date stated in the Quote and end upon completion of program or the subscription stated in the Quote ("Subscription Term").

Agency has existing contract(s) originated via Quote(s): Q-340722, Q-428951, Q-567899, Q-590180, Q-668847, Q-668855, Q-698322

Agency is terminating those contracts effective 12/15/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Transfer Balance of -$25,831.93

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Pending Billing - Q-567899 - 11/15/2026 - $3,907.84

Outstanding Invoice - INUS396314 - 11/15/2025 - $47,240.14 Outstanding Invoice - INUS396070 - 11/15/2025 - $2,414.82 Outstanding Invoice - INUS396053 - 11/15/2025 - $3,757.54 Outstanding Invoice - INUS396363 - 11/15/2025 - $3,094.82 Outstanding Invoice - INUS403859 - 12/15/2025 - $4,536.84

**Rewrite Estimates**

**Estimated Amounts and Contract Terminations.** Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

**Refresh Shipment Timing**

**Technology Assurance Plan (TAP) Refresh Prior to Renewal.** For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

**Shipment Timing**

**Shipment Variance** . Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

**Signature**

10/22/2026

**Date Signed**

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21



Sourcewell

**Solicitation Number: 101223**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21



## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

DocuSign Envelope ID: CB7601E9-C34C-4224-A447-0295D1527B21



- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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## 14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## 22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

| Sourcewell | Axon Enterprise, Inc. |
|---|---|
| DocuSigned by: Jeremy Schwartz C0FD2A139D06489... | DocuSigned by: 55DAEBB131A4424... |
| By: _____ | By: _____ |
| Jeremy Schwartz | Robert Driscoll |
| Title: Chief Procurement Officer | Title: Vice President Legal, Associate General Counsel |
| Date: 2/6/2024 \| 12:43 PM CST | Date: 2/6/2024 \| 11:02 AM MST |

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Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

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# Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

**fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

**7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

**7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

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and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

| **AXON**: | **AGENCY**: |
|---|---|
| Choose an item. | _____ |
| Signature: _____ | Signature: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

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## Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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## Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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## Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

| |
|---|
| **System set up and configuration**<br>• Instructor-led setup of Axon View on smartphones (if applicable)<br>• Configure categories and custom roles based on Agency need<br>• Register cameras to Agency domain<br>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access<br>• One on-site session included |
| **Dock configuration**<br>• Work with Agency to decide the ideal location of Docks and set configurations on Dock<br>• Authenticate Dock with Axon Evidence using admin credentials from Agency<br>• On-site assistance, not to include physical mounting of docks |
| **Best practice implementation planning session**<br>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies<br>• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management<br>• Provide referrals of other agencies using the Axon camera devices and Axon Evidence<br>• Recommend rollout plan based on review of shift schedules |
| **System Admin and troubleshooting training sessions**<br>Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence |
| **Axon instructor training (Train the Trainer)**<br>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations |
| **Evidence sharing training**<br>Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies |
| **End user go-live training and support sessions**<br>• Assistance with device set up and configuration<br>• Training on device use, Axon Evidence, and Evidence Sync |
| **Implementation document packet**<br>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide |
| **Post go-live review** |

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

| |
|---|
| **System set up and configuration (Remote Support)**<br>• Instructor-led setup of Axon View on smartphones (if applicable)<br>• Configure categories & custom roles based on Agency need<br>• Troubleshoot IT issues with Axon Evidence and Dock access |

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| |
|---|
| **Dock configuration**<br>• Work with Agency to decide the ideal location of Dock setup and set configurations on Dock<br>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency<br>• Does not include physical mounting of docks |
| **Axon instructor training (Train the Trainer)**<br>Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations |
| **End user go-live training and support sessions**<br>• Assistance with device set up and configuration<br>• Training on device use, Axon Evidence, and Evidence Sync |
| **Implementation document packet**<br>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide |

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

| |
|---|
| **System set up and configuration**<br>• Configure Axon Evidence categories & custom roles based on Agency need.<br>• Troubleshoot IT issues with Axon Evidence.<br>• Register users and assign roles in Axon Evidence.<br>• **For the CEW Full Service Package**: On-site assistance included<br>• **For the CEW Starter Package**: Virtual assistance included |
| **Dedicated Project Manager**<br>Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout |
| **Best practice implementation planning session to include:**<br>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies<br>• Discuss the importance of entering metadata and best practices for digital data management<br>• Provide referrals to other agencies using TASER CEWs and Axon Evidence<br>• **For the CEW Full Service Package:** On-site assistance included<br>• **For the CEW Starter Package:** Virtual assistance included |
| **System Admin and troubleshooting training sessions**<br>On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence |
| **Axon Evidence Instructor training**<br>• Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs.<br>• **For the CEW Full Service Package:** Training for up to 3 individuals at Agency<br>• **For the CEW Starter Package:** Training for up to 1 individual at Agency |
| **TASER CEW inspection and device assignment**<br>Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence. |
| **Post go-live review**<br>**For the CEW Full Service Package**: On-site assistance included.<br>**For the CEW Starter Package**: Virtual assistance included. |

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

| |
|---|
| **Archival of CEW Firing Logs**<br>Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models. |

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| **Return of Old Weapons** |
|---|
| Axon's on-site professional service team will ship all old weapons back to Axon's headquarters.<br>Axon will provide Agency with a Certificate of Destruction |

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

| **System set up and configuration (Remote Support)** |
|---|
| • Instructor-led setup of Axon VR headset content<br>• Configure agency settings based on Agency need<br>• Troubleshoot IT issues with Axon VR headset |
| **Axon instructor training (Train the Trainer)** |
| Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations |
| **Classroom and practical training sessions** |
| Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices |

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

| **System set up and configuration (Remote Support)** |
|---|
| • Instructor-led setup of Axon Air App (ASDS)<br>• Configure agency settings based on Agency need<br>• Configure drone controller<br>• Troubleshoot IT issues with Axon Evidence |
| **Axon instructor training (Train the Trainer)** |
| Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations |
| **Classroom and practical training sessions** |
| Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices |

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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## Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.

2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").

4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.

6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.

7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

   9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

   9.2. Axon will not and has no obligation to provide the Upgrade Models.

   9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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## TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth ($6^{th}$) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

| **Agency Size** | **Days to Return from Start Date of TASER 7 Subscription** |
|---|---|
| Less than 100 officers | 30 days |
| 100 to 499 officers | 90 days |
| 500+ officers | 180 days |

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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## TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

| **Agency Size** | **Days to Return from Start Date of TASER 10 Subscription** |
|---|---|
| Less than 100 officers | 60 days |
| 100 to 499 officers | 90 days |
| 500+ officers | 180 days |

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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## Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

    4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

    4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

    4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

    4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

    4.5. Promptly install and implement any software updates provided by Axon;

    4.6. Ensure that all appropriate data backups are performed;

    4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

    4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

    4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

    4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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## Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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## Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

**1.** **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

    5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

**6.** **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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## Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

**1.** **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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## Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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## Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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## Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.

2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;

   3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;

   3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;

   3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;

   3.5. use trade secret information contained in Axon Evidence Local;

   3.6. resell, rent, loan or sublicense Axon Evidence Local;

   3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or

   3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.

4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

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## Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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## Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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## Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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## VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

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## Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   **2.1.** A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   **2.2.** Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   **2.3.** The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   **2.4.** The Full-Time TAM **Service options are listed below:**

| |
|---|
| **Ongoing System Set-up and Configuration**<br>Assisting with assigning cameras and registering docks<br>Maintaining **Agency's Axon Evidence account**<br>Connecting Agency to "Early Access" programs for new devices |
| **Account Maintenance**<br>Conducting on-site training on new features and **devices for Agency leadership team(s)**<br>Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**<br>Conducting weekly meetings to cover current issues and program status |
| **Data Analysis**<br>Providing on-demand Axon usage data to identify trends and insights for improving daily workflows<br>Comparing **Agency's Axon usage and trends to peers to establish best practices**<br>Proactively monitoring the health of Axon equipment and coordinating returns when needed |
| **Direct Support**<br>Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices<br>Proactively monitoring the health of **Axon equipment**<br>Creating and monitoring RMAs **on-site**<br>Providing Axon app support<br>Monitoring and testing new firmware and workflows before they are released to Agency's production environment |
| **Agency Advocacy**<br>Coordinating bi-**annual voice of customer meetings with Axon's Device Management team**<br>Recording and tracking Agency feature requests and major bugs |

3. **Regional TAM Scope of Services**

   **3.1.** A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   **3.2.** There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   **3.3.** The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   **3.4.** The Regional TAM service options are listed below:

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| |
|---|
| **Account Maintenance**<br>Conducting remote training on new features and **devices for Agency's leadership**<br>Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**<br>Conducting weekly conference calls to cover **current issues and program status**<br>Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices |
| **Direct Support**<br>**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**<br>Creating and monitoring RMAs remotely |
| **Data Analysis**<br>Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**<br>Comparing an **Agency's Axon usage and trends to peers to establish best practices**<br>Proactively monitoring the health of Axon equipment and coordinating returns when needed |
| **Agency Advocacy**<br>Coordinating bi-yearly Voice of **Agency meetings with Device Management team**<br>Recording and tracking Agency feature requests and major bugs |

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

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## Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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## My90 Terms of Use Appendix

**Definitions**.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

**2.** **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

**3.** **IP address**. Axon will not store survey respondents' IP address.

**4.** **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

**5.** **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

**22. My90 Restrictions.** Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

# RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

### Vendor Details

| | |
|---|---|
| Company Name: | Axon Enterprise, Inc. |
| Does your company conduct business under any other name? If yes, please state: | AZ |
| Address: | 17800 N. 85th Street<br>Scottsdale, Arizona 85255 |
| Contact: | Sales Ops |
| Email: | contracts@axon.com |
| Phone: | 480-905-2000 |
| Fax: | 480-991-0791 |
| HST#: | 86-0741227 |

### Submission Details

| | |
|---|---|
| Created On: | Wednesday August 30, 2023 10:37:47 |
| Submitted On: | Wednesday October 11, 2023 15:09:59 |
| Submitted By: | Sales Ops |
| Email: | contracts@axon.com |
| Transaction #: | af6bb863-0ce1-46b3-8191-7a3da35d0e85 |
| Submitter's IP Address: | 69.207.124.95 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Axon Enterprise, Inc. | * |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities:<br>• Axon Enterprise Holding Company, LLC, organized in the United States<br>• Vievu, LLC, organized in the United States<br>• Dextro, Inc., organized in the United States<br>• Familiar Inc., organized in the United States<br>• Mediasolv Solutions Corporation, organized in the United States<br>• Axon Public Safety B.V., organized in the Netherlands<br>• TASER Holland B.V., organized in the Netherlands<br>• Axon Public Safety Canada, organized in Canada<br>• Axon Public Safety U.K. Limited, organized in the United Kingdom<br>• Axon Public Safety Australia Pty Ltd., organized in Australia<br>• Axon Public Safety Germany SE, organized in Germany<br>• Axon Public Safety Southeast Asia LLC, organized in Vietnam<br>• Axon Public Safety Finland Oy, organized in Finland<br>• Axon Public Safety India Private Limited, organized in India<br>• Axon Public Safety Hong Kong Limited, organized in Hong Kong<br>• Axon Enterprise Italia S.r.l., organized in Italy | * |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Axon Enterprise, Inc. is also referred to as Axon. | * |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | TBW7MGPYURM7 | * |
| 5 | Proposer Physical Address: | 17800 N. 85th St.<br>Scottsdale, AZ 85255-6311 | * |
| 6 | Proposer website address (or addresses): | http://www.axon.com | * |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Robert Driscoll<br>17800 N. 85th St.<br>Scottsdale, AZ 85255-6311<br>bobby@axon.com<br>1-408-502-6257 | * |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Kenneth Maum<br>17800 N. 85th St.<br>Scottsdale, AZ 85255-6311<br>kmaum@axon.com<br>1-315-251-5882 | * |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Ashley Forbrich<br>17800 N. 85th St.<br>Scottsdale, AZ 85255-6311<br>aforbrich@axon.com<br>1-301-356-5253 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| | | | |
|---|---|---|---|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon.<br><br>Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing.<br><br>All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are:<br><br>BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing.<br><br>AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination.<br><br>WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity.<br><br>OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow.<br><br>JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision.<br><br>EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback. | * |
| 11 | What are your company's expectations in the event of an award? | If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers. | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Axon is a public company and our latest annual report (2022) is attached.<br><br>Expected annual revenue for 2023 is approximately $1.5B USD.<br><br>Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base.<br><br>Further information can be obtained at: https://investor.axon.com/. | * |
| 13 | What is your US market share for the solutions that you are proposing? | Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment.<br><br>For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%. | * |

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| 14 | What is your Canadian market share for the solutions that you are proposing? | Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment.<br><br>Canada is not separately tracked, but generally mirrors the US.<br><br>For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%. | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | Axon has never petitioned for bankruptcy protection. | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | a) N/A<br>b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally.<br>Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products | * |

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| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence.<br>• CJIS Compliant<br>• ISO/IEC 27001:2013 Certified - Information Security Management Standards<br>• ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud<br>• CALEA Standard 17.5.4 Compliant<br>• SOC 2+ Report<br>• Cloud Security Alliance - CSA STAR Attestation (Level Two)<br>• Cloud Security Alliance - CSA STAR Self-Assessment (Level One)<br>• FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level.<br><br>Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation.<br><br>AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards.<br>• UL1642<br>• UL2054<br>• IEC 62133 AXON<br><br>FLEET<br>• The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947.<br>• Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States.<br>• Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant.<br>• Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006.<br>• The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054.<br>• Axon Fleet batteries are UL 1642 compliant.<br><br>QUALITY ACCREDIDATIONS MANUFACTURING<br>• ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards.<br>• ISO 14001 - Environmental<br>INFORMATION SECURITY<br>• ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application. | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Axon has not been suspended or disbarred in the past ten years. | * |

## Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
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| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | • Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon<br>• In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience.<br>• Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019.<br>• In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more. | * |
| 20 | What percentage of your sales are to the governmental sector in the past three years | 50% | * |
| 21 | What percentage of your sales are to the education sector in the past three years | 4% | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | • Sourcewell Contract #010720 AXN: $775M+<br>• Texas BuyBoard 603-20 (CEW only): $15M+<br>• City of Charlotte CCPA Contract 2022000665: $25M+<br>• League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+<br>• New York State Police Contract No. PA01857: $595K+<br>• State of Arizona No. BPM002192/CTR049284-1: $10M+<br>• State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+<br>• State of Kansas Contract No. 42523: $4M+<br>• State of Michigan Contract No. 071B4300067: $4M+<br>• State of Minnesota Contract 199111: $1M+<br>• State of New Jersey T0106/17-FLEET-00738: $95M+<br>• State of Oregon CEW Contract No. 8913: $400K+<br>• State of Pennsylvania Contract No. 4400019257: $18M+<br>• Washington State DES Contract No. 04220 for CEW: $960K+<br>Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years. | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | Axon does not hold any GSA contracts. | * |

## Table 4: References/Testimonials

**Line Item 24**. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Burbank Police Department, California | Jason Miller | 1-818-238-5096 | * |
| Gilbert Police Department, Arizona | Noah Baker | 1-480-635-7326 | * |
| Avondale Police Department, Arizona | Lt. Mathew Hintz | 1-623-333-7302 | * |

### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| Fort Worth Police Department | Government | Texas - TX | Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms | Approximately $200K - $66M | Approximately $68M+ | * |
| Fort Bend County Sheriff's Office | Government | Texas - TX | 483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP | Approximately $50K – $17M | Approximately $22M+ | * |
| Manatee County Sheriff's Office | Government | Florida - FL | 550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited | Approximately $1M – $3M | Approximately $17M+ | * |
| Travis County Sheriff's Office | Government | Texas - TX | 287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room | Approximately $100K – $13M | Approximately $15M+ | * |
| Grand Prairie Police Department | Government | Texas - TX | OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users | Approximately $19K – $12M | Approximately $14M+ | * |

### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
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| 26 | Sales force. | Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada.<br><br>Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction.<br><br>Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed.<br><br>All sales representatives have access to the Sourcewell contract via our Salesforce system.<br><br>Our hiring process is designed to find the highest caliber employees to help us achieve our mission.<br><br>We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement.<br><br>Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews.<br><br>During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf.<br><br>If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon).<br><br>If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement.<br><br>The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come. | * |
| 27 | Dealer network or other distribution methods. | Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors. | * |

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| 28 | Service force. | Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support.<br><br>Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices.<br><br>REPAIR (RMA) DEPARTMENT<br>The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge.<br>RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy.<br><br>CUSTOMER SUCCESS MANAGERS (CSM)<br>Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed. | * |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products.<br><br>The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce.<br><br>Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell. | * |

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| 30 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com.<br><br>Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem.<br><br>Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity.<br><br>The following describes our levels of support available by tiers (based on the nature and criticality of the issue):<br>TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS<br>• Frequently asked questions (FAQs)<br>• Product navigation<br>• Feature clarification<br>• Standard queries<br>• Assistance with known solutions<br>TIER 2 TECHNICAL SUPPORT<br>• Advanced Product trouble shooting<br>• Advanced Axon Evidence Configuration<br>• Any Escalated issues from Tier 1 support<br>TIER 3 ENGINEERING SUPPORT<br>• Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day.<br><br>The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks.<br>Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month.<br><br>Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner. | * |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | Axon is willing to provide all included products and services to Sourcewell participating entities in the United States. | * |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | Axon is willing to provide all included products and services to Sourcewell participating entities in Canada. | * |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | There are no restricted areas in the United States or Canada for the proposed contract. | * |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Axon will serve any participating sectors for the proposed contract. | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
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| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism.<br><br>Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell.<br><br>Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative.<br><br>We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com).<br><br>We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003. | * |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership.<br><br>In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation.<br><br>Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes.<br><br>Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers. | * |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative.<br><br>Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract. | * |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders.<br><br>The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency.<br><br>We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices.<br><br>After the order is placed, it is processed as any other order would.<br><br>The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
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| 40 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Training is a standard part of all Axon programs and is included in the base cost of the program.<br>Training Overview<br>Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training.<br>We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase.<br>Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below.<br>Training Materials<br>Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.<br>Additional curriculum and support materials include, but are not limited to:<br>Job Aids<br>E-Learning Certification Programs<br>Video Training Demonstrations<br>Software Simulations<br>Enrollment for Virtual Classes<br>Recordings of Previous Classes and Demonstrations<br>Sample Lesson Plans<br>Key User Training (Train the Trainer)<br>End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified.<br>This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.<br>System Administration Training<br>System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings.<br>Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.<br>Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.<br>Axon Evidence User Training<br>If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.<br>Recommended Class Structure / Training Plan<br>Under this project, Axon will provide the following training classes:<br>One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions.<br>One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions.<br>One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.<br>Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.<br>The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.<br>Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.<br>While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers.<br>Additional Training Resources and Continued Learning | * |

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| | | Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.<br>Within Axon Academy, there are three different ways to learn:<br>ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users<br>VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor<br>CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).<br>Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands. | |
| 41 | Describe any technological advances that your proposed products or services offer. | Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond.<br>Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.<br>This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.<br>A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.<br>A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.<br>These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.<br>Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.<br><br>ALPR<br>INTEGRATED ALPR OVERVIEW<br>Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities.<br>Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR.<br>There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes.<br><br>HOTLISTS<br>The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories:<br>A list of license plates or vehicles known to be stolen<br>A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc.<br>A list of license plates or vehicles with administrative issues such as unpaid vehicle | * |

registration, unpaid traffic fines, etc.
Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected.

ALPR DETECTION
Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off.
The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h).
Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage.

ALPR ALERTS
Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows.
Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition.
Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert.
Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system.

RESPONDING TO ALPR ALERTS
Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.
Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.

FLOCK ALPR INTEGRATION
Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.

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| 42 | Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including<br>U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001.<br><br>Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors.<br><br>Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible.<br>Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity.<br>5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible.<br>Examples are:<br>• Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product<br>• Replacing the gluing system with a less hazardous two-component epoxy<br><br>In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable.<br>• Use of corrugated materials exceeding 35% post-consumer recycled content<br>• Use of other packaging materials that contain recycled content and are recyclable in most local programs<br>• Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable<br>• We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering<br>• To minimize packaging waste on larger orders, ‘bulk packaging’ was developed<br>• We also employ packaging take-back services and shipping carton return<br>• We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following.<br>• Corrugated boxes are broken down and processed for recycling<br>• Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives<br>• Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment.<br>• We are compliant with laws pertaining to | * |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Axon is certified to ISO 14001.<br><br>Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there. | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Axon does not hold any WMBE, SBE, or veteran-owned business certifications. | * |

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| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe.<br>Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include:<br>• London Metropolitan Police Service, London UK<br>• Los Angeles, CA Police Department<br>• Calgary Police Service, AB<br>• Charlotte-Mecklenburg, NC Police Department<br>• Fort Worth, TX Police Department<br>• Dallas, TX Police Department<br>• San Diego, CA Police Department<br>• Baltimore City, MD Police Department<br>• Baltimore County, MD Police Department<br>• Memphis, TN Police Department<br>• Washington, DC Metropolitan Police Department<br>• Denver, CO Police Department<br>• Cincinnati, OH Police Department<br>• Atlanta, GA Police Department<br>Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions.<br>As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations.<br>• The International Association of Chief of Police (IACP)<br>• The Major City Sheriff's Association (MCSA)<br>• The National Organization of Black Law Enforcement Executives (NOBLE)<br>• The FBI National Academy Associates (FBINAA)<br>Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support.<br>Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes:<br>• Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues<br>• Fulfilling hardware refreshes and deployment of new equipment<br>• Conducting Quarterly Business Reviews with customers<br>• Identifying important customer feature requests<br>Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day. | * |

## Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
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| 46 | Do your warranties cover all products, parts, and labor? | Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA).<br>NON-AXON MANUFACTURED PRODUCTS<br>For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request. | * |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | Restrictions are outlined in our warranty, which has been included in the uploaded attachments . | * |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs. | * |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency. | * |
| 50 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer.<br><br>Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS. | * |
| 51 | What are your proposed exchange and return programs and policies? | Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details. | * |
| 52 | Describe any service contract options for the items included in your proposal. | Please refer to the included MSPA. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
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| 53 | Describe your payment terms and accepted payment methods. | Payment terms are Net 30. | * |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved. | * |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response." | * |
| 56 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | Axon can process via P-card if necessary but prefers ACH payments whenever possible. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 57 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail. | * |
| 58 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section.<br>Quantity: 1<br>• Customer Discount % off MSRP: 0.00%<br>Quantity: 2-99<br>• Customer Discount % off MSRP: 1.00%<br>Quantity: 100-249<br>• Customer Discount % off MSRP: 3.00%<br>Quantity: 250-499<br>• Customer Discount % off MSRP: 5.00%<br>Quantity: 500-999<br>• Customer Discount % off MSRP: 7.00%<br>Quantity 1000+<br>• Customer Discount % off MSRP: 10.00% | * |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | See question 58. | * |
| 60 | Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request. | Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis. | * |
| 61 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | All standard costs, such as those for professional services like installation and training, are included in standard pricing. | * |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Freight, shipping and delivery are included in our costs. | * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | Freight, shipping and delivery are included in our costs. | * |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Axon offers expedited shipping upon request. | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 65 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | A detailed price list is attached. |

### Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 66 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in.<br><br>A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly.<br><br>Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for.<br><br>The collected information is used to calculate the administrative fees owed to Sourcewell. | * |
| 67 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Axon will track the following internal metrics to measure success with the contract:<br>• The number of agencies who utilize the cooperative<br>• The dollar amount of sales associated with the cooperative<br>• The Length of time it takes to update the contract after new products/services are announced by Axon. | * |
| 68 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | Axon proposes 1.05% on all equipment, products and services to all participating entities. | * |

### Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
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| 69 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments.<br><br>Capturing Evidence<br>Axon Body 4<br>The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both.<br>Camera Features and benefits<br>A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.<br>A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage.<br>A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files<br>A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to | |

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. *

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence’s audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
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Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

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| 70 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | For video surveillance, our products generally fall into the categories of:<br><br>- Body-worn cameras<br>- In-vehicle camera solutions<br>- Interview Room solutions<br>- Digital Evidence Management Systems | * |

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
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| 71 | Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices. | (•) Yes<br>( ) No | Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached.<br>The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second.<br>Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts.<br>Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth.<br>The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. | * |
| 72 | Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services. | (•) Yes<br>( ) No | Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two | |

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| | | | cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup.<br>Axon can build custom interview rooms to meet your specific needs. Available options include:<br>Overt and Covert Cameras<br>Covert Camera Enclosures<br>Microphones<br>Physical or Virtual Recording Servers<br>Touch Panels<br>Software application for workstations<br>POE Switches<br>Point-to-zoom cameras<br>In-room remote viewing indicator lights<br>Motion-detector camera activation<br>Button-Push / Toggle switch camera activation<br>Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case.<br>The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review.<br>Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected.<br>Features and benefits<br>REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud<br>A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording<br>A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage | * |

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| 73 | Video capable threat and weapons detection. | (•) Yes<br>( ) No | The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search. | * |
| 74 | Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters. | (•) Yes<br>( ) No | Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors.<br><br>Certain Axon Interview cameras can be configured to activate based on motion. | * |

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| 75 | Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above. | (●) Yes<br>( ) No | Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence.<br>Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.<br>Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around.<br>After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.<br>Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence.<br>Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.<br>Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. | * |

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| 76 | Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses. | (•) Yes<br>( ) No | Docking stations<br>The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes.<br>Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications.<br>Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock.<br>Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC.<br>Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible.<br><br>Mounts<br>The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second.<br>Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options.<br>Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts.<br>Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With | |

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| | | | either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth.<br>The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.<br><br>Axon Body 4 Point of View Module<br>The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective.<br>When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu.<br><br>Axon Body 4 Quick Disconnect Charger<br>While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source.<br>The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging. | |
| 77 | Services complementary to the offering above, including training, installation, and administration of warranty programs. | (•) Yes<br>( ) No | A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems.<br>Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and | |

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| | | | support experience.<br>With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources.<br>By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques.<br>Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes.<br>When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises.<br><br>At the beginning of each program, we meet with customers to define requirements and outline a project schedule.<br>Our programs typically include items required to:<br>Migrate your existing data;<br>Establish integrations with your current platforms as defined in the requirements;<br>Build and deliver your solutions;<br>Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and | | |

managing all body-worn LTE data plans.

Create your initial configuration in Axon Evidence;

Train your administrators;

Install your in-car cameras and,

Provide long term support.

Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule.

These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning.

Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems.

The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations.

Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies.

POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies.

FIELD TRAINING OFFICERS – Officers who represent the end users of the devices.

EVIDENCE CUSTODIANS –

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| | | | Including those who will be responsible for digital evidence sharing is key.<br>LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in.<br>Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence.<br>First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task.<br>When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out.<br>While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements.<br>This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system.<br>These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements.<br><br>For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value.<br>Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may | | |

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| | | | classify evidence as “Evidence Type” whereas in your CCTV system you may classify evidence as “Offense”. Axon’s migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence.<br>Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence.<br>Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired.<br>Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence.<br>Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition.<br><br>Training<br>Training Overview<br>Axon’s training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training.<br>We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase.<br>Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below.<br>Training Materials<br>Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence | | |

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| | | | Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist.<br>Additional curriculum and support materials include, but are not limited to:<br>Job Aids<br>E-Learning Certification Programs<br>Video Training Demonstrations<br>Software Simulations<br>Enrollment for Virtual Classes<br>Recordings of Previous Classes and Demonstrations<br>Sample Lesson Plans<br>Key User Training (Train the Trainer)<br>End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance.<br>System Administration Training<br>System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR.<br>Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users.<br>Axon Evidence User Training<br>If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance.<br>Recommended Class Structure / Training Plan<br>Under this project, Axon will provide the following training classes:<br>One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions.<br>One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these | |

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.

Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

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| | | | experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.<br><br>Fleet 3 Installation<br>Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed.<br>The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention.<br>Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling.<br>During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind.<br>Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin.<br>The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position.<br>The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be | | |

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support
In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.
We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.
We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.
Customer Success Manager
We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.
As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.
24/7/365 Technical Support
Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

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| | | | troubleshooting are also included.<br>If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement.<br>RMA Process<br>If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily.<br>Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost. | |

**Table 15: Industry Specific Questions**

| Line Item | Question | Response * | |
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| 78 | Describe the security features of your proposed solutions in relation to data security. | Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI).<br>Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.<br>Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met.<br>All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES.<br>The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution.<br>Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include:<br>ISO/IEC 27001:2013 Certified - Information Security Management Standards<br>ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls | |

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools. *
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

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| 79 | Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products. | As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms.<br>Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements.<br>With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system.<br>To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click.<br><br>Interview Room<br>Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues.<br><br>Axon Body Worn Cameras<br>Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered.<br>The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution).<br>The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution).<br><br>Axon Performance<br>Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.<br>Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.<br>Please see the attached solution overview for more information.<br><br>Auto-transcription<br>As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient. |

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| 80 | Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems. | Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities.<br><br>Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display.<br><br>Integration with CAD/RMS<br>Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention.<br>Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system.<br>With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field.<br>On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration.<br>Axon supplies a .NET 4.0 service “Integrator Application” on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file.<br>Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging.<br>When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched. |

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| 81 | Describe how your system allows for secured sharing of videos - file sharing systems. | Sharing Evidence<br>Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts.<br>Sharing with Outside Agency Axon Evidence Users<br>Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials.<br>As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable.<br>When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence.<br>Sharing With Non-Axon Evidence Users<br>A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence.<br>All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account.<br>There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally.<br><br>Data Export<br>Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity. |
| 82 | Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements. | Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI).<br>Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. |

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

**Ensure your submission document(s) conforms to the following**:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum_11_RFP_101223_Public_Safety_Surveillance** Thu October 5 2023 08:32 AM | ☑ | 3 |
| **Addendum_10_RFP_101223_Public_Safety_Surveillance** Mon October 2 2023 03:56 PM | ☑ | 1 |
| **Addendum_9_RFP_101223_Public_Safety_Surveillance** Tue September 26 2023 03:16 PM | ☑ | 1 |
| **Addendum_8_RFP_101223_Public_Safety_Surveillance** Thu September 21 2023 04:09 PM | ☑ | 1 |
| **Addendum_7_RFP_101223_Public_Safety_Surveillance** Thu September 21 2023 07:35 AM | ☑ | 1 |
| **Addendum_6_RFP_101223_Public_Safety_Surveillance** Wed September 20 2023 12:49 PM | ☑ | 1 |
| **Addendum_5_RFP_101223_Public_Safety_Surveillance** Mon September 18 2023 03:49 PM | ☑ | 1 |
| **Addendum_4_RFP_101223_Public_Safety_Surveillance** Fri September 15 2023 10:52 AM | ☑ | 1 |
| **Addendum_3_RFP_101223_Public_Safety_Surveillance** Tue September 5 2023 03:47 PM | ☑ | 1 |
| **Addendum_2_RFP_101223_Public_Safety_Surveillance** Fri August 25 2023 01:53 PM | ☑ | 2 |
| **Addendum_1_RFP_101223_Public_Safety_Surveillance** Fri August 25 2023 11:11 AM | ☑ | 2 |

Docusign Envelope ID: B1E3F23E-689D-488C-8255-0EB13BEC2BC7

# AMENDMENT #1
# TO
# CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 101223-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

**Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.**

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

# AMENDMENT #2
# TO
# CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier's product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

a. Appendix for AI Technology
b. Dedrone Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sourcewell**

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/11/2025 | 10:31 PM CDT

**Axon Enterprise, Inc. and its Canadian affiliate Axon Public Safety Canada, Inc.**

Signed by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel

Date: 5/7/2025 | 2:44 PM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

# AMENDMENT #3
# TO
# CONTRACT #101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (101233-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

The Parties wish to incorporate further changes into the Contract in order to add additional products and services.

The Parties therefore agree as follows:

The attached and incorporated appendices are hereby replaced in their entirety within the Contract: ALPR Appendix (replacing Axon Fleet Appendix).

Except as amended, the Contract remains in full force and effect.

**Sourcewell**

Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 4:12 PM CDT

**Axon Enterprise, Inc.**

Signed by: 55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 8/14/2025 | 11:27 AM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

# AXON ALPR APPENDIX

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

**Customer Responsibilities.**

1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

**Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

1. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.
2. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
3. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

**Axon Fleet Specific Terms.**

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its

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partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

**Axon Outpost Specific Terms.**

1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

**Axon Lightpost Specific Terms.**

1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

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2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

**Wireless Offload Server.**

1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

**WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

1. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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# AMENDMENT #4
# TO
# CONTRACT #101223-AXN

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (#101223-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

Supplier has requested to update an Appendix to the Contract.

Now Therefore, the Parties agree as follows:

Exhibit A of the Contract is amended to incorporate the following into the Axon Master Services and Purchasing Agreement, Axon Cloud Services Terms of Use Appendix:

1. **Carbyne Products and Services**

1.1. **Privacy Policy.** Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: https://carbyne.com/app-privacy-policy/ and is incorporated into this Agreement by reference.

1.2. **Data Retention and Storage.** Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

1.3. **Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

2. **Prepared Products and Services.**

2.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for prepared products prior to the execution of the SOW.

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2.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assist Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

Except as amended by this Amendment, the Contract remains in full force and effect.

**Sou** Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating and Procurement Officer

Date: 3/11/2026 | 7:54 PM CDT

**Axo** Signed by: Robert Driscoll 55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 3/12/2026 | 10:51 AM MST

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**
**RESOLUTION NO. 2026-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A FIVE-YEAR RENEWAL AGREEMENT WITH AXON ENTERPRISE, INC. FOR THE POLICE DEPARTMENT BODY-WORN CAMERA AND TASER PROGRAM UTILIZING SOURCEWELL COOPERATIVE PURCHASING CONTRACT NO. 101223-AXN; FINDING THE PROCUREMENT EXEMPT FROM COMPETITIVE BIDDING REQUIREMENTS PURSUANT TO THE TOWN CODE; AUTHORIZING EXPENDITURES IN AN AMOUNT NOT TO EXCEED $441,743.47; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town Police Department utilizes body-worn cameras and conducted energy devices as part of its public safety operations;

**WHEREAS**, the existing agreement for the Body-Worn Camera and Taser Program is nearing expiration and requires renewal;

**WHEREAS**, Axon Enterprise, Inc. has offered a sixty (60) month renewal agreement commencing December 15, 2026, for equipment, software, licensing, warranty coverage, training and support;

**WHEREAS**, the agreement provides replacement body-worn cameras, additional equipment to accommodate staffing needs, and technology upgrades in accordance with the agreement terms;

**WHEREAS**, the total amount of the agreement is $441,743.47 over a five-year period and funding is available through the General Capital Projects Fund;

**WHEREAS**, the Town Council finds that the procurement is exempt from competitive bidding requirements pursuant to the cooperative purchasing provisions of the Town Code through Sourcewell Contract No. 101223-AXN; and

**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 incorporated herein.

**Section 2. Approval.** The five-year renewal agreement with Axon Enterprise, Inc. for the Police Department Body-Worn Camera and Taser Program is approved.

**Section 3. Authorization.** The Town Manager is authorized to execute the agreement and related documents, subject to approval as to form by the Town Attorney.

**Section 4. Procurement Exemption.** The procurement is determined to be exempt from competitive bidding requirements through Sourcewell Cooperative Purchasing Contract No. 101223-AXN.

**Section 5. Funding.** Expenditures under the agreement are authorized in an amount not to exceed $441,743.47.

**Section 6. Implementation.** Town officials are authorized to take all actions necessary to implement this Resolution.

**Section 7. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Bay Harbor Islands, Florida, on _____, 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 | _____ |

**TOWN OF BAY HARBOR ISLANDS**

By: _____
Issac Salver
Mayor

**ATTEST:**

_____
Evelyn Herbello, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
McCarter & English LLP
Tania Cruz-Gimenez
Town Attorney

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 11.8
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution renewing the Bridge Insurance for FY 2026/2027. Town Manager.

---

**Suggested Action:** – Renewal of the Bridge Insurance for the FY2627. Insurance carrier has reduced from the annual premium for 2026-2027 compared to 2025-2026. Insurance carrier will be solely handled by Lloyd's of London and the coverage to include the TRIA (Terrorism Risk Insurance Act) policy for terrorism and sabotage for total premium not to exceed $417,654.00 in FY2026/27.

**Description/Background** – The Town of Bay Harbor Islands requires bridge insurance because covenants relating to outstanding debt on the Shepard Broad Causeway require that it be insured. The property insurance policy renews yearly for the October 1st thru September 30th plan year. For over 19 years, Brown & Brown has handled the insurance policy for the Causeway. The market for bridge insurance is extremely limited.

Our broker, Bill Wilson, approached several insurance companies, including our incumbent carriers – Lloyds of London Insurance Company for quotes. (Note: Florida League of Cities / FMIT does not provide coverage for bridges and the State of Florida's Division of Risk Management does not have any programs to provide bridge insurance through "piggy-backing" with local governments.)

Property insurance premiums in Florida swing between a "soft market" (plenty of capacity and low premiums) to a "hard market" (where capacity is restricted) and rates increase. The current market has "softened" even more than the previous year covering 2025-2026.

This year we will continue with the same carrier, Lloyds of London Insurance Company, solely. The softened market provided our broker the opportunity to secure us the ability to increase the
loss limit on the bridge from $6,000,000 to $7,500,000.00. Additionally, this year again we will include the TRIA (Terrorism Risk Insurance Act) policy for terrorism and sabotage (provided by Evanston Insurance) which was added on from 2024 as a supplemental coverage.

As in previous years, coverage has been placed with Non-Admitted Carriers. These carriers,

while not regulated by the State of Florida, are financially rated by A.M. Best and are closely monitored by Brown & Brown. Bridge insurance is not a risk that a standard carrier would entertain.

While the attached proposal for bridge property renewal shows an expiration date of 10/01/26, the policy actually renews at midnight on 9/30/26.

It is requested that the Council approve our broker's recommendation for bridge property insurance with the incumbent carriers Lloyds of London Insurance Company, and the terrorism and sabotage coverage provided by Evanston Insurance Company for a total premium not to exceed $417,654.

FINANCIAL ANALYSIS:

The proposed property premium is $414,004, including fees, compared with $422,008 in FY2025/26. The terrorism and sabotage premium remains $3,650, including fees. The combined annual premium decreases from $425,658 to $417,654, a reduction of $8,004, or 1.88%.
In FY2026/27, the Town is proposing to increase the coverage limit from $6,000,000.00 (six million) to $7,500,000.00 (seven and half million) policy limit increase and to include the supplemental add-on of the terrorism and sabotage policy (policy limit of $15,280,000) as added on for the last two years of coverage. Last year, our premium, with supplement sabotage and terrorism coverage, totaled $422,008.

GL Line Item Number: 401.5415.400045.000 (Causeway Fund)
Total Amount Budgeted (for Bridge Policy only): $619,336.00
Encumbered Amount: $0
Balance Remaining: $619,336
Budget Impact:

| Name | Impact Date | Fund(s) | Account(s) | Project No.(s) | Amount Budgeted |
|---|---|---|---|---|---|
| Insurance Policy Premium | 10/01/2026 | Causeway Fund | 401.5415.400045.000 | Causeway Property Insurance Premium | $619,336.00 |

**ACTION / NEXT STEPS:**

Town Council to approve the FY2627 bridge property insurance with TRIA (Terrorism Risk Insurance Act) policy for terrorism and sabotage.

BHI Bridge Property Premium Comparison 26-27.pdf
BHI Bridge Property Proposal 26-27.pdf
BHI Bridge Insurance Resolution Item 11.9.docx

| | |
|---|---|
| **Covered Party:** | **Town of Bay Harbor Islands** |
| **Effective Date:** | **10/1/2026** |
| **Version Date:** | **8/26/2026** |

Brown & Brown

## PREMIUM AND COVERAGE COMPARISON

| | 2025/2026 | | | 2026/2027 | | | Changes in Exposures | |
|---|---|---|---|---|---|---|---|---|
| **LINE OF COVERAGE** | **LIMIT** | **DEDUCTIBLE/SIR** | **ANNUAL PREMIUM** | **LIMIT** | **DEDUCTIBLE/SIR** | **ANNUAL PREMIUM** | **2025/2026** | **2026/2027** |
| **Property/Bridge** | | | | | | | | |
| | **Lloyd's, StarStone** | | | **Lloyd's** | | | Bridge TIV Difference | |
| Total Insured Values | $ 15,280,000 | | $ 418,000 | $ 15,280,000 | | $ 410,000 | Exposure | $ - |
| All Other Perils | $ 6,000,000 | $ 50,000 | | $ 7,500,000 | $ 50,000 | | Difference | 0.00% |
| Named Windstorm | $ 6,000,000 | 5%/$250k minimum | | $ 7,500,000 | 5%/$250k minimum | | | |
| All Other Wind | | $ 100,000 | | | $ 100,000 | | Premium | $ (8,004) |
| Flood | $ 6,000,000 | $ 500,000 | | $ 7,500,000 | $ 500,000 | | Difference | -1.95% |
| Earthquake | $ 6,000,000 | $ 25,000 | | $ 7,500,000 | $ 25,000 | | | |
| | | | | | | | | |
| | | | | | | | | |
| Policy Fee | | | $ 4,000 | | | $ 4,000 | | |
| EMPA Fee | | | $ 8 | | | $ 4 | | |
| | | **Sub-Total** | **$ 422,008** | | **Sub-Total** | **$ 414,004** | | |
| **Terrorism & Sabotage:** | | | | | | | | |
| **Evanston** | | | | | | | | |
| Coverage Limit | $ 15,280,000 | $ - | $ 3,400 | $ 15,280,000 | $ - | $ 3,400 | | $ - |
| | | Policy Fee | $ 250 | | Policy Fee | $ 250 | Premium | |
| | | **Sub-Total** | **$ 3,650** | | **Sub-Total** | **$ 3,650** | Difference | 0.00% |
| **TOTAL PREMIUM** | | | **$ 425,658** | | | **$ 417,654** | Difference | -1.88% |
| | | | | | | | | $ (8,004) |

*This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.*

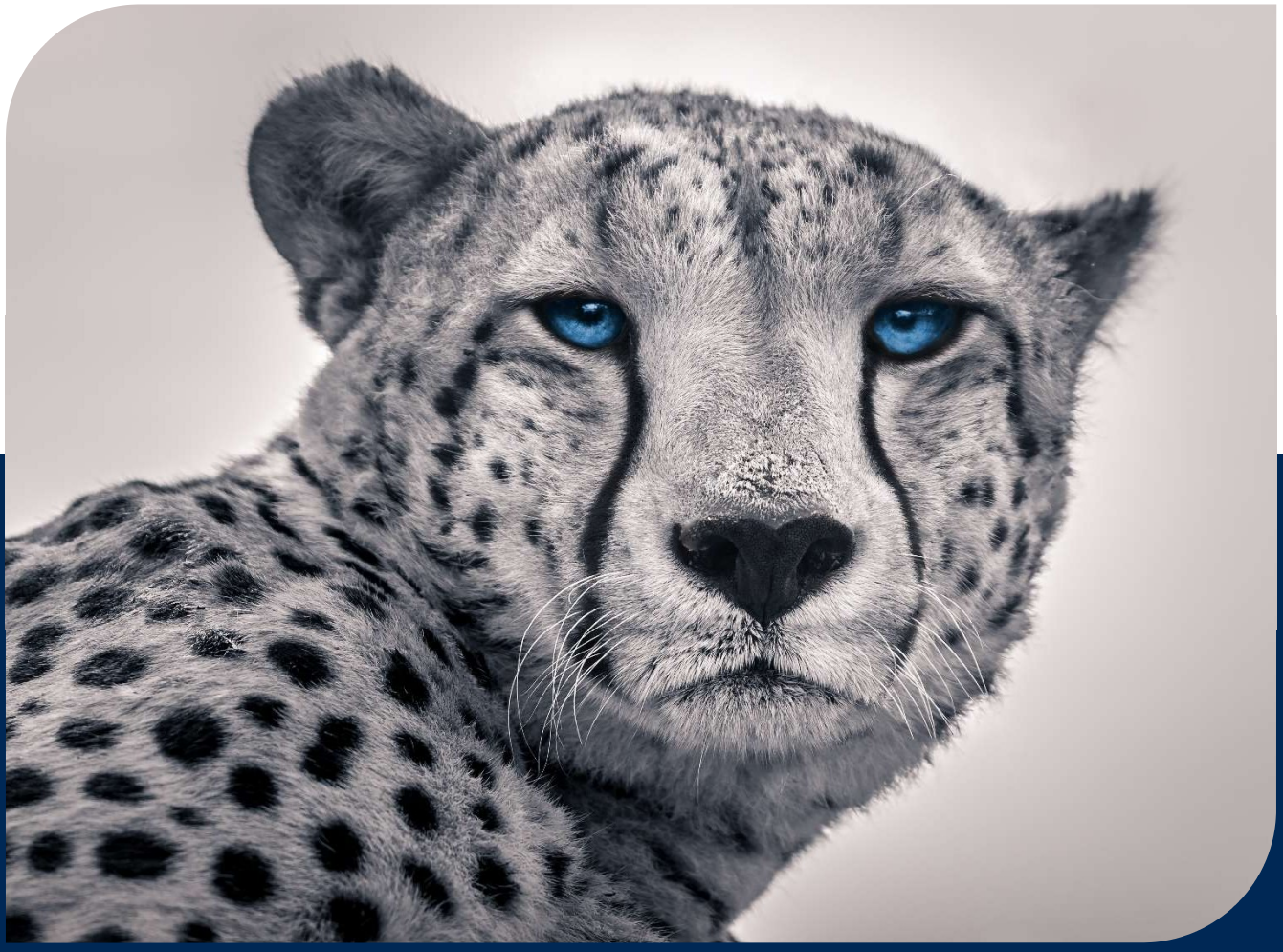
Brown & Brown

PUBLIC SECTOR

# Insurance Proposal for Bridge Property

## October 1, 2026 – October 1, 2027

TOWN OF BAY HARBOR ISLANDS



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## Our Story



The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their insurance programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.

- Dedicated service team working exclusively for Florida local governments in all capacities surrounding risk and human resources
- Access to highly experienced public entity resources including Claims Team, Panel Counsel, Loss Control, Disaster Planning and Recovery, and Risk Management Specialists.
- Only retail office in Florida 100% committed to Florida's public entities
- Brown & Brown, Public Sector currently represents over 200 of Florida's governmental entities
    - 22 Counties
    - 70 Cities
    - 20 Public Airports
    - 7 Public School Districts
    - State of Florida

# An Introduction to Your Service Team

| Account Executives | | |
|---|---|---|
| **Matt Montgomery**<br>Executive Vice President | (386) 239-7245 | Matt.Montgomery@bbrown.com |
| **Michelle Martin, CIC**<br>Senior Vice President / Public Risk Advisor | (386) 239-4047 | Michelle.Martin@bbrown.com |
| **Stephen Scullian, CPCU, ARM**<br>Senior Vice President / Insurance Broker | (386) 239-7211 | Stephen.Scullian@bbrown.com |
| **Justin Anselmo, CRIS**<br>Senior Vice President / Insurance Broker | (386) 239-8821 | Justin.Anselmo@bbrown.com |
| **Tiffany Hill, GBDS**<br>Vice President / Client Services Leader | (386) 281-6846 | Tiffany.Hill@bbrown.com |
| **Robin Russell, ARM-P, CISR, CSRM**<br>Vice President / Account Executive | (386) 239-4044 | Robin.Russell@bbrown.com |
| **Kyle Stoekel, ARM-P, CIC, CRM**<br>Public Risk Advisor | (386) 944-5805 | Kyle.Stoekel@bbrown.com |
| **Bill Wilson**<br>Public Risk Advisor | (386) 333-6058 | Bill.Wilson@bbrown.com |
| **Devyn Donley**<br>Public Risk Advisor | (386) 239-4070 | Devyn.Donley@bbrown.com |
| **Ethan Reedy**<br>Insurance Broker | (386) 239-7264 | Ethan.Reedy@bbrown.com |
| **Victoria "Tori" Reedy**<br>Executive Coordinator | (386) 239-4043 | Tori.Reedy@bbrown.com |
| **Service Representatives** | | |
| **Emily Bailey**<br>Public Risk Specialist | (386) 333-6085 | Emily.Bailey@bbrown.com |
| **Melody Blake, ACSR**<br>Senior Public Risk Specialist | (386) 239-4050 | Melody.Blake@bbrown.com |
| **Taylor Brodeur**<br>Public Risk Specialist | (386) 361-5225 | Taylor.Brodeur@bbrown.com |
| **Jessica Conway**<br>Public Risk & Claims Specialist | (386) 333-6001 | Jessica.Conway@bbrown.com |
| **Megan Feinberg**<br>Public Risk Specialist Assistant | (386) 281-6836 | Megan.Feinberg@bbrown.com |
| **Patricia "Trish" Jenkins, CPSR**<br>Senior Public Risk Specialist | (386) 239-4042 | Trish.Jenkins@bbrown.com |
| **Mallory Colucci**<br>Public Risk & Claims Specialist | (386) 800-1164 | Mallory.Colucci@bbrown.com |
| ***Certificate Requests:*** 179.certificates@bbrown.com<br>***Claim Reporting:*** 179.claims@bbrown.com | | |

***Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.***

# Property (Bridge) Pricing History

| Policy Term | TIV | Policy Limit | Premium | Rate | Carrier |
|---|---|---|---|---|---|
| 14-15 | $4,800,000 | $4,800,000 | $110,000 | $2.29 | Westchester |
| 15-16 | $14,000,000 | $5,000,000 | $188,370 | $1.34 | Westchester |
| 16-17 | $14,000,000 | $5,000,000 | $172,200 | $1.23 | Westchester |
| 17-18 | $14,000,000 | $5,000,000 | $159,600 | $1.14 | Westchester |
| 18-19 | $14,000,000 | $14,000,000 | $125,000 | $0.89 | AXIS |
| 19-20 | $14,000,000 | $5,000,000 | $110,000 | $0.78 | AXIS |
| 20-21 | $14,000,000 | $5,000,000 | $146,039 | $1.04 | AXIS |
| 21-22 | $14,000,000 | $5,000,000 | $225,508 | $1.61 | AXIS/StarStone |
| 22-23 | $14,000,000 | $5,000,000 | $349,262 | $2.49 | AXIS/StarStone/Lloyds |
| 23-24 | $15,280,000 | $5,000,000 | $471,012 | $3.08 | StarStone/AXIS/Lloyds |
| 24-25 | $15,280,000 | $5,000,000 | $414,008 | $2.71 | Lloyds/StarStone |
| 25-26 | $15,280,000 | $6,000,000 | $422,008 | $2.76 | Lloyds/StarStone |
| 26-27 | $15,280,000 | $7,500,000 | $414,004 | $2.71 | Lloyd’s |

**This proposal is intended to give a brief overview. Higher limits may be available. Please refer to coverage forms for complete details regarding definition of terms, exclusions and limitations.**

# Property (Bridge)

| | |
|---|---|
| Term: | October 1, 2026 to October 1, 2027 |
| Company: | Lloyd's of London<br>(Non-Admitted, Rated A XV by A.M. Best) |
| Coverages: | Real & Personal Property, Business Interruption, Extra Expense |
| Perils Insured: | All Risk of direct physical loss including Flood & Earthquake but excluding Strike, Riot, Civil Commotion, Malicious Damage, and Mechanical Breakdown. |
| Total Insurable Values: | $15,280,000 |
| Limit of Liability: | $7,500,00 – Each and every loss but in the annual aggregate for Flood and Earthquake separately |
| Valuation: | Repair or Replacement Cost, Actual Loss Sustained |

Deductibles:

| | |
|---|---|
| All Perils | $50,000 per Occurrence |
| **EXCEPT:** | |
| Earthquake | $25,000 per Occurrence |
| Flood | $500,000 per Occurrence |
| Named Storm | 5% of the Total Insured Values at time of and location of loss, subject to a minimum of $250,000 in any one occurrence. |
| All Other Wind/Hail | $100,000 |
| Business Income | 72 Hours (3 Days) per Occurrence |
| Property In Transit | $50,000 |

- Deductibles are applicable "*each and every loss*" unless otherwise noted above or in the Policy Form.

Indemnity Period: 12 Months

# Property (Bridge)

| Sublimits: | |
|---|---|
| **Property Damage Coverage, Extension of Coverage** | |
| $100,000 | Accounts Receivable |
| $1,000,000 or 25% of the loss, whichever is less | Debris Removal |
| $100,000 | Electronic Data Processing Equipment Breakdown |
| $100,000 | Electronic Data Processing Media Breakdown |
| $100,000 | Expediting Expense |
| $25,000 | Fine Arts |
| $100,000 | Fire Department Service Charge |
| $25,000 (in the Annual Aggregate) | Limited Coverage for “Fungus,” Wet Rot, Dry Rot & Bacteria |
| $100,000 | Miscellaneous Unnamed Locations |
| $500,000 | Newly Acquired Property |
| Included | Ordinance or Law – Coverage A |
| $500,000 | Ordinance or Law – Coverage B&C Combined |
| $25,000 ($2,500 Max Any One Item) | Outdoor Property |
| $25,000 (in the Annual Aggregate) | Pollutant Clean Up and Removal |
| $100,000 | Preservation of Property |
| $100,000 | Professional Fees |
| $50,000 | Property Off Premises |
| $50,000 | Property in Transit |
| $100,000 | Service Interruption |
| $100,000 | Valuable Papers & Records |
| $50,000 | Sewer/Water Back Up |

| Time Element Coverage, Extension of Coverage | |
|---|---|
| $1,200,000 | Business Income |
| $100,000 | Extra Expense |
| $25,000 | Leasehold Interest |
| 30 Days | Civil Authority |
| $25,000 | Contingent Business Income |
| 180 Days | Extended Period of Indemnity |
| 30 Days | Ingress/Egress |
| 60 Days | Newly Acquired Property |
| $100,000 | Service Interruption |

# Property (Bridge)

| Flood & Earthquake | |
|---|---|
| $7,500,000<br>Annual Aggregate Maximum | As respects all loss, damage, or expenses caused by or resulting from physical damage to all other locations which is caused by or the results from Flood. |
| $7,500,000 Annual Aggregate | Earthquake |

- All Sublimits are applicable “each and every loss” (unless otherwise stated herein) and are part of, not in addition to, the Limit of Liability shown above.

Terms & Condition (Include but not limited to):

1. (30) Days’ Notice of Cancellation, except (10) days for non-payment of premium.
2. Minimum Earned Premium: 35% at inception of coverage
3. Premium to be paid in full within 30 days of inception.
4. In the event of any storm activity (named or unnamed) the binding of this quote is at the discretion of the insuring carrier and is not considered effective until carrier approval is received.
5. The Carrier is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
6. If there are any material changes to the information provided in the application or in connection with underwriting of the policy between the date of the application and the effective date of Insurance, the Insured must immediately notify Insurers of such changes, and Insurers may withdraw or modify any outstanding quotes or agreements to bind the insurance. Further, failure to disclose a material fact may result in the invalidation of a bound policy.
7. Coverage excludes all damage directly or indirectly caused by an Named Storm or Wildfire in existence at the time Insurers receive written request to bind.
8. 30) Days’ Notice of Cancellation, except (10) days for non-payment of premium.

# Property (Bridge)

- Endorsements included but not limited:
  - Town of Bay Harbor Islands Manuscript Form
  - LMA3100A Sanction Limitation and Exclusion Clause
  - LMA3333 (Re)Insurer's Liability Clause
  - LMA5018 Microorganism Exclusion (Absolute)
  - LMA5019 Asbestos Endorsement
  - LMA5020 Service of Suit Clause (U.S.A.)
  - LMA5062 Fraudulent Claim Clause
  - LMA5130 Application of Sublimits Endorsement
  - LMA5288 Nuclear and Radioactive Contamination Exclusion
  - LMA5390 U.S. Terrorism Risk Insurance Act of 2002, as amended (TRIA) – Not Purchased Clause
  - LMA5393 Communicable Disease Endorsement
  - LMA5401 Property Cyber and Data Exclusion
  - LMA5553 Strike, Riot, Civil Commotion, and Malicious Acts Exclusion
  - LMA5583B Territorial Exclusion: Russia, Ukraine, and Belarus
  - LSW0699 Minimum Earned Premium Clause
  - LWS1635 Transmission and Distribution Lines Exclusion – Above Ground (300m Exclusion)
  - NMA2340 Seepage & Pollution, Land, Air Water Exclusion & Debris Removal Endorsement
  - NMA2419 Lines Clause
  - NMA2918 War & Terrorism Exclusion Endorsement
  - NMA2962 Biological or Chemical Materials Exclusion
  - 72 Hours Clause

# Terrorism and Sabotage

Term: October 1, 2026 to October 1, 2027

Company: Evanston Insurance Company
(Non-Admitted, Rated A XV by A.M. Best)

Coverage Limit: $15,280,000

Deductible: NIL

Location: Broad Street Causeway Bridge

Property Additional Coverage Sublimits and Limitations (Part of overall limit and not in addition to):

| Coverage | Limit |
|---|---|
| Accounts Receivable: | $1,000,000 |
| Automatic Increase In Value: | 10% Maximum Increase |
| Business Interruption: | Per risk up to policy limit |
| Civil Or Military Authority: | $1,000,000; Duration: 30 days; Number of Miles: 1 |
| Commissions, Profits, And Royalties: | $250,000 |
| Contingent Business Interruption | $0; Country: N/A |
| Debris Removal: | $250,000 |
| Decontamination Costs: | $500,000 |
| Delay In Startup Costs: | $250,000; Duration: 90 days |
| Demolition And Increased Cost of Construction<br>Loss to the Undamaged Portion of the Building:<br>Demolition Cost:<br>Increased Cost of Construction: | <br><br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| Electronic Data: | $1,000,000 |
| Errors And Omissions | $2,500,000 |
| Extended Period Of Indemnity: | $250,000; Duration: 180 days |
| Fine Arts: | $1,000,000 |
| Fire Protective: | $10,000 |
| Green Building Additional Expense: | $250,000 |
| Ingress/Egress: | $1,000,000; Duration: 30 days; Number of Miles: 1 |
| Key And Lock Expense: | $250,000 |
| Landscaping: | $250,000 |
| Leasehold Interest: | $1,000,000 |

# Terrorism and Sabotage

Property Additional Coverage Sublimits and Limitations (Part of overall limit and not in addition to) continued:

| Coverage | Limit |
|---|---|
| Loss Of Attraction: | $0; Duration: 30 days, Number of Miles: 1 |
| Miscellaneous Unnamed Locations: | $2,500,000 |
| Newly Acquired Locations: | $2,500,000; Number of Days to Report: 90 |
| Preservation Of Property: | $250,000 |
| Professional Fees: | $250,000 |
| Property In The Course Of Construction: | $2,000,000 |
| Relocation Expenses: | $250,000 |
| Rental Income: | $1,000,000; Duration: 30 days; Number of Miles: 1 |
| Service Interruption:<br><br>Service Interruption Waiting Period: | $1,000,000; Duration: 30 days; Number of Miles: 1<br><br>24 Hours |
| Soft Costs: | $1,000,000; Duration: 180 days |
| Transit: | $250,000 |
| Valuable Papers: | $250,000 |

Notes of Importance:

1. Forms/Endorsements to be provided at time of binding.
2. Coverage as per Markel Standalone Sabotage & Terrorism Form.

Terms and Conditions:

1. This quotation will expire in 30 days.
2. Quoted terms are subject to confirmation of no known or reported losses, incident or threats for the type of event covered under this policy within the past 5 years.
3. The Company reserves the right to adjust quotation subject to changes in T&C prior to binding.
4. 100% Minimum Earned Premium to apply. This policy is non-cancellable except in the event of non-payment of premium where the underwriters may cancel the policy at their discretion.
5. This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

# Premium Recapitulation

| | Annual Premium | Check Option Accept | Reject |
|---|---|---|---|
| **Bridge Property** | | | |
| Lloyd's of London | $410,000.00 | | |
| EMPA Fee | $4.00 | | |
| Policy Fee | $4,000.00 | | |
| **Total Premium** | **$414,004.00** | ☐ | ☐ |
| **Bridge Terrorism & Sabotage** | | | |
| Premium | $3,400.00 | | |
| Policy Fee | $250.00 | | |
| Total Premium | **$3,650.00** | ☐ | ☐ |

**I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.**

_____
(Signature)

_____
(Name & Title)

_____
(Date)

**Notes of Importance:**

1. Quotes provided in the proposal are valid until 10/01/2026. After this date terms and conditions are subject to change by the underwriters.

2. Some of the Carriers are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

3. Premiums are subject to change if all lines of coverage quoted are not bound. **Bridge Property premiums are subject to 35% minimum premium upon binding. Terrorism & Sabotage is 100% full earned premium.**

4. Not all coverages requested may be provided in this quotation.

5. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.

6. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.

7. **The total premium is due within 30 days of inception. Premium financing can be arranged if needed.**

8. Quote is not bound until written orders to bind are received from the insured and the Company subsequently accepts the risk.

9. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.

10. Higher limits of liability may be available. Please consult with your agent.

11. This proposal is based upon exposures to loss made known to Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.

12. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

# Retail Compensation Disclosure

**Compensation:** As a licensed insurance producer/broker/agent, Brown & Brown entities ("we") are generally authorized by our license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. Our role as an insurance producer in any ordinary transaction typically involves one or more of these activities.

We will receive compensation in the form of commission or fees for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages. Commission compensation will be based on the insurance contract you purchase and may vary depending on a number of factors including the insurance contract(s) and the insurer(s) the purchaser selects. In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not customer-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

You may obtain information about compensation expected to be received by us based in whole or part on the sale of insurance to you, and (if applicable) compensation expected to be received based in whole or part on any alternative quotes presented to you by us, by requesting such information from us.

Questions and Information Requests. If you have any questions, or require additional information, please contact your Brown & Brown team, or, if you prefer, submit your question or request online at https://www.bbrown.com/us/contact/contact-general/

| Guide to Bests Ratings | | |
|---|---|---|
| **Best Category** | **Rating** | **Description** |
| Secure | A++ | Superior |
| Secure | A+ | Superior |
| Secure | A | Excellent |
| Secure | A- | Excellent |
| Secure | B++ | Very Good |
| Secure | B+ | Very Good |
| Vulnerable | B | Fair |
| Vulnerable | B- | Fair |
| Vulnerable | C++ | Marginal |
| Vulnerable | C+ | Marginal |
| Vulnerable | C | Weak |
| Vulnerable | C- | Weak |
| Vulnerable | D | Poor |
| Vulnerable | E | Under Regulatory Supervision |
| Vulnerable | F | In Liquidation |
| Vulnerable | S | Rating Suspended |
| Not Rated | NR-1 | Insufficient Data |
| Not Rated | NR-2 | Insufficient Size and/or operating experience |
| Not Rated | NR-3 | Rating Procedure Inapplicable |
| Not Rated | NR-4 | Company Request |
| Not Rated | NR-5 | Not Formally Followed |
| Rating Modifier | u | Under Review |
| Rating Modifier | q | Qualified |
| Affiliation Code | g | Group |
| Affiliation Code | p | Pooled |
| Affiliation Code | r | Reinsured |

| Guide to Best's Financial Size Categories | | |
|---|---|---|
| Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars. | **I** | Less than $1,000,000 |
| | **II** | $1,000,000 - $2,000,000 |
| | **III** | $2,000,000 - $5,000,000 |
| | **IV** | $5,000,000 - $10,000,000 |
| | **V** | $10,000,000 - $25,000,000 |
| | **VI** | $25,000,000 - $50,000,000 |
| | **VII** | $50,000,000 - $100,000,000 |
| | **VIII** | $100,000,000 - $250,000,000 |
| | **IX** | $250,000,000 - $500,000,000 |
| | **X** | $500,000,000 - $750,000,000 |
| | **XI** | $750,000,000 - $1,000,000,000 |
| | **XII** | $1,000,000,000 - $1,250,000,000 |
| | **XIII** | $1,250,000,000 - $1,500,000,000 |
| | **XIV** | $1,500,000,000 - $2,000,000,000 |
| | **XV** | Greater than $2,000,000,000 |

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

# Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

At my direction, Risk Management Associates, Inc. has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, I understand surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

I further understand the policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Town of Bay Harbor Islands
Named Insured

Signature of Insured's Authorized Representative — Date

Lloyd's of London
Name of Excess and Surplus Lines Carrier

| | |
|---|---|
| Property (Bridge)<br>Type of Insurance | B1743ONEDF2551148<br>Policy Number/Renewal of Policy Number |
| 10/01/2026 – 10/01/2027<br>Effective/Expiration Date of Coverage | Florida<br>State |

# Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

At my direction, Risk Management Associates, Inc. has placed my coverage in the surplus lines market.

As required by Florida Statute 626.916, I have agreed to this placement. I understand that coverage may be available in the admitted market and that persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Act with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. Additionally, I understand surplus lines insurers' policy rates and forms are not approved by any Florida regulatory agency.

I further understand the policy forms, conditions, premiums and deductibles used by surplus lines insurers may be different from those found in policies used in the admitted market. I have been advised to carefully read the entire policy.

Town of Bay Harbor Islands
Named Insured

Signature of Insured's Authorized Representative — Date

Evanston Insurance Company
Name of Excess and Surplus Lines Carrier

| Terrorism | CS7687A25MAA |
|---|---|
| Type of Insurance | Policy Number/Renewal of Policy Number |
| 10/01/2026 – 10/01/2027 | Florida |
| Effective/Expiration Date of Coverage | State |

ACORD

# COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY): 09/03/2026

| | |
|---|---|
| **PRODUCER** | **CARRIER** / **NAIC CODE** |
| Risk Management Associates, Inc.<br>P. O. Box 2416<br>Daytona Beach FL 32115 | Evanston |
| **CONTACT NAME:** Melody Blake | **COMPANY POLICY OR PROGRAM NAME** / **PROGRAM CODE** |
| **PHONE (A/C, No, Ext):** (386) 252-6176 | **POLICY NUMBER:** TERRORISM |
| **FAX (A/C, No):** (386) 239-4049 | **UNDERWRITER** / **UNDERWRITER OFFICE** |
| **E-MAIL ADDRESS:** Melody.Blake@bbrown.com | **STATUS OF TRANSACTION:** [X] QUOTE [ ] ISSUE POLICY [ ] RENEW; [ ] BOUND (Give Date and/or Attach Copy); [ ] CHANGE; [ ] CANCEL; DATE 10/01/2026; TIME 12:01; [X] AM [ ] PM |
| **CODE:** / **SUBCODE:** | |
| **AGENCY CUSTOMER ID:** 00602844 | |

**NOTICE REGARDING CANCELLATION APPLICABLE IN SOUTH CAROLINA: THE INSURER CAN CANCEL THIS POLICY FOR WHICH YOU ARE APPLYING WITHOUT CAUSE DURING THE FIRST 120 DAYS. THAT IS THE INSURER'S CHOICE. AFTER THE FIRST 120 DAYS, THE INSURER CAN ONLY CANCEL THIS POLICY FOR REASONS STATED IN THE POLICY.**

### LINES OF BUSINESS

| | INDICATE LINES OF BUSINESS | PREMIUM | | | PREMIUM | | | PREMIUM |
|---|---|---|---|---|---|---|---|---|
| [ ] | BOILER & MACHINERY | $ | [ ] | CYBER AND PRIVACY | $ | [ ] | YACHT | $ |
| [ ] | BUSINESS AUTO | $ | [ ] | FIDUCIARY LIABILITY | $ | [X] | Commercial Terrorism | $ |
| [ ] | BUSINESS OWNERS | $ | [ ] | GARAGE AND DEALERS | $ | [ ] | | $ |
| [ ] | COMMERCIAL GENERAL LIABILITY | $ | [ ] | LIQUOR LIABILITY | $ | [ ] | | $ |
| [ ] | COMMERCIAL INLAND MARINE | $ | [ ] | MOTOR CARRIER | $ | [ ] | | $ |
| [ ] | COMMERCIAL PROPERTY | $ | [ ] | TRUCKERS | $ | [ ] | | $ |
| [ ] | CRIME | $ | [ ] | UMBRELLA | $ | [ ] | | $ |

### ATTACHMENTS

| | | | | | |
|---|---|---|---|---|---|
| [ ] | ACCOUNTS RECEIVABLE / VALUABLE PAPERS | [ ] | GLASS AND SIGN SECTION | [ ] | STATEMENT / SCHEDULE OF VALUES |
| [ ] | ADDITIONAL INTEREST SCHEDULE | [ ] | HOTEL / MOTEL SUPPLEMENT | [ ] | STATE SUPPLEMENT (If applicable) |
| [ ] | ADDITIONAL PREMISES INFORMATION SCHEDULE | [ ] | INSTALLATION / BUILDERS RISK SECTION | [ ] | VACANT BUILDING SUPPLEMENT |
| [ ] | APARTMENT BUILDING SUPPLEMENT | [ ] | INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT | [ ] | VEHICLE SCHEDULE |
| [ ] | CONDO ASSN BYLAWS (for D&O Coverage only) | [ ] | INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT | [ ] | |
| [ ] | CONTRACTORS SUPPLEMENT | [ ] | LOSS SUMMARY | [ ] | |
| [ ] | COVERAGES SCHEDULE | [ ] | OPEN CARGO SECTION | [ ] | |
| [ ] | DEALERS SECTION | [ ] | PREMIUM PAYMENT SUPPLEMENT | [ ] | |
| [ ] | DRIVER INFORMATION SCHEDULE | [ ] | PROFESSIONAL LIABILITY SUPPLEMENT | [ ] | |
| [ ] | ELECTRONIC DATA PROCESSING SECTION | [ ] | RESTAURANT / TAVERN SUPPLEMENT | [ ] | |

### POLICY INFORMATION

| PROPOSED EFF DATE | PROPOSED EXP DATE | BILLING PLAN | PAYMENT PLAN | METHOD OF PAYMENT | AUDIT | DEPOSIT | MINIMUM PREMIUM | POLICY PREMIUM |
|---|---|---|---|---|---|---|---|---|
| 10/01/2026 | 10/01/2027 | [ ] DIRECT [X] AGENCY | Full Pay | American Express | | $ | $ | $ 0.00 |

### APPLICANT INFORMATION

| NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4) | GL CODE | SIC | NAICS | FEIN OR SOC SEC # |
|---|---|---|---|---|
| Town of Bay Harbor Islands<br>1030 95 Street<br>Bay Harbor Islands FL 33154 | | 9111 | 921110 | 596-00-0273 |
| | **BUSINESS PHONE #:** (305) 607-1327 | | | |
| | **WEBSITE ADDRESS** | | | |

[ ] CORPORATION [ ] JOINT VENTURE [ ] NOT FOR PROFIT ORG [ ] SUBCHAPTER "S" CORPORATION [ ]
[ ] INDIVIDUAL [ ] LLC NO. OF MEMBERS AND MANAGERS: _____ [ ] PARTNERSHIP [ ] TRUST OTHER

| NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) | GL CODE | SIC | NAICS | FEIN OR SOC SEC # |
|---|---|---|---|---|
| | | | | |
| | **BUSINESS PHONE #:** | | | |
| | **WEBSITE ADDRESS** | | | |

[ ] CORPORATION [ ] JOINT VENTURE [ ] NOT FOR PROFIT ORG [ ] SUBCHAPTER "S" CORPORATION [ ]
[ ] INDIVIDUAL [ ] LLC NO. OF MEMBERS AND MANAGERS: _____ [ ] PARTNERSHIP [ ] TRUST OTHER


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AGENCY CUSTOMER ID: 00602844

## APPLICANT INFORMATION (Continued)

| NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4) | GL CODE | SIC | NAICS | FEIN OR SOC SEC # |
|---|---|---|---|---|
| | | | | |
| | BUSINESS PHONE #: | | | |
| | WEBSITE ADDRESS | | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| ☐ | CORPORATION | ☐ | JOINT VENTURE | ☐ | NOT FOR PROFIT ORG | ☐ | SUBCHAPTER "S" CORPORATION | ☐ | |
| ☐ | INDIVIDUAL | ☐ | LLC NO. OF MEMBERS AND MANAGERS: _____ | ☐ | PARTNERSHIP | ☐ | TRUST | | OTHER |

## CONTACT INFORMATION

| | | | |
|---|---|---|---|
| CONTACT TYPE: Risk Management | | CONTACT TYPE: | |
| CONTACT NAME: Kerry-Anne Billings | | CONTACT NAME: | |
| PRIMARY PHONE # ☐ HOME ☒ BUS ☐ CELL (305) 607-1327 | SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL | PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL | SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL |
| PRIMARY E-MAIL ADDRESS: kbillings@bayharborislands-fl.gov | | PRIMARY E-MAIL ADDRESS: | |
| SECONDARY E-MAIL ADDRESS: | | SECONDARY E-MAIL ADDRESS: | |

## PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

| LOC # | STREET | | CITY LIMITS | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: $ | |
|---|---|---|---|---|---|---|---|
| | Broad Street Causeway | | ☒ INSIDE | ☒ OWNER | | OCCUPIED AREA: | SQ FT |
| BLD # | CITY: Bay Harbor Islands | STATE: FL | ☐ OUTSIDE | ☐ TENANT | # PART TIME EMPL | OPEN TO PUBLIC AREA: | SQ FT |
| | COUNTY: | ZIP: | | | | TOTAL BUILDING AREA: | SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | | ANY AREA LEASED TO OTHERS? Y / N | |

| LOC # | STREET | | CITY LIMITS | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: $ | |
|---|---|---|---|---|---|---|---|
| | | | ☐ INSIDE | ☐ OWNER | | OCCUPIED AREA: | SQ FT |
| BLD # | CITY: | STATE: | ☐ OUTSIDE | ☐ TENANT | # PART TIME EMPL | OPEN TO PUBLIC AREA: | SQ FT |
| | COUNTY: | ZIP: | | | | TOTAL BUILDING AREA: | SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | | ANY AREA LEASED TO OTHERS? Y / N | |

| LOC # | STREET | | CITY LIMITS | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: $ | |
|---|---|---|---|---|---|---|---|
| | | | ☐ INSIDE | ☐ OWNER | | OCCUPIED AREA: | SQ FT |
| BLD # | CITY: | STATE: | ☐ OUTSIDE | ☐ TENANT | # PART TIME EMPL | OPEN TO PUBLIC AREA: | SQ FT |
| | COUNTY: | ZIP: | | | | TOTAL BUILDING AREA: | SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | | ANY AREA LEASED TO OTHERS? Y / N | |

| LOC # | STREET | | CITY LIMITS | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: $ | |
|---|---|---|---|---|---|---|---|
| | | | ☐ INSIDE | ☐ OWNER | | OCCUPIED AREA: | SQ FT |
| BLD # | CITY: | STATE: | ☐ OUTSIDE | ☐ TENANT | # PART TIME EMPL | OPEN TO PUBLIC AREA: | SQ FT |
| | COUNTY: | ZIP: | | | | TOTAL BUILDING AREA: | SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | | ANY AREA LEASED TO OTHERS? Y / N | |

## NATURE OF BUSINESS

| | | | | | | | | | | | | | | DATE BUSINESS STARTED (MM/DD/YYYY) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ☐ | APARTMENTS | ☐ | CONTRACTOR | ☐ | MANUFACTURING | ☐ | RESTAURANT | ☐ | SERVICE | ☒ | OTHER | | | |
| ☐ | CONDOMINIUMS | ☐ | INSTITUTIONAL | ☐ | OFFICE | ☐ | RETAIL | ☐ | WHOLESALE | | | | | |

DESCRIPTION OF PRIMARY OPERATIONS

Terrorism for toll bridge causeway

| | INSTALLATION, SERVICE OR REPAIR WORK | OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK |
|---|---|---|
| RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES: | % | % |

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

AGENCY CUSTOMER ID: 00602844

**ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests**

| INTEREST | NAME AND ADDRESS RANK: | EVIDENCE: | CERTIFICATE | POLICY | SEND BILL | INTEREST IN ITEM NUMBER | |
|---|---|---|---|---|---|---|---|
| ☐ ADDITIONAL INSURED ☐ LIENHOLDER | | | | | | LOCATION: | BUILDING: |
| ☐ BREACH OF WARRANTY ☐ LOSS PAYEE | | | | | | VEHICLE: | BOAT: |
| ☐ CO-OWNER ☐ MORTGAGEE | | | | | | AIRPORT: | AIRCRAFT: |
| ☐ EMPLOYEE AS LESSOR ☐ OWNER | | | | | | ITEM CLASS: | ITEM: |
| ☐ LEASEBACK OWNER ☐ REGISTRANT | | | | | | ITEM DESCRIPTION | |
| ☐ LENDER'S LOSS PAYABLE ☐ TRUSTEE | REFERENCE / LOAN #: | INTEREST END DATE: | | | | | |
| | LIEN AMOUNT: | PHONE (A/C, No, Ext): | | | | FAX (A/C, No): | |
| REASON FOR INTEREST: | | E-MAIL ADDRESS: | | | | | |

## GENERAL INFORMATION

| EXPLAIN ALL "YES" RESPONSES | Y / N |
|---|---|
| 1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ? | |

| PARENT COMPANY NAME | RELATIONSHIP DESCRIPTION | % OWNED |
|---|---|---|
| | | |

| 1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES? | |
|---|---|

| SUBSIDIARY COMPANY NAME | RELATIONSHIP DESCRIPTION | % OWNED |
|---|---|---|
| | | |

| 2. IS A FORMAL SAFETY PROGRAM IN OPERATION? ☐ SAFETY MANUAL ☐ SAFETY POSITION ☐ MONTHLY MEETINGS ☐ OSHA ☐ | |
|---|---|
| 3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS? | |
| 4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers) | |

| LINE OF BUSINESS | POLICY NUMBER | LINE OF BUSINESS | POLICY NUMBER |
|---|---|---|---|
| | | | |
| | | | |

| 5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? **(Missouri Applicants - Do not answer this question)** ☐ NON-PAYMENT ☐ AGENT NO LONGER REPRESENTS CARRIER ☐ ☐ NON-RENEWAL ☐ UNDERWRITING ☐ CONDITION CORRECTED (Describe): | |
|---|---|
| 6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING? | |
| 7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment. In VA the following notice applies: information concerning an arrest, charge, or conviction that has been sealed does not have to be disclosed in the application). | |
| 8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS? | |

| OCCUR DATE | EXPLANATION | RESOLUTION | RESOLVE DATE |
|---|---|---|---|
| | | | |
| | | | |

| 9. HAS THE APPLICANT HAD A FORECLOSURE FILED AGAINST THEM, HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS? | |
|---|---|

| OCCUR DATE | EXPLANATION | RESOLUTION | RESOLVE DATE |
|---|---|---|---|
| | | | |
| | | | |

| 10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS? | |
|---|---|

| OCCUR DATE | EXPLANATION | RESOLUTION | RESOLVE DATE |
|---|---|---|---|
| | | | |
| | | | |

| 11. HAS BUSINESS BEEN PLACED IN A TRUST? NAME OF TRUST: | |
|---|---|
| 12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure) | |
| 13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED? | |
| 14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use) | |
| 15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use) | |

AGENCY CUSTOMER ID: 00602844

**REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**PRIOR CARRIER INFORMATION**

| YEAR | CATEGORY | GENERAL LIABILITY | AUTOMOBILE | PROPERTY | OTHER: |
|---|---|---|---|---|---|
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | $ | $ | $ | $ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | $ | $ | $ | $ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | $ | $ | $ | $ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |

**LOSS HISTORY** ☐ **Check if none** **(Attach Loss Summary for Additional Loss Information)**

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS

**TOTAL LOSSES: $**

| DATE OF OCCURRENCE | LINE | TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM | DATE OF CLAIM | AMOUNT PAID | AMOUNT RESERVED | SUBRO-GATION Y / N | CLAIM OPEN Y / N |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**SIGNATURE**

☐ Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION.

(Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.)

**(Applicant's Initials):** _____

**Applicable in AL, AR, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

**Applicable in CA:** For your protection, California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in DC:** WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written, electronic, electronic impulse, facsimile, magnetic, oral, or telephonic communication or statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

| PRODUCER'S SIGNATURE | PRODUCER'S NAME (Please Print) | STATE PRODUCER LICENSE NO (Required in Florida) |
|---|---|---|
| | Bill Wilson/MEBLAK | |

**Applicable in NY: Applicable to all claim forms for insurance and all applications for commercial insurance and accident and health insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**Applicable in NY: Applicable to all applications and claim forms for automobile insurance:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

| APPLICANT'S SIGNATURE | DATE | NATIONAL PRODUCER NUMBER |
|---|---|---|
| | | |

**THIS SECTION IS INTENTIONALLY LEFT BLANK**

AGENCY CUSTOMER ID: 00602844

# PROPERTY SECTION

DATE (MM/DD/YYYY): 09/03/2026

| AGENCY NAME | CARRIER | NAIC CODE |
|---|---|---|
| Risk Management Associates, Inc. | Evanston | |

| POLICY NUMBER | EFFECTIVE DATE | NAMED INSURED(S) |
|---|---|---|
| TERRORISM | 10/01/2026 | Town of Bay Harbor Islands |

## BLANKET SUMMARY

| BLKT # | AMOUNT | TYPE | BLKT # | AMOUNT | TYPE |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

## PREMISES INFORMATION

PREMISES #: | STREET ADDRESS:

BUILDING #: | BLDG DESCRIPTION:

| SUBJECT OF INSURANCE | AMOUNT | COINS % | VALU-ATION | CAUSES OF LOSS | INFLATION GUARD % | DED | DED TYPE | BLKT # | FORMS AND CONDITIONS TO APPLY |
|---|---|---|---|---|---|---|---|---|---|
| Terrorism and Sabotage | $15,280,000 | | | Terrorism | | $0 | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

ADDITIONAL INFORMATION | ☐ BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810 | ☐ VALUE REPORTING INFORMATION - Attach ACORD 811

## ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N): ☐

DESCRIPTION OF PROPERTY COVERED

LIMIT: $

DEDUCTIBLE: $

REFRIG MAINT AGREEMENT (Y / N): ☐

OPTIONS: ☐ BREAKDOWN OR CONTAMINATION ☐ POWER OUTAGE ☐ SELLING PRICE

SINKHOLE COVERAGE (Required in Florida) ☐ ACCEPT COVERAGE ☐ REJECT COVERAGE LIMIT: $

MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV) ☐ ACCEPT COVERAGE ☐ REJECT COVERAGE LIMIT: $

☐ PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK

# OF OPEN SIDES ON STRUCTURE: ____

| CONSTRUCTION TYPE | DISTANCE TO HYDRANT FT | FIRE STAT MI | FIRE DISTRICT | CODE NUMBER | PROT CL | # STORIES | # BASM'TS | YR BUILT | TOTAL AREA |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

BUILDING IMPROVEMENTS: ☐ WIRING, YR: ☐ PLUMBING, YR: ☐ ROOFING, YR: ☐ HEATING, YR: ☐ OTHER: YR:

BLDG CODE GRADE | TAX CODE | ROOF TYPE

WIND CLASS: ☐ RESISTIVE ☐ SEMI- RESISTIVE

OTHER OCCUPANCIES

☐ HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT DATE INSTALLED: _____

MANUFACTURER:

PRIMARY HEAT: ☐ BOILER ☐ SOLID FUEL ☐

IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N

SECONDARY HEAT: ☐ BOILER ☐ SOLID FUEL ☐

IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N

| RIGHT EXPOSURE & DISTANCE | LEFT EXPOSURE & DISTANCE | FRONT EXPOSURE & DISTANCE | REAR EXPOSURE & DISTANCE |
|---|---|---|---|
| | | | |

| BURGLAR ALARM TYPE | CERTIFICATE # | EXPIRATION DATE | ☐ CENTRAL STATION ☐ LOCAL GONG ☐ WITH KEYS |
|---|---|---|---|
| | | | |

| BURGLAR ALARM INSTALLED AND SERVICED BY | EXTENT | GRADE | # GUARDS / WATCHMEN | ☐ CLOCK HOURLY |
|---|---|---|---|---|
| | | | | |

| PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems) | % SPRNK | FIRE ALARM MANUFACTURER | ☐ CENTRAL STATION ☐ LOCAL GONG |
|---|---|---|---|
| | | | |

## ADDITIONAL INTEREST

☐ ACORD 45 attached for additional names

INTEREST
- ☐ LENDER'S LOSS PAYABLE
- ☐ LOSS PAYEE
- ☐ MORTGAGEE
- ☐

NAME AND ADDRESS RANK: ____ EVIDENCE: ☐ CERTIFICATE

REFERENCE / LOAN #:

INTEREST IN ITEM NUMBER

LOCATION: | BUILDING:

ITEM CLASS: | ITEM:

ITEM DESCRIPTION


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AGENCY CUSTOMER ID: 00602844

## ADDITIONAL PREMISES INFORMATION

| PREMISES #: | STREET ADDRESS: |
|---|---|
| BUILDING #: | BLDG DESCRIPTION: |

| SUBJECT OF INSURANCE | AMOUNT | COINS % | VALU-ATION | CAUSES OF LOSS | INFLATION GUARD % | DED | DED TYPE | BLKT # | FORMS AND CONDITIONS TO APPLY |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

ADDITIONAL INFORMATION ☐ BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810 ☐ VALUE REPORTING INFORMATION - Attach ACORD 811

## ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N) ☐ | DESCRIPTION OF PROPERTY COVERED | LIMIT $ | DEDUCTIBLE $ | REFRIG MAINT AGREEMENT (Y / N) ☐ | OPTIONS: ☐ BREAKDOWN OR CONTAMINATION ☐ POWER OUTAGE ☐ SELLING PRICE

SINKHOLE COVERAGE (Required in Florida) ☐ ACCEPT COVERAGE ☐ REJECT COVERAGE LIMIT: $

MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV) ☐ ACCEPT COVERAGE ☐ REJECT COVERAGE LIMIT: $

☐ PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK # OF OPEN SIDES ON STRUCTURE: ____

| CONSTRUCTION TYPE | DISTANCE TO HYDRANT FT | DISTANCE TO FIRE STAT MI | FIRE DISTRICT | CODE NUMBER | PROT CL | # STORIES | # BASM'TS | YR BUILT | TOTAL AREA |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

BUILDING IMPROVEMENTS: ☐ WIRING, YR: ☐ PLUMBING, YR: ☐ ROOFING, YR: ☐ HEATING, YR: ☐ OTHER: YR:

BLDG CODE GRADE | TAX CODE | ROOF TYPE | OTHER OCCUPANCIES

WIND CLASS: ☐ SEMI- RESISTIVE ☐ RESISTIVE

☐ HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT DATE INSTALLED: ____ MANUFACTURER:

PRIMARY HEAT: ☐ BOILER ☐ SOLID FUEL ☐ IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N

SECONDARY HEAT: ☐ BOILER ☐ SOLID FUEL ☐ IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N

| RIGHT EXPOSURE & DISTANCE | LEFT EXPOSURE & DISTANCE | FRONT EXPOSURE & DISTANCE | REAR EXPOSURE & DISTANCE |
|---|---|---|---|
| | | | |

BURGLAR ALARM TYPE | CERTIFICATE # | EXPIRATION DATE | ☐ CENTRAL STATION ☐ LOCAL GONG ☐ WITH KEYS

BURGLAR ALARM INSTALLED AND SERVICED BY | EXTENT | GRADE | # GUARDS / WATCHMEN | ☐ CLOCK HOURLY

PREMISES FIRE PROTECTION (Sprinklers, Standpipes, $CO_2$ / Chemical Systems) | % SPRNK | FIRE ALARM MANUFACTURER | ☐ CENTRAL STATION ☐ LOCAL GONG

## ADDITIONAL INTEREST

☐ ACORD 45 attached for additional names

INTEREST: ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE ☐

NAME AND ADDRESS RANK: ____ EVIDENCE: ☐ CERTIFICATE

REFERENCE / LOAN #:

INTEREST IN ITEM NUMBER

LOCATION: BUILDING:

ITEM CLASS: ITEM:

ITEM DESCRIPTION

## REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV**

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

**Applicable in CO**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

**Applicable in KS**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

**Applicable in ME, TN, VA and WA**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

**Applicable in NJ**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR**

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

| PRODUCER'S SIGNATURE | PRODUCER'S NAME (Please Print) | STATE PRODUCER LICENSE NO (Required in Florida) |
|---|---|---|
| | Bill Wilson/MEBLAK | |

| APPLICANT'S SIGNATURE | DATE | NATIONAL PRODUCER NUMBER |
|---|---|---|
| | | |

# COMMERCIAL INSURANCE APPLICATION

## APPLICANT INFORMATION SECTION

DATE (MM/DD/YYYY): 09/03/2026

**AGENCY**
Risk Management Associates, Inc.
P. O. Box 2416
Daytona Beach FL 32115

**CONTACT NAME:** Melody Blake
**PHONE (A/C, No, Ext):** (386) 252-6176
**FAX (A/C, No):** (386) 239-4049
**E-MAIL ADDRESS:** Melody.Blake@bbrown.com
**CODE:** **SUBCODE:**
**AGENCY CUSTOMER ID:** 00602844

**CARRIER** **NAIC CODE**

**COMPANY POLICY OR PROGRAM NAME** **PROGRAM CODE**

**POLICY NUMBER**
BRIDGE

**UNDERWRITER** **UNDERWRITER OFFICE**

**STATUS OF TRANSACTION**
- [ ] QUOTE
- [X] ISSUE POLICY
- [ ] RENEW
- [ ] BOUND (Give Date and/or Attach Copy):
- [ ] CHANGE
- [ ] CANCEL

DATE: 10/01/2026
TIME: 12:01
- [X] AM
- [ ] PM

### LINES OF BUSINESS

| | INDICATE LINES OF BUSINESS | PREMIUM | | | PREMIUM | | | PREMIUM |
|---|---|---|---|---|---|---|---|---|
| | BOILER & MACHINERY | $ | | CYBER AND PRIVACY | $ | | YACHT | $ |
| | BUSINESS AUTO | $ | | FIDUCIARY LIABILITY | $ | | | $ |
| | BUSINESS OWNERS | $ | | GARAGE AND DEALERS | $ | | | $ |
| | COMMERCIAL GENERAL LIABILITY | $ | | LIQUOR LIABILITY | $ | | | $ |
| | COMMERCIAL INLAND MARINE | $ | | MOTOR CARRIER | $ | | | $ |
| X | COMMERCIAL PROPERTY | $ | | TRUCKERS | $ | | | $ |
| | CRIME | $ | | UMBRELLA | $ | | | $ |

### ATTACHMENTS

| | | | | | |
|---|---|---|---|---|---|
| | ACCOUNTS RECEIVABLE / VALUABLE PAPERS | | GLASS AND SIGN SECTION | | STATEMENT / SCHEDULE OF VALUES |
| | ADDITIONAL INTEREST SCHEDULE | | HOTEL / MOTEL SUPPLEMENT | | STATE SUPPLEMENT (If applicable) |
| | ADDITIONAL PREMISES INFORMATION SCHEDULE | | INSTALLATION / BUILDERS RISK SECTION | | VACANT BUILDING SUPPLEMENT |
| | APARTMENT BUILDING SUPPLEMENT | | INTERNATIONAL LIABILITY EXPOSURE SUPPLEMENT | | VEHICLE SCHEDULE |
| | CONDO ASSN BYLAWS (for D&O Coverage only) | | INTERNATIONAL PROPERTY EXPOSURE SUPPLEMENT | | |
| | CONTRACTORS SUPPLEMENT | | LOSS SUMMARY | | |
| | COVERAGES SCHEDULE | | OPEN CARGO SECTION | | |
| | DEALERS SECTION | | PREMIUM PAYMENT SUPPLEMENT | | |
| | DRIVER INFORMATION SCHEDULE | | PROFESSIONAL LIABILITY SUPPLEMENT | | |
| | ELECTRONIC DATA PROCESSING SECTION | | RESTAURANT / TAVERN SUPPLEMENT | | |

### POLICY INFORMATION

| PROPOSED EFF DATE | PROPOSED EXP DATE | BILLING PLAN | PAYMENT PLAN | METHOD OF PAYMENT | AUDIT | DEPOSIT | MINIMUM PREMIUM | POLICY PREMIUM |
|---|---|---|---|---|---|---|---|---|
| 10/01/2026 | 10/01/2027 | [ ] DIRECT [X] AGENCY | Full Pay | | | $ | $ | $ 0.00 |

### APPLICANT INFORMATION

**NAME (First Named Insured) AND MAILING ADDRESS (including ZIP+4)**
Town of Bay Harbor Islands
1030 95 Street
Bay Harbor Islands FL 33154

| GL CODE | SIC | NAICS | FEIN OR SOC SEC # |
|---|---|---|---|
| | 9111 | 921110 | 596000273 |

**BUSINESS PHONE #:** (305)607-1327
**WEBSITE ADDRESS**

- [ ] CORPORATION
- [ ] INDIVIDUAL
- [ ] JOINT VENTURE
- [ ] LLC NO. OF MEMBERS AND MANAGERS: _____
- [ ] NOT FOR PROFIT ORG
- [ ] PARTNERSHIP
- [ ] SUBCHAPTER "S" CORPORATION
- [ ] TRUST

**NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)**

| GL CODE | SIC | NAICS | FEIN OR SOC SEC # |
|---|---|---|---|
| | | | |

**BUSINESS PHONE #:**
**WEBSITE ADDRESS**

- [ ] CORPORATION
- [ ] INDIVIDUAL
- [ ] JOINT VENTURE
- [ ] LLC NO. OF MEMBERS AND MANAGERS: _____
- [ ] NOT FOR PROFIT ORG
- [ ] PARTNERSHIP
- [ ] SUBCHAPTER "S" CORPORATION
- [ ] TRUST

**NAME (Other Named Insured) AND MAILING ADDRESS (including ZIP+4)**

| GL CODE | SIC | NAICS | FEIN OR SOC SEC # |
|---|---|---|---|
| | | | |

**BUSINESS PHONE #:**
**WEBSITE ADDRESS**

- [ ] CORPORATION
- [ ] INDIVIDUAL
- [ ] JOINT VENTURE
- [ ] LLC NO. OF MEMBERS AND MANAGERS: _____
- [ ] NOT FOR PROFIT ORG
- [ ] PARTNERSHIP
- [ ] SUBCHAPTER "S" CORPORATION
- [ ] TRUST


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AGENCY CUSTOMER ID: 00602844

## CONTACT INFORMATION

| | |
|---|---|
| CONTACT TYPE: Contact | CONTACT TYPE: |
| CONTACT NAME: Kerry-Anne Billings | CONTACT NAME: |
| PRIMARY PHONE # ☐ HOME ☒ BUS ☐ CELL (305) 607-1327 / SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL | PRIMARY PHONE # ☐ HOME ☐ BUS ☐ CELL / SECONDARY PHONE # ☐ HOME ☐ BUS ☐ CELL |
| PRIMARY E-MAIL ADDRESS: kbillings@bayharborislands-fl.gov | PRIMARY E-MAIL ADDRESS: |
| SECONDARY E-MAIL ADDRESS: | SECONDARY E-MAIL ADDRESS: |

## PREMISES INFORMATION (Attach ACORD 823 for Additional Premises)

| LOC # | STREET | CITY LIMITS | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: $ |
|---|---|---|---|---|---|
| 1 | Broad Street Causeway | ☐ INSIDE | ☒ OWNER | | OCCUPIED AREA: SQ FT |
| BLD # | CITY: Bay Harbor Islands STATE: FL | ☐ OUTSIDE | ☐ TENANT | # PART TIME EMPL | OPEN TO PUBLIC AREA: SQ FT |
| | COUNTY: Miami-Dade ZIP: 33154 | | | | TOTAL BUILDING AREA: SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | ANY AREA LEASED TO OTHERS? Y / N |

| LOC # | STREET | CITY LIMITS | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: $ |
|---|---|---|---|---|---|
| | | ☐ INSIDE | ☐ OWNER | | OCCUPIED AREA: SQ FT |
| BLD # | CITY: STATE: | ☐ OUTSIDE | ☐ TENANT | # PART TIME EMPL | OPEN TO PUBLIC AREA: SQ FT |
| | COUNTY: ZIP: | | | | TOTAL BUILDING AREA: SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | ANY AREA LEASED TO OTHERS? Y / N |

| LOC # | STREET | CITY LIMITS | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: $ |
|---|---|---|---|---|---|
| | | ☐ INSIDE | ☐ OWNER | | OCCUPIED AREA: SQ FT |
| BLD # | CITY: STATE: | ☐ OUTSIDE | ☐ TENANT | # PART TIME EMPL | OPEN TO PUBLIC AREA: SQ FT |
| | COUNTY: ZIP: | | | | TOTAL BUILDING AREA: SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | ANY AREA LEASED TO OTHERS? Y / N |

| LOC # | STREET | CITY LIMITS | INTEREST | # FULL TIME EMPL | ANNUAL REVENUES: $ |
|---|---|---|---|---|---|
| | | ☐ INSIDE | ☐ OWNER | | OCCUPIED AREA: SQ FT |
| BLD # | CITY: STATE: | ☐ OUTSIDE | ☐ TENANT | # PART TIME EMPL | OPEN TO PUBLIC AREA: SQ FT |
| | COUNTY: ZIP: | | | | TOTAL BUILDING AREA: SQ FT |
| DESCRIPTION OF OPERATIONS: | | | | | ANY AREA LEASED TO OTHERS? Y / N |

## NATURE OF BUSINESS

| | | | | | | | | | | DATE BUSINESS STARTED (MM/DD/YYYY) |
|---|---|---|---|---|---|---|---|---|---|---|
| ☐ | APARTMENTS | ☐ | CONTRACTOR | ☐ | MANUFACTURING | ☐ | RESTAURANT | ☐ | SERVICE | ☐ |
| ☐ | CONDOMINIUMS | ☐ | INSTITUTIONAL | ☐ | OFFICE | ☐ | RETAIL | ☐ | WHOLESALE | |

DESCRIPTION OF PRIMARY OPERATIONS

Municipality with a toll bridge causeway. Moveable basule bridge from abutment to abutment. Total insured value $15,280,000

| RETAIL STORES OR SERVICE OPERATIONS % OF TOTAL SALES: | INSTALLATION, SERVICE OR REPAIR WORK % | OFF PREMISES INSTALLATION, SERVICE OR REPAIR WORK % |
|---|---|---|
| | | |

DESCRIPTION OF OPERATIONS OF OTHER NAMED INSUREDS

## ADDITIONAL INTEREST (Not all fields apply to all scenarios - provide only the necessary data) Attach ACORD 45 for more Additional Interests

| INTEREST | | | | NAME AND ADDRESS RANK: | EVIDENCE: ☐ CERTIFICATE ☐ POLICY ☐ SEND BILL | INTEREST IN ITEM NUMBER | |
|---|---|---|---|---|---|---|---|
| ☐ | ADDITIONAL INSURED | ☐ | LIENHOLDER | | | LOCATION: | BUILDING: |
| ☐ | BREACH OF WARRANTY | ☐ | LOSS PAYEE | | | VEHICLE: | BOAT: |
| ☐ | CO-OWNER | ☐ | MORTGAGEE | | | AIRPORT: | AIRCRAFT: |
| ☐ | EMPLOYEE AS LESSOR | ☐ | OWNER | | | ITEM CLASS: | ITEM: |
| ☐ | LEASEBACK OWNER | ☐ | REGISTRANT | | | ITEM DESCRIPTION | |
| ☐ | LENDER'S LOSS PAYABLE | ☐ | TRUSTEE | REFERENCE / LOAN #: | INTEREST END DATE: | | |
| ☐ | | | | LIEN AMOUNT: | PHONE (A/C, No, Ext): | FAX (A/C, No): | |
| REASON FOR INTEREST: | | | | | E-MAIL ADDRESS: | | |

AGENCY CUSTOMER ID: 00602844

## GENERAL INFORMATION

| EXPLAIN ALL "YES" RESPONSES | Y / N |
|---|---|
| 1a. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY ? | N |

| PARENT COMPANY NAME | RELATIONSHIP DESCRIPTION | % OWNED |
|---|---|---|
| | | |

| 1b. DOES THE APPLICANT HAVE ANY SUBSIDIARIES? | N |
|---|---|

| SUBSIDIARY COMPANY NAME | RELATIONSHIP DESCRIPTION | % OWNED |
|---|---|---|
| | | |

| 2. IS A FORMAL SAFETY PROGRAM IN OPERATION? ☐ SAFETY MANUAL ☐ SAFETY POSITION ☐ MONTHLY MEETINGS ☐ OSHA ☐ | Y |
|---|---|
| 3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS? | N |

4. ANY OTHER INSURANCE WITH THIS COMPANY? (List policy numbers) — N

| LINE OF BUSINESS | POLICY NUMBER | LINE OF BUSINESS | POLICY NUMBER |
|---|---|---|---|
| | | | |
| | | | |

| 5. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR THREE (3) YEARS FOR ANY PREMISES OR OPERATIONS? **(Missouri Applicants - Do not answer this question)** ☐ NON-PAYMENT ☐ AGENT NO LONGER REPRESENTS CARRIER ☐ ☐ NON-RENEWAL ☐ UNDERWRITING ☐ CONDITION CORRECTED (Describe): | N |
|---|---|
| 6. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING? | N |
| 7. DURING THE LAST FIVE YEARS (TEN IN RI), HAS ANY APPLICANT BEEN INDICTED FOR OR CONVICTED OF ANY DEGREE OF THE CRIME OF FRAUD, BRIBERY, ARSON OR ANY OTHER ARSON-RELATED CRIME IN CONNECTION WITH THIS OR ANY OTHER PROPERTY? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment). | N |

8. ANY UNCORRECTED FIRE AND/OR SAFETY CODE VIOLATIONS? — N

| OCCUR DATE | EXPLANATION | RESOLUTION | RESOLVE DATE |
|---|---|---|---|
| | | | |
| | | | |

9. HAS APPLICANT HAD A FORECLOSURE, REPOSSESSION, BANKRUPTCY OR FILED FOR BANKRUPTCY DURING THE LAST FIVE (5) YEARS? — N

| OCCUR DATE | EXPLANATION | RESOLUTION | RESOLVE DATE |
|---|---|---|---|
| | | | |
| | | | |

10. HAS APPLICANT HAD A JUDGEMENT OR LIEN DURING THE LAST FIVE (5) YEARS? — N

| OCCUR DATE | EXPLANATION | RESOLUTION | RESOLVE DATE |
|---|---|---|---|
| | | | |
| | | | |

| 11. HAS BUSINESS BEEN PLACED IN A TRUST? **NAME OF TRUST:** | N |
|---|---|
| 12. ANY FOREIGN OPERATIONS, FOREIGN PRODUCTS DISTRIBUTED IN USA, OR US PRODUCTS SOLD / DISTRIBUTED IN FOREIGN COUNTRIES? (If "YES", attach ACORD 815 for Liability Exposure and/or ACORD 816 for Property Exposure) | N |
| 13. DOES APPLICANT HAVE OTHER BUSINESS VENTURES FOR WHICH COVERAGE IS NOT REQUESTED? | N |
| 14. DOES APPLICANT OWN / LEASE / OPERATE ANY DRONES? (If "YES", describe use) | N |
| 15. DOES APPLICANT HIRE OTHERS TO OPERATE DRONES? (If "YES", describe use) | N |

**REMARKS / PROCESSING INSTRUCTIONS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

## PRIOR CARRIER INFORMATION

| YEAR | CATEGORY | GENERAL LIABILITY | AUTOMOBILE | PROPERTY | OTHER: |
|---|---|---|---|---|---|
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | $ | $ | $ | $ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |

AGENCY CUSTOMER ID: 00602844

**PRIOR CARRIER INFORMATION (continued)**

| YEAR | CATEGORY | GENERAL LIABILITY | AUTOMOBILE | PROPERTY | OTHER: |
|---|---|---|---|---|---|
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | $ | $ | $ | $ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |
| | CARRIER | | | | |
| | POLICY NUMBER | | | | |
| | PREMIUM | $ | $ | $ | $ |
| | EFFECTIVE DATE | | | | |
| | EXPIRATION DATE | | | | |

**LOSS HISTORY** ☐ **Check if none** **(Attach Loss Summary for Additional Loss Information)**

ENTER ALL CLAIMS OR LOSSES (REGARDLESS OF FAULT AND WHETHER OR NOT INSURED) OR OCCURRENCES THAT MAY GIVE RISE TO CLAIMS FOR THE LAST _____ YEARS

**TOTAL LOSSES: $**

| DATE OF OCCURRENCE | LINE | TYPE / DESCRIPTION OF OCCURRENCE OR CLAIM | DATE OF CLAIM | AMOUNT PAID | AMOUNT RESERVED | SUBRO-GATION Y / N | CLAIM OPEN Y / N |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**SIGNATURE**

☐ Copy of the Notice of Information Practices (Privacy) has been given to the applicant. (Not required in all states, contact your agent or broker for your state's requirements.)

PERSONAL INFORMATION ABOUT YOU, INCLUDING INFORMATION FROM A CREDIT OR OTHER INVESTIGATIVE REPORT, MAY BE COLLECTED FROM PERSONS OTHER THAN YOU IN CONNECTION WITH THIS APPLICATION FOR INSURANCE AND SUBSEQUENT AMENDMENTS AND RENEWALS. SUCH INFORMATION AS WELL AS OTHER PERSONAL AND PRIVILEGED INFORMATION COLLECTED BY US OR OUR AGENTS MAY IN CERTAIN CIRCUMSTANCES BE DISCLOSED TO THIRD PARTIES WITHOUT YOUR AUTHORIZATION. CREDIT SCORING INFORMATION MAY BE USED TO HELP DETERMINE EITHER YOUR ELIGIBILITY FOR INSURANCE OR THE PREMIUM YOU WILL BE CHARGED. WE MAY USE A THIRD PARTY IN CONNECTION WITH THE DEVELOPMENT OF YOUR SCORE. YOU MAY HAVE THE RIGHT TO REVIEW YOUR PERSONAL INFORMATION IN OUR FILES AND REQUEST CORRECTION OF ANY INACCURACIES. YOU MAY ALSO HAVE THE RIGHT TO REQUEST IN WRITING THAT WE CONSIDER EXTRAORDINARY LIFE CIRCUMSTANCES IN CONNECTION WITH THE DEVELOPMENT OF YOUR CREDIT SCORE. THESE RIGHTS MAY BE LIMITED IN SOME STATES. PLEASE CONTACT YOUR AGENT OR BROKER TO LEARN HOW THESE RIGHTS MAY APPLY IN YOUR STATE OR FOR INSTRUCTIONS ON HOW TO SUBMIT A REQUEST TO US FOR A MORE DETAILED DESCRIPTION OF YOUR RIGHTS AND OUR PRACTICES REGARDING PERSONAL INFORMATION. (Not applicable in AZ, CA, DE, KS, MA, MN, ND, NY, OR, VA, or WV. Specific ACORD 38s are available for applicants in these states.) **(Applicant's Initials):** _____

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

| PRODUCER'S SIGNATURE | PRODUCER'S NAME (Please Print) | | STATE PRODUCER LICENSE NO (Required in Florida) |
|---|---|---|---|
| APPLICANT'S SIGNATURE | | DATE | NATIONAL PRODUCER NUMBER |

AGENCY CUSTOMER ID: 00602844

# PROPERTY SECTION

DATE (MM/DD/YYYY): 09/03/2026

| AGENCY NAME | CARRIER | NAIC CODE |
|---|---|---|
| Risk Management Associates, Inc. | Lloyd's of London | |

| POLICY NUMBER | EFFECTIVE DATE | NAMED INSURED(S) |
|---|---|---|
| BRIDGE | 10/01/2026 | Town of Bay Harbor Islands |

## BLANKET SUMMARY

| BLKT # | AMOUNT | TYPE | BLKT # | AMOUNT | TYPE |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |

## PREMISES INFORMATION

PREMISES #: | STREET ADDRESS:

BUILDING #: | BLDG DESCRIPTION:

| SUBJECT OF INSURANCE | AMOUNT | COINS % | VALUATION | CAUSES OF LOSS | INFLATION GUARD % | DED | DED TYPE | BLKT # | FORMS AND CONDITIONS TO APPLY |
|---|---|---|---|---|---|---|---|---|---|
| Policy Limits | $7,500,000 | | RC | All Risks | | 50,000 | | | NS-5%/$250K minimum; Other Wind-$100,000 |
| Flood | | | | | | 500,000 | | | |
| Earthquake | | | | | | 25,000 | | | |
| | | | | | | | | | |
| | | | | | | | | | |

ADDITIONAL INFORMATION | ☐ BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810 | ☐ VALUE REPORTING INFORMATION - Attach ACORD 811

## ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

SPOILAGE COVERAGE (Y / N): ☐

DESCRIPTION OF PROPERTY COVERED

LIMIT: $

DEDUCTIBLE: $

REFRIG MAINT AGREEMENT (Y / N): ☐

OPTIONS: ☐ BREAKDOWN OR CONTAMINATION ☐ POWER OUTAGE ☐ SELLING PRICE

SINKHOLE COVERAGE (Required in Florida) ☐ ACCEPT COVERAGE ☐ REJECT COVERAGE LIMIT: $

MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV) ☐ ACCEPT COVERAGE ☐ REJECT COVERAGE LIMIT: $

☐ PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK

# OF OPEN SIDES ON STRUCTURE: _____

| CONSTRUCTION TYPE | DISTANCE TO HYDRANT (FT) | DISTANCE TO FIRE STAT (MI) | FIRE DISTRICT | CODE NUMBER | PROT CL | # STORIES | # BASM'TS | YR BUILT | TOTAL AREA |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

BUILDING IMPROVEMENTS: ☐ WIRING, YR: ☐ PLUMBING, YR: ☐ ROOFING, YR: ☐ HEATING, YR: ☐ OTHER: YR:

BLDG CODE GRADE | TAX CODE | ROOF TYPE

WIND CLASS: ☐ RESISTIVE ☐ SEMI- RESISTIVE

OTHER OCCUPANCIES

☐ HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT DATE INSTALLED: _____

MANUFACTURER:

PRIMARY HEAT: ☐ BOILER ☐ SOLID FUEL ☐

IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N

SECONDARY HEAT: ☐ BOILER ☐ SOLID FUEL ☐

IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N

| RIGHT EXPOSURE & DISTANCE | LEFT EXPOSURE & DISTANCE | FRONT EXPOSURE & DISTANCE | REAR EXPOSURE & DISTANCE |
|---|---|---|---|
| | | | |

BURGLAR ALARM TYPE | CERTIFICATE # | EXPIRATION DATE | ☐ CENTRAL STATION ☐ LOCAL GONG ☐ WITH KEYS

BURGLAR ALARM INSTALLED AND SERVICED BY | EXTENT | GRADE | # GUARDS / WATCHMEN | ☐ CLOCK HOURLY

PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems) | % SPRNK | FIRE ALARM MANUFACTURER | ☐ CENTRAL STATION ☐ LOCAL GONG

## ADDITIONAL INTEREST

☐ ACORD 45 attached for additional names

INTEREST: ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE ☐

NAME AND ADDRESS RANK: _____ EVIDENCE: ☐ CERTIFICATE

REFERENCE / LOAN #:

INTEREST IN ITEM NUMBER

LOCATION: | BUILDING:

ITEM CLASS: | ITEM:

ITEM DESCRIPTION


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AGENCY CUSTOMER ID: 00602844

## ADDITIONAL PREMISES INFORMATION

| PREMISES #: | STREET ADDRESS: |
|---|---|
| BUILDING #: | BLDG DESCRIPTION: |

| SUBJECT OF INSURANCE | AMOUNT | COINS % | VALU-ATION | CAUSES OF LOSS | INFLATION GUARD % | DED | DED TYPE | BLKT # | FORMS AND CONDITIONS TO APPLY |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

ADDITIONAL INFORMATION ☐ BUSINESS INCOME / EXTRA EXPENSE - Attach ACORD 810 ☐ VALUE REPORTING INFORMATION - Attach ACORD 811

## ADDITIONAL COVERAGES, OPTIONS, RESTRICTIONS, ENDORSEMENTS AND RATING INFORMATION

| SPOILAGE COVERAGE (Y / N) | DESCRIPTION OF PROPERTY COVERED | LIMIT $ / DEDUCTIBLE $ | REFRIG MAINT AGREEMENT (Y / N) | OPTIONS |
|---|---|---|---|---|
| ☐ | | | ☐ | ☐ BREAKDOWN OR CONTAMINATION<br>☐ POWER OUTAGE ☐ SELLING PRICE |

SINKHOLE COVERAGE (Required in Florida) ☐ ACCEPT COVERAGE ☐ REJECT COVERAGE LIMIT: $

MINE SUBSIDENCE COVERAGE (Required in IL, IN, KY and WV) ☐ ACCEPT COVERAGE ☐ REJECT COVERAGE LIMIT: $

☐ PROPERTY HAS BEEN DESIGNATED AN HISTORICAL LANDMARK # OF OPEN SIDES ON STRUCTURE: _____

| CONSTRUCTION TYPE | DISTANCE TO HYDRANT FT | DISTANCE TO FIRE STAT MI | FIRE DISTRICT | CODE NUMBER | PROT CL | # STORIES | # BASM'TS | YR BUILT | TOTAL AREA |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

BUILDING IMPROVEMENTS
☐ WIRING, YR: ☐ PLUMBING, YR:
☐ ROOFING, YR: ☐ HEATING, YR:
☐ OTHER: YR:

BLDG CODE GRADE | TAX CODE | ROOF TYPE

WIND CLASS ☐ RESISTIVE ☐ SEMI- RESISTIVE

OTHER OCCUPANCIES
☐ HEATING SOURCE INCL WOODBURNING STOVE OR FIREPLACE INSERT DATE INSTALLED: _____
MANUFACTURER:

PRIMARY HEAT
☐ BOILER ☐ SOLID FUEL ☐
IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N

SECONDARY HEAT
☐ BOILER ☐ SOLID FUEL ☐
IF BOILER, IS INSURANCE PLACED ELSEWHERE? ☐ Y / N

| RIGHT EXPOSURE & DISTANCE | LEFT EXPOSURE & DISTANCE | FRONT EXPOSURE & DISTANCE | REAR EXPOSURE & DISTANCE |
|---|---|---|---|
| | | | |

| BURGLAR ALARM TYPE | CERTIFICATE # | EXPIRATION DATE | ☐ CENTRAL STATION ☐ LOCAL GONG ☐ WITH KEYS |
|---|---|---|---|
| | | | |

| BURGLAR ALARM INSTALLED AND SERVICED BY | EXTENT | GRADE | # GUARDS / WATCHMEN | ☐ CLOCK HOURLY |
|---|---|---|---|---|
| | | | | |

| PREMISES FIRE PROTECTION (Sprinklers, Standpipes, CO2 / Chemical Systems) | % SPRNK | FIRE ALARM MANUFACTURER | ☐ CENTRAL STATION ☐ LOCAL GONG |
|---|---|---|---|
| | | | |

## ADDITIONAL INTEREST

☐ ACORD 45 attached for additional names

| INTEREST | NAME AND ADDRESS RANK: EVIDENCE: ☐ CERTIFICATE | INTEREST IN ITEM NUMBER |
|---|---|---|
| ☐ LENDER'S LOSS PAYABLE<br>☐ LOSS PAYEE<br>☐ MORTGAGEE<br>☐ | REFERENCE / LOAN #: | LOCATION: BUILDING:<br>ITEM CLASS: ITEM:<br>ITEM DESCRIPTION |

**REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV**

Any person who knowingly (or willfully)* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. *Applies in MD Only.

**Applicable in CO**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK**

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)*. *Applies in FL Only.

**Applicable in KS**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties* (not to exceed five thousand dollars and the stated value of the claim for each such violation)*. *Applies in NY Only.

**Applicable in ME, TN, VA and WA**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)* include imprisonment, fines and denial of insurance benefits. *Applies in ME Only.

**Applicable in NJ**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR**

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars ($5,000) and not more than ten thousand dollars ($10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

THE UNDERSIGNED IS AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT AND REPRESENTS THAT REASONABLE INQUIRY HAS BEEN MADE TO OBTAIN THE ANSWERS TO QUESTIONS ON THIS APPLICATION. HE/SHE REPRESENTS THAT THE ANSWERS ARE TRUE, CORRECT AND COMPLETE TO THE BEST OF HIS/HER KNOWLEDGE.

| PRODUCER'S SIGNATURE | PRODUCER'S NAME (Please Print) | | STATE PRODUCER LICENSE NO (Required in Florida) |
|---|---|---|---|
| APPLICANT'S SIGNATURE | | DATE | NATIONAL PRODUCER NUMBER |

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**
**RESOLUTION NO. 2026-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE RENEWAL OF THE SHEPARD BROAD CAUSEWAY BRIDGE PROPERTY INSURANCE POLICY FOR FISCAL YEAR 2026/2027; APPROVING PROPERTY INSURANCE COVERAGE THROUGH LLOYD'S OF LONDON AND TERRORISM AND SABOTAGE COVERAGE THROUGH EVANSTON INSURANCE COMPANY PURSUANT TO THE TERRORISM RISK INSURANCE ACT (TRIA); AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE RENEWAL; AUTHORIZING PAYMENT OF PREMIUMS IN AN AMOUNT NOT TO EXCEED $417,654.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Town of Bay Harbor Islands is required to maintain insurance coverage for the Shepard Broad Causeway pursuant to debt covenants; and

**WHEREAS,** The Town desires to renew bridge property insurance coverage for FY 2026/2027; and

**WHEREAS,** Lloyd's of London and Evanston Insurance Company will provide the coverages described herein; and

**WHEREAS,** The total annual premium shall not exceed $417,654.00; and

**WHEREAS,** The Town Council finds approval to be in the best interests of the Town; and

**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 approves the renewal of the bridge property insurance and TRIA coverage for FY 2026/2027.

**SECTION 3. Authorization.** The Town Manager is authorized to execute all documents necessary to effectuate the renewal.

**SECTION 4. Funding.** Premium payments shall not exceed $417,654.00.

**SECTION 5. Implementation.** Town officials are authorized to implement this Resolution.

**SECTION 6. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Bay Harbor Islands, Florida, on _____, 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 | _____ |

**TOWN OF BAY HARBOR ISLANDS**

By: _____
Issac Salver
Mayor

**ATTEST:**

_____
Evelyn Herbello, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
McCarter & English LLP
Tania Cruz-Gimenez
Town Attorney

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 11.9
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution renewing the Property and Casualty Liability, Workers Compensation Insurance for FY 2026/2027.Town Manager

---

**Suggested Action:** – Staff recommends Town Council approve the renewal for FY 2026/27.

**Description/Background** – **BACKGROUND**

The Florida League of Cities, Inc. (League), administrator of the Florida Municipal Insurance Trust (FMIT), is the state association for cities, towns, and villages in Florida. The League established its first insurance program in 1977 to provide workers' compensation coverage and services to governmental entities. Since then, it has established Trusts for the liability, property, and health lines of coverage. For the past several years, the Town has been using FMIT's services.

The FMIT invoice and annual policy for general, professional, automobile, property, and workers' compensation insurance from Florida Municipal Insurance Trust (Florida League of Cities) for the 2026-2027 Fiscal Year, in the amount of $666,497.00.

**FINANCIAL ANALYSIS:**

Below is an overview of the premium proposal for FY 2026/27:

| Name | FY25/26 Net Actual | FY26/27 Net Premium |
|---|---|---|
| General/Professional Liability (w/crime and fidelity and law enforcement) | $136,886.00 | $150,651.00 |
| Cyber Liability | $3,153.00 | $3,364.00 |
| Auto Liability | $37,296.00 | $48,684.00 |
| Auto Physical Damage | $26,774.00 | $32,096.00 |
| Property Coverage (with Inland Marine) | $319,836.00 | $287,865.00 |
| Worker's Compensation | $135,440.00 | $143,837.00 |

| | | |
|---|---|---|
| **Total:** | **$659,385.00** | **$666,497.00** |

The current 2026-2027 premium quote includes credits issued from the 2025-2026 year of transition from the demolished Town Hall, trailer temporary housing and the current-temporary Town Hall. Workers Compensation increase is based on increased payroll and new positions added. Auto increases are due to local insurance premiums in Miami as well as the value of vehicles with modern accessories, such as cameras and sensors.

| | |
|---|---|
| GL Line Number | Various |
| Total Amount Budgeted | • Property/Liability $792,316<br>• Worker's Comp. $217,126<br>• **Total: $1,009,442** |
| Encumbered | $0 |
| Balance Remaining | $1,009,442.00 |

**ACTION / NEXT STEPS**

Staff recommends that the Town Council approve the renewal for FY 2026/27.

FMIT Invoice and Annual Policy Summary FY2026-27.pdf
BHI Property Casualty WorkersComp Resolution Item 11.10.docx

# Invoice

Florida Municipal Insurance Trust

26/27 Fund Year  2627-0033-Q1-1 Quarterly Invoice

| INVOICE ID NO. | FMIT NO. | INVOICE DATE | INVOICE AMOUNT | DUE DATE |
|---|---|---|---|---|
| 2627-0033-Q1-1 | 0033 | 10/01/2026 | $166,624.25 | 10/01/2026 |

Bill To

Town of Bay Harbor Islands
1030 95 Street
Bay Harbor Islands, Florida  33154

Payment Instructions

To make a payment, please use the link in the email you received to pay your invoice or visit https://insurance.flcities.com to pay from the member dashboard.

# Invoice

Florida Municipal Insurance Trust

26/27 Fund Year 2627-0033-Q1-1 Quarterly Invoice

FMIT
FLORIDA MUNICIPAL INSURANCE TRUST

POLICY SUMMARY

| Coverage | Premium | Service Fee | Incentive Credit | Total Net Premium |
|---|---|---|---|---|
| General Liability | $82,321.00 | $0.00 | -$33,468.00 | $48,853.00 |
| Errors & Omissions | $103,459.00 | $0.00 | -$41,633.00 | $61,826.00 |
| Law Enforcement Liability | $62,956.00 | $0.00 | -$25,065.00 | $37,891.00 |
| Cyber Liability | $3,364.00 | $0.00 | -$0.00 | $3,364.00 |
| Commercial Property | $257,942.00 | $0.00 | -$0.00 | $257,942.00 |
| Crime and Fidelity | $2,081.00 | $0.00 | -$0.00 | $2,081.00 |
| Inland Marine | $29,923.00 | $0.00 | -$0.00 | $29,923.00 |
| Auto Liability | $48,684.00 | $0.00 | -$0.00 | $48,684.00 |
| Auto Physical Damage | $32,096.00 | $0.00 | -$0.00 | $32,096.00 |
| **Subtotal for the Above Coverages** | **$622,826.00** | **$0.00** | **-$100,166.00** | **$522,660.00** |
| Workers Compensation | $261,434.00 | $0.00 | -$117,597.00 | $143,837.00 |
| **Total Net Premium** | | | | **$666,497.00** |

# Invoice

Florida Municipal Insurance Trust

26/27 Fund Year 2627-0033-Q1-1 Quarterly Invoice

FMIT
FLORIDA MUNICIPAL INSURANCE TRUST

## PREVIOUS ACTIVITY

| | Total Net Premium |
|---|---|
| Previous Invoices | $0.00 |
| Total Balance Forward | $0.00 |

## CURRENT INSTALLMENTS

| Coverage | Premium | Service Fee | Incentive Credit | Total Net Premium |
|---|---|---|---|---|
| General Liability | $20,580.32 | $0.00 | -$8,367.07 | $12,213.25 |
| Errors & Omissions | $25,864.69 | $0.00 | -$10,408.19 | $15,456.50 |
| Law Enforcement Liability | $15,738.91 | $0.00 | -$6,266.16 | $9,472.75 |
| Cyber Liability | $841.00 | $0.00 | -$0.00 | $841.00 |
| Commercial Property | $64,485.50 | $0.00 | -$0.00 | $64,485.50 |
| Crime and Fidelity | $520.25 | $0.00 | -$0.00 | $520.25 |
| Inland Marine | $7,480.75 | $0.00 | -$0.00 | $7,480.75 |
| Commercial Auto | $20,195.00 | $0.00 | -$0.00 | $20,195.00 |
| **Subtotal for the Above Coverages** | **$155,706.42** | **$0.00** | **-$25,041.42** | **$130,665.00** |
| Workers Compensation | $65,358.48 | $0.00 | -$29,399.23 | $35,959.25 |
| **TOTAL INSTALLMENT AMOUNT** | | | | **$166,624.25** |

**Total Due By 10/01/2026** **$166,624.25**

# Invoice

Florida Municipal Insurance Trust

26/27 Fund Year  2627-0033-Q1-1 Quarterly Invoice

Note: This renewal is based on all coverages. If any of the lines of coverage are not renewed, the other line pricing will change or coverage offerings on the remaining lines could be withdrawn altogether.
Policies will be made available after October 1, 2026, and can be viewed and printed online once payment is received.
Please see the last page for further details on our Premium Installment Plan, Penalty Policy and Payment Information.

## PAST DUE BALANCE

| Invoice ID# | Due Date | Fund Year | Total Past Due Balance |
|---|---|---|---|
| 2627-0033-Q1-1 | 10/01/2026 | 26/27 | $166,624.25 |

Note: Immediate attention is required for the above listed Past Due Balance. To view invoices and make payment, please visit: https://insurance.flcities.com.
If payment has already been issued, please disregard the above Past Due Balance section.

# Invoice

Florida Municipal Insurance Trust

26/27 Fund Year 2627-0033-Q1-1 Quarterly Invoice

## PREMIUM INSTALLMENT PLAN, PENALTY POLICY, AND PAYMENT INFORMATION

***PLEASE READ THIS PAGE CAREFULLY***

**No Coverage, Terms or Conditions are to be Assumed.**

All Trust Programs are Non-Assessable

**Terms of this Agreement:**

Premiums shown are subject to year-end audit adjustments.

All coverages provided by the Florida Municipal Insurance Trust are on an occurrence format.

The Florida Municipal Insurance Trust does not automatically include prior acts (tail) coverage.

### 26/27 PREMIUM INSTALLMENT PLAN

| First installment | Second installment | Third installment | Fourth installment |
|---|---|---|---|
| 25% minimum due<br>October 1, 2026 | 25% minimum due<br>January 1, 2027 | 25% minimum due<br>April 1, 2027 | 25% minimum due<br>July 1, 2027 |

**NOTE: If the total net premium is under $6,000.00 the installment provisions noted above do not apply.**

For any other coverages, the premium is billed by the Florida League of Cities and due in full at inception, regardless of the size of the premium.

Forty-five (45) Days Notice of Cancellation and Non-Renewal

Ten (10) Days Notice of Cancellation for Non-Payment of Premium

Note: Coverage summaries provided herein are intended as an outline of coverage only and are necessarily brief. In the event of loss, all terms, conditions, and exclusions of actual Agreement and/or policies will apply.

**Florida Municipal Insurance Trust (FMIT)**

Online payments please visit: https://insurance.flcities.com

***Insurance deductibles cannot be made via ACH.*** Deductible payments should be made via the payment portal. If you have questions, contact the person whose name is listed on the deductible invoice.

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**
**RESOLUTION NO. 2026-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE RENEWAL OF PROPERTY, CASUALTY LIABILITY, AND WORKERS' COMPENSATION INSURANCE COVERAGE THROUGH THE FLORIDA MUNICIPAL INSURANCE TRUST FOR FISCAL YEAR 2026/2027; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE RENEWAL; AUTHORIZING EXPENDITURES IN AN AMOUNT NOT TO EXCEED $666,497.00; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Town maintains property, casualty liability, automobile, professional liability, cyber liability, and workers compensation insurance coverage through the Florida Municipal Insurance Trust; and

**WHEREAS,** The Florida Municipal Insurance Trust has submitted renewal terms for Fiscal Year 2026/2027 in the amount of $666,497.00; and

**WHEREAS,** The proposed renewal provides coverage for general and professional liability, law enforcement liability, automobile liability, automobile physical damage, cyber liability, property coverage, inland marine coverage, and workers compensation coverage; and

**WHEREAS,** The Town has budgeted sufficient funds for the renewal of such insurance coverages; and

**WHEREAS,** The Town Council finds that renewal of these insurance coverages is in the best interests of the Town; and

**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 renewal of the Town's property, casualty liability, and workers compensation insurance coverage through the Florida Municipal Insurance Trust for Fiscal Year 2026/2027 is approved.

**SECTION 3. Authorization.** The Town Manager is authorized to execute all applications, policies, binders, renewals, and related documents necessary to effectuate the renewal.

**SECTION 4. Funding.** Expenditures are authorized in an amount not to exceed $666,497.00.

**SECTION 5. Implementation.** Town officials are authorized to take all actions necessary to implement this Resolution.

**SECTION 6. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Bay Harbor Islands, Florida, on _____, 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 | _____ |

**TOWN OF BAY HARBOR ISLANDS**

By:_____
Issac Salver
Mayor

**ATTEST:**

_____
Evelyn Herbello, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
McCarter & English LLP
Tania Cruz-Gimenez
Town Attorney

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 11.10
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution renewing the insurance coverage as proposed in the Employee Benefits Comparison for FY 2026/2027. Town Manager

---

**Description/Background** – Staff recommends the Town Council approve the renewal of the insurance coverage as proposed in the Employee Benefits Comparison for FY 2026/27 attached hereto:

- Medical - Cigna Healthcare Proposed 2 plan option (Open Access Plan In-Network and Open Access Plan) - Significant satisfactory review by employees.
- Dental – MetLife Proposed 2 plan option (DHMO and PPO) - Significant satisfactory review by employees.
- Vision – MetLife Vision 130
- Life and AD&D – MetLife current plan renewal

**BACKGROUND**

Health Market Analysis:

For FY2026/27, Brown & Brown sought quotes from all available markets. A renewal from Cigna was submitted along with a proposal of a new plan option. Additional proposals were submitted by Florida Blue, Curative and United Healthcare. The following were proposed:

**Medical:**

- Cigna – current
  - 2 Plans
  - Renewal: (45.6%); Total Annual Premium $2,255,175
  - This increase comes at the cost of high utilization from the employee audience. Comparatively in the FY25/26 year, for every $1 the Town of Bay Harbor Islands paid to Cigna, the Town used approximately $1.45; $1,549,141 Annual Spend

- Alternate Proposals:

- Cigna Renewal (Alternate 1)
  - 2 plans significant increase to the max out of pocket changes
  - 41.6%; total annual premium $2,193,424.

- Florida Blue
- 2 Plans with benefit differences
- 35.2%; total annual premium $2,093,753
  - No Broward Health/Memorial Hospital
  - Significantly unsatisfactory employee usage in FY 24/25

- Curative
- Zero deductible under the compliant benefits schedule
- 64.9% total annual premium $2,554,740
- Employee Medical Survey Required

- United Healthcare
- 2 plans - exact match
- 72.0%; total annual premium $2,664,887

* The Broker recommends renewal with Cigna.

**Dental/Vision Market Analysis:**

For FY2026/27, considering the favorable reviews by employees from utilization, specifically with MetLife Dental including their much larger network, it was favorable to renew with MetLife and provide continuity. The overall increase for the dental plan was 6% with the renewal. The Vision plan did not have a rate increase.

- Dental
- MetLife
  - +6% Renewal

- Vision
- No rate increase
- The broker recommends renewal with MetLife.

**Life, AD&D, Short-term and Long-term Disability Insurance Market Analysis:**

For FY2026/27, due to no complaints, issues or concerns with the FY25/26 carriers, inclusive to the expanded coverage with Dental and Vision, continuing with MetLife is optimal.

- Basic Life, Vol., Life, ER STD, ER LTD
- No rate increase until 10/01/2027.
- The broker recommends renewing with MetLife.

**FINANCIAL ANALYSIS**

The gross annual medical premium will increase from $1,549,141 for FY25/26 to $2,255,175 for FY26/27, an increase of $706,034 (45.6%). This is before employee contributions and excludes other benefits.

Funding is covered by the General, Building, Youth Development Program, Causeway, Sewer, Water, Parking, Solid Waste Collection and Stormwater Utility Funds.

GL Line Item Number: Group Insurance object 52300 (various accounts)
Annual Revised Budget: $4,314,601.08

**BUDGET IMPACT:**

| Name | Impact Date | Fund(s) | Account(s) | Project No. (s) | Amount Budgeted |
|---|---|---|---|---|---|
| Group Insurance Budget | FY 2026/2027 | Multiple Funds (9) | Group Insurance Object 52300 | | $4,314,601.08 annual revised |

**ACTION / NEXT STEPS**

Staff recommends that the Town Council approve the renewal for FY 2026/27 as recommended by the broker for medical, dental/vision, and life, AD&D, short-term and long-term disability insurance as noted above.

FY2026-27 Employee Insurance Rates Summary.pdf
Group Insurance Budget by Fund FY2026-27.pdf
TOBH 2026-27 medical renewal comparison.pdf
BHI Employee Benefits Resolution Item 11.11.docx

# RATE SHEET

## MEDICAL PAYROLL DEDUCTION BI MONTHLY

| Plan | Employee | Employee + Spouse | Employee + Child(ren) | Family |
|---|---|---|---|---|
| OAPIN | $0.00 | $183.65 | $143.48 | $315.65 |
| OAP | $10.32 | $207.19 | $164.13 | $348.68 |



## DENTAL PAYROLL DEDUCTION BI MONTHLY

| Plan | Employee | Employee + Spouse | Employee + Child(ren) | Family |
|---|---|---|---|---|
| DHMO | $0.00 | $2.87 | $3.59 | $7.52 |
| DPPO | $21.88 | $46.61 | $51.34 | $78.93 |

## VISION PAYROLL DEDUCTION BI MONTHLY

| Plan | Employee | Employee + Spouse | Employee + Child(ren) | Family |
|---|---|---|---|---|
| Vision | $3.05 | $5.78 | $6.79 | $9.56 |

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# Group Insurance Budget by Fund

Fiscal Year 2026-27

GL-reported annual revised budget

| Fund | Fund name | Annual revised budget |
|---|---|---|
| 001 | General Fund | $2,497,134.67 |
| 101 | Building Fund | $226,557.77 |
| 104 | Bright Paths Youth Development Program | $84,621.00 |
| 401 | Causeway Fund | $855,473.09 |
| 402 | Sewer Fund | $226,272.77 |
| 403 | Water Fund | $150,708.55 |
| 404 | Parking Fund | $187,486.25 |
| 405 | Solid Waste Collection Fund | $46,770.41 |
| 406 | Stormwater Utility Fund | $39,576.57 |
| **Total** | | **$4,314,601.08** |

Source: OpenGov GL Balances Inquiry, Group Insurance object 52300, period ending 10/2026. Reviewed October 28, 2026.

# Medical

| | CURRENT Cigna | | | | RENEWAL Cigna | | | | ALTERNATE 1 Cigna | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | OAPIN | | OAP | | OAPIN | | OAP | | OAPIN | | OAP | |
| **In-Network Benefits Comparison** | **Level Funded** | | **Level Funded** | | **Level Funded** | | **Level Funded** | | **Level Funded (40300659)** | | **Level Funded (40300658)** | |
| **Employee Primary Residence** | | | | | | | | | | | | |
| **Deductible** | | | | | | | | | | | | |
| Individual \| Family | None | None | $500 | $1,500 | None | None | $500 | $1,500 | None | None | $500 | $1,500 |
| **Co-Insurance** | 100% | | 80% / 20% | | 100% | | 80% / 20% | | 100% | | 80% / 20% | |
| **Out of Pocket Max** | | | | | | | | | | | | |
| Individual \| Family | $2,500 | $7,500 | $2,500 | $5,000 | $2,500 | $7,500 | $2,500 | $5,000 | **$5,000** | **$10,000** | **$4,500** | **$9,000** |
| **Physician & Emergency Care** | | | | | | | | | | | | |
| Preventive Care | $0 | | $0 | | $0 | | $0 | | $0 | | $0 | |
| PCP \| Specialist | $10 | $10 | $20 | $40 | $10 | $10 | $20 | $40 | $10 | $10 | $20 | $40 |
| Virtual Visits | $0 Dedicated Virtual Providers | | $20 / $40 | | $0 Dedicated Virtual Providers | | $20 / $40 | | $0 Designated Virtual Provider | | $20 / $40 | |
| Urgent Care | $10 | | $45 | | $10 | | $45 | | $10 | | $45 | |
| Emergency Room (In or out of network) | $100 | | $100 | | $100 | | $100 | | $100 | | $100 | |
| **Hospitalization & Outpatient Care** | | | | | | | | | | | | |
| Inpatient | $250 per admission | | $600 per admission | | $250 per admission | | $600 per admission | | $250 per admission | | $600 per admission | |
| Outpatient Hospital | $100 | | $100 | | $100 | | $100 | | $100 | | $100 | |
| Physician Fees | $0 | | 20% Aft Ded | | $0 | | 20% Aft Ded | | $0 | | 20% Aft Ded | |
| Outpatient Freestanding Facility | $100 | | $100 | | $100 | | $100 | | $100 | | $100 | |
| Physician Fees | $0 | | 20% Aft Ded | | $0 | | 20% Aft Ded | | $0 | | 20% Aft Ded | |
| **Mental Health Care** | **Office / Hospital** | | **Office / Hospital** | | **Office / Hospital** | | **Office / Hospital** | | **Office / Hospital** | | **Office / Hospital** | |
| Inpatient | $250 per admission | | $600 per admission | | $250 per admission | | $600 per admission | | $250 per admission | | $600 per admission | |
| Outpatient | $10 / $0 | | $40 / $0 | | $10 / $0 | | $40 / $0 | | $10 / $0 | | $40 / $0 | |
| **Independent Facility Care** | | | | | | | | | | | | |
| Lab | $0 | | $0 | | $0 | | $0 | | $0 | | $0 | |
| X-rays | $0 | | $0 | | $0 | | $0 | | $0 | | $0 | |
| Complex Diagnostic Imaging | $75 per scan | | $150 per scan | | $75 per scan | | $150 per scan | | $75 per scan | | $150 per scan | |
| **Prescription Drugs** | | | | | | | | | | | | |
| Pharmacy Network | **Cigna 90 Now Walgreens** | | **Cigna 90 Now Walgreens** | | **Cigna 90 Now Walgreens** | | **Cigna 90 Now Walgreens** | | **Cigna 90 Now Walgreens** | | **Cigna 90 Now Walgreens** | |
| Deductible | | | | | | | | | | | | |
| Tier 1/ Tier 2/ Tier 3/ Tier 4 | $10/$50/$80 | | $10/$50/$80 | | $10/$50/$80 | | $10/$50/$80 | | $10/$50/$80 | | $10/$50/$80 | |
| Specialty - Tier 1/ Tier 2/ Tier 3/ Tier 4 | 20% | | 20% | | 20% | | 20% | | 20% | | 20% | |
| Mail Order - 90 day supply | $25/$125/$200 | | $25/$125/$200 | | $25/$125/$200 | | $25/$125/$200 | | $25/$125/$200 | | $25/$125/$200 | |
| **Out-of-Network Benefits Comparison** | | | | | | | | | | | | |
| Deductible Individual \| Family | N/A | N/A | $750 | $2,250 | N/A | N/A | $750 | $2,250 | N/A | N/A | $750 | $2,250 |
| Co-Insurance | N/A | | 60% / 40% | | N/A | | 60% / 40% | | N/A | | 60% / 40% | |
| Out of Pocket Max Individual \| Family | N/A | N/A | $5,000 | $10,000 | N/A | N/A | $5,000 | $10,000 | N/A | N/A | **$9,000** | **$18,000** |
| Most Other Services | N/A | | 40% Aft Ded | | N/A | | 40% Aft Ded | | N/A | | 40% Aft Ded | |
| Lifetime Maximum | N/A | | Unlimited | | N/A | | Unlimited | | N/A | | Unlimited | |
| **Cost Comparison** | | | | | | | | | | | | |
| **Monthly Premium** | **Cost** | **Current Enrollment** | **Cost** | **Current Enrollment** | | **Current Enrollment** | | **Current Enrollment** | | **Current Enrollment** | | **Current Enrollment** |
| Employee | $804.91 | 22 | $825.28 | 33 | $1,183.20 | 22 | $1,191.86 | 33 | $1,158.28 | 22 | $1,152.99 | 33 |
| Employee + Spouse | $1,835.21 | 4 | $1,881.65 | 6 | $2,697.74 | 4 | $2,717.47 | 6 | $2,640.93 | 4 | $2,628.84 | 6 |
| Employee + Child(ren) | $1,609.82 | 6 | $1,650.59 | 7 | $2,366.41 | 6 | $2,383.77 | 7 | $2,316.59 | 6 | $2,306.04 | 7 |
| Employee + Family | $2,575.72 | 9 | $2,640.94 | 8 | $3,786.27 | 9 | $3,814.05 | 8 | $3,706.53 | 9 | $3,689.64 | 8 |
| **Enrollment Totals** | | **41** | | **54** | | **41** | | **54** | | **41** | | **54** |
| **Monthly Premium** | **$57,889** | | **$71,206** | | **$85,096** | | **$102,835** | | **$83,304** | | **$99,481** | |
| **Total Monthly Premium** | **$129,095** | | | | **$187,931** | | | | **$182,785** | | | |
| **$ Variance** | | | | | **$58,836** | | | | **$53,690** | | | |
| **Annual Premium** | **$694,671** | | **$854,469** | | **$1,021,155** | | **$1,234,020** | | **$999,650** | | **$1,193,773** | |
| **Total Annual Premium** | **$1,549,141** | | | | **$2,255,175** | | | | **$2,193,424** | | | |
| **$ Variance** | | | | | **$706,034** | | | | **$644,283** | | | |
| **% Variance by Plan** | | | | | **47.0%** | | **44.4%** | | **43.9%** | | **39.7%** | |
| **% Total Variance** | | | | | **45.6%** | | | | **41.6%** | | | |

# Medical

| | ALTERNATE 2 Cigna | | | |
|---|---|---|---|---|
| | OAPIN | | OAP | |
| **In-Network Benefits Comparison** | **Level Funded (40345266)** | | **Level Funded (40345265)** | |
| **Employee Primary Residence** | | | | |
| **Deductible** | | | | |
| Individual \| Family | **$1,500** | **$3,000** | **$2,000** | **$4,000** |
| **Co-Insurance** | 100% | | 80% / 20% | |
| **Out of Pocket Max** | | | | |
| Individual \| Family | **$5,000** | **$10,000** | **$4,500** | **$9,000** |
| **Physician & Emergency Care** | | | | |
| Preventive Care | $0 | | $0 | |
| PCP \| Specialist | $10 | $10 | $20 | $40 |
| Virtual Visits | $0 Designated Virtual Provider | | $20 / $40 | |
| Urgent Care | **$10 + Ded** | | $45 | |
| Emergency Room (In or out of network) | $100 | | $100 | |
| **Hospitalization & Outpatient Care** | | | | |
| Inpatient | $250 per admission | | $600 per admission | |
| Outpatient Hospital | $100 | | $100 | |
| Physician Fees | $0 | | 20% Aft Ded | |
| Outpatient Freestanding Facility | $100 | | $100 | |
| Physician Fees | $0 | | 20% Aft Ded | |
| **Mental Health Care** | **Office / Hospital** | | **Office / Hospital** | |
| Inpatient | $250 per admission | | $600 per admission | |
| Outpatient | $10 / $0 | | $40 / $0 | |
| **Independent Facility Care** | | | | |
| Lab | $0 | | $0 | |
| X-rays | $0 | | $0 | |
| Complex Diagnostic Imaging | $75 per scan | | $150 per scan | |
| **Prescription Drugs** | | | | |
| Pharmacy Network | **Cigna 90 Now Walgreens** | | **Cigna 90 Now Walgreens** | |
| Deductible | | | | |
| Tier 1/ Tier 2/ Tier 3/ Tier 4 | $10/$50/$80 | | $10/$50/$80 | |
| Specialty - Tier 1/ Tier 2/ Tier 3/ Tier 4 | 20% | | 20% | |
| Mail Order - 90 day supply | $25/$125/$200 | | $25/$125/$200 | |
| **Out-of-Network Benefits Comparison** | | | | |
| Deductible Individual \| Family | N/A | N/A | **$4,000** | **$8,000** |
| Co-Insurance | N/A | | 60% / 40% | |
| Out of Pocket Max Individual \| Family | N/A | N/A | **$9,000** | **$18,000** |
| Most Other Services | N/A | | 40% Aft Ded | |
| Lifetime Maximum | N/A | | Unlimited | |
| **Cost Comparison** | | | | |
| **Monthly Premium** | | **Current Enrollment** | | **Current Enrollment** |
| Employee | $1,089.92 | 22 | $1,113.26 | 33 |
| Employee + Spouse | $2,485.03 | 4 | $2,538.23 | 6 |
| Employee + Child(ren) | $2,179.83 | 6 | $2,226.55 | 7 |
| Employee + Family | $3,487.75 | 9 | $3,562.47 | 8 |
| **Enrollment Totals** | | **41** | | **54** |
| **Monthly Premium** | **$78,387** | | **$96,053** | |
| **Total Monthly Premium** | **$174,440** | | | |
| **$ Variance** | **$45,345** | | | |
| **Annual Premium** | **$940,645** | | **$1,152,631** | |
| **Total Annual Premium** | **$2,093,276** | | | |
| **$ Variance** | **$544,135** | | | |
| **% Variance by Plan** | **35.4%** | | **34.9%** | |
| **% Total Variance** | **35.1%** | | | |

# Medical

| | PROPOSED Florida Blue | | | | PROPOSED Curative | | | |
|---|---|---|---|---|---|---|---|---|
| | Predictable Cost 55 | | Predictable Cost 03769 | | PPO | | Non-Compliant - All Plans | |
| **In-Network Benefits Comparison** | **BlueCare** | | **BlueOptions** | | **Fully Insured** | | **Fully Insured** | |
| **Employee Primary Residence** | | | | | Compliant | | Non-Compliant | |
| **Deductible** | | | | | | | | |
| Individual \| Family | None | None | $500 | $1,500 | $0 | $0 | $5,000 | $10,000 |
| **Co-Insurance** | 100% | | 80% / 20% | | 0% | | 80% / 20% | |
| **Out of Pocket Max** | | | FI2,093 | | | | | |
| Individual \| Family | $2,500 | $7,500 | $3,000 | $6,000 | $0 | $0 | $7,500 | $15,000 |
| **Physician & Emergency Care** | **Value Choice / Network** | | **Value Choice / Network** | | | | | |
| Preventive Care | $0 | | $0 | | $0 | | $0 | |
| PCP \| Specialist | $0 / $10 | $10 | $0 / $25 | $20 / $60 | $0 | $0 | $25 Aft Ded | $50 Aft Ded |
| Virtual Visits | $0 / $10 | | $0 / $60 | | $0 | | $0 Telemedicine | |
| Urgent Care | VC $0 Visits 1-2 then $10 | | VC $0 Visits 1-2 then $65 | | $0 | | 20% Aft Ded | |
| Emergency Room (In or out of network) | $100 | | $300 + $100 Phys Fees | | $0 | | 20% Aft Ded | |
| **Hospitalization & Outpatient Care** | | | | | | | | |
| Inpatient | $250 per admission | | 20% Aft Ded | | $0 | | 20% Aft Ded | |
| Outpatient Hospital | $150 | | 20% ft Ded | | $0 | | 20% Aft Ded | |
| Physician Fees | $0 | | $100 | | $0 | | 20% Aft Ded | |
| Outpatient Freestanding Facility | $100 | | 20% Aft Ded | | $0 | | 20% Aft Ded | |
| Physician Fees | $10 | | $60 | | $0 | | 20% Aft Ded | |
| **Mental Health Care** | **Office / Hospital** | | **Office / Hospital** | | | | | |
| Inpatient | $250 per admission | | 20% Aft Ded | | $0 | | 20% Aft Ded | |
| Outpatient | $10 / $150 | | $25 / 20% Aft Ded | | $0 | | 20% Aft Ded | |
| **Independent Facility Care** | | | | | | | | |
| Lab | $0 | | $0 | | $0 | | 20% Aft Ded | |
| X-rays | $10 | | $50 | | $0 | | 20% Aft Ded | |
| Complex Diagnostic Imaging | $50 | | 20% Aft Ded | | $0 | | 20% Aft Ded | |
| **Prescription Drugs** | | | | | | | | |
| Pharmacy Network | | | | | HEB, Albertsons, Publix | | | |
| Deductible | | | | | Compliant | | Non-Compliant | |
| Tier 1/ Tier 2/ Tier 3/ Tier 4 | $10/$50/$80 | | $10/$50/$80 | | $0/$50/$250 | | $50/$100/25% | |
| Specialty - Tier 1/ Tier 2/ Tier 3/ Tier 4 | 20% retail | | 20% retail | | | | | |
| Mail Order - 90 day supply | $25/$125/$200 | | $25/$125/$200 | | | | | |
| **Out-of-Network Benefits Comparison** | | | | | | | | |
| Deductible Individual \| Family | N/A | N/A | $1,500 | $4,500 | $0 | $0 | $10,000 | $20,000 |
| Co-Insurance | N/A | | 50% / 50% | | 100% | | 50% / 50% | |
| Out of Pocket Max Individual \| Family | N/A | N/A | $6,000 | $12,000 | $0 | $0 | $15,000 | $30,000 |
| Most Other Services | N/A | | 50% Aft Ded | | 0% Aft Ded | | 50% Aft Ded | |
| Lifetime Maximum | N/A | | Unlimited | | Unlimited | | Unlimited | |
| **Cost Comparison** | | | | | | | | |
| **Monthly Premium** | | **Current Enrollment** | | **Current Enrollment** | | **Current Enrollment** | | |
| Employee | $1,067.71 | 22 | $1,115.06 | 33 | $1,345.73 | 55 | | |
| Employee + Spouse | $2,434.37 | 4 | $2,542.34 | 6 | $3,068.29 | 10 | | |
| Employee + Child(ren) | $2,135.41 | 6 | $2,230.13 | 7 | $2,691.46 | 13 | | |
| Employee + Family | $3,502.07 | 9 | $3,657.41 | 8 | $4,306.35 | 17 | | |
| **Enrollment Totals** | | **41** | | **54** | | **95** | | |
| **Monthly Premium** | **$77,558** | | **$96,921** | | **$212,895** | | | |
| **Total Monthly Premium** | **$174,479** | | | | **$212,895** | | | |
| **$ Variance** | **$45,384** | | | | **$83,800** | | | |
| **Annual Premium** | **$930,698** | | **$1,163,055** | | **$2,554,740** | | **$0** | |
| **Total Annual Premium** | **$2,093,753** | | | | **$2,554,740** | | | |
| **$ Variance** | **$544,612** | | | | **$1,005,599** | | | |
| **% Variance by Plan** | **34.0%** | | **36.1%** | | **64.9%** | | | |
| **% Total Variance** | **35.2%** | | | | **64.9%** | | | |

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**
**RESOLUTION NO. 2026-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE RENEWAL OF EMPLOYEE BENEFITS INSURANCE COVERAGE FOR FISCAL YEAR 2026/2027, INCLUDING MEDICAL, DENTAL, VISION, LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT, SHORT-TERM DISABILITY, AND LONG-TERM DISABILITY COVERAGE; APPROVING THE RECOMMENDED CARRIERS AND PLANS; AUTHORIZING THE TOWN MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE RENEWALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Town provides employee benefits insurance coverage to eligible employees and dependents as part of its compensation and benefits program; and

**WHEREAS,** The Town's insurance broker, Brown & Brown, conducted a market analysis and obtained proposals for Fiscal Year 2026/2027 employee benefits coverage; and

**WHEREAS,** The broker recommends renewal of medical coverage through Cigna Healthcare, dental and vision coverage through MetLife, and life, AD&D, short-term disability, and long-term disability coverage through MetLife; and

**WHEREAS,** The proposed renewals provide continuity of coverage and maintain employee access to benefit programs that have received favorable employee reviews; and

**WHEREAS,** The Town Council finds that approval of the recommended employee benefit insurance renewals is in the best interests of the Town and its employees; and

**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 approves the renewal of employee benefits insurance coverage for Fiscal Year 2026/2027 as recommended by the Town's broker.

**SECTION 3. Approved Carriers.** Medical coverage through Cigna Healthcare, dental and vision coverage through MetLife, and life, AD&D, short-term disability, and long-term disability coverage through MetLife are approved.

**SECTION 4. Authorization.** The Town Manager is authorized to execute all agreements, renewals, and related documents necessary to implement the approved coverages.

**SECTION 5. Implementation.** Town officials are authorized to take all actions necessary to carry out the intent of this Resolution.

**SECTION 6. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Bay Harbor Islands, Florida, on _____, 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 _____

**TOWN OF BAY HARBOR ISLANDS**

By: _____
Issac Salver
Mayor

**ATTEST:**

_____
Evelyn Herbello, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
McCarter & English LLP
Tania Cruz-Gimenez
Town Attorney

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 12.1
**Date:** November 16, 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**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 12.2
**Date:** November 16, 2026
**From:** Sam Zamacona, CIP Director
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of an ordinance on second 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

---

**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,

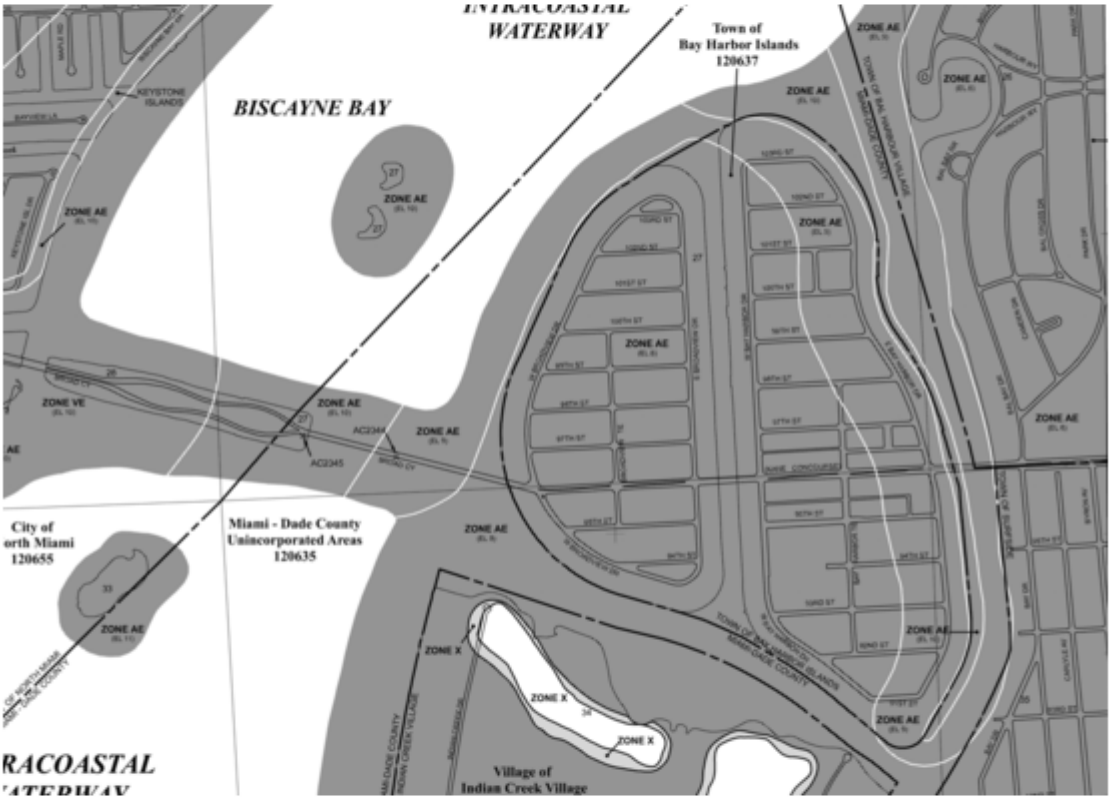


David N. Bascom, Acting Director
Engineering and Modeling Division
Federal Insurance Directorate, Resilience

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
120638
ZONE AE
(EL 9)
ZONE VE
(EL 10)
ZONE VE
(EL 9)
ZONE AE
(EL 8)
ZONE AE
(EL 7)
Town of Bay
Harbor Islands
120651
Village of Bal
Harbour Village
120636
ZONE AE
(EL 9)
ZONE AE
(EL 7)
ZONE AE
(EL 9)
Indian Creek Lake
ZONE AE
(EL 7)
Village of
Indian Creek
120639


INTRACOASTAL WATERWAY
BISCAYNE BAY
Town of Bay Harbor Islands 120637
KEYSTONE ISLANDS
ZONE AE
ZONE VE
AC2344
AC2345
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**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 12.3
**Date:** November 16, 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.

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**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_ISLAN (2).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<br>Evelyn Herbello, Town Clerk |
| **FROM:** | Lorrainia Belle<br>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**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 12.4
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of an ordinance on second 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.

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**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
Ordinance-Construction Staging

**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)(ii) 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. All construction dumpsters and temporary bathroom facilities shall be located at a minimum of five (5) feet from all property lines 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**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 12.5
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of an ordinance on second 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.

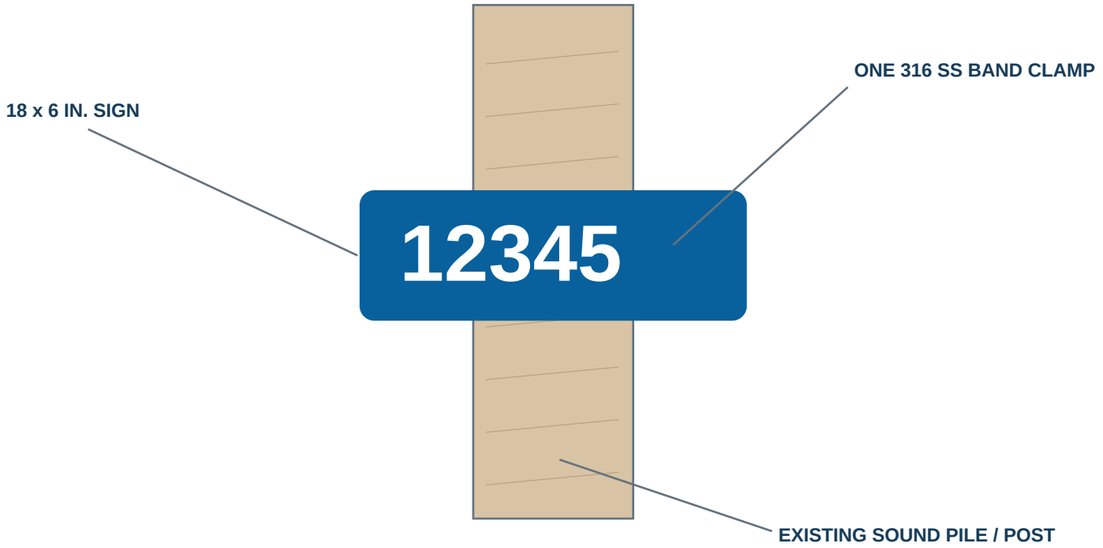
- Use durable, weather-resistant Arabic numerals at least 4 inches high, with a minimum stroke width of 1/2 inch, on a contrasting background.
- Locate the numbers on the waterside building elevation, seawall, dock, piling, monument, post, or another location approved by the Building Official, provided 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.

BHI_Waterfront_Sign_Details.pdf
Ordinance-Waterfront_Address.docx

# BAY HARBOR ISLANDS / WATERFRONT ADDRESS SIGNAGE

**PROPOSED STANDARD INSTALLATION METHODS - NOT TO SCALE**

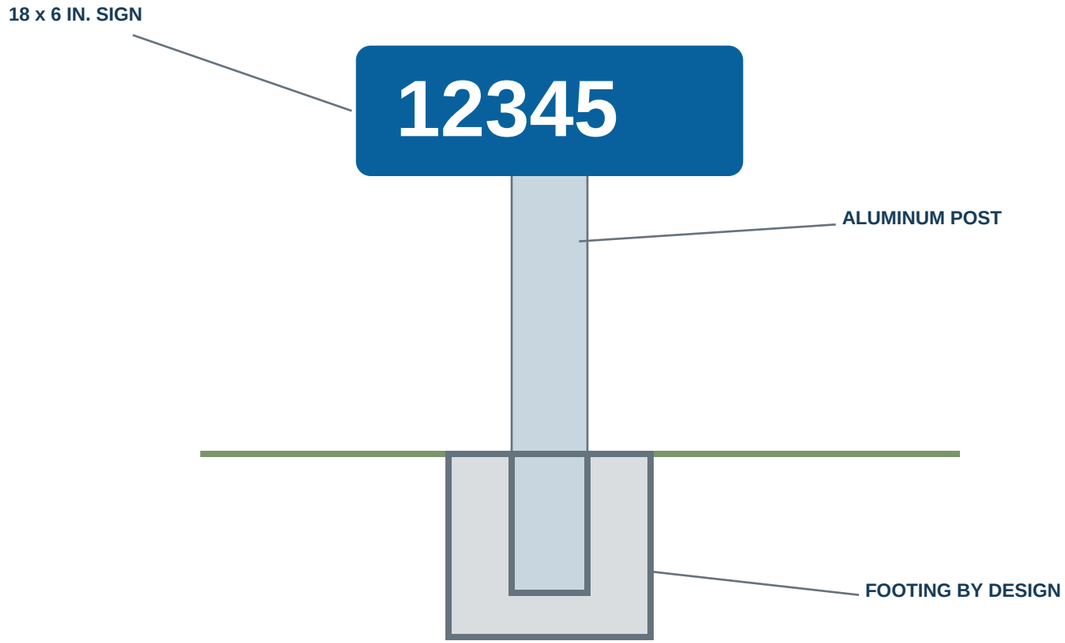
## DETAIL 01 | SINGLE BAND CLAMP MOUNT




**ELEVATION - SINGLE CLAMP, CENTERED VERTICALLY**

Bracket shall prevent rotation and slippage.

## DETAIL 02 | FREESTANDING POST MOUNT




**ELEVATION - SIMPLE POST IN LANDSCAPED AREA**

Post height, wall thickness and footing by design.

## DESIGN / INSTALLATION NOTES

01 Preferred locations: sound existing piling, structural fence post, or standalone post; avoid seawall penetrations.

02 Clamp detail depicts ONE band only. Final clamp, bracket, fastener and anti-rotation capacity require verification.

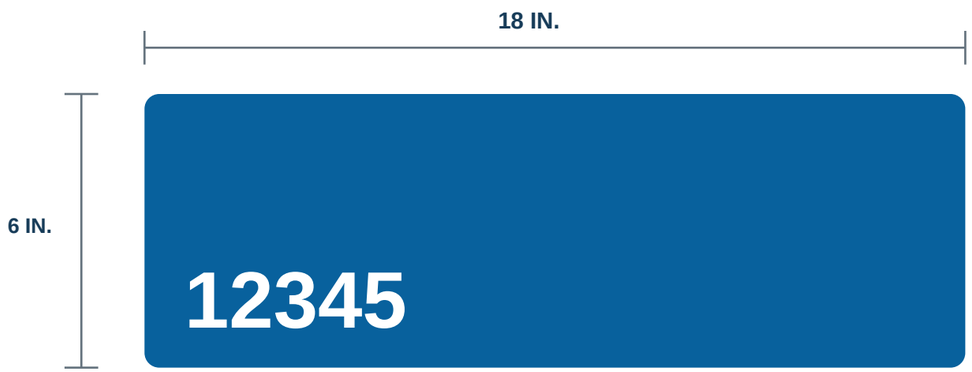
03 Use Type 316 stainless hardware; isolate dissimilar metals and protect existing finishes.

04 Police Department to approve visibility and placement; property-owner access authorization required.

05 HVHZ wind resistance, substrate capacity, footing and attachment details require engineering approval.

SIGN AND HARDWARE REFERENCE - NOT TO SCALE

## SIGN FACE / DIMENSION REFERENCE




**BLUE REFLECTIVE ALUMINUM SIGN WITH WHITE LEGEND**

Sign face is illustrative; final Town artwork governs.

## SINGLE BAND CLAMP - REFERENCE HARDWARE



**REFERENCE ONLY - EXACT PRODUCT / GRADE UNVERIFIED**

One band per sign with compatible mounting tab / plate.

Do not substitute an unrated hose clamp without review.

## MATERIAL / PROCUREMENT SCHEDULE (PRELIMINARY)

A Sign panel: 18 x 6 in. reflective aluminum; rounded edges; Town-approved graphics.

B Clamp: single adjustable Type 316 stainless band, compatible with actual support diameter.

C Mounting interface: corrosion-resistant sign bracket or plate with anti-rotation provision.

D Fasteners: Type 316 stainless bolts, washers and locking nuts, selected for bracket geometry.

E Standalone support: simple aluminum square post and engineered foundation appropriate to site.

F No anchor size, footing dimensions or clamp load rating is established by these concept drawings.

**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**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 13.1
**Date:** November 16, 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

---

**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.

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**
**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 ___ day of _____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**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 14.1
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**Subject:** Discussion and possible action regarding a sales center extension at 1170 Kane Concourse.

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**Suggested Action:** – Town Council discretion to approve the applicant's request for an extension of the temporary sales center at 1170 Kane Concourse, Suite 101, for approximately twelve (12) months or until all units are sold, with a thirty (30) day vacate period, whichever occurs first, subject to the applicant addressing the lapse since the current expiration date of October 8, 2026, and maintaining a valid Business Tax Receipt and compliance with all applicable Town Code requirements.

**Background/Analysis:** – Bay Harbour Investment, Inc. ("BHI") operates the Origin Residences sales center at 1170 Kane Concourse, Suite 101, in connection with the Origin Bay Harbor project at 9740 and 9760 West Bay Harbor Drive. The property is owned by 1170, LLC. The sales center operates under Business Tax Receipt ("BTR") No. 2605, Account No. 36336.

On February 1, 2023, the Town Council approved BHI's request to operate a temporary sales center at 1170 Kane Concourse, Suite 101. BTR No. 2605 was issued on February 23, 2023. The BTR comments state: "APPROVED BY TC ON 2.1.2023 TWO YEARS ONLY." The Council approval was therefore limited to two years and expired in February 2025.

On May 13, 2025, Code Compliance issued Notice of Violation No. 25-000940 for operating the sales center without a valid BTR and without the required Town Council approval. The compliance date was June 16, 2025.

On August 7, 2025, BHI's attorney submitted a Letter of Intent requesting Town Council approval for continued operation of the temporary sales office. The request was not placed on the August or September agendas and was ultimately heard in October.

On October 8, 2025, the Town Council approved an extension of the temporary sales center to October 8, 2026, or until all units are sold before then, with a 30-day vacate period, whichever comes first. At that meeting, BHI agreed to make a $5,000 donation to the Town's youth programs as a good-faith gesture, in addition to any fine.

On October 30, 2025, the Special Master imposed a fine of $500 per day from June 17, 2025 through October 8, 2025** (113 days), totaling **$56,500, plus a $200 administrative fee**, for a total of **$56,700.

On December 9, 2025, BHI requested mitigation, asking that the fine accrual be tolled as of August 7, 2025 and that the fine be fixed at $25,500.

On March 11, 2026, the Mitigation Committee accepted a settlement of Citation No. 25-000940 in the amount of $25,000 plus a $200 administrative fee, totaling $25,200, payable within 30 days of March 11, 2026. The settlement was memorialized in the March 11, 2026 settlement letter.

The current sales center approval expired on October 8, 2026. The applicant is scheduled to appear before the Town Council on November 16, 2026, requesting an extension of approximately twelve (12) months or until the units are sold.

Cost/Assessment Summary:

| Item | Amount | Record Status |
|---|---|---|
| Special Magistrate Civil Penalty | $56,500 | Imposed Oct. 30, 2025 |
| Administrative Fee | $200 | Imposed Oct. 30, 2025 |
| Special Master Total | $56,700 | Assessed |
| Mitigation Settlement | $25,000 | Accepted Mar. 11, 2026 |
| Administrative Fee | $200 | Accepted Mar. 11, 2026 |
| Settlement Total | $25,200 | Due within 30 days of Mar. 11, 2026 |
| Voluntary Youth Program Donation | $5,000 | Agreed Oct. 8, 2025 |
| Settlement Plus Donation | $30,200 | Accepted/Agreed |
| BTR Payment Receipt | $137.05 | Paid Oct. 27, 2025 |

ANALYSIS

1. Requested Extension

The applicant requests an extension of the temporary sales center for approximately twelve (12) months or until all units are sold, with a thirty (30) day vacate period, whichever occurs first. The request is intended to allow continued operation of the Origin Residences sales office at 1170 Kane Concourse, Suite 101.

2. Current Approval Status

The current Council approval expired on October 8, 2026. Because the November 16, 2026 Council meeting occurs after the current expiration date, staff should confirm the operational status of the sales center between October 8, 2026 and November 16, 2026, and address whether the requested extension is intended to be retroactive or whether any lapse or enforcement issue must be resolved as a condition of approval.

3. Compliance and Settlement History

Citation No. 25-000940 was closed on October 8, 2025, when the Town Council approved the prior extension. The Special Master subsequently imposed a total of $56,700**. The Mitigation Committee accepted a settlement of **$25,200 on March 11, 2026, and the applicant also agreed to a $5,000** youth-program donation. The BTR renewal was paid on October 27, 2025, in the amount of **$137.05.

4. Prior Council Approvals and Consistency

The Town Council has previously approved temporary sales centers in the B-1 Business District, including for the La Baia project and the Origin project. The proposed continued use is a temporary sales office that activates a storefront on Kane Concourse and is consistent with prior Council approvals for similar sales-center uses, subject to appropriate time limits and conditions.

5. Recommended Conditions

a. If the Council approves the extension, staff recommends that the approval include, at minimum:
b. An extension term of twelve (12) months from November 16, 2026, or until all units are sold, with a thirty (30) day vacate period, whichever occurs first;
c. Maintenance of a valid BTR for the sales center;
d. Compliance with all applicable Town Code requirements and any conditions of prior approvals;
e. Resolution of the lapse between October 8, 2026 and the effective date of any new approval; and
f. Any other conditions deemed appropriate by the Town Council.

CONCLUSION

The applicant is requesting an extension of the temporary sales center at 1170 Kane Concourse, Suite 101, for approximately twelve (12) months or until all units are sold. The current approval expired on October 8, 2026, and the request is scheduled for the November 16, 2026 Town Council meeting. Staff recommends that the Council consider the request with conditions addressing the post-expiration period, BTR compliance, and a defined extension term with a 30-day vacate requirement.

FINANCIAL ANAYSIS

GL Line Item Number: N/A
Total Amount Budgeted: N/A
Encumbered Amount: N/A
Balance Remaining: N/A

No Town funds are requested for this item. The applicant is responsible for applicable BTR fees. The settlement and donation amounts described above are not part of the requested extension action.

2025-08-07_Letter_of_Intent_Origin_Sales_Office.pdf
25-000940 1170 Kane Concourse # 101.pdf
25-000940 1170 Kane Concourse Suite 101-Settlement Letter (2).pdf
1170 Kane Concourse BTR 2605 Complete file 2023-2025.pdf
1170 LLC v Town of Bay Harbor Islands-Notice of Adm Appeal-2025-000100-AP-01 25-000940 (2).pdf
2605 - 36336 - Bay Harbor Investment INC. - Origin Residences Sales Center (1).pdf
20250807 - Letter of Intent - Sales Center (RTS) 8..pdf
20251209 - Request For Mitigation 1170 Kane Concourse Ste. 101 12.09.25 (3).pdf

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]

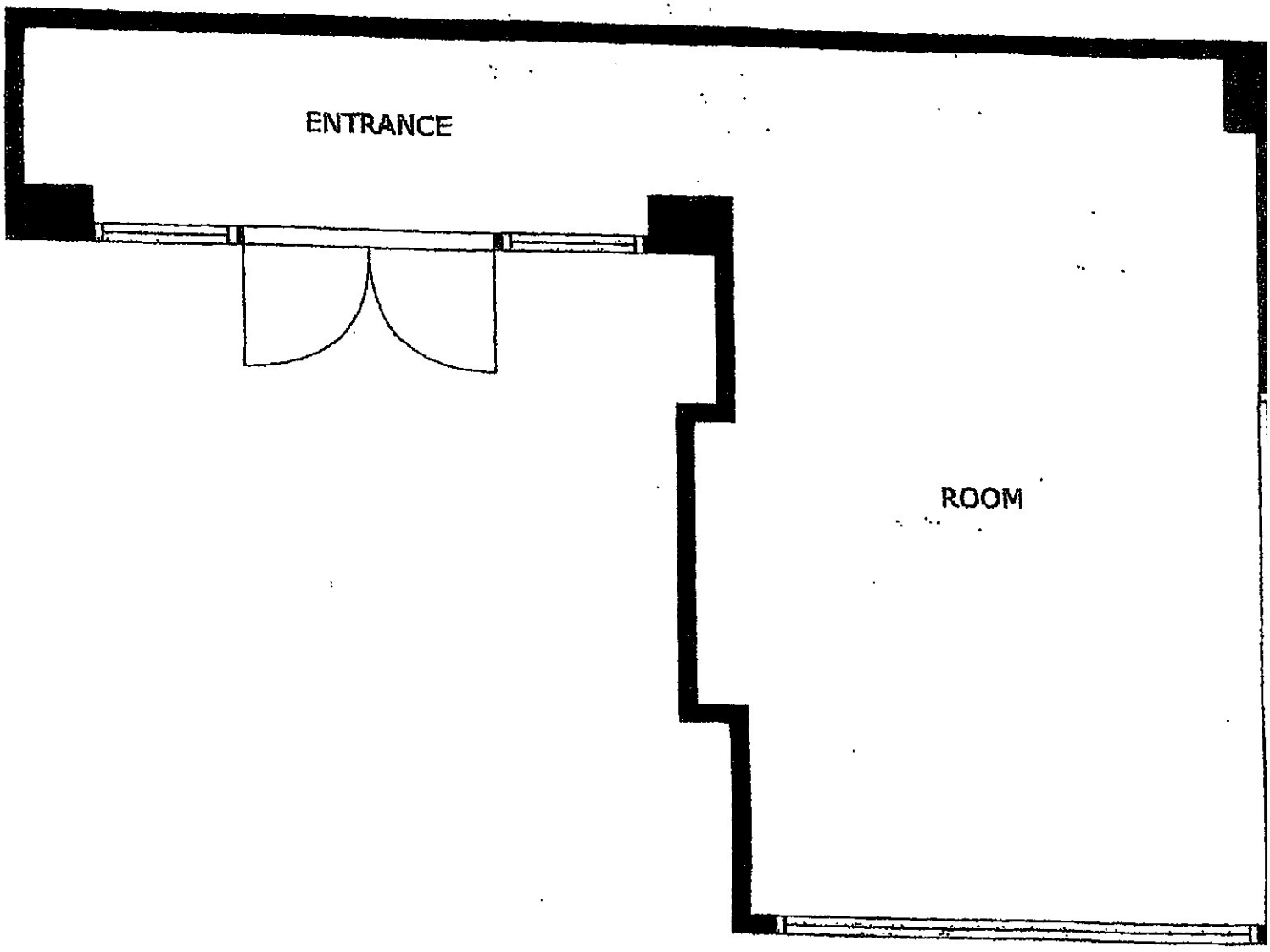

ORIGIN
RESIDENCES
Bay Harbor


ORIGIN
RESIDENCES • BAY HARBOR
by artefacto

# Exhibit C

Lease Floor Plan

**FLOOR PLAN**



**TOWN OF BAY HARBOR ISLANDS**
CODE COMPLIANCE DIVISION
1030 95th Street
BAY HARBOR ISLANDS, FL 33154
Phone: (305) 993-1786

# CODE COMPLIANCE PROGRESS REPORT FORM

Citation No: **25-000940**
Inspector: Evelyn Merizalde

Parcel Address: 1170 KANE CONC 101
Lot(s): Block:

**Owner Information:**
1170 LLC
21170 NE 22 CT
MIAMI BEACH, FL 33180-1002

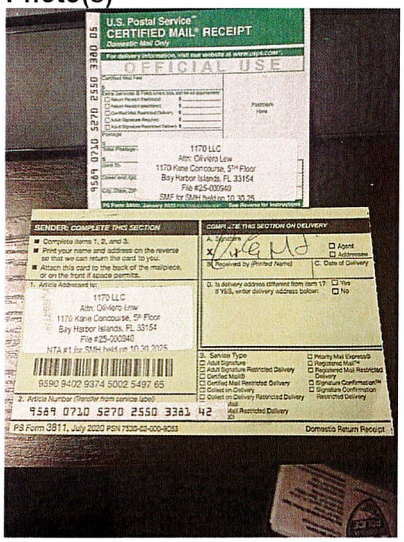
**Violator Information:**
1170 LLC
21170 NE 22 CT
MIAMI BEACH, FL 33180-1002

| Violation Code | Open Date | Closed Date | Status | Violation Disposition |
|---|---|---|---|---|
| 23-4(7) | 05/13/2025 | 10/08/2025 | Closed | |
| Comments: | Obtain approval from the Town Council to operate a temporary sales center at this location. For questions or concerns regarding the application process please contact Yvonne Hamilton, Town Clerk, at (305) 866-6241 or by email at yhamilton@bayharborislands-fl.gov . | | | |
| Sec. 13-8(1) | 05/13/2025 | 10/08/2025 | Closed | |
| Comments: | A Business Tax Receipt is required to operate a sales center. The temporary sales center must be approved by the Town Council. | | | |

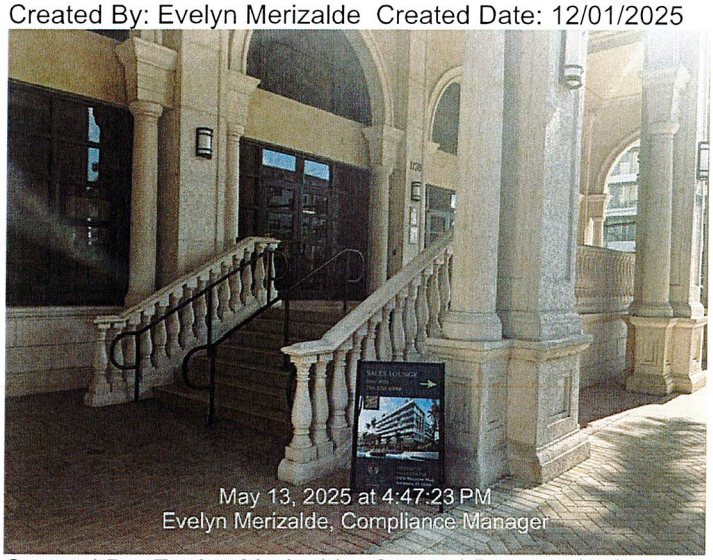
| DATE OPENED | ACTIVITY | DESCRIPTION |
|---|---|---|
| 05/13/2025 | Notice of Violation | Notice of violation issued to obtain council approval to continue to operate the Origin Residences Sales Center and renew the BTR. |
| 05/15/2025 | Email | Email received from German Rojas, Origin Residences Sales Director, stating the lawyer sent an email to Yvonne Hamilton requesting to expedite the BTR permit. |
| 06/16/2025 | Progress Activity | The sales center was not on the JUNE 2025 council agenda. The agenda was uploaded to the file. |
| 06/17/2025 | Compliance Inspection | The BTR was not renewed. |
| 06/17/2025 | Daily Fine Start | Daily fine of $250.00 active for section 13-8(1) Business Tax Receipt. |
| 06/17/2025 | Daily Fine Start | Daily fine of $250.00 active for section 23-4(7) Sales Center. |
| 07/25/2025 | Email | Status- The BTR is expired. The sales center has not requested council approval. - information from Business Specialist Action: Email sent to the sales office and attorney requesting the status of the approval request. Uploaded the email to the case file. |
| 07/25/2025 | Progress Activity | Mailed the 30 days fine letter to the owner and registered agent. |
| 08/25/2025 | Inspection | The sales center is still operating at this location. |

| | | |
|---|---|---|
| 09/24/2025 | Email | Email received from ,Eduardo Rodríguez Siblesz, Associate attorney for Origin, stating the extension request will be placed on the October 8, 2025 council agenda. |
| 10/08/2025 | Compliance Inspection | The town council approved the sales center extension to 10/8/2026 or until all units are sold before then a 30 day vacate period will apply. Which ever comes first. BTR # 2605 Account 36336 2025-2026 |
| 10/30/2025 | Special Master Hearing | Fine imposed from 6/17/25 to 10/08/2025 which represents 113 days at $500.00 per day for a total of $56,500 plus a $200.00 administrative fee. |
| 10/30/2025 | Notice To Appear | Prepared the notice to appear for the hearing on 10/30/25. |
| 12/01/2025 | Phone Call | I spoke to Jessica, Moise Saltiel's assistant, regarding a request for a copy of the SMF 10.30.25. |
| 12/04/2025 | Email | Bay Harbor Investment, Inc., Origin Bay Harbor, attorney requested a call to discuss the mitigation process. Eduardo Rodríguez Siblesz Associate Attorney (305) 735 - 6565 eduardo@saltiellawgroup.com saltiellawgroup.com |
| 12/05/2025 | Phone Call | I spoke to Eduardo Rodriguez, Saltiel Law Group representing the Origins Sales center(Tenant), regarding the procedure to request mitigation of fines. He will submitted a settlement offer. Recommendation: I have no objection to the proposed settlement amount. |
| 12/05/2025 | Walk In | Discuss the mitigation process with Corinne Rosen, 1170, LLC, for violation 25-0009940. BWC activated. Event # 2512050100 |
| 12/16/2025 | Inspection | |
| 02/17/2026 | Progress Activity | This case will be reviewed by the mitigation committee on 3/11/26. |
| 02/20/2026 | Email | Notified the attorney via email of the scheduled meeting. |
| 03/11/2026 | Inspection | Mitigation committee meeting |
| 03/11/2026 | Inspection | Mitigation committee meeting |

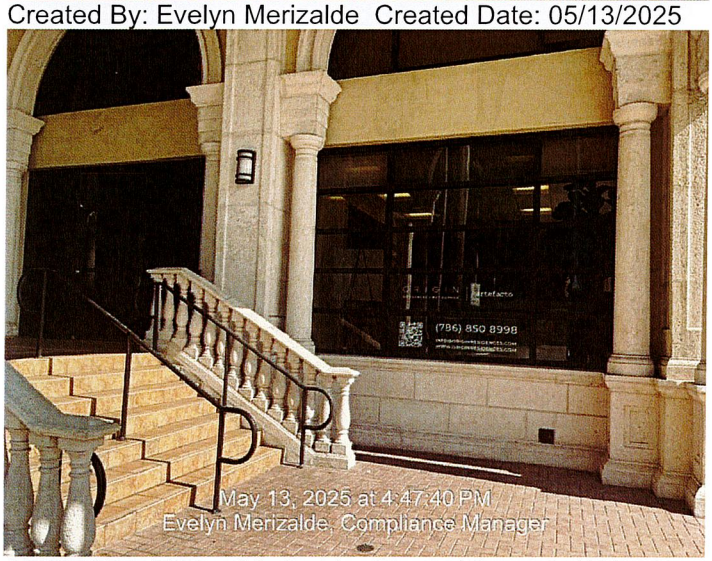
**Photo(s)**



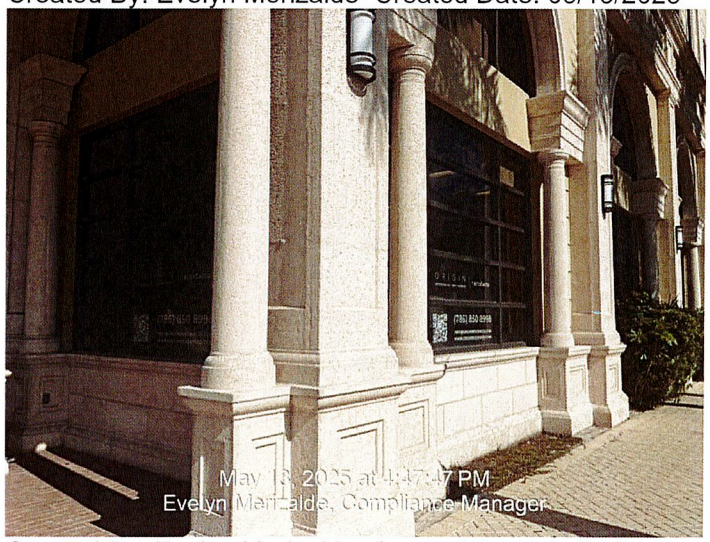
Created By: Evelyn Merizalde Created Date: 12/01/2025



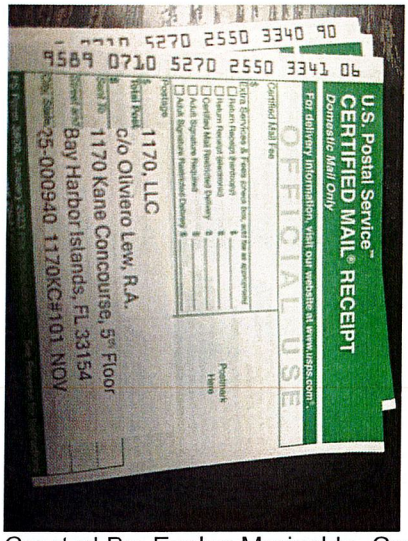

Created By: Evelyn Merizalde Created Date: 05/13/2025




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Created By: Evelyn Merizalde Created Date: 05/13/2025

# TOWN OF BAY HARBOR ISLANDS
# CODE COMPLIANCE DIVISION

1030 95th Street
BAY HARBOR ISLANDS, FL 33154
Phone: (305) 993-1786

## SPECIAL MAGISTRATE FINDINGS

***In the Matter of the Notice of Violation served on:***

*OWNER:*

1170 LLC
21170 NE 22 CT
MIAMI BEACH, FL 33180-1002

*ADDRESS OF VIOLATION:*

- 1170 LLC
1170 KANE CONC 101
Bay Harbor Islands, FL 33154-2013
Parcel No: 1322270013520

*REGISTERED AGENT:*

- Oliviero Lew
1170 KANE CONCOURSE, 5TH FLOOR
Bay Harbor Islands , FL 33154

### HEARING INFORMATION

**Date:** October 30, 2025

**Time:** 10:00AM

**Location:** Town of Bay Harbor Morris Broad Community Center

**Special Magistrate:** TerryAnn Howell

☐ A request postponement or continuance was timely received.

### CITATION INFORMATION

**Notice of Violation #:** 25-000940

**Compliance Officer:** Evelyn Merizalde

| **Method of Service** | **Date** |
|---|---|
| Posted | May 13, 2025 |
| Certified | May 13, 2025 |

Violations(s):

Code Section Violated: 23-4(7)
**Nature of Violation and Details:**
In the RM-1 and RM-2 Multiple Family districts, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or structurally altered which is designed, arranged or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

Temporary sales and business offices, construction trailers, and model dwelling units, but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to such time limits and other any other conditions as may be imposed by the town council at its discretion.
Daily Penalty: $250.00

Code Section Violated: Sec. 13-8(1)
**Nature of Violation and Details:**

Any person who shall carry on or conduct any privilege, business, occupation or profession for which a business tax receipt is required by this chapter without first obtaining such receipt; any person who shall make a false statement, application or oath, in connection with any application for a business tax receipt.
Daily Penalty: $250.00

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**APPEARANCES:**

| | |
|---|---|
| Eduardo Rodriguez, Attorney | (Owner's Attorney or Representative) |
| Evelyn Merizalde | (Code Compliance Manager) |
| Scherrie Griffin | (Code Compliance Supervisor) |
| Ayanidys Martinez | (Building Department Manager) |
| Evelyn Herbello | (Town Clerk) |
| Ahmand Johnson | (Town Attorney) |
| Alexander Garcia | (Building Official) |

**WITNESSES:**

| NAME | ADDRESS | CALLED BY |
|---|---|---|

**EXHIBITS:**

| NUMBER | BRIEF DESCRIPTION | SUBMITTED BY | RETURN TO |
|---|---|---|---|

**SPECIAL MAGISTRATE'S FINDINGS OF FACT:**

- [x] The named violator was responsible for the violation of the cited Code section, as charged.
- [ ] The named violator was not responsible for the violation of the cited Code section, as charged.
- [x] The amount of the civil penalty shall be $500.00 per day, which shall be accruing from the date Notice was served (as per Sec 5 3/4 of the Town Code) until the date the violation is or was corrected and verified as corrected by inspector of the Town.
- [x] The administrative cost of this hearing shall be $200.00
- [ ] Based on the relevant evidence, the time for correction as first given by the Code Inspector was insufficient and the Special Magistrate hereby redetermines that the date for correction of the named violation should be . (If the violation is/was corrected and verified as corrected before the above redetermined date for correction, the penalty is waived and not imposed.
- [ ] Provided the violation is corrected by , it is the Special Magistrate's Order that the total amount of the civil penalties be mitigated by a reduction of % (not to exceed 50%)

**FURTHER RULING AND/OR REMARKS:**

Fine imposed from 6/17/25 to 10/08/2025 which represents 113 days at $500.00 per day for a total of $56,500 plus a $200.00 administrative fee.

Fine Assessed: $56,500.00 Administrative Fee $200.00 Total Owed: $56,700.00

Back to the next Special Magistrate Hearing in days.

Special Magistrate: TerryAnn Howell Signature: TerryAnn Howell (Nov 18, 2025 09:36:42 EST)

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

A penalty will be imposed for failure to keep this license exhibited conspicuously at your establishment or place of business.

# BUSINESS TAX RECEIPT

**Year:** 2025-2026

**Number:** 2605

**Account Number:** 36336

**Mailing Address:**

BAY HARBOUR INVESTMENT INC
ORIGIN RESIDENCES
BAY HARBOUR INVESTMENT INC
1170 KANE CONCOURSE, STE 101
BAY HARBOR ISLANDS, FL 33154

**Business Name and Address:**

BAY HARBOUR INVESTMENT INC
ORIGIN RESIDENCES
BAY HARBOUR INVESTMENT INC
1170 KANE CONCOURSE, STE 101
BAY HARBOR ISLANDS, FL 33154

**Category:** BUSINESS AND PROFESSION OFFICE

**Phone Number:** **786-944-3995**

**Tax ID Number:** **38-4191159**

**Approval Date:** **2/23/2023**

**Nature of Business:**

SALES CENTER

**Comments:**

10-8-2025 TC Apprved extension for 12 month period expiring 10/8/2026 or if all units are sold before then a 30 day vacate period will apply. Which ever comes first.

APPROVED BY TC ON 2.1.2023 TWO YEARS

**THIS RECEIPT EXPIRES SEPTEMBER 30th OF THE YEAR SHOWN ABOVE.**

**Fee:** **$121.55**

**Late Fees:** **$12.16**

**Date Paid:** **10/1/2025**

**By** _____
**Evelyn Herbello**
**Town Clerk**

BAY HARBOR ISLANDS

**Marlon Martinez**

**From:** noreply@municipalonlinepayments.com
**Sent:** Monday, October 27, 2025 6:19 PM
**To:** Marlon Martinez
**Subject:** Payment Notification - Business Tax Receipt

## Bay Harbor Islands, FL

This is your payment receipt.

| Confirmation Number | Payer Contact Info | Payment Method |
|---|---|---|
| YMXNPHP7H4 | eduardo@saltiellawgroup.com | **********1067 |

### Business Tax Receipt

| | |
|---|---|
| Account Number | 36336 |
| Business Name | Bay Harbour Investment Inc. |
| Business Address | 1170 Kane Concourse, Ste 101, Bay Harbor Islands FL 33154 |
| Daytime Telephone | 3057356565 |
| Email | eduardo@saltiellawgroup.com |

| | |
|---|---|
| Base Price | $133.71 |
| Credit Card Processing Fee | $3.34 |
| **Total** | **$137.05** |

Municipal Online Services Login

Quita marcas de agua Wondershare PDFelement

# FIRST LEASE MODIFICATION AGREEMENT

**THIS FIRST LEASE MODIFICATION AGREEMENT** ("**First Modification**") is made as of this 21st day of November, 2024, between **1170, LLC**, a Florida limited liability company, ("**Landlord**") and **Bay Harbour Investment, Inc.**, a Florida corporation ("**Tenant**").

## WITNESSETH:

A. Tenant is the tenant under a Lease Agreement made as of November 30, 2022, between Landlord and Tenant for Suite 101 (the "**Lease**"), covering approximately Six Hundred Sixty-Two (662) square feet in the building located at 1170 Kane Concourse, Bay Harbor Islands, Florida (the "**Premises**");

B. Tenant wishes to further extend its Lease for an additional term of two (2) years commencing on the last day of the Term.

C. Landlord and Tenant desire to modify the Lease upon the terms and conditions herein set forth.

D. Capitalized terms not otherwise defined herein, shall have the meaning ascribed to them in the Lease.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated into this Third Modification.

2. **Modification of Lease.** The Lease is hereby modified as follows:

(a) **Section 1.4** shall be replaced and the following substituted therefor: "**Section 1.4 Term.** Tenant shall have and hold the Premises for a term beginning on December 1, 2024 and terminating on November 30, 2026 ("**Term**"), unless terminated earlier in accordance with the terms of the Lease or pursuant to law."

(b) **Base Rent.** Base Rent for the additional Term shall remain the same calculated at $53.04 per sq. ft. or Two Thousand Nine Hundred Twenty-Six and 04/100 ($2,926.04) Dollars per month, plus applicable sales tax.

(c) **Option to Extend.** The Option to Extend included in the Lease is hereby deleted in its entirety.

3. **Effectiveness of the Lease.** Except as expressly set forth herein, this First Modification shall not be deemed to have amended, modified or altered any of the terms, conditions or provisions of the Lease, and such terms, conditions and provisions shall, in all respects, continue

in full force and effect. If there shall by any conflict between the terms and provisions of this First Modification and the Lease, the terms and provisions of this First Modification shall control.

**4. Captions.** The captions contained in this First Modification are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this First Modification nor the intent of any provision hereof.

**5. Counterparts.** This First Modification may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

**6. Binding Effect.** This First Modification shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

**7. Defined Terms.** All capitalized terms not defined herein shall have the same meanings as in the Lease.

**8. Electronic Transmission.** For all purposes hereof, this First Modification (or signature page thereto) signed and transmitted by facsimile machine or an image thereof sent via electronic mail shall be considered for all purposes, including delivery, as originals. The signature of any party thereon, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this First Modification as of the day and year first above written.

**WITNESSES:**

Print Name: Corinne D Rosen

Print Name: Luz E Marin

Print Name: ADR

Print Name: RGS

**LANDLORD:**

1170, LLC
a Florida limited liability company

By: _____
Gabriel Gilinski, Manager

**TENANT:**

**BAY HARBOUR INVESTMENT, INC.**
a Florida corporation

By: _____
Mauricio Moya, President

SALTIEL LAW GROUP
INTERNATIONAL MEMBER OF EJASO

December 9, 2025

**VIA ELECTRONIC MAIL**

Mitigation Committee
c/o Evelyn Herbello
Town Clerk
Town of Bay Harbor Islands 1030 95th Street
Bay Harbor Islands, Fl 33154

**RE: Mitigation of Violation No.: 25-000940**
**1170 Kane Concourse, Ste. 101, Bay Harbor Islands, FL 33154**

Dear Ms. Herbello:

We represent Bay Harbour Investment, Inc. ("BHI"), the owner and developer of the properties located at 9740 and 9760 West Bay Harbor Drive, Bay Harbor Islands, Florida. As you know, on February 23, 2023, the Town issued a Business Tax Receipt authorizing BHI to establish a sales center at 1170 Kane Concourse, Suite 101 (the "Premises"), which expired in February of this year. On October 8, 2025, we appeared before the Town Council to request an extension of the approval to continue operating the Premises as our Client's sales center, which request was granted.

On October 30, 2025, we were summoned before the Town's Magistrate for the imposition of a fine related to the unauthorized use of the Premises during the period between the expiration of the original Business Tax Receipt and October 8, 2025—the date on which the Town Council renewed its approval for the continued use of the Premises as a sales center. At that hearing, the Magistrate imposed a daily fine of Five Hundred and 00/100 Dollars ($500.00), accruing from June 17, 2025 through October 8, 2025, for a total of Fifty-Six Thousand Five Hundred and 00/100 Dollars ($56,500.00).

We respectfully request mitigation of the fine imposed by the Magistrate, and specifically request that the accrual period be adjusted for the reasons set forth below.

On May 13, 2025, the Town issued a Notice of Violation, attached hereto as Exhibit A, establishing a compliance date of June 16, 2025. Notably, although the Notice of Violation was mailed to the owner of the Premises, its registered agent, and to BHI at the Premises, it was not mailed to BHI's registered agent.

Unfortunately, Mr. Allan Bascuñan, BHI's representative in charge of the sales office, was required to leave the country on February 16, 2025 due to the expiration of his visa. Consequently, the sales office remained unstaffed until BHI was able to secure a suitable replacement for Mr. Bascuñan.

On August 7, 2025, our office requested to appear before the Town Council in order to remedy the violation,

by submitting correspondence to you, attached hereto as Exhibit B. At that time, we were advised that it was too late to be included in the agenda for the August Regular Meeting, but that the matter would be scheduled for the September meeting. However, after following up, we learned that the item had not been placed on the September agenda and were instructed to contact Ms. Lorrainia Belle, who subsequently confirmed on September 24, 2025 that the matter would be included in the October agenda.

The issue was ultimately heard at the Town Council's Regular Meeting on October 8, 2025. At that meeting, the Town Council approved the continued use of the Premises as BHI's sales center for an additional year. In turn, and as a token of its good faith, BHI agreed to make a donation of Five Thousand and 00/100 Dollars ($5,000.00) to the Town's youth programs, in addition to any fine ultimately imposed.

Nevertheless, and despite the fact that we respectfully sought to have the issue heard in August, the daily fine of Five Hundred and 00/100 Dollars ($500.00) continued to accrue until the matter was resolved on October 8, 2025 – sixty-two (62) days after our initial request to have the matter considered by the Town Council. As a result, the fine increased by Thirty-One Thousand and 00/100 Dollars ($31,000.00) during this period.

We raised this delay before the Magistrate, who appeared receptive to considering a reduced fine in light of the time that elapsed between our August request and the October hearing at which the matter was resolved. However, the Code Compliance Department referenced an email from March in which an individual named German Rojas indicated that BHI was aware of the matter and addressing it. Mr. Rojas is a realtor with no affiliation or authority to speak on behalf of BHI and no knowledge of BHI's operations, as confirmed by his sworn affidavit attached hereto as Exhibit C.

For the reasons stated above, we respectfully request that the Mitigation Committee reduce the fine imposed against BHI by tolling the accrual of the fine as of August 7, 2025—the date on which we first requested Council review—and fix the fine at Twenty-Five Thousand Five-Hundred and 00/100 Dollars ($25,500.00).

**Request**

We would be grateful if you would calendar this matter for consideration by the Mitigation Committee at its next meeting.

Thank you for your attention and consideration.

Sincerely,

*/s/ Eduardo Rodriguez Siblesz*
Eduardo Rodriguez Siblesz, Esq.
eduardo@saltiellawgroup.com
(305) 735-6565

Enclosures

# Exhibit A

Notice of Violation

# TOWN OF BAY HARBOR ISLANDS
# CODE COMPLIANCE DIVISION

**1030 95th Street**
**Bay Harbor Islands, Florida 33154**
**Phone: (305) 993-1786**

May 13, 2025
FILE NUMBER: 25-000940

## NOTICE OF VIOLATION

*OWNER:*

1170 LLC
21170 NE 22 CT
MIAMI BEACH, FL 33180-1002

*ADDRESS OF VIOLATION:*

1170 LLC -
1170 KANE CONCOURSE 101
Bay Harbor Islands, FL 33154-2013
Parcel No: 1322270013520

*REGISTERED AGENT:*

- Oliviero Lew
1170 KANE CONCOURSE, 5TH FLOOR
Bay Harbor Islands , FL 33154

*TENANT:*

Bay Harbour Investment, Inc. -
Origin Residences Sales Center
1170 Kane Concourse, Ste. 101
Bay Harbor Islands , FL 33154

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*Inspections of the above premise discloses violations(s) of the Code Ordinances of the Town of Bay Harbor Islands, as follows:*

Code Section Violated: 23-4(7)
Nature of Violation and Details:
In the RM-1 and RM-2 Multiple Family districts, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or structurally altered which is designed, arranged or intended to be used or occupied for any purpose, except in whole or in part for the following uses:

Temporary sales and business offices, construction trailers and model dwelling units, but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to, such time limits and other any other conditions as may be imposed by the town council at its discretion. Daily Penalty $250.00

**You may comply by: Obtain approval from the Town Council to operate a temporary sales center at this location.**

**For questions or concerns regarding the application process please contact Yvonne Hamilton, Town Clerk, at (305) 866-6241 or by email at yhamilton@bayharborislands-fl.gov .**

Code Section Violated: Sec. 13-8(1)
Nature of Violation and Details:
Any person who shall carry on or conduct any privilege, business, occupation or profession for which a business tax receipt is required by this chapter without first obtaining such receipt; any person who shall make a false statement, application or oath, in connection with any application for a business tax receipt. Daily Penalty $250.00

**You may comply by: A Business Tax Receipt is required to operate a sales center. The temporary sales center must be approved by the Town Council.**

RE: The sales center is operating without a valid Business Tax Receipt (BTR).The renewal requires Town Council approval. Business Tax Receipt # 2605 expired February 2025. Call # 25-16171

Location of Violation: 1170 KANE CONCOURSE 101 Violation Date: 05/13/2025

**Compliance Date:** June 16 2025

*YOU MUST REQUEST AN INSPECTION BY CODE COMPLIANCE OFFICER UPON COMPLETION OF THE WORK. IF YOU DON'T CALL, YOUR FINES WILL CONTINUE TO ACCUMULATE.*

*If the violation is corrected within the prescribed time period, the civil fine will not be imposed. If the violation is not corrected within the prescribed lime period, a civil fine up to the maximum set for the above shall be payable daily for each day of violation. Each day of violation after the time for correction shall be deemed a continuing violation and is subject to an additional penalty in the same amount. No further notices will be given. Civil fines may be paid at the office of the Town Clerk at the following address:*

**Town of Bay Harbor Islands**
**Office of the Town Clerk**
**1030 95th Street, Trailer 2**
**Bay Harbor Islands, FL 33154**

*You may request an administrative hearing before a Special Magistrate to appeal the notice of violation or to request an extension of time. The request for hearing must be filed in the office of the Town Clerk in writing within twenty (20) days after service of notice of violation or you will be deemed to have admitted the violation and waived your right to a hearing. A timely request for a hearing will postpone the accrual of continuing additional penalties. You may be liable for the reasonable costs of hearing if you are found guilty of the violation.*

*5-6 (e) To the extent that there are open plans or permits involving new construction, substantial renovations, or demolition on the effective date of this section wherein the applicant or the subject property has any existing code violations with the town, stop work orders, liens or unpaid fines due and owing to the town, neither a final inspection shall occur nor shall the plans or permit be approved or closed until the existing code violation(s) are complied with and the citations are closed by the town and any unpaid fines are paid in full. Further, the Town shall suspend further project reviews,*
*including Design Review Board meetings, Site Development Plans, or Building Permits, until full or partial compliance is achieved, as determined by the Building Official. Nothing contained herein, or anywhere in the Town Code, shall prevent a party, _ who owes any money to the Town for outstanding liens, fines or otherwise, from paying said monies in full, in order to proceed with development or construction, obtain permits of any kind, or otherwise proceed with any other endeavor (including finalizing a transfer of the property), and thereafter proceeding to appeal, or seek mitigation of the liens, fines or other monies owed to the Town, through regular established processes for such appeal or request for mitigation. Any such request to appeal or seek mitigation shall be noted at the time of payment to the Town and must be pursued with reasonable promptness or it will be deemed waived. If the appeal or mitigation is successful, such that the amount due to the Town is retroactively reduced, the Town shall refund the amount of the reduction to the payor or their designee.*

**Service Information:**
Date Mailed: 05/13/2025
Date Posted: 05/13/2025

Cert Mail Article #: 9589071052702550334106

Evelyn Merizalde
Compliance Manager
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
786-256-4347
emerizalde@bayharborislands.net

# Exhibit B

Letter of Intent dated August 7, 2025

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 Siblesz*
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
Property Manager

/cdr

# Exhibit B

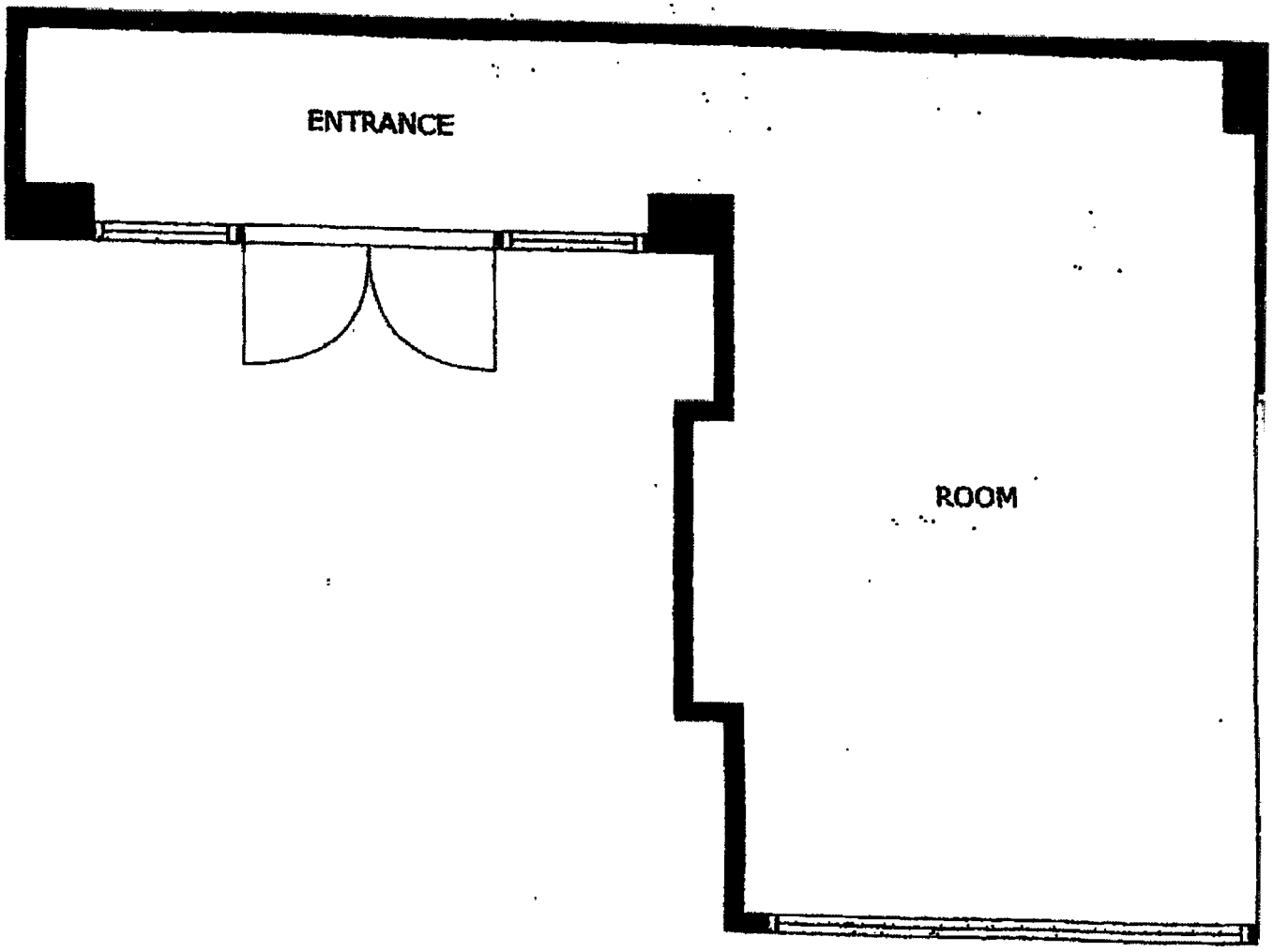
Pictures of Sales Center's
Interior


ORIGIN
RESIDENCES • BAY HARBOR
by artefacto

# Exhibit C

Lease Floor Plan

**FLOOR PLAN**



# Exhibit C

Affidavit of German Rojas

**AFFIDAVIT OF GERMAN ROJAS**
**IN SUPPORT OF MITIGATION OF FINE**

Before me, the undersigned authority, personally appeared German Rojas, who was sworn and says:

1. My name is German Rojas.

2. I am over the age of 18, competent to testify, and I make this Affidavit based on my personal knowledge regarding the facts related to the imposition of a fine for the alleged operation of a sales office located at 1170 Kane Concourse, Suite 101, Bay Harbor Islands, FL 33154.

3. I am a licensed realtor affiliated with Cervera Real Estate, Inc.

4. I have never operated, managed, supervised, or participated in the operation of the sales office at 1170 Kane Concourse, Suite 101, nor have I ever directed or authorized any activity at that location.

5. I have never been responsible for obtaining permits, authorizations, or approvals for the operation of the sales center, nor was I aware of any lapse in such authorizations

6 Upon my information and belief, the sales center located at the above-referenced address is operated by Bay Harbour Investment, Inc.

7. I am not, and have never been, affiliated with Bay Harbour Investment, Inc., nor with any of its shareholders, officers, employees, affiliates, or subsidiaries

8. I am not, and have never been, an agent, employee, representative, or contractor of Bay Harbour Investment, Inc. Accordingly, I do not have, and have never had, authority to speak on behalf of, act for, or legally bind Bay Harbour Investment, Inc in any capacity.

9. My relationship with Bay Harbour Investment, Inc is limited solely to serving as a realtor representing certain purchasers of units in the building located at 9740 and 9760 West Bay

Harbor Drive, Bay Harbor Islands, FL 33154, which was developed by Bay Harbour Investment, Inc.

10. Any presence I may have had at the sales office was solely in my capacity as a realtor meeting prospective purchasers, and not as a representative of Bay Harbour Investment, Inc.

**FURTHER AFFIANT SAYETH NAUGHT.**

By: _____
Name: German Rojas

**SWORN TO AND SUBSCRIBED** before me by means of [X] physical presence or [ ] online notarization this 1 day of December 2025 by German Rojas Such individual is personally known to me [ ] or has produced DL # R200 526 98 9000 0 as identification [ ].

_____
Notary Public

Aliuska Gonzalez
Printed Name of Notary

ALIUSKA GONZALEZ
Notary Public
State of Florida
Comm# HH656085
Expires 5/12/2029

**TOWN OF BAY HARBOR ISLANDS**
**CODE COMPLIANCE DIVISION**
**1030 95th Street**
**Bay Harbor Islands, Florida 33154**
**Phone: (305) 993-1786**

# NOTICE OF VIOLATION

May 13, 2025
FILE NUMBER: 25-000940

*OWNER:*

1170 LLC
21170 NE 22 CT
MIAMI BEACH, FL 33180-1002

*ADDRESS OF VIOLATION:*

1170 LLC -
1170 KANE CONCOURSE 101
Bay Harbor Islands, FL 33154-2013
Parcel No: 1322270013520

*REGISTERED AGENT:*

- Oliviero Lew
1170 KANE CONCOURSE, 5TH FLOOR
Bay Harbor Islands , FL 33154

*TENANT:*

Bay Harbour Investment, Inc. -
Origin Residences Sales Center
1170 Kane Concourse, Ste. 101
Bay Harbor Islands , FL 33154

---

*Inspections of the above premise discloses violations(s) of the Code Ordinances of the Town of Bay Harbor Islands, as follows:*

Code Section Violated: 23-4(7)
Nature of Violation and Details:
In the RM-1 and RM-2 Multiple Family districts, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or structurally altered which is designed, arranged or intended to be used or occupied for any purpose, excepting for one or more of the following uses:

Temporary sales and business offices, construction trailers, and model dwelling units, but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to such time limits and other any other conditions as may be imposed by the town council at its discretion. Daily Penalty $250.00

**You may comply by**: **Obtain approval from the Town Council to operate a temporary sales center at this location.**

**For questions or concerns regarding the application process please contact Yvonne Hamilton, Town Clerk, at (305) 866-6241 or by email at yhamilton@bayharborislands-fl.gov .**

Code Section Violated: Sec. 13-8(1)
Nature of Violation and Details:
Any person who shall carry on or conduct any privilege, business, occupation or profession for which a business tax receipt is required by this chapter without first obtaining such receipt; any person who shall make a false statement, application or oath, in connection with any application for a business tax receipt. Daily Penalty $250.00

**You may comply by**: **A Business Tax Receipt is required to operate a sales center. The**

**temporary sales center must be approved by the Town Council.**

RE: The sales center is operating without a valid Business Tax Receipt (BTR).The renewal requires Town Council approval. Business Tax Receipt # 2605 expired February 2025. Call # 25-16171

Location of Violation: 1170 KANE CONCOURSE 101 Violation Date: 05/13/2025

**Compliance Date: June 16, 2025**

*YOU MUST REQUEST AN INSPECTION BY CODE COMPLIANCE OFFICER UPON COMPLETION OF THE WORK. IF YOU DON'T CALL, YOUR FINES WILL CONTINUE TO ACCUMULATE.*

*If the violation is corrected within the prescribed time period, the civil fine will not be imposed. If the violation is not corrected within the prescribed lime period, a civil fine up to the maximum set for the above shall be payable daily for each day of violation. Each day of violation after the time for correction shall be deemed a continuing violation and is subject to an additional penalty in the same amount. No further notices will be given. Civil fines may be paid at the office of the Town Clerk at the following address:*

**Town of Bay Harbor Islands**
**Office of the Town Clerk**
**1030 95th Street, Trailer 2**
**Bay Harbor Islands, FL 33154**

*You may request an administrative hearing before a Special Magistrate to appeal the notice of violation or to request an extension of time. The request for hearing must be filed in the office of the Town Clerk in writing within twenty (20) days after service of notice of violation or you will be deemed to have admitted the violation and waived your right to a hearing. A timely request for a hearing will postpone the accrual of continuing additional penalties. You may be liable for the reasonable costs of hearing if you are found guilty of the violation.*

*5-6 (e) To the extent that there are open plans or permits involving new construction, substantial renovations, or demolition on the effective date of this section wherein the applicant or the subject property has any existing code violations with the town, stop work orders, liens or unpaid fines due and owing to the town, neither a final inspection shall occur nor shall the plans or permit be approved or closed until the existing code violation(s) are complied with and the citations are closed by the town and any unpaid fines are paid in full. Further, the Town shall suspend further project reviews, including Design Review Board meetings, Site Development Plans, or Building Permits, until full or partial compliance is achieved, as determined by the Building Official. Nothing contained herein, or anywhere in the Town Code, shall prevent a party, _ who owes any money to the Town for outstanding liens, fines or otherwise, from paying said monies in full, in order to proceed with development or construction, obtain permits of any kind, or otherwise proceed with any other endeavor (including finalizing a transfer of the property}, and thereafter proceeding to appeal, or seek mitigation of the liens, fines or other monies owed to the Town, through regular established processes for such appeal or request for mitigation. Any such request to appeal or seek mitigation shall be noted at the time of payment to the Town and must be pursued with reasonable promptness or it will be deemed waived. If the appeal or mitigation is successful, such that the amount due to the Town is retroactively reduced, the Town shall refund the amount of the reduction to the payor or their designee.*

**Service Information:**

Date Mailed: 05/13/2025 Cert Mail Article #: 9589071052702550334106
Date Posted: 05/13/2025

Evelyn Merizalde

Evelyn Merizalde
Compliance Manager
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
786-256-4347
emerizalde@bayharborislands.net

# ADDENDUM

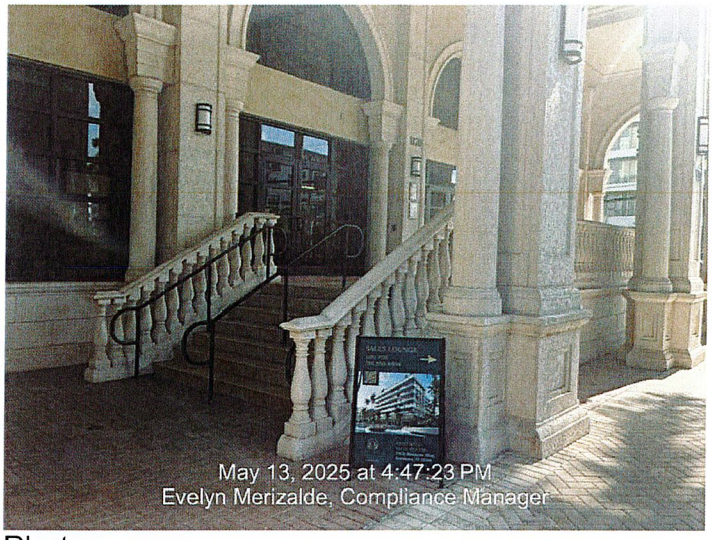



Photo
Evelyn Merizalde
05/13/2025




Photo
Evelyn Merizalde
05/13/2025

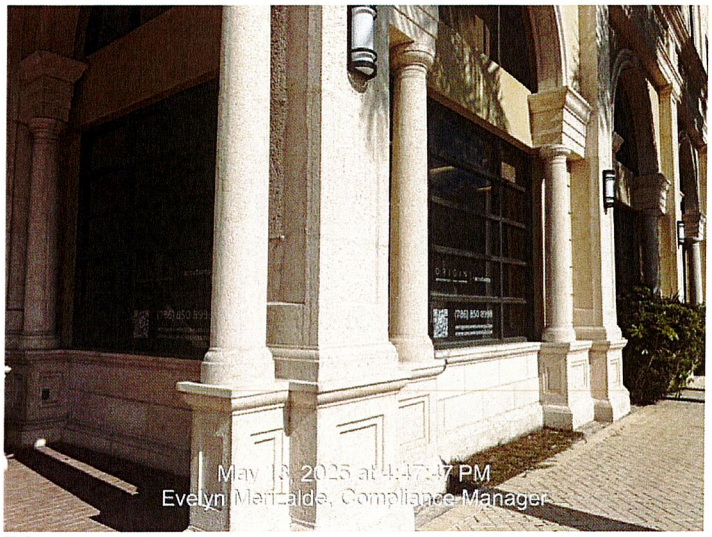



Photo
Evelyn Merizalde
05/13/2025

**Town Council**

Isaac Salver
Mayor

Stephanie Bruder
Vice Mayor

Joshua D. Fuller
Council Member

Molly Diallo
Council Member

Teri D'Amico
Council Member

Eric Rappaport
Council Member

Robert Yaffe
Council Member

**Town Officials**

Lindsley Noel
Town Manager

Evelyn Herbello
Interim Town Clerk

Joseph Geller
Town Attorney

March 11, 2026

1170 LLC
Attn: Eduardo Rodriguez Siblesz, Esq.
Attn: Oliviero Lew, Registered Agent
21170 NE 22nd Street
Miami Beach, FL 33180-1002

***Sent Via U.S. Mail Return Receipt Requested-Cert. No. 95890710527034805036 48***

**Re: 1170 LLC**
**1170 Kane Concourse, Suite 101**
**Bay Harbor Islands, FL 33154**

**Citation No.: 25-000940**

Dear Mr. Rodriguez Siblesz and Mr. Lew:

This letter shall serve to memorialize the settlement agreement reached in the above referenced matter at the Mitigation Committee Meeting on March 11, 2026. As you are aware, the Special Master imposed fines against the referenced property in the amount of $56,700.00 plus a $200 Administrative Fee.

Notwithstanding same, the Town acting through the Mitigation Committee, has accepted the settlement offer of $25,000.00 plus a $200 Administrative Fee to be paid within 30 days of March 11, 2026.

Please remit payment to the Town of Bay Harbor Islands within 30 days of March 11, 2026.

Sincerely,

Town of Bay Harbor Islands,

By: _____
Evelyn Herbello, MMC
Town Clerk

9589 0710 5270 3480 5036 55

# U.S. Postal Service™
# CERTIFIED MAIL® RECEIPT
*Domestic Mail Only*

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee

$

Extra Services & Fees *(check box, add fee as appropriate)*

- ☐ Return Receipt (hardcopy) $ _____
- ☐ Return Receipt (electronic) $ _____
- ☐ Certified Mail Restricted Delivery $ _____
- ☐ Adult Signature Required $ _____
- ☐ Adult Signature Restricted Delivery $ _____

Postage

$

**Total Postage and Fees**

$

Postmark Here

*Sent To*
Oliver Lew / Eduardo Rodriguez Sibelesz

*Street and Apt. No., or PO Box No.*
2170 NE 22 ST

*City, State, ZIP+4®*
Miami Beach, FL 33180

**PS Form 3800, January 2023** PSN 7530-02-000-9047 **See Reverse for Instructions**

575

# Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

## Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
  - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt;* attach PS Form 3811 to your mailpiece; for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.
  - Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
  - Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
  - Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

**IMPORTANT: Save this receipt for your records.**

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

A penalty will be imposed for failure to keep this license exhibited conspicuously at your establishment or place of business.

# BUSINESS TAX RECEIPT

**Year:** 2024-2025

**Number:** 2605

**Account Number:** 36336

**Mailing Address:**

BAY HARBOUR INVESTMENT INC
ORIGIN RESIDENCES
BAY HARBOUR INVESTMENT INC
1170 KANE CONCOURSE, STE 101
BAY HARBOR ISLANDS, FL 33154

**Business Name and Address:**

BAY HARBOUR INVESTMENT INC
ORIGIN RESIDENCES
BAY HARBOUR INVESTMENT INC
1170 KANE CONCOURSE, STE 101
BAY HARBOR ISLANDS, FL 33154

**Category:** BUSINESS AND PROFESSION OFFICE

**Phone Number:** **786-944-3995**

**Tax ID Number:** **38-4191159**

**Approval Date:** **2/23/2023**

**Nature of Business:**

SALES CENTER

**Comments:**

APPROVED BY TC ON 2.1.2023 TWO YEARS ONLY.

**THIS RECEIPT EXPIRES SEPTEMBER 30th OF THE YEAR SHOWN ABOVE.**

**Fee:** **$121.55**

**Late Fees:** **$30.39**

**Date Paid:** **10/1/2024**

**By** _____

**Mlike Mesa**

**CHIEF BUILDING OFFICIAL**

BAY HARBOR ISLANDS

## Marlon Martinez

**From:** noreply@municipalonlinepayments.com
**Sent:** Friday, August 09, 2024 11:39 AM
**To:** Marlon Martinez
**Subject:** Payment Notification - Business Tax Receipt

**Bay Harbor Islands, FL**

This is your payment receipt.

| Confirmation Number | Payer Contact Info | Payment Method |
|---|---|---|
| FCM5MRY5DX | abascunan@vdamiami.com | **********5306 |

### Business Tax Receipt

| | |
|---|---|
| Account Number | 36336 |
| Business Name | BAY HARBOUR INVESTMENT INC |
| Business Address | 1170 KANE CONCOURSE, STE 101, BAY HARBOR ISLANDS, FL 33154 |
| Daytime Telephone | 7869443995 |
| Email | ABASCUNAN@VDAMIAMI.COM |

| | |
|---|---|
| Base Price | $121.55 |
| Credit Card Processing Fee | $2.25 |
| **Total** | **$123.80** |

Municipal Online Services Login

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

A penalty is imposed for failure to keep this license exhibited conspicuously at your establishment or place of business.

# BUSINESS TAX RECEIPT

**Year:** 2022-2023

**Number:** 2605

**Account Number:** 36336

**Mailing Address:**

BAY HARBOUR INVESTMENT INC
ORIGIN RESIDENCES
BAY HARBOUR INVESTMENT INC
201 ALHAMBRA CIRCLE, STE 802
CORAL GABLES, FL 33134

**Business Name and Address:**

BAY HARBOUR INVESTMENT INC
ORIGIN RESIDENCES
BAY HARBOUR INVESTMENT INC
1170 KANE CONCOURSE, STE 101
BAY HARBOR ISLANDS, FL 33154

**Category:** BUSINESS AND PROFESSION OFFICE

**Phone Number:** 786-944-3995

**Tax ID Number:** 38-4191159

**Approval Date:** 2/23/2023

**Nature of Business:**

SALES CENTER

**Comments:**

APPROVED BY TC ON 2.1.2023 TWO YEARS ONLY.

**THIS RECEIPT EXPIRES SEPTEMBER 30th OF THE YEAR SHOWN ABOVE.**

**Fee:** $121.55

**Late Fees:** $0.00

**Date Paid:** 2/23/2023

By Mesa am

**Mike Mesa**
**CHIEF BUILDING OFFICIAL**

BAY HARBOR ISLANDS

## Ayanidys Martinez

**From:** donotreply@bayharborislands-fl.gov
**Sent:** Thursday, February 23, 2023 2:40 PM
**To:** Ayanidys Martinez
**Subject:** Receipt #00043827

Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
---
DATE : 2/23/2023 2:37 PM
OPER : AM
TKBY : AM
TERM : 6
REC# : 00043827
7 Building Dept Misc Payments - Building Permits FILE 2605 - ACCT 36336 ORIGIN RESIDENCES SALES CENTER 146.55

Paid By:FILE 2605 - ACCT 36336 ORIGIN RESIDENCES SALES CENTER 4-CC Online 146.55AUTH:183191 REF:VISA 9018

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

**Lorrainia Belle**

| | |
|---|---|
| **From:** | Marlon Martinez |
| **Sent:** | Thursday, February 27, 2025 9:59 AM |
| **To:** | Joseph Geller |
| **Cc:** | Ayanidys Martinez; Mike Mesa; Yvonne Hamilton |
| **Subject:** | Sales Center Origin Residence 1170 KC Suite 101 |
| **Attachments:** | 2605 - 36336 - Bay Harbour Investment INC - Origin.pdf |

Good morning Joe,

I hope this message finds you well.

I am reaching out to seek your guidance regarding the sales center for the Origins Residence, located at 1170 Kane Concourse, Suite 101. The approval granted by Town Council for the sales center was initially set for a two-year period, which has now expired this month. However, the Business Tax Receipt that was renewed last year indicates an expiration date of September 30, 2025. For your reference, I have attached a copy of the BTR.

Could you kindly advise on the appropriate next steps?

Thank you for your time and assistance.

Best Regards,

**Marlon Martinez, CBTO**
**Business Development Specialist**
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
Phone: (305)866-6241
Email: mmartinez@bayharborislands-fl.gov
Website: www.bayharborislands-fl.gov

*NOTE: A request form is available from the Deputy Town Clerk; please fill it in and return it prior to the start of the meeting if you would like to speak during public comment. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting. Thank you.*

**TOWN OF BAY HARBOR ISLANDS**
**9665 BAY HARBOR TERRACE**
**BAY HARBOR ISLANDS, FL 33154**

# REGULAR COUNCIL MEETING
# AGENDA

February 1, 2023

## 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 on being barred from the meeting. Persons exiting the Chambers shall do so quietly.*

**CALL TO ORDER at approximately 7:00 p.m.:**

**PLEDGE OF ALLEGIANCE:**

**ROLL CALL:**

**SPECIAL PRESENTATION:**

1. Proclamation honoring and congratulating Ben Ferencz, the last surviving prosecutor of the Nuremberg trials, for receipt of the Congressional Gold Medal. Enclosed is a copy of the proclamation.
2. Proclamation - March 2023 - Colorectal Cancer Awareness Month. Enclosed is a copy of the proclamation.
3. Pinning Ceremony - Officer Tomas Figueiroa Rego
4. Transfer of Development Rights (TDR's) Report - Marcum, LLP, Town Auditors

**REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:**

**TOWN MANAGER'S REPORT:**

**COUNCIL REPORTS:** Each Council Member will be afforded two (2) minutes to make their reports.

## PUBLIC COMMENT

*There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. 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 three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official.* ***A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment.*** *Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.*

## COMMITTEE REPORTS:

**CONSENT AGENDA:** Set for approximately 7:55 p.m. *(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.)*

5. Approval of Minutes:
   A. Budget Workshop - June 29, 2022
   B. Special Council Meeting - June 29, 2022
   C. Special Council Meeting - July 27, 2022
   D. Regular Council Meeting - August 15, 2022
   E. First Budget Public Hearing - September 14, 2022
   F. Regular Council Meeting - September 14, 2022
   G. Second Budget Public Hearing - September 28, 2022

6. **Consideration** and **Approval** of a Resolution revising Resolution No. 2268 to amend parking meter rates. Enclosed is a copy of the proposed Resolution.

   **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, REVISING RESOLUTION NO. 2268 AMENDING THE TOWN'S PARKING METER RATES; REPEALING OTHER RESOLUTIONS IN CONFLICT, PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.**

7. **Consideration** and **Approval** of a Memorandum of Understanding (MOU) between Miami-Dade County Association of Chiefs of Police (MDCACP) - First Responder Mental Wellness Initiative and Bay Harbor Islands (Partner Agency) for BHI law enforcement officers participation in the Regional First Responder Peer Support Team Program. Enclosed is a copy of the proposed Memorandum of Understanding.

8. **Consideration** and **Approval** of a Resolution establishing a rate structure for use of the town's Electric Vehicle Charging Station. Enclosed is a copy of the proposed Resolution.

   **A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, ADOPTING FEES FOR USE OF THE ELECTRIC EV CHARGING STATION; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.**

9. **Consideration** and **Approval** of a Resolution amending the Building Permit Fee Schedule set by Resolution No. 2270 to establish a reduced fee for applicants that choose to use a "Private Provider" for Building Plan Review and Inspections, as per Florida Statutes, Section 553.791. Enclosed is a copy of the fee schedule and legislation.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING THE FEE SCHEDULE OUTLINED IN RESOLUTION NO. 2270 TO ESTABLISH A REDUCED FEE FOR APPLICANTS THAT HIRE A "PRIVATE PROVIDER" FOR PLAN REVIEW AND BUILDING INSPECTIONS AS SPECIFIED IN FLORIDA STATUTES, SECTION 553.791; PROVIDING FOR INCORPORATION OF RECITALS AND SETTING AN EFFECTIVE DATE.**

10. **Consideration** and **Approval** of a Resolution awarding an emergency contract to Perkins Roofing Corp. in the amount of $199,188.00 for the replacement of the Town Hall and Annex Building roof. Enclosed are proposals and other supporting documents.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AWARDING AN EMERGENCY CONTRACT TO PERKINS ROOFING CORP FOR REPLACEMENT OF THE TOWN HALL AND ANNEX BUILDINGS' ROOFS, PURSUANT TO SECTION 2.1.2 OF THE TOWN CODE; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR EXPENDITURE OF FUNDS; AND SETTING AN EFFECTIVE DATE.**

**STAFF RECOMMENDATION:** Approve **POLL VOTE**

## ORDINANCES ON SECOND READING:

11. **Consideration** and **Approval** of an ordinance on Second Reading amending Chapter 5, Section 5-23.01(f) of the Town Code pertaining to meetings of the Design Review Board. Sponsored by Council Member Bruder.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AMENDING CHAPTER 5 OF THE TOWN CODE, ENTITLED "DESIGN REVIEW BOARD", BY REVISING SECTION 5-23.01(f) PERTAINING TO MEETINGS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

12. **Consideration** and **Approval** of an ordinance on Second Reading amending Sections 9-29 and 12-27 of the Town Code to modify civil penalties and repealing Resolution No. 2271, which previously addressed certain civil penalties.

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 9, SECTIONS 9-29 AND CHAPTER 12, SECTION 12-27 OF THE TOWN CODE MODIFYING CIVIL PENALTIES TO BE ASSESED FOR VIOLATION OF THE TOWN CODE, REPEALING RESOLUTION NO. 2271; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; AND SETTING AN EFFECTIVE DATE.**

2/1/23 - Yaffe.

fuller
rewrite
sales
center
on
corner
of
2nd
floor

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

**ORDINANCES ON FIRST READING:**

**DEFERRED ITEMS:**

**TOWN MANAGER ITEMS::**

Accepted. 2yr. - Bruna Almeida - My reply was usage was not allowed.

13. Request for approval by Bay Harbor Investment, Inc. for operation of a Sales Center to be located at 1170 Kane Concourse, in connection with the development of a 7-story, 27-unit multifamily residential building at 9740 and 9760 West Bay Harbor Drive; as approved by the Design Review Board on October 18, 2022. Enclosed is a copy of the applicant's "Letter of Intent".

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

14. **Consideration** and **Approval** of a Resolution approving a Parking Trust Payment Agreement with Kane BH Property 1, LLC for payment of a fee to the Town's Parking Trust for a portion of the required parking spaces in lieu of the Developer providing all of the project's required on-site parking spaces, pursuant to Section 23-29.1 of the Town Code; for the proposed commercial development to be located at 9555 Bay Harbor Terrace. Enclosed is a copy of the proposal setting forth the terms of the agreement.

2yr w/a waiver by owner

$120K per space. - $35K per spot. - 48 spaces. =

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

All options were reviewed w new ordinance. pay up front.

15. Request for approval by 1177 Bay Harbor Islands, LLC for operation of a temporary Sales Gallery to be located at 1160 Kane Concourse, in connection with a mixed-use development (commercial, office, and residential) to be located on the northeast corner of Kane Concourse and West Bay Harbor Drive. Enclosed is a copy of the applicant's "Letter of Intent".

- Submitted an application

- Approved. 2yr.

**STAFF RECOMMENDATION:** Council's Discretion. **POLL VOTE**

Notified that usage was not allowed.

**DISCUSSION ITEMS:**

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

*Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

$35K x 48 spaces =

Mr. fuller.

last sales center on KC.

Moving forward. No groundfloor upstairs in Commercial Area. Revise Code future

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

Phil Gutman President of Continuum. Will not ask for another ext.

## TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

19. **Request for approval** of an extension of a temporary Sales Center, by The Continuum Company LLC, in connection with the development of a multifamily residential structure at 9201 and 9481 East Bay Harbor Drive, La Baia North. The applicant is requesting the Sales Center until December 31, 2025. Enclosed are the supporting documents. Placed on the agenda by Council Member Molly Diallo and Council Member Robert Yaffe for discussion.

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

20. **Request for approval** of an extension of a temporary Sales Center, 1177 Bay Harbor Islands, LLC, in connection with the development of a mixed-use development under construction on the northeast corner of Kane Concourse and West Bay Harbor Drive (1177 Kane Concourse). The applicant is requesting the Sales Center located at 1160 Kane Concourse until September 30, 2025. Enclosed are the supporting documents. Placed on the agenda by Council Member Robert Yaffe for discussion.

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

21. **Request for approval** of the location of a temporary Sales Center at 1090 Kane Concourse, Unit A, in connection with the development of a 26-unit multifamily project at 1047 92nd Street and 1055 92nd Street by 1055 Bay Harbor Development, LLC. The applicant is requesting the sales center for a period not to exceed three (3) years. Enclosed are the supporting documents. (Town Manager)

**STAFF RECOMMENDATION:** Council's Discretion **POLL VOTE**

## DISCUSSION ITEMS:

22. **Discussion** and **Possible** action on the design of the 96th Street Park. Sponsored by Council Member D'Amico

23. **Discussion** and **Possible** action regarding Town Hall. Sponsored by Town Attorney's Office

**ADJOURNMENT:** Approximately 11:00 p.m.

***Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.***

6/11/25

Yaffe:
general. landlord/tenant obligation to come to Council. You know when it expires.

1:48 Mark.

## Ayanidys Martinez

**From:** Ayanidys Martinez
**Sent:** Friday, February 17, 2023 9:34 AM
**To:** abascunan@vdamiami.com; Bruna Almeida
**Cc:** Marlon Martinez
**Subject:** BTR License 9740-60 Sales Center 1170 KC 101

Good morning, Mr. Moya

I will be handling the BTR Applications, while Marlon is out on Paternity Leave.

I have the following items pending to be able to complete your application.

1. ✓ Copy of Fictitious Name Registration
2. ✓ Building Inspection – Scheduled for Tuesday, February 21st
3. ✓ Life Safety Inspection – Miami Dade Fire Department – Copy of Inspection Report
4. ✓ Background Check – Waiting for Police Department results

Thank you.

**Mrs. Ayanidys J. Martinez, CEP**
**Building & Zoning Supervisor**
Town of Bay Harbor Islands
9665 Bay Harbor Terrace, 2nd Floor
Bay Harbor Islands, Florida 33154
Office: (305) 993-1786, Extension 116
Office Cell: (786) 256-3011
Office Hours: Monday thru Friday 8:00am to 3:30pm
Email: amartinez@bayharborislands-fl.gov
Town Website: www.bayharborislands-fl.gov

**Please note: Florida has a very broad public records law. Most written communications to or from public agencies regarding government business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message is subject to public disclosure.**

## Ayanidys Martinez

**From:** Ayanidys Martinez
**Sent:** Friday, February 17, 2023 8:33 AM
**To:** David Murado PD
**Cc:** Marlon Martinez
**Subject:** BTR Applications - New
**Attachments:** Horizon 9880-9900 WBH Dr Marom.pdf; 9740-60 Sales Center 1170 KC 101 Moya.pdf

Good morning, David.

I have the following BTR applications for background check review. See attached copy of their identification card.

1. Marom
2. Moya

Thank you.

**Mrs. Ayanidys J. Martinez, CEP**
**Building & Zoning Supervisor**
Town of Bay Harbor Islands
9665 Bay Harbor Terrace, 2nd Floor
Bay Harbor Islands, Florida 33154
Office: (305) 993-1786, Extension 116
Office Cell: (786) 256-3011
Office Hours: Monday thru Friday 8:00am to 3:30pm
Email: amartinez@bayharborislands-fl.gov
Town Website: www.bayharborislands-fl.gov

**Please note: Florida has a very broad public records law. Most written communications to or from public agencies regarding government business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message is subject to public disclosure.**

# Town of Bay Harbor Islands

## APPLICATION FOR BUSINESS TAX RECEIPT - BUSINESS DISTRICT

***PRINT OR TYPE ALL INFORMATION REQUESTED***

**PROCESSING FEE - $25.00**

BEFORE OPENING A BUSINESS IN BAY HARBOR ISLANDS MAKE SURE YOU CHECK WITH THE BUILDING DEPARTMENT FOR CERTAIN CONDITIONS THAT MAY APPLY TO THE BUSINESS OR LOCATION.

EXAMPLE: Change of Use and Occupancy Inspections
Fire Department Inspections
Sign Regulations

Sales Center

(For official use only)
DATE RECEIVED: 2-13-2023
DATE ISSUED: _____ LICENSE FEE: $ 121.55
ACCT. NO. _____ LICENSE NO. _____
CLASSIFICATION: _____

**INDICATE TYPE OF OWNERSHIP OF BUSINESS:** ☐ Individual ☑ Corporation ☐ Partnership ☐ Other _____

| | |
|---|---|
| *APPLICANT: Mauricio Moya | DATE OF BIRTH: |
| E-MAIL ADDRESS: abascunan@vdamiami.com | WORK PHONE: |
| SS#: FEIN: 38-4191159 | DRIVER LICENSE: |
| BUSINESS NAME: BAY HARBOUR INVESTMENT INC | CELL PHONE: 786 944 3995 |
| DOING BUSINESS AS (dba): ORIGIN RESIDENCES | |
| BUSINESS ADDRESS: 1170 Kane Concourse, Suite 101, Bay Harbor Islands, FL 33154 | |
| MAILING ADDRESS (if different) | |
| DESCRIPTION OF BUSINESS (provide details) Real Estate Developer | |
| | |

ESTIMATED NUMBER OF EMPLOYEES: 2 DAYS BUSINESS WILL BE OPEN: Mon - Fri 10am - 6 pm, Sat 10 am - 4 pm, Sun 11 am - 4 pm HOURS: _____
WILL BUSINESS HAVE VENDING MACHINES No IF SO, WHAT PRODUCT WILL BE VENDED: Real Estate Apartments
ATTACH THE FOLLOWING DOCUMENTS:

CERTIFICATIONS ISSUED BY STATE/COUNTY AGENCIES
COPY OF ARTICLES OF INCORPORATION OR ARTICLES OF ORGANIZATION
LIST OF CORPORATE OFFICERS (Including Name, Address and Telephone Numbers)
COPY OF LEASE (IF APPLICANT IS OTHER THAN OWNER)
IF PROPERTY OWNER, PROVIDE COPIES OF DEED OR OTHER DOCUMENTS SHOWING OWNERSHIP

| LIST NAME, ADDRESS AND TYPE OF BUSINESS (both current and previous) YOU HAVE OPERATED: |
|---|
| |
| |
| |

LIST THREE (3) REFERENCES: (Note if you list a bank, corporation, etc. include name of a contact person)

| NAME | ADDRESS | PHONE |
|---|---|---|
| Felipe Cortes | 3875 NE 167 st, North Miami Beach | 954 608 7283 |
| Bruna Almeida | 3788 NW 6th St. Deerfield Beach | 954 573 4735 |
| Rodrigo Galdames | 19370 Collins Ave, Sunny Isles Beach | 786 557 3787 |

I understand that in applying for a business license in the Town of Bay Harbor Islands it is my obligation to understand and comply with the rules and regulations of the Town of Bay Harbor Islands. I acknowledge receipt of a copy of the Town's sign regulations, if applicable.

APPLICANT'S SIGNATURE * _____ DATE: _____

FOR RESTAURANTS/FOOD ESTABLISHMENTS, A SOLID WASTE DEPOSIT IS REQUIRED (This amount can be adjusted depending upon monthly volume usage)

**INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED**
**PLEASE BE SURE TO ATTACH ALL REQUIRED DOCUMENTATION**

Updated - April 17, 2008

Double Sided ☞

# Town of Bay Harbor Islands

## APPLICATION FOR CERTIFICATE OF OCCUPANCY

Before the issuance of a Certificate of Occupancy will be granted for the completion of a building permit or for a Business Tax Receipt, the following information must be provided.

Per the Florida Building Code, Section 503 and 307, the premises must be inspected and approved prior to new occupancy being granted.

Date: _____

| | |
|---|---|
| Business Location | |
| Previous Tenant: (name) | |
| Previous Use (type of business) | |
| New Business Name | |
| New Tenant's Name | |
| Telephone Number | |
| Contractor's Name and Address and Phone Number | |

---

**OFFICIAL USE ONLY**

**Town Clerk:**

Type of Business Compliant with Code? ☐ Yes ☐ No
Council Approval Required? ☐ Yes ☐ No

Council Approval Date: _____

Town Clerk: _____ Town Clerk Approval Date: _____

**Police Department:**

Background Investigation Completed? ☑ Yes ☐ No Date: 2/22/2023
Approval for License ☐ Yes ☐ No Date: _____
Officer's Name: Det. Munado Officer's Signature: D Dml #45

Officer's Remark: – No Criminal Record found –

**Building Department:**

Change of Use? ☐ Yes ☐ No

Inspections Required:

| | | |
|---|---|---|
| ☐ Code Compliance | Inspector: _____ | Date: _____ |
| ☐ Building | Inspector: _____ | Date: _____ |
| ☐ Electrical | Inspector: _____ | Date: _____ |
| ☐ Mechanical | Inspector: _____ | Date: _____ |
| ☐ Fire | Inspector: _____ | Date: _____ |
| ☐ Public Works | Inspector: _____ | Date: _____ |
| ☐ DERM | Inspector: _____ | Date: _____ |

1170 ICC, Ste. 101


PASAPORTE/PASSPORT

REPÚBLICA DE CHILE

TIPO/TYPE: P

CÓDIGO DEL PAÍS/COUNTRY CODE: CHL

NÚMERO PASAPORTE/PASSPORT NUMBER: P10061421

APELLIDOS/SURNAMES: MOYA MAC-KAY

NOMBRES/GIVEN NAMES: MAURICIO ANDRÉS

NACIONALIDAD/NATIONALITY: CHILENA

SEXO/SEX: M

RUN/PERSONAL NUMBER: 10.224.205-K

LUGAR DE NACIMIENTO/PLACE OF BIRTH: LAS CONDES

FECHA DE NACIMIENTO/DATE OF BIRTH: 20 MAR 1968

FECHA DE EMISIÓN/DATE OF ISSUE: 31 AGO 2020

FECHA DE VENCIMIENTO/DATE OF EXPIRY: 30 AGO 2030

AUTORIDAD EMISORA/ISSUING AUTHORITY: Servicio de Registro Civil e Identificación

P<CHLMOYA<MAC<KAY<<MAURICIO<ANDRES<<<<<<<<<<

P100614212CHL6803203M3008306102242O5<K<<<<24

# TOWN OF BAY HARBOR ISLANDS

9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS FL 33154
PHONE: (305) 866-6241 / FAX: 305-866-4863

Date: 02/10/23

Credit Card Authorization

If you wish to pay by Credit Card, please complete and sign the following information. Credit card information is exempt from the state's public records disclosure law and will not be disclosed to any persons not involved with the transaction.

Name of Company: BAY Harbour Investment Inc.

Name On Card: BAY Harbour Invest

Amount of Payment: $ 146.55

Card Number: _____

Card Type (please check one): MasterCard ☑ Visa ☐ Discover ☐ Amex ☐

Exp. Date: _____

Zip Code: _____

* CVV / CID: _____

Customer Email (optional): ABASCUNAN@VDAMIAMI.COM

**Cardholder acknowledges receipt of goods and/or services in the amount of the total shown above and agrees to perform the obligations set forth by the cardholder's agreement with the issuer.**

Cardholder's Signature _____

* The CVV is a 3-digit security code found on the back of credit cards, generally on or near the signature strip. The CID code is a 4-digit security code found on the front of American Express cards, to the right and above the embossed card number.

## LEASE AGREEMENT

**THIS LEASE AGREEMENT** is made and entered into on the Effective Date, by and between **1170, LLC**, a Florida limited liability company (hereinafter referred to as **"Landlord"**) and Bay Harbour Investment, Inc. a corporation, (hereinafter referred to as **"Tenant"**).

### BASIC LEASE TERMS

| | | |
|---|---|---|
| **(A)** | **EFFECTIVE DATE:** | The Effective Date of this Lease shall be when Landlord and Tenant have duly executed the same and counterparts have been delivered to the other party as herein provided |
| **(B)** | **LANDLORD:** | 1170, LLC, a Florida limited liability company |
| **(C)** | **NOTICES TO LANDLORD:** | 1170 Kane Concourse – Suite 500<br>Bay Harbor Islands, Florida 33154 |
| **(D)** | **TENANT:** | Bay Harbour Investment, Inc. |
| **(E)** | **NOTICES TO TENANT:** | Premises |
| | With a copy to: | _____<br>_____<br>_____ |
| **(F)** | **BUILDING ADDRESS:** | 1170 Kane Concourse,<br>Bay Harbor Islands, Florida 33154 |
| **(G)** | **PREMISES:** | The Premises are shown on **Exhibit "B"** to this Lease, being Suite 101 consisting of approximately 662 rentable sq. ft. |
| **(H)** | **RENTABLE AREA OF BUILDING:** | Approximately 33,640 square feet. |
| **(I)** | **LEASE TERM:** | Two (2) years, beginning on the Rent Commencement Date. |
| **(J)** | **DELIVERY DATE:** | December 1, 2022. |
| **(K)** | **RENT COMMENCEMENT DATE:** | December 1, 2022, subject to Tenant obtaining appropriate certificate of occupancy and/or any other applicable approvals required by the City of Bay Harbour. |
| **(L)** | **SECURITY DEPOSIT:** | $5,627.00 consisting of two (2) months Base Rent. |
| **(M)** | **BASE RENT:** | $2,813.50 per month (at the rate of $51.00 per rentable square foot) for the first year of the Term of the Lease, plus applicable taxes as provided in the Lease and an increase of four (4%) percent per annum thereafter on each |

| | | |
|---|---|---|
| | | lease year. Tenant shall pay on or before the Rent Commencement Date six (6) months advance Rent. |
| (N) | **TENANT'S PRO RATA SHARE:** | Not Applicable. |
| (O) | **USE:** | The Premises shall be exclusively used as retail and office for sales center and for no other purpose (**"Permitted Use"**) and it will be subject to the City of Bay Harbour Islands approval. |
| (P) | **OPTION(S) TO EXTEND TERM:** | One (1) renewal for Two (2) years. |
| (Q) | **GUARANTOR:** | Intentionally Omitted |
| (R) | **PARKING:** | There are no parking spaces within the Common Areas of the building. Tenant, its employees, customers and invitees must use off-site parking at their own cost. |
| (S) | **BROKERS:** | Wolf Co Real Estate Brokerage and Investments LLC and Javier Bellon Cervera Real Estate are the only brokers involved in this Lease. |

**CAPITALIZED TERMS NOT DEFINED ABOVE SHALL HAVE THE MEANINGS SET FORTH ELSEWHERE IN THIS LEASE.**

**THIS BASIC LEASE TERMS IS AN INTEGRAL PART OF AND IS INCORPORATED INTO THE FOLLOWING LEASE AGREEMENT. IN THE EVENT OF ANY CONFLICT WITH THE TERMS OF THIS BASIC LEASE TERMS AND THE FOLLOWING PORTIONS OF THIS LEASE, THE PROVISIONS OF THE FOLLOWING PORTIONS SHALL CONTROL.**



INITIAL: LANDLORD _____ TENANT _____






# Detail by Entity Name

Florida Profit Corporation
BAY HARBOUR INVESTMENT, INC

**Filing Information**

| | |
|---|---|
| **Document Number** | P21000055769 |
| **FEI/EIN Number** | 38-4191159 |
| **Date Filed** | 06/14/2021 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

201 Alhambra Circle
Suite 802
Coral Gables, FL 33134

Changed: 01/24/2022

**Mailing Address**

201 Alhambra Circle
Suite 802
Coral Gables, FL 33134

Changed: 01/24/2022

**Registered Agent Name & Address**

SALTIEL LAW GROUP
201 ALHAMBRA CIR
802
CORAL GABLES, FL 33134

**Officer/Director Detail**

**Name & Address**

Title P

MOYA, MAURICIO
201 Alhambra Circle
Suite 802
Coral Gables, FL 33134

Title SC

GUZMAN, SERGIO
201 Alhambra Circle
Suite 802
Coral Gables, FL 33134

Title Director, CLO

Saltiel, Moises A.
201 Alhambra Circle
Suite 802
Coral Gables, FL 33134

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2022 | 01/24/2022 |

**Document Images**

| | |
|---|---|
| 01/24/2022 -- ANNUAL REPORT | View image in PDF format |
| 06/14/2021 -- Domestic Profit | View image in PDF format |

Florida Department of State, Division of Corporations

# Electronic Articles of Incorporation For

BAY HARBOUR INVESTMENT, INC

P21000055769
FILED
June 14, 2021
Sec. Of State
tscott

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

## Article I

The name of the corporation is:

BAY HARBOUR INVESTMENT, INC

## Article II

The principal place of business address:

3350 SW 148TH AVE
SUITE 134
MIRAMAR, FL. US 33027

The mailing address of the corporation is:

3350 SW 148TH AVE
SUITE 134
MIRAMAR, FL. US 33027

## Article III

The purpose for which this corporation is organized is:

ANY AND ALL LAWFUL BUSINESS.

## Article IV

The number of shares the corporation is authorized to issue is:

50000

## Article V

The name and Florida street address of the registered agent is:

SALTIEL LAW GROUP
201 ALHAMBRA CIR
802
CORAL GABLES, FL. 33134

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: MOISES SALTIEL

P21000055769
FILED
June 14, 2021
Sec. Of State
tscott

## Article VI

The name and address of the incorporator is:

MOISES SALTIEL
201 ALHAMBRA CIR
802
CORAL GABLES

Electronic Signature of Incorporator: MOISES SALTIEL

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

## Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
MAURICIO MOYA
3350 SW 148TH AVE
MIRAMAR, FL. 33027 US

Title: SC
SERGIO GUZMAN
3350 SW 148TH AVE
MIRAMAR, FL. 33027 US

MIAMI-DADE COUNTY FIRE RESCUE
FIRE PREVENTION / FIRE MARSHAL'S OFFICE
9300 NW 41 STREET, DORAL, FLORIDA 33178 ■ 786.331.4800

RECEIVED
FEB 2 - 2023
BY:

# OPERATING PERMIT APPLICATION

RES-23210-000106
FALO-B-2227-001-3520

DATE: 02/13/2023

## BUSINESS INFORMATION

BUSINESS LEGAL NAME OR DBA: BAY HARBOUR INVESTMENT INC

ADDRESS: 1170 Kane Concourse UNIT/BLDG#: 101

CITY: Bay Harbor Islands STATE: Florida ZIP: 33154

BUSINESS MAILING ADDRESS: SAME. UNIT/BLDG#:

CITY: STATE: ZIP:

BUSINESS OWNER/CORPORATION NAME: Mauricio Moya

TITLE: President PHONE #: 786 944 3995 · 786 557 3707 ·

E-MAIL: abascunan@vdamiami.com ; RGALDAMES@VDAMIAMI.COM

TYPE OF BUSINESS [DESCRIBE IN DETAIL]: (Real Estate Developer) bruna@boccada.com

(Loft - 600)

## MATERIALS SOLD/STORED

MATERIALS TO BE STORED/SOLD [DESCRIBE IN DETAIL IF ANY]: (None)

STORAGE/SALE OF ☐ FLAMMABLE, ☐ COMBUSTIBLE, AND/ OR ☐ HAZARDOUS MATERIALS ON SITE?

IF ONE OF THE ABOVE HAS BEEN CHECKED, PLEASE DESCRIBE:

- MY SIGNATURE BELOW VERIFIES THE ABOVE INFORMATION IS TRUE AND CORRECT.
- I UNDERSTAND AND ACCEPT THAT NO CHANGES OR REFUNDS CAN BE MADE TO THE OPERATING PERMIT ONCE ISSUED.
- I AM AUTHORIZED TO SIGN FOR THE BUSINESS AND UNDERSTAND THAT ANY MISREPRESENTATION OF INFORMATION ON THIS APPLICATION MAY RESULT IN THE REVOCATION OF THE ANNUAL OPERATING PERMIT AND/OR POSSIBLE ENFORCEMENT ACTION BEING INITIATED AGAINST THE BUSINESS AND/OR ITS AUTHORIZED REPRESENTATIVES.
- I FURTHER UNDERSTAND THAT A CERTIFICATE OF OCCUPANCY (CO) IS A PREREQUISITE TO OBTAINING AN ANNUAL OPERATING PERMIT.

APPLICANT: Mauricio Moya
*PLEASE PRINT NAME*

*SIGNATURE*

## DEPARTMENT USE ONLY

PERMIT TYPE: Business HAZ FEE?: YES ☐ NO ☑ PERMIT #: 23126-000340

FIRE INSPECTOR: EDWARD HERNANDEZ
*PLEASE PRINT NAME*

*SIGNATURE*

DATE COMPLETED: FEB 13 2023

# MIAMI-DADE FIRE RESCUE DEPARTMENT - Inspection Report



FIRE PREVENTION DIVISION
9300 NW 41 STREET, DORAL, FLORIDA 33178
PHONE 786.331.4800 FAX 786.331.4801

**PERMIT #** **23126-00340**

**Business Address:** (District 1)
BAY HARBOUR INVESTMENT, INC
1170-1170 KANE CONC SUITE 101
BAY HARBOR, FL 33154

**Billing Address:**
BAY HARBOUR INVESTMENT, INC
1170 KANE CONC SUITE 101
BAY HARBOR, FL 33154

**RESULT: Inspected / Approved**
**Resulted Date:** 2/13/23

**Permit Type:** Business / Business Offices. **Inspection**
**Month:** March
**Inspector:**
Edward Hernandez
(786) 336-6839
edward.hernandez@miamidade.gov

RECEIVED
FEB 2 . 2023
BY:

Please Note: A Life Safety Permit required by Section 14-39, Code of Miami-Dade County, to operate the above named occupancy will be issued upon correction of all outstanding violations and payment of fees assessed. **Failure to obtain the required Life Safety Permit will result in enforcement actions including fines, citations, liens and/or orders to cease and desist operation.**

**No violations noted at this time**

CUSTOMER SIGNATURE

Title: Agency
Name: ALLAN BASCUNAN

**Please Note:** A life safety permit will be issued upon compliance of outstanding violations and payment of fees assesed . One (1) re-inspection will be performed at no additional cost. All subsequent re-inspections will be billed at one-half the original permit fee amount.

We would like feedback on your experience with your Life Safety Inspection .
Please take a minute to complete our survey at:
http://bit.ly/mdfr_2tcSXHm

Inspection Report #2545433
Generated on: 2/13/2023

# APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G23000022536

**Fictitious Name to be Registered:** ORIGIN RESIDENCES

RECEIVED
FEB 2023
BY:

**Mailing Address of Business:** 201 ALHAMBRA CIRCLE, SUITE 802
CORAL GABLES, FL 33134

**Florida County of Principal Place of Business:** MIAMI-DADE

**FEI Number:** 38-4191159

FILED
Feb 16, 2023
Secretary of State

**Owner(s) of Fictitious Name:**

BAY HARBOUR INVESTMENT, INC
201 ALHAMBRA CIRCLE, SUITE 802
CORAL GABLES, FL 33134 US
Florida Document Number: P21000055769
FEI Number: 38-4191159

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

MAURICIO MOYA — 02/16/2023

Electronic Signature(s) — Date

**Certificate of Status Requested ( )** **Certified Copy Requested ( )**

**Marlon Martinez**

Email her.

**From:** Bruna Almeida <bruna@foccocd.com> - Send application & document we need to proceed.
**Sent:** Tuesday, December 20, 2022 2:30 PM
**To:** Michael J. Miller
**Cc:** Abascunan@vdamiami.com; Marlon Martinez; Rodrigo Galdames
**Subject:** Re: FW: Sales Office at 1170 Kane Concourse

Good afternoon Michael,

I hope everything is going well with you.

I called you, but unfortunately I couldn't reach you.

I believe you are the one who can help me with the sales office in Bay Harbor. We want to have an sales office on Kane Concourse for the building that we are going to build at 9769 W Bay Harbor, but it looks like it is allowed per code compliance.

As per the email below, you said that another office (La Baia) like the one we want to have, has made a request for sales center on Kane Concourse and got a approval with some conditions.

Could you please help me with this? How can we request for this permission? W Town council.

Sincerely,

1. Submit a request. an approval. to open. an email it to. town clerks office

FOCCO
construction & design

Cynthia & Yvonne.


**Bruna Almeida**
**Building Contractor**

+1(305)814-8485
+1(954)573-4735
bruna@foccocd.com
www.foccocd.com
@foccocd

FOCCO
construction & design

**Bruna Almeida**
Building Contractor

+1(305)814-8485
+1(954)573-4735
bruna@foccocd.com
www.foccocd.com
@foccocd

**From:** Michael J. Miller <mmiller@michaelmillerplanning.com>
**Sent:** Thursday, November 17, 2022 10:07 AM
**To:** Lawrence Wentworth <lwentworth@bayharborislands-fl.gov>
**Cc:** Marlon Martinez <mmartinez@bayharborislands-fl.gov>; Ayanidys Martinez <amartinez@bayharborislands-fl.gov>; Mike Mesa <mmesa@bayharborislands-fl.gov>; Edward Ploski <eploski@michaelmillerplanning.com>
**Subject:** RE: Sales Office at 1170 Kane Concourse

Town Staff:

I am not sure I agree with this decision. Sec. 23-5 sets forth the list of permitted uses in the B-1 Business District. Nowhere does it state a "sales center" is permitted. A standard real estate office (business and professional) is allowed subject to the % criteria. A project sales center is NOT a real estate office in my opinion. The Code says if a use is not specifically listed it is prohibited unless the TC reviews it. That is why the 1111 KC request went to the TC.

A year or so ago a request was made for a sales center in the 1111 KC bldg. (La Baia). As that use is not specifically listed in the Code the TC was asked to approve it at a public meeting – which they did with conditions.

MJM

Nov. 17, 2022

**From:** Lawrence Wentworth <lwentworth@bayharborislands-fl.gov>
**Sent:** Wednesday, November 16, 2022 1:54 PM

**To:** Bruna Almeida <bruna@foccocd.com>
**Cc:** Marlon Martinez <mmartinez@bayharborislands-fl.gov>; Ayanidys Martinez <amartinez@bayharborislands-fl.gov>; Michael J. Miller <mmiller@michaelmillerplanning.com>
**Subject:** Fw: Sales Office at 1170 Kane Concourse

Hello Bruna

Yes. a sales center can be installed into a building in the Business zoning district without town council approval. Permits will have to be pulled to perform any alterations to the space. Also a permit will be needed if any signage is contemplated. Further more a local business tax receipt will have to be obtained to operate the sales center. I took the liberty of copying the relevant folks in case they want to add to this email.

Lawrence "Larry" Wentworth

Clerk

Town of Bay Harbor Islands Building Department

9665 Bay Harbor Terrace - Bay Harbor Islands, FL, 33154 Ph 305-993-1786 Fax 305-866-4863

lwentworth@bayharborislands-fl.gov

*Visit the permit portal at **www.citizenserve.com/bhi** to manage your Residential and Commercial construction projects. Get information on apply for your permits, track review and inspection milestones, manage your permits and more*

***Please note: Florida has a very broad public records law. Most written communications to or from public agencies regarding government business are considered to be public records and will be made available to the public and the media upon request. Therefore, your e-mail message is subject to public disclosure.***

Just a reminder the **Thanksgiving Day Holiday** is coming up and the Bay Harbor Islands Town government prohibits construction work on **Thursday and Friday 11/24-25/2022** in Section 12-27 of its ordinances. The Building Department and other governmental services save for law enforcement will not be available that day. If you require any inspections or arrangements, please let me know.

**From:** Bruna Almeida <bruna@foccocd.com>
**Sent:** Monday, November 14, 2022 8:33 AM
**To:** Lawrence Wentworth <lwentworth@bayharborislands-fl.gov>

**Cc:** Abascunan@vdamiami.com <Abascunan@vdamiami.com>
**Subject:** Sales Office at 1170 Kane Concourse

Good morning Larry,

Please, confirm please if the address at 1170 Kane Concourse, Bay Harbor Islands is an allowed area to work as a Sales Office.

Also, let me know what else we need to work as a Sales Office besides the business tax.

Sincerely,


Total Control Panel Login

To: lwentworth@bayharborislands-fl.gov
From: bruna@foccocd.com

Message Score: 30
My Spam Blocking Level: High

Block this sender
Block foccocd.com

High (60): Pass
Medium (75): Pass
Low (90): Pass

*This message was delivered because the content filter score did not exceed your filter level.*

Total Control Panel Login

To: lwentworth@bayharborislands-fl.gov
From:
mmiller@michaelmillerplanning.com

Remove this sender from my allow list

*You received this message because the sender is on your allow list.*

*Juan Fernandez-Barquin*
*CLERK OF THE COURT AND COMPTROLLER OF THE CIRCUIT*
*AND COUNTY COURTS*
*Miami-Dade County, Florida*

*RE: Appellate Court Case No.: 2025-000100-AP-01*
*Lower Court Case No.: 25-000940*

*Appellant, 1170 LLC*

*vs.*

*Appellee, Town of Bay Harbor Islands*

APPELLATE DIVISION
Dade County Courthouse
20 NW 1ST AVE., Floor 6
Miami, Fl 33128

*December 02, 2025*

*To:* *1170 LLC*
*Moises A. Saltiel, Esq.*
*Saltiel Law Group*
*Service@SaltielLawGroup.com*

*The Clerk of the Court and Comptroller acknowledge receipt of your* ☒ ***Notice of Administrative Appeal*** *filed 12/01/2025.*

Pursuant to Appellate Rule 9.190(c)(4), the clerk of the lower tribunal shall not be required to prepare a record or record index. The petitioner or the appellant shall submit an appendix in accordance with rule 9.220. Supplemental appendices may be submitted by any party. Appendices may not contain any matter not made part of the record in the lower tribunal.

Pursuant to Appellate Rules 9.110(4)(f), 9.130(6)(e), and 9.140(g), your initial brief is due within the prescribed times as noted below, subject to any orders tolling the time for said filing.

- ***ADMINISTRATIVE APPEALS:*** Rule 9.110(4) (f) Appellant's initial brief shall be served within 70 days of filing the notice.
- ***NON-FINAL ORDERS:*** Rule 9.130(6)(e) Appellant's initial brief, accompanied by an appendix as prescribed by rule 9.220, shall be served within 15 days of filing the notice.

**Your Initial Brief is due on 02/09/2026.**

***Please refer to the Florida Rules of Appellate Procedure for time calculations and other requirements.***

*Sincerely,*

*Juan Fernandez-Barquin*
*Clerk of the Court and Comptroller*

*BY* _____
*Yenory Garcia, Deputy Clerk E304348*

*CC:* *Town of Bay Harbor Islands*
*1030 95th St.*
*Bay Harbor Islands, FL 33154*

*Attachment: Invoice to Appellant's Attorney*

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

A penalty will be imposed for failure to keep this license exhibited conspicuously at your establishment or place of business.

# BUSINESS TAX RECEIPT

**Year:** 2025-2026

**Number:** 2605

**Account Number:** 36336

**Mailing Address:**

BAY HARBOUR INVESTMENT INC
ORIGIN RESIDENCES
BAY HARBOUR INVESTMENT INC
1170 KANE CONCOURSE, STE 101
BAY HARBOR ISLANDS, FL 33154

**Business Name and Address:**

BAY HARBOUR INVESTMENT INC
ORIGIN RESIDENCES
BAY HARBOUR INVESTMENT INC
1170 KANE CONCOURSE, STE 101
BAY HARBOR ISLANDS, FL 33154

**Category:** BUSINESS AND PROFESSION OFFICE

**Phone Number:** **786-944-3995**

**Tax ID Number:** **38-4191159**

**Approval Date:** **2/23/2023**

**Nature of Business:**

SALES CENTER

**Comments:**

10-8-2025 TC Apprved extension for 12 month period expiring 10/8/2026 or if all units are sold before then a 30 day vacate period will apply. Which ever comes first.

APPROVED BY TC ON 2.1.2023 TWO YEARS

**THIS RECEIPT EXPIRES SEPTEMBER 30th OF THE YEAR SHOWN ABOVE.**

**Fee:** **$121.55**

**Late Fees:** **$12.16**

**Date Paid:** **10/1/2025**

**By** _____
**Evelyn Herbello**
**Town Clerk**

BAY HARBOR ISLANDS

**Marlon Martinez**

**From:** noreply@municipalonlinepayments.com
**Sent:** Monday, October 27, 2025 6:19 PM
**To:** Marlon Martinez
**Subject:** Payment Notification - Business Tax Receipt

## Bay Harbor Islands, FL

This is your payment receipt.

| Confirmation Number | Payer Contact Info | Payment Method |
|---|---|---|
| YMXNPHP7H4 | eduardo@saltiellawgroup.com | **********1067 |

### Business Tax Receipt

| | |
|---|---|
| Account Number | 36336 |
| Business Name | Bay Harbour Investment Inc. |
| Business Address | 1170 Kane Concourse, Ste 101, Bay Harbor Islands FL 33154 |
| Daytime Telephone | 3057356565 |
| Email | eduardo@saltiellawgroup.com |

| | |
|---|---|
| Base Price | $133.71 |
| Credit Card Processing Fee | $3.34 |
| **Total** | **$137.05** |

Municipal Online Services Login

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]

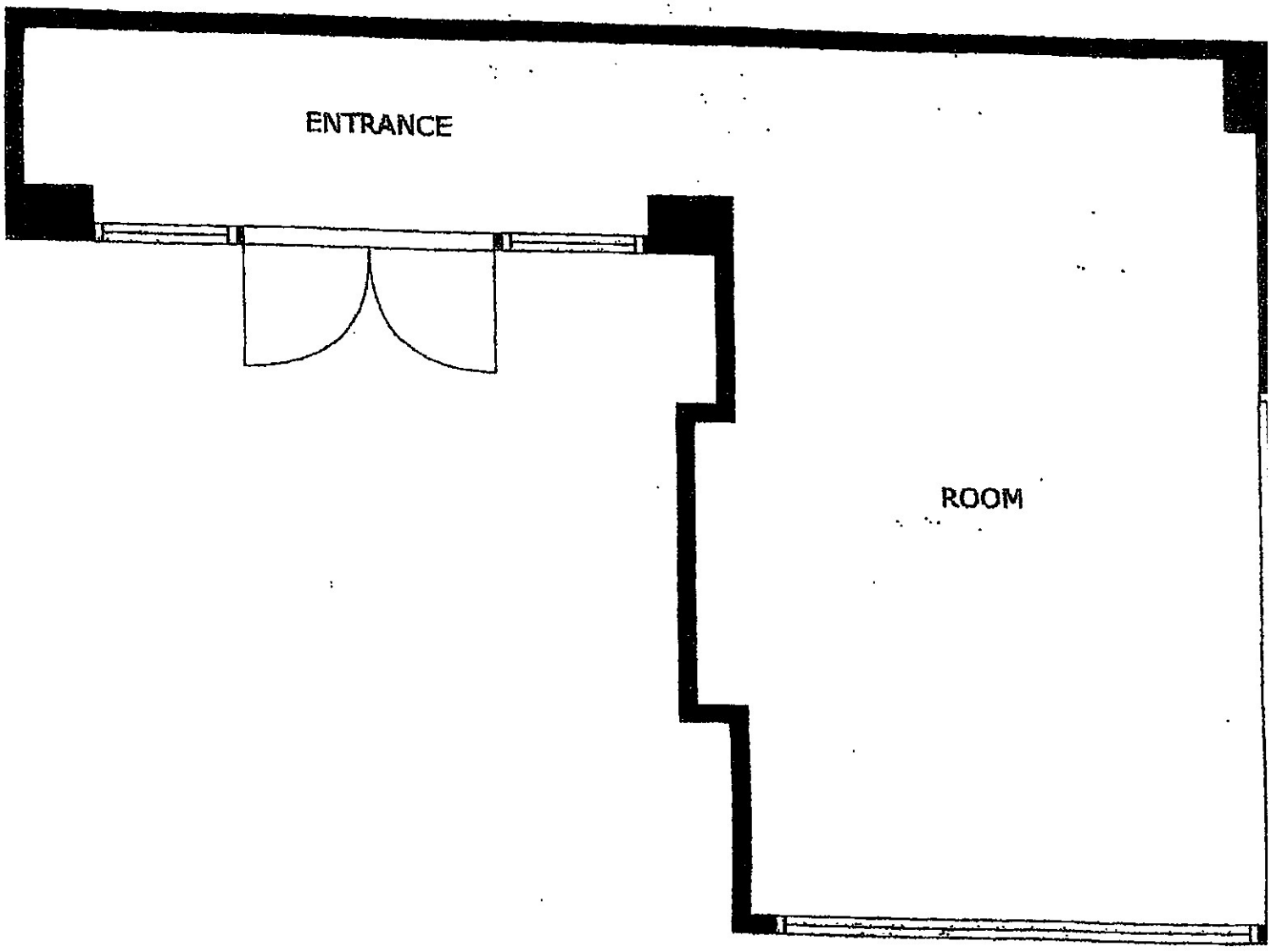

ORIGIN
RESIDENCES
Bay Harbor


ORIGIN
RESIDENCES • BAY HARBOR
by artefacto

# Exhibit C

Lease Floor Plan

**FLOOR PLAN**




38

SALTIEL LAW GROUP
INTERNATIONAL MEMBER OF EJASO

December 9, 2025

**VIA ELECTRONIC MAIL**

Mitigation Committee
c/o Evelyn Herbello
Town Clerk
Town of Bay Harbor Islands 1030 95th Street
Bay Harbor Islands, Fl 33154

**RE: Mitigation of Violation No.: 25-000940**
**1170 Kane Concourse, Ste. 101, Bay Harbor Islands, FL 33154**

Dear Ms. Herbello:

We represent Bay Harbour Investment, Inc. ("BHI"), the owner and developer of the properties located at 9740 and 9760 West Bay Harbor Drive, Bay Harbor Islands, Florida. As you know, on February 23, 2023, the Town issued a Business Tax Receipt authorizing BHI to establish a sales center at 1170 Kane Concourse, Suite 101 (the "Premises"), which expired in February of this year. On October 8, 2025, we appeared before the Town Council to request an extension of the approval to continue operating the Premises as our Client's sales center, which request was granted.

On October 30, 2025, we were summoned before the Town's Magistrate for the imposition of a fine related to the unauthorized use of the Premises during the period between the expiration of the original Business Tax Receipt and October 8, 2025—the date on which the Town Council renewed its approval for the continued use of the Premises as a sales center. At that hearing, the Magistrate imposed a daily fine of Five Hundred and 00/100 Dollars ($500.00), accruing from June 17, 2025 through October 8, 2025, for a total of Fifty-Six Thousand Five Hundred and 00/100 Dollars ($56,500.00).

We respectfully request mitigation of the fine imposed by the Magistrate, and specifically request that the accrual period be adjusted for the reasons set forth below.

On May 13, 2025, the Town issued a Notice of Violation, attached hereto as Exhibit A, establishing a compliance date of June 16, 2025. Notably, although the Notice of Violation was mailed to the owner of the Premises, its registered agent, and to BHI at the Premises, it was not mailed to BHI's registered agent.

Unfortunately, Mr. Allan Bascuñan, BHI's representative in charge of the sales office, was required to leave the country on February 16, 2025 due to the expiration of his visa. Consequently, the sales office remained unstaffed until BHI was able to secure a suitable replacement for Mr. Bascuñan.

On August 7, 2025, our office requested to appear before the Town Council in order to remedy the violation,

by submitting correspondence to you, attached hereto as Exhibit B. At that time, we were advised that it was too late to be included in the agenda for the August Regular Meeting, but that the matter would be scheduled for the September meeting. However, after following up, we learned that the item had not been placed on the September agenda and were instructed to contact Ms. Lorrainia Belle, who subsequently confirmed on September 24, 2025 that the matter would be included in the October agenda.

The issue was ultimately heard at the Town Council's Regular Meeting on October 8, 2025. At that meeting, the Town Council approved the continued use of the Premises as BHI's sales center for an additional year. In turn, and as a token of its good faith, BHI agreed to make a donation of Five Thousand and 00/100 Dollars ($5,000.00) to the Town's youth programs, in addition to any fine ultimately imposed.

Nevertheless, and despite the fact that we respectfully sought to have the issue heard in August, the daily fine of Five Hundred and 00/100 Dollars ($500.00) continued to accrue until the matter was resolved on October 8, 2025—sixty-two (62) days after our initial request to have the matter considered by the Town Council. As a result, the fine increased by Thirty-One Thousand and 00/100 Dollars ($31,000.00) during this period.

We raised this delay before the Magistrate, who appeared receptive to considering a reduced fine in light of the time that elapsed between our August request and the October hearing at which the matter was resolved. However, the Code Compliance Department referenced an email from March in which an individual named German Rojas indicated that BHI was aware of the matter and addressing it. Mr. Rojas is a realtor with no affiliation or authority to speak on behalf of BHI and no knowledge of BHI's operations, as confirmed by his sworn affidavit attached hereto as Exhibit C.

For the reasons stated above, we respectfully request that the Mitigation Committee reduce the fine imposed against BHI by tolling the accrual of the fine as of August 7, 2025—the date on which we first requested Council review—and fix the fine at Twenty-Five Thousand Five-Hundred and 00/100 Dollars ($25,500.00).

**Request**

We would be grateful if you would calendar this matter for consideration by the Mitigation Committee at its next meeting.

Thank you for your attention and consideration.

Sincerely,

*/s/ Eduardo Rodriguez Siblesz*
Eduardo Rodriguez Siblesz, Esq.
eduardo@saltiellawgroup.com
(305) 735-6565

Enclosures

# Exhibit A

Notice of Violation

**TOWN OF BAY HARBOR ISLANDS**
**CODE COMPLIANCE DIVISION**
**1030 95th Street**
**Bay Harbor Islands, Florida 33154**
**Phone: (305) 993-1786**

# NOTICE OF VIOLATION

May 13, 2025
FILE NUMBER: 25-000940

*OWNER:*
1170 LLC
21170 NE 22 CT
MIAMI BEACH, FL 33180-1002

*ADDRESS OF VIOLATION:*
1170 LLC -
1170 KANE CONCOURSE 101
Bay Harbor Islands, FL 33154-2013
Parcel No: 1322270013520

*REGISTERED AGENT:*
- Oliviero Lew
1170 KANE CONCOURSE, 5TH FLOOR
Bay Harbor Islands , FL 33154

*TENANT:*
Bay Harbour Investment, Inc. -
Origin Residences Sales Center
1170 Kane Concourse, Ste. 101
Bay Harbor Islands , FL 33154

---

*Inspections of the above premise discloses violations(s) of the Code Ordinances of the Town of Bay Harbor Islands, as follows:*

Code Section Violated: 23-4(7)
Nature of Violation and Details:
In the RM-1 and RM-2 Multiple Family districts, no building or land shall be used and no building shall hereafter be erected, constructed, reconstructed or structurally altered which is designed, arranged or intended to be used or occupied for any purpose, except one or more of the following uses:

Temporary sales and business offices, construction trailers, and model dwelling units, but only in connection with the construction of dwelling units, and upon specific approval and permit of the town council, including but not limited to start time limits and other any other conditions as may be imposed by the town council at its discretion. Daily Penalty $250.00

**You may comply by: Obtain approval from the Town Council to operate a temporary sales center at this location.**

**For questions or concerns regarding the application process please contact Yvonne Hamilton, Town Clerk, at (305) 866-6241 or by email at yhamilton@bayharborislands-fl.gov .**

Code Section Violated: Sec. 13-8(1)
Nature of Violation and Details:
Any person who shall carry on or conduct any privilege, business, occupation or profession for which a business tax receipt is required by this chapter without first obtaining such receipt; any person who shall make a false statement, application or oath, in connection with any application for a business tax receipt. Daily Penalty $250.00

**You may comply by: A Business Tax Receipt is required to operate a sales center. The temporary sales center must be approved by the Town Council.**

RE: The sales center is operating without a valid Business Tax Receipt (BTR).The renewal requires Town Council approval. Business Tax Receipt # 2605 expired February 2025. Call # 25-16171

Location of Violation: 1170 KANE CONCOURSE 101 Violation Date: 05/13/2025

**Compliance Date:** June 16, 2025

*YOU MUST REQUEST AN INSPECTION BY CODE COMPLIANCE OFFICER UPON COMPLETION OF THE WORK. IF YOU DON'T CALL, YOUR FINES WILL CONTINUE TO ACCUMULATE.*

*If the violation is corrected within the prescribed time period, the civil fine will not be imposed. If the violation is not corrected within the prescribed lime period, a civil fine up to the maximum set for the above shall be payable daily for each day of violation. Each day of violation after the time for correction shall be deemed a continuing violation and is subject to an additional penalty in the same amount. No further notices will be given. Civil fines may be paid at the office of the Town Clerk at the following address:*

**Town of Bay Harbor Islands**
**Office of the Town Clerk**
**1030 95th Street, Trailer 2**
**Bay Harbor Islands, FL 33154**

*You may request an administrative hearing before a Special Magistrate to appeal the notice of violation or to request an extension of time. The request for hearing must be filed in the office of the Town Clerk in writing within twenty (20) days after service of notice of violation or you will be deemed to have admitted the violation and waived your right to a hearing. A timely request for a hearing will postpone the accrual of continuing additional penalties. You may be liable for the reasonable costs of hearing if you are found guilty of the violation.*

*5-6 (e) To the extent that there are open plans or permits involving new construction, substantial renovations, or demolition on the effective date of this section wherein the applicant or the subject property has any existing code violations with the town, stop work orders, liens or unpaid fines due and owing to the town, neither a final inspection shall occur nor shall the plans or permit be approved or closed until the existing code violation(s) are complied with and the citations are closed by the town and any unpaid fines are paid in full. Further, the Town shall suspend further project reviews,*
*including Design Review Board meetings, Site Development Plans, or Building Permits, until full or partial compliance is achieved, as determined by the Building Official. Nothing contained herein, or anywhere in the Town Code, shall prevent a party, _ who owes any money to the Town for outstanding liens, fines or otherwise, from paying said monies in full, in order to proceed with development or construction, obtain permits of any kind, or otherwise proceed with any other endeavor (including finalizing a transfer of the property), and thereafter proceeding to appeal, or seek mitigation of the liens, fines or other monies owed to the Town, through regular established processes for such appeal or request for mitigation. Any such request to appeal or seek mitigation shall be noted at the time of payment to the Town and must be pursued with reasonable promptness or it will be deemed waived. If the appeal or mitigation is successful, such that the amount due to the Town is retroactively reduced, the Town shall refund the amount of the reduction to the payor or their designee.*

**Service Information:**
Date Mailed: 05/13/2025
Date Posted: 05/13/2025

Cert Mail Article #: 95890710527025503341O6

Evelyn Merizalde
Compliance Manager
Town of Bay Harbor Islands
1030 95th Street
Bay Harbor Islands, FL 33154
786-256-4347
emerizalde@bayharborislands.net

# Exhibit B

Letter of Intent dated August 7, 2025

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 Siblesz*
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
Property Manager

/cdr

# Exhibit B

Pictures of Sales Center's
Interior



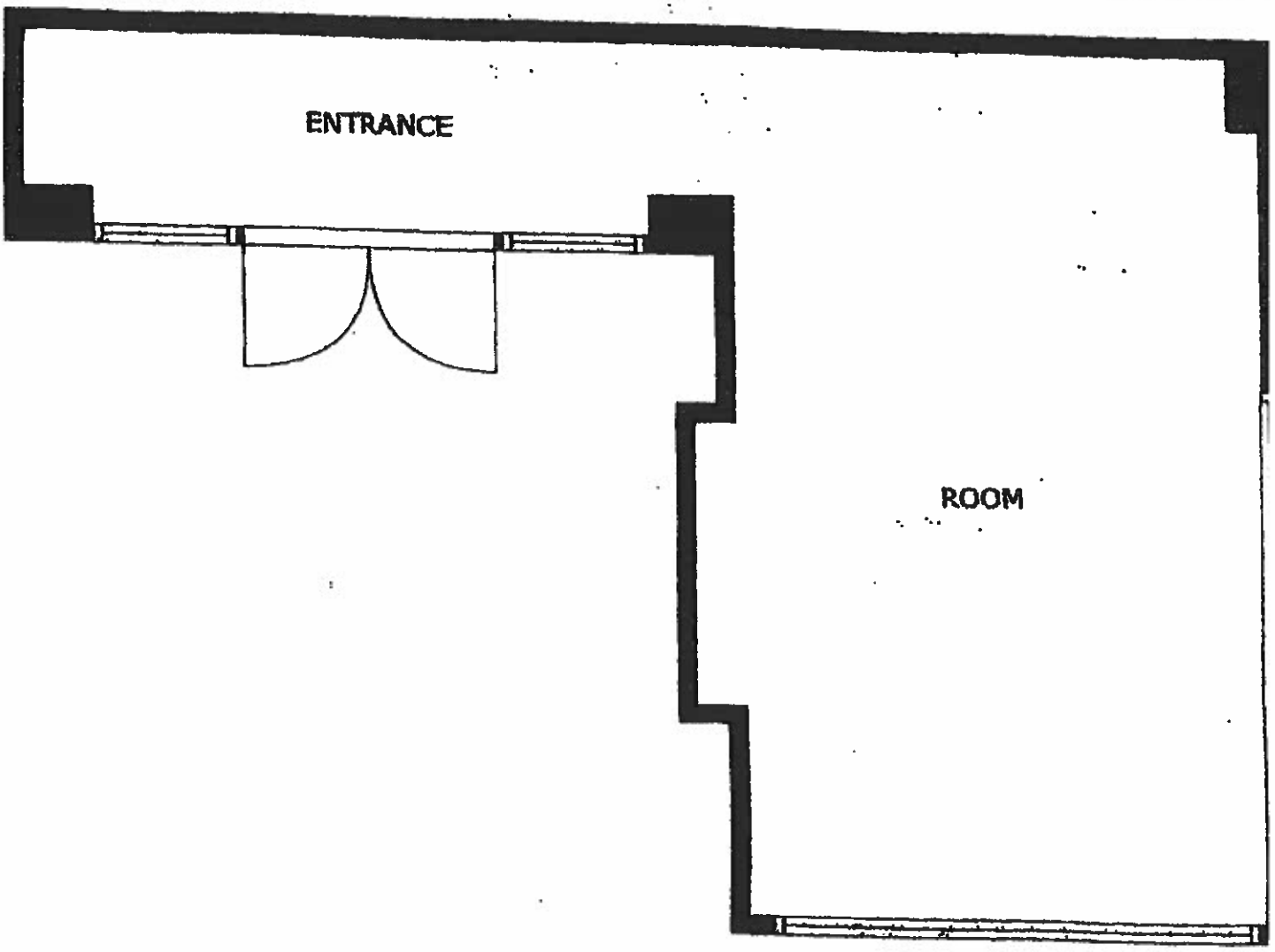



ORIGIN
RESIDENCES • BAY HARBOR
by artefacto

# Exhibit C

Lease Floor Plan

## FLOOR PLAN



# Exhibit C

Affidavit of German Rojas

**AFFIDAVIT OF GERMAN ROJAS**
**IN SUPPORT OF MITIGATION OF FINE**

Before me, the undersigned authority, personally appeared German Rojas, who was sworn and says:

1. My name is German Rojas.

2. I am over the age of 18, competent to testify, and I make this Affidavit based on my personal knowledge regarding the facts related to the imposition of a fine for the alleged operation of a sales office located at 1170 Kane Concourse, Suite 101, Bay Harbor Islands, FL 33154.

3. I am a licensed realtor affiliated with Cervera Real Estate, Inc.

4. I have never operated, managed, supervised, or participated in the operation of the sales office at 1170 Kane Concourse, Suite 101, nor have I ever directed or authorized any activity at that location.

5. I have never been responsible for obtaining permits, authorizations, or approvals for the operation of the sales center, nor was I aware of any lapse in such authorizations

6. Upon my information and belief, the sales center located at the above-referenced address is operated by Bay Harbour Investment, Inc.

7. I am not, and have never been, affiliated with Bay Harbour Investment, Inc., nor with any of its shareholders, officers, employees, affiliates, or subsidiaries.

8. I am not, and have never been, an agent, employee, representative, or contractor of Bay Harbour Investment, Inc. Accordingly, I do not have, and have never had, authority to speak on behalf of, act for, or legally bind Bay Harbour Investment, Inc. in any capacity.

9. My relationship with Bay Harbour Investment, Inc. is limited solely to serving as a realtor representing certain purchasers of units in the building located at 9740 and 9760 West Bay

Harbor Drive, Bay Harbor Islands, FL 33154, which was developed by Bay Harbour Investment, Inc.

10. Any presence I may have had at the sales office was solely in my capacity as a realtor meeting prospective purchasers, and not as a representative of Bay Harbour Investment, Inc.

**FURTHER AFFIANT SAYETH NAUGHT.**

By: _____
Name: German Rojas

**SWORN TO AND SUBSCRIBED** before me by means of [X] physical presence or [_] online notarization this 1 day of December 2025 by German Rojas. Such individual is personally known to me [_] or has produced DL # R260 526-98-9000-0 as identification [_].

_____
Notary Public

Aliuska Gonzalez
Printed Name of Notary

ALIUSKA GONZALEZ
Notary Public
State of Florida
Comm# HH656085
Expires 5/12/2029

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 14.2
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution amending and restating of Resolution No. 2107 - Impact Resistant Window and Door Permit Fee Waiver. Town Manager

---

**Suggested Action:** – Approve the resolution amending and restating Resolution No. 2107, subject to review and approval as to legal form and sufficiency by the Town Attorney.

**Description/Background – PURPOSE**

To present an amended and restated Resolution No. 2107 continuing the Town building permit-fee waiver for qualifying impact-resistant window and exterior door replacements in existing single-family and multifamily residential buildings, without an application-date restriction or sunset period.

**1. ORIGINAL RESOLUTION NO. 2107 (NOVEMBER 14, 2016)**

Resolution No. 2107 waived building permit fees for existing property owners replacing windows and doors with hurricane impact-resistant products. It applied only to existing structures and expressly excluded new construction. It stated that permit applications must be received starting December 1, 2015 and directed the Town Manager to advertise the incentive in the Town newsletter. Importantly, the original resolution did not contain a sunset date or expiration provision.

**2. PROPOSED REPEAL RESOLUTION (OCTOBER 2026)**

The proposed resolution would have repealed Resolution No. 2107 in its entirety, ended the associated waiver, and required applicable permit fees for applications submitted on or after the repeal resolution's effective date, unless another exemption applied. The document was drafted with an October 14, 2026 adoption line; the provided copy does not establish that it was adopted.

**3. COUNCIL DIRECTION AT INITIAL CONSIDERATION**

As reported by the Building Official, the Council elected not to repeal the incentive. Instead,

Council directed that the program be continued and clarified to apply indefinitely, without submission-date restrictions, for owners of existing single-family and multifamily residential buildings replacing windows and/or doors with hurricane impact-resistant products. New construction would remain excluded. This summary of Council direction is based on staff's account and should be reconciled with the official meeting minutes before publication.

**4. PROPOSED REVISION**

The attached resolution amends and restates Resolution No. 2107 rather than repealing it. It expressly covers existing single-family and multifamily residential buildings; excludes new construction; removes any qualifying application-submission window; establishes no sunset; limits the waiver to Town building permit fees for qualifying replacement work; and preserves permitting, plan review, inspections, and code compliance.

**5. FISCAL AND ADMINISTRATIVE CONSIDERATIONS**

The proposal would continue to forgo Town building permit-fee revenue for eligible replacements. The amount of foregone revenue has not been quantified in the materials provided. Finance and the Town Attorney should review the proposed waiver against applicable fee-funding restrictions, the current fee schedule, and any administrative requirements before adoption. Staff should establish procedures for mixed-scope permits and fee accounting.

Revised_Resolution_2107_Window_Door_Fee_Waiver.docx

**RESOLUTION NO. _____**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING AND RESTATING RESOLUTION NO. 2107 TO PROVIDE AN ONGOING WAIVER OF TOWN BUILDING PERMIT FEES FOR THE REPLACEMENT OF WINDOWS AND DOORS WITH HURRICANE IMPACT-RESISTANT PRODUCTS IN EXISTING SINGLE-FAMILY AND MULTIFAMILY RESIDENTIAL BUILDINGS; EXCLUDING NEW CONSTRUCTION; PROVIDING FOR IMPLEMENTATION, CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.**

**WHEREAS**, on November 14, 2016, the Town Council adopted Resolution No. 2107 to encourage existing property owners to replace windows and doors with hurricane impact-resistant products by waiving building permit fees; and

**WHEREAS**, Resolution No. 2107 limited the incentive to existing structures, excluded new construction, and specified a December 1, 2015 application commencement date, but did not establish an expiration date; and

**WHEREAS**, a resolution proposing repeal of Resolution No. 2107 was presented for Council consideration, and the Council instead expressed its desire to continue and clarify the incentive program; and

**WHEREAS**, the Town Council desires to make the incentive available on an ongoing basis, without a sunset date or qualifying application-submission window, to existing single-family and multifamily residential buildings seeking to replace windows or doors with hurricane impact-resistant products; and

**WHEREAS**, the Town Council finds that encouraging such improvements advances hurricane preparedness and the health, safety, and welfare of Town residents; and

**WHEREAS**, the Town Council intends to waive only Town building permit fees for qualifying replacement work, without waiving permit requirements, applicable technical standards, inspections, or fees charged by other agencies;

**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 herein.

**Section 2. Amendment and Restatement of Resolution No. 2107.** Resolution No. 2107 is hereby amended and restated in its entirety to provide as follows:

**A. Eligible properties.** The Town shall waive Town building permit fees for qualifying replacement of existing windows and/or exterior doors with hurricane impact-resistant windows and/or doors in existing single-family and multifamily residential buildings located within the Town. Eligible multifamily residential buildings include condominium and apartment buildings. Eligibility shall not depend on the date the existing building was constructed or the date an otherwise qualifying permit application is submitted.

**B. New construction excluded.** The waiver does not apply to new construction, including the initial installation of windows or doors in newly constructed single-family or multifamily buildings. The waiver applies only to qualifying replacement work in existing residential buildings.

**C. Continuing program.** The waiver shall remain in effect on an ongoing basis without an application-submission window, expiration date, or sunset provision, unless and until amended or repealed by subsequent Town Council action.

**D. Scope of waiver.** The waiver applies solely to Town building permit fees attributable to qualifying window and/or exterior door replacement work. It does not waive permit fees for unrelated work included in the same application, charges imposed by other governmental agencies, or any fee the Town is prohibited by law from waiving. Where an application includes qualifying and nonqualifying work, the Building Official shall determine the applicable fee allocation in accordance with the Town fee schedule and administrative procedures.

**E. Permitting and code compliance.** All qualifying work remains subject to applicable permit applications, plan review, product approvals, inspections, and the Florida Building Code, including applicable High-Velocity Hurricane Zone requirements. The waiver does not constitute approval of any product, installation, or construction work.

**Section 3. Implementation.** The Town Manager and Building Official are authorized and directed to implement this Resolution, update administrative fee-waiver procedures, and inform the public of the ongoing program, subject to applicable law.

**Section 4. Conflicts.** All resolutions or portions thereof in conflict with this Resolution are superseded to the extent of such conflict.

**Section 5. Severability.** If any provision of this Resolution is held invalid, the remaining provisions shall remain in effect to the extent permitted by law.

**Section 6. Effective Date.** This Resolution shall become effective immediately upon adoption and shall apply to qualifying permit applications submitted on or after its effective date. This Resolution does not require refunds of fees previously paid.

**PASSED AND ADOPTED 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
FOR THE USE AND BENEFIT OF THE TOWN ONLY:

_____
McCarter & English, LLP
Tania Cruz-Gimenez, Esq.
Town Attorney

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 15.1
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**Subject:** Consideration and Approval of the Regular Town Council Meeting dates for the 2027 calendar year. Town Manager

---

**Suggested Action:** – Staff recommends that the Town Council review and approve the proposed schedule of Regular Town Council Meetings for the 2027 calendar year. (See attached).

**Background/Analysis:** – Pursuant to the Town's standard practice, the Town Council establishes its regular meeting dates on an annual basis to provide consistency and allow adequate public notice. Approval of the calendar ensures that both Council members and the public can plan accordingly for meetings throughout the year.

**Budget Impact:** – N/A
2027 Town Council Meeting Calendar.pdf

**REGULAR TOWN COUNCIL MEETING DATES**
**2027 MEETING DATES**

**Second Wednesday of the Month**
***(except for the months of July and December)**

| Deadline for Town Staff to Enter Agenda Items | Deadline for Town Council to Enter Agenda Items | Council Meeting Dates |
|---|---|---|
| Monday, December 21, 2026 | Wednesday, December 23, 2026 | Wednesday, January 13, 2027 |
| Wednesday, January 20, 2027 | Friday, January 22, 2027 | Wednesday, February 10, 2027 |
| Wednesday, February 17, 2027 | Friday, February 19, 2027 | Wednesday, March 10, 2027 |
| Wednesday, March 24, 2027 | Friday, March 26, 2027 | Wednesday, April 14, 2027 |
| Wednesday, April 21, 2027 | Friday, April 23, 2027 | Wednesday, May 12, 2027 |
| Wednesday, May 19, 2027 | Friday, May 21, 2027 | Wednesday, June 9, 2027 |
| Wednesday, July 21, 2027 | Friday, July 23, 2027 | ***Tuesday, August 10, 2027 |
| Wednesday, August 18, 2027 | Friday, August 20, 2027 | Wednesday, September 8, 2027 |
| Wednesday, September 22, 2027 | Friday, September 24, 2027 | Wednesday, October 13, 2027 |
| Wednesday, October 20, 2027 | Friday, October 22, 2027 | Wednesday, November 10, 2027 |

* Purim – March 22-23, 2027
* Ta'anit Esther – March 22, 2027
* Shushan Purim – March 24, 2027
* Passover – April 21 – 29, 2027
* Shavuot – June 10-12, 2027
*** First Day of School is August 12, 2027***
* Rosh Hashanah – October 1-3, 2027
* Yom Kippur – October 10-11, 2027
* Sukkot – October 15-22, 2027
* Shemini Atzeret & Simchat Torah – October 22-24, 2027
* Veteran's Day – November 11, 2027

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 15.2
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**Subject:** Red Speed Annual Report.

---

**Background/Analysis:** – A county or municipality that operates one or more school zone speed detection systems must annually report the results of all systems within the county's or municipality's jurisdiction by placing the report required under s.316.1896(16)(a) as a single reporting item on the agenda of a regular or special meeting of the county's or municipality's governing body. Before a county or municipality contracts or renews a contract to place or install a speed detection system in a school zone pursuant to s.316.008(9), the county or municipality must approve the contract or contract renewal at a regular or special meeting of the county's or municipality's governing body.

1. Interested members of the public must be allowed to comment regarding the report, contract, or contract renewal under the county's or municipality's public comment policies or formats, and the report, contract, or contract renewal may not be considered as part of a consent agenda.

**Budget Impact:** – N/A
Current Violation Status by Location_20261026152530.pdf

RedSpeed® Florida,LLC

CURRENT VIOLATION STATUS BY LOCATION (based on violation date)

**Date: 07/01/2025 - 06/30/2026**

| LOCATION | NOV ISSUED | NOV | DISMISSED | UTC ELIGIBLE | UTC | REQUEST HEARING | HEARING | FINAL ADMIN ORDER | DISMISSED AFTER HEARING | PAID |
|---|---|---|---|---|---|---|---|---|---|---|
| 1100 Blk EB 96th Street @ Ruth K. Broad Bay Harbor K-8 Center, Bay Harbor Islands | 1,004 | 0 | 9 | 271 | 34 | 1 | 1 | 1 | 2 | 685 |
| 1100 Blk WB 96th Street @ Ruth K. Broad Bay Harbor K-8 Center, Bay Harbor Islands | 4,710 | 2 | 37 | 1,161 | 228 | 0 | 4 | 6 | 0 | 3,272 |
| | **5,714** | **2** | **46** | **1,432** | **262** | **1** | **5** | **7** | **2** | **3,957** |

This report reflects the current violation status based on the violation dates selected.

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 15.3
**Date:** November 16, 2026
**From:** Lindsley Noel, MAcc., Town Manager
**To:** Mayor and Town Council Members
**Subject:**

Discuss and approve 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 replacement bridges for Indian Creek and Bay Harbor Waterway. Town Manager

---

**Description/Background** –

**1.0 Preamble**

The Indian Creek bridge (built in 1963) and Bay Harbor Waterway bridge (built in 1958) are both rated as structurally deficient by FDOT. “Structurally deficient” refers to any bridge that has any component rated in Poor Condition (NBI<4) or worse according to the National Bridge Inventory (NBI) condition rating system. The 2025 ratings for both bridges are illustrated below:

Bay Harbor Waterway Bridge (Bridge # 875102)

| | |
|---|---|
| Deck | 4-Poor |
| Superstructure | 4-Poor |
| Substructure | 7-Good |

Indian Creek Bridge (Bridge # 875103)

| | |
|---|---|
| Deck | 4-Poor |

Superstructure 4-Poor

Substructure 6-Good

Both bridges have been rated “Poor” because of unsatisfactory decks and superstructures. However, the substructure of both bridges is in good condition.

This is a Local Agency Program (LAP) project and grant funds in the amount of $1.275M have been secured for the designs of both bridges. The design and construction costs of both bridges are further discussed in section 6.0.

## 2.0 Introduction

The Request for Qualifications (RFQ) from suitably qualified Bridge Engineering Firms was advertised on April 26, 2026, and a copy of the advertisement is attached in Exhibit 1. Responses were initially due on June 16, 2026, but the date was extended to June 22, 2026.

Responses were received from the four firms listed in Table 1.

An evaluation committee was created and comprised of four staff members viz. Randy Stokes - Public Works Director, Sam Zamacona - Capital Improvements Projects Director, Gerald (Tony) Bryan - Finance Director, and Randy L. Daniel, Town Engineer/Floodplain Administrator.

## 3.0 Evaluation of Responses

The first Evaluation Committee meeting was held on September 15, 2026, in rooms 2 and 3 in the Community Center and was attended by all firms who submitted responses. The meeting was also open to members of the public.

The purpose of this meeting was to collate the scores of the four committee members and determine the initial ranking of the firms.

The RFQ process required shortlisting firms for presentations but because only four firms responded, this requirement was waived and all four firms were required to present before the Evaluation Committee. Presentations were scheduled for 28 September 2026, at the same venue as the first meeting. Upon conclusion of the presentations, committee members reconsidered their initial rankings and reconvened on 30 September to deliver their final rankings of the four firms.

The scores submitted by the committee members and the final rankings are presented in Exhibit 2.

## 4.0 Final Rankings of the Firms

The final ranking of the firms is shown below.

| No. | Firm that responded to RFQ | Ranking |
|---|---|---|
| 1 | WSP USA Inc. | 3 |
| 2 | EAC Consulting Inc. | 1 |
| 3 | Kimley Horn and Associates, Inc. | 2 |
| 4 | HBC Engineering Company | 4 |

## 5.0 Discussion

The top-ranked firm was EAC Consulting Inc. (EAC) followed by Kimley Horn and Associates, Inc.

One committee member indicated concern about awarding a 2nd bridge design project to EAC after they had recently been awarded the Sheppard Broad ICWW Bridge design project. F.S. 287.09451. provides directions on the volume of work previously awarded to each firm with the objective of ensuring an equitable distribution of contracts among qualified firms whilst providing that such distribution does not violate the principle of selection of the most highly qualified firm.

Approval is sought to negotiate a design fee with EAC. Once the negotiations are successful, staff will come back before Council to seek approval to award a contract to EAC in the amount that was negotiated.

If the negotiations with EAC are unsuccessful, staff will move to the second-ranked Consultant Kimley Horn and Associates, Inc., to negotiate a design contract. If these negotiations are also unsuccessful, negotiations will advance to the next ranked consultant and the last ranked consultant, if all other negotiations are unsuccessful.

## 6.0 Design and Construction Costs

6.1 Bay Harbor Waterway Bridge

The estimated cost of designing the replacement bridge is $700,693. Federal funds up to a maximum of $525,520 are available, and the Town will need to finance the estimated balance of $175,173.

The total estimated construction cost is $7,355,299, and at this time there are no grants that have been secured to construct the new bridge.

6.2 Indian Creek Bridge

The estimated cost of designing the replacement Indian Creek bridge is $1,551,269. Federal funds up to a maximum of $750,000 are available, and the Town will need to finance the estimated balance of $801,269.

The total estimated construction cost is $16,283,928 and at this time there are no grants that have been secured to construct this new bridge.

The town needs to finance a total amount of $976,442 for designs and a total amount of $23,639,227 for construction of both bridges.

INDIAN CREEK AND WATERWAY BRIDGE DESIGNS.pdf
EXHIBIT 1 PUBLIC ADVERSTISEMENT.pdf
EXHIBIT 2 COMMITTEE EVALUATION SCORES & FINAL RANKING.pdf
BHI Bridge Design RFQ Ranking Resolution Item 15.3.docx

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

**TOWN COUNCIL**

Isaac Salver
Mayor

Stephanie Bruder
Vice Mayor

Robert Yaffe
Council Member

Joshua D. Fuller
Council Member

Molly Diallo
Council Member

Eric Rappaport
Council Member

Elchonon Shagalov
Council Member

**TOWN OFFICIALS**

Lindsley Noel
Town Manager

Evelyn Herbello
Town Clerk

# MEMORANDUM

**TO:** Mayor and Town Council Members

**THRU:** Lindsley Noel, MAcc., Town Manager

**FROM:** Randy L. Daniel, P.E., PMP, CFM, Town Engineer / Floodplain Administrator

**CC:** Gerald (Tony) Bryan, Finance Director

Sam Zamacona, E.I., Capital Improvement Program Director

Fausto Vargas Reyes, Procurement Officer

**DATE:** November 12, 2026

**SUBJECT:** Discuss and approve 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 replacement bridges for Indian Creek and Bay Harbor Waterway

## 1.0 Preamble

The Indian Creek bridge (built in 1963) and Bay Harbor Waterway bridge (built in 1958) are both rated as structurally deficient by FDOT. "Structurally deficient" refers to any bridge that has any component rated in Poor Condition (NBI<4) or worse according to the National Bridge Inventory (NBI) condition rating system. The 2025 ratings for both bridges are illustrated below:

Bay Harbor Waterway Bridge (Bridge # 875102)

| | |
|---|---|
| Deck | 4-Poor |
| Superstructure | 4-Poor |
| Substructure | 7-Good |

Indian Creek Bridge (Bridge # 875103)

| | |
|---|---|
| Deck | 4-Poor |
| Superstructure | 4-Poor |
| Substructure | 6-Good |

Both bridges have been rated "Poor" because of unsatisfactory decks and superstructures. However, the substructure of both bridges is in good condition.

This is a Local Agency Program (LAP) project and grant funds in the amount of $1.275M have been secured for the designs of both bridges. The design and construction costs of both bridges are further discussed in section 6.0.

## 2.0 Introduction

The Request for Qualifications (RFQ) from suitably qualified Bridge Engineering Firms was advertised on April 26, 2026, and a copy of the advertisement is attached in Exhibit 1. Responses were initially due on June 16, 2026, but the date was extended to June 22, 2026.

Responses were received from the four firms listed in Table 1.

An evaluation committee was created and comprised of four staff members viz. Randy Stokes - Public Works Director, Sam Zamacona - Capital Improvements Projects Director, Gerald (Tony) Bryan - Finance Director, and Randy L. Daniel, Town Engineer/Floodplain Administrator.

## 3.0 Evaluation of Responses

The first Evaluation Committee meeting was held on September 15, 2026, in rooms 2 and 3 in the Community Center and was attended by all firms who submitted responses. The meeting was also open to members of the public.

The purpose of this meeting was to collate the scores of the four committee members and determine the initial ranking of the firms.

The RFQ process required shortlisting firms for presentations but because only four firms responded, this requirement was waived and all four firms were required to present before the Evaluation Committee. Presentations were scheduled for 28 September 2026, at the same venue as the first meeting. Upon conclusion of the presentations, committee members reconsidered their initial rankings and reconvened on 30 September to deliver their final rankings of the four firms.

The scores submitted by the committee members and the final rankings are presented in Exhibit 2.

## 4.0 Final Rankings of the Firms

The final ranking of the firms is shown in Table 1.

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| 1 | WSP USA Inc. | 3 |
| 2 | EAC Consulting Inc. | 1 |
| 3 | Kimley Horn and Associates, Inc. | 2 |
| 4 | HBC Engineering Company | 4 |

Table 1 Final Ranking of Consultants

## 5.0 Discussion

The top-ranked firm was EAC Consulting Inc. (EAC) followed by Kimley Horn and Associates, Inc.

One committee member indicated concern about awarding a 2nd bridge design project to EAC after they had recently been awarded the Sheppard Broad ICWW Bridge design project. F.S. 287.09451. provides directions on the volume of work previously awarded to each firm with the objective of ensuring an equitable distribution of contracts among qualified firms whilst providing that such distribution does not violate the principle of selection of the most highly qualified firm.

Approval is sought to negotiate a design fee with EAC. Once the negotiations are successful, staff will come back before Council to seek approval to award a contract to EAC in the amount that was negotiated.

If the negotiations with EAC are unsuccessful, staff will move to the second-ranked Consultant Kimley Horn and Associates, Inc., to negotiate a design contract. If these negotiations are also unsuccessful, negotiations will advance to the next ranked consultant and the last ranked consultant, if all other negotiations are unsuccessful.

## 6.0 Design and Construction Costs

### 6.1 Bay Harbor Waterway Bridge

The estimated cost of designing the replacement bridge is $700,693. Federal funds up to a maximum of $525,520 are available, and the Town will need to finance the estimated balance of $175,173.

The total estimated construction cost is $7,355,299, and at this time there are no grants that have been secured to construct the new bridge.

### 6.2 Indian Creek Bridge

The estimated cost of designing the replacement Indian Creek bridge is $1,551,269. Federal funds up to a maximum of $750,000 are available, and the Town will need to finance the estimated balance of $801,269.

The total estimated construction cost is $16,283,928 and at this time there are no grants that have been secured to construct this new bridge.

The town needs to finance a total amount of $976,442 for designs and a total amount of $23,639,227 for construction of both bridges.

## 7.0 Financial Impact

There is no financial impact that will result from approving the recommended ranking of consultants.

## 8.0 Recommendations

Approve the final rankings of the Firms as established by the evaluation committee.

Approve negotiations with EAC consultants Inc. as the top-ranked Bridge Design Engineering Firm and permit staff to commence negotiations with them to establish a design fee.

Approve negotiations with the other firms in the order of their rankings, if negotiations with the previously ranked firm are unsuccessful.

**TOWN OF BAY HARBOR ISLANDS**

**Bridge Replacement Projects BC-162-165**
**FM 453019-1-38-01 – NE 96th Street Bridge over Bay Harbor Waterway**
**And**
**FM 453040-1-38-01 – Kane Concourse (SR 922) Bridge over Indian Creek**

**RFQ No 5-1031-PW-0-2026/FVR**

The Town of Bay Harbor Islands ("Town") is requesting Statements of Qualifications (SOQs) from qualified, experienced, and properly licensed professional engineering consulting firms to provide comprehensive design and construction-support services for the replacement of two existing bridges as part of the Town's Bridge Replacement Program:

- FM 453019-1-38-01 – NE 96th Street over Bay Harbor Waterway Bridge
- FM 453040-1-38-01 – Kane Concourse (SR 922) over Indian Creek Bridge

The selected Consultant shall furnish all expertise, personnel, and resources necessary to perform professional services for the planning, design, permitting, bidding, and construction phases of both bridge replacement projects, in accordance with all applicable Federal, State, and Local regulations.

Consultant(s) must be registered and licensed to practice engineering in the State of Florida, and must demonstrate substantial experience in major bridge design and construction projects of similar scope and complexity.

This solicitation will follow the Qualifications-Based Selection (QBS) process established by the Consultants' Competitive Negotiation Act (CCNA), Florida Statutes § 287.055. No pricing information shall be requested or considered until negotiations commence with the top-ranked firm.

The complete RFQ Packet may be downloaded and printed as required from the Town's Website at www.bayharborislands-fl.gov. or Demandstar.com. Inquiries regarding this RFQ may be e-mailed to Fausto Vargas, Procurement Officer/Controller at fvargasreyes@bayharborislands-fl.gov.

All submittals shall be clearly marked:

**Bridge Replacement Projects BC-162-165**
**FM 453019-1-38-01 – NE 96th Street Bridge over Bay Harbor Waterway**
**And**
**FM 453040-1-38-01 – Kane Concourse (SR 922) Bridge over Indian Creek**

**Attention: Office of the Town Clerk**

**RFQ No 5-1031-PW-0-2026/FVR**

**1030 95th Street**

**Town Of Bay Harbor Islands, FL 33154**

**All Statements of Qualifications (SOQs) must be submitted in sealed envelopes to the Town Clerk on or before June 16, 2026**, at **3:00 p.m. local time**. Immediately thereafter, Submittals will be received and reviewed in accordance with the RFQ requirements. The Town assumes no responsibility for Submittals not properly marked. **Any Submittal received after the Submittal Deadline will not be accepted.** The Town's normal business hours are Monday through Friday, 9:00 a.m. through 5:00p.m. excluding holidays observed by the Town.

The Town reserves the right to reject any or all Submittals and to waive informalities, except timely submission of Submittals, in any Submittals received, to re-advertise for Submittals or to take any other such actions that may be deemed in the best interests of the Town.

The Town hereby provides notice to all proposers of the imposition of a Cone of Silence for this solicitation, as set forth in Section 2-1.4 of the Town Code. "Cone of Silence," as used herein, means a prohibition on communication regarding a competitive bid or solicitation including, but not limited to, a particular Request for Qualifications ("RFQ") between (1) A potential respondent, vendor, service provider, proposer, bidder, lobbyist, or consultant, and (2) Town Council Members, Town's staff including, but not limited to, the Town Manager and his or her staff, and any member of the Town's selection or evaluation committee.

Town of Bay Harbor Islands, Florida
Evelyn Herbello, Town Clerk

RFQ EVALUATION COMMITTEE TABULATION - INITIAL RANKING

RFQ# RFQ-5-1031-PW-0-2025/FVR
TITLE: Concourse (SR 922) Bridge over Indian Creek Bay Harbor Waterway
DATE: 9/15/2026

Rater #1 - Randy Daniel

| | Qualifications of firm | | | Qualification of Project Team | | | Approach to Scope of Work | | | Previous Similar Projects; References | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PROPOSING FIRM | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | **Total Points Awarded** |
| EAC Consulting Inc | 0.20 | 2 | 0.40 | 0.20 | 1 | 0.20 | 0.35 | 2 | 0.70 | 0.25 | 1 | 0.25 | **1.55** |
| HBC Engineering Company | 0.20 | 4 | 0.80 | 0.20 | 4 | 0.80 | 0.35 | 4 | 1.40 | 0.25 | 4 | 1.00 | **4.00** |
| Kimley-Horn and Associates, Inc. | 0.20 | 1 | 0.20 | 0.20 | 2 | 0.40 | 0.35 | 1 | 0.35 | 0.25 | 3 | 0.75 | **1.70** |
| WSP USA INC | 0.20 | 3 | 0.60 | 0.20 | 3 | 0.60 | 0.35 | 3 | 1.05 | 0.25 | 2 | 0.50 | **2.75** |

Rater #2 - Randy Stokes

| | Qualifications of firm | | | Qualification of Project Team | | | Approach to Scope of Work | | | Previous Similar Projects; References | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PROPOSING FIRM | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | **Total Points Awarded** |
| EAC Consulting Inc | 0.20 | 1 | 0.20 | 0.20 | 2 | 0.40 | 0.35 | 2 | 0.70 | 0.25 | 2 | 0.50 | **1.80** |
| HBC Engineering Company | 0.20 | 3 | 0.60 | 0.20 | 4 | 0.80 | 0.35 | 3 | 1.05 | 0.25 | 3 | 0.75 | **3.20** |
| Kimley-Horn and Associates, Inc. | 0.20 | 2 | 0.40 | 0.20 | 1 | 0.20 | 0.35 | 1 | 0.35 | 0.25 | 1 | 0.25 | **1.20** |
| WSP USA INC | 0.20 | 4 | 0.80 | 0.20 | 3 | 0.60 | 0.35 | 4 | 1.40 | 0.25 | 4 | 1.00 | **3.80** |

Rater #3 - Sam Zamacona

| | Qualifications of firm | | | Qualification of Project Team | | | Approach to Scope of Work | | | Previous Similar Projects; References | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PROPOSING FIRM | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | **Total Points Awarded** |
| EAC Consulting Inc | 0.20 | 2 | 0.40 | 0.20 | 2 | 0.40 | 0.35 | 2 | 0.70 | 0.25 | 2 | 0.50 | **2.00** |
| HBC Engineering Company | 0.20 | 4 | 0.80 | 0.20 | 4 | 0.80 | 0.35 | 4 | 1.40 | 0.25 | 4 | 1.00 | **4.00** |
| Kimley-Horn and Associates, Inc. | 0.20 | 1 | 0.20 | 0.20 | 1 | 0.20 | 0.35 | 1 | 0.35 | 0.25 | 1 | 0.25 | **1.00** |
| WSP USA INC | 0.20 | 3 | 0.60 | 0.20 | 3 | 0.60 | 0.35 | 3 | 1.05 | 0.25 | 3 | 0.75 | **3.00** |

| | Rater #4 - Tony Brian | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Qualifications of firm | | | Qualification of Project Team | | | Approach to Scope of Work | | | Previous Similar Projects; References | | | | | | |
| PROPOSING FIRM | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | Weight Factor | Ranking | Point Subtotal | **Total Points Awarded** | **Average Points Awarded** | **Total Combined Points** | **FINAL RANKING** |
| EAC Consulting Inc | 0.20 | 1 | 0.20 | 0.20 | 1 | 0.20 | 0.35 | 1 | 0.35 | 0.25 | 1 | 0.25 | **1.00** | 1.59 | 6.35 | 1 |
| HBC Engineering Company | 0.20 | 4 | 0.80 | 0.20 | 4 | 0.80 | 0.35 | 4 | 1.40 | 0.25 | 4 | 1.00 | **4.00** | 3.80 | 15.20 | 4 |
| Kimley-Horn and Associates, Inc. | 0.20 | 3 | 0.60 | 0.20 | 3 | 0.60 | 0.35 | 3 | 1.05 | 0.25 | 3 | 0.75 | **3.00** | 1.73 | 6.90 | 2 |
| WSP USA INC | 0.20 | 2 | 0.40 | 0.20 | 2 | 0.40 | 0.35 | 2 | 0.70 | 0.25 | 2 | 0.50 | **2.00** | 2.89 | 11.55 | 3 |

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**
**RESOLUTION NO. 2026-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING THE FINAL RANKINGS OF FIRMS RESPONDING TO RFQ NO. 5-1030-PW-0-2025/FVR FOR BRIDGE DESIGN SERVICES; AUTHORIZING NEGOTIATIONS WITH EAC CONSULTING, INC., AS THE TOP-RANKED FIRM, AND WITH LOWER-RANKED FIRMS AS REQUIRED; AUTHORIZING THE DEVELOPMENT OF A DESIGN FEE FOR THE REPLACEMENT OF THE INDIAN CREEK AND BAY HARBOR WATERWAY BRIDGES; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Town has determined that the Indian Creek Bridge and Bay Harbor Waterway Bridge are in need of replacement and has secured grant funding for the bridge design phase; and

**WHEREAS,** The Town issued RFQ No. 5-1030-PW-0-2025/FVR seeking qualifications from bridge engineering firms to provide professional design services; and

**WHEREAS,** The Town received responses from WSP USA Inc., EAC Consulting Inc., Kimley-Horn and Associates, Inc., and HBC Engineering Company; and

**WHEREAS,** The Evaluation Committee reviewed the submissions, conducted public presentations, and established final rankings of the responding firms; and

**WHEREAS,** The final rankings were: EAC Consulting Inc. (1), Kimley-Horn and Associates, Inc. (2), WSP USA Inc. (3), and HBC Engineering Company (4); and

**WHEREAS,** The Town Council finds that approval of the rankings and authorization to negotiate with the most highly qualified firm is in the best interest of the Town; and

**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 herein.

**SECTION 2. Approval of Rankings.** The Town Council approves the final rankings of the firms responding to RFQ No. 5-1030-PW-0-2025/FVR.

**SECTION 3. Authorization to Negotiate.** The Town Manager is authorized to negotiate a professional services agreement and design fee with EAC Consulting Inc. for replacement bridge design services.

**SECTION 4. Subsequent Negotiations.** If negotiations with EAC Consulting Inc. are unsuccessful, the Town Manager is authorized to negotiate with Kimley-Horn and Associates, Inc., and thereafter with the remaining ranked firms in order.

**SECTION 5. Implementation.** Town officials are authorized to take all actions necessary to implement this Resolution.

**SECTION 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Bay Harbor Islands, Florida, on _____, 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 | _____ |

**TOWN OF BAY HARBOR ISLANDS**

By:_____
Issac Salver
Mayor

**ATTEST:**

_____
Evelyn Herbello, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
McCarter & English LLP
Tania Cruz-Gimenez
Town Attorney

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 15.4
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution entering into a Professional Services Agreement with Raftelis Financial Consultants, Inc. for Building Department Fee Study. Town Manager

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**Suggested Action:** – Staff recommends that the Town Council approve the proposal submitted by Raftelis Financial Consultants, Inc. to conduct a comprehensive Building Department Fee Study, in an amount not to exceed $80,000, and authorize the Town Manager to execute the necessary agreement, subject to review and approval by the Town Attorney.

**Description/Background – BACKGROUND**

The Town's Building Department administers and enforces applicable building codes, reviews construction plans, issues permits, and conducts inspections. Building permit and inspection fees are intended to recover the reasonable costs of these services. Periodic evaluation helps ensure that fees remain aligned with operating costs and applicable Florida law.

Recent legislative changes, including House Bill 803 and Senate Bill 1614, warrant a review of permit and inspection charges, private provider fee reductions, and building department revenues and reserves. Staff obtained a proposal from Raftelis Financial Consultants, Inc. to perform this evaluation.

**PROPOSED SCOPE OF SERVICES**

1. Financial Data Review: Evaluate expenditures, revenues, staffing, operating costs, and historical permitting activity.
2. Cost Allocation Analysis: Determine costs attributable to plan review, permitting, inspections, and related services.
3. Revenue Sufficiency Evaluation: Assess the relationship between existing fees and the costs of services provided.
4. Reserve Analysis: Review historical financial activity, reserve balances, and applicable statutory carry-forward limitations.
5. Fee Schedule Development: Propose a five-year fee framework, separate inspection charges from permit fees, and analyze private provider fee reductions.

6. Final Report and Presentation: Document the methodology and findings and present recommendations to the Town Council.

**FISCAL IMPACT**

The proposed project budget is $80,000. Raftelis will bill monthly for actual hours worked and eligible direct expenses, rather than a lump sum; unused budget amounts will not be invoiced. Funding is proposed from available Building Department funds, subject to Finance confirming appropriation and eligibility under applicable restrictions on building permit revenues. Additional services beyond the approved scope would require separate written authorization.

**PROJECT SCHEDULE**

Raftelis anticipates providing a draft report or discussion memorandum within 150 days after notice to proceed, subject to timely availability of Town data and staff. The findings and proposed fee recommendations will return to the Town Council for consideration. Approval of this engagement does not itself adopt or amend any Town fees.

**CONCLUSION**

The study will provide an independent cost-based foundation for reviewing the Town's building permit and inspection fees and supporting responsible financial management. Staff respectfully recommends approval of the Raftelis proposal in an amount not to exceed $80,000.

Bay Harbor Islands 2026 Building Fee Proposal 10.29.26.pdf
1005 52_PO_0_2263001_0_US.pdf
BHI Raftelis Building Fee Study Resolution Item 15.4.docx

RAFTELIS

October 29, 2026

Mr. Alexander Garcia
Building Official
Town of Bay Harbor Islands
1045 95th Street
Bay Harbor Islands, FL 33154

Subject: Town of Bay Harbor Islands, Florida – **Proposed Work Authorization 2026 Building Department Fee Study**

Dear Mr. Garcia:

As requested and based on our conversations with Town of Bay Harbor Islands, Florida (the "Town"), Raftelis Financial Consultants, Inc. ("Raftelis") has prepared the following proposal to provide rate and financial consulting services (the "Proposal") on behalf of the Town. Specifically, we were requested assist the Town in the development of a cost allocation analysis and revenue sufficiency evaluation with respect to the imposition of building permit and inspection fees enforcing the building code of the Town (the "building permit fees") by the Building Department (the "Department") and to review the overall cost recovery of such fees in light of the requirements of HB 803 and SB 1614 as well as provisions of Sections 166.222, 553.791, and 553.80, Florida Statutes (the "Project"). With respect to the performance of the Project, Raftelis will rely on the Town staff as may be necessary to assist in the identification of activities and cost to provide services by the Town associated with the evaluation of costs to be recovered from the application of Building Department fees to new construction.

Based on our understanding of the Project, Raftelis proposes the following:

## TERMS AND CONDITIONS

This Proposal is prepared in accordance with the terms and conditions of the Utility Rate and Financial Consulting Services Agreement – Contract No. 35325.001 dated February 3, 2026, awarded pursuant to Request for Proposals (RFP) No. 24-25-217 MK, between the City of West Palm Beach and Raftelis Financial Consultants, Inc. (the “Piggyback Agreement”), which is attached to this Proposal for reference as Attachment D. The terms and conditions, including any provision for future adjustments, as contained in the Piggyback Agreement included in Attachment D, shall be in effect during the term of any agreement executed between the parties based on the provisions of this Proposal.

## PROJECT TEAM AND BILLING RATES

With respect to the performance of the Project, Mr. Thierry Boveri will serve as the Project Director, Mr. Chad Cowen will serve as the Project Manager for the engagement and will serve as primary contact between the Town and Raftelis, and Mr. Mark Tuma will serve as a Technical Advisor. Raftelis may utilize other employees or associates during the Project term as needed. Please see Attachment A for a summary of the personnel by title and billing rates for Raftelis staff (incorporated by reference and is included in the Agreement) that may be utilized during this engagement, which is made part of this Proposal.

## SCOPE OF SERVICES

The scope of services to be performed by Raftelis is included in Attachment B, which is made a part of this Proposal.

## COMPENSATION AND BILLING

Based on the scope of services as summarized in Attachment B, we propose to establish a contract budget to perform the Project on behalf of the Town in the amount of $80,000 which is summarized on Attachment C, which is made a part of this Proposal. This contract budget amount includes the direct cost of personnel anticipated to be assigned to conduct the various tasks of the Project by Raftelis as well as an allowance for other direct costs such as travel, telephone, delivery charges, and subconsulting expenses, if any. This cost estimate does not include any costs for the Project that may be attributable to the services to be provided by the Town's consulting engineers or any other consultants; it is not anticipated that any subconsultants will be required to assist Raftelis in the completion of the Project. To the extent that Raftelis determines that a portion of the Project would need to be performed by a subconsultant, Raftelis would notify the Town in writing for approval by the Town prior to the assignment of any Project responsibilities to such subconsultant by Raftelis.

The costs incurred by Raftelis for such other direct costs, if any, will be billed based on the actual cost to provide service or the standard unit rate as shown on Attachment A. It is proposed that Raftelis would bill monthly for services relative to this engagement based on the sum of: i) the hourly amount of time spent by the Project team members; ii) the other direct costs incurred to provide the financial consulting services; and iii) the subconsulting expenses incurred by Raftelis, if any, as required to assist in Project completion, as adjusted for administrative costs, if any, per Attachment A.

It should be noted that the proposed contract budget would be billed on an hourly basis predicated on the actual work effort performed by Raftelis and not on a lump-sum basis. To the extent that the Project was completed at a cost less than the contract budget, Raftelis would not invoice the Town for any amounts remaining (unbilled) on such contract except for the provision of any additional services, which the Town may request from Raftelis, as mutually agreed between all the parties.

## PROJECT SCHEDULE

Upon notification to proceed as provided to Raftelis by the Town, Raftelis plans to complete the Project and provide a draft letter report or discussion memorandum for consideration by the Town within one hundred fifty (150) days upon receipt of the notice to proceed from the Town. The completion of the analysis will be subject to the availability of information provided to Raftelis from the Town and the availability of key staff members to be interviewed as part of the data acquisition process that is necessary to conduct the cost identification and allocation and the development of the rates and fees for the Department on behalf of the Town.

## DISCLOSURE

As a registered Municipal Advisor under the Dodd-Frank Act (the "Act"), Raftelis is required to inform our clients of any existing or potential conflicts of interest that may be relevant to any proposed scope of services that may include providing "advice" as that term is defined in the Dodd-Frank Act. As of the date of this engagement letter, no conflicts of interest are known to exist. Under the Act the definition of "advice" includes providing any opinion, information or assumptions related to the size, timing and terms of possible future debt issues or borrowing. The scope of services included in this Proposal does not include, to the best of our knowledge, providing "advice" as defined in the Act. By signing this engagement letter indicating its approval and acceptance of the of the proposed scope of work and fees, the Town is also explicitly acknowledging that Raftelis has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services, if any, to be provided by Raftelis as part of this engagement.

**(Remainder of page intentionally left blank)**

If this Proposal is acceptable to the Town, please provide the necessary contractual documents, agreement, or purchase order that references or includes the terms of this Proposal between our two parties; the receipt of an executed contract or approving purchase order from the Town will serve as our notice to proceed on the Project.

We appreciate the opportunity to assist the Town on this Project and to continue providing rate and financial consulting services to the Town and we look forward to working with both the Town and you in the near future.

Respectfully submitted,

**Raftelis Financial Consultants, Inc.**

Thierry Boveri
Senior Vice President

# ATTACHMENT A

# RAFTELIS FINANCIAL CONSULTANTS, INC.

# BUILDING DEPARTMENT FEE STUDY

# SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COST RATES

| Position | Hourly Billing Rate |
|---|---|
| Executive Vice President/Senior Principal | $422.00 |
| Senior Vice President | $412.00 |
| Vice President | $381.00 |
| Senior Manager | $339.50 |
| Manager | $298.50 |
| Senior Consultant | $262.50 |
| Consultant | $236.50 |
| Associate | $195.50 |
| Analyst | $164.50 |
| Administration | $103.00 |

**STANDARD COST RATES [*]**

| Expense Description | Standard Rates |
|---|---|
| Mileage Allowance – Personal Car Use Only | IRS Mileage Rate |
| Reproduction (Black and White) (In-House) | $0.05 per Page |
| Reproduction (Color) (In-House) | $0.25 per Page |
| Reproduction (Contracted) | Actual Cost |
| Computer Time | $0.00 per Hour |
| Telephone Charges | Actual Cost |
| Delivery Charges | Actual Cost |
| Lodging/Other Travel Expenses (Airfare, Car Rental, Parking, Taxi, etc.) | Actual Cost |
| Meals – per Employee | Standard per Diem Rates as Established by Florida Statutes 112.061 for Class C Travel for Breakfast, Lunch, and Dinner |
| Sub-consulting Services | Actual Cost |
| Other Costs for Services Rendered | Actual Cost |

[*] Amounts shown derived from the terms and conditions of the Piggyback Agreement, City of West Palm Beach Contract No. 35325.001 (awarded pursuant to RFP No. 24-25-217 MK), between the City of West Palm Beach, Florida and Raftelis.

**ATTACHMENT B**

**RAFTELIS FINANCIAL CONSULTANTS, INC.**

**BUILDING DEPARTMENT FEE STUDY**

**SCOPE OF SERVICES**

The scope of services to be performed by Raftelis shall include the development of a cost allocation analysis and revenue sufficiency evaluation with respect to the imposition of building permit and inspection fees enforcing the building code of the Town (the "building permit fees") by the Building Department (the "Department") and to review the overall cost recovery of such fees in light of the requirements of HB 803 and SB 1614 as well as provisions of Sections 166.222, 553.791, and 553.80, Florida Statutes. But as outlined in this scope of work, Raftelis' will calculate rates, fees and charges using common industry practices based on advice provided by the Town's legal counsel. Raftelis shall provide no opinion on the legality of the proposed fees or interpretation of Florida statutes that govern the charges. It is the responsibility of the Town to ensure compliance with all applicable Florida statutes. Raftelis will work closely with the Town's legal counsel to ensure the rate and fee methodology and the Town's legal strategy are aligned and reflected in the study. The Town's legal counsel will be responsible for providing directions about any legal requirements that may impact fee adoption and implementation

The specific scope of services to be performed by Raftelis with respect to the Project shall include the following tasks:

Task 1 – Data Acquisition and Review: Raftelis will work with the Town to obtain financial information and reports and other data necessary to determine the allocated costs of providing building inspection and related services necessary for providing permitting and oversight services for new construction as provided by the Department (the "services"). Information to be requested from the Town, which may be obtained during the staff interview process may include, but not be limited to, the following:

A. General Fund and Department financial and budget information, including any previous cost allocation analyses and supporting work papers;

B. Detailed Building Permit information, construction costs for fee application, and other attributes associated with the derivation of revenues allocated to the Department;

C. Statistical information regarding the development of cost allocation factors including, but not limited to, square feet of office space allocable to the Department, percent of time spent by employees in building / inspection function, etc.;

D. System ordinances and resolutions associated with the adoption and implementation of the current Department rates for inspection and permitting services;

E. A summary of personnel salaries and benefits by title, identification of the type and cost of vehicles used in providing service, the number of computers, telecommunication devices, and other tools used in serving the Town, all by cost center or Department;

F. A summary of any outside contract services costs secured by the Town to provide permit review and inspection services, including any allocation of the time spent for such services;

G. Any debt or loan repayment expenditures associated with the financing of Town fixed assets (buildings, improvements, equipment, etc.); and

H. Other information deemed necessary by Raftelis and the Town.

Raftelis will prepare an information request to obtain certain data, documents, and analyses to be compiled by the Town. Raftelis is not responsible for verifying the accuracy of the data provided by the Town and the Town's consultants used by Raftelis in preparation of the study. The initial set of information received by the Town during the data compilation process will form the basis for the analysis. Subsequent updates may incur additional costs.

Task 2 – Department Staff Interviews for Cost Identification: As part of the data acquisition process, Raftelis will interview the Town staff to identify cost allocation parameters. Raftelis will identify key personnel to discuss the cost of providing the permit and inspection services, including the nature and frequency of the services provided and any other supporting costs associated with the provision of such service (e.g., vehicle expense, payroll benefits, materials and supplies, contract services, etc.). These interviews will occur with each Department as necessary and will yield data that will serve as the basis for determination of certain rate levels. Web meetings will be used for this effort.

Task 3 – Building Fee Cost Analysis: Based on the information compiled by the Town and the results of the staff interview process, Raftelis will prepare a cost allocation process to determine the estimated cost of providing building permits and construction inspections. The analysis will include the identification of costs that should be recognized in the cost analysis, the development of cost allocation factors for the assignment of certain costs, estimates of the cost of providing service, and the frequency of such services, if known. For the purposes of this analysis, the budgeted costs identified by the Town for the Fiscal Year ending September 30, 2026 (will include year-to-date expenditures and estimates to complete the Fiscal Year) will serve as the Test Year for the cost analysis. Upon completion of the cost allocation analysis, Raftelis will present the results to Town staff in a working group meeting. The presentation will focus on the cost identification and allocation process and will serve as a review meeting. Raftelis will update the analysis based on the results of the working group meeting. Raftelis will prepare presentation materials and other supporting documentation, or correspondence as considered necessary to present the analysis to the Town staff. This cost allocation effort will support the design of the updated rates, which will separate out the inspection fees from the overall building permit fee to meet the new Statute requirements resulting from House Bill 803.

Task 4 – Building Fee Revenue Sufficiency Analysis: Raftelis will evaluate the relationship between the expenditures associated with the Building Permit and Inspection Services and the revenues anticipated to be received from permits for construction in order to determine the nexus between the services provided and revenues to address the provisions of Sections 166.222 and 553.80, Florida Statutes. Based on the cost allocation evaluation and as part of the determination of the carry-forward reserve, Raftelis will determine the estimated allocated costs for the building fees for the actual costs that would be deemed as the "operating budget" as reported by the Town in its financial records for the last four (4) years ended September 30, 2026 to determine the carry-forward reserves balance that may be maintained under current Section 553.80, Florida Statutes.

Raftelis will expressly analyze the Town's building code enforcement reserves and any excess funds (amounts exceeding the permitted carry-forward balance) under current Section 553.80, Florida Statutes and SB 1614, including the permitted uses of such funds. These amounts will be compared to the current cash balances and considered in the determination of the revenue requirements to be recovered from building / permit fees.

Task 5 – Design Proposed Building Fees: Based on the cost allocation analysis, Raftelis will identify a plan for fee levels over the next five years, with modification to the building permit fee structure that is currently in effect based on meeting the new requirements identified in House Bill 803. The rates for inspection activities will be separated from the building permit fees, to establish the appropriate cost recover and prevent overcollection of revenues for these services. Raftelis will work with the Town to reconcile revenues and expenses for a period not to exceed three years and help identify any excess funds that should be addressed pursuant to requirements of Florida Statutes. As part of the evaluation, Raftelis will also prepare an analysis of the credit to be provided by the Town if an applicant utilizes their own private contractor to perform a plan review and inspection services in lieu of the Town providing these services based on the provisions of Section 553.791, Florida Statutes, including the applicable statutory permit fee reductions required when a private provider performs plan review and/or inspection services.

The ability for the Town and Raftelis to estimate revenues under the existing and proposed fee schedules will significantly depend on the availability and accuracy of historical statistical results associated with activities and services conducted by the Department and how the activity levels may occur or change in the future. There will usually be differences between the forecast and actual results, because events and circumstances frequently do not occur as expected. Those differences may be material. Raftelis cannot provide any assurance that the estimated revenues under the proposed rates will be realized as planned.

Task 6 – Report Preparation and Presentation: Raftelis will prepare a letter report documenting the assumptions and considerations used in estimating the costs of providing the services associated with the building inspection and permitting utilized by the Town. The report will discuss the assumptions relied upon in the cost allocation process, the allocation factors / basis used, and the results of the cost allocation analysis. Raftelis will prepare a presentation to present the study results and recommendations to the Town Council. Raftelis has assumed the attendance of one (1) meeting for this task.

Raftelis will assist the Town with the review of any ordinances or resolutions to reflect changes in fee structure or level based on the analysis conducted in the previous tasks; the ultimate preparation of the ordinance or resolution will be the responsibility of the Town and their legal team.

Meetings: For the purposes of this scope of services and the cost estimate included herein, Raftelis has assumed the attendance of one (1) on-site meeting. It was assumed that the on-site meeting, including preparation and travel allowances would have a duration of eight (8) hours and the virtual meetings would have a duration of two (2) hours per meeting. A summary of the meetings is summarized below:

1. One (1) virtual meeting to address any outstanding issues in the data acquisition activities and to support the staff interview process;

2. Two (2) virtual meetings with Town staff to conduct interviews with the Building Department;

3. Two (2) virtual meetings to discuss the cost allocation assumptions, results and findings as part of the cost allocation and revenue forecast analysis for the building permits;

4. One (1) virtual meeting to present the initial assumptions and results of the 2026 building permitting and forecast to Town; and

5. One (1) on-site meeting to present the results of the 2026 building permitting and proposed fees to the Town Council.

**LIST OF DELIVERABLES**

The deliverables to be provided in this engagement include the following items:

- Initial Data Request;
- Proposed Fees;
- Report Documenting Analysis and Findings; and
- 2026 Presentation Document to present fees to the Town Council.

**ADDITIONAL SERVICES**

During the engagement, the Town may request additional services from Raftelis. Although no additional services are anticipated at this time, Raftelis will perform such services only as mutually agreed between the Town and Raftelis in writing. Examples of consulting services that would be considered as an additional service include, but are not limited to, the following activities:

1. Attendance of meetings in addition to what is contemplated in the scope of services referenced above. For the purposes of this Agreement, it is estimated that the cost of each additional meeting (assuming 8 hours per meeting with attendance of two Raftelis personnel) would approximate $6,000, which would include travel time and materials associated with attendance of such meetings.

2. Performance of additional financial and rate analyses and/or modification to the rate analysis after substantial completion of the cost allocation process, and presentation to staff as a result of Board of Town Commissioner directives and/or changes in assumptions and data requirements as subsequently provided by the Town (e.g., due to changes in information or in assumptions initially relied upon in the cost allocation process).

3. Attendance of meetings with affected customers or third parties in addition to what was recognized in the development of the scope of services and the corresponding contract budget.

**ATTACHMENT C**

**Town of Bay Harbor Islands, Florida**

**Preliminary Job Cost Estimate for Building Department Fee Evaluation**

| Line No. | Activity | Task Reference | Senior Vice President | Manager | Senior Consultant | Associate | Administration | Totals |
|---|---|---|---|---|---|---|---|---|
| 1 | **Project Billing Rates ($/Hr.) [*]** | | $412.00 | $298.50 | $262.50 | $195.50 | $103.00 | |
| | **Scope of Services** | | | | | | | |
| 2 | Data Acquisition and Review | 1 | 2 | 4 | 6 | 6 | - | 18 |
| 3 | Department Staff Interviews for Cost Identification | 2 | 4 | 12 | 16 | 22 | - | 54 |
| 4 | Building Fee Cost Analysis | 3 | 4 | 12 | 16 | 24 | - | 56 |
| 5 | Building Fee Revenue Sufficiency Analysis | 4 | 4 | 12 | 14 | 18 | - | 48 |
| 6 | Design Proposed Building Fees | 5 | 4 | 12 | 16 | 24 | - | 56 |
| 7 | Report Preparation and Presentation | 6 | 16 | 18 | 18 | 12 | 4 | 68 |
| 8 | Project Management Allowance | All | 2 | | | | | 2 |
| 9 | Total Project Hours | | 36 | 70 | 86 | 106 | 4 | 302 |
| 10 | Total Direct Labor Cost - All Tasks | | $ 14,832 | $ 20,895 | $ 22,575 | $ 20,723 | $ 412 | $ 79,437 |
| 11 | Average Hourly Billing Rate | | | | | | | $263.04 |
| | Allowance for Other Direct Costs | | | | | | | |
| 12 | Travel Expense | 1 | | | | | | $ 510 |
| 13 | Miscellaneous Expense Allowance (Delivery, Reproduction, etc.) | | | | | | | 53 |
| 14 | Total Allowance for Other Direct Costs | | | | | | | $ 563 |
| 15 | Total Estimated Project Cost | | | | | | | $ 80,000 |

[*] Reflects hourly rates and personnel assumed for the preparation of the cost estimate; with the exception of the project manager, the employees and billing rates may change based on actual employee participation in the Project.

# MEMO

WEST PALM BEACH

Received
City of West Palm Beach
Mayor's Office

FEB 03 2026

401 Clematis Street
West Palm Beach FL 33401

**To:** **Keith A James, Mayor**
**From:** Lina F. Busby, Sr. Asst. City Attorney
**Date:** February 3, 2026
**File No:** **35325.001**
**Dept.** 971 Public Utilities
**Re:** **Raftelis Financial Consultant; Consulting Services; MP**

---

Transmitted herewith are contract documents for the Mayor's signature which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The Mayor is authorized to execute the document in accordance with:

- ☒ Procurement Code.
- ☐ Commission Approval. Resolution No.
- ☐ City Charter Sec. 3.01

If authorized by the Procurement Code, the procurement method is:

| | | |
|---|---|---|
| ☐ Small Purchase | ☐ Quotes | ☐ Single Source |
| ☒ Competitive Solicitation | ☐ Cooperative | ☐ Sole Source |
| ☐ Emergency Procurement | ☐ Piggyback | ☐ |

Procurement No. RFP 24-25-217 Contract Purchasing Agmt. No. *(Master contracts only)*

Contract/Amendment----------

Contract Purchasing Agmt. No. *(Master contracts only)*

Contract Amount: $1,000,000.00 NOT TO EXCEED

Contract term: 3 Year ☐ Renewal available: 2-2 Year Contract Expires: February 2029

Applicable Program: ☐ Small Business 18% participation ☐ MWBE____%
☐ Living Wage ☐ Local Workforce

WO/WA/CO----------

WO/WA/CO/Amd Amount: $ Est. Completion Date:

Applicable Program: ☐ SB ____% for this WO/WA ☐ MWBE ____% for this WO/WA

---

**To:** **Office of the City Clerk**

Please: Attest to the execution by the Mayor (if required) and insert the date.

Please **retain one original** as a public record and **forward the other original with a copy of this memo** to:

**Donna Shurr- Public Utilities**

---

To: **Donna Shurr- Public Utilities**

Please forward the fully-signed original contract document to the vendor/contractor.

RECEIVED

FEB 06 2026

CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

RG

1 – City original 2 – Department 3 – EEO Office

# MEMO

WEST PALM BEACH
City Attorney

**To:** **Keith A James, Mayor**

**From:** Lina F. Busby, Sr. Asst. City Attorney

**Date:** February 3, 2026

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To: **Donna Shurr- Public Utilities**

Please forward the fully-signed original contract document to the vendor/contractor.

RG

1 – City original 2 – Department 3 – EEO Office

WEST PALM BEACH

# CONSULTING AGREEMENT

Utility Rate and Financial Consulting Services

WPB No. 35325.001

THIS AGREEMENT is made by and between: **CITY OF WEST PALM BEACH, FLORIDA**, a Florida municipal corporation, with a physical address of 401 Clematis Street, West Palm Beach, Florida and a mailing address of P.O. Box 3366, West Palm Beach, FL 33402-3366 ("City"), and **RAFTELIS FINANCIAL CONSULTANTS, INC.**, 341 N. Maitland Avenue, Suite 300, Maitland, FL 32751, FEI/EIN No. 20-1054069, Tel. 407-628-2600, Email: tboveri@raftelis.com ("Consultant").

WHEREAS, the City issued Request for Proposals No. 24-25-217 MK (the "RFP") pursuant to state and local law to solicit proposals for utility rate and financial consulting services (the "Services"); and

WHEREAS, Consultant responded to the RFP by submitting its Proposal dated October 2, 2025 (the "Proposal"), and

WHEREAS, the City selected Consultant as the best qualified to perform the services; and

WHEREAS, the City desires to engage Consultant to provide such services to the City according to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of as such covenants and conditions, the City and Consultant do hereby agree as follows:

0 1. **IF MASTER CONTRACT WITH TASKS BY WORK AUTHORIZATION**:

1.1 **Services.** Consultant shall provide the water, wastewater and storm water utility rate and financial consulting services described in the Consultant's Proposal and the Scope of Services of RFP 24-25-21 attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Consultant may be requested to provide specific Services for various and different tasks or projects.

1.2 Work Authorizations. Services will be rendered in response to periodic written work authorizations issued by the City on an as-needed basis. For each task or assignment, the City shall request Consultant to develop for review by the City:

(i) a scope of services
(ii) an estimate of fees and costs base on the hourly rates established in this Agreement;
(iii) a task/deliverable schedule; and
(iv) a payment schedule based on deliverables, which may not be front-loaded

Upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule and payment schedule, a written work authorization for each task shall be executed by Consultant and City. Time shall be of the essence with respect to all matters set forth in this Agreement. City shall not be liable to pay for any Services provided without a properly executed work authorization.

The form of work authorization shall be acceptable to the Office of the City Attorney.

No specific assignment or work authorization nor minimum amount of services or compensation will be guaranteed under this Agreement. This is a non-exclusive award and the City may secure similar or identical services from other consultants. The award of a contract does not guarantee any firm that work will be assigned in any given year. There is no representation that the type or value of work will be evenly distributed.

1.3 **Fee**.

a) The Fee shall be the sole compensation paid to Consultant in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder and shall include any out-of-pocket or other expenses, including travel expenses, incurred by Consultant.

b) Hourly Rates. The hourly rates effective for each Work Authorization issued under this Agreement are attached as **Exhibit B**. Fees for work authorizations may be established with an upper limit or "not to exceed" amount or based upon a fixed (lump sum), and all such fees shall be based on the hourly rates attached in Exhibit B.

1.4 **Invoices**. Each work authorization shall be invoiced separately. Invoices must identify the PO number and the work authorization number and the WPB Number. Invoices for upper limit type work authorizations shall identify the work authorization number and show the actual hours worked, person performing Services, the Service performed and/or deliverable provided, hourly rate, and dates(s) of service. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

2. **TERM OF CONTRACT**.

a) This Agreement shall commence as of the date of full execution of this Agreement and work authorizations may be issued under this Agreement for Services to be completed prior to expiration of this Agreement. This Agreement shall expire three (3) years from the date of full execution, subject to the renewal and termination provisions of this Agreement.

b) The Agreement expiration date may be extended for up to two (2) additional years at the sole option of the City. Any term extension shall be evidenced by a formal written amendment to this Agreement, duly executed by both City and Consultant. No work authorization may extend beyond the expiration or termination of this Agreement.

3. **STANDARD OF CARE**. Consultant shall render the Services in a diligent, careful, thorough and professional manner consistent with good business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant may rely on all data and information provided by or on behalf of City to perform the Services.

4. **PAYMENT**.

4.1 **Invoices. Invoices must identify the PO number and WPB Number.**

Submit by email. Invoices shall be emailed to: **wpbap@wpb.org. (fastest processing)**

Alternatively, invoices may be mailed to: City of West Palm Beach Accounts Payable,
P.O. Box 3366
West Palm Beach, FL 33402-3366.

a) Invoices may be submitted no more frequently than monthly.

b) Invoices received from Consultant pursuant to this Agreement shall be reviewed and are subject to the prior approval of the City to determine if a complete invoice with all required information has been presented and if the Services have been rendered in conformity with this Agreement. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

c) If MWBE or Small Business participation in this Agreement, Consultant shall submit a Subcontractor Utilization reporting form with each invoice.

d) Consultant shall provide a W-9 to City with first invoice.

e) All services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year.

f) If Consultant fails to submit an invoice within one (1) year after completion of all Services, any amounts owed as final payment shall be forfeited. Forfeiture will not apply to existing claims or pending legal proceedings.

4.2 **Payment**.

a) Electronic Deposit. The City will make payment by electronic deposit (ACH) based on the directions provided to the City from Consultant.

b) Payment of Fees will be made upon approval of invoices, in accordance with any Payment Schedule, and in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, and dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

c) No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Services.

4.3 **Taxes**. Consultant understands that in performing the Services for the City, Consultant is not exempt from paying sales tax to Consultant's suppliers for materials required for Consultant to perform under this Agreement. Consultant shall not be authorized to use the City's tax exemption number for purchasing supplies or materials.

4.4 **Availability of Funds**. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of Agreements with a term of more than one year, but any Agreement so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon twenty-four (24) hour notice to Consultant. The City shall be the sole and final authority as to the availability of funds.

**5. EQUAL OPPORTUNITY COMPLIANCE**. N/A

**6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF CONSULTANT**

6.1 Authority. Consultant hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 Duly Licensed. Consultant represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 No Contingency. 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 any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission,

percentage, gift, or consideration.

7. **COMPLIANCE WITH LAWS**. In the conduct of the Services under this Agreement, Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations.

7.1 **Non-Discrimination**. In performing the Services under this Agreement, Consultant shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

7.2 **Convicted Vendor List**. Consultant represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes and certifies that Consultant and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-Consultants have not been placed on the Convicted Vendor List maintained by the State of Florida within 36 months prior to the submittal of the Proposal or execution of this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.3 **Discriminatory Vendor List**. In accordance with Fla. Stat. Sec. 287.134, Consultant represents that it has never been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.4 **Scrutinized Companies List**. Pursuant to Fla. Stat. Sec. 287.135, Consultant represents that Consultant is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Consultant further represents 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, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

7.5 **Federal Labor / Employment Laws**. In accordance with Fla. Stat. Sec. 255.20, Consultant represents that it has not been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects such as safety, tax withholding, workers' compensation, reemployment assistance or unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years.

7.6 **E-Verify**.

a) In compliance with Section 448.095, Fla. Stat., Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Consultant during the term of this Agreement. Consultant shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the Consultant during the term of this Agreement. Consultant shall require each of its subcontractors to provide Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

b) The City, Consultant, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Consultant acknowledges that upon termination of this Agreement by City for a violation of this section by Consultant, Consultant may not be awarded a public contract for at least one (1) year. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

c) Consultant or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractor to include these clauses in any lower tier subcontracts.

8. **INDEPENDENT CONTRACTOR**. Consultant acknowledges and agrees that Consultant is an independent Consultant of the City. Consultant more specifically acknowledges that its employees will not be covered by the City's workers' compensation insurance; Consultant will be solely and exclusively responsible for payment of all its federal and state income taxes due in respect of all compensation and/or other consideration paid by the City to Consultant under this Agreement. Consultant shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Consultant's employees who provide Services under this Agreement. Consultant acknowledges that it shall have no authority to bind City to any contractual or other obligation whatsoever. Consultant shall be entitled to seek and accept other engagements and/or employment during the term of this Agreement so long as such other employment or engagements do not interfere with the performance of Consultant's duties under this Agreement. Consultant shall be responsible to the City for all work or services performed by Consultant or any person or firm engaged as a sub-consultant or subConsultant to perform work in fulfillment of this Agreement.

9. **RIGHT TO AUDIT**. Consultant shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Consultant's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Failure by Consultant to permit such audit shall be grounds for termination of this Agreement by the City. In addition to the foregoing, Consultant's consents to the City requesting from the insurance carriers confirmation of all fees paid to Consultant arising out or related to the City's insurance coverages during the term of this Agreement.

10. **PROPERTY RIGHTS**.

a) All work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, models, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, in each case to the extent intended by Consultant as a deliverable, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services; provided that any use other than for the project described herein and any re-use, modification or alteration of the deliverables shall be at the City's sole risk. Upon delivery to the City of said work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material or work product developed under this Agreement. Any reuse of Consultant's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Consultant or its subcontractors. Nothing in this Agreement shall be deemed or construed as a waiver, release, transfer, assignment or divestiture by Contractor of any of its intellectual property, know-how or trade secrets.

b) Deliverables. Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under this Agreement, all such documents and materials prepared for the City in connection with this Agreement. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

11. **INSURANCE**.

11.1 Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, to provide coverage pursuant to this Agreement from claims set forth below which may arise out of or result from performance under this Agreement by Consultant, or by a subcontractor of Consultant, or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable.

11.2 Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

11.3 The City shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Consultant's required insurance coverage, or any increase in the Consultant's self-insurance retention.

11.4 Certificates of Insurance. Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to City prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured Consultant, the specific Project or Agreement by name and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

11.5 **Additional Insured.** All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the "**City of West Palm Beach, its commissioners, officers and employees**" as Additional Insureds. No costs shall be paid by the City for an additional insured endorsement.

11.6 Required Coverage: Consultant shall maintain following liability coverage, in the limits specified:

Comprehensive General Liability: Not less than $1,000,000.00 Combined Single Limit per occurrence and $2,000,000 aggregate; may not be subject to a self-insured retention or deductible exceeding $25,000.

Automobile Liability: Not less than $1,000,000.00 Combined Single Limit per occurrence for bodily injury and property damage; may not be subject to a self-insured retention or deductible exceeding $10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee."

Professional Liability or Errors and Omissions: Not less than $1,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the City. Self-insured retentions or deductibles should not exceed $50,000.00 for written agreements or contracts with the City with a value of less than $1,000,000.

12. **INDEMNITY**. Consultant agrees to indemnify, defend, save and hold harmless the City, its officers and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its officials or employees by reason of any damage to property or personal injury, including death, to the extent which damage, injury or death is caused by Consultant's negligent performance of the Services or to the extent caused by (a) any negligent act, omission, default or negligence of Consultant in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death is caused by Consultant's negligent execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Consultant. This indemnification includes, but is not limited to, the negligent performance of this Agreement by Consultant or any negligent act or omission of Consultant, its agents, servants, Consultants, patrons, guests or invitees in the performance of services. City reserves the right to reasonably approve legal counsel provided pursuant to this provision to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under this indemnification provision, to the extent of its indemnity obligation set forth above. To the extent considered necessary by the City, any sums due Consultant under this Agreement may be retained by City until all of City's claims for indemnification have been resolved,

and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the City's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

13. **TERMINATION**.

13.1 The City shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) days written notice to Consultant.

13.2 Either party shall have the right to terminate this Agreement for cause, after notice of default is provided to the defaulting party, in compliance with the notice requirements of this Agreement, and if such default is not cured after a reasonable opportunity to cure such default.

13.3 In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date, under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data and other materials concerning City projects in its possession to the City and shall cooperate in transition of its consulting duties to appropriate parties at the direction of the City.

13.4 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

14. **NOTICE**. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to Consultant at the address on the first page of this Agreement, to the City, at the address on the first page of this Agreement, attention: City Administrator, with a copy to the City Attorney (which will not constitute notice), or to such other address or person as shall be designated by a party in a written notice given in the manner required hereby.

15. **FORCE MAJEURE**. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, tropical storm, hurricanes, epidemic, acts of God, war, civil disturbances, terrorist acts, and industry supply chain delays, provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided that no such extension shall be made unless notice thereof is presented by Consultant to City in writing within ten (10) business days after the start of the occurrence of such delay, and Consultant shall use best efforts to perform its obligations during such period of delay, and notify City of its abatement or cessation; and further provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

16. **NO CONFLICTS**.

16.1 Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

16.2 Consultant represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

16.3 Consultant represents that it does not and will not employ, directly or indirectly, the mayor,

members of the city commission or any official, department director, head of any City agency, member of any board, committee or agency of the City, or any other City employee without prior approval.

16.4 Consultant represents that it does not employ, directly or indirectly, any official of the City. Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.

16.5 Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any city agency, any employee of the city or any city agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.

16.6 Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any interest shall be employed or engaged by it for said Services.

16.7 Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the City under this Agreement.

16.8 Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not 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 City or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

16.9 Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Consultant intends to undertake and shall request the opinion of the City as to whether such association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in its opinion and the Consultant may, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by Consultant under this Agreement.

16.10 In the event Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

17. **LOBBYING CERTIFICATION**. Consultant certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

19. **PUBLIC RECORDS LAW**. Consultant shall comply with Chapter 119, Florida Statutes, regarding public records. Consultant shall keep and maintain all documents, records, correspondence, computer files, emails, and/or reports prepared in order to perform the work under this Agreement. A request to inspect or copy public records relating to this Agreement must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Consultant of the request, and the Consultant shall provide the records to the City or allow the records to be inspected or copied within a reasonable time at the cost that would not exceed the cost allowed by law. All records stored electronically must be provided to the City, upon request, in a format that is compatible with the information technology systems of the City. Upon completion of the agreement, Consultant shall transfer, at no cost, to the City all public records in possession of Consultant or Consultant shall keep and maintain all public records. If Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. If Consultant transfers all public records to the City upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed. Records that are exempt or confidential and exempt from public records disclosure requirements may include plans, drawings and records related to the physical security of City buildings or security systems and shall not be disclosed by Consultant, except as authorized by law and specifically authorized by City. If Consultant does not transfer the records to the public agency upon completion of the Agreement, Consultant shall ensure that exempt and confidential records are not disclosed. Failure of the Consultant to provide public records to the City within a reasonable time or allowable cost may be subject to penalties under Sec. 119.10, Fla. Stat., and may be cause for termination of the Agreement by the City, in addition to any other remedies available under the Agreement or by law.

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

Office of the City Clerk
City of West Palm Beach
401 Clematis Street
West Palm Beach, FL 33401
561-822-1210
CityClerk@wpb.org

19. **GOVERNING LAW**. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Consultant submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

20. **INSPECTOR GENERAL**. Consultant is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from the Consultant and its subcontractors and lower tier subcontractors. Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Consultant or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

21. **ASSIGNMENT.** This Agreement requires the personal skills and experience of Consultant and may not be assigned by Consultant. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. **SEVERABILITY**. In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement (or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable), shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

23. **WAIVER.** Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

24. **HEADINGS.** The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

25. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP/RFQ and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP/RFQ; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

26. **DIGITAL SIGNATURE**. The delivery by email of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Provider and the City until the City signs this Agreement. A facsimile or electronic transmission of this Contract with a signature on behalf of a party will be legal and binding on such party.

27. **ENTIRE AGREEMENT; AMENDMENT**. This Agreement, including the RFP, the Proposal, and Exhibits which are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter. In the event of a conflict between the Proposal and this Agreement, the Agreement shall control. This Agreement may only be modified by written amendment executed by the City and Consultant.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have made and executed this Consulting Agreement as of the day and year indicated below.

**RAFTELIS FINANCIAL CONSULTANTS, INC.**

By: _____

Print Name: Thierry Boveri

Title: Senior Vice President

ATTEST:

By: _____
Shaquita Edwards, City Clerk

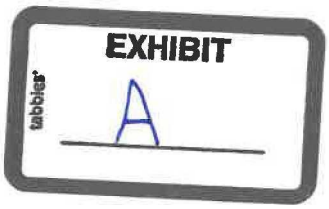
**CITY OF WEST PALM BEACH**

By: _____
Keith A. James, Mayor

Date: 2-6, 2026

CITY ATTORNEY'S OFFICE
Approved as to form and legality

By: _____




# Utility Rate and Financial Consulting Services

## RFP No. 24-25-217MK

### INTENT

The City of West Palm Beach (the "City") and the City, as agent for the East Central Regional Wastewater Facilities Operation Board (the "ECR") is soliciting proposals from reliable, qualified and experienced proposers to provide water, wastewater and storm water utility rate and financial consulting services. The selected proposer (the "Firm") will be expected to provide services on an as needed basis by issuance of periodic work authorizations to provide assistance in budgeting and forecasting, rate making, management accounting assistance, financing activities assistance, financial analysis of systems, preparation of annual reports required by bond covenants, as well as other tasks as may be deemed necessary by the ECR/City.

It is important the ECR/City contract with reliable, qualified and experienced Firm. The ECR/City will check references to help determine the most desirable Firm. The ECR/City does not select a Firm on cost but will consider all factors. Cost must be calculated to accurately reflect the complete charges for each type of work.

### SCOPE

The Firm will prepare proposals in support of the development of separate work authorizations to provide professional consulting services for tasks deemed necessary by the ECR/City as summarized in this section. The Firm must demonstrate the qualifications and experience providing consulting services for all tasks that may be requested by the ECR/City as described. The Firm shall provide consulting services which include but is not limited to budgeting and forecasting, utility ratemaking, management accounting, financing, rating agency and bonding assistance, organizational and other financial analysis of the Enterprise Funds and Municipal Services. Tasks may include, but not be limited to:

1. Review and redesign of the potable water, wastewater and reuse rates, solid waste disposal and collection fees, stormwater fees, and fees in support of the Municipal Services as considered necessary based on cost of services and recovery principles as well as any bond covenants.
2. Compile statistics and prepare projections of the Enterprise Funds and other municipal programs in support of the tasks provided, including number of customers served or requiring the services provided by the ECR/City, usage and generation rates, service utilization statistics, and other information necessary to provide planning and rate evaluation services.
3. Project annual revenue requirements for the Enterprise Funds and Municipal Services for planning and rate evaluation services.
4. Design rates and fees for service from the Enterprise Funds and for the Municipal Services to fund the identified revenue requirements or needs of the programs being evaluated.
5. Review and design appropriate fees for other miscellaneous services as provided by the Enterprise Funds or in support of the Municipal Services as considered necessary.

6. Investigate and develop potential wholesale water, wastewater and reclaimed water rates associated with the provision of the type of service.
7. Review operations of the Enterprise Funds and of the Municipal Services to determine if additional services, charges and revenue enhancements are appropriate.
8. Perform financial sensitivity analysis on Enterprise Fund operations considering such factors as capital program implementation, regulatory changes, and other such issues that may cause a need to review financial operations.
9. Review the prevailing capital facilities (impact and development) fees and capital cost recovery programs considering the projected expansion and unused existing capacity in the facilities under consideration. Recommend new charges to recover the capital investment required to accommodate future changes and provide for future adjustments to the charges.
10. Advise (financial, not legal) the ECR/City in the development of Enterprise Funds and Municipal Services contracts, including but not limited to, rate ordinances and resolutions, wholesale and large user service agreements, solid waste disposal and collection service agreements, acquisition contracts, extension and development agreements, reuse or reclaimed water usage agreements, and inter-local agreements between the ECR/City and other public agencies. Services may involve drafting agreements, review of documents, negotiations among affected parties and performance of financial or economic analyses required for evaluation.
11. Prepare financial feasibility reports in support of the issuance of revenue bonds or securing debt financing for capital or major operational programs, including preparation for and attendance of presentations before rating agencies, bond insurance companies, potential investors and purchasers of instruments of debt, and other required parties.
12. Advise (financial, not legal) the ECR/City in the preparation of loan documents to obtain funds from agencies such as the Florida Department of Environmental Protection, Rural Development, Department of Community Affairs, banks, and other lending agencies.
13. Travel may be required to attend project meetings.

Work Authorizations: For each assignment, a work authorization will be issued. The Firm will be requested to submit a proposal for each assignment which includes a detailed scope of work, staff assigned, job titles, and hourly rates.

Travel: All reimbursable expenses will be estimated at the time of negotiating each Work Authorization.

All requests for payment of eligible expenses and other charges for reimbursement under the terms of the Work Authorization shall include copies of paid receipts invoices or other documentation acceptable to the City.

TAB 6: FEE STRUCTURE

# Fee Structure

Our billing philosophy and value commitment is centered on delivering exceptional service to the ECR/City through efficiency, responsiveness, and the quality of our work. Our deep institutional knowledge of the ECR/City—gained through years of experience—means we can work effectively with minimal ramp-up time. This has consistently allowed us to deliver under budget and limit billing to meaningful, productive work effort. While hourly rate comparisons can be misleading in isolation, we believe it's important to share how our pricing and delivery model ensures both transparency and value:

1. **Top-of-License Approach**
   We strategically assign work to the most appropriate team members based on their expertise. Senior consultants focus on high-level strategy and complex tasks, while more routine work is handled by team members with lower billing rates. This maximizes efficiency and reduces overall project costs.
2. **Value-Based Billing**
   We only bill for time that adds value. If our work is not substantively contributing to the quality of the final deliverable, we do not charge for it. This approach ensures alignment between our efforts and your expectations.
3. **Budget-Conscious Delivery**
   From the outset, we collaborate with you to align scope and budget. Throughout the engagement, we manage work proactively to stay within budget, adjusting as necessary while maintaining quality and focus.
4. **Responsive, Accessible Team**
   Our commitment extends beyond typical hours. You have direct access to our team throughout the project, with quick response times and a hands-on approach that our clients value highly.

We have successfully applied this model to other Florida counties and municipal engagements resulting in high levels of client satisfaction as evidenced by our ability to retain many of our clients over 20+ year horizons. Project team hours and expenses will be billed on the same invoice. Expenses related to travel will be billed at cost. Additional services outside the agreed-upon scope of work will be billed on a time and materials basis. Raftelis' billing rates can be found below. These rates will be in effect for calendar year 2025 and will then increase annually by 3% unless specified otherwise by contract.

| POSITION | HOURLY BILLING RATE |
|---|---|
| Executive Vice President/Senior Principal | $410 |
| Senior Vice President | $400 |
| Vice President | $370 |
| Senior Manager | $330 |
| Manager | $290 |
| Senior Consultant | $255 |
| Consultant | $230 |
| Associate | $190 |
| Analyst | $160 |
| Administration | $100 |
| Technology Charge* | $10 |

**Technology/Communications Charge: This is an hourly fee charged monthly for each hour worked on the project to recover telephone, facsimile, computer, postage/overnight delivery, conference calls, electronic/ computer webinars, photocopies, etc.*

***For services related to the preparation for and participation in deposition and trials/hearings, the standard billing rates listed above will be increased by an amount up to 50 percent.*

# PURCHASE ORDER

**City of West Palm Beach**
**Procurement Division**
401 Clematis St., 5th Floor
West Palm Beach, Florida 33401
Tel: (561) 822-2100 ~ Fax: (561) 822-1564
TTY: (800) 995-8771

**Purchase Order No: 2263001**

| | | |
|---|---|---|
| **Deliver By** | : | **02-JUN-2026** |
| **FOB** | : | **DESTINATION** |
| **Terms** | : | **IMMEDIATE** |
| **Buyer** | : | **L Cashour** |
| **Requestor** | : | **Smith, Margaret L** |
| **Req #** | : | **1263412** |
| **Issue Date** | : | **29-MAY-2026** |
| **Page** | : | **1 of 2** **Revision: 0** |

**Vendor:**
RAFTELIS
227 W TRADE ST STE#1400
CHARLOTTE, NC 28202
Tel: (704) 373-1199

**Ship To:**
401 Clematis St.
4th Floor - Public Utilities Admin
West Palm Beach, FL 33401
Tel:

**Invoice To:**
City of West Palm Beach Accounts Payable
PO Box 3366
West Palm Beach, FL 33402
Tel: (561) 822-1310 ~ Fax: (561) 822-1349

| **Vendor Contact:** JACKSON, MATT | **Email:** mjackson@raftelis.com | **Fax:** |
|---|---|---|

| LINE | QUANTITY | UOM | DESCRIPTION | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | 157,700.00 | US Dollar | Work Authorization #2 - Water/wastewater utility revenue sufficiency update<br>In accordance with contract # 35325.003<br><br>City contact: Peggy Smith MSmith@wpb.org<br><br>Email invoices referencing this PO# to wpbap@wpb.org<br><br>*(450.097100.536.500310.00000000.0000)* | 1.00 | 157,700.00 |

All deliveries must be made Monday-Friday between 7:30 AM & 3:30 PM.
Purchase Order number must appear on all invoices, packing slips and correspondence.
Seller's action in acknowledging this order, delivering materials or, performing services called for hereunder shall constitute an unqualified acceptance of the terms and conditions hereon and any referenced attachments hereto. 3

**TOTAL** **157,700.00**

Tax Exemption Numbers:
Federal: 59-6000-448
State: 85-8015370726C-2

**INTERNAL CITY USE** 35325.003

PU Admin - Work Authorization # 2 - Water and wastewater utility revenue sufficiency update - Peggy Smith

Donna L Levengood

# PURCHASE ORDER

**City of West Palm Beach**
**Procurement Division**
401 Clematis St., 5th Floor
West Palm Beach, Florida 33401
Tel: (561) 822-2100 ~ Fax: (561) 822-1564
TTY: (800) 995-8771

**Purchase Order No: 2263001**

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| **Deliver By** | : | **02-JUN-2026** |
| **FOB** | : | **DESTINATION** |
| **Terms** | : | **IMMEDIATE** |
| **Buyer** | : | **L Cashour** |
| **Requestor** | : | **Smith, Margaret L** |
| **Req #** | : | **1263412** |
| **Issue Date** | : | **29-MAY-2026** |
| **Page** | : | **2 of 2** **Revision: 0** |

**Vendor:**
RAFTELIS
227 W TRADE ST STE#1400
CHARLOTTE, NC 28202
Tel: (704) 373-1199

**Ship To:**
401 Clematis St.
4th Floor - Public Utilities Admin
West Palm Beach, FL 33401
Tel:

**Invoice To:**
City of West Palm Beach Accounts Payable
PO Box 3366
West Palm Beach, FL 33402
Tel: (561) 822-1310 ~ Fax: (561) 822-1349

| | | |
|---|---|---|
| **Vendor Contact:** JACKSON, MATT | **Email:** mjackson@raftelis.com | **Fax:** |

**ENTIRE AGREEMENT**: This purchase order, including the terms and conditions stated herein, constitutes the full and final agreement between the City of West Palm Beach ("Buyer") and the Vendor ("Seller"), unless the parties have entered into a mutually executed written agreement stating applicable terms and conditions. Seller agrees to sell, and the City of West Palm Beach agrees to buy, the goods, articles, materials, or services ("Goods") described on a City of West Palm Beach Purchase Order ("PO") for the price, at the time, and on the terms of payment shown on the PO. This PO and the provisions of any drawings, prints, plans, descriptions, specifications, samples, data and other documents expressly referred to therein and adopted by reference ("Documents") constitute the entire agreement and supersede all proposals, negotiations, and counterproposals. No terms and conditions of Seller that are inconsistent with, or additional to, the terms and conditions contained herein, whether on an invoice or otherwise, shall be binding on Buyer unless such terms and conditions are expressly accepted in writing by Buyer.

**QUALITY**: All Goods furnished must be of the quality specified. No deviation or substitution is permitted without the prior written consent of the Buyer. In the event no quality is specified, the Goods must be at least equal to the standards of the industry.

**DELIVERY OF MATERIALS**: Seller shall notify Buyer where Goods cannot be delivered in the quantities shown at the time specified. Title to the Goods and the associated risk shall not pass from Seller to Buyer until delivery and acceptance of the Goods at the location designated on the PO. Payment in full for the Goods shall be deemed to constitute acceptance of the Goods. All Goods delivered on this PO are subject to inspection. All rejected Goods shall remain the property of the Seller and will be returned at the Sellers expense. Excessive or unusual transportation charges caused by the Seller's inability to deliver in the specified time and quantity will not be paid by Buyer. Seller shall notify Buyer of deliveries that require special handling and /or assistance for off-loading. Failure to notify the Buyer will result in billing to Seller of any add-on redelivery, storage or handling charges. OCCUPATIONAL SAFETY AND HEALTH: Seller shall comply with Chapter 442, Florida Statutes, which requires that any toxic substance delivered as a part of this PO must be accompanied by a Material Safety Data Sheet (MSDS).

**ORDER CHANGES**: Changes may be made by the Buyer at any time in the character or quantity of Goods to be furnished hereunder by written change order signed by the same authority executing this PO for the Buyer. No modifications of this PO shall be binding upon Buyer unless approved in writing by Buyer or authorized representative.

**TERMINATION**: Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this PO. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

**ASSIGNMENT**: Any assignment of this PO, performance of work hereunder, in whole or in part, or monies due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

**TAX**: Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer's Tax Exemption number in acquiring such materials.

**PROMPT PAYMENT ACT**: The City of West Palm Beach abides by the Florida Prompt Payment Act (ss.218.70-218.80) which provides prompt payment, interest payments, a dispute resolution process and payments for all purchases be made in a timely manner for properly executed invoices by local governmental entities.

**UNIFORM COMMERCIAL CODE**: The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and Buyer for any terms and conditions not specifically stated herein or in any corresponding Agreement between Buyer and Seller.

**INSURANCE**: If the Seller is required to go on City property to perform work or services, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required by the City.

**LITIGATION VENUE**: This PO shall be construed and interpreted in accordance with Florida law. Seller waives the privilege of venue and agrees that all litigation between them in state courts shall take place in Palm Beach County, Florida and that all litigation in federal courts shall take place in the Federal Southern District for the State of Florida.

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**
**RESOLUTION NO. 2026-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS, INC. TO CONDUCT A BUILDING DEPARTMENT FEE STUDY; AUTHORIZING AN EXPENDITURE IN AN AMOUNT NOT TO EXCEED EIGHTY THOUSAND DOLLARS ($80,000.00); AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** The Town Building Department administers building code enforcement, plan review, permitting, and inspection services; and

**WHEREAS,** The Town desires to evaluate its building permit and inspection fee structure to ensure fees remain aligned with actual service costs and applicable law; and

**WHEREAS,** Recent legislative changes, including House Bill 803 and Senate Bill 1614, support a review of fee structures, private provider fee reductions, revenues, and reserves; and

**WHEREAS,** Raftelis Financial Consultants, Inc. has submitted a proposal to perform a comprehensive Building Department Fee Study; and

**WHEREAS,** The proposed scope of services includes financial analysis, cost allocation, reserve analysis, fee schedule development, and presentation of findings and recommendations; and

**WHEREAS,** The Town Council finds that approval of the Professional Services Agreement is in the best interests of the Town; and

**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 incorporated herein.

**SECTION 2. Approval.** The Professional Services Agreement with Raftelis Financial Consultants, Inc. for a Building Department Fee Study is approved.

**SECTION 3. Authorization.** The Town Manager is authorized to execute the Agreement, subject to approval as to form and legal sufficiency by the Town Attorney.

**SECTION 4. Funding.** The Town Council authorizes expenditures in an amount not to exceed $80,000.00.

**SECTION 5. Implementation.** Town officials are authorized to take all actions necessary to implement this Resolution.

**SECTION 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Bay Harbor Islands, Florida, on _____, 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 | _____ |

**TOWN OF BAY HARBOR ISLANDS**

By: _____
Issac Salver

Mayor

**ATTEST:**

_____
Evelyn Herbello, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
McCarter & English LLP
Tania Cruz-Gimenez
Town Attorney

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 16.1
**Date:** November 16, 2026
**From:** Lindsley Noel, Town Manager
**To:** Mayor and Town Council Members
**Subject:** Consideration and approval of a resolution approving an Agreement with McCarter and English, LLP for Town Attorney services. Town Manager.

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**Suggested Action:** – Staff recommends that the Town Council approve the proposed Legal Services Agreement with McCarter & English LLP for Town Attorney services, effective November 16, 2026 through April 30, 2027.

**Description/Background – Background**

On September 10, 2026, the Town Council adopted Resolution 2620 selecting McCarter & English LLP and authorizing the Town Manager to negotiate an agreement. The proposed agreement is presented for Council approval before execution.

The agreement designates Tania Gimenez as lead attorney and principal contact, with personal attendance at Town Council meetings and weekly office hours at Town Hall, initially Tuesdays from 1:00 p.m. to 5:00 p.m. It requires monthly status reports and detailed invoices, including time entries for work covered by the monthly fee.

Labor and employment matters are excluded and will be handled by separately engaged outside counsel. Any renewal for a successive one-year term requires Council approval. The Council may terminate the agreement at any time, with or without cause.

**Financial Impact**

The fixed fee is $20,000 per month, with daily proration for partial months. The initial-term base fee is $110,000: $10,000 for November 16-30, 2026 and $100,000 for December 2026 through April 2027.

Litigation and other work outside the agreement's scope are billed at $450 per hour and require Town Manager authorization and an approved budget before work begins. Reasonable out-of-pocket costs are reimbursed at actual cost without markup. These additional costs and separately engaged labor and employment counsel are not included in the $110,000 base fee.

The FY2026-27 General Fund budget includes $300,000 for Legal Counsel professional services, account 001.5140.400031.000.

BHI McCarter Town Attorney Agreement Resolution Item 16.1.docx
Town Attorney Legal Services Agreement Bay Harbor Islands MacArthur English LLP.pdf

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**
**RESOLUTION NO. 2026-___**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING A LEGAL SERVICES AGREEMENT WITH MCCARTER & ENGLISH, LLP FOR TOWN ATTORNEY SERVICES; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** On September 10, 2026, the Town Council adopted Resolution No. 2620 selecting McCarter & English LLP and authorizing the Town Manager to negotiate a legal services agreement; and

**WHEREAS,** The Town Manager has negotiated a proposed Legal Services Agreement with McCarter & English LLP for Town Attorney services; and

**WHEREAS,** The proposed agreement designates Tania Gimenez as lead attorney and principal contact for the Town; and

**WHEREAS,** The proposed agreement provides for Town Council meeting attendance, weekly office hours, monthly status reports, and detailed invoicing requirements; and

**WHEREAS,** The initial term of the Agreement is from November 16, 2026 through April 30, 2027, with a base fee of $110,000; and

**WHEREAS,** The Town Council finds that approval of the Agreement is in the best interests of the Town and its residents; and

**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 incorporated herein by reference.

**SECTION 2. Approval.** The Legal Services Agreement attached hereto as Exhibit "A" between the Town of Bay Harbor Islands and McCarter & English, LLP for Town Attorney services is hereby approved.

**SECTION 3. Authorization.** The Town Manager is authorized to execute the Agreement and any ancillary documents, subject to approval as to form and legal sufficiency.

**SECTION 4. Funding.** The Town Council authorizes expenditures pursuant to the Agreement, including the initial-term base fee of $110,000, from legally available funds.

**SECTION 5. Implementation.** Town officials are authorized to take all actions necessary to implement this Resolution.

**SECTION 6. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Bay Harbor Islands, Florida, on _____, 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 _____

**TOWN OF BAY HARBOR ISLANDS**

By: _____
Issac Salver
Mayor

**ATTEST:**

_____
Evelyn Herbello, MMC
Town Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

_____
McCarter & English LLP
Tania Cruz-Gimenez
Town Attorney

# LEGAL SERVICES AGREEMENT

This Legal Services Agreement (the "Agreement") is entered into effective as of November 16, 2026 (the "Effective Date"), by and between the Town of Bay Harbor Islands, a Florida municipal corporation (the "Town"), and McCarter & English LLP, a New Jersey limited liability partnership (the "Firm"). The Town and the Firm are each a "Party" and together the "Parties."

## RECITALS

1. On June 17, 2026, the Town issued Request for Professional Legal Services No. RPS-1-1033B-MG-0-2026/FVR, seeking proposals from qualified law firms to serve as Town Attorney (the "RPS").

2. The Town received seven responses to the RPS, including a proposal from the Firm dated June 26, 2026 (the "Proposal").

3. Pursuant to the procedures outlined in the RPS, the Town Council ranked three firms in order of preference and the Firm received the top ranking.

4. Under the process set out in the RPS, the Town has negotiated this Agreement with the Firm.

## TERMS

**1. Recitals.** The recitals set forth above are true and correct and are adopted and incorporated into this Agreement as if fully set forth in this Section.

**2. Engagement of Town Attorney.**

2.1 The Town hereby appoints and engages the Firm as Town Attorney under the Town Charter, and the Firm accepts the appointment and engagement on the terms of this Agreement.

2.2 The Firm designates Tania Gimenez, Esq., as the primary attorney responsible for the Town's representation on all matters (the "Lead Attorney"). The Lead Attorney shall personally attend all meetings of the Town Council and remain the Town's principal point of contact.

2.3 The Firm may assign other Firm attorneys and paralegals to Town matters as reasonably needed, subject to the prior approval of the Town Manager and provided the Lead Attorney supervises their work. Carlos Gimenez, Jr. is authorized to perform work under this Agreement without further approval from the Town. The Firm shall not substitute the Lead Attorney without the prior written consent of the Town Council.

2.4 As part of the Services, the Lead Attorney shall be available in person at Town Hall a minimum of one day each week for four hours per day. Initially, the in-person day and hours shall be Tuesdays from 1:00 p.m. to 5:00 p.m., which may be changed by written agreement of the Town Manager and the Firm. At all other times, the Lead Attorney and all other assigned Firm attorneys shall be available as requested for audio and/or video consultations and

meetings. The Firm shall respond to all requests for assistance promptly and shall comply with all deadlines established by the Town Manager (including department heads), the Town Clerk and Council Members when seeking legal assistance.

**3. Scope of Services.**

3.1 *Services.* The Firm represents that it has the in-house expertise to provide, and agrees to provide, all legal services described in the RPS (Section 3.1-3.3) (the "Services").

3.2 *Labor and Employment Matters.* The Services exclude all labor and employment matters, including personnel actions, collective bargaining, employee discipline, employment claims and litigation, and related advice ("Labor and Employment Matters"). Labor and Employment Matters shall be handled by outside counsel engaged directly by the Town Manager. The Firm shall cooperate with that counsel as requested, and that cooperation is part of the Services.

3.3 *Monthly Reports.* The Firm shall provide regular monthly reports on the status of all work being performed by the Firm.

**4. Term.**

4.1 *Initial Term.* The initial term of this Agreement begins on the Effective Date and continues through April 30, 2027 (the "Initial Term").

4.2 *Renewal.* After the Initial Term, this Agreement may be renewed for successive one-year terms, upon the prior approval of the Town Council. Absent that approval, this Agreement expires at the end of the then-current term.

**5. Compensation.**

5.1 *Monthly Fee.* For all Services other than the Hourly Services, the Town shall pay the Firm a fixed fee of $20,000 per month (the "Monthly Fee"). The Monthly Fee is full compensation for those Services, regardless of the hours the Firm expends. Any partial month shall be prorated on a daily basis.

5.2 *Hourly Services.* In addition to the Monthly Fee, the Firm shall bill for all litigation matters and other matters outside of the Services described in Section 3 above on an hourly basis at a blended rate of $450 per hour for all attorneys (the "Hourly Services"). No work shall begin on such matters without the Town Manager's authorization and an approved budget.

**6. Costs.**

6.1 *Reimbursable Costs.* The Town shall reimburse the Firm, at actual cost and without markup, for reasonable out-of-pocket costs incurred on Town matters, including court filing fees, service of process, court reporters and transcripts, recording fees, and expert or consultant fees approved in advance by the Town Manager.

6.2 *Non-Reimbursable Costs.* The Monthly Fee and hourly rate include the Firm's overhead. The Firm shall not charge for in-house copying, printing, postage, telephone,

legal research subscriptions, word processing, clerical time, or travel time within Miami-Dade County.

**7. Invoices and Payment.**

7.1 *Monthly Invoices.* The Firm shall submit an invoice(s) to the Town Manager by the 15th day of each month for the prior month, stating the Monthly Fee, any Hourly Services, and any reimbursable costs as separate items.

7.2 *Detail Required.* Each invoice shall contain a detailed description of all work performed and all time entries, including work covered by the Monthly Fee. Each entry shall state the date, the attorney (or paralegal), the matter, a description of the task, and the time spent. Hourly Services shall be invoiced by matter. Reimbursable costs shall be itemized with supporting receipts.

7.3 *Privileged Information.* Invoices are public records. The Firm shall write entries so as to avoid disclosing attorney-client privileged information or attorney work product, consistent with Chapter 119, Florida Statutes.

7.4 *Payment.* The Town shall pay proper invoices in accordance with the Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The Town may dispute any invoice item in good faith and shall pay the undisputed portion when due.

**8. Conflicts of Interest.**

8.1 The Firm shall comply with the Rules Regulating The Florida Bar, Part III of Chapter 112, Florida Statutes, and the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

8.2 During the term, the Firm shall not represent any party adverse to the Town, or any applicant, developer or other person in a matter pending before the Town, its Council, boards or staff.

8.3 The Firm shall promptly disclose to the Town Council any actual or potential conflict, including one arising from its representation of other municipalities. Any waiver must be in writing and approved by the Town Council.

**9. Insurance.**

9.1 The Firm shall maintain, throughout the term and for three (3) years after, professional liability insurance with limits of not less than $5,000,000 per claim and in the aggregate, issued by an insurer authorized to do business in Florida.

9.2 The Firm shall also maintain workers' compensation coverage as required by Chapter 440, Florida Statutes, and commercial general liability coverage of not less than $1,000,000 per occurrence, naming the Town as an additional insured.

9.3 The Firm shall provide certificates of insurance before the Effective Date and on each renewal and shall give the Town 30 days' written notice of cancellation or material change.

**10. Termination.**

10.1 *By the Town.* The Firm serves at the will of the Town Council. The Town Council may terminate this Agreement at any time, with or without cause.

10.2 *By the Firm.* The Firm may terminate this Agreement on not less than sixty (60) days' written notice to the Town, subject to the Rules Regulating The Florida Bar governing withdrawal from representation.

10.3 *Compensation on Termination.* On termination, the Firm is entitled only to the prorated Monthly Fee through the effective date of the termination, fees for authorized Hourly Services performed through that date, and reimbursable costs incurred through that date.

**11. Public Records.**

11.1 The Firm shall comply with Florida's public records laws, including section 119.0701, Florida Statutes. Specifically, the Firm shall: (a) keep and maintain public records required by the Town to perform the Services; (b) on request of the Town's custodian of public records, provide the Town a copy of the requested records or allow them to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that public records exempt or confidential from disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Firm does not transfer the records to the Town; and (d) on completion of the Agreement, transfer at no cost to the Town all public records in the Firm's possession, or keep and maintain them in compliance with all applicable requirements for retaining public records.

11.2 Nothing in this Section requires disclosure of records protected by the attorney-client privilege, the work product doctrine, or section 119.071(1)(d), Florida Statutes.

11.3 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Town Clerk, Town of Bay Harbor Islands, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

**12. Statutory Contracting and Non-Discrimination.**

12.1 *E-Verify.* The Firm shall register with and use the E-Verify system to verify the employment eligibility of all new employees, and shall otherwise comply with section 448.095, Florida Statutes. The Firm shall require any subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and shall keep a copy of each affidavit for the duration of this Agreement. The Town shall terminate this Agreement if required by section 448.095, Florida Statutes.

12.2 *Human Trafficking.* The Firm shall provide the Town an affidavit, signed by an officer or representative of the Firm under penalty of perjury, attesting that the Firm does not use coercion for labor or services, as required by section 787.06(13), Florida Statutes.

12.3 *Foreign Country Restrictions.* The Firm attests that it is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the Firm, and that the Firm is not organized under the laws

of, and does not have its principal place of business in, a foreign country of concern, as those terms are defined in section 287.138, Florida Statutes. Because the Firm may have access to individuals' personal identifying information in performing this Agreement, the Firm shall provide the affidavit required by section 287.138, Florida Statutes.

12.4 *Scrutinized Companies.* The Firm 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 is not engaged in business operations in Cuba or Syria, as described in section 287.135, Florida Statutes. The Town may terminate this Agreement as permitted by section 287.135, Florida Statutes, if the Firm submitted a false certification, is placed on either list, or engages in business operations in Cuba or Syria.

12.5 *Israel Boycott.* The Firm certifies that it is not on the Scrutinized Companies that Boycott Israel List created under section 215.4725, Florida Statutes, and is not participating in a boycott of Israel. The Town may terminate this Agreement as permitted by section 287.135, Florida Statutes, if the Firm is placed on that list or engages in a boycott of Israel.

12.6 *Public Entity Crimes.* The Firm represents that neither it nor any affiliate has been placed on the convicted vendor list under section 287.133, Florida Statutes.

12.7 *Non-Discrimination.* In performing this Agreement, the Firm shall not discriminate against any employee, applicant or other person on the basis of race, color, religion, sex, national origin, age, disability, marital status, familial status, sexual orientation, gender identity, or any other characteristic protected by federal, state or local law, including Chapter 11A of the Code of Miami-Dade County.

**13. General Provisions.**

13.1 *Assignment.* The Firm shall not assign or subcontract this Agreement, or engage co-counsel, conflict counsel or special counsel, without the prior written approval of the Town Council.

13.2 *Governing Law; Venue.* This Agreement is governed by Florida law. Venue for any action lies exclusively in Miami-Dade County, Florida.

13.3 *Waiver of Jury Trial.* EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION ARISING OUT OF THIS AGREEMENT.

13.4 *Entire Agreement; Amendment.* This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings, written or oral. It may be amended only in writing approved by the Town Council and signed by both Parties.

13.5 *Counterparts; Electronic Signatures.* This Agreement may be executed in counterparts and by electronic signature, each of which is an original and all of which are one instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF BAY HARBOR ISLANDS, FLORIDA**

By: _____
Lindsley Noel, Town Manager

**MCCARTER & ENGLISH LLP**

By: _____
Tania Gimenez, Member

**Attest:**

_____
Evelyn Herbello, Town Clerk

**Bay Harbor Island**
**Regular Town Council Meeting**
**November 16, 2026**

**MEMORANDUM**

**Agenda #:** 16.2
**Date:** November 16, 2026
**From:** Gerald Bryan, Finance Director
**Subject:** Discussion to consider rejecting bids received in response to ITB No. 5-1035-PW-0-2026/FVR: Broad Causeway Repair Project

---

**Suggested Action:** – Reject all bids and direct staff to reissue the solicitation. Given that the only responsive bid is 17.2 percent over the estimated project cost, we recommend that the Council reject all bids, direct Town staff and our engineering consultants to review the repair quantities and revise the project estimate and bid specifications as appropriate and re-advertise the project.

**Background/Analysis:** –

**BACKGROUND**

The Town Clerk opened two timely bids for the Broad Causeway Bridge Repair project on October 21, 2026. Two additional bids were received after the submission deadline. These late bids were not opened and will be returned to the respective senders. Before the project was advertised, the Town's design and engineering consultant, Hardesty & Hanover, estimated the project cost at $4,200,000.00

After the bid opening, I reviewed both submissions to see whether they are responsive and responsible.

**BID TABULATION**

| Bidder | Bid Total | Responsive | Responsible | Status |
|---|---|---|---|---|
| Earth Tech Enterprises, Inc. | $2,956,059.00 | No | No | Non-Compliant |
| Home Express Corp. (HE Builders) | $4,922,457.35 | Yes | Yes | Qualified, but over estimate |
| | | | | |

*Note: A late bid was received after the deadline and returned unopened. It is not part of this evaluation.*

**STAFF REVIEW AND FINDINGS**

1. **Earth Tech Enterprises, (disqualified).** Earth Tech submitted the lowest price, but I recommend that it be disqualified due to lack of experience and issues with the format of the submission:
    - **No bridge experience**. The solicitation required at least five years of direct experience repairing public roadway bridges in Florida, including documented work on movable drawbridges. Earth Tech's submittal lists lake excavation, canal dredging, and shoreline seawall projects. It shows no work on roadways or movable bridges.
    - **Unit prices were left out.** Earth Tech left the unit price column blank and gave only lump-sum extensions, contrary to the instructions to bidders. Unit prices matter on bridge rehabilitation work because quantities, such as concrete spall repairs or steel coating, are determined in the field as inspections are performed.
    - **Distorted Pricing.** Some line-item prices were disproportionately high. One example is $395,000.00 for two linear feet of minor steel welding. Putting large dollar amounts on very small tasks exposes the Town to unacceptable financial risk and makes it hard to administer the contract fairly.

2. **Home Express dba HE Builders (qualified; only responsive bidder).** HE Builders turned in a complete package that follows the bid instructions. It included the required bid bond, holds the proper State of Florida general contractor license, and documented substantial public bridge rehabilitation experience with agencies such as Miami-Dade County. Its bid of $4,922,457.35 is $722,457.35, or about 17.2 percent, above the engineer's estimate of $4,200,000.00.

**RECOMMENDATION AND NEXT STEPS:**

The Council has two options:

- **Option A. -** Award to Home Express Corp. (HE Builders) as the sole responsive and responsible bidder.
- **Option B. -** Reject all bids and reissue the solicitation. Given that the only responsive bid is 17.2% over the estimated project cost. I recommend that Town staff and our engineering consultants review the repair quantities and revise the project estimate and bid specifications as appropriate, and re-advertise the project in hopes of getting more quotes and better pricing.

I recommend Option B - reject all bids and reissue the soliciation.

**Budget Impact:** – Not applicable
Continental Infrastructure Group - BID.pdf
Home Express Builders - BID.pdf

ORIGINAL

CONTINENTAL
INFRASTRUCTURE GROUP

EARTH TECH
SITE DEVELOPMENT | MARINE

INTEGRATED MATERIALS
BELL MINE

INTEGRATED
RECYCLING & DISPOSAL

PMI
PAVEMENT MAINTENANCE, LLC
PAVING MILLING CONCRETE

# RESPONSE TO

# INVITATION TO BID (ITB)

# BID NO., ITB-5-1035-PW-0-2026/FVR, BC-164 ICW BRIDGE REPAIR

**PREPARED FOR**

**TOWN OF BAY HARBOR ISLANDS**

**OCTOBER 21st, 2026**

BAY HARBOR ISLANDS
FLORIDA

BAY HARBOR
ISLANDS

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EARTH TECH
SITE DEVELOPMENT | MARINE

October 21st 2026

**RE: Letter of Interest – BC-164 ICW Bridge Repair**

Dear Evaluation Committee,

Earth Tech Enterprises, Inc. is pleased to submit this Letter of Interest for the BC-164 ICW Bridge Repair project for the Town of Bay Harbor Islands. We are excited about the opportunity to partner with the Town to rehabilitate this critical transportation asset and provide long-term structural and operational improvements to the Broad Causeway Bridge.

Since 2000, Earth Tech has successfully delivered marine and heavy civil construction projects throughout Florida, specializing in bridge rehabilitation, seawall construction and repair, structural concrete restoration, marine infrastructure improvements, and other complex waterfront projects. Our extensive experience working in navigable waterways has equipped our team with the expertise necessary to safely execute repairs while maintaining vehicular and marine traffic and protecting environmentally sensitive resources.

Earth Tech understands the technical requirements associated with the BC-164 ICW Bridge Repair project, including structural concrete rehabilitation, steel repairs, asphalt and expansion joint repairs, and repairs to bridge access components. Our team has successfully completed numerous marine and bridge-related projects requiring detailed phasing, quality control, environmental compliance, and coordination with multiple stakeholders.

Our firm maintains an EMR of 0.92, demonstrating our commitment to safety and operational excellence. Additionally, Earth Tech possesses a bonding capacity in excess of $150 million, providing the financial strength and resources necessary to successfully deliver projects of this size and complexity. We self-perform a significant portion of our work, allowing us to maintain schedule control, quality assurance, and efficient project execution from start to finish.

Earth Tech is committed to providing the Town of Bay Harbor Islands with a highly qualified team focused on safety, quality, responsiveness, and minimizing impacts to the traveling public and maritime community. We are confident that our experience, resources, and dedication to excellence make us an outstanding partner for this important bridge rehabilitation effort.

Thank you for your consideration. We look forward to the opportunity to further discuss our qualifications and demonstrate how Earth Tech can contribute to the successful completion of the BC-164 ICW Bridge Repair project.

Sincerely,

**JOE WARD**
Vice President

**Corporate Office:** 9921 Interstate Commerce Drive, Fort Myers FL, 33913
**Maintenance Facility:** 6180 Federal Court, Fort Myers FL, 33905
**Phone:** (239) 418-2550 | **EarthTechEnterprises.com**

CIG A Continental Infrastructure Group Company

CONTINENTAL
INFRASTRUCTURE GROUP

EARTH TECH
SITE DEVELOPMENT | MARINE

INTEGRATED MATERIALS
BELL MINE

INTEGRATED
RECYCLING & DISPOSAL

PAVEMENT MAINTENANCE, LLC
PMI
PAVING MILLING CONCRETE

# PRICE PROPOSAL SHEET

# Price Proposal Sheet

## ITB BC-164 ICW Bridge Repair Construction

Project Description: The Improvements under this Contract consist of repair the existing pier caps and pedestals, repair concrete parapet spalled areas, repair damaged expansion joint sealers and headers, repair asphalt spalls and settlement areas at deck, repair spalls/delaminations/cracks at top and underside of deck, replace bascule pier access ladder, repair corroded steel components at movable span, clean and spot paint structural steel and machinery components at approach and movable spans, mechanical and electrical repairs in the movable span as detailed in the Contract Documents.

| PAY ITEM | PAY ITEM DESCRIPTION | UNITS | UNIT PRICE | QUANTITIES | COST |
|---|---|---|---|---|---|
| GENERAL PAY ITEMS | | | | | |
| 101-1 | MOBILIZATION | LS | $ 300,000 | 1 | $ 300,000.00 |
| 102-1 | MAINTENANCE OF TRAFFIC | LS | $ 195,750 | 1 | $ 195,750.00 |
| 999-25 | INITIAL CONTINGENCY AMOUNT | LS | $ 0 | 1 | $ |
| | SUBTOTAL | | | | $ 495,750.00 |
| STRUCTURE | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 327-70-6 | MILLING EXISTING ASPHALT PAVEMENT, 1-1/2" AVG DEPTH | SY | $ | 24 | $27,216.00 |
| 337-7-83 | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22 | TN | $ | 4 | $3,580.00 |
| 401-70-5 | RESTORE SPALLED AREAS, CONTRACTORS OPTION | CF | $ | 509 | $232,613.00 |
| 411-2 | INJECT AND SEAL CRACKS-STRUCTURES REHAB | LF | $ | 68 | $100,300.00 |
| 460-6-2 | LADDERS AND PLATFORMS | LB | $ | 550 | $431,750.00 |
| 460-81 | RIVETS-HIGH STRENGTH BOLTS, REPLACEMENT | EA | $ | 26 | $45,500.00 |
| 460-94 | STRUCTURAL STEEL REPAIRS-WELD | LF | $ | 2 | $395,000.00 |
| 465-20 | MOVABLE BRIDGE PREVENTIVE MAINTENANCE | DA | $ | 100 | $147,500.00 |
| 465-21 | MOVABLE BRIDGE OPERATOR | DA | $ | 180 | $351,000.00 |
| 465-71-3 | MOVABLE BRIDGE FUNCTIONAL CHECKOUT, PHASE C | LS | $ | 1 | $35,750.00 |
| 561-2 | COATING EXISTING STRUCTURAL STEEL | SF | $ | 4120 | $690,100.00 |
| | SUBTOTAL | | | | $2,460,309.00 |

| | |
|---|---|
| TOTAL | $ $2,956,059.00 |

Write Total Amount in letters:

Two million nine hundred fifty-six thousand fifty-nine dollars

BID TOTAL shall include all labor, materials, equipment, overhead, profit, insurance, taxes and contingencies to complete the Project as per Plans entitled "BC-164 ICW Bridge Repair Construction". Bidder acknowledges estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Any revisions to the Plans subsequent to Bid submittal which constitute a Bid adjustment will be negotiated and agreed upon with the selected Contractor. Should an acceptable price adjustment not be agreeable to either party, an alternate Contractor may be selected.

Bidder Acknowledgement:

CONTINENTAL
INFRASTRUCTURE GROUP

EARTH TECH
SITE DEVELOPMENT | MARINE

INTEGRATED MATERIALS
BELL MINE

INTEGRATED
RECYCLING & DISPOSAL

PAVEMENT MAINTENANCE, LLC
PMI
PAVING MILLING CONCRETE

# REQUIRED FORMS

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# BID / PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder to ensure that its bid is submitted prior to the bid opening date and time listed. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit https://dos.fl.gov).

## COMPANY INFORMATION

Company (Legal Registration): Earth Tech Enterprises EIN (Optional): 59-3679652

Address: 6180 Federal Ct.

Town: Fort Myers State: FL Zip: 33905

Telephone No.: 239-774-1223 Fax No.: 239-774-1227 Email: Estimating@cigplatform.com

## ADDENDUM ACKNOWLEDGEMENT

Proposer acknowledges that the following addenda have been received and are included in the proposal:

| ADDENDUM NO. | DATE ISSUED | ADDENDUM NO. | DATE ISSUED | ADDENDUM NO. | DATE ISSUED |
|---|---|---|---|---|---|
| 1 | 8/26/2026 | 2 | 9/1/2026 | 3 | 9/10/2026 |
| 4 | 9/28/2026 | 5 | 10/9/2026 | 6 | 10/13/2026 |

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# BID / PROPOSAL CERTIFICATION

## AGREEMENT

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Town and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the Town's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the Town's protest ordinance contained in this competitive solicitation.

## SUBMITTED BY

Joe Ward
NAME (PRINTED)

SIGNATURE

10/20/2026
DATE

Vice President
TITLE

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# E-VERIFY AFFIDAVIT

SECTION 448.095, FLORIDA STATUTES

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town of Bay Harbor Islands to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide proof of its enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

IN THE PRESENCE OF:

Debra Deiacova
WITNESS #1 SIGNATURE

Debra Deiacova
WITNESS #1 PRINT NAME

Joshua Chase
WITNESS #2 SIGNATURE

Joshua Chase
WITNESS #2 PRINT NAME

SIGNED, SEALED AND DELIVERED BY:

SIGNATURE

Joe Ward
PRINT NAME

Vice President
TITLE

Earth Tech Enterprises
ENTITY NAME

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# E-VERIFY AFFIDAVIT

SECTION 448.095, FLORIDA STATUTES

## ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of October, 2026, by Joe Ward (name of person) as Vice President (type of authority) for Earth Tech Enterprises (name of party on behalf of whom instrument is executed).

ALLYSON JONSSON
Notary Public
State of Florida
Comm# HH568666
Expires 8/29/2028

Allyson Jonsson
NOTARY PUBLIC (PRINT, STAMP, OR TYPE AS COMMISSIONED)

☒ Personally known to me; or

☐ Produced identification (Type of Identification: _____)

☐ Did take an oath; or

☐ Did not take an oath

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 322056

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Earth Tech Enterprises Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

**Note**: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note**: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note**: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.

The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

**B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

## B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI
## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 322056

**Approved by:**

| **Employer** | |
|---|---|
| Earth Tech Enterprises Inc. | |
| **Name** (Please Type or Print)<br>Lisa Gehring | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>04/26/2010 |
| **Department of Homeland Security – Verification Division** | |
| **Name** (Please Type or Print)<br>USCIS Verification Division | **Title** |
| **Signature**<br>Electronically Signed | **Date**<br>04/26/2010 |

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

**Company ID Number:** 322056

| Information Required for the E-Verify Program<br>**Information relating to your Company:** | |
|---|---|
| **Company Name** | Earth Tech Enterprises Inc. |
| **Company Facility Address** | 6180 Federal Court<br>Fort Myers, FL 33905 |
| **Company Alternate Address** | |
| **County or Parish** | LEE |
| **Employer Identification Number** | 593679652 |
| **North American Industry Classification Systems Code** | 238 |
| **Parent Company** | |
| **Number of Employees** | 100 to 499 |
| **Number of Sites Verified for** | 1 site(s) |

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

| | |
|---|---|
| FL | 1 |

**Company ID Number:** 322056

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

| | |
|---|---|
| Name | Lisa Gehring |
| Phone Number | 2397741223 |
| Fax | 2397741227 |
| Email | lisa@earthtechenterprises.com |

| | |
|---|---|
| Name | Kathy Rossi |
| Phone Number | 2397387900220 |
| Fax | |
| Email | krossi@seagatedevelopmentgroup.com |

This list represents the first 20 Program Administrators listed for this company.

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY
SECTION 787.06(13), FLORIDA STATUTES

**THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an authorized officer or representative of Earth Tech Enterprises, a nongovernmental business entity authorized to conduct business in the State of Florida, and attest that said entity does not use coercion for labor or services in connection with any contract, renewal, or extension entered into with a governmental entity in the State of Florida.

For purposes of this affidavit, "coercion" has the meaning provided in section 787.06, Florida Statutes, and includes knowingly providing or obtaining labor or services by:

1. Using or threatening to use physical harm against any person;
2. Restraining, isolating, or threatening to restrain or isolate any person;
3. Withholding, destroying, or confiscating a passport, immigration document, or other personal identification document;
4. Threatening financial harm to any person; or
5. Using fraud or deception.

Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

By: _____

Name: Joe Ward

Title: Vice President

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY
SECTION 787.06(13), FLORIDA STATUTES

## NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me by means of ☒ physical presence or ☐ online notarization this 20th day of October, 2026, by Joe Ward, as Vice President of Earth Tech Enterprises, a nongovernmental entity authorized to conduct business in the State of Florida. He/She is ☒ personally known to me or ☐ has produced _____ (Type of Identification) as identification.

ALLYSON JONSSON
Notary Public
State of Florida
Comm# HH568666
Expires 8/29/2028

Allyson Jonsson
SIGNATURE OF NOTARY PUBLIC

Allyson Jonsson
PRINT, TYPE OR STAMP NAME OF NOTARY

SERIAL NUMBER, IF ANY

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

SECTIONS 287.138, 288.007 & 692.201–692.204, FLORIDA STATUTES

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

SECTIONS 287.138, 288.007 & 692.201–692.204, FLORIDA STATUTES

## EXECUTION

Date: October 20th, 2026 Signed: [signature]

Entity: Earth Tech Enterprises Name: Joe Ward

Title: Vice President

## NOTARY ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of October, 2026, by Joe Ward, as Vice President for Earth Tech Enterprises, who is personally known to me or who has produced _____ as identification.

[signature]
NOTARY PUBLIC SIGNATURE – STATE OF FLORIDA AT LARGE

ALLYSON JONSSON
Notary Public
State of Florida
Comm# HH568666
Expires 8/29/2028

Allyson Jonsson
PRINT NAME

MY COMMISSION EXPIRES

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Lee

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
Joe Ward
Title: Vice President

## NOTARY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 20th day of October, 2026, by Joe Ward [name of person], as Vice President [type of authority], for Earth Tech Enterprises [name of party on behalf of whom instrument was executed].

ALLYSON JONSSON
Notary Public
State of Florida
Comm# HH568666
Expires 8/29/2028

_____
NOTARY PUBLIC – STATE OF FLORIDA

Allyson Jonsson
PRINT OR TYPE COMMISSIONED NAME

☒ Personally Known OR ☐ Produced Identification

Type of Identification Produced: _____

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

| NAME | RELATIONSHIPS |
| --- | --- |
| None | |
| | |

In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# DISPUTE DISCLOSURE FORM

**Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.**

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

   YES _____ NO __X__

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

   YES _____ NO __X__

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

   YES _____ NO __X__

   If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# DISPUTE DISCLOSURE FORM

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Bay Harbor Islands.

Earth Tech Enterprises
FIRM

10/20/2026
DATE

AUTHORIZED SIGNATURE

Joe Ward, Vice President
PRINT OR TYPE NAME AND TITLE

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ADDENDUM NO. 1

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued August 26, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

## 1. REVISED PRE-BID MEETING AND SOLICITATION SCHEDULE

Due to an unforeseen emergency, the previously scheduled pre-bid meeting has been rescheduled. The revised pre-bid meeting will be held on Wednesday, September 2, 2026, at 11:00 p.m., at Town Hall, 1045 95th Street, Bay Harbor Islands, Florida 33154.

Attendance at the pre-bid meeting is **not mandatory** and is not a condition for submitting a bid.

As a result of this schedule change, the following solicitation dates are also revised:

| SOLICITATION EVENT | REVISED DATE AND TIME |
|---|---|
| **Pre-Bid Meeting** | Wednesday, September 2, 2026, at 11:00 a.m. |
| **Deadline for Questions** | Wednesday, September 9, 2026 |
| **Bid Opening/Submission Deadline** | September 16, 2026, at 3:00p.m. |

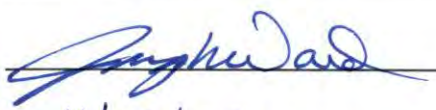
All other terms, conditions, specifications, and requirements of the solicitation remain unchanged.

**Fausto Vargas-Reyes**
Procurement Officer

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

Company Name: Earth Tech Enterprises

Bidder's Signature: 

Date: 10/20/2026

# ADDENDUM NO. 2

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued September 1, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

## 1. RESPOND TO QUESTIONS SUBMITED

1. Is there an engineer's estimate for this project?

   **Response:** The Engineers estimate for this project is $4.2M

2. There are 3 pay items on the pay item sheet

- Initial Contingency Amount: Please advise?

  **Response:** FDOT Pay Item 999-25 is an initial contingency amount and is not a bid item. The amount will be established by the Town of Bay Habor Islands, typically at approximately 10% of the total construction cost, in accordance with the FDOT Basis of Estimates Manual and the Construction Project Administration Manual (CPAM). Contractors shall not include a value for this pay item in their bid proposal.

- Phase Construction: Please clarify or remove from bid items?

  **Response:** Phase Construction bid item line to be removed.

- Construction Work Over Water: Please clarify or remove from bid items?

  **Response:** Construction work Over water bid item line to be removed.

3. **Expansion Joints:** There is no pay item for expansion joints or corresponding linear footage (LF). Please clarify

   **Response:** Expansion joints repairs were removed from this project.

4. **Spall Repairs:** The pay item identifies 509 CF; however, the vendor indicates that the plans appear to show less than half of that quantity. Please clarify how the 509 CF quantity was calculated.

   **Response:** The quantities for spall repairs include the locations shown in the contract plans and have been increased by 100% as a contingency to accommodate potential future deterioration and any additional damaged concrete encountered during repair operations. This contingency was established based on our previous experience with bridge rehabilitation

projects in the same geographic area, where similar structures have been exposed to the same aggressive coastal and marine environment. Given the potential for concealed deterioration and the continued effects of chloride exposure, the additional quantity is intended to ensure adequate repairs can be completed if further deterioration is encountered during construction.

5. **Polymer Nosing for Expansion Joint Header Repairs:** There does not appear to be a pay item or quantity for header spalling at the expansion joints. Please clarify and provide the applicable quantity, if required.

   **Response:** Expansion joints repairs, including polymer nosing repairs for joint headers, were removed from this project

6. **Pay Item 561-2 / Movable Bridge Counterweights:** Pay Item 561-2 appears to include work associated with balancing the additional weight resulting from the temporary steel barrier and coating of the existing structural steel. However, there is no separate line item for movable bridge counterweights or furnishing and installing counterweight blocks, typically measured in pounds (LBS). Please clarify whether engineering and bridge balancing are required as part of this pay item and whether these costs should be included in the contractor's price.

   **Response:** Temporary steel barriers are required in the movable span to divert traffic and protect workers during the coating of the existing structural steel. As indicated in the Construction Sequence Notes on Sheet B-9, the Contractor shall furnish, install, maintain, and remove the temporary steel barriers. The installation of the temporary steel barriers will increase the dead load of the movable span. Therefore, the Contractor shall be responsible for evaluating the impact of the additional weight and providing any necessary bridge balancing measures to maintain proper movable bridge operation during construction. All costs associated with engineering analysis, bridge balancing, temporary counterweights (if required), and any related work necessary to accommodate the temporary steel barriers shall be included in the Contractor's bid price for Pay Item 561-2. No separate payment will be made for these activities.

7. **Temporary Steel Barrier:** The plans call for a temporary steel barrier but do not identify the location or required linear footage. In addition, the plans reference a **"Type K Temporary Concrete Barrier."** Please clarify the type of temporary barrier required, its location, and the applicable quantity/linear footage.

   **Response:** The location of the temporary steel barrier shall be as shown for the Type K Temporary Concrete Barrier on sheet B-9 within the movable span. The Contractor shall determine the type of barrier system and the associated quantities required to maintain traffic and provide worker protection in accordance with the Construction Sequence Notes and all the applicable contract requirements. All costs associated with furnishing, installing,

maintaining, relocating, and removing the temporary steel barriers shall be included in the Contractor's bid price. No separate payment will be made for this work.

8. **Traffic Barrier included in steel coating line:** Is there a mistake being that the cost of installation and balancing traffic barrier is included on the steel coating line item?

**Response:** No mistake. Temporary steel barriers are required in the movable span to divert traffic and protect workers during the coating of the existing structural steel. As indicated in the Construction Sequence Notes on Sheet B-9, the Contractor shall furnish, install, maintain, and remove the temporary steel barriers. The installation of the temporary steel barriers will increase the dead load of the movable span. Therefore, the Contractor shall be responsible for evaluating the impact of the additional weight and providing any necessary bridge balancing measures to maintain proper movable bridge operation during construction. All costs associated with engineering analysis, bridge balancing, temporary counterweights (if required), and any related work necessary to accommodate the temporary steel barriers shall be included in the Contractor's bid price for Pay Item 561-2. No separate payment will be made for these activities.

All other terms, conditions, specifications, and requirements of the solicitation remain unchanged.

Fausto Vargas-Reyes
Procurement Officer

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

Company Name: Earth Tech Enterprises

Bidder's Signature: 

Date: 10/20/2026

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ADDENDUM NO. 3

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued September 10, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

and Specifications and shall be included with all contract documents.

## 1. REVISED SOLICITATION SCHEDULE

The opening date for this solicitation will be extended.

As a result of this schedule change, the following are the new dates:

| SOLICITATION EVENT | REVISED DATE AND TIME |
|---|---|
| **Deadline for Questions** | September 21, 2026 |
| **Bid Opening/Submission Deadline** | September 30, 2026, at 3:00p.m. |

## 2. RESPOND TO QUESTIONS SUBMITED

1. Considering the specific scope of work, upcoming site visit coordination, and remaining bid prep time, we respectfully request an extension to the current bid due date?

   **Response:** Please see Addendum # 3

2. Steel Traffic Barrier and Lane Closures: What is the maximum length/minimum length of a work zone allowed? Or is the intent of the plans to have a steel traffic barrier across the entire length of the bridge? Please clarify.

   **Response:** The length of the work zone is up to the Contractor's discretion and needs. It is not the intent to have steel traffic barrier/temporary barrier Type K for the entire bridge.

3. Steel Traffic Barrier and Bridge Openings: Steel traffic barriers, if deployed on the bascule leaf, cannot be removed quickly. In respect to bridge openings, does the town

want the steel barrier for lane closures to be bolted to the bridge deck, so the bridge can open while the steel traffic barriers are deployed? Please clarify. Furthermore, do you want the steel barrier bolted to the rest of the bridge? If so, please clarify that the lane closures can be 24 hours and/or until work is completed per lane closure? Is there any lane closure restrictions? Please clarify.

**Response:** Steel traffic barriers shall be bolted to the bascule leaf open grating deck. Contractor shall affix the barrier and balance the bascule leaves to allow the bascule span to operate with the temporary barriers in place while work is being performed on the bascule leaf. The Contractor shall retain a Florida-licensed Professional Engineer to develop and submit the bascule span construction balance and barrier details. For the approach spans, use Temporary Type K Barriers as depicted in the Construction Sequence sheets. The duration and length of the work zone shall be at the Contractor's discretion based on the requirements of the work. There are no additional lane closure restrictions, and the lane closure may remain in place continuously until the work within the respective lane is completed.

4. The plans call for a steel barrier be attached to the bascule bridge deck. There is not a manner to transition from the concrete barrier along the concrete bridge deck to the proposed steel barrier on the bascule bridge deck/grating. This would require a "break" or gap in the barrier so that the counter-weight side of the lift span is able to move without interference. A gap/break between barrier wall pieces is not in conformance with MUTCD or FDOT standards.

   **Response:** The barrier system shall be configured such that operation of the bascule span is not obstructed, and the required clearances for movement and balance of the bascule leaf is maintained. The Contractor shall provide a proposed transition detail between the Temporary Type K concrete barrier on the approach span and the steel traffic barrier attached to the bascule leaf. The proposed configuration shall comply with applicable FDOT and MUTCD requirements and shall not incorporate an unprotected gap or discontinuity in the barrier system that would compromise its intended function. The Contractor shall retain a Florida-licensed Professional Engineer to develop and submit the proposed bascule span construction balance and barrier transition detail, including connections, anchorage, and required clearances for operation of the bascule span, to the Engineer of Record for review and approval prior to installation

5. Would the owner consider terminating the barrier wall at the end of the approach spans and then re-starting the barrier immediately past the bascule span? if an

additional attenuator is required for that point, there are other alternatives such as sand drums or a SLED attenuator that are FDOT QPL approved to be placed on bridge deck. Typical attenuators cannot be drilled into the deck due to the length of the fasteners.

**Response:** The Owner will consider terminating the temporary concrete barrier at the end of the approach span and re-establishing the barrier immediately beyond the bascule span, provided that the resulting configuration complies with applicable FDOT requirements and maintains the required protection for the work zone and traveling public. Where an impact attenuator is required at a barrier termination, the Contractor may propose an FDOT APL-approved system suitable for installation on the bridge deck and compatible with the available anchorage and deck conditions. Systems that do not require drilling into the bridge deck, such as approved sand barrel arrays or other approved non-anchored systems, may be considered. The Contractor shall retain a Florida-licensed Professional Engineer to develop and submit the proposed barrier termination and impact attenuator configuration, including applicable FDOT/APL details and required clearances, to the Engineer of Record for review and approval prior to installation.

6. For bridge tendering: Is the bridge tender required 24 hours per day, or certain hours?.

   **Response:** The bridge tender is required 24 hours per day 7 days per week.

7. Pricing Page: Please provide the updated pricing page to be completed, based on the feedback from Amendment # 2.

   **Response:** Please see addendum # 3

All other terms, conditions, specifications, and requirements of the solicitation remain unchanged.

# ADDENDUM NO. 3

ITB No. 5-1035-PW-0-2026/FVR

**Fausto Vargas-Reyes**
Procurement Officer

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

| | |
|---|---|
| Company Name | Earth Tech Enterprises |
| Bidder's Signature | |
| Date | 10/20/2026 |

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ADDENDUM NO. 4

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued September 28, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

## 1. REVISED SOLICITATION SCHEDULE

The deadline for submitting questions and the bid opening date will be extended.

| SOLICITATION EVENT | REVISED DATE AND TIME |
|---|---|
| **Deadline for Questions** | October 12, 2026 |
| **Bid Opening/Submission Deadline** | October 21, 2026, at 3:00p.m. |

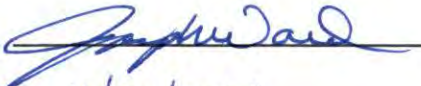
All other terms, conditions, specifications, and requirements of the solicitation remain unchanged.

**Fausto Vargas-Reyes**
Procurement Officer

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

Company Name: Earth Tech Enterprises

Bidder's Signature: 

Date: 10/20/2026

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued October 9, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

and Specifications and shall be included with all contract documents.

## 1. RESPOND TO QUESTIONS SUBMITED

1.For the MOVEABLE BRIDGE FUNCTIONAL CHECKOUT, PHASE C.

Are we only testing to make sure the bascule leafs are working? Please define the town's expectations. There is no electrical, nor moveable machinery on this project. The spec for this pay item encompasses checking a lot more than we are working on.

**Response:**

The scope of work within the movable span is limited to spot painting of the movable span. No electrical, mechanical, or bridge operation system modifications are included as part of this project. Accordingly, the Town's expectation is that, upon completion of construction, the bridge will be operated to verify that the bascule leaves open and close properly and that the work performed has not adversely affected the normal operation of the bridge. No modifications to the bridge operating systems are anticipated; however, a functional checkout of the movable span shall be performed throughout the construction process to verify that the movable bridge remains fully operational.

The functional checkout shall include the following as outlined in Technical Special Provisions T465:

1. Pre-Construction Testing

Prior to commencing work, test the span operating sequence, verify proper operation of all interlocks, and document existing conditions.

2. Final Operational Testing

Upon completion of the work, perform a final operational test of the span operating sequence and verify proper operation of all interlocks. Chart record operating current for all motors.

Upon successful completion of the final operational testing, the bridge shall be demonstrated to operate in a manner consistent with its pre-construction condition, confirming that the work performed has not adversely affected the normal operation of the bridge.

As part of this addendum you will find Technical Special provisions for movable bridges section T465

2. After speaking with our engineers, to add 300 LF of steel barrier on the bascule leafs, that would equal 18000-20000 lbs. That would require somewhere around 850 counterweight blocks. (425 blocks per counterweight). The blocks we selected are 80.5 lbs/block.

Has it been verified by the city that 850 counterweights can even fit on the bridge? If the counterweights cannot fit on the bridge, a steel barrier may not be able to be placed on the deck and bolted in. There are no "AS BUILTS" given with this project.

**Response:**

The temporary steel barrier system was intended to provide an additional level of protection for workers on the movable span during construction. However, it was determined by The Town of Bay Harbor Islands, with assistance from the Designer (H&H), that the counterweight pockets do not have adequate capacity to accommodate the required additional balance blocks to balance the span. Since there is no work on the deck of the bascule span and no drop off hazard, the temporary steel barrier system is no longer required to be included in the Contractor's MOT Plan.

3. Could you please provide the as-built drawings for the existing bridge and movable span mechanism?

**Response:**

The existing bridge structural, mechanical, and electrical plans, including the original construction plans from 1950 and rehabilitation plans from 2014, will be provided in this addendum.

All other terms, conditions, specifications, and requirements of the solicitation remain unchanged.

**Fausto Vargas-Reyes**
Procurement Officer

# ADDENDUM NO. 5

ITB No. 5-1035-PW-0-2026/FVR

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

Company Name: Earth Tech Enterprises

Bidder's Signature: 

Date: 10/20/2026

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ADDENDUM NO. 6

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued October 13, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

and Specifications and shall be included with all contract documents.

## 1. RESPOND TO QUESTIONS SUBMITED

1. Given that the concrete barrier on the rest of the bridge remains as required, please clarify if you want cones or drums to replace the steel barrier portion over the steel leafs portion on the bridge? **THERE IS NO OBJECTION FROM THE TOWN AND ENGINEER REGARDING THE USE OF THESE DEVICES** If not, please provide an MOT plan that contractors can follow. As currently presented in the plans, even with drums; it will not match any required design standards as required in the plans, and this must be dropped as a written requirement. If not, then please clarify the cities expectation and direction and provide updated MOT plans to match the intention of Amendment #5?

**Response:**

Contract Plan Sheet B-9, "Construction Sequence," has been revised and is included in this Addendum. The revised sheet removes the temporary steel barrier and Type K temporary concrete barrier and replaces them with channelizing devices in accordance with FDOT Standard Plans Index 102-600.

The Town and Engineer of Record have no objection to the use of appropriate channelizing devices, including cones or drums, provided they comply with applicable FDOT requirements and the approved Maintenance of Traffic (MOT) plan.

The Contractor shall be responsible for preparing and submitting signed and sealed MOT plans, developed by a Professional Engineer licensed in the State of Florida, for review and approval by the Town of Bay Harbor Islands and the Engineer of Record.

The revised Contract Plan Sheet B-9 establishes the intended construction sequence and MOT concept. No additional revisions to the proposed construction sequence or MOT concept are anticipated at this time.

**Fausto Vargas-Reyes**
Procurement Officer

# ADDENDUM NO. 6

ITB No. 5-1035-PW-0-2026/FVR

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

| | |
|---|---|
| Company Name | Earth Tech Enterprises |
| Bidder's Signature |  |
| Date | 10/26/2026 |

# AIA® Document A310™ – 2010

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*
Earth Tech Enterprises, Inc.
6180 Federal Court
Fort Myers, FL 33905

**SURETY:**
*(Name, legal status and principal place of business)*
Harco National Insurance Company
4200 Six Forks Road, Suite 1400
Raleigh, NC 27609

**OWNER:**
*(Name, legal status and address)*
Town of Bay Harbor Islands
1045 95th Street
Town of Bay Harbor Islands, FL 33154

**BOND AMOUNT:** Five Percent of the Total Amount Bid**********($ 5% )

**PROJECT:**
*(Name, location or address, and Project number, if any)*
BC-164 - ICW Bridge Repair
Town of Bay Harbor Islands, Florida

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of September, 2026

| | |
|---|---|
| *(Witness)* | Earth Tech Enterprises, Inc. |
| | *(Principal)* Christopher Gehring President *(Seal)* |
| | *(Title)* |
| | Harco National Insurance Company |
| *(Witness)* Michele Hardesty, Witness as to Surety | *(Surety)* *(Seal)* |
| | *(Title)* Gregory J. Risnychok, Attorney-in-Fact |

EARTH TECH ENTERPRISES, INC. CORPORATE SEAL FLORIDA

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08119

# POWER OF ATTORNEY

Bond # ETE1504

## HARCO NATIONAL INSURANCE COMPANY
## INTERNATIONAL FIDELITY INSURANCE COMPANY

**Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609**

**KNOW ALL MEN BY THESE PRESENTS**: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GREGORY J. RISNYCHOK, LAUREN WHITNEY BRUZEK

Wayne, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

## CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 16, 2026

A00289

Irene Martins, Assistant Secretary

IAT INSURANCE GROUP Surety

# CONSENT OF SURETY

The Harco National Insurance Company a corporation organized and existing under the laws of the State of Illinois, hereby guarantees the proposal of

Earth Tech Enterprises, Inc.

to Town of Bay Harbor Islands

for BC-164 - ICW Bridge Repair

and further guarantees that if the contract is awarded to the said

Earth Tech Enterprises, Inc.

that the said Earth Tech Enterprises, Inc.

will execute said contract within the period of time required after its delivery for that purpose; and further guarantees that if the contract is so awarded to the said

Earth Tech Enterprises, Inc.

that it will become surety on bond guaranteeing the faithful performance of said contract.

In Witness Whereof, the said Harco National Insurance Company has caused this agreement to be signed by proper officers and its corporate seal to be hereunto affixed, this 16th day of September ,20 26

Harco National Insurance Company

By: Gregory J. Rishychok, Attorney-in-Fact

Bond No. ETE1504

# POWER OF ATTORNEY

Bond # ETE1504

## HARCO NATIONAL INSURANCE COMPANY
## INTERNATIONAL FIDELITY INSURANCE COMPANY

**Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609**

**KNOW ALL MEN BY THESE PRESENTS**: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GREGORY J. RISNYCHOK, LAUREN WHITNEY BRUZEK

Wayne, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1984 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

## CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 16, 2026

A00289

Irene Martins, Assistant Secretary

# HARCO NATIONAL INSURANCE COMPANY

1701 GOLF ROAD, SUITE 1-600, ROLLING MEADOWS, IL 60008

## STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS
## AT DECEMBER 31, 2025

### ASSETS

| | |
|---|---|
| Bonds (Amortized Value) | $190,463,802 |
| Stocks (Preferred Stocks) | 12,219,973 |
| Stocks (Common Stocks) | 1,314,699,186 |
| Cash, Bank Deposits & Short-Term Investments | 117,085,365 |
| Other Invested Assets | 3,714,000 |
| Unpaid Premiums & Assumed Balances | 93,405,783 |
| Deferred Premiums, Agents Balances & Installments booked | 8,386,436 |
| Reinsurance Recoverable from Reinsurers | 47,226,955 |
| Reinsurance - Funds Held by or deposited with reinsured companies | 22,464,076 |
| Current Federal & Foreign Income Tax Recoverable & Interest | 8,095,166 |
| Investment Income Due and Accrued | 2,727,906 |
| Receivables from Parent Subsidiaries & Affiliates | 7,310,994 |
| Other Assets | 1,001,937 |
| **TOTAL ASSETS** | **$1,828,801,579** |

### LIABILITIES, SURPLUS & OTHER FUNDS

| | |
|---|---|
| Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses) | $220,481,991 |
| Reinsurance payable on paid losses & loss adjustment expense | 6,897,981 |
| Loss Adjustment Expenses | 53,102,653 |
| Commissions Payable, Contingent Commissions & Other Similar Charges | 3,810,343 |
| Other Expenses (Excluding Taxes, Licenses and Fees) | 0 |
| Taxes, Licenses & Fees (Excluding Federal Income Tax) | 984,220 |
| Current federal and foreign income taxes | 0 |
| Net Deferred Tax Liability | 12,146,138 |
| Unearned Premiums | 161,650,739 |
| Advance Premium | 736,060 |
| Ceded Reinsurance Premiums Payable | 65,309,444 |
| Funds held by Company under reinsurance treaties | 30,977,229 |
| Amounts Withheld by Company for Account of Others | 46,204,657 |
| Payable to Parent Subsidiaries & Affiliates | 8,429,898 |
| Other Liabilities | 3,672,564 |
| **TOTAL LIABILITIES** | **$614,403,917** |
| Common Capital Stock | $3,500,004 |
| Gross Paid-in & Contributed Surplus | 670,781,834 |
| Unassigned Funds (Surplus) | 540,115,824 |
| Surplus as Regards Policyholders | $1,214,397,662 |
| **TOTAL LIABILITIES, SURPLUS & OTHER FUNDS** | **$1,828,801,579** |

I, John Mruk, Treasurer of HARCO NATIONAL INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2025, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Illinois.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 9th day of March, 2026.

HARCO NATIONAL INSURANCE COMPANY

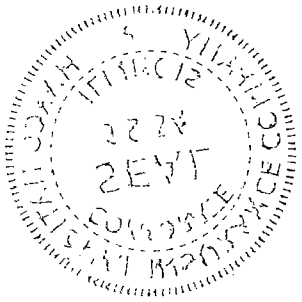
John M. Mruk

SIGNED AND SWORN to before me on this 10th day of March, 2026.

Ryan C Smith

NOTARY PUBLIC, STATE OF NC

RYAN C SMITH NOTARY PUBLIC FRANKLIN COUNTY, NC My Commission Expires 12-28-26



# *State of Florida*
## *Department of State*

I certify from the records of this office that HARCO NATIONAL INSURANCE COMPANY is an Illinois corporation authorized to transact business in the State of Florida, qualified on May 19, 1958.

The document number of this corporation is 812794.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on May 1, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-seventh day of August, 2019***




***Secretary of State***

**Tracking Number: 2760207576CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

CONTINENTAL
INFRASTRUCTURE GROUP

EARTH TECH
SITE DEVELOPMENT | MARINE

INTEGRATED MATERIALS
BELL MINE

INTEGRATED
RECYCLING & DISPOSAL

PAVEMENT MAINTENANCE, LLC
PMI
PAVING . MILLING . CONCRETE

# ADDITIONAL INFORMATION

EARTH TECH
SITE DEVELOPMENT | MARINE

# COMPLETED PROJECT INFORMATION

## NATHAN BENDERSON PARK

### PROJECT INFORMATION

| | |
|---|---|
| Contract Value: | $2,129,383.20 |
| Completed: | February 2026 – September 2026 |
| Type of Project: | Shoreline Stabilization, Steel Sheet Pile Cofferdam, Dewatering & Structural Concrete Boat Ramp Reconstruction |
| Location: | Sarasota, Florida |

### OWNER INFORMATION

| | |
|---|---|
| Owner: | Sarasota County |
| Owner Contact: | Douglas W. Mann, P.E. – APTIM Environmental & Infrastructure, LLC<br>Douglas.Mann@aptim.com |

### PROJECT DESCRIPTION

Major marine and heavy civil construction project at Nathan Benderson Park involving shoreline stabilization, extensive rock armoring, temporary steel sheet pile cofferdam construction, dewatering, and reconstruction of the park's structural concrete boat ramp.

Earth Tech performed excavation and regrading of the existing lake bank; installation of geotextile; placement of bedding, foundation stone and armor stone/riprap; and construction of the engineered shoreline revetment system. The permitted work incorporated approximately 4,523 CY of riprap along 3,460 LF of shoreline, approximately 2,190 CY of excavation, and an additional 863 CY of riprap for the 1,550-LF breakwater system.

For the boat ramp reconstruction, Earth Tech installed a temporary steel sheet pile cofferdam, isolated the construction area from the lake, and completely dewatered the work area to allow construction to be performed in the dry. Work included maintaining the dewatered excavation throughout construction, demolition of the existing ramp, excavation and subgrade preparation, installation of permanent ShoreGuard SG-950 vinyl sheet piling with ArmorWare AW-1500 aluminum cap, and construction of the new reinforced concrete boat ramp.

Additional work included concrete sidewalks, dock pile replacement, removal and reinstallation of the existing floating dock, environmental and turbidity controls, surveying, restoration, and coordination of marine and upland heavy equipment operations within an active regional park.

CIG

EARTH TECH
SITE DEVELOPMENT | MARINE

# COMPLETED PROJECT INFORMATION

## AVE MARIA – LAKE PN1B & LAKE PN1C

### PROJECT INFORMATION

| | |
|---|---|
| Contract Value: | $2,423,023.20 |
| Completed: | January 2026 – September 2026 |
| Type of Project: | Repairs, Dewatering & Lake Rehabilitation |
| Location: | Ave Maria, Florida |

### OWNER INFORMATION

| | |
|---|---|
| Owner: | Ave Maria Development LLLP |
| Owner Contact: | David Hurst – Peninsula Engineering<br>(239) 403-6700<br>DHurst@pen-eng.com |

### PROJECT DESCRIPTION

Major lake rehabilitation and heavy civil construction project involving temporary cofferdams/plugs, bypass pumping, complete dewatering of Lake PN1B and Lake PN1C work areas, excavation, lake-bank reconstruction, liner installation, erosion protection and final restoration.

Earth Tech constructed the temporary isolation systems necessary to separate the active work areas from the existing interconnected lake system, including cofferdams/earthen plugs and continuous bypass pumping to maintain water conveyance while the work areas were dewatered. Dewatering operations were substantial, with the contract carrying 120 days of dewatering for PN1B and 90 days for PN1C.

Once dewatered, Earth Tech performed extensive excavation and reconstruction of the lake slopes, including approximately 16,000 CY of excavation at PN1B and 12,000 CY at PN1C under the original scope, along with clay placement, muck handling as required, temporary access systems and restoration.

During construction, the lake sealing system was modified to incorporate Bentoliner, with Earth Tech supplying and installing approximately 11 acres at Lake PN1B and 6 acres at Lake PN1C — 17 acres total. The installation included Earth Tech's labor and heavy equipment operations.

The project required extensive coordination of water management, cofferdam/isolation systems, bypass pumping, long-duration dewatering, earthwork, excavation, heavy equipment operations, liner installation, temporary access, erosion protection and final site restoration while maintaining the functionality of the surrounding Ave Maria stormwater/lake system.

CIG

EARTH TECH
SITE DEVELOPMENT | MARINE

# COMPLETED PROJECT INFORMATION

# MIRA BAY – SEAWALL STABILIZATION

## PROJECT INFORMATION

| | |
|---|---|
| Contract Value: | $17,262,465.88 |
| Completed: | February 2020 – July 2022 |
| Type of Project: | Seawall Stabilization |

## OWNER INFORMATION

| | |
|---|---|
| Owner: | Harbor Bay Community Development District |
| Owner Contact: | Christopher Gamache, P.E., Cardno<br>380 Park Place Blvd., Suite 300<br>Clearwater, FL 33759<br>727-431-1615<br>christopher.gamache@cardno.com |

## PROJECT DESCRIPTION

Design-Build project providing stabilization and reconstruction of the existing seawall system throughout the community. Work included demolition and removal of failing concrete caps and seawall sections as required; removal and reinstallation of existing docks; and construction of approximately 30,000 linear feet of new seawall and concrete cap.

New seawall construction utilized CMI UC30 1.5' × 16', UC30 1.5' × 18', and UC75 1.5' × 20' composite sheet piles, Manta Ray anchoring systems, drainage systems, reinforced concrete caps, backfill, grading, and sod restoration.

Concrete and drainage improvements included the installation of concrete headwalls, catch basins, drainage structure walls, concrete culvert pass-throughs, wing walls, return walls, and associated reinforced concrete components and drainage connections.

Construction was performed using a combination of marine-based barges and upland equipment, requiring extensive coordination of marine and land-side operations. The project also required significant resident, owner, engineer, and stakeholder coordination to maintain access and minimize impacts throughout the community during construction.

CIG

EARTH TECH
SITE DEVELOPMENT | MARINE

# COMPLETED PROJECT INFORMATION

## WEST MARTELLO HURRICANE SEAWALL REPAIR

### PROJECT INFORMATION

| | |
|---|---|
| Contract Value: | $2,677,000 |
| Completed: | April 2022 – August 2022 |
| Type of Project: | Seawall Repair |
| Location: | Key West, Florida |

### OWNER INFORMATION

| | |
|---|---|
| Owner: | Monroe County BOCC |
| Owner Contact: | Cary Knight, Director of Project Management<br>1100 Simonton Street<br>Key West, FL 33040<br>305-292-4527<br>Knight-Cary@monroecounty-fl.gov |

### PROJECT DESCRIPTION

Hurricane Irma recovery and shoreline stabilization project at the historic West Martello/Higgs Beach property in Key West. The work included structural repair and stabilization of the damaged concrete seawall/jetty system, demolition and removal of failed shoreline components, reconstruction of reinforced seawall sections, placement of backfill, and restoration of the affected shoreline areas. Construction was performed in an environmentally and historically sensitive waterfront location requiring coordination with Monroe County, the public, and adjacent West Martello/Key West Garden Club operations.

County project updates from 2022 specifically describe the final Irma-repair phase as seawall repairs with backfill performed in approximately 100-foot sections. Earth Tech's work at West Martello was later publicly referenced as "stabilization repair work at the West Martello jetty in Key West," which is useful third-party confirmation for a qualifications package.

CIG

CONTINENTAL
INFRASTRUCTURE GROUP

EARTH TECH
SITE DEVELOPMENT | MARINE

INTEGRATED MATERIALS
BELL MINE

INTEGRATED
RECYCLING & DISPOSAL

PMI

# MARINE COMPLETED PROJECT LIST

| PROJECT YEAR | JOB NAME | OWNER | CONTRACT AMOUNT |
|---|---|---|---|
| 2026 | Admiralty Point Condominium | Admiralty Point Condominium | $ 600,000.00 |
| 2026 | South Seas Resort Shoreline Revetment | South Seas Island Resort | $ 5,110,182.00 |
| 2026 | Nathan Benderson Park | Sarasota County | $ 2,129,383.00 |
| 2026 | Ave Maria – Lake PN1B & Lake PN1C | Ave Maria Development LLLP | $ 2,423,023.00 |
| 2026 | Sunshine Key Floating Docks & Seawall | Sunshine Key RV Resort | $ 3,900,000.00 |
| 2026 | 100 Bay Road | Continental Construction | $ 1,200,000.00 |
| 2026 | The Billows Condominium | The Billows Condominium | $ 765,000.00 |
| 2026 | 2700 Gordon Drive | BCB Homes | $ 700,000.00 |
| 2026 | South Seas Dredging | South Seas Island Resort | $ 600,000.00 |
| 2026 | The Club at Treasure Island | Treasure Island Marina | $ 560,000.00 |
| 2026 | 2340 Gordon Drive | North Builders | $ 525,000.00 |
| 2026 | 4444 Gordon Drive | Reliable Builders | $ 460,000.00 |
| 2026 | The Shores | The Shores Condominium | $ 460,000.00 |
| 2026 | 2750 Gordon Drive | BCB Homes | $ 350,000.00 |
| 2025 | Leonardo Arms Wall Cap Repair | Leonardo Arms Condo Assc. | $ 15,000.00 |
| 2025 | 4444 Gordon Drive | 374 - Refined Builders | $ 393,486.00 |
| 2025 | SS Material Removal & Demo | Timbers Company | $ 607,793.00 |
| 2025 | Leonardo Arms Apron & Gabion M | Leonardo Arms Condo Assc. | $ 450,143.00 |
| 2025 | 4500 Gordon Dr Truline Seawall | BCB Homes | $ 362,350.00 |
| 2025 | Redfish & Gulf Side Revetment | Timbers Company | $ 4,913,151.00 |
| 2025 | Naples Sailing & Yacht Club SW | Naples Sailing & Yacht Club SW | $ 1,227,889.20 |
| 2024 | Lakes Park Water Qlty Phs III | D N Higgins | $ 958,040.65 |
| 2024 | South Seas Water Park | WS SSIR Owner LLC | $ 1,600,498.35 |
| 2024 | Opus Stone Residential | Seagate Development | $ 1,068,600.00 |
| 2024 | Punta Gorda Commons Demo | Punta Gorda Acquisitions II LC | $ 151,825.00 |
| 2024 | DW 500-505 Site & Roadways | Pulte Home Corporation | $ 2,489,842.00 |
| 2024 | Lakes Park Water Qlty Phs III | D N Higgins | $ 958,040.65 |
| 2024 | Pelican Landing Milton Cleanup | Pelican Landing Community Asso | $ 294,600.00 |
| 2024 | CC Milton Grading Venderbilt | Collier County Brd of County | $ 261,000.00 |
| 2024 | South Seas Water Park | WS SSIR Owner LLC | $ 1,600,498.35 |
| 2024 | Marco Island Milton Cleanup | Collier County Brd of County | $ 20,000.00 |
| 2024 | Pelican Bay Milton Clean Up | Collier County Brd of County | $ 130,000.00 |
| 2024 | North Port Utilities Ops Cmplx | Seagate Development | $ 3,371,608.02 |
| 2024 | The Owens Roundabout | Ave Maria Steward Community Di | $ 97,949.00 |
| 2024 | 4011 Colonial | 4011 Colonial Drive LLC | $ 789,377.90 |
| 2024 | DW 304-306 Roadwork | Pulte Home Corporation | $ 526,069.70 |
| 2024 | DW 114 Roadwork | Pulte Home Corporation | $ 485,368.50 |
| 2024 | Golf Course Access Rd Prcl 114 | Pulte Home Corporation | $ 24,500.00 |
| 2024 | Pediatrix | Seagate Development | $ 28,492.00 |
| 2024 | Park 41 | Uniland Development Company | $ 728,990.00 |
| 2024 | Maple Ridge 5A Washout Rps | CC Ave Maria LLC | $ 16,150.00 |
| 2024 | The Sinclair | Brooks and Freund | $ 1,750,021.35 |
| 2024 | Silverwood Phase 2 Punch List | CC Ave Maria LLC | $ 4,750.00 |
| 2024 | 2024 Marco Island Beach Maint | City of Marco Island | $ 295,365.00 |
| 2024 | Clam Pass Maintenance Grading | Pelican Bay Service Division | $ 145,000.00 |
| 2024 | 27971 Oakland Dr | 2791 Oakland LLC | $ 801,711.90 |
| 2024 | Oak Creek Ph3 On Site | Pulte Home Corporation | $ 2,027,721.05 |
| 2024 | Ave Maria 48" Culverts Crossng | Ave Maria Development Corp | $ 11,975.00 |
| 2024 | Spillway Repairs | Ave Maria Development Corp | $ 33,250.00 |
| 2024 | Corkscrew Estates Swale | Pulte Home Corporation | $ 270,000.00 |

CONTINENTAL
INFRASTRUCTURE GROUP

EARTH TECH | INTEGRATED MATERIALS BELL MINE | INTEGRATED RECYCLING & DISPOSAL | PMI

# MARINE COMPLETED PROJECT LIST

| PROJECT YEAR | JOB NAME | OWNER | CONTRACT AMOUNT |
|---|---|---|---|
| 2024 | La Peninsula | Barnett Southern | $ 91,961.00 |
| 2024 | Red Coconut Sales Parking Lot | Seagate Development | $ 48,888.70 |
| 2024 | Sanibel Beach Repair | City of Sanibel | $ 75,200.00 |
| 2024 | Immokalee Sand Mine Float Rntl | Cemex | $ 243,400.00 |
| 2024 | Valencia Sky Import | GL Homes Land Development | $ 4,215,000.00 |
| 2024 | Backyard Social Temp Parking | Loke B LLC | $ 34,975.00 |
| 2024 | Leonardo Arms II Rock Splash | Leonardo Arms Condo Assc. | $ 140,370.00 |
| 2024 | Capling Pump Station PS-2B | Capling Leveling, Inc. | $ 155,750.00 |
| 2024 | Goodwill Estero | Seagate Development | $ 526,464.10 |
| 2024 | Resurgence Brewing | Seagate Development | $ 1,009,492.27 |
| 2024 | C&D Building Marco | Seagate Development | $ 237,431.55 |
| 2024 | Estero Island Beach Sand | Town of Fort Myers Beach | $ 2,698,000.00 |
| 2024 | Avalon Playground Parking | Pulte Home Corporation | $ 5,385.00 |
| 2024 | Del Webb 307-310 Paving | Pulte Home Corporation | $ 287,231.10 |
| 2023 | Kissimmee River Restoration | Eagle Engineering & Developmnt | $ 917,657.00 |
| 2023 | Arthrex Comm Park Phase 2 | Ave Maria Development LLLP | $ 1,031,635.00 |
| 2023 | Anthem Parkway Phase 5A | Ave Maria Steward Community Di | $ 7,360,163.74 |
| 2023 | Ring Road Expansion | Immokalee Sand LLC | $ 96,700.00 |
| 2023 | Opus Stone | Seagate Development | $ 2,474,464.72 |
| 2023 | Solis Grande (Bonita Towns) | Pulte Home Corporation | $ 944,012.00 |
| 2023 | Duchardt Retaining Wall | John Duchardt | $ 138,704.00 |
| 2023 | Del Webb 100's SAF Repair Work | Pulte Home Corporation | $ 319,768.84 |
| 2023 | Casa Napoli | Seagate Development | $ 414,413.09 |
| 2023 | 905 Wsky Crk Weber Residence | Cornerstone Development | $ 384,691.54 |
| 2023 | Indies West Association | Indies West Association Inc. | $ 178,000.00 |
| 2023 | Leonardo Arms Rip Rap | Florida Structural Group | $ 47,165.04 |
| 2023 | SW Disposal Earthworks | Seagate Development | $ 78,340.00 |
| 2023 | Storquest Detention Repairs | Peninsula Improvement | $ 4,500.00 |
| 2023 | Naples Park 105 & 106 Ave | D N Higgins | $ 579,500.00 |
| 2023 | Del Webb Bellerawalk PH 1B | Pulte Home Corporation | $ 577,570.00 |
| 2023 | Del Webb 500 | Pulte Home Corporation | $ 1,606,147.50 |
| 2023 | Del Webb 307-310 | Pulte Home Corporation | $ 1,421,516.10 |
| 2023 | Del Webb 304-306 | Pulte Home Corporation | $ 361,961.80 |
| 2023 | The Gallery at Hacienda Lakes | Coastal Site Development | $ 273,225.00 |
| 2023 | Terreno Dirt Work | Pulte Home Corporation | $ 1,300,000.00 |
| 2023 | Emergency Berm Reach B | Collier County Brd of County | $ 8,422,934.50 |
| 2023 | Vantage Logistics | Seagate Development | $ 148,312.50 |
| 2023 | ATC Mida-Beacon | Seagate Development | $ 883,140.00 |
| 2023 | ATC Oriole Turn Lane | Seagate Development | $ 96,289.62 |
| 2023 | Gulf Landings Logistics Center | Butters Construction & Dvlmp | $ 23,633,496.85 |
| 2023 | ATC Velocity Engineering | Seagate Development | $ 295,974.00 |
| 2023 | ATC Ten 8 Fire | Seagate Development | $ 625,393.35 |
| 2023 | ATC Grib Road | Seagate Development | $ 475,149.25 |
| 2022 | Mira Bay Seawall Stabilization | Harbor Bay CDD | $ 17,262,465.88 |
| 2022 | Trend Moving | Seagate Development | $ 762,835.96 |
| 2022 | Idlewild | Pulte Home Corporation | $ 1,547,671.53 |
| 2022 | Juniper Pointe | Toll Brothers Inc. | $ 1,538,634.68 |
| 2022 | Oasis Club Mail Kiosk Parking | Pulte Home Corporation | $ 154,422.50 |
| 2022 | Sparrow South Naples | Bluewater of South Florida Inc | $ 89,250.00 |
| 2022 | Azure Construction Rd | Toll Brothers Inc. | $ 3,350.00 |

CONTINENTAL
INFRASTRUCTURE GROUP

EARTH TECH
SITE DEVELOPMENT | MARINE

INTEGRATED MATERIALS
BELL MINE

INTEGRATED
RECYCLING & DISPOSAL

PMI

# MARINE COMPLETED PROJECT LIST

| PROJECT YEAR | JOB NAME | OWNER | CONTRACT AMOUNT |
|---|---|---|---|
| 2022 | Hubschman Concrete Crushing | Harry Hubschman | $ 905,600.00 |
| 2022 | Hurricane Ian Clean-up | Board of County Commissioners | $ 310,010.00 |
| 2022 | California Closets | Seagate Development | $ 470,670.00 |
| 2022 | Creekside Run | Creekside Run LB, LLC | $ 4,274,269.44 |
| 2022 | Old Florida RV Resort | SWJR Land Development LLC | $ 5,879,592.16 |
| 2022 | Silverwood Construction Rd | Peninsula Improvement | $ 69,400.00 |
| 2022 | Schoolhouse - Soltura | FL Schoolhouse Investors LLC | $ 2,115,114.70 |
| 2022 | Silverwood at Ave Maria Ph 3 | CC Ave Maria Estates LLC | $ 1,211,648.76 |
| 2022 | Silverwood at Ave Maria Ph 4 | CC Ave Maria Estates LLC | $ 1,337,636.55 |
| 2022 | Maple Ridge Phase 8 | CC Ave Maria LLC | $ 4,440,759.38 |
| 2022 | Valencia Trails | GL Homes Land Development | $ 2,492,500.00 |
| 2022 | The Palisades | Seagate Development | $ 1,311,347.50 |
| 2022 | Anthem Parkway Phase 1-3 Retro | Ave Maria Steward Community Di | $ 670,885.67 |
| 2022 | Nathan Benderson Pk Shorline | Sarasota County Commission | $ 517,803.51 |
| 2022 | Leonardo Arms Temp Protection | Leonardo Arms Condo Assc. | $ 70,716.00 |
| 2022 | Oak Creek | Pulte Home Corporation | $ 60,000.00 |
| 2022 | Remove The Place Sales Pk Lot | Pulte Home Corporation | $ 15,000.00 |
| 2022 | Remove Parkside Sales Pk Lot | Pulte Home Corporation | $ 12,000.00 |
| 2022 | Remove Enclave Sales Pk Lot | Pulte Home Corporation | $ 8,100.00 |
| 2022 | West Martello Seawall Repairs | Monroe County | $ 2,677,400.00 |
| 2022 | Wild Blue Boat Ramp Demo | Pulte Home Corporation | $ 58,867.00 |
| 2022 | ABC Supply Punta Gorda | Seagate Development | $ 358,466.00 |
| 2022 | Culverts Under US 41 | D N Higgins | $ 340,651.66 |
| 2022 | Babcock Contaminated Removal | Babcock Property Holdings, LLC | $ 98,240.60 |
| 2022 | Copper Cove Lake 3 | Copper Cove Preserve Community | $ 59,595.00 |
| 2022 | Cemex 82 Access Road | Cemex | $ 59,600.00 |
| 2022 | MR 9 Storage Compound | CC Ave Maria Estates LLC | $ 31,218.00 |
| 2022 | Marco Island Assisted Living | Wichman Construction | $ 788,509.38 |
| 2022 | Camp Keais Outfall #5 | Ave Maria Development LLLP | $ 52,037.50 |
| 2022 | DW 100' Lake Bank Repairs | Pulte Home Corporation | $ 213,500.00 |
| 2022 | Randal Curve PPL | RCDG Partners, LLC | $ 3,928,476.77 |
| 2022 | DW 301-303&311 | Pulte Home Corporation | $ 2,043,930.75 |
| 2022 | 2022 Pulte F/L Ave Maria | Pulte Home Corporation | $ 141,742.00 |
| 2022 | WC Lake Bank Imprvmt | Pulte Home Corporation | $ 125,000.00 |
| 2022 | Sonoma Oaks | Pulte Home Corporation | $ 1,222,722.30 |
| 2022 | Beach re-nourishment various parks | Charlotte County | $ 132,800.00 |
| 2022 | Benderson Park Shoreline Restoration | Sarasota County | $ 515,800.00 |
| 2022 | West Martello Hurricane Seawall Repair | Monroe County | $ 2,677,000.00 |
| 2022 | Leonardo Arms Beach Protection Project | Leonardo Arms | $ 72,000.00 |
| 2022 | Immokalee Sand Plant - Dredge | Cemex | $ 3,250,000.00 |
| 2021 | Casey Key Seawall/Beach Repair | DN Higgins Inc. | $ 767,900.00 |
| 2021 | Harbor Bay CDD Design Build Master Seawall Project | Harbor Bay CDD | $ 17,449,500.00 |
| 2020 | Lynn Hall Park Emergency Dune Restoration | Lee County, Florida | $ 183,750.00 |
| 2020 | Bonita Bay Club Beach | Bonita Bay Club | $ 52,000.00 |
| 2020 | Tigertail Beach -Dredge Spoil removal | Collier County, Florida | $ 48,000.00 |
| 2020 | Seawall Joint Repairs - Live Oak Park | Charlotte County, Florida | $ 51,777.00 |
| 2020 | CKS/C2R outfall structure | Ave Maria Development | $ 65,500.00 |
| 2020 | Lido Key Hurricane | U.S. Army Corp of Engineers | $ 1,942,735.00 |

CONTINENTAL
INFRASTRUCTURE GROUP

EARTH TECH | INTEGRATED MATERIALS BELL MINE | INTEGRATED RECYCLING & DISPOSAL | PMI

# MARINE COMPLETED PROJECT LIST

| PROJECT YEAR | JOB NAME | OWNER | CONTRACT AMOUNT |
|---|---|---|---|
| 2020 | Copper Cove Lake Bank Stabilization | Copper Cove Preserve Association | $ 91,250.00 |
| 2020 | Sugden Park Beach Re-nourishment | Collier County, Florida | $ 49,100.00 |
| 2020 | Fort Island Beach Sand | Citrus County, Florida | $ 242,000.00 |
| 2020 | Wild BlueBoat Ramp | Pulte Homes | $ 221,787.00 |
| 2020 | Harbor Bay CDD Emergency Sewall Repairs | Harbor Bay CDD | $ 187,543.00 |
| 2020 | Babcock Ranch Wetland Creation 7 & 8 | Babcock Holdings | $ 753,715.00 |
| 2019 | Clam Pass, Park Beach Renourishment | Collier County, Florida | $ 3,500,000.00 |
| 2019 | Shoreview Sarasota Boat Ramp | Pulte Homes | $ 310,000.00 |
| 2019 | Doctor Pass /Moorings Marker repairs | City of Naples | $ 30,000.00 |
| 2019 | Wild Blue Seawall | Pulte Homes | $ 786,500.00 |
| 2019 | Vista Blue Seawall | Lennar Corporation | $ 409,500.00 |
| 2019 | Central Marco Beach Dredge and Re-Grade | Collier County | $ 1,147,000.00 |
| 2019 | Oyster Reef Restoration Project | City of Naples | $ 695,000.00 |
| 2019 | Talis Park Seawall Reconstruction Project | Kitson & Partners | $ 480,000.00 |
| 2019 | Smathers Beach Nourishment | City of Key West | $ 1,150,000.00 |
| 2019 | North End Interim Beach Nourishment | Town of Longboat Key | $ 1,120,000.00 |
| 2019 | Lakes Regional Park Littoral Zone | Lee County Florida | $ 1,041,109.00 |
| 2018 | Camp Keasis Canal dredging/widen | Barron Collier Co. | $ 75,000.00 |
| 2018 | Island Spoils Removal/Mitigation project | Lenar Corporation | $ 255,000.00 |
| 2018 | Doctor's Pass South Jetty and Erosion Control Structure | Collier County, Florida | $ 2,077,626.00 |
| 2017 | Air Curtain Installations Canal #290 | Monroe County Florida | $ 88,700.00 |
| 2017 | 1-75 & S.R. 29 Everglades National Park | Collier Environmental/Florida Dept of Transportation | $ 88,000.00 |
| 2016 | Tropical Debby Storm Repairs | Collier County | $ 531,500.00 |
| 2016 | 2016 Beach Nourishment North Collier | Collier County Florida | $ 1,961,000.00 |
| 2016 | 2016 South End Emergency Nourishment | Town of Longboat Key | $ 1,813,100.00 |
| 2016 | Talis Park Drive Bridge Stone Wall & Railing restoration project | K.E. Talis Park ( Kitson & Partners) | $ 192,000.00 |
| 2016 | Longboat Key Central Key Beach Nourishement | Town of Longboat Key | $ 13,459,000.00 |
| 2016 | Air Curtain Installations Canal #266 &#287 | Monrore County, Florida | $ 202,384.00 |
| 2016 | Sunshine Lake/Sunrise Waterway Chara removal | Charlotte County, Florida | $ 76,000.00 |
| 2016 | Autumn Woods Lake Bank Stabilization & Resotration | Autumn Woods Homeowners Association | $ 372,000.00 |
| 2016 | Manatee Habitat Restoration Project Picayune Strand | South West Florida Water Management District (DN Higgins) | $ 1,127,000.00 |
| 2016 | Viansa @ Talis Park -Site Remediation | Kitson & Partners, Naples | $ 310,000.00 |
| 2016 | Habitat Restoration within Dagny Johnson State Park | Monroe County, Florida | $ 645,000.00 |
| 2015 | Oak Creek Restoration | City of Bonita Springs,Florida | $ 207,000.00 |
| 2014 | Port Bouganvilla/Lois Ryan | C3T3 | $ 55,000.00 |
| 2014 | Lake bank restorations, line lakes -Talis Park | Kitson & Partners | $ 4,279,000.00 |
| 2014 | Naples Beach Re-Nourishment | Collier County, Florida | $ 748,000.00 |
| 2013 | Carysfort Marina Wetland Restoration | Audubon of Florida | $ 479,000.00 |
| 2013 | Clam Pass Emergeny Dredging | Kyle Construction/Collier | $ 206,000.00 |
| 2012 | La Playa Golf Course sit/lake restorations | La Playa Golf Club | $ 325,000.00 |
| 2011 | Catillo Pit Restoration | Audubon of Florida | $ 25,000.00 |
| 2011 | Chetkin Parcel Restoration | Audubon of Florida | $ 30,000.00 |
| 2011 | Dove Creek Wildlife Reserve | C3TS | $ 163,000.00 |

CONTINENTAL
INFRASTRUCTURE GROUP

EARTH TECH
SITE DEVELOPMENT | MARINE

INTEGRATED MATERIALS
BELL MINE

INTEGRATED
RECYCLING & DISPOSAL

PMI

# MARINE COMPLETED PROJECT LIST

| PROJECT YEAR | JOB NAME | OWNER | CONTRACT AMOUNT |
|---|---|---|---|
| 2011 | Estero Beach Resotoration/Shoreline | Coatal Marine/City of Ft Myers Beach | $ 80,500.00 |
| 2010 | Doctor's Pass Dredging /Beach Nourishment | Collier County, Florida | $ 90,000.00 |
| 2010 | Rosemary Canal Clean-up | City of Bonita Springs, Florida | $ 23,000.00 |
| 2010 | Craysfort Marina, Shoreline, Wetlands Restoration | Audubon of Florida | $ 479,000.00 |
| 2009 | Hideway Beach Shoreline Protection | City of Marco Island, Florida | $ 240,000.00 |
| 2009 | Port Bouganville Environmental Habitat Restoration | Audubon of Florida | $ 398,000.00 |
| 2009 | Tower Road, Big Pass Bird Habitat Restoration Project | Audubon of Flordia | $ 11,000.00 |
| 2008 | Curry State Park Shoreline/Beach Enhancements | Florida Department of Environmental Protection | $ 750,000.00 |
| 2008 | Stump Pass Beach Geo Tube Removal | Charlotte County, Florida | $ 48,500.00 |
| 2004 | Smather's Beach Restoration | City of Key West, Florida | $ 500,000.00 |

CONTINENTAL INFRASTRUCTURE GROUP

EARTH TECH | INTEGRATED MATERIALS | INTEGRATED RECYCLING & DISPOSAL | PMI

# CURRENT MARINE CONSTRUCTION PROJECTS

Updated: October 2026

| PROJECT OWNER | PROJECT NAME | GENERAL DESCRIPTION | CONTRACT VALUE | % COMPLETE | START DATE | COMPLETION DATE | PROJECT MANAGER | SUPERINTENDENT | SAFETY MANAGER | QC MANAGER | OWNER'S REPRESENTATIVE | COMPANY | PHONE | EMAIL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| City of Sarasota | Bayfront Park Sarasota | Construction of approximately 1,200 LF FRP seawall and waterfront improvements | $5,600,000 | 35% | 5/26/2026 | 12/31/2026 | Chris Price | Clint Gittens | Amber Ashton | Brian Peachey | Robert (Bob) Heggan | City of Sarasota | (941) 263-6000* | Robert.Heggan@sarasotafl.gov |
| TBD | Indian Shores | 900 LF steel sheet pile seawall with gabion basket shoreline armoring | $2,300,000 | 0% | 10/1/2026 | 12/31/2026 | Chris Price | Carlitos Hernandez | Amber Ashton | Brian Peachey | TBD | | | |
| Manatee County | Manatee County Oyster Reef | Construction of living shoreline oyster reef restoration project | $1,600,000 | 10% | 9/3/2026 | 12/31/2026 | Brian Peachey | Stormy Phlanko | Amber Ashton | Brian Peachey | Julie Kovacs | Manatee County Florida | (941) 748-4501, ext. 3045 | julie.kovacs@mymanatee.org |
| Pinellas County Schools | Pinellas County Schools Boardwalk | Construction of new boardwalk and dock facilities | $600,000 | 10% | 8/31/2026 | 11/29/2026 | Brian Peachey | Justin Martin | Amber Ashton | Brian Peachey | Christina Dileonardo | Pinellas County School Board | 727-588-6315 | dileonardoch@pcsb.org |
| Manatee County | Bishop Point | Shoreline armoring and mechanical dredging | $460,000 | 35% | 8/31/2026 | 11/1/2026 | Chris Price | Stormy Phlanko | Amber Ashton | Brian Peachey | Josh Menendez | Manatee County Governement | 941-742-5845 | Josh.menendez@mymanatee.org |
| NOSOCO | Keewaydin Dredge | Mechanical dredging of commercial marina | $200,000 | 0% | Pending Permit | TBD | Brian Peachey | Stormy Phlanko | Amber Ashton | Brian Peachey | Thomas Walsh | NOSOCO | 603-767-0483 | Thomas.walsh@oceanprop.com |
| Lee County | Punta Rassa Articulated Block Mat Install | | $996,000 | 0% | 11/15/2026 | TBD | Chris Price | Raymond | Amber Ashton | Brian Peachey | Lilla Davis | Lee County | 239-533-8857 | Ldavis2@leegov.com |
| City of Fernandina Beach | Fernandina Beach - Waterfront Resiliency Segment 1 | | $1,150,000 | 0% | 11/8/2026 | TBD | Brian Peachey | Justin Thornell | Amber Ashton | Brian Peachey | Cory Salt | Kimley-Horn | 561-840-0844 | Cory.Salt@kimley-horn.com |
| C & E Builders | 4388 Gordon Dr. | | $240,000 | 0% | 11/1/2026 | TBD | Brian Peachey | Carlitos Hernandez | Amber Ashton | Brian Peachey | Chris Covelli | C & E Builders | 239-404-8300 | info@candebuilders.com |

*Schedule dates reflect actual or anticipated project timing as of October 2026. "Pending Permit" and "TBD" indicate work awaiting authorization to proceed.*

## CURRENT MARINE DIVISION WORKLOAD

| Metric | Value | Metric | Value |
|---|---|---|---|
| Active Marine Projects | 9 | Steel Pipe Piles | 184 EA |
| Total Active Contract Value | Approximately $13,146,000 | Mechanical Dredging Projects | 3 |
| Vinyl Seawall Construction | 8,600+ LF | Shoreline Armoring Projects | 4 |
| FRP Seawall Construction | 1,200 LF | Living Shoreline/Oyster Reef Projects | 1 |
| Steel Sheet Pile Seawall | 900 LF | Boardwalk Projects | 1 |
| Floating Dock Construction | 23,000 SF | | |

CONTINENTAL
INFRASTRUCTURE GROUP

## MARINE DIVISION - EQUIPMENT LIST

| EQUIPMENT # | GL# | YEAR | MAKE | MODEL | EQUIP. VIN # | OWNED/ LEASED |
|---|---|---|---|---|---|---|
| **11012** | | 2013 | Hitachi | Hitachi ZX160 LC-5 Excavator | 1FFDBC70CCE230057 | Owned |
| **11022** | 24104 | 2022 | John Deere | John Deere 85G MINI Excavator | 1FF085GXLNJ023609 | Owned |
| **11027** | 24102 | 2022 | John Deere | John Deere 210G Excavator | 1FF210GXVNF530208 | Owned |
| **11031** | | 2004 | John Deere | John Deere 225C Excavator | FF225CX500205 | Owned |
| **11032** | | 2004 | John Deere | John Deere 225C Excavator rubber tracks | FF225CX500280 | Owned |
| **11045** | | | Kubota | Kubota KX040-4R1A Mini Excavator | JKUK0404CO1H22324 | Owned |
| **11047** | | | Kubota | Kubota KX080 4RS Mini Excavator W/HAMMER | JKUK0803E01H30512 | Owned |
| **11069** | 24174 | 2025 | CASE | 2025 CX37C CASE COMPACT EXCAVATOR | HHKHEL32LE0005387 | Owned |
| **13022** | 24126 | | John Deere | JD 304G Loader #140004 | 1LU304GAPZB072462 | Owned |
| **14003** | | 2018 | John Deere | John Deere 331G Skid Steer | 1T0331GKVJF336539 | Owned |
| **14010** | 24127 | 2023 | John Deere | John Deere 331G Skid Steer | 1T0331GKCPF452467 | Owned |
| **14014** | 24158 | 2024 | John Deere | John Deer 331G Skid Steer | 1T0331GKCRF465701 | Owned |
| **14021** | 24171 | 2025 | Caterpillar | Cat 265 Skid Steer | KR408039 | Owned |
| **17011** | | | Terex | Terex Premiertrak 400 Crusher | PIDPT400E0MD87404 | Owned |
| **33008** | | | Eddy Pump | 10" EXH 10000 Ex Pump & Cat Power unit | WRH03135 | Owned |
| **90020** | | | Drott | GREEN Drott MC2500 R/T Crane | 6245194 | Owned |
| **90043** | | | Cashman | (8) Barges | | Owned |
| **90044** | | 1989 | Homemade | Homemade 22' Boat | TXZ55038B989 | Owned |
| **90045** | | | Seaark | 1652 MVT Seaark Boat Big John Boat | Not Recorded | Owned |
| **90046** | | | Hankos | Hanko 40'X11'X11"x6' Boat | | Owned |
| **90047** | | 2020 | | J&B contractors | Barges (4)40x10x5 Barge (1) 20' | Owned |
| **90048** | | | Little John Boat | Little John Boat | | Owned |
| **90049** | | | Crewboat | 18' Crew Boat- 2 ENGINES | FL2608RU | Owned |
| **90050** | | | Tug Boat | Tug Boat | BUJ64846F988 | Owned |

EARTH TECH
SITE DEVELOPMENT | MARINE

INTEGRATED MATERIALS
BELL MINE

INTEGRATED
RECYCLING & DISPOSAL

PMI
PAVEMENT MAINTENANCE, LLC
PAVING · MILLING · CONCRETE

# KEY PERSONNEL

Earth Tech Enterprises will assign an experienced team of marine construction professionals with extensive backgrounds in waterfront infrastructure, shoreline stabilization, seawall construction, deep foundations, and marine concrete structures. Our project team is supported by dedicated safety, quality control, and corporate resources to ensure successful project execution from preconstruction through final completion.

## PROJECT EXECUTIVE



*JAMES NULF*
*PRESIDENT*

The Project Executive will provide overall leadership, executive oversight, and client support throughout the project lifecycle. Responsibilities include strategic planning, resource allocation, contract administration, risk management, and maintaining communication with Town of Bay Harbor Islands and project stakeholders. The Project Executive will remain actively engaged to ensure the project is properly staffed and supported.

## PROJECT MANAGER



*ROB ROGERS*
*PROJECT MANAGER*

The Project Manager will serve as the primary point of contact and will be responsible for day-to-day management of the project. Duties include contract administration, budgeting, scheduling, procurement, subcontractor coordination, permit compliance, and stakeholder communication. During preconstruction, the Project Manager will work closely with the design team to provide constructability reviews, logistics planning, value engineering recommendations, and procurement strategies for long-lead materials.

## SUPERINTENDENT

The Superintendent will oversee all field operations, ensuring work is performed safely, efficiently, and in accordance with project requirements. The Superintendent will coordinate labor, equipment, material deliveries, and subcontractors while maintaining production schedules and quality standards. With extensive marine construction experience, the Superintendent will lead field activities.



*AMBER ASHTON*
*SAFTEY MANAGER*

## QUALITY CONTROL MANAGER

The Quality Control Manager will be responsible for implementing and maintaining the project-specific Quality Control Plan. Responsibilities include inspection coordination, material verification, testing documentation, survey verification, and compliance with contract specifications. The Quality Control Manager will work proactively with field personnel to ensure all work meets project requirements and quality standards.

# KEY PERSONNEL



BRIAN PEACHEY
DIRECTOR OF MARINE CONSTRUCTION

## SAFETY MANAGER

Safety is a core value at Earth Tech Enterprises. The Safety Manager will provide oversight of all project safety activities, including site inspections, safety audits, job hazard analyses, employee training, and regulatory compliance. Working closely with project supervision, the Safety Manager will ensure the project is executed in accordance with ETE's safety program and industry best practices. ETE is proud to maintain a 2025 EMR of **0.92**, reflecting our commitment to safe project delivery.

## MARINE OPERATIONS SUPPORT

The project team will be supported by experienced marine foremen, crane operators, equipment operators, and skilled marine construction personnel familiar with seawall construction, sheet piling, cofferdam systems, dewatering operations, shoreline stabilization, and marine concrete structures. This depth of experience allows ETE to effectively manage complex marine operations while maintaining schedule, quality, and safety objectives.



JOE WARD
VICE PRESIDENT

## CORPORATE SUPPORT RESOURCES

In addition to the onsite project team, Earth Tech Enterprises will provide corporate support in the areas of estimating, engineering coordination, safety, quality control, equipment management, procurement, and scheduling. This team approach ensures immediate access to the resources necessary to successfully deliver the BC-164 ICW Bridge Repair Project.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**PRICE, MATTHEW C**

EARTH TECH ENTERPRISES INC
13560 BRYNWOOD LN
FORT MYERS FL 33912

**LICENSE NUMBER: CGC1532665**

**EXPIRATION DATE: AUGUST 31, 2028**

Always verify licenses online at MyFloridaLicense.com

ISSUED: 05/13/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/24/2026

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**
AWA Insurance Agency
13700 Six Mile Cypress Pkwy
Suite 1
Fort Myers FL 33912

**CONTACT NAME:** Lourdes Kyle
**PHONE (A/C, No, Ext):** 239-418-1100 **FAX (A/C, No):** 239-418-1164
**E-MAIL ADDRESS:** lourdes@awainsurance.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Travelers Property Casualty Company of America | 25674 |
| INSURER B : Valley Forge Insurance Company | 20508 |
| INSURER C : Continental Insurance Company-CNA | 35289 |
| INSURER D : Continental Casualty Company | 20443 |
| INSURER E : Evanston Insurance Company | 90993 |
| INSURER F : Transportation Insurance Company | 20494 |

**INSURED** EARTTEC-01
Earth Tech Enterprises Inc, MCIN Bell, LLC, Seagate Mine LLC, Bell Mine LLC
6180 Federal Ct
Fort Myers FL 33905

**COVERAGES** **CERTIFICATE NUMBER:** 1778318635 **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 | |
|---|---|---|---|---|---|---|---|---|
| F | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | 7039884527 | 10/1/2026 | 10/1/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 100,000<br>$ 15,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| D | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY | | | 7039884494 | 10/1/2026 | 10/1/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>PIP BASIC | $ 1,000,000<br>$<br>$<br>$<br>$ 10,000 |
| C | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [ ] CLAIMS-MADE<br>DED [X] RETENTION $ 10,000 | | | 7039884513 | 10/1/2026 | 10/1/2027 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 10,000,000<br>$ 10,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 7039884530 | 10/1/2026 | 10/1/2027 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | LONGSHORE/HARB<br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| D<br>E<br>A | INLAND MARINE<br>POLLUTION<br>HULL AND P&I | | | 7040407695<br>CPLMOL119595<br>ZOH-71N44196 | 10/1/2026<br>10/1/2025<br>10/1/2026 | 10/1/2027<br>10/1/2027<br>10/1/2027 | IM: Rented/ Leased<br>POLL: Occ/Gen Agg<br>P&I: Each Occurrence | 1,000,000<br>1000000/2000000<br>1,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

Proof of Insurance

**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**

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# Detail by Entity Name

Florida Profit Corporation
EARTH TECH ENTERPRISES, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | P00000098390 |
| **FEI/EIN Number** | 59-3679652 |
| **Date Filed** | 10/18/2000 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

6180 Federal Court
Ft Myers, FL 33905

Changed: 01/02/2018

**Mailing Address**

6180 Federal Court
Ft Myers, FL 33905

Changed: 01/02/2018

**Registered Agent Name & Address**

Price, Matthew C
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Name Changed: 02/28/2022

Address Changed: 02/28/2022

**Officer/Director Detail**

**Name & Address**

Title VP

GEHRING, CHRISTOPHER L
6180 Federal Court
Fort Myers, FL 33905

Title Director

Price, William G, Jr.
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Title Director

Price, Matthew C
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Title President, Director

Nulf, James A, Jr.
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Title Treasurer, CFO

Robinson, William Devin
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Title Secretary, Chief of Staff

Arigo, Jennifer
9921 Interstate Commerce Drive
Fort Myers, FL 33913

Title VP

Ward, Joe
9921 Interstate Commerce Drive
Fort Myers, FL 33913

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2026 | 04/09/2026 |
| 2026 | 06/05/2026 |
| 2026 | 09/28/2026 |

| | |
|---|---|
| 09/28/2026 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 06/05/2026 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 04/09/2026 -- ANNUAL REPORT | View image in PDF format |
| 04/10/2025 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2024 -- ANNUAL REPORT | View image in PDF format |
| 04/27/2023 -- ANNUAL REPORT | View image in PDF format |
| 02/28/2022 -- ANNUAL REPORT | View image in PDF format |
| 03/15/2021 -- ANNUAL REPORT | View image in PDF format |
| 07/09/2020 -- AMENDED ANNUAL REPORT | View image in PDF format |

| | |
|---|---|
| 01/15/2020 -- ANNUAL REPORT | View image in PDF format |
| 12/02/2019 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 01/22/2019 -- ANNUAL REPORT | View image in PDF format |
| 01/02/2018 -- ANNUAL REPORT | View image in PDF format |
| 03/01/2017 -- ANNUAL REPORT | View image in PDF format |
| 02/11/2016 -- ANNUAL REPORT | View image in PDF format |
| 01/15/2015 -- ANNUAL REPORT | View image in PDF format |
| 02/26/2014 -- ANNUAL REPORT | View image in PDF format |
| 01/17/2013 -- ANNUAL REPORT | View image in PDF format |
| 03/13/2012 -- ANNUAL REPORT | View image in PDF format |
| 03/14/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/16/2010 -- ANNUAL REPORT | View image in PDF format |
| 07/22/2009 -- ANNUAL REPORT | View image in PDF format |
| 03/23/2009 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2008 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2007 -- ANNUAL REPORT | View image in PDF format |
| 04/26/2006 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2005 -- ANNUAL REPORT | View image in PDF format |
| 04/28/2004 -- ANNUAL REPORT | View image in PDF format |
| 05/02/2003 -- ANNUAL REPORT | View image in PDF format |
| 03/28/2002 -- ANNUAL REPORT | View image in PDF format |
| 04/02/2001 -- ANNUAL REPORT | View image in PDF format |
| 10/18/2000 -- Domestic Profit | View image in PDF format |

HE BUILDERS

COMMERCIAL & GOVERNMENT CONTRACTING

# TITLE PAGE

# Bid Submission

RPQ Name: BC-164 ICW Bridge Repair

RPQ No.: ITB-5-1035-PW-0-2026/FVR

Owner: Town of Bay Harbor Islands

Name of the Firm: Home Express Corp. DBA HE Builders.

Company Address: **2572 NE 182nd Terrace, North Miami Beach, FL 33160**

Mail Address: 6820 Indian Creek Dr Apt 601, Miami Beach, FL 33141

F.E.I.N No: 56-2429411.

Telephone No.: (954) 319-4058 / (305) 981-6256

Name of Contact Pers.: Agustin De Iriondo / Marisabel Castaneda

E-mail: agustin@he-builders.com / marisabel@he-builders.com

Date: October 21st, 2026, 3:00 PM

# Price Proposal Sheet

## ITB BC-164 ICW Bridge Repair Construction

Project Description: The Improvements under this Contract consist of repair the existing pier caps and pedestals, repair concrete parapet spalled areas, repair damaged expansion joint sealers and headers, repair asphalt spalls and settlement areas at deck, repair spalls/delaminations/cracks at top and underside of deck, replace bascule pier access ladder, repair corroded steel components at movable span, clean and spot paint structural steel and machinery components at approach and movable spans, mechanical and electrical repairs in the movable span as detailed in the Contract Documents.

| PAY ITEM | PAY ITEM DESCRIPTION | UNITS | UNIT PRICE | QUANTITIES | COST |
|---|---|---|---|---|---|
| | GENERAL PAY ITEMS | | | | |
| 101-1 | MOBILIZATION | LS | $ | 1 | $ 463,661.07 |
| 102-1 | MAINTENANCE OF TRAFFIC | LS | $ | 1 | $ 366,326.48 |
| 999-25 | INITIAL CONTINGENCY AMOUNT | LS | $ | 1 | $ |
| | SUBTOTAL | | | | $ 829,987.55 |
| | STRUCTURE | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 327-70-6 | MILLING EXISTING ASPHALT PAVEMENT, 1-1/2" AVG DEPTH | SY | $ | 24 | $ 41,380.31 |
| 337-7-83 | ASPHALT CONCRETE FRICTION COURSE, TRAFFIC C, FC-12.5, PG 76-22 | TN | $ | 4 | $ 17,781.73 |
| 401-70-5 | RESTORE SPALLED AREAS, CONTRACTORS OPTION | CF | $ | 509 | $ 558,884.05 |
| 411-2 | INJECT AND SEAL CRACKS-STRUCTURES REHAB | LF | $ | 68 | $ 350,939.84 |
| 460-6-2 | LADDERS AND PLATFORMS | LB | $ | 550 | $ 178,782.23 |
| 460-81 | RIVETS-HIGH STRENGTH BOLTS, REPLACEMENT | EA | $ | 26 | $ 11,768.27 |
| 460-94 | STRUCTURAL STEEL REPAIRS-WELD | LF | $ | 2 | $ 10,172.87 |
| 465-20 | MOVABLE BRIDGE PREVENTIVE MAINTENANCE | DA | $ | 100 | $ 30,666.00 |
| 465-21 | MOVABLE BRIDGE OPERATOR | DA | $ | 180 | $ 198,000.00 |
| 465-71-3 | MOVABLE BRIDGE FUNCTIONAL CHECKOUT, PHASE C | LS | $ | 1 | $ 153,000.00 |
| 561-2 | COATING EXISTING STRUCTURAL STEEL | SF | $ | 4120 | $ 2,541,094.50 |
| | SUBTOTAL | | | | $ 4,092,469.80 |

| | |
|---|---|
| TOTAL | $ 4,922,457.35 |

Write Total Amount in letters:

Four million, nine hundred twenty-two thousand, four hundred fifty-seven dollars and thirty-five cents

BID TOTAL shall include all labor, materials, equipment, overhead, profit, insurance, taxes and contingencies to complete the Project as per Plans entitled "BC-164 ICW Bridge Repair Construction". Bidder acknowledges estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Any revisions to the Plans subsequent to Bid submittal which constitute a Bid adjustment will be negotiated and agreed upon with the selected Contractor. Should an acceptable price adjustment not be agreeable to either party, an alternate Contractor may be selected.

Bidder Acknowledgement: _____

Matias Otero, Vice President
Home Express Corp DBA HE Builders

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# BID / PROPOSAL CERTIFICATION

**Please Note:** It is the sole responsibility of the bidder to ensure that its bid is submitted prior to the bid opening date and time listed. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit https://dos.fl.gov).

## COMPANY INFORMATION

Company (Legal Registration): Home Express Corp DBA HE Builders EIN (Optional): FEIN 56-2429411

Address: 2572 NE 182nd Terrace

Town: North Miami Beach State: FL Zip: 33160

Telephone No.: (954) 319-4058 (305) 981-6256 Fax No.: Email: agustin@he-builders.com marisabel@he-builders.com

## ADDENDUM ACKNOWLEDGEMENT

Proposer acknowledges that the following addenda have been received and are included in the proposal:

| ADDENDUM NO. | DATE ISSUED | ADDENDUM NO. | DATE ISSUED | ADDENDUM NO. | DATE ISSUED |
|---|---|---|---|---|---|
| 1 | August 26, 2026 | 3 | September 10, 2026 | 5 | October 9, 2026 |
| 2 | September 1, 2026 | 4 | September 28, 2026 | 6 | October 13, 2026 |

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# BID / PROPOSAL CERTIFICATION

## AGREEMENT

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal.

I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Town and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the Town's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars ($500.00). This limitation shall not apply to claims arising under any provision of indemnification or the Town's protest ordinance contained in this competitive solicitation.

## SUBMITTED BY

| | |
|---|---|
| Matias Otero | |
| NAME (PRINTED) | SIGNATURE |
| 10/20/2026 | Vice President |
| DATE | TITLE |

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# E-VERIFY AFFIDAVIT

SECTION 448.095, FLORIDA STATUTES

In accordance with Section 448.095, Florida Statutes, the Town requires all contractors doing business with the Town of Bay Harbor Islands to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Town will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide proof of its enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☒ **Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

IN THE PRESENCE OF:

WITNESS #1 SIGNATURE

Milidys Casimiro
WITNESS #1 PRINT NAME

WITNESS #2 SIGNATURE

Alvaro Castañeda
WITNESS #2 PRINT NAME

SIGNED, SEALED AND DELIVERED BY:

SIGNATURE

Matias Otero
PRINT NAME

Vice President
TITLE

Home Express Corp DBA HE Builders
ENTITY NAME

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# E-VERIFY AFFIDAVIT

SECTION 448.095, FLORIDA STATUTES

## ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☑ online notarization, this 20 day of October, 2026 by Matias Otero (name of person) as V. President (type of authority) for Home Express Corp (name of party on behalf of whom instrument is executed).

MARISABEL CASTANEDA
Commission # HH 379163
Expires April 5, 2027

Marisabel Castaneda
NOTARY PUBLIC (PRINT, STAMP, OR TYPE AS COMMISSIONED)

☑ Personally known to me; or

☐ Produced identification (Type of Identification: _____)

☐ Did take an oath; or

☐ Did not take an oath

An official website of the United States government Here's how you know



# My Company Profile

## Company Information

**Company Name**
HOME EXPRESS CORP

**Doing Business As (DBA) Name**
HE BUILDERS

**Company ID**
1634712

**Enrollment Date**
Jan 26, 2021

**Employer Identification Number (EIN)**
562429411

**Unique Entity Identifier (UEI)**
---

**DUNS Number**
562429411

**Total Number of Employees**
5 to 9

**NAICS Code**
238

**Sector**
Construction

**Subsector**
Specialty Trade Contractors

Edit Company Information

## Employer Category

**Employer Category**

None of these categories apply

Edit Employer Category

# Company Addresses

**Physical Address**

2572 NE 182 Ter
North Miami Beach, FL 33160

**Mailing Address**

Same as Physical Address

Edit Company Addresses

# Hiring Sites

**Number of Sites**

1

Edit Hiring Sites

# Company Access

**My Company is configured to:**

Verify Its Own Employees

**My Company has enabled:**

E-Verify+

**E-Verify+ enabled by:**

Odalys Calzadilla (Jul 10, 2025)

**Memorandum of Understanding**

View Current MOU

**Terms of Service**

View E-Verify+ Terms of Service





TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY
SECTION 787.06(13), FLORIDA STATUTES

**THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED**

I, the undersigned, am an authorized officer or representative of Home Express Corp DBA HE Buiders, a nongovernmental business entity authorized to conduct business in the State of Florida, and attest that said entity does not use coercion for labor or services in connection with any contract, renewal, or extension entered into with a governmental entity in the State of Florida.

For purposes of this affidavit, "coercion" has the meaning provided in section 787.06, Florida Statutes, and includes knowingly providing or obtaining labor or services by:

1. Using or threatening to use physical harm against any person;
2. Restraining, isolating, or threatening to restrain or isolate any person;
3. Withholding, destroying, or confiscating a passport, immigration document, or other personal identification document;
4. Threatening financial harm to any person; or
5. Using fraud or deception.

Under penalty of perjury, I hereby declare and affirm, to the best of my knowledge and belief, that the above stated facts are true and correct.

By: Home Express Corp DBA HE Builders

Name: Matias Otero

Title: Vice President

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# HUMAN TRAFFICKING AFFIDAVIT

NONGOVERNMENTAL ENTITY
SECTION 787.06(13), FLORIDA STATUTES

## NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Broward

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☒ online notarization this 20 day of October, 2024 by Matias Otero, as V. President of Home Express Corp, a nongovernmental entity authorized to conduct business in the State of Florida. He/She is ☐ personally known to me or ☑ has produced FLDL (Type of Identification) as identification.

SIGNATURE OF NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MARISABEL CASTANEDA
Commission # HH 379163
Expires April 5, 2027

PRINT, TYPE OR STAMP NAME OF NOTARY

HH379163

SERIAL NUMBER, IF ANY

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

SECTIONS 287.138, 288.007 & 692.201–692.204, FLORIDA STATUTES

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source: § 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source: § 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source: § 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(1), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. *(Only applicable if purchasing real property)* Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source: §§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

SECTIONS 287.138, 288.007 & 692.201–692.204, FLORIDA STATUTES

## EXECUTION

Date: October 20th , 2026 Signed: _____

Entity: Home Express Corp DBA HE Builders Name: Matias Otero

Title: Vice President

## NOTARY ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 20 day of October, 2026, by Matias Otero, as Vice President for Home Express Corp., who is personally known to me or who has produced FDL as identification.

_____
NOTARY PUBLIC SIGNATURE – STATE OF FLORIDA AT LARGE

Marisabel Castaneda
PRINT NAME

HH379163
MY COMMISSION EXPIRES

MARISABEL CASTANEDA
Commission # HH 379163
Expires April 5, 2027

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA
COUNTY OF Broward

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the Town of Bay Harbor Islands or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Matias Otero
Title: Vice President

## NOTARY ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of Oct., 2026 by Matias Otero [name of person], as Vice President [type of authority], for Home Express Corp. [name of party on behalf of whom instrument was executed].

NOTARY PUBLIC – STATE OF FLORIDA

Marisabel Castaneda.
PRINT OR TYPE COMMISSIONED NAME

MARISABEL CASTANEDA
Commission # HH 379163
Expires April 5, 2027

☐ Personally Known OR ☑ Produced Identification

Type of Identification Produced: FL DL

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any Town of Bay Harbor Islands, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Town of Bay Harbor Islands, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

Town employees may not contract with the Town through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more). Immediate family members (spouse, parents and children) are also prohibited from contracting with the Town subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment.

| NAME | RELATIONSHIPS |
| --- | --- |
| | |
| | |

In the event the vendor does not indicate any names, the Town shall interpret this to mean that the vendor has indicated that no such relationships exist.

Matias Otero
Vice President
Home Express Corp DBA HE Builders

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# DISPUTE DISCLOSURE FORM

**Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.**

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

   YES _____ NO __X__

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

   YES _____ NO __X__

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

   YES _____ NO __X__

   If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# DISPUTE DISCLOSURE FORM

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation of falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the Town of Bay Harbor Islands.

| | |
|---|---|
| Home Express Corp DBA HE Builders | 10/20/2026 |
| FIRM | DATE |
|  | Matias Otero, Vice President |
| AUTHORIZED SIGNATURE | PRINT OR TYPE NAME AND TITLE |

# Document A310™ – 2010

**Conforms with The American Institute of Architects AIA Document 310**

## *Bid Bond*

**CONTRACTOR:**
*(Name, legal status and address)*
Home Express Corp DBA HE Builders
3040 NW 23rd Terrace
Miami, FL 33142

**SURETY:**
*(Name, legal status and principal place of business)*
Developers Surety and Indemnity Company
800 Superior Avenue E., 21st Floor
Cleveland, OH 44114

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**
*(Name, legal status and address)*
Town of Bay Harbor Islands
1030 95th Street, #3
Bay Harbor Islands, FL 33154

**BOND AMOUNT:** $ Five Percent of Total Amount Bid (5%)

**PROJECT:**
*(Name, location or address, and Project number, if any)*
26B19 Town of Bay HArbor Islands: BC-164 ICW Bridge Repair

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of October, 2026

NOTARY PUBLIC STATE OF FLORIDA
MARISABEL CASTANEDA
Commission # HH 379163
Expires April 5, 2027

*(Witness)*

Home Express Corp DBA HE Builders
*(Principal)* *(Seal)*

Matias Otero
*(Title)*

*(Witness)* Sherrin Martinez

Developers Surety and Indemnity Company
*(Surety)* *(Seal)*

*(Title)* Jonathan A. Bursevich, Attorney-in-Fact

**POWER OF ATTORNEY FOR**
**COREPOINTE INSURANCE COMPANY**
**DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

Warren Alter, David Satine, Jonathan Bursevich, Russ Stampler and Joseph Schwartz, of **Miami Lakes, Fl**

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective **10/24/2025**.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this **August 7, 2024**.

By: _____
Printed Name: Sam Zaza
Title: President, Surety Underwriting

COREPOINTE INSURANCE COMPANY CORPORATE SEAL DELAWARE

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 7 day of August, 2024, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

HOANG-QUYEN P. PHAM
Notary Public - California
Orange County
Commission # 2432970
My Comm. Expires Dec 31, 2026

**CORPORATE CERTIFICATION**

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this August 2, 2024.

By: DocuSigned by: Janie Clark 876B6D3E22364A8... Janie Clark, Assistant Secretary

Ed. 0824

Docusign Envelope ID: 5AB920B9-227B-46CB-BD53-C0E3A05A3E46

Signed and sealed this 16th day of October, 2026

804

HOMEEXP-03 SNYDERK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2026

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<br>Insurance Office of America<br>1 Sleiman Parkway<br>Suite 130<br>Jacksonville, FL 32216 | CONTACT NAME:<br>PHONE (A/C, No, Ext): (904) 448-9777 FAX (A/C, No): (904) 448-9788<br>E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Dellwood Specialty Insurance Company | 17332 |
| INSURED<br>Home Express Corp dba HE Builders, Home Express Builders<br>6820 Indian Creek Dr Apt 601<br>Miami Beach, FL 33141-3823 | INSURER B : Infinity Assurance Insurance Company | 39497 |
| | INSURER C : The Burlington Insurance Company | 23620 |
| | INSURER D : Insurance Company of the West | 27847 |
| | INSURER E : Crum & Forster Specialty Insurance Company | 44520 |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY X PRO-JECT LOC<br>OTHER: | X | | DCP0000018100 | 12/6/2025 | 12/6/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| B | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY SCHEDULED AUTOS<br>HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | 50012224801 | 8/7/2026 | 8/7/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| C | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | 631BE12255 | 12/6/2025 | 12/6/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WFL507658502 | 3/22/2026 | 3/22/2027 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| E | Contractor Pollution | | | PKC-135939 | 3/9/2026 | 3/9/2027 | Liability | 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 26B17 - Phase 2 - Polk Building Renovations
Certificate holder is listed as additional insured with respects to the General Liability when required by written contract.

**CERTIFICATE HOLDER**

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

**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

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
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INSURANCE OFFICE OF AMERICA

RE: HE Builders Insurance for Project:

Project number: ITB-5-1035-PW-0-2026/FVR

Project name: BC-164 ICW Bridge Repair.

Hello,

My name is Lyle Hoffman and I am the insurance broker for Home Express Corp DBA HE Builders.

I am writing to confirm that we have carriers ready to bind both watercraft liability and Builders risk for the above mentioned project for Watercraft Liability and Builders Risk.

Upon reward of contract, we will bind the mentioned coverages to meet full requirements.

Thank you,

Lyle Hoffman

Vice President

Insurance Office of America

727.916.1180

Lyle.Hoffman@ioausa.com

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ADDENDUM NO. 1

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued August 26, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

## 1. REVISED PRE-BID MEETING AND SOLICITATION SCHEDULE

Due to an unforeseen emergency, the previously scheduled pre-bid meeting has been rescheduled. The revised pre-bid meeting will be held on Wednesday, September 2, 2026, at 11:00 p.m., at Town Hall, 1045 95th Street, Bay Harbor Islands, Florida 33154.

Attendance at the pre-bid meeting is **not mandatory** and is not a condition for submitting a bid.

As a result of this schedule change, the following solicitation dates are also revised:

| SOLICITATION EVENT | REVISED DATE AND TIME |
|---|---|
| **Pre-Bid Meeting** | Wednesday, September 2, 2026, at 11:00 a.m. |
| **Deadline for Questions** | Wednesday, September 9, 2026 |
| **Bid Opening/Submission Deadline** | September 16, 2026, at 3:00p.m. |

All other terms, conditions, specifications, and requirements of the solicitation remain unchanged.

**Fausto Vargas-Reyes**
Procurement Officer

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

Company Name: Home Express Corp DBA HE Builders

Bidder's Signature:

Date: 10/20/2026

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ADDENDUM NO. 2

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued September 1, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

## 1. RESPOND TO QUESTIONS SUBMITED

1. Is there an engineer's estimate for this project?

   **Response:** The Engineers estimate for this project is $4.2M

2. There are 3 pay items on the pay item sheet

- Initial Contingency Amount: Please advise?

  **Response:** FDOT Pay Item 999-25 is an initial contingency amount and is not a bid item. The amount will be established by the Town of Bay Habor Islands, typically at approximately 10% of the total construction cost, in accordance with the FDOT Basis of Estimates Manual and the Construction Project Administration Manual (CPAM). Contractors shall not include a value for this pay item in their bid proposal.

- Phase Construction: Please clarify or remove from bid items?

  **Response:** Phase Construction bid item line to be removed.

- Construction Work Over Water: Please clarify or remove from bid items?

  **Response:** Construction work Over water bid item line to be removed.

3. **Expansion Joints:** There is no pay item for expansion joints or corresponding linear footage (LF). Please clarify

   **Response:** Expansion joints repairs were removed from this project.

4. **Spall Repairs:** The pay item identifies 509 CF; however, the vendor indicates that the plans appear to show less than half of that quantity. Please clarify how the 509 CF quantity was calculated.

   **Response:** The quantities for spall repairs include the locations shown in the contract plans and have been increased by 100% as a contingency to accommodate potential future deterioration and any additional damaged concrete encountered during repair operations. This contingency was established based on our previous experience with bridge rehabilitation

projects in the same geographic area, where similar structures have been exposed to the same aggressive coastal and marine environment. Given the potential for concealed deterioration and the continued effects of chloride exposure, the additional quantity is intended to ensure adequate repairs can be completed if further deterioration is encountered during construction.

5. **Polymer Nosing for Expansion Joint Header Repairs:** There does not appear to be a pay item or quantity for header spalling at the expansion joints. Please clarify and provide the applicable quantity, if required.

   **Response:** Expansion joints repairs, including polymer nosing repairs for joint headers, were removed from this project

6. **Pay Item 561-2 / Movable Bridge Counterweights:** Pay Item 561-2 appears to include work associated with balancing the additional weight resulting from the temporary steel barrier and coating of the existing structural steel. However, there is no separate line item for movable bridge counterweights or furnishing and installing counterweight blocks, typically measured in pounds (LBS). Please clarify whether engineering and bridge balancing are required as part of this pay item and whether these costs should be included in the contractor's price.

   **Response:** Temporary steel barriers are required in the movable span to divert traffic and protect workers during the coating of the existing structural steel. As indicated in the Construction Sequence Notes on Sheet B-9, the Contractor shall furnish, install, maintain, and remove the temporary steel barriers. The installation of the temporary steel barriers will increase the dead load of the movable span. Therefore, the Contractor shall be responsible for evaluating the impact of the additional weight and providing any necessary bridge balancing measures to maintain proper movable bridge operation during construction. All costs associated with engineering analysis, bridge balancing, temporary counterweights (if required), and any related work necessary to accommodate the temporary steel barriers shall be included in the Contractor's bid price for Pay Item 561-2. No separate payment will be made for these activities.

7. **Temporary Steel Barrier:** The plans call for a temporary steel barrier but do not identify the location or required linear footage. In addition, the plans reference a **"Type K Temporary Concrete Barrier."** Please clarify the type of temporary barrier required, its location, and the applicable quantity/linear footage.

   **Response:** The location of the temporary steel barrier shall be as shown for the Type K Temporary Concrete Barrier on sheet B-9 within the movable span. The Contractor shall determine the type of barrier system and the associated quantities required to maintain traffic and provide worker protection in accordance with the Construction Sequence Notes and all the applicable contract requirements. All costs associated with furnishing, installing,

maintaining, relocating, and removing the temporary steel barriers shall be included in the Contractor's bid price. No separate payment will be made for this work.

8. **Traffic Barrier included in steel coating line:** Is there a mistake being that the cost of installation and balancing traffic barrier is included on the steel coating line item?

   **Response:** No mistake. Temporary steel barriers are required in the movable span to divert traffic and protect workers during the coating of the existing structural steel. As indicated in the Construction Sequence Notes on Sheet B-9, the Contractor shall furnish, install, maintain, and remove the temporary steel barriers. The installation of the temporary steel barriers will increase the dead load of the movable span. Therefore, the Contractor shall be responsible for evaluating the impact of the additional weight and providing any necessary bridge balancing measures to maintain proper movable bridge operation during construction. All costs associated with engineering analysis, bridge balancing, temporary counterweights (if required), and any related work necessary to accommodate the temporary steel barriers shall be included in the Contractor's bid price for Pay Item 561-2. No separate payment will be made for these activities.

All other terms, conditions, specifications, and requirements of the solicitation remain unchanged.

**Fausto Vargas-Reyes**
Procurement Officer

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

| | |
|---|---|
| Company Name | Home Express Corp DBA HE Builders |
| Bidder's Signature | |
| Date | 10/20/2026 |

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ADDENDUM NO. 3

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued September 10, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

and Specifications and shall be included with all contract documents.

## 1. REVISED SOLICITATION SCHEDULE

The opening date for this solicitation will be extended.

As a result of this schedule change, the following are the new dates:

| SOLICITATION EVENT | REVISED DATE AND TIME |
|---|---|
| **Deadline for Questions** | September 21, 2026 |
| **Bid Opening/Submission Deadline** | September 30, 2026, at 3:00p.m. |

## 2. RESPOND TO QUESTIONS SUBMITED

1. Considering the specific scope of work, upcoming site visit coordination, and remaining bid prep time, we respectfully request an extension to the current bid due date?

   **Response:** Please see Addendum # 3

2. Steel Traffic Barrier and Lane Closures: What is the maximum length/minimum length of a work zone allowed? Or is the intent of the plans to have a steel traffic barrier across the entire length of the bridge? Please clarify.

   **Response:** The length of the work zone is up to the Contractor's discretion and needs. It is not the intent to have steel traffic barrier/temporary barrier Type K for the entire bridge.

3. Steel Traffic Barrier and Bridge Openings: Steel traffic barriers, if deployed on the bascule leaf, cannot be removed quickly. In respect to bridge openings, does the town

want the steel barrier for lane closures to be bolted to the bridge deck, so the bridge can open while the steel traffic barriers are deployed? Please clarify. Furthermore, do you want the steel barrier bolted to the rest of the bridge? If so, please clarify that the lane closures can be 24 hours and/or until work is completed per lane closure? Is there any lane closure restrictions? Please clarify.

**Response:** Steel traffic barriers shall be bolted to the bascule leaf open grating deck. Contractor shall affix the barrier and balance the bascule leaves to allow the bascule span to operate with the temporary barriers in place while work is being performed on the bascule leaf. The Contractor shall retain a Florida-licensed Professional Engineer to develop and submit the bascule span construction balance and barrier details. For the approach spans, use Temporary Type K Barriers as depicted in the Construction Sequence sheets. The duration and length of the work zone shall be at the Contractor's discretion based on the requirements of the work. There are no additional lane closure restrictions, and the lane closure may remain in place continuously until the work within the respective lane is completed.

4. The plans call for a steel barrier be attached to the bascule bridge deck. There is not a manner to transition from the concrete barrier along the concrete bridge deck to the proposed steel barrier on the bascule bridge deck/grating. This would require a "break" or gap in the barrier so that the counter-weight side of the lift span is able to move without interference. A gap/break between barrier wall pieces is not in conformance with MUTCD or FDOT standards.

   **Response:** The barrier system shall be configured such that operation of the bascule span is not obstructed, and the required clearances for movement and balance of the bascule leaf is maintained. The Contractor shall provide a proposed transition detail between the Temporary Type K concrete barrier on the approach span and the steel traffic barrier attached to the bascule leaf. The proposed configuration shall comply with applicable FDOT and MUTCD requirements and shall not incorporate an unprotected gap or discontinuity in the barrier system that would compromise its intended function. The Contractor shall retain a Florida-licensed Professional Engineer to develop and submit the proposed bascule span construction balance and barrier transition detail, including connections, anchorage, and required clearances for operation of the bascule span, to the Engineer of Record for review and approval prior to installation

5. Would the owner consider terminating the barrier wall at the end of the approach spans and then re-starting the barrier immediately past the bascule span? if an

additional attenuator is required for that point, there are other alternatives such as sand drums or a SLED attenuator that are FDOT QPL approved to be placed on bridge deck. Typical attenuators cannot be drilled into the deck due to the length of the fasteners.

**Response:** The Owner will consider terminating the temporary concrete barrier at the end of the approach span and re-establishing the barrier immediately beyond the bascule span, provided that the resulting configuration complies with applicable FDOT requirements and maintains the required protection for the work zone and traveling public. Where an impact attenuator is required at a barrier termination, the Contractor may propose an FDOT APL-approved system suitable for installation on the bridge deck and compatible with the available anchorage and deck conditions. Systems that do not require drilling into the bridge deck, such as approved sand barrel arrays or other approved non-anchored systems, may be considered. The Contractor shall retain a Florida-licensed Professional Engineer to develop and submit the proposed barrier termination and impact attenuator configuration, including applicable FDOT/APL details and required clearances, to the Engineer of Record for review and approval prior to installation.

6. For bridge tendering: Is the bridge tender required 24 hours per day, or certain hours?.

   **Response:** The bridge tender is required 24 hours per day 7 days per week.

7. Pricing Page: Please provide the updated pricing page to be completed, based on the feedback from Amendment # 2.

   **Response:** Please see addendum # 3

All other terms, conditions, specifications, and requirements of the solicitation remain unchanged.

# ADDENDUM NO. 3

ITB No. 5-1035-PW-0-2026/FVR

**Fausto Vargas-Reyes**
Procurement Officer

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

| | |
|---|---|
| Company Name | Home Express Corp DBA HE Builders |
| Bidder's Signature | |
| Date | 10/20/2026 |

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ADDENDUM NO. 4

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued September 28, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

## 1. REVISED SOLICITATION SCHEDULE

The deadline for submitting questions and the bid opening date will be extended.

| SOLICITATION EVENT | REVISED DATE AND TIME |
|---|---|
| **Deadline for Questions** | October 12, 2026 |
| **Bid Opening/Submission Deadline** | October 21, 2026, at 3:00p.m. |

All other terms, conditions, specifications, and requirements of the solicitation remain unchanged.

**Fausto Vargas-Reyes**
Procurement Officer

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

Company Name: Home Express Corp DBA HE Builders

Bidder's Signature:

Date: 10/20/2026

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ADDENDUM NO. 5

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued October 9, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

and Specifications and shall be included with all contract documents.

## 1. RESPOND TO QUESTIONS SUBMITED

1.For the MOVEABLE BRIDGE FUNCTIONAL CHECKOUT, PHASE C.

Are we only testing to make sure the bascule leafs are working? Please define the town's expectations. There is no electrical, nor moveable machinery on this project. The spec for this pay item encompasses checking a lot more than we are working on.

**Response:**

The scope of work within the movable span is limited to spot painting of the movable span. No electrical, mechanical, or bridge operation system modifications are included as part of this project. Accordingly, the Town's expectation is that, upon completion of construction, the bridge will be operated to verify that the bascule leaves open and close properly and that the work performed has not adversely affected the normal operation of the bridge. No modifications to the bridge operating systems are anticipated; however, a functional checkout of the movable span shall be performed throughout the construction process to verify that the movable bridge remains fully operational.

The functional checkout shall include the following as outlined in Technical Special Provisions T465:

1. Pre-Construction Testing

Prior to commencing work, test the span operating sequence, verify proper operation of all interlocks, and document existing conditions.

2. Final Operational Testing

Upon completion of the work, perform a final operational test of the span operating sequence and verify proper operation of all interlocks. Chart record operating current for all motors.

Upon successful completion of the final operational testing, the bridge shall be demonstrated to operate in a manner consistent with its pre-construction condition, confirming that the work performed has not adversely affected the normal operation of the bridge.

As part of this addendum you will find Technical Special provisions for movable bridges section T465

2. After speaking with our engineers, to add 300 LF of steel barrier on the bascule leafs, that would equal 18000-20000 lbs. That would require somewhere around 850 counterweight blocks. (425 blocks per counterweight). The blocks we selected are 80.5 lbs/block.

Has it been verified by the city that 850 counterweights can even fit on the bridge? If the counterweights cannot fit on the bridge, a steel barrier may not be able to be placed on the deck and bolted in. There are no "AS BUILTS" given with this project.

**Response:**

The temporary steel barrier system was intended to provide an additional level of protection for workers on the movable span during construction. However, it was determined by The Town of Bay Harbor Islands, with assistance from the Designer (H&H), that the counterweight pockets do not have adequate capacity to accommodate the required additional balance blocks to balance the span. Since there is no work on the deck of the bascule span and no drop off hazard, the temporary steel barrier system is no longer required to be included in the Contractor's MOT Plan.

3. Could you please provide the as-built drawings for the existing bridge and movable span mechanism?

**Response:**

The existing bridge structural, mechanical, and electrical plans, including the original construction plans from 1950 and rehabilitation plans from 2014, will be provided in this addendum.

All other terms, conditions, specifications, and requirements of the solicitation remain unchanged.

Fausto Vargas-Reyes
Procurement Officer

# ADDENDUM NO. 5

ITB No. 5-1035-PW-0-2026/FVR

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

| | |
|---|---|
| Company Name | Home Express Corp DBA HE Builders |
| Bidder's Signature | |
| Date | 10/20/2026 |

# TECHNICAL SPECIAL PROVISION

# FOR

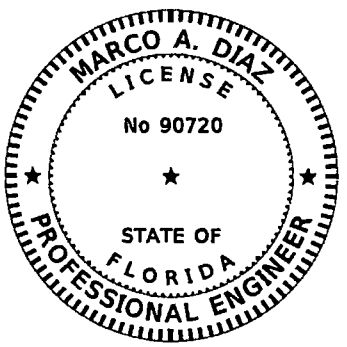
# MOVABLE BRIDGES

## SECTION T465

## TOWN OF BAY HARBOR ISLANDS

This Technical Special Provision has been digitally signed and sealed by Marco Antonio Diaz, PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

| | |
|---|---|
| Date: | 1/16/2026 |
| State of Florida, Professional Engineer, License No.: | 90720 |
| Firm/Agency Name: | Hardesty & Hanover, LLC |
| Firm/Agency Address: | 3250 W. Commercial Blvd., Suite 348 |
| City, State, Zip Code: | Fort Lauderdale, FL 33309 |
| Page(s): | 1 through 10 |



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## T465 –MOVABLE BRIDGES

**T465-1 General.**

**T465-1.1. Description:** Execute movable bridge work in accordance with the Contract Documents.

**T465-1.2. Standards:** Portions or all of certain recognized industry or association standards or specifications referred to as a requirement in these Technical Special Provisions are to be considered as binding as though reproduced in full unless supplemented and modified by more stringent requirements of the Contract Documents. Unless otherwise stated the reference standard or specification, which is current at the time the Contract Documents are sent out for solicitation, will apply. The following abbreviations will be used throughout the Contract Documents to designate standard specifications for material and workmanship:

| | |
|---|---|
| American Gas Association | AGA |
| American Refrigeration Institute | ARI |
| American Bearing Manufacturers Association | ABMA |
| Motion and Power Manufacturer's Alliance | MPMA |
| National Electrical Contractors Association | NECA |
| Society for Protective Coating | SPC |

**T465-1.3. Supervisory Personnel Qualifications:** Meet the requirements of the FDOT Standard Specification Section 105.

A. Bridge Operator(s) and Foreman

1. Provide a qualified bridge operator for operation, testing, and adjusting of the bridge from the first chargeable workday through Final Acceptance.

2. Provide a foreman, who is qualified to operate the bridge, to supervise its operation, and to make any minor adjustments that may be required to the electrical or mechanical equipment.

**T465-1.4. Existing Information:** The dimensions and elevations shown are based on the Existing Bridge Plans and may not represent as-built conditions.

**T465-1.5. Field Measurements and Surveys:** Conduct field surveys to verify existing dimensions shown on the Plans, prior to development of submittals. Identify field verified dimensions on submittals. Conduct field measurements and surveys as required to supplement information provided in the Plans and as necessary to provide a complete and satisfactory fitting and operational installation.

**T465-1.6. Products:** Provide materials and equipment meeting the requirements of this Technical Special Provision. Where particular products are called for, provide said products unless otherwise approved in writing by the Engineer.

**T465-1.7. Bridge Operator, Preventative Maintenance, Routine Repair, and Equipment Failures:** Assume responsibility for the operation and all maintenance of the movable bridge from the first chargeable workday through Final Acceptance, including all aspects of bridge equipment, administration, maintenance, troubleshooting, repairs, replacements, and operation.

Notify the owner immediately of any failure or malfunction. Contractor shall acknowledge receipt, fifteen (15) minutes of initial notification by the owner or Bridge Operator. These Contractor obligations apply seven (7) days a week and twenty-four (24) hours per day. The Contractor must arrive on-site, prepared to act with the necessary manpower and typical emergency response tools and equipment within forty-five (45) minutes of the owner's initial notification. Complete repairs immediately upon failure or malfunction to the satisfaction of the

Engineer. If immediate repair is not possible, provide a temporary solution within a period agreed to by the owner. Upon the Engineer's approval of the proposed permanent solution and timeframe, implement the solution.

If the construction activities, operations, and/or Contractor's negligence result in damage to the bridge requiring repairs, make immediate repairs at Contractor's sole expense.

Assume responsibility for performing all preventative maintenance inspections and services to all mechanical, electrical, hydraulic, and other related systems on the movable bridge. Perform all preventative maintenance in accordance with current AASTHO Movable Bridge Inspection, Evaluation, and Maintenance Manual as well as all manufacturer's manuals for each system. Meet with the owner and Asset Management contractor after Award. This includes a field meeting with all parties to review and identify the condition of all equipment and allow the Asset Management contractor to provide up-to-date information on operational and maintenance issues relevant to the scope of the work. Submit a Maintenance Plan to the owner no later than the Preconstruction Meeting for written approval by the owner.

At a minimum, perform at least one inspection per month on each component of the bridge system. These monthly inspections will be documented on the electrical and mechanical inspection forms provided by the owner. Any item graded poor or fair shall require prompt corrective action. Where owner or manufacturer's specifications require inspections and/or preventative maintenance service intervals more frequent than once a month, schedule and report the completion of these inspections and services to the owner.

Document any failure or malfunction by describing the event and logging a "Preliminary Cause of Failure Report." Submit this report to the Engineer within ten calendar days of the event. If immediate repairs are not possible or necessary, document resolutions for review and approval by the Engineer.

All work shall be performed to the satisfaction of the Engineer. The Engineer may elect to inspect all work done by the Contractor at any time.

**T465-1.8. Coordination:** Coordinate installation and testing of the bridge mechanical and electrical systems. Coordination of Shop Drawings: Provide Shop Drawings meeting the requirements of FDOT Standard Specification Section 5.

**T465-1.9. Quality Control:** Perform all work under this Technical Special Provision in accordance with an approved Quality Control Plan meeting the requirements of FDOT Standard Specification Section 105.

**T465-1.10. Observation of Work:** Meet the requirements of FDOT Standard Specification Section 105.

**T465-1.11. Documentation of Tests:** Meet the requirements of FDOT Standard Specification Section 105.

**T465-1.12. Equipment Start-Up:** Meet the requirements of the FDOT Standard Specification Section 105. As a minimum, but not limited to, include the following in the Quality Control Plan.

A. Verify that utilities, connections, and controls are complete and equipment is in operable condition.

B. Observe start-up and adjustment. Record date and time of start-up, and results.

C. Observe equipment demonstrations to the Engineer. Record times and additional information required for operation and maintenance manuals.

D. Provide the services of a factory authorized start-up representative at the time of energizing and for the Functional Checkout as required in this Technical Special Provision.

**T465-1.13. Inspection and Acceptance of Equipment:** Prior to inspection, verify that equipment is tested, operational, clean, and ready for operation. Assist Engineer with review. Prepare list of items to be completed and corrected.

**T465-1.14. Submittals:**

**T465-1.14.1. General:** Meet the requirements of FDOT Standard Specification Section 5. As a minimum, but not limited to, include the following in the Shop Drawings.

A. Before preparation of shop drawings for new components that must mate with the existing structure, obtain all necessary field dimensions to provide proper fit of the new components. Where new components are to be attached to the existing structure where existing fasteners exist, take care that any fastener holes in the new components will mate with the bolts/holes in the existing material. If reaming larger holes in existing components, verify edge distances are acceptable.

**T465-1.14.2. Product Data:** Submit products meeting the requirements of FDOT Standard Specification Section 6.

**T465-1.14.3. As-Built Drawings:** As a condition precedent to final acceptance under FDOT Specification 5-11, submit for review and approval by the Engineer, complete as-built drawings meeting the requirements of FDOT Specification 5-1.4.4. In addition, provide an electronic copy of all documents in a format acceptable to the Engineer.

Draft as-built drawings from the marked up working drawings. Provide the working drawings for checking purposes.

Ensure that as-built drawings are essentially the same as the working plans and shop drawings submitted for approval but showing all the changes made during construction. Product Data: Submit products meeting the requirements of FDOT Standard Specification Section 6.

**T465-1.14.4. Operation and Maintenance Manuals:** Provide lubrication charts. In addition to providing lubrication charts, mount full size wall charts as follows:

Mount copies of the first chart in each pier area near each piece of main drive machinery. Mount a copy of the second chart in the Control House. Provide mounted charts of at least 22 inch by 36 inch in size, mounted in a permanent frame behind transparent plastic. Furnish two full size permanent type reproducibles of these charts to the Department for replacement purposes.

**T465-1.14.5. Maintenance Training:** Provide a minimum of 24 hours classroom and on-site training for 10 persons. Distribution of time may be divided as required but with a minimum of 8 hours on-site. Coordinate the location and time of the training with the owner. At a minimum, include training for the following equipment:

A. Lubrication.

B. Preventive maintenance for all new and rehabilitated machinery including locking devices.

C. Electrical equipment.

D. Adjusting of control system parameters.

E. Emergency generator operation.

F. Control system troubleshooting.

Perform maintenance training prior to the end of the Operational Testing period.

**T465-1.14.6. Operations Training:** Provide a minimum of 8 hours on-site training for 10 persons. At a minimum, include training for the following operations:

A. Operation of bridge under all conditions.

B. Interlock functions.
C. Bypass functions.
D. Emergency stops.
E. Manual gate and locking device operation.
F. Emergency generators and manual transfer switch operations.
G. Interpretation of trouble alarms.
H. Operation under different operating and redundancy modes.

Perform operations training within the first 10 working days of the Operational Testing period, following Functional Acceptance.

**T465-2 Movable Bridge Functional Checkout.**

**T465-2.1. General Requirements:** Thoroughly checkout and test the movable bridge operation as defined herein, to determine compliance with the requirements for construction, safety, maintenance, and operation of the facility as required in the Contract documents. Include in the tests verification of all functions related to leaf operation, maintenance, and safety whether specifically defined herein or required of the Contract.

Collect and assemble full documentation of the test requirements and provide in booklet form meeting the requirements of FDOT Standard Specification Section 5-1.4.4.2.

Detail and submit in shop drawing format, for written approval, test procedures for specific tests to be performed and the acceptance criteria for each test. Each procedure will be reviewed before and after testing by the Engineer. Ensure this testing demonstrates the functionality of the bridge components as well as the complete operation of the constructed facility. Shop test individual systems prior to this procedure as required herein or under individual item specification.

Verify all mechanical, electrical and structural systems integration requirements.

**T465-2.2. Material Requirements:** Functional Acceptance Test Books: Integrate and assemble information required for Functional Test books meeting the requirements of FDOT Standard Specification Section 5-1.4.4.2.

**T465-2.3. Construction Requirements:**

**T465-2.3.1. General**

A. The Functional Acceptance Tests consists of three parts.

1. Preliminary Checkout.
2. Functional Tests (Phase C).
3. Operational Testing Period

B. Engineer Notification: Provide adequate notice (20 working days minimum) prior to all tests so that the Engineer can witness and accept the method and result of the testing. Perform all testing after all required submittals are reviewed and approved in writing by the Engineer.

C. Manufacturer Representatives: Arrange to have at the site, for each test, appropriate representatives of the bridge drive and electrical control equipment. These representatives must be prepared to make adjustments to the equipment, of locating faults or defects and correcting them, and of obtaining from the manufacturers, without delay, new parts or replacements of apparatus which, in the opinion of the Engineer, do not perform satisfactorily.

D. Field Tests: Arrange for and provide all necessary field tests, as indicated herein and as directed by the Engineer, to demonstrate that the entire modified or reworked area is in proper working order and is in accordance with the approved Plans and Special Provisions.

E. Phasing of Tests:

1. Implement the construction of the bridge in phases as required by the Maintenance of Traffic Plan. In general, the phase will consist of installing replacement systems, completing the integrated system (Phase C). Conduct functional acceptance testing for the phase.

2. Once construction work begins, do not open that structure to traffic until the detailed requirements for preliminary and functional testing as described below, and approved by the Engineer, are completed to the satisfaction of the Engineer. Functions which have been completed to the extent required of the testing may be accepted in part, provided the deficiencies have been documented, an approved plan of corrective action has been submitted, and an approved method of providing a safe substitute function has been implemented (example, gate functions may be provided by temporary flagmen).

3. Completion of Phase C will be accepted only when the entire integrated system has been tested and accepted, all temporary functions have been removed, all required records and documentation have been provided, and the Operational Testing Period has been successfully completed.

**T465-2.3.2. Tests:** The Functional Acceptance Tests: Present specific, step by step procedures to demonstrate and provide data for evaluation of each function of the movable bridge. Include for each test quantitative measurements including torque, amperage, watts, pressure, temperature, speed, RPM, and other parameters required by the Engineer to evaluate functionality.

Acceptance Criteria: Present Functional Acceptance criteria that is concise and void of ambiguities. State specific performance of each component or function with regards to the requirements of the design and each unique condition of performance. Include all normal and emergency operating conditions as defined in the Contract Documents and design specifications and all maintenance modes of operation.

**T465-2.3.3. Preliminary Checkout:**

A. Prior to scheduling the Functional or Acceptance Test, perform preliminary checks and make adjustments on the new work, such that the system is reliable working order. Ensure that all control wiring has been completed and properly labeled. Coordinate this work with the maintenance of traffic plan such that any failure of the system being tested would not interfere with the scheduled use of the bridge.

B. Perform drive system tests during periods in which the span (or leaf) being tested is normally closed (i.e., closed to marine traffic). Provide backup means of lowering the leaf(s) if vehicular traffic is scheduled to use the bridge.

C. Run the bridge continuously in normal mode (not manual mode) for at least five calendar days before performing the Functional Checkout.

D. Record the following, as applicable, during the preliminary checkout (record using time as the base measurement):

1. Chart recorded wattmeter readings for each main drive motor and auxiliary equipment during their full cycle of operation

2. Chart recorded pressure readings for both ends of each cylinder during their full cycle of operation.

**T465-2.3.4. Functional Tests:** Upon written approval of the Engineer to proceed, conduct the Functional Acceptance Tests. The tests include the following functional tests and Acceptance Criteria regardless of whether work was performed on this equipment.

**T465-2.3.5. Control Functions (manual and automatic operation):**

A. Bridge Sequence: Demonstrate the correct operation of the bridge as described in these Technical Special Provisions and in the drawings.

B. Demonstrate EMERGENCY STOP of each leaf at or during each phase of opening and closing the bridge (phases include ramping up or down, full speed, and creep speed).

C. Interlocks:

1. Simulate the operation of each limit switch to demonstrate correct operation and interlocking of systems.

2. Demonstrate BYPASS operation for each failure for each required bypass (as listed in Technical Special Provision T508).

3. If applicable, simulate each failure for which there is an alarm message to demonstrate correct message displays.

4. Provide comprehensive testing of interlocks to demonstrate that unsafe or out of sequence operations are prevented.

D. Position Indicator: Observe readings with bridge closed and full open to assure correct readings.

E. Span Locks:

1. Operate each span lock through one complete cycle and record, with chart recorder, motor power (watts) throughout the operation, record lock bar-to-guide and lock bar-to-receiver, clearances.

2. If applicable, operate each lock with hand crank or manual pump for one complete cycle.

3. Record time of operation, stroke, and maximum operating and relief pressures for each lock bar and power unit.

4. Verify lock bar to guides and receiver clearances and parallelism.

5. Verify that there is no movement of the leaves caused by the operation of the span locks when the locks are pulled and driven with the bridge fully seated.

F. Bridge Machinery (also refer to the testing requirements of TSP Section T468):

1. Demonstrate operation of lubrication systems of new or rehabilitated machinery.

2. Demonstrate live load shoe contacts and alignment of the bascule leaf rear and center span joints.

3. Operate each leaf through three continuous cycles at full speed for each hydraulic pump motor. During this inspect the machinery for proper function. Correct any abnormal conditions to the satisfaction of the Engineer, and retest in entirety.

G. Bridge Machinery (also refer to the additional testing requirements written in these Technical Special Provisions):

1. Demonstrate operation of all lubrication systems.

2. Demonstrate live load shoe contact.

3. Operate each leaf through six continuous cycles at full speed, three cycles for each electric motor. During operation inspect the machinery for proper

function. Correct any abnormal conditions to the satisfaction of the Engineer, and retest in entirety.

H. Span Brakes Control:

1. During the span raise and lower operations, verify and record the normal automatic set and release operation of the brakes.

2. If applicable, demonstrate brake hand release, each brake, one at a time, and monitor the hand release indication through the PLC.

3. With the Span in non-permissive operation mode (span locks driven, drives not energized), manually activate the brake set and release switches and monitor their set/released indication at the control desk.

I. Emergency Power: Have test results from the tests specified in Technical Special Provision T508 available for review.

**T465-2.3.6. Bridge Operational Testing Period:** Upon successful completion of the Functional Checkout and the repair of all items that were identified during the functional tests, open the bridge for vehicular and marine traffic, and start a 60 day a bridge operational testing period.

Provide all materials and labor to operate and maintain the bridge for the operational testing period. During this period, open the bridge a minimum of 4 times per day. During this period, under observation by the Engineer, test all aspects of the movable bridge and its operation. Repair or replace any mechanical or electrical component of the bridge that becomes inoperative or defective during the 60 calendar day period, at no additional compensation.

If correction of inoperative or defective equipment requires installation of components from a different manufacturer, or reconfiguration of components, the changes will be subject to written approval by the Engineer. Additional functional testing of the corrected systems may be required and the 60-day Operational Testing Period may be increased or restarted at the sole discretion of the Engineer. Perform the tests at no additional compensation.

Train Department personnel in the maintenance and operation of the bridge during the latter 15 calendar days of this 60-day period.

**T465-3 Method of Measurement.**

**T465-3.1. General:**

A. Operating Instructions: No separate measurement will be made toward furnishing operating instruction books, and providing bridge operations and maintenance training.

B. Movable Bridge Operator: The quantity to be paid will be at the Contract unit price per day for the actual days the Movable Bridge Operator is operating the bridge.

C. Movable Bridge Preventive Maintenance and Routine Repair: The quantity to be paid for preventive maintenance and routine repair from first chargeable workday to final acceptance will be at the Contract lump sum price completed and accepted.

D. Movable Bridge Functional Checkout: The quantity to be paid for Movable Bridge Functional Checkout will be at the Contract lump sum price completed and accepted.

**T465-4 Basis of Payment.**

**T465-4.1. General:**Price and payment will be full compensation for all labor and work specified in this Technical Special Provision, including furnishing and installing all equipment and materials. Payment will be made under:

465-2-405 MOVABLE BRIDGE MACHINERY & CASTING – REHABILIATION, RECONDITION, SPAN LOCKS (AS) for span lock assembly rehabilitation work including replacement of missing turned bolts, new lubrication lines, furnishing of new span lock guide shoe shims and reshimming of the span lock guides.

465-2-421 MOVABLE BRIDGE MACHINERY & CASTING – REHABILITATION, FIELD MACHINING, PLAIN JOURNAL BEARING (EA) for all work replated to the replacement of the sheared bearing cap stud at Near Leaf Bearing B1-L.

465-2-508 MOVABLE BRIDGE MACHINERY & CASTING – REHABILITATION, ADJUST/MODIFY, LIVE LOAD SHOES (LS) for live load shoe assembly rehabilitation work including cleaning & painting, replacement of sole plate fasteners and masonry casting anchor nuts, furnishing of new live load shoe shim packs and reshimming of the live load shoes.

465-20 MOVABLE BRIDGE - PREVENTIVE MAINTENANCE & ROUTINE REPAIR (LS) for ongoing preventative maintenance and upkeep of the movable bridge systems while the work detailed above is being carried out.

465-21 MOVABLE BRIDGE OPERATOR (DA) for operation of the movable bridge while the work detailed above is being carried out.

465-71-3 MOVABLE BRIDGE FUNCTIONAL CHECKOUT PHASE C (LS) for verification of proper operation of all movable bridge components and systems following completion of the work described above.

TOWN OF
BAY HARBOR ISLANDS
FLORIDA

# ADDENDUM NO. 6

ITB No. 5-1035-PW-0-2026/FVR

# BC-164 ICW BRIDGE REPAIR

Project BC-164 | Issued October 13, 2026

## PURPOSE OF THIS ADDENDUM

This Addendum is being issued to provide the following information. It is hereby made a part of the Plans and Specifications and shall be included with all contract documents.

and Specifications and shall be included with all contract documents.

## 1. RESPOND TO QUESTIONS SUBMITED

1. Given that the concrete barrier on the rest of the bridge remains as required, please clarify if you want cones or drums to replace the steel barrier portion over the steel leafs portion on the bridge? **THERE IS NO OBJECTION FROM THE TOWN AND ENGINEER REGARDING THE USE OF THESE DEVICES** If not, please provide an MOT plan that contractors can follow. As currently presented in the plans, even with drums; it will not match any required design standards as required in the plans, and this must be dropped as a written requirement. If not, then please clarify the cities expectation and direction and provide updated MOT plans to match the intention of Amendment #5?

**Response:**

Contract Plan Sheet B-9, "Construction Sequence," has been revised and is included in this Addendum. The revised sheet removes the temporary steel barrier and Type K temporary concrete barrier and replaces them with channelizing devices in accordance with FDOT Standard Plans Index 102-600.

The Town and Engineer of Record have no objection to the use of appropriate channelizing devices, including cones or drums, provided they comply with applicable FDOT requirements and the approved Maintenance of Traffic (MOT) plan.

The Contractor shall be responsible for preparing and submitting signed and sealed MOT plans, developed by a Professional Engineer licensed in the State of Florida, for review and approval by the Town of Bay Harbor Islands and the Engineer of Record.

The revised Contract Plan Sheet B-9 establishes the intended construction sequence and MOT concept. No additional revisions to the proposed construction sequence or MOT concept are anticipated at this time.

**Fausto Vargas-Reyes**
Procurement Officer

# ADDENDUM NO. 6

ITB No. 5-1035-PW-0-2026/FVR

## ACKNOWLEDGMENT OF ADDENDUM

Bidders shall acknowledge receipt of this Addendum by signing below and returning this page with their bid.

| | |
|---|---|
| Company Name | Home Express Corp DBA HE Builders |
| Bidder's Signature | |
| Date | 10/20/2026 |

## STRUCTURAL GENERAL NOTES

A. The intent of the Project is to complete repairs on Bridge No. 875101 as presented in the Plans and Specifications.

B. DESIGN SPECIFICATIONS:
1. FDOT Structures Manual dated January 2025 and subsequent Structures Design Bulletins.
2. American Association of State Highway and Transporation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Bridge Design Specifications, 9th Edition.
3. American Association of State Highway and Transporation Officials (AASHTO) Load and Resistance Factor Design (LRFD) Movable Highway Bridge Design Specifications, 2nd Edition (2007) with 2008, 2010, 2011, 2012, 2014, 2015, and 2018 Interims.
4. Florida Building Code, 8th Edition (2023) for Control House.
5. FDOT Design Manual dated January 2025 and subsequent Roadway Design Bulletins.

C. GOVERNING STANDARDS AND CONSTRUCTION SPECIFICATIONS:
1. FDOT, FY 2025-26, Standard Plans and Revised Index Drawings as appended herein.
2. FDOT Standard Specifications for Road and Bridge Construction, FY 2025-2026 Edition and supplements thereto.

D. VERTICAL DATUM:
1. Vertical datum reference to National Geodetic Vertical Datum, (NGVD 29).

E. ENVIRONMENT:
Superstructure: Extremely Aggressive
Substructure: Extremely Aggressive

F. DESIGN METHODOLOGY:
Load and Resistance Factor Design (LRFD) method using Strength, Service Extreme Event and Fatigue Limit States.

G. DESIGN LOADINGS:

1. Live Loads:
- Design Vehicle (Bridge) HL-93 with Dynamic Load Allowance
- Pedestrian 75 psf

2. Dead Loads (for Structural Design):

| Element: | Unit Weight: | |
|---|---|---|
| - Concrete (Normal Weight incl. Reinf.) | 150 | pcf. |
| - Steel | 490 | pcf. |

Dynamic Load Allowance of 20% applied to dead load for elements subject to movement (not combined with live load).

3. Wind Loads: Per AASHTO LRFD as modified by SDG Article 2.4

| Load Case: | Basic Wind Speed: |
|---|---|
| - Design | 170 mph (Miami-Dade County) |
| - Construction Active | 30 mph |
| - Construction Inactive | 90 mph |

Ground Surface Roughness Category 'D'
Gust Effect Factor 0.85

4. Utilities: No allowance for utility loads has been included in the design.

5. Force Effects and Movements from Uniform Temperature: Per SDG Article 2.7

H. MATERIALS:
1. Reinforcing Steel:
Grade 60 carbon steel per Specifications Section 931.

2. Structural Steel: ASTM A709 Grade 50.

3. Structural Steel Bolting
Make all field connections with ⅞" diameter high strength bolts in accordance with ASTM F3125 Grade A325 (U.N.O.).

4. Concrete:

| Concrete Class | Min. 28-Day Compressive Strength (ksi) | Location |
|---|---|---|
| See TSP T401 | f'c = 6000PSI @ 7 Days | Spall Repairs |

I. CONSTRUCTION:

| Element: | Cover |
|---|---|
| - Superstructure - All Surfaces (U.N.O.) | 2" |
| - Bascule Pier and Piers - All Surfaces (U.N.O.) | 3" |

2. Concrete Construction Joints
Construction joints will be permitted only at the locations shown in the Plans. Additional construction joint or alterations to those shown shall require approval of the Engineer.

J: MISCELLANEOUS:
1. Construction Impacts to Navigation Traffic
At no time during construction will the waterway be closed to navigation without prior notification and approval of the Seventh Coast Guard Marine Safety Office in Miami (MSO, Miami). Mark all construction equipment in accordance with the U.S. Coast Guard "Navigation Rules (CG-169)" and remove from the channel when not engaged in construction activities. Prepare and submit a copy of the plan, schedule, and sequence of operations to the U.S. Coast Guard MSO. Miami and the Engineer for approval 60 days prior to starting work. Include any work that would potentially reduce the horizontal and/or vertical clearance of the waterways. Immediately notify the Coast Guard Marine Safety Office, Miami, Jennifer Zercher at (305) 415-6740 to schedule the placement of barges or floating equipment in the waterway and any channel closures required for this construction. Use caution when implementing floating barriers and operating waterborne equipment to avoid protected seagrass and manatees in the vicinity of the project.

2. During all construction operations, do not drop waste concrete, debris, or other material to the channel below the bridge. Use platforms, nets, screens, or other devices to catch the material. If the Engineer determines that adequate protective devices are not being employed, suspend the work until adequate protection is provided.

3. No staging or other activities for this project will be allowed within the Intracoastal Waterway

4. Contractor equipment including but not limited to floating platforms, scaffolding, etc. that may impart shading to seagrasses may not remain in place for a duration longer than two (2) weeks.

5. Barge spudding, anchoring, or grounding is not permitted.

6. The Contractor shall ensure that all vessels associated with the construction shall operate within waters of sufficient depth so as to preclude bottom scouring or prop dredging, and shall maintain a minimum of one (1) foot of water between the vessel bottom and submerged aquatic resources.

7. Existing Bridge Construction Considerations
Dimension Verification: Unless otherwise noted, the dimensions, elevations and information shown are based on the Original Construction Plans and may not represent as-built conditions. Dimensions and conditions provided need to be field verify before preparation of the shop drawings and beginning of construction and notify the Egineer of any discrepancies.

8. Noise Ordinances
Comply with Miami-Dade County noise ordinances and adhere to FDOT Specifications. Perform All work that generates excessive level of noise and disturbance during daytime only.

9. Plan Dimensions
All dimensions in these Plans are in units of feet and measured horizontally or vertically (UNO).

10. The Contractor's attention is directed to the fact that, due to the nature of the rehabilitation / repair projects, the exact extent of rehabilitation / repair work cannot always be accurately determined prior to the commencement of work. These Plans were detailed to agree with the existing Plans and the results of limited field investigation.

The details on the drawings indicate the limits of removal and repair based on the bridge Inspection Report dated 5/19/2025 and field observations performed in 1/19/2024. The removal and repair limits shown on the Contract Drawings indicate approximate removal and repair limits based on the condition of the structure at the time of the inspections/observations.

11. The Contractor shall be responsible for the design, furnishing, installation, maintenance, and removal of all required traffic control and safety devices necessary to maintain vehicular, pedestrian, and bicycle traffic throughout construction. All traffic controlmeasures shall be in accordance with the U.S. Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD), the Florida Department of Transportation (FDOT) Design Manual (FDM), and applicable FDOT Standard Plans. Prior to implementation of any Maintenance of Traffic (MOT) operations, the Contractor shall prepare and submit MOT plans, signed and sealed by a Professional Engineer licensed in the State of Florida, to the Town of Bay Harbor Islands and the Engineer of Record for review and approval. The Contractor shall not commence MOT activities until all required approvals have been obtained.

Bridge No. 875101

| REVISIONS | | | | | |
|---|---|---|---|---|---|
| DATE | BY | DESCRIPTION | DATE | BY | DESCRIPTION |
| | | | | | |

XAVIER DE LA TORRE, P.E.
LICENSE NUMBER: 83223
HARDESTY & HANOVER, LLC
3250 W. COMMERCIAL BLVD.,
SUITE 348
FORT LAUDERDALE, FL 33309

DRAWN BY: XD 10-25
CHECKED BY: CG 10-25
DESIGNED BY: XD 10-25
CHECKED BY: JS 10-25

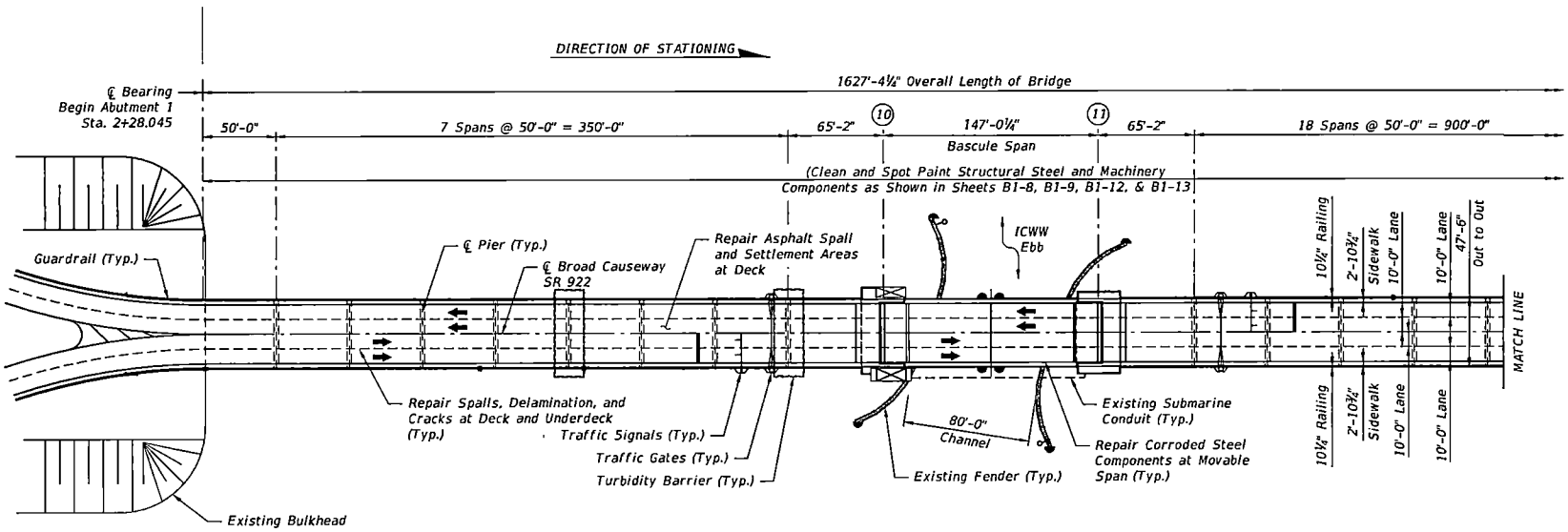
TOWN OF BAY HARBOR ISLANDS

| ROAD NO. | COUNTY | PURCHASE ORDER NO. |
|---|---|---|
| 922 | MIAMI-DADE | 06940 |

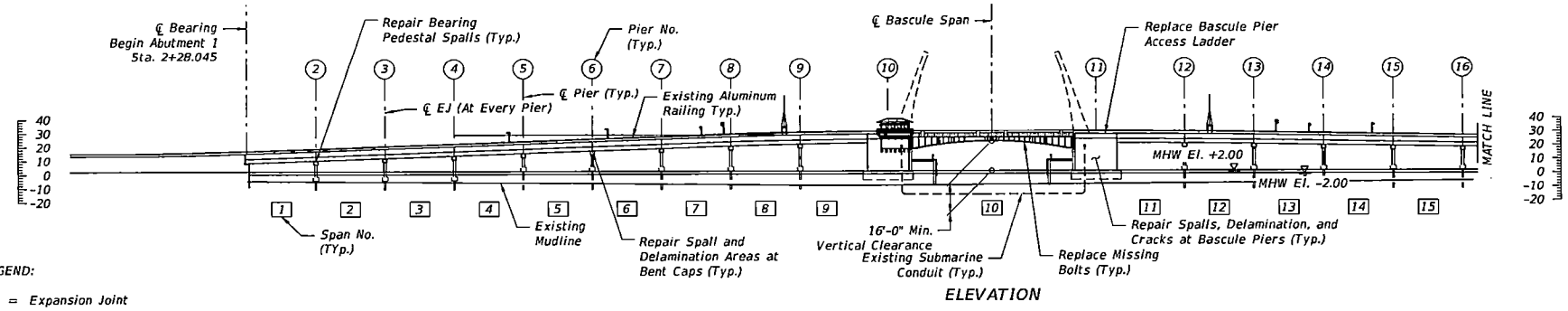
SHEET TITLE: GENERAL NOTES (1 OF 2)
REF. DWG. NO.: G-5
PROJECT NAME: BROAD CAUSEWAY BRIDGE REPAIRS OVER INTRACOASTAL WATERWAY
SHEET NO.: B-5

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PLAN




ELEVATION

LEGEND:

EJ = Expansion Joint

Bridge No. 875101

| REVISIONS | | | | | |
|---|---|---|---|---|---|
| DATE | BY | DESCRIPTION | DATE | BY | DESCRIPTION |
| | | | | | |


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FORT LAUDERDALE, FL 33309


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| CHECKED BY: CG 10-26 | |
| DESIGNED BY: XD 10-26 | |
| CHECKED BY: JS 10-26 | |

TOWN OF BAY HARBOR ISLANDS

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|---|---|---|
| 922 | MIAMI-DADE | 06940 |

SHEET TITLE: GENERAL PLAN AND ELEVATION (1 OF 2)

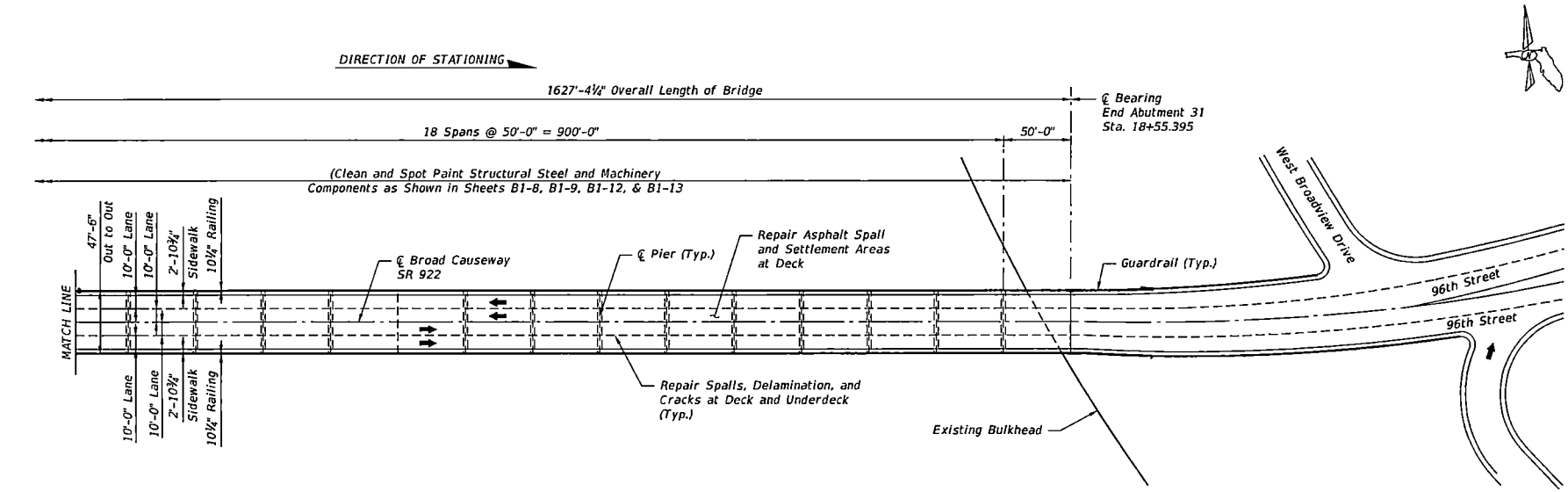
REF. DWG. NO.: G-7

PROJECT NAME: BROAD CAUSEWAY BRIDGE REPAIRS OVER INTRACOASTAL WATERWAY

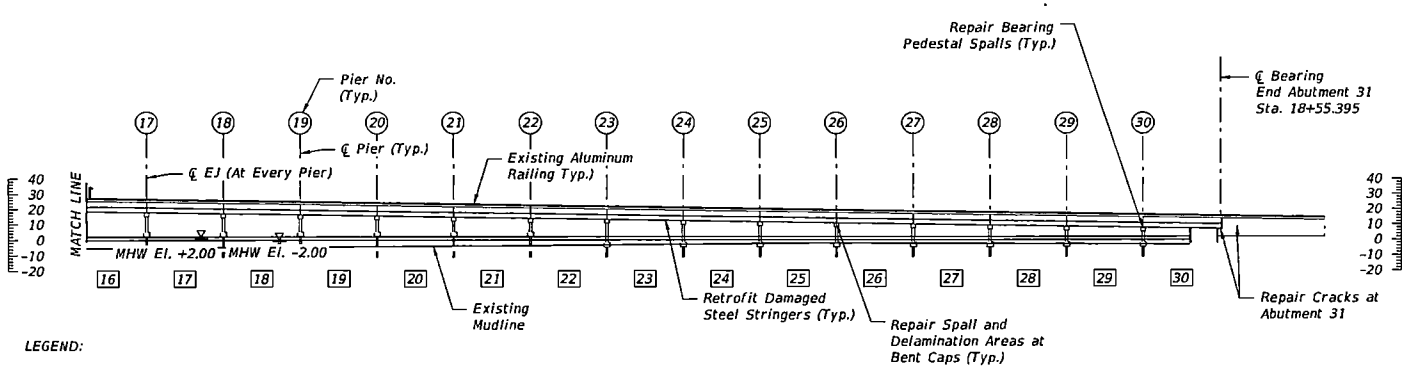
SHEET NO.: B-7

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PLAN




LEGEND:

EJ = Expansion Joint

ELEVATION

Bridge No. 875101

| REVISIONS | | | | | |
|---|---|---|---|---|---|
| DATE | BY | DESCRIPTION | DATE | BY | DESCRIPTION |
| | | | | | |


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License Number: 83223
HARDESTY & HANOVER, LLC
3250 W. COMMERCIAL BLVD.,
SUITE 348
FORT LAUDERDALE, FL 33309


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|---|---|---|---|

TOWN OF BAY HARBOR ISLANDS

| ROAD NO. | COUNTY | PURCHASE ORDER NO. |
|---|---|---|
| 922 | MIAMI-DADE | 06940 |

SHEET TITLE: GENERAL PLAN AND ELEVATION (2 OF 2)

REF. DWG. NO.: G-8

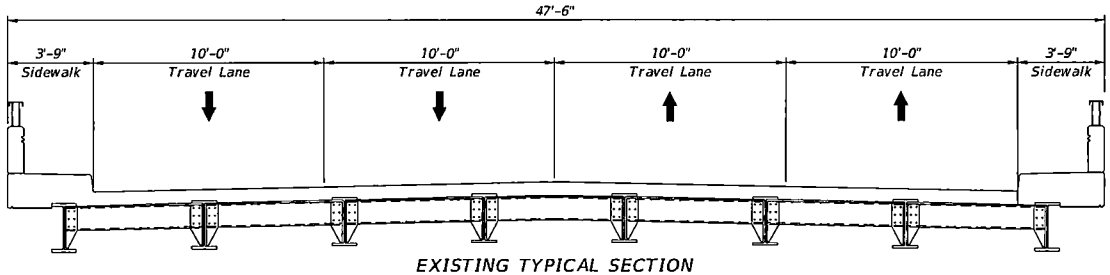
PROJECT NAME: BROAD CAUSEWAY BRIDGE REPAIRS OVER INTRACOASTAL WATERWAY

SHEET NO.: B-8

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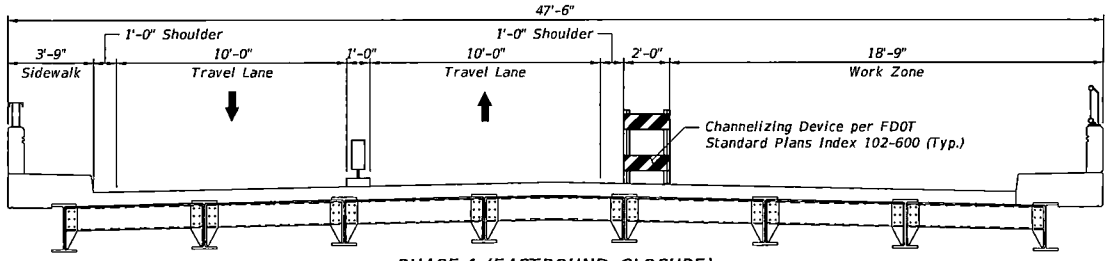
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NOTES:
1. The suggested Construction Sequence shown herein shall be coordinated with the Contractor's Maintenance of Traffic (MOT) Plan prior to the commencement of any MOT-related activities.
2. Any lane separator placed on the bascule span must allow for operation of the span. Bolt or wire to attach separator to bascule span grating.
3. The Contractor shall maintain traffic gates to ensure their effective use. Relocate existing traffic gates and bridge signals not in use (closed WB or EB lanes) or the Contractor shall provide temporary gates as required to maintain on-going and off-going operation.



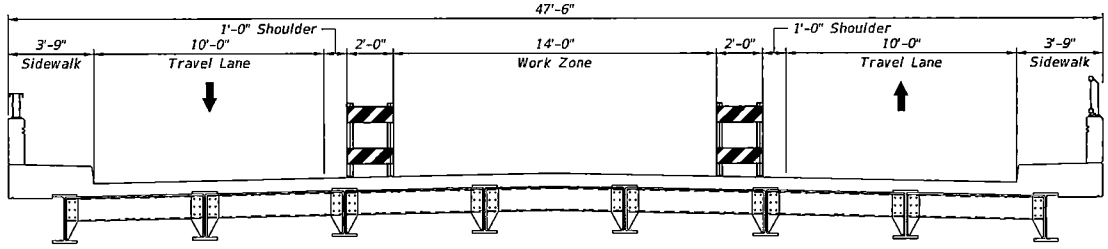

EXISTING TYPICAL SECTION

PHASE 1 WORK:
1. Closure of lanes in the Eastbound direction and diversion is provided by utilizing one lane of the Westbound traffic lanes.
2. Provide 1'-0" Shoulder on each direction, provide 1'-0" for Channelizing Device and two travel lanes of 10'-0" in each direction.
3. Maintain a Work Zone of 18'-9", use a Channelizing Device.
4. Complete required work in this area as needed.



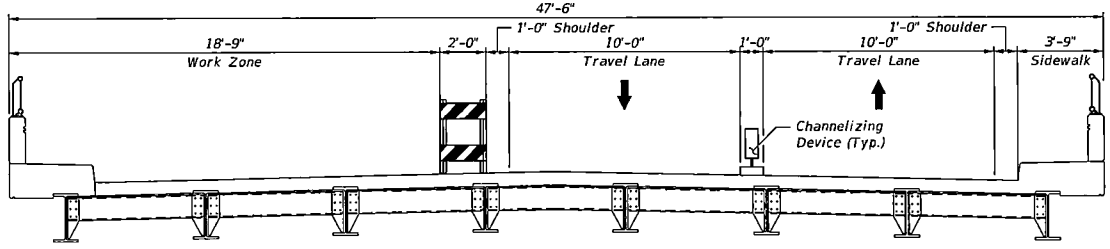

PHASE 1 (EASTBOUND CLOSURE)

PHASE 2 WORK:
1. Closure of center lanes leaving exterior lanes open to traffic.
2. Provide 1'-0" Shoulder on each direction, and two travel lanes of 10'-0" in each direction.
3. Maintain a Work Zone of 14'-0", use a Channelizing Device for each travel lane.
4. Complete required work in this area as needed.




PHASE 2 (CENTER LANES CLOSURE)

PHASE 3 WORK:
1. Closure of lanes in the Westbound direction and diversion is provided by utilizing one lane of the Eastbound traffic lanes.
2. Provide 1'-0" Shoulder on each direction, provide 1'-0" for Channelizing Device and two travel lanes of 10'-0" in each direction.
3. Maintain a Work Zone of 18'-9", use a Channelizing Device.
4. Complete required work in this area as needed.




PHASE 3 (WESTBOUND CLOSURE)

Bridge No. 875101

| REVISIONS | | | | | |
|---|---|---|---|---|---|
| DATE | BY | DESCRIPTION | DATE | BY | DESCRIPTION |
| | | | | | |


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HARDESTY & HANOVER, LLC
3250 W. COMMERCIAL BLVD.,
SUITE 348
FORT LAUDERDALE, FL 33309


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TOWN OF BAY HARBOR ISLANDS

| ROAD NO. | COUNTY | PURCHASE ORDER NO. |
|---|---|---|
| 922 | MIAMI-DADE | 06940 |

SHEET TITLE: CONSTRUCTION SEQUENCE

REF. DWG. NO.: G-9

PROJECT NAME: BROAD CAUSEWAY BRIDGE REPAIRS OVER INTRACOASTAL WATERWAY

SHEET NO.: B-9

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# Attachments

**Home Express Corp. DBA HE Builders**
(954) 319-4058 / (305) 981-6256
marisabel@he-builders.com / agustin@he-builders.com

## ABOUT US

Home Express Corp. dba HE Builders, with over 20 years of experience, is a licensed and insured contractor specializing in delivering exceptional construction solutions for a wide range of projects. From restoring historical public facilities to developing intricate port and airport projects, as well as pioneering housing developments, our expertise is vast and comprehensive. We take pride in our ability to handle com-plex projects with unique requirements. With a diverse portfolio of services and a dedicated team of seasoned professionals, we are committed to delivering excellence in every project we undertake.

### Exceptional Services

Since its establishment in 2003, Home Express Corp. has been dedicated to consistently upholding the highest standards of quality workmanship and ensuring utmost customer satisfaction.

### Market Segment

The company's market segment focuses on counties, municipalities, public agencies, port authorities, aviation, and real estate developers.

### Specializations

We specialize in vertical and horizontal construction including buildings and transportation infrastructure, concrete & masonry, site and civil work, drainage, MEP, landscaping, and architectural finishes.



**Home Express Corp. DBA HE Builders**
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## KEY PERSONNEL

### Mr. Matias Otero (Vice President – Project Manager)

Mr. Otero has a Degree in Civil Engineering and over 20 years of delivering successful projects. His experience varies from public to private works, and from commercial new construction or renovation projects to heavy civil transportation projects. From capital asset management to operations and maintenance, Mr. Otero's proficiency extends to every facet of the construction lifecycle.

Throughout his career, Mr. Otero has demonstrated exceptional perseverance, delivering projects within stringent budgets and timelines. His proactive approach allows him to anticipate challenges, make swift decisions, and navigate complexities with confidence and efficiency.

Whether it's overseeing multi-unit building renovations or spearheading residential and commercial construction projects, Mr. Otero's dedication to excellence shines through. His ability to blend expertise with innovation ensures successful outcomes, making him a valuable asset in the construction landscape.

### Mr. Alejandro Pardo (Professional Engineer – Project Manager)

Alejandro N. Pardo is a seasoned professional in the field of engineering and construction. With over 25 years of experience, he holds credentials as a registered Structural Engineer in the State of Florida and a Certified General Contractor.

In his role as a Professional Engineer (Senior Structural Designer), Alejandro has played a key role in the design of repairs and widenings for at least 9 highway bridges across Florida, adhering to the stringent Design Guidelines of the Department of Transportation.

Furthermore, Alejandro boasts over 16 years of experience in FDOT projects as a Bridge Contractor. He has led various companies specializing in bridge rehabilitation/repair services, design-builds, and general roadway maintenance. His extensive expertise makes him a valuable asset in the engineering and construction industry.

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marisabel@he-builders.com / agustin@he-builders.com

## Mr. Derrick Chan (Sr. Program Manager)

Mr. Chan is a licensed Civil Engineer (PE) and has over 30 years of experience delivering diverse infrastructure including buildings, rail & transit, bridges, highway and tunnels projects.

Throughout his career, Mr. Chan has left an indelible mark, steering projects ranging from light rail to heavy rail, from industrial complexes to water resource capital ventures. His expertise extends beyond conventional construction management, encompassing design oversight, system integration, and meticulous quality assurance.

Among his notable achievements are the successful execution of modern streetcar projects and the seamless delivery of rail maintenance services. With an arsenal of skills in his toolkit, including project controls, engineering inspection, and risk analysis, Mr. Chan navigates the complexities of construction with finesse and precision.

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marisabel@he-builders.com / agustin@he-builders.com

## LICENSES

Home Express Corp DBA HE Builders holds licenses across multiple trades. Matias Otero, serving as Vice President and PM, brings forth 5 licenses, while P. E. Alejandro Pardo (PM) supplements with an additional 2 licenses. Consequently, our firm possesses the capability to self-perform nearly every task within the construction sector.

### Certified General Contractor

- CGC1508204 (Matias Otero)
- CGC1528616 (Alejandro Pardo)

FDOT Prequalification
See Attachment

### Certified Electrical Contractor

- EC13008972 (Matias Otero)

Certified Plumbing Contractor

- CFC1429564 (Matias Otero)

### Certified Mechanical Contractor

- CMC1250624 (Matias Otero)

Fire Protection Contractor

- FPC17-000095 (Matias Otero)

Professional Engineer

- PE65666 (Alejandro Pardo)

**Home Express Corp. DBA HE Builders**
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marisabel@he-builders.com / agustin@he-builders.com

## Management Plan:

The project management plan will implement a phased construction schedule that prioritizes safety, minimizes disruptions, and ensures the successful project delivery.
The plan will consist of the following components:

### Preconstruction Phase:

- We will begin with a comprehensive assessment and coordination plan, including site investigations, detailed schedule sequencing, and stakeholder meetings. Special attention will be given to identifying occupied zones and safety control measures.

### Execution Strategy:

- Our team will prioritize long-lead item procurement, particularly for specialized systems like sport equipment and exterior athletic lightings. Mechanical, electrical, plumbing, fire alarm, and communication systems will be installed in compliance with current codes, while integrating modern, energy-efficient solutions.

### Special Concerns and Opportunities:

- A project of this magnitude requires a proactive communication plan with City of Pompano Beach staff, including advance notice of high-impact activities. Opportunities lie in coordinating work during off-hours, curating temporary wayfinding and safety barriers, and using sustainable methods that align with the City's community-focused mission.

# MATIAS OTERO

**Vice President**

State of Florida Licensed Contractor

HE BUILDERS

## EXPERIENCE PROFILE

Mr. Matias Otero has over 20 years of experience in construction and project management, leading multi-site construction, maintenance, and modernization projects across commercial and residential sectors. He consistently delivers projects within tight budgets and demanding schedules, leveraging his expertise to anticipate challenges and make timely, effective decisions.

## AREAS OF EXPERTISE

- Construction Management
- Design Management
- Business Development
- Contract Negotiations
- Engineering Inspection
- Quality Control & Assurance
- Cost & Scheduling Engineering
- Capital Asset Management
- Utilities & Drainage
- Bridge Restoration
- New Building Construction
- Operations & Maintenance
- Constructibility & Design Review
- Task Order Contracting
- Multi-Unit Building Renovation

## PROFESSIONAL EXPERIENCE

**Executive - Vice President** | Home Express Corp DBA HE Builders

November 2003 – Present · North Miami Beach, FL

Provides strategic leadership for all aspects of a general contracting business. Leads sales, marketing, and business development initiatives. Oversees subcontractor coordination, client relationships, financial management, and the execution of heavy civil and building construction.

## EDUCATION

**B.S. Civil Engineering**

Pontifical Catholic University of Argentina (UCA)

2003

## LICENSES

**State of Florida**

License: Certified General Contractor

**State of Florida - Specialty Trades**

License: Certified Plumbing, Electrical, Mechanical and Fire Sprinkler Contractor

**State of Florida - Real Estate**

License: Real Estate Sales Associate

## SOFTWARE

AutoCAD

Primavera P6

MS Project

Procore

Microsoft Office Suite

## KEY SECTORS

Public Buildings & Facilities

Bridge & Transportation

Parks & Recreation

Historic Preservation

Residential Development

Commercial Construction

## RECENT PROJECT HIGHLIGHTS

### Miami Dade Fire Rescue – Crandon Park Ocean Rescue HQ

Substantially Completed

**Role:** Project Manager

*8,000 SF New Building at Crandon Park (Key Biscayne) under LEED Silver Certification. Scope includes underground utilities, landscape and irrigation, pavement, and exterior improvements. Contract Value: $7.17M.*

### Historic Bridge Nos. 874129 & 874130 – Rehabilitation & Painting

Substantially Completed

**Role:** Project Manager

*Rehabilitation and painting of two historical bridges in Miami-Dade County. Scope includes concrete restoration, heat straightening, bolt replacement, abrasive blasting, painting, and Maintenance of Traffic. Contract Value: $4.58M*

### Coral Gables Library – Interior Renovation, Roof & Impact Windows

2023

**Role:** Project Manager

*Interior renovations, impact-resistant windows, doors, and roof replacement for the historic 28,446 SF Coral Gables Library. Self-performed coordination of Fire Alarm, Structural, Electrical, Plumbing, and Mechanical trades. Contract Value: $4.37M*

### Lehigh Acres Housing Development

2022

**Role:** Project Manager

*Housing development infrastructure project: construction of infrastructure for each single-family home including impact windows, structural, electrical, plumbing, and mechanical trades.*

### Sunset / Veterans Park

2022

**Role:** Project Manager

*Construction of new park facilities and structures including coordination of Communications, Fire Alarm, Structural, Electrical, Plumbing, Mechanical, and Roofing trades.*

### Port of Miami – Security Control Room

2019

**Role:** Project Manager

*New control room for security including construction of video wall and LAN room relocation. Coordinated Communications, Fire Alarm, Structural, Electrical, Fire Sprinkler, Plumbing, and Mechanical trades. Contract Value: $2.18M*

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## OTERO, MATIAS LUCIANO

HE BUILDERS
2572 NE 182 TER
NORTH MIAMI BEACH FL 33160

**LICENSE NUMBER: CGC1508204**

**EXPIRATION DATE: AUGUST 31, 2028**

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ISSUED: 05/05/2026

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Melanie S. Griffin, Secretary

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# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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## OTERO, MATIAS LUCIANO

HOME EXPRESS, CORP.
2572 NE 182 TER
NORTH MIAMI BEACH FL 33160

**LICENSE NUMBER: EC13008972**

**EXPIRATION DATE: AUGUST 31, 2028**

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# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE MECHANICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
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## OTERO, MATIAS LUCIANO

HE BUILDERS
2572 NE 182 TER
NORTH MIAMI BEACH FL 33160

**LICENSE NUMBER: CMC1250624**

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# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

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PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## OTERO, MATIAS LUCIANO

HE BUILDERS
2572 NE 182 TER
NORTH MIAMI BEACH FL 33160

**LICENSE NUMBER: CFC1429564**

**EXPIRATION DATE: AUGUST 31, 2028**

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**Blaise Ingoglia**
**CHIEF FINANCIAL OFFICER**
**JoAnne Rice**
**DIVISION DIRECTOR**

**Catherine Thrasher**
**BUREAU CHIEF**
**Ronald Dilworth**
**SAFETY PROGRAM MANAGER**

**FLORIDA DEPARTMENT OF FINANCIAL SERVICES**
**DIVISION OF STATE FIRE MARSHAL**
200 EAST GAINES STREET - Tallahassee, Florida 32399-0342
Tel. 850-413-3644

## CERTIFICATE OF COMPETENCY
## OFFICIAL COPY

THIS CERTIFIES THAT: Matias L. Otero
2572 NE 182nd Terrace
North Miami Beach FL 33160

BUSINESS ORGANIZATION: Home Express Corp

Contractor II is limited to the execution of contracts requiring the ability to layout, fabricate, install, inspect, alter, repair, and service water sprinkler systems, water spray systems, foam-water sprinkler systems, foam-water spray systems, standpipes, combination standpipes and sprinkler risers, all piping that is an integral part of the system beginning at the point of service, sprinkler tank heaters, air lines, thermal systems used in connection with sprinklers, and tanks and pumps connected thereto, excluding pre-engineered systems.

| | |
|---|---|
| Issue Date: | 07/01/2026 |
| Type: | 07 |
| Class: | 12 |
| County: | Dade |
| License/Permit #: | FPC17-000095 |
| Expiration Date: | 06/30/2028 |

# DERRICK K. CHAN, PE

**Senior Program Manager**

Licensed Professional Civil Engineer – California & Florida

HE BUILDERS

## EXPERIENCE PROFILE

Mr. Derrick K. Chan, PE has over 30 years of experience managing and delivering bus & rail transit facilities, infrastructure, streetcars, light rail, metro rail, heavy rail, transportation, public works, industrial & commercial buildings, structures, MEP systems, movable bridges, and water resource capital projects. Vertical & horizontal construction. His recent accomplishments include the successful pursuit and delivery of a modern streetcar design project and General Engineering Services tasks for rail maintenance.

## AREAS OF EXPERTISE

- Construction Management
- Bus & Rail Transit Facilities
- Design Management
- System Integration
- Business Development
- Rail and Track
- Engineering Inspection
- Light-Rail & Metro Rail
- Quality Control & Assurance
- SCADA & Communications
- Project Controls & Administration
- OCS & Traction Power
- Cost & Scheduling Engineering
- Train Control & Signaling
- Capital Asset Management
- MEP Systems
- Change Control & Dispute Resolution
- System Start-Up & Commissioning
- Safety & Security Certification
- Task Order Contracting
- Risk Analysis
- Investigation & Expert Witness
- Operations & Maintenance
- Utilities & Drainage
- Constructability & Design Review
- Site Development

## PROFESSIONAL EXPERIENCE

**Senior Program Manager** | HE Builders

Present

Responsible for the management and delivery of complex infrastructure and building projects, providing oversight of project controls, including cost, scheduling, risk, and change management. Leads coordination across multidisciplinary teams from preconstruction through closeout, ensuring compliance with contract requirements and agency standards, while supporting procurement, technical planning, and resolution of project risks and issues.

## EDUCATION

**B.S. Civil Engineering**

San Jose State University

1989

## LICENSES & CERTS

**Professional Civil Engineer**

California – 1995 to Present

**Professional Engineer**

Florida – 2013 to Present

**Previously Licensed:**

CA General Engineering, Building, Electrical & Fire Protection Contractor

## SOFTWARE

AutoCAD Civil 3D

Primavera P3 & P6

Suretrack

MS Project / Expedition

Revit / Solidworks

Microsoft Office Suite

## TRAINING

FTA Third Party Contracting

FTA Contract Administration

Transit Rail Incident Investigation

40 Hour HAZWOPER

SFMTA Rail Safety Training

MDT Rail Safety Training

LA Metro Rail Safety Training

Fundamentals of Railway Train Control & Signaling

## ASSOCIATIONS

APTA

**Manager – Transit & Rail** | PacRim Engineering

Directed project pursuit for new business market (LA Metro & BART) for an established S/DBE firm.

**Director of Rail & Capital Programs** | Broward County Transit

2015 – 2019

Oversaw the development and startup of a $4 billion rail service for Broward County. Provided policy and technical input in the development of the Wave Streetcar Design-Build, Airport to Seaport Rail connectivity, and other rail and building capital programs. Participated in master planning of Airport and Seaport, and conceptual design of the new Convention Center and Hotel.

**Design Manager & Resident Engineer** | Parsons (PTG)

2013 – 2015

Final Design Manager for the Wave Streetcar ($200M) involving multi-disciplines: Train Control, Traction Power, Civil, Track, Architectural, Structural, and Movable Bridge. Reviewed and prepared design-build specifications and RFP technical documents. Inspector & RE for Miami-Dade test and storage track construction ($40M). MIA & FLL airport construction engineering support services.

**Multiple Positions** | SFMTA MUNI / PUC

1991 – 2013

Progressive 22-year career across the following roles:

**Job Order Contract Manager**

Managed and delivered mission-critical design-bid-build and design-build projects for SFMTA rail, bus, and facilities. Experience using the Gordian Group JOC system.

**Constructability Engineer**

Led the constructability group in the review of design and construction projects for the SFMTA capital group delivering light rail, streetcar, cable car, trolley, bus, BRT, public works, drainage, utilities, tunnels, and building facilities. Review of CSX corridor expansion.

**Project Manager**

Led the SFMTA effort in obtaining an FTA grant and implementing an enterprise asset management program. Managed State of Good Repair inspections and reporting.

**Construction Management Oversight**

Administered policies of the project management oversight plan over various segments of an $800M light rail extension project. Provided expertise in cost engineering, scheduling, negotiations, change management, risk management, construction technical support, and directions to segment Construction Engineers.

**Resident Engineer / Field Engineer**

Construction of light rail and streetcar track and overhead, maintenance shops, yards and office buildings for rail and rolling stock, roadways, site improvements, landscaping, utilities, light rail tunnels, stations, facilities, MEP systems, fiber optics systems, camera systems, SCADA systems, traffic systems, and train control systems.

**Construction Inspector**

Implemented quality assurance programs. Inspected streetcars, light and heavy rail track, third rail, overhead and wayside systems. Inspected office structures, buildings, shops, utilities, and MEP systems. Inspected water treatment plant facilities.

**Project Controls Engineer**

Prepared Capital Improvement Program Reports. Developed and validated manpower resource and cost-loading reports. Contract group support. Principal scheduler using Primavera P6.

**Design Engineer**

Designed overhead contact systems for light rail and trolley bus.

**Transportation Engineer** | CALTRANS – District 4

1990

Design and planning of State highways.

**Transportation Engineer** | Sverdrup

1989

Design of bridges and highways. Inspection of bridges.

**Contractor / Developer** | Self-Employed

Provided contracting and development services for the construction of homes, apartments, condominiums, restaurants, offices, and commercial projects. Direct involvement in the administration, design, quality control, and production of deliverables in all disciplines. Acted at the level of Principal, Project Manager, Superintendent, and Journeyman for qualified license levels.

## SELECTED PROJECT HIGHLIGHTS

### The Wave Modern Streetcar – Fort Lauderdale — $200M

**Role:** Design Manager

*New modern streetcar in the heart of Fort Lauderdale. Designed vehicle maintenance storage facility, track and wayside, traction power systems, communications, train control & signaling, civil work, utilities, and landscaping.*

### LA Metro Blue Line — $200M

**Role:** Project Oversight Engineer

*Project oversight and engineering support for Maintenance of Way in shutdown and renovation of Metro Blue Line.*

### Miami Dade Transit – Lehman Center Yard Rehabilitation & Test Track — $40M

**Role:** Resident Engineer

*Expansion of Metro rail storage yard with 3rd contact rail. Construction of new storage and inspection facility and test track with train control system.*

### Transportation Sales Tax Initiative — $4 Billion

**Role:** Director of Rail & Capital Programs

*Supported development of plan for one penny surtax. Established rail program for Broward County.*

### SFMTA Facility Construction — $400M

**Role:** Resident Engineer / Area Manager

*Worked on every MUNI facility including: Muni Metro Green VMSF, Muni Metro East VMSF, Woods Bus MSF, Kirkland Bus MSF, Potrero Bus MSF, and Presidio Bus MSF.*

### Muni Metro Turnback — $600M

**Role:** Field Inspector / Office Engineer

*Constructed two bored steel section tunnels, cut and cover tunnel section, and portal connecting existing underground rail station to surface tracks. Included track and systems for the rail system expansion.*

### Rail Line Extensions & Improvements — $1 Billion

**Role:** Inspector / Resident Engineer

*Construction of surface rail, at-grade platform stations, utilities, overhead contact system, traction power, train control, signal, communications, and street improvements across multiple SF Muni line extensions.*

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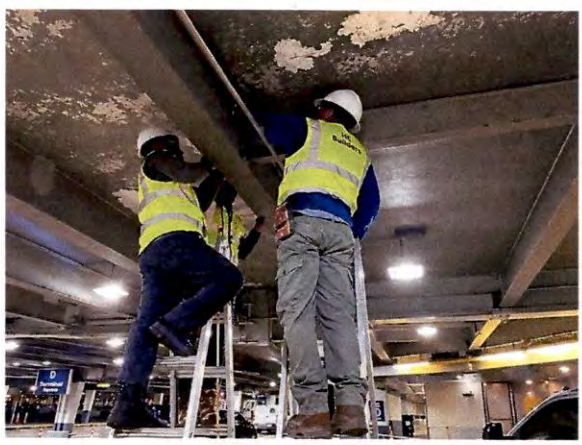
Latest Projects

# MIA BRIDGE REHABILITATION

## Project Overview

- Project Name: MIA Bridge Rehabilitation – Bridge No. 874635
- Location: Miami International Airport, Miami, FL
- Construction Dates: Ongoing project
- Role: Prime General Contractor
- Contract Amount $17,890,976.71
- Contractual Dates 05/2026 - 06/2028
- Reference Yovanna Alvarez (PM) - 305 876 8325 - YAlvarez@flymia.com





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# MIA BRIDGE REHABILITATION

## Scope of Work

HE Builders serves as the Prime General Contractor for the rehabilitation of Bridge No. 874635 at Miami International Airport, a major infrastructure improvement project focused on restoring structural integrity, enhancing durability, and extending the service life of the existing bridge.

The project involves comprehensive structural rehabilitation, including concrete repairs and crack injection, expansion joint rehabilitation, structural steel repairs, bearing restoration, and protective coating systems for steel and concrete surfaces. Additional improvements include roadway repairs, pavement markings, signage, drainage restoration, and aluminum railing repairs.

Construction activities are performed primarily during nighttime hours within an active airport environment, requiring extensive traffic management, phased construction, and coordination to minimize disruptions to airport operations.

## Key Work Areas:

- Structural Concrete Rehabilitation and Crack Injection
- Bridge Expansion Joint Rehabilitation
- Structural Steel Repairs and Bearing Restoration
- Structural Steel Painting and Protective Coatings
- Concrete Surface Restoration and Protective Coatings
- Roadway, Drainage, and Signage Improvements
- Nighttime Construction and Maintenance of Traffic in an Active Airport Environment

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# Latest Projects

## Historic Bridge Nos. 874129 and 874130 Rehabilitation and Painting

### Proyect Overview

- Project Location: Hialeah-Miami Springs, Miami, FL.
- Construction Dates: 2024-2026
- Contract Amount: $ 4,584,572

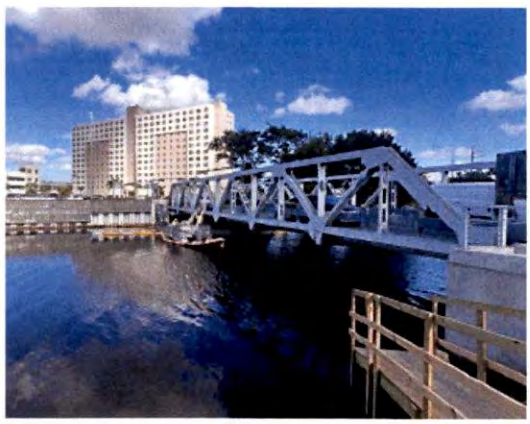


### Scope of work

The project involves works related to:

- Structural repairs
- Concrete work
- Steel work
- Heat straightening
- Sandblasting
- Painting



Evaluation Refreshers: Do's and Don'ts | Process and Procedures | Q & A's | Help

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Department of Transportation and Public Works

### Contractor Evaluation

MCC Contract: MT 20230169
Contractor: Home Express, Corp. dba HE Builders
Department Contact: JORGE PEREZ (305) 375-2395

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $4,077,144.41

Site Project Name: RehabilitationandPaintingHistoric Bridge 874129 and 874130

Site Location: Curtis Parkway and South Hook Square

Evaluator ID: e217119 Date: 1/22/2025 Period: Interim

| | Rating * 4 | 3 | 2 | 1 | N/A | Criteria |
|---|---|---|---|---|---|---|
| 1- | ◉ | ○ | ○ | ○ | ○ | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ◉ | ○ | ○ | ○ | ○ | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ○ | ◉ | ○ | ○ | ○ | Vision - Design - Concepts or adherence to criteria. |
| 4- | ◉ | ○ | ○ | ○ | ○ | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ◉ | ○ | ○ | ○ | ○ | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ◉ | ○ | ○ | ○ | ○ | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ○ | ◉ | ○ | ○ | ○ | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ◉ | ○ | ○ | ○ | ○ | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ◉ | ○ | ○ | ○ | ○ | Commitment - Intangibles & contribution to project success. |
| 10- | ◉ | ○ | ○ | ○ | ○ | Personnel - Quality and dedication of project staff. |
| 11- | ◉ | ○ | ○ | ○ | ○ | Management - Leadership ability. |
| 12- | ○ | ◉ | ○ | ○ | ○ | Quality - Work performed correctly the first time. |

Overall Performance Average: 3.8

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Jorge L Perez at phone# 305-608-9766

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: CHRISTOPHER YEPEZ Reviewer Signature: Christopher Yepez

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: angela@he-builders.com

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* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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ADD EMail JORGE PEREZ

Exit

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Latest Projects

# FORT LAUDERDALE AIRPORT - TERMINAL 5

**Proyect Overview**
- Project Location: Fort Lauderdale - Hollywood Int. Airport, Fort Lauderdale, FL.
- Construction Dates: Started November 2023 (ongoing project)
- Self-Performed Scope: 100% of the project.

**Scope of work**
The project involved design-built electrical and plumbing connections for connex trailers and related activities. This included but was not limited to:

- Design-built and permit process
- Earthworks
- Utilities installation
- Sewer and plumbing connections
- New tanks installation
- Electrical connections
- New electrical panels
- Fiber optic scope
- Asphalt restoration

The project faces challenges due to its complexity, especially regarding security and working within an airport environment, as well as dealing with existing underground utilities.
However, the commitment is to deliver high-quality work while ensuring strict adherence to safety and regulatory standards.

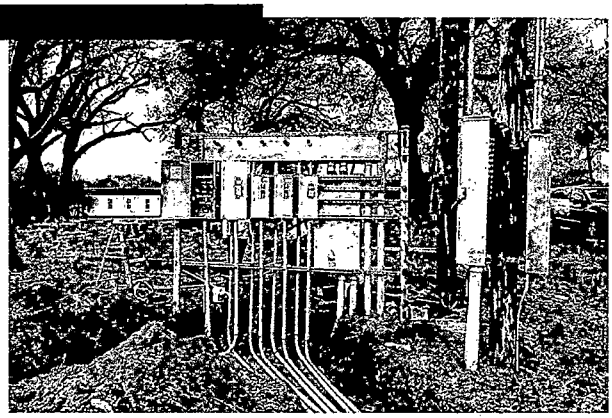
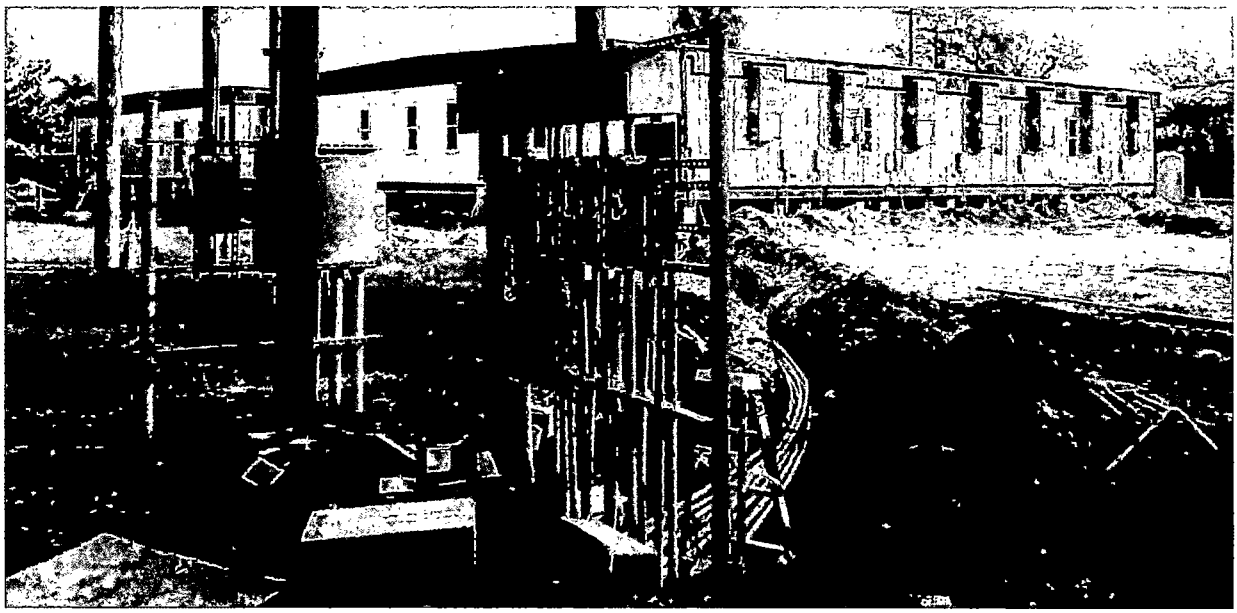
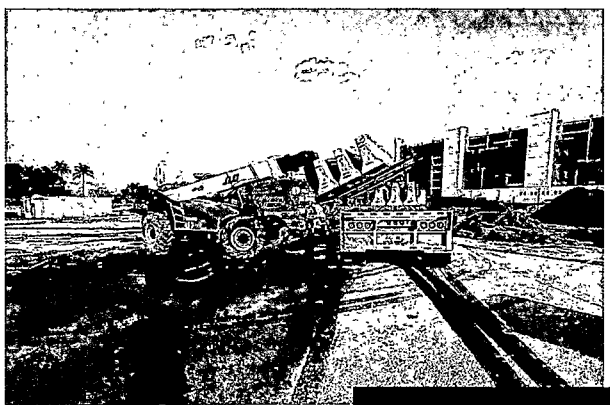
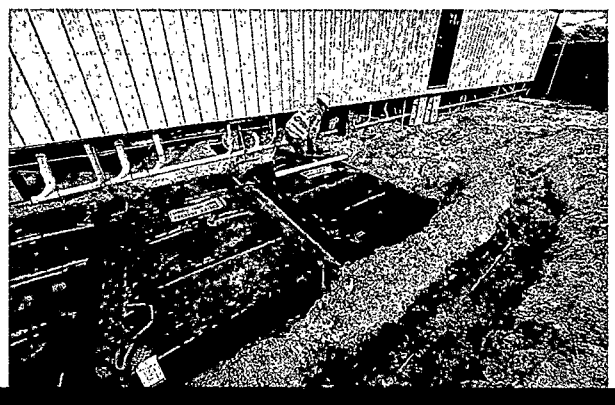
*Client and Contact Info: Hunt Moss JV - Tim Talbert - (954) 650-1496 - ttalbert@mosscm.com*



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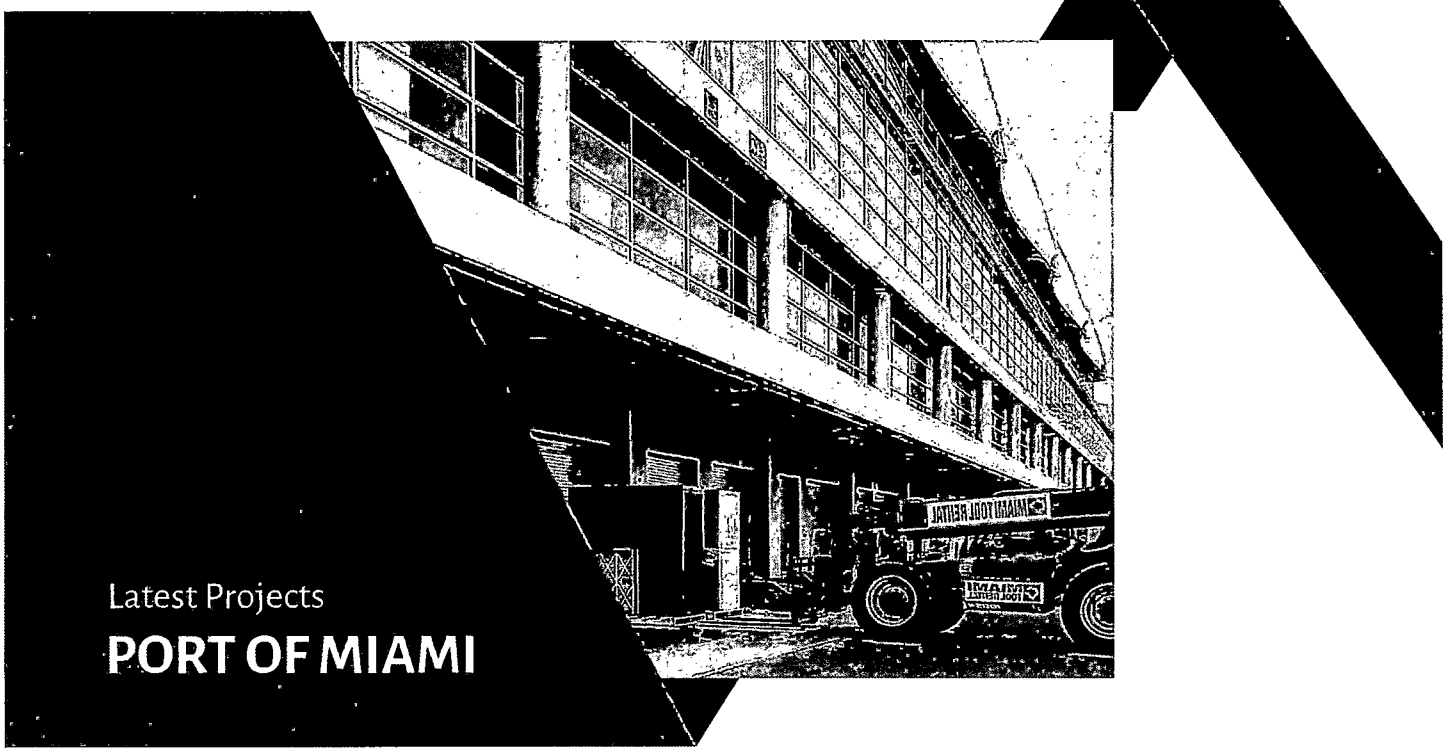
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Latest Projects

# PORT OF MIAMI

**Project Overview:**
- Project Location: Port of Miami Cruise Terminal, Miami, FL.
- Construction Dates: January 2018 to September 2019
- Contract Amount: $2,218,742.00
- Self-Performed Scope: 100% of the project.

**Scope of work**
The project involved the installation of a new Video Wall and LAN Room Relocation, encompassing a wide range of activities, including but not limited to:

- Selective demolition and disposal of ceilings, partitions, and HVAC ducts
- Installation of new HVAC ducts, doors, frames, glass partitions
- Lighting installation
- Card readers installation
- Electrical connections setup
- IT conduits installation
- Fire alarm and low voltage systems setup
- Fiber optics conduits installation
- Security film installation for windows
- Server racks setup
- Gypsum repairs
- Carpeting and floor tiles installation, ACT ceiling Installation, Painting

It's worth noting that this terminal was fully operational, serving passengers boarding cruises.

Given the specialized location and stringent security measures in place, the logistics of this project were particularly crucial. Our team adeptly navigated these challenges, ensuring meticulous coordination of materials, personnel, and equipment.

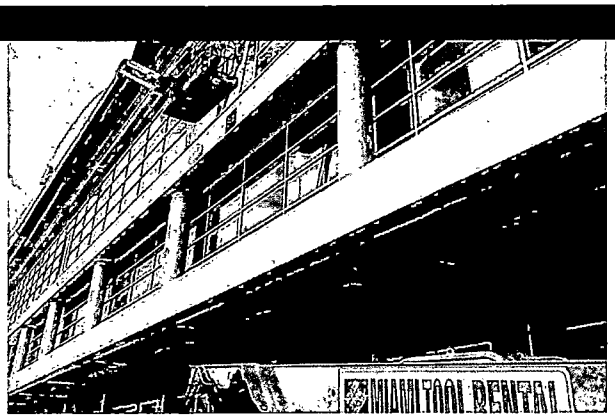
*Contact Info: Port of Miami - Frank Ramirez - (305) 347-5508 - frank.ramirez@miamidade.gov*



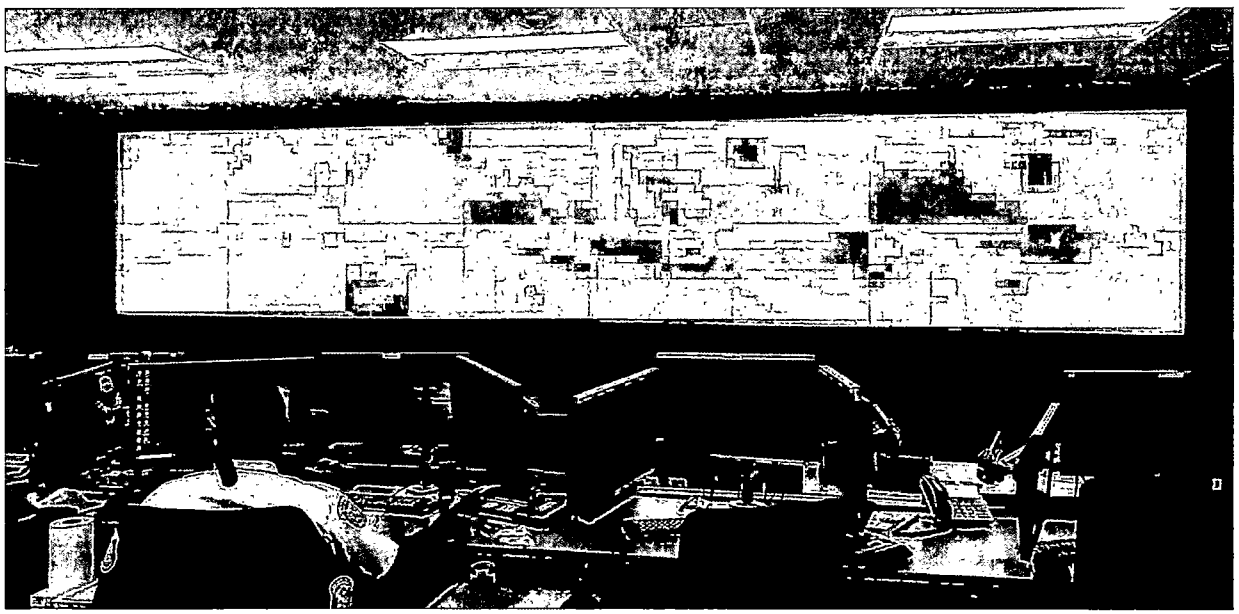
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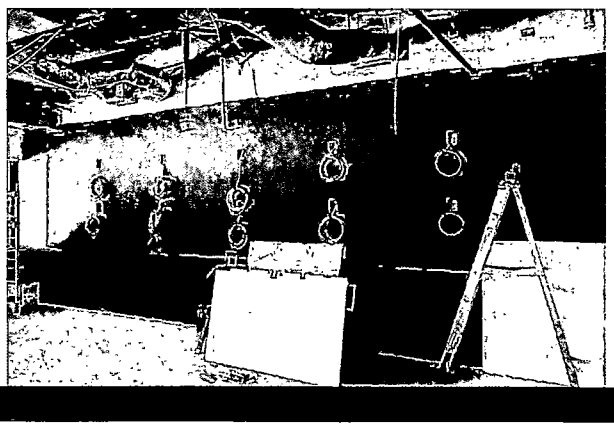
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Latest Projects

# LEHIGH ACRES DEVELOPMENT

**Proyect Overview**

- Project Location: Various locations in Lehigh Acres, FL.
- Construction Dates: **2022 to 2025**
- Contract Amount: $17,901,193.27
- Self-Performed Scope: 100% of the project.

**Scope of work**

The project entails creating an 100-unit housing community in Lehigh Acres, encompassing diverse elements such as:

- New construction
- Civil and site improvements
- Roadway and paving
- Drainage systems
- Utilities installation (sewer and water)
- Structural infrastructure
- Landscape design
- MEP (mechanical, electrical, plumbing) installations
- Rigorous QC/QA (quality control/quality assurance) protocols

Future phases of the project will expand the community with additional houses and individual lots, covering a total land area exceeding 30 acres.

*Contact Info: Lehigh Acres Development - Chenia Veiga* *manager@lehighacresdevelopment.com*



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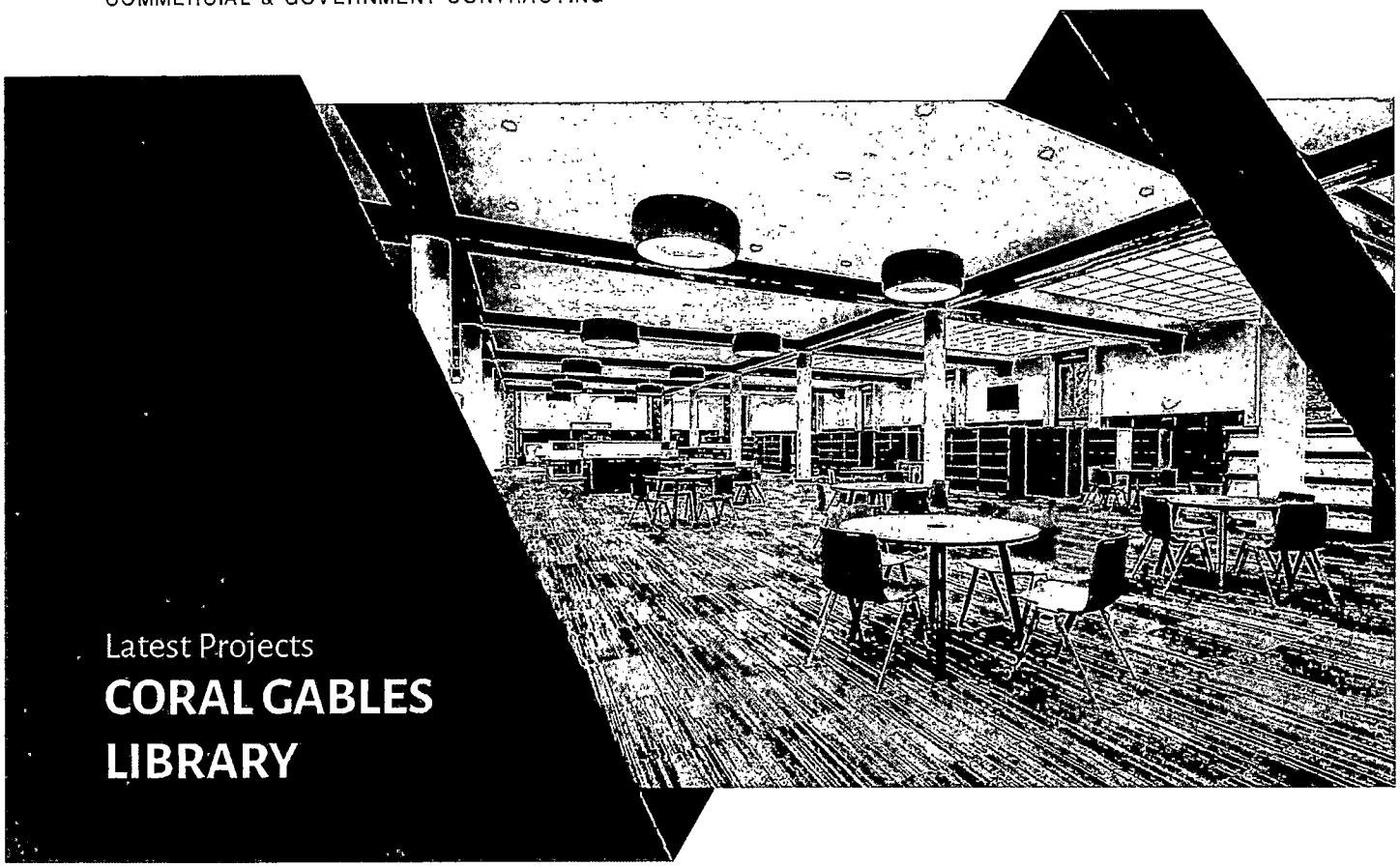




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Latest Projects

# CORAL GABLES LIBRARY

**Proyect Overview**
- Project Location: Coral Gables, Miami, FL.
- Construction Dates: May 2021 to April 2023
- Contract Amount: $4,370,308.48
- Self-Performed Scope: 100% of the project.

**Scope of work**
The project involved renovating a 28,446 square foot historical building, the project included but was not limited to:

- Complete interior and roof demolition and disposal.
- Asbestos abatement
- MEP and Interior full renovation.
- Installation of impact-resistant windows and doors.
- Installation of new ceilings, carpeting, tiling, painting, other.
- New kitchen and restrooms.
- New special millwork.
- Installation of new special lighting fixtures and translucents
- Restoration of historical elements including furniture, floors, and stone walls
- New roof installation.

Unique challenges arose in preserving historical artifacts like furniture and sculptures, demanding careful attention throughout the renovation process. Despite these complexities, the project successfully honored the building's legacy, achieving its renovation objectives while respecting its historical significance.

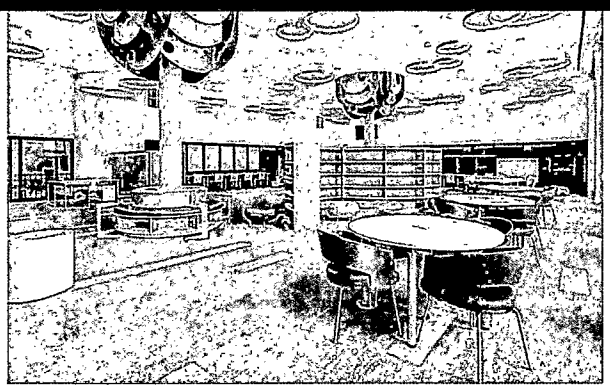
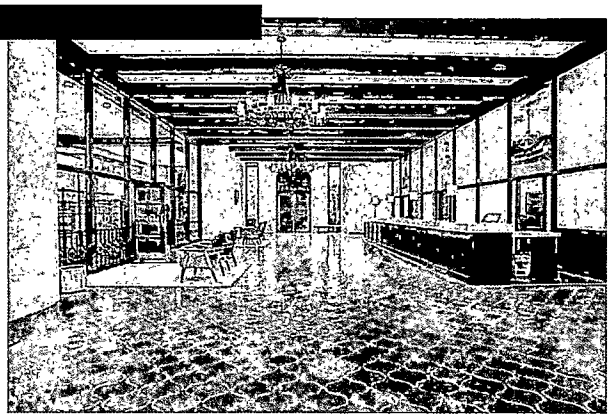
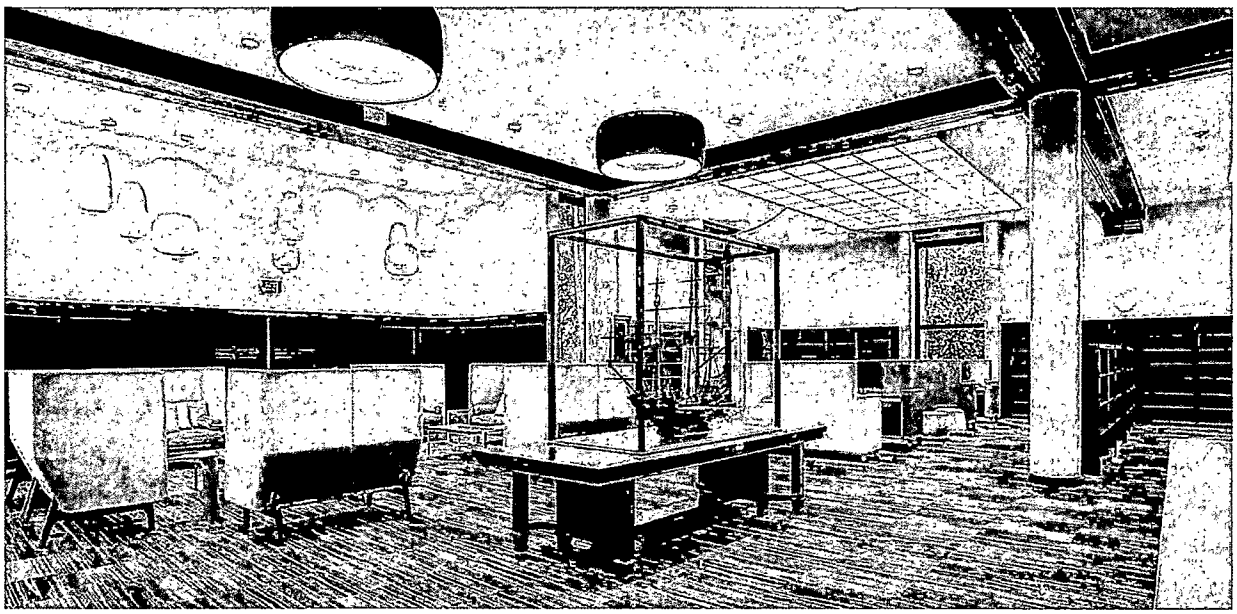
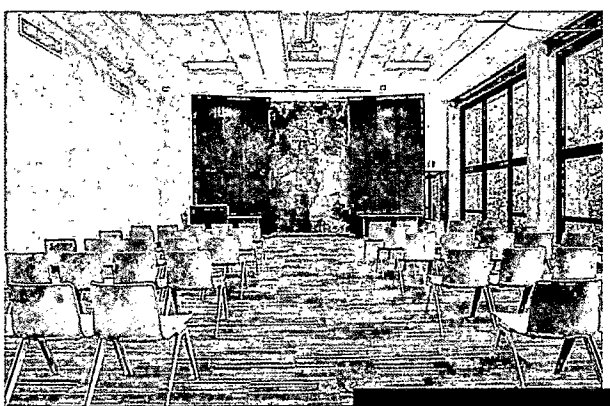
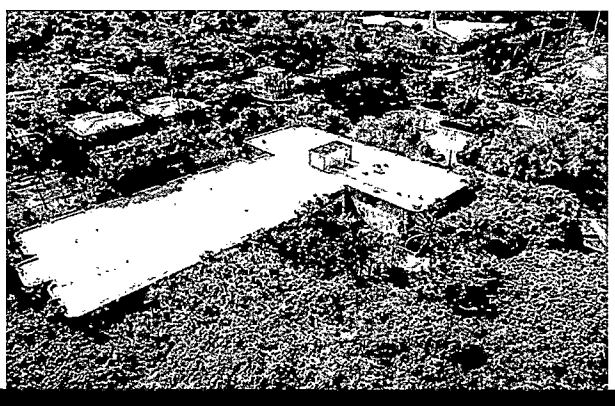
*Contact Info: Project Manager - Lisa Thompson - (305) 375-5106 - Lisa.Thompson@miamidade.gov*



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# Sunset and Veterans Parks renovation

**Proyect Overview**

- Project Location: **Tamarac, FL.**
- Construction Dates: **October 2021 to December 2023**
- Contract Amount: **$1,897,703.97**
- Self-Performed Scope: **100% of the project.**

**Scope of work**

The project aimed to revitalize and enhance two parks in Tamarac: Sunset Point and Veterans Park. Key aspects of the project included:

- Construction of new asphalt parking lots with specialized markings
- Building new structures using concrete, CMU blocks, and roofing materials
- MEP installation for interior and exterior needs
- Sidewalk and paving installation
- Landscaping enhancements
- Underground utility work
- Creation of a circular colored concrete slab for a veterans' monument

Effective coordination among various trades was essential throughout the project. Tasks ranged from demolishing old structures to constructing new buildings, landscaping, and drainage installations. The addition of sidewalks, colored concrete slabs, and fences not only improved functionality but also enhanced aesthetics. Notably challenging was the design and construction of a monument dedicated to honoring veterans, requiring careful attention to unique design requirements.

TAMARAC
The City For Your Life



# During construction






The first step in this project was to survey the entire site and determine its levels. Construction and traffic signs were also placed as requested in the contract. Then, the demolition of all existing elements that needed to be removed began, such as asphalt, sidewalks, buildings, and more.

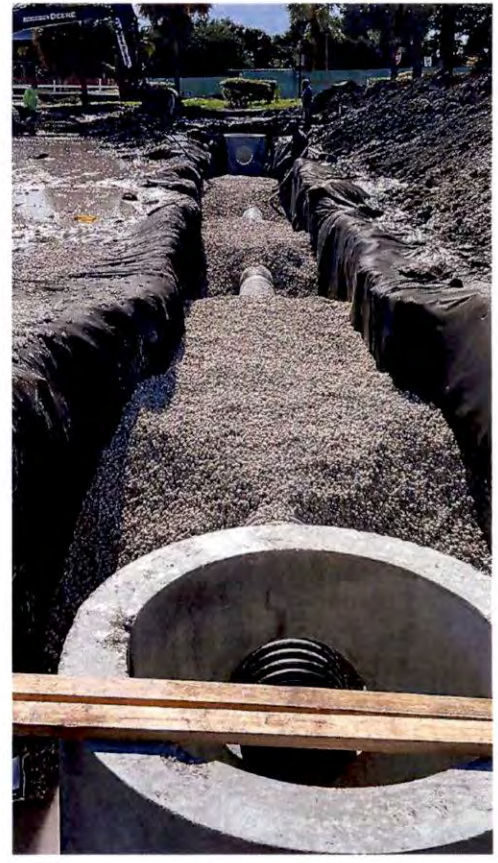
**Home Express Corp. dba HE-Builders**
Agustin de Iriondo
305-981-6256
agustin@he-builders.com




Once this was done, the installation of the underground storm drainage system began in Sunset Park, with the entire system being leveled according to the plan.

The storm drainage system in Sunset consisted of 4 catch basins, 1 ditch bottom inlet, 1 curb inlet, and approximately 330 linear feet of 15" HDPE pipe. Most of the 15" HDPE pipe was perforated because an exfiltration trench was built for this area.



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Agustin de Iriondo
305-981-6256
agustin@he-builders.com









Once all the underground work was completed, such as the underground drainage system in Sunset, as well as the electrical, water, sewer, and low-voltage installations at both parks, only then could work begin on grading the terrain to achieve the necessary levels according to the plan.

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305-981-6256
agustin@he-builders.com



## VETERANS' MONUMENT

In Veterans Park, most of the structure had to be renovated and replaced, except for the existing sculpture. Both the slabs and benches were replaced, new lights were installed, and new railings were put in place. Additionally, pavers were installed all around the monument and new concrete stairs were poured.





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agustin@he-builders.com



**FOUNDATIONS FOR NEW FACILITIES**

The new buildings were constructed, with their main purpose being to provide restrooms for park users. They also include a storage area and a security office for the city staff managing the park.





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# TWO NEW RESTROOMS BUILDING










**Home Express Corp. dba HE-Builders**
Agustin de Iriondo
305-981-6256
agustin@he-builders.com



**NEW SIDEWALKS**

All sidewalks were demolished and replaced according to the scope of work, installing a total of approximately 3140 sqft of new sidewalks at Sunset Point Park, and 4560 sqft at Veterans Park.





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**NEW PARKING LOT**

The parking lot was installed according to the plan. For the pavement structure, 12 inches of subgrade were applied in two layers of 6 inches each, compacted at a time. Then, an 8-inch limerock base was added, followed by two layers of 1 1/2-inch thick asphalt, each compacted at a time. All these elements were required to comply with the detailed technical specifications as per the plan and approved submittals.





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SUNSET PONDING AREA





**Home Express Corp. dba HE-Builders**
Agustin de Iriondo
305-981-6256
agustin@he-builders.com

**Home Express Corp. DBA HE Builders**
(954) 319-4058 / (305) 981-6256
marisabel@he-builders.com / agustin@he-builders.com

Latest Projects

# MIA AIRPORT RESTROOMS RENOVATION

## Project Overview

- Project Name: MIA North Terminal Public Restrooms Modernization Group 1
- Location: Miami International Airport, North Terminal, Miami, FL
- Construction Dates: Ongoing project
- Self-Performed Scope: 100% of the project
- Contract Amount $4,026,451.60
- Contractual Dates 09/03/2024 - 05/11/2026
- Reference Yovanna Alvarez (PM) - 305 876 8325 - YAlvarez@flymia.com
- MIA North Terminal Public Restrooms Modernization





**Home Express Corp. DBA HE Builders**
(954) 319-4058 / (305) 981-6256
marisabel@he-builders.com / agustin@he-builders.com

Latest Projects

# MIA AIRPORT RESTROOMS RENOVATION

## Scope of Work

This project involves the comprehensive interior renovation, modernization, and ADA compliance upgrades for four sets of public restrooms (male, female, unisex, and janitor's closet) located in Terminal D of Miami International Airport.

## Key Work Areas:

- Interior Renovation
- Toilet Accessories Installation
- Plumbing Systems Upgrade
- Power and Lighting Modernization
- Fire and HVAC Systems Modifications
- The demolition and renovation activities will be executed in a minimum of two phases to minimize
- disruptions to airport operations. This project aims to deliver modernized, accessible, and
- aesthetically pleasing restroom facilities that meet the highest standards of safety, functionality, and ADA compliance, enhancing the overall passenger experience at Miami International Airport.

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COMMERCIAL & GOVERNMENT CONTRACTING

# Miami-Dade Fire Rescue Crandon Park Ocean Rescue Headquarters

## About the Project:

- **Owner:** Miami-Dade County
- **Location:** Crandon Park, Key Biscayne, FL
- **Description:** New construction of a LEED Silver-certified 8,000 SF single-story CBS facility on MDC PROS land.
- **Usage:** To accommodate life safety and Ocean Rescue staff dedicated to the protection of the community, and beaches.
- **Progress to Date:** 75% of base scope completed as of July 2025 (9 months since NTP)

# Staging Area

Novemember 2024

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Miami-Dade Fire Rescue Department
Ocean Rescue Headquarters at Crandon Park

# Auger Cast Piles and Grade Beams

December 2024

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Miami-Dade Fire Rescue Department
Ocean Rescue Headquarters at Crandon Park

# Stem Walls and Slabs

January 2025

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Miami-Dade Fire Rescue Department
Ocean Rescue Headquarters at Crandon Park

# CMU Walls

February 2025

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Miami-Dade Fire Rescue Department
Ocean Rescue Headquarters at Crandon Park

# Concrete Slabs, Ramp, Stairs and CMU

March 2025

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Miami-Dade Fire Rescue Department
Ocean Rescue Headquarters at Crandon Park

# Wood Trusses and Plywood

April 2025

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Miami-Dade Fire Rescue Department
Ocean Rescue Headquarters at Crandon Park

# Roofing
May 2025

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Miami-Dade Fire Rescue Department
Ocean Rescue Headquarters at Crandon Park

# Roofing and Exterior Improvements

June 2025

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Miami-Dade Fire Rescue Department
Ocean Rescue Headquarters at Crandon Park

# Siding, Asphalt

July 2025

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Miami-Dade Fire Rescue Department
Ocean Rescue Headquarters at Crandon Park

# Openings, Siding, Stucco

July 2025

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Miami-Dade Fire Rescue Department
Ocean Rescue Headquarters at Crandon Park

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 91068
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Lazaro Pavon 305-257-0970
Site Project Name: Biscayne Plaza- Vacant Unit Preparation
Site Location: 15201 Sw 288 Street, Homestead, FL 33033

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $98,000.00

Evaluator ID: lapavon Date: 11/13/2024 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✔ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✔ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ✔ | | | | | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✔ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✔ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ✔ | | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✔ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✔ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✔ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✔ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✔ | | | | | Management - Leadership ability. |
| 12- | ✔ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Lazaro Pavon at Phone# 786-469-4250

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: CHANTEL BIEN-AIME Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: juan@he-builders.com

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 90878
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Areli Gonzalez 305 374-5754
Site Project Name: Emergency Concrete Repair - Little Havana Homes
Site Location: 1255 SW 1 ST Miami, Fl. 33135

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $88,488.31

Evaluator ID: agonzez Date: 12/17/2024 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✓ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✓ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ✓ | | | | | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✓ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✓ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ✓ | | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✓ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✓ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✓ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✓ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✓ | | | | | Management - Leadership ability. |
| 12- | ✓ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Areli Gonzalez at Phone# 305-245-7480

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Areli Gonzalez Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: Home Express Corp

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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Evaluation Refreshers: Do's and Don'ts | Process and Procedures | Q & A's | Help

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 90382
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Florence St. Jour 305-758-4853

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $43,281.01

Site Project Name: Gwen Cherry 5

Site Location: 7210 NE 2 Ave Miami FL 33138

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Evaluator ID: efonte Date: 9/25/2024 Period: Project conclusion or closeout

| | Rating * | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ◉ | ○ | ○ | ○ | ○ | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ○ | ◉ | ○ | ○ | ○ | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ◉ | ○ | ○ | ○ | ○ | Vision - Design - Concepts or adherence to criteria. |
| 4- | ◉ | ○ | ○ | ○ | ○ | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ◉ | ○ | ○ | ○ | ○ | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ○ | ○ | ○ | ○ | ◉ | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ○ | ○ | ○ | ○ | ◉ | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ◉ | ○ | ○ | ○ | ○ | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ◉ | ○ | ○ | ○ | ○ | Commitment - Intangibles & contribution to project success. |
| 10- | ◉ | ○ | ○ | ○ | ○ | Personnel - Quality and dedication of project staff. |
| 11- | ◉ | ○ | ○ | ○ | ○ | Management - Leadership ability. |
| 12- | ◉ | ○ | ○ | ○ | ○ | Quality - Work performed correctly the first time. |

Overall Performance Average: 3.9

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:

Florence St. Jour at phone# 305-758-4853

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐

Reviewer Name: Florence St. Jour Reviewer Signature: 6/Fr

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐

(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)

Evaluation delivered to: Vendor

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* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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9/25/2024 - Project conclusion or closeout

Save/Update | EMail Florence St. Jour | EMail Florence St. Jour | Print | Delete

Exit

Date Last Edited : 04/29/2010 -16:35:06

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 93633
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Aurea Velez 305-638-6088
Site Project Name:
Site Location:

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $29,159.00

Evaluator ID: eguerro Date: 5/14/2025 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✔ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✔ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | | | | | ✔ | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✔ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✔ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | | | | | ✔ | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✔ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✔ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✔ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✔ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✔ | | | | | Management - Leadership ability. |
| 12- | ✔ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
emerson guerrero at Phone# 305-638-6088

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Aurea Velez Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to:

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 92106
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Brenda Ramirez 305-667-2116
Site Project Name: Culmer Place
Site Location: 610 NW 10 Strret

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $12,844.00

Evaluator ID: BRAMIRE Date: 4/3/2025 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✔ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✔ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ✔ | | | | | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✔ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✔ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ✔ | | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✔ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✔ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✔ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✔ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✔ | | | | | Management - Leadership ability. |
| 12- | ✔ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Brenda Ramirez at Phone# 786-469-4395

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Frankie Jackson-Hardy Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: agustin@he-builders.com

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 90107
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Areli Gonzalez 305-245-7480
Site Project Name: Electrical Repair - Homestead Gardens BLDG 1586
Site Location: 1586 SW 4 ST Homestead, Fl. 33030

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $26,185.00

Evaluator ID: agonzez Date: 3/7/2025 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✔ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✔ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ✔ | | | | | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✔ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✔ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ✔ | | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✔ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✔ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✔ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✔ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✔ | | | | | Management - Leadership ability. |
| 12- | ✔ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Areli Gonzalez at Phone# 305-245-7480

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Areli Gonzalez Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: Homes Express

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

---

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 95170
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Lazaro Pavon 305-232-2421

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $2,424.00

Site Project Name: Emergency Electrical Repairs- Arthur Mays Daycare Center
Site Location: 11341 Sw 216 Street

Evaluator ID: lapavon Date: 5/14/2025 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✔ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✔ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ✔ | | | | | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✔ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✔ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ✔ | | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✔ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✔ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✔ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✔ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✔ | | | | | Management - Leadership ability. |
| 12- | ✔ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Lazaro Pavon at Phone# 786-469-4381

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: CHANTEL BIEN-AIME Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☐ Fax ☑ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: juan@he-builders.com

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 87806
Contractor: Home Express, Corp. dba HE Builders
Department Contact: CHANTEL BIEN-AIME 305-257-0970
Site Project Name: Emergency Plumbing Repairs- Perrine Gardens Site 340
Site Location: 10167 Circle Plaza E Miami, FL 33157

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $1,680.00

Evaluator ID: lapavon Date: 8/16/2024 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✔ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✔ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ✔ | | | | | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✔ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✔ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ✔ | | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✔ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✔ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✔ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✔ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✔ | | | | | Management - Leadership ability. |
| 12- | ✔ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Lazaro Pavon at Phone# 305-257-0970

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: CHANTEL BIEN-AIME Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: matias@he-builders.com

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 91113
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Lazaro Pavon 305-257-0970
Site Project Name: Emergency Plumbing Repairs- Moody Village
Site Location: 26920 Sw 135 Ave

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $2,300.00

Evaluator ID: lapavon Date: 12/30/2024 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✔ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✔ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ✔ | | | | | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✔ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✔ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ✔ | | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✔ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✔ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✔ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✔ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✔ | | | | | Management - Leadership ability. |
| 12- | ✔ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Lazaro Pavon at Phone# 305-257-0970

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: Lazaro Pavon Reviewer Signature: _____

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: agustin@he-builders.com

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 91102
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Lazaro Pavon 305-257-0970
Site Project Name: Emergency Plumbing Repairs- Goulds Plaza- Site 361
Site Location: 11497 SW 213th Street Miami, FL 33032

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $2,985.50

Evaluator ID: lapavon Date: 6/11/2025 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✔ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✔ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ✔ | | | | | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✔ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✔ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ✔ | | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✔ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✔ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✔ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✔ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✔ | | | | | Management - Leadership ability. |
| 12- | ✔ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Lazaro Pavon at Phone# 786-469-4437

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: CHANTEL BIEN-AIME Reviewer Signature:

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: juan@he-builders.com

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 92122
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Lazaro Pavon 305-257-0970
Site Project Name: Emergency Electrical Repairs- Pine Island II
Site Location: 26833 Sw 127 Ave

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $930.00

Evaluator ID: lapavon Date: 4/14/2025 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✔ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✔ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ✔ | | | | | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✔ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✔ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ✔ | | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✔ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✔ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✔ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✔ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✔ | | | | | Management - Leadership ability. |
| 12- | ✔ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Lazaro Pavon at Phone# 786-469-4437

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: CHANTEL BIEN-AIME Reviewer Signature: Lazaro Pavon

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: juan@he-builders.com

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

3 Satisfactory performance - Minor errors noted, addressed with timely corrective action. No serious errors noted or corrective action needed.

2 Guarded performance Errors and Omissions documented in writing with timely corrective action.

1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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# MIAMI-DADE COUNTY, FLORIDA

## Capital Improvements Information System

### Public Housing and Community Development

### Contractor Evaluation

MCC Contract: HD 87805
Contractor: Home Express, Corp. dba HE Builders
Department Contact: Monica Perry 305-795-1527
Site Project Name: Emergency Plumbing Repairs- Victory Homes
Site Location: 440 NW 72 Avenue, Miami, FL 33150

Evaluation Type: Standard Evaluation
FEIN: 562429411
Award Amount: $952.00

Evaluator ID: lapavon Date: 8/19/2024 Period: Project conclusion or closeout

| Rating * | | | | | | |
|---|---|---|---|---|---|---|
| | 4 | 3 | 2 | 1 | N/A | Criteria |
| 1- | ✔ | | | | | Schedule - Quality of schedule & adherence to schedule resulting in timeliness and minimizing delay to the owner and community. |
| 2- | ✔ | | | | | Cost effectiveness & efficiency - Budget compliance & value of work. |
| 3- | ✔ | | | | | Vision - Design - Concepts or adherence to criteria. |
| 4- | ✔ | | | | | Cooperation - Teamwork & relationship with owner, subs and suppliers. |
| 5- | ✔ | | | | | Coordination - Ability to organize, schedule and complete tasks in adherence to the schedule. |
| 6- | ✔ | | | | | Accuracy & Technical Skills - Cost estimating, scheduling, shop and other drawings, plans, manuals, project documentation and conflict resolution. |
| 7- | ✔ | | | | | Completeness - Compliance with contract documents, permits, Codes & standards. |
| 8- | ✔ | | | | | Responsiveness - Timely, clear & concise responses to owner comments and correspondence. |
| 9- | ✔ | | | | | Commitment - Intangibles & contribution to project success. |
| 10- | ✔ | | | | | Personnel - Quality and dedication of project staff. |
| 11- | ✔ | | | | | Management - Leadership ability. |
| 12- | ✔ | | | | | Quality - Work performed correctly the first time. |

Overall Performance Average: 4.0

Documentation that supports this evaluation and Contractor's/Consultant's comments can be obtained by contacting:
Lazaro Pavon at Phone# 305-257-0970

Evaluation Reviewed by: Supervisor ☑ Division Chief ☐ Assistant Director ☐ Director ☐
Reviewer Name: CHANTEL BIEN-AIME Reviewer Signature: FOR M.P.

The method of delivery of this evaluation to contractor/consultant: Certified Mail ☐ EMail ☑ Fax ☐ Hand ☐
(Unresponsive Performance by contractor/consultant requires 2 delivery methods, one MUST be Certified Mail.)
Evaluation delivered to: matias@he-builders.com

* Rating Key

4 Superior performance - Exemplary quality, no intervention required - project completed on time or early at or below budget with no change orders or amendments other than owner requested changes.

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1 Unresponsive performance documented in writing without timely corrective action.

N/A. No Information

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 30,2026

HOME EXPRESS CORP
4478 RAINBOW AVE
WESTON, FLORIDA 33332

**RE: CERTIFICATE OF QUALIFICATION**

The Department of Transportation has qualified your company for the type of work indicated below.

**FDOT APPROVED WORK CLASSES:**
DRAINAGE, FENCING, GRADING, GRASSING, SEEDING AND SODDING, MINOR BRIDGES, R&R MINOR BRIDGES, SIDEWALK, Carbon Fiber Reinforced Polymer Wrap, Crack Injection, Joint Rehabilitation (Expansion Joint Repair)

Unless notified otherwise, this Certificate of Qualification will expire **6/30/2027.**

In accordance with Section 337.14(1), Florida Statutes, an application for qualification must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If the company's maximum capacity has been revised, it may be accessed by logging into the Contractor Prequalification Application System via the following link:
**HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification**

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

The company may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing the most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that the company has performed such work.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

James E. Taylor II, Prequalification Supervisor
Contracts Administration Office

JTII

HE BUILDERS
COMMERCIAL & GOVERNMENT CONTRACTING
**Address:** 2572 NE, 182nd Terrace, North Miami Beach, FL 33160
**Tel:** (305) 981 - 6256
**Email:** contact@he-builders.com

# HE Builders Experience

**Date:** 09/15/2026
**Project Code:** 26B12
**Contact:** Matias Otero (PM)
**Tel:** (305) 981-6256
**Email:** agustin@he-builders.com

| # | 1 | | 2 | | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|---|---|---|
| | KEY PERSONNEL POSITION | PROJECT NAME | CLIENT / OWNER | CLIENT REPRESENTATIVE POSITION CONTACT INFORMATION | WORK DESCRIPTION | CONTRACT TOTAL DOLLAR VALUE | CONTRACT DURATION | PRIME OR SUBCONTRACTOR | PROJECT CLOSURE DOCUMENTATION |
| PROJECT 1 | **Matias Otero** Project Manager | Historic Bridge No. 874129 and 874130 Rehabilitation and Painting along Curtiss Parkway over Miami Canal | Miami-Dade Department of Transportation and Public Works | Jorge Perez (Project Manager)<br>305 608 9766 - Jorge.Perez2@miamidade.gov | This project focuses on the rehabilitation and preservation of two historic bridges, Bridge Nos. 874129 and 874130, located along Curtiss Parkway over Miami Canal. The work encompasses all necessary operations to restore and enhance the structural integrity, functionality, and aesthetic appeal of these historic structures | $4,584,572 | 2024 - 2026 | Prime | Completed |
| PROJECT 2 | **Matias Otero** Project Manager | Miami International Airport (MIA) 874635 Bridge Rehabilitation | Miami-Dade Aviation Department | Yovanna Alvarez<br>(305) 876-8325 yalvarez@miami-airport.com | The bridge rehabilitation work shall include replacing joints, steel connection bolts, washers, and nuts and any damaged neoprene bearing material.<br>Structural steel and bearings shall be cleaned and painted. The missing diaphragm in the location of span 90 Bay 6 shall be installed.<br>Concrete spalls and cracks shall be repaired. A class 5 finish coating shall be provided to exposed surfaces.<br>Roadway work shall include replacing damaged signs and pavement markings. Pedestrian markings shall also be restored. All damaged asphalt must be restored, all potholes must be repaired and sealed.<br>Electrical-related work shall include replacing missing junction box covers and sealing all utility conduit holes. Drainage restoration work shall include repairing drainage grates.<br>All aluminum railing components shall be repaired and restored. All vegetation growth, bird nests, and debris shall be removed and cleaned. | $17,890,977 | **2026-In Progress** | Prime | In process |
| PROJECT 3 | **Matias Otero** Project Manager | W180003-R Coral Gables Library Interior Renovation Roof Replacement and Impact Resistant Windows Doors | Miami-Dade Public Library System | Lisa Thompson (Project Manager)<br>Lisa.Thompson@miamidade.gov 305-375-5106 / 305-202-4610 | Interior Renovations, Roof Replacement and Impact Resistant System, of the Coral Gables Library 28,446 SF building and floor area of 34,203 square feet. The City of Coral Gables has designated the Coral Gables Library as an historical building. | $4,370,308 | 2021- 2023 | Prime | Project was successfully completed |
| PROJECT 4 | **Matias Otero** Project Manager | 2022-MDFR-CR-OR-HQ Miami-Dade Fire Rescue Crandon Park Ocean Rescue Headquarters | Miami-Dade Fire Rescue Department | Alfredo Garmendia (Project Manager)<br>Alfredo.Garmendia@miamidade.gov 786 498 8635 | 8,000 SF New Building at Crandon Park (Key Biscayne) - Ocean Rescue Headquarters under LEED Silver Certification | $7,168,593 | 2024 - 2025 | Prime | Project was successfully completed |
| PROJECT 5 | **Matias Otero** Project Manager | City of Tamarac - Sunset and Veterans Park Renovations | City of Tamarac | Ron Stein (Project Manager)<br>954 531 2395 | Renovation of two parks in the City of Tamarac. The project involved new construction of Restrooms and Deposit Facilities in both Parks, along with landscaping, paving, drainage, sidewalk, MEP, Finishes, restoration,of monuments, along with other activities | $1,800,000 | 2021- 2023 | Prime | Project was successfully completed |
| PROJECT 6 | **Matias Otero** Project Manager | Lehigh Acres Development | Chenia Veiga | Chenia Veiga (Project Manager)<br>305-979-4027 manager@lehighacresdevelopment.com | New 100-unit housing community in Lehigh Acres, encompassing diverse elements such as: New construction, Civil and site improvements, Roadway and paving, Drainage systems, Utilities installation (sewer and water), Structural infrastructure, Landscape design, MEP | $17,901,193 | 2022 - 2025 | Prime | Project was successfully completed |
| PROJECT 7 | **Matias Otero** Project Manager | 019-001.01 MIAMI Seaport Video Wall Lan Room | Miami-Dade Seaport Department | Frank Ramirez<br>305 347 5508 frank.ramirez@miamidade.gov | The Work of this Contract comprises the general construction necessary for the relocations, renovations, and upgrades of two existing locations in the Port Miami Administration Building and Cruise Terminal G at the Miami-Dade County Seaport Department | $1,905,503 | 2018 – 2019 | Prime | Project was successfully completed |
| PROJECT 8 | **Matias Otero** Project Manager | Curtis Park Community Center – D1 Project Number: 40-B193511 | City of Miami | Yulian Monroy, B.Arch (Project Manager)<br>(305) 416-1290 - ymonroy@miamigov.com | Demolition of the existing Community Center building, and the construction of a new facility of approximately 8,000 SF. | $11,388,981 | **2026-In Progress** | Prime | In process |
| PROJECT 9 | **Matias Otero** Project Manager | MIA North Terminal Public Restrooms Modernization Group 1 | Miami-Dade Aviation Department | Yovanna Alvarez (Project Manager)<br>305 876 8325 - YAlvarez@flymia.com | This project involves the comprehensive interior renovation, modernization, and ADA compliance upgrades for four sets of public restrooms (male, female, unisex, and janitor's closet) located in Terminal D of Miami International Airport. | $4,026,452 | 2024 - 2026 | Prime | Completed |

# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027**

**Receipt #:** 180-332336

**Business Name:** HE BUILDERS

**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

**Owner Name:** MATIAS LUCIANO OTERO (QUALIFIER)

**Business Opened:** 10/01/2021

**Business Location:** 4478 RAINBOW AVE
WESTON

**State/County/Cert/Reg:** CGC1508204

**Exemption Code:**

**Business Phone:** 7863-600-3842

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 7 | | |

For Vending Business Only

**Number of Machines:** **Vending Type:**

| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 30.00 |

Receipt Fee 27.00

**THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS**

**THIS BECOMES A TAX RECEIPT**

**WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

**Mailing Address:**

HE BUILDERS
4478 RAINBOW AVE
WESTON, FL 33332-2451

**Receipt #WWW-26-00000273**
**Paid 10/01/2026 3.00**

## 2026 - 2027


# BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-357-4829

**VALID OCTOBER 1, 2026 THROUGH SEPTEMBER 30, 2027**

**Receipt #:** 180-332336

**Business Name:** HE BUILDERS

**Business Type:** GENERAL CONTRACTOR (GENERAL CONTRACTOR)

**Owner Name:** MATIAS LUCIANO OTERO (QUALIFIER)

**Business Opened:** 10/01/2021

**Business Location:** 4478 RAINBOW AVE
WESTON

**State/County/Cert/Reg:** CGC1508204

**Exemption Code:**

**Business Phone:** 7863-600-3842

| Rooms | Seats | Employees | Machines | Professionals |
|---|---|---|---|---|
| | | 7 | | |


**Signature**

For Vending Business Only

**Number of Machines:** **Vending Type:**


| Tax Amount | Transfer Fee | NSF Fee | Penalty | Prior Years | Collection Cost | Total Paid |
|---|---|---|---|---|---|---|
| 27.00 | 3.00 | 0.00 | 0.00 | 0.00 | 0.00 | 30.00 |

**Receipt #WWW-26-00000273**
**Paid 10/01/2026 3.00**

# MIAMI-DADE COUNTY - STATE OF FLORIDA
## LOCAL BUSINESS TAX
## 2026 - 2027 APPLICATION

N/A September 30, 2026

RENEWAL
**RECEIPT:** 5700456
**STATE #** CGC1508204

5460563

**DBA/BUSINESS NAME:**
HE BUILDERS

**BUSINESS LOCATION:**
OPERATING IN DADE COUNTY

**BUS. COMMENCEMENT DATE:** 12/01/2004

| SEC | TYPE OF BUSINESS |
|---|---|
| BLDG1 | GENERAL BUILDING CONTRACTOR |
| 1 | |

**OWNER/CORP.**
HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER
**PHONE #** 786-718-3887

6820 INDIAN CREEK DR APT 601
MIAMI BEACH, FL 33141-3823

**APPLICATION DETAILS**

| FEE | | AMOUNT |
|---|---|---|
| Receipt Fee | | 30.00 |
| UMSA Fee | | 30.00 |
| Economic Growth Surtax | | 15.00 |
| Bingo Permit Fee | | 0.00 |
| Nightclub Permit Fee | | 0.00 |
| Multi-Municipal Contractor Fee | | 0.00 |
| Restricted Contractor Fee | | 0.00 |
| Library Fee | | 0.00 |
| Transfer Fee | | 0.00 |
| Doing Business without a License Penalty | | 0.00 |
| Late Penalty | | 0.00 |
| Collection Cost | | 0.00 |
| NSF Fee | | 0.00 |
| Prior Years Due | | 0.00 |
| Amount Recently Paid | - | 75.00 |
| **TOTAL AMOUNT DUE:** | | **0.00** |

**NAICS CODE:** 2389

**Print Blocking Flags:** Pending Attestation

**Addt'l Doc Description:** State/County License or Certificate

**If no longer in business, please notify us in writing.**

Review and correct the information shown on this application.

A 25% penalty will be assessed to anyone found operating without a paid local business tax, in addition to any other penalty provided by local ordinance (Sec 8A-176(2)).

A Certificate of Use and/or City Business Tax Receipt may also be required.

**To pay online go to https://mdctaxcollector.gov**

To pay by mail, make check payable to:
**Dariel Fernandez, Tax Collector**
**Business Tax**
**200 NW 2nd Avenue, 3rd Floor**
**Miami FL 33128**

To pay in person go to:
**200 NW 2nd Avenue, 1st Floor**
**(305) 375-5448**
**support@mdctaxcollector.gov**

A service fee of not less than $25.00 up to a minimum of 5% will be charged for all returned checks.

↑ RETAIN FOR YOUR RECORDS ↑

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓


**MIAMI-DADE COUNTY - STATE OF FLORIDA**
**LOCAL BUSINESS TAX**
**2026 - 2027 APPLICATION**
5460563
**BUSINESS LOCATION:**
OPERATING IN DADE COUNTY

N/A September 30, 2026

RENEWAL
**RECEIPT:** 5700456
**STATE #** CGC1508204


*7+5700456+2027*

Scan to pay


**BUS. COMMENCEMENT DATE:** 12/01/2004

| SEC | TYPE OF BUSINESS |
|---|---|
| BLDG1 | GENERAL BUILDING CONTRACTOR |
| 1 | |

**OWNER/CORP.**
HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER


APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER
6820 INDIAN CREEK DR APT 601
MIAMI BEACH, FL 33141-3823

SIGNATURE REQUIRED SEE INSTRUCTIONS ABOVE

**Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.**

| | | | | |
|---|---|---|---|---|
| ***If Received By*** | Sep 30, 2026 | Oct 31, 2026 | Nov 30, 2026 | Dec 31, 2026 |
| ***Please Pay*** | $0.00 | $0.00 | $0.00 | $0.00 |

700000000000000000000005700456202700000007500000000000007

# MIAMI-DADE COUNTY - STATE OF FLORIDA
## LOCAL BUSINESS TAX
## 2026 - 2027 APPLICATION

N/A September 28, 2026

RENEWAL
**RECEIPT:** 7573276
**STATE #** EC13008972

7284915

**DBA/BUSINESS NAME:**
HE BUILDERS

**BUSINESS LOCATION:**
2572 NE 182ND TER
NORTH MIAMI BEACH, FL 33160-2023

**BUS. COMMENCEMENT DATE:** 05/23/2019

| SEC | TYPE OF BUSINESS |
|---|---|
| ELEC | ELECTRICAL CONTRACTOR |
| 4 | |

**OWNER/CORP.**
HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER
**PHONE #** 786-718-3887

6820 INDIAN CREEK DR APT 601
MIAMI BEACH, FL 33141-3823

| APPLICATION DETAILS | | |
|---|---|---|
| **FEE** | | **AMOUNT** |
| Receipt Fee | | 30.00 |
| UMSA Fee | | 30.00 |
| Economic Growth Surtax | | 15.00 |
| Bingo Permit Fee | | 0.00 |
| Nightclub Permit Fee | | 0.00 |
| Multi-Municipal Contractor Fee | | 0.00 |
| Restricted Contractor Fee | | 0.00 |
| Library Fee | | 0.00 |
| Transfer Fee | | 0.00 |
| Doing Business without a License Penalty | | 0.00 |
| Late Penalty | | 0.00 |
| Collection Cost | | 0.00 |
| NSF Fee | | 0.00 |
| Prior Years Due | | 0.00 |
| Amount Recently Paid | - | 0.00 |
| **TOTAL AMOUNT DUE:** | | **75.00** |

**NAICS CODE:** 23821

**Print Blocking Flags:** Pending Attestation

**Addt'l Doc Description:** State/County License or Certificate

**If no longer in business, please notify us in writing.**

Review and correct the information shown on this application.

A 25% penalty will be assessed to anyone found operating without a paid local business tax, in addition to any other penalty provided by local ordinance (Sec 8A-176(2)).

A Certificate of Use and/or City Business Tax Receipt may also be required.

**To pay online go to https://mdctaxcollector.gov**

To pay by mail, make check payable to:
**Dariel Fernandez, Tax Collector**
**Business Tax**
**200 NW 2nd Avenue, 3rd Floor**
**Miami FL 33128**

To pay in person go to:
**200 NW 2nd Avenue, 1st Floor**
**(305) 375-5448**
**support@mdctaxcollector.gov**

A service fee of not less than $25.00 up to a minimum of 5% will be charged for all returned checks.

↑ RETAIN FOR YOUR RECORDS ↑

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓

**MIAMI-DADE COUNTY - STATE OF FLORIDA**
**LOCAL BUSINESS TAX**
**2026 - 2027 APPLICATION**
7284915
**BUSINESS LOCATION:**
2572 NE 182ND TER
NORTH MIAMI BEACH, FL 33160-2023

**OWNER/CORP.**
HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER

HOME EXPRESS CORP
6820 INDIAN CREEK DR APT 601
MIAMI BEACH, FL 33141-3823

*7+7573276+2027*

Scan to pay

N/A September 28, 2026

RENEWAL
**RECEIPT:** 7573276
**STATE #** EC13008972

**BUS. COMMENCEMENT DATE:** 05/23/2019

| SEC | TYPE OF BUSINESS |
|---|---|
| ELEC | ELECTRICAL CONTRACTOR |
| 4 | |

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

SIGNATURE REQUIRED — SEE INSTRUCTIONS ABOVE

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| | | | | |
|---|---|---|---|---|
| ***If Received By*** | Sep 30, 2026 | Oct 31, 2026 | Nov 30, 2026 | Dec 31, 2026 |
| ***Please Pay*** | $75.00 | $82.50 | $86.25 | $90.00 |

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# MIAMI-DADE COUNTY - STATE OF FLORIDA
## LOCAL BUSINESS TAX
## 2026 - 2027 APPLICATION

N/A September 30, 2026

RENEWAL
**RECEIPT:** 7520342
**STATE #** CMC1250624

5460563

**DBA/BUSINESS NAME:**
HE BUILDERS

**BUSINESS LOCATION:**
OPERATING IN DADE COUNTY

**BUS. COMMENCEMENT DATE:** 12/01/2004

| SEC | TYPE OF BUSINESS |
|---|---|
| MECH | GENERAL MECHANICAL CONTRACTOR |
| 1 | |

**OWNER/CORP.**
HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER
**PHONE #** 786-718-3887

6820 INDIAN CREEK DR APT 601
MIAMI BEACH, FL 33141-3823

**NAICS CODE:** 238990

**Print Blocking Flags:** Pending Attestation

**Addt'l Doc Description:** State/County License or Certificate

**APPLICATION DETAILS**

| FEE | | AMOUNT |
|---|---|---|
| Receipt Fee | | 30.00 |
| UMSA Fee | | 30.00 |
| Economic Growth Surtax | | 15.00 |
| Bingo Permit Fee | | 0.00 |
| Nightclub Permit Fee | | 0.00 |
| Multi-Municipal Contractor Fee | | 0.00 |
| Restricted Contractor Fee | | 0.00 |
| Library Fee | | 0.00 |
| Transfer Fee | | 0.00 |
| Doing Business without a License Penalty | | 0.00 |
| Late Penalty | | 0.00 |
| Collection Cost | | 0.00 |
| NSF Fee | | 0.00 |
| Prior Years Due | | 0.00 |
| Amount Recently Paid | - | 75.00 |
| **TOTAL AMOUNT DUE:** | | **0.00** |

**If no longer in business, please notify us in writing.**

Review and correct the information shown on this application.

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**Business Tax**
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**Miami FL 33128**

To pay in person go to:
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**(305) 375-5448**
**support@mdctaxcollector.gov**

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↑ RETAIN FOR YOUR RECORDS ↑

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓


**MIAMI-DADE COUNTY - STATE OF FLORIDA**
**LOCAL BUSINESS TAX**
**2026 - 2027 APPLICATION**
5460563
**BUSINESS LOCATION:**
OPERATING IN DADE COUNTY

**OWNER/CORP.**
HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER


HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER
6820 INDIAN CREEK DR APT 601
MIAMI BEACH, FL 33141-3823


N/A September 30, 2026

RENEWAL
**RECEIPT:** 7520342
**STATE #** CMC1250624


*7+752034 2+2027*

Scan to pay


**BUS. COMMENCEMENT DATE:** 12/01/2004

| SEC | TYPE OF BUSINESS |
|---|---|
| MECH | GENERAL MECHANICAL CONTRACTOR |
| 1 | |


APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

SIGNATURE REQUIRED — SEE INSTRUCTIONS ABOVE

**Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.**

| | | | | |
|---|---|---|---|---|
| ***If Received By*** | Sep 30, 2026 | Oct 31, 2026 | Nov 30, 2026 | Dec 31, 2026 |
| ***Please Pay*** | $0.00 | $0.00 | $0.00 | $0.00 |

700000000000000000000000752034220270000000750000000000003

# MIAMI-DADE COUNTY - STATE OF FLORIDA
## LOCAL BUSINESS TAX
## 2026 - 2027 APPLICATION

N/A October 01, 2026

RENEWAL
**RECEIPT:** 7483880
**STATE #** CFC1429564

7201193

**DBA/BUSINESS NAME:**
HE BUILDERS

**BUSINESS LOCATION:**
2572 NE 182ND TER
NORTH MIAMI BEACH, FL 33160-2023

**OWNER/CORP.**
HOME EXPRESS CORP
C/O MATIAS L OTERO QUALIFIER
**PHONE #** 786-718-3887

6820 INDIAN CREEK DR APT 601
MIAMI BEACH, FL 33141-3823

**NAICS CODE:** 23822

**Print Blocking Flags:** Pending Attestation

**Addt'l Doc Description:** State/County License or Certificate

**BUS. COMMENCEMENT DATE:** 05/06/2016

| SEC | TYPE OF BUSINESS |
|---|---|
| PLUM | PLUMBING CONTRACTOR |
| 1 | |

| APPLICATION DETAILS | | |
|---|---|---|
| **FEE** | | **AMOUNT** |
| Receipt Fee | | 30.00 |
| UMSA Fee | | 30.00 |
| Economic Growth Surtax | | 15.00 |
| Bingo Permit Fee | | 0.00 |
| Nightclub Permit Fee | | 0.00 |
| Multi-Municipal Contractor Fee | | 0.00 |
| Restricted Contractor Fee | | 0.00 |
| Library Fee | | 0.00 |
| Transfer Fee | | 0.00 |
| Doing Business without a License Penalty | | 0.00 |
| Late Penalty | | 0.00 |
| Collection Cost | | 0.00 |
| NSF Fee | | 0.00 |
| Prior Years Due | | 0.00 |
| Amount Recently Paid | - | 75.00 |
| **TOTAL AMOUNT DUE:** | | **0.00** |

**If no longer in business, please notify us in writing.**

Review and correct the information shown on this application.

A 25% penalty will be assessed to anyone found operating without a paid local business tax, in addition to any other penalty provided by local ordinance (Sec 8A-176(2)).

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To pay by mail, make check payable to:
**Dariel Fernandez, Tax Collector**
**Business Tax**
**200 NW 2nd Avenue, 3rd Floor**
**Miami FL 33128**

To pay in person go to:
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**(305) 375-5448**
**support@mdctaxcollector.gov**

A service fee of not less than $25.00 up to a minimum of 5% will be charged for all returned checks.

↑ RETAIN FOR YOUR RECORDS ↑

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓


**MIAMI-DADE COUNTY - STATE OF FLORIDA**
**LOCAL BUSINESS TAX**
**2026 - 2027 APPLICATION**
7201193
**BUSINESS LOCATION:**
2572 NE 182ND TER
NORTH MIAMI BEACH, FL 33160-2023

**OWNER/CORP.**
HOME EXPRESS CORP
C/O MATIAS L OTERO QUALIFIER


HOME EXPRESS CORP
C/O HORACIO ALBERTO OTERO PRES
6820 INDIAN CREEK DR APT 601
MIAMI BEACH, FL 33141-3823

*7+7483880+2027*

Scan to pay


N/A October 01, 2026

RENEWAL
**RECEIPT:** 7483880
**STATE #** CFC1429564

**BUS. COMMENCEMENT DATE:** 05/06/2016

| SEC | TYPE OF BUSINESS |
|---|---|
| PLUM | PLUMBING CONTRACTOR |
| 1 | |


APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

SIGNATURE REQUIRED — SEE INSTRUCTIONS ABOVE

**Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.**

| | | | | |
|---|---|---|---|---|
| ***If Received By*** | Oct 31, 2026 | Nov 30, 2026 | Dec 31, 2026 | Jan 31, 2027 |
| ***Please Pay*** | $0.00 | $0.00 | $0.00 | $0.00 |

700000000000000000000007483880202700000007500000000000008

# MIAMI-DADE COUNTY - STATE OF FLORIDA
## LOCAL BUSINESS TAX
## 2026 - 2027 APPLICATION

N/A September 30, 2026

RENEWAL
**RECEIPT:** 7509377
**STATE #** FPC17-000095

5460563

**DBA/BUSINESS NAME:**
HE BUILDERS

**BUSINESS LOCATION:**
OPERATING IN DADE COUNTY

**BUS. COMMENCEMENT DATE:** 12/01/2004

| SEC | TYPE OF BUSINESS |
|---|---|
| MECHS | SPEC MECHANICAL CONTRACTOR |
| 1 | |

**OWNER/CORP.**
HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER
**PHONE #** 786-718-3887

6820 INDIAN CREEK DR APT 601
MIAMI BEACH, FL 33141-3823

**APPLICATION DETAILS**

| FEE | | AMOUNT |
|---|---|---|
| Receipt Fee | | 30.00 |
| UMSA Fee | | 30.00 |
| Economic Growth Surtax | | 15.00 |
| Bingo Permit Fee | | 0.00 |
| Nightclub Permit Fee | | 0.00 |
| Multi-Municipal Contractor Fee | | 0.00 |
| Restricted Contractor Fee | | 0.00 |
| Library Fee | | 0.00 |
| Transfer Fee | | 0.00 |
| Doing Business without a License Penalty | | 0.00 |
| Late Penalty | | 0.00 |
| Collection Cost | | 0.00 |
| NSF Fee | | 0.00 |
| Prior Years Due | | 0.00 |
| Amount Recently Paid | - | 75.00 |
| **TOTAL AMOUNT DUE:** | | **0.00** |

**NAICS CODE:** 238990

**Print Blocking Flags:** Pending Attestation

**Addt'l Doc Description:** State/County License or Certificate

**If no longer in business, please notify us in writing.**

Review and correct the information shown on this application.

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**Business Tax**
**200 NW 2nd Avenue, 3rd Floor**
**Miami FL 33128**

To pay in person go to:
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**(305) 375-5448**
**support@mdctaxcollector.gov**

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↑ RETAIN FOR YOUR RECORDS ↑

↓ DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT ↓

**MIAMI-DADE COUNTY - STATE OF FLORIDA**
**LOCAL BUSINESS TAX**
**2026 - 2027 APPLICATION**
5460563
**BUSINESS LOCATION:**
OPERATING IN DADE COUNTY

**OWNER/CORP.**
HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER

HOME EXPRESS CORP
C/O MATIAS OTERO QUALIFIER
6820 INDIAN CREEK DR APT 601
MIAMI BEACH, FL 33141-3823

*7+7509377+2027*

Scan to pay

N/A September 30, 2026

RENEWAL
**RECEIPT:** 7509377
**STATE #** FPC17-000095

**BUS. COMMENCEMENT DATE:** 12/01/2004

| SEC | TYPE OF BUSINESS |
|---|---|
| MECHS | SPEC MECHANICAL CONTRACTOR |
| 1 | |

APPLICATION IS HEREBY MADE FOR A LOCAL BUSINESS TAX RECEIPT OR PERMIT FOR THE BUSINESS PROFESSION OR OCCUPATION DESCRIBED HEREON. I SWEAR THAT THE INFORMATION IS TRUE AND CORRECT.

SIGNATURE REQUIRED — SEE INSTRUCTIONS ABOVE

**Please pay only one amount. The amounts due after Sept 30th include penalties per FS 205.053.**

| | | | | |
|---|---|---|---|---|
| ***If Received By*** | Sep 30, 2026 | Oct 31, 2026 | Nov 30, 2026 | Dec 31, 2026 |
| ***Please Pay*** | $0.00 | $0.00 | $0.00 | $0.00 |

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## Key Subcontractor: Omega Coatings and Construction, LLC

- Project name: ALDOT- Winston County- Truss Bridge
- Project number: Project #BR-6720(250) / Contract #20210827007
- Contract amount: $5,561,225.50
- Location: Winston County
- Completion: October 2023
- Scope of work: Coating
- Contact Info:

Andrew Sampsell, Alabama Department of Transportation
205-932-7595
399 25th Street NE, Fayette, AL 35555

- Project name: ALDOT- Elmore & Tallapoosa Counties- Under Truss Bridge
- Project number: Project #BR-0014(550) / Contract ID #20220624001
- Contract amount: $3,496,667.00
- Location: Elmore & Tallapoosa Counties
- Completion: April 2024
- Scope of work: Coating
- Contact Info:

Rex Knight, Thompson Engineering
info@thompsonengineering.com, 251 666 2443
4520 Alatex Rd, Montgomery, AL 36108

- Project name: 1000-18-88 NW REGION, BRIDGE SPOT PAINTING FY2024
- Contract amount: $1,755,623.00.
- Location: NW Region, Wisconsin
- Completion: October 2025
- Scope of work: Coating
- Contact Info:

Joseph Homan, Bloom Companies LLC
414-771-3390
10501 W. Research Drive, Suite 100, Milwaukee, WI 53226

- Project name: WISDOT- Bascule Bridge
- Project number: Zenith Job #505077 / 2615-15-73 WISC 2025469
- Contract amount: $1,127,000.00
- Location: ZENITH-WIDOT-16th Street Milwaukee County, Wisconsin
- Completion: July 2026
- Scope of work: Coating

- Project name: WISDOT- Bascule Bridge
- Project number: 6180-18-71 / FED WISC 2019689
- Contract amount: $1,280,553.30
- Location: Oshkosh, Winnebago County, Wisconsin
- Completion: July 2020
- Scope of work: Coating

thompson
ENGINEERING

July 13, 2026
John Savidakis Omega Coatings
1144 Tampa Rd
Palm Harbor, FL 34683

RE: BR-0014(500) Elmore County, Tallassee, Alabama
Bridge Painting & Rehabilitation

To whom it may concern:

This project was awarded to Omega Coatings and Construction, LLC in the amount of $3,496,667.00. This project included Rehabilitation and Bridge Painting on SR-14 over the Tallapoosa River in Tallassee, Alabama. It contained bridge repairs but not limited to concrete patching, painting and deck sealing. This project was accepted by ALDOT on June 6, 2024. The work performed was within ALDOT Standard Specifications and found to be in accordance with the plans provided. Omega Coatings provided a well-informed and knowledgeable workforce to perform the work required. Their knowledge and experience proved valuable at different stages of the project. There was never a lag between deadlines for paperwork or submittals. I would be glad to work with them on another project with a similar scope.

Sincerely,

Rex Knight
Senior Project Manager
Thompson Engineering

BLOOM COMPANIES, LLC

July 15, 2026
JOHN SAVIDAKIS
OMEGA COATINGS & CONSTRUCTION, LLC
1144 TAMPA RD
PALM HARBOR, FL 34683

**RE: 1000-18-88 NW REGION, BRIDGE SPOT PAINTING FY2024**
**VARIOUS HIGHWAYS AND COUNTIES:**
**BUFFALO, CHIPPEWA, CLARK, DUNN, PIERCE, & TREMPEALEAU**
**BRIDGE PAINTING**

**TO WHOM IT MAY CONCERN:**

Omega Coatings and Construction, LLC was awarded the following project in the amount of $1,755,623.00. The project involved bridge painting operations on seven separate bridges and included traffic control, containment, bird netting installation, and bridge painting activities.

The project received final acceptance from the Wisconsin Department of Transportation (WisDOT) on June 16, 2026. All work was completed in accordance with WisDOT Standard Specifications and the approved construction plans.

Throughout the project, Omega Coatings and Construction demonstrated professionalism and a high level of technical expertise. Their knowledgeable workforce successfully completed the required work within the project schedule. The project management team and onsite foreman maintained clear, consistent communication and responded promptly to project needs and coordination efforts. In addition, all required submittals, documentation, and testing information were submitted accurately and in a timely manner.

Based on my experience, I would not hesitate to work with Omega Coatings and Construction again and would confidently recommend them future bridge painting projects.

Sincerely,

JOSEPH HOMAN, PE
Construction Services Manager
Bloom Companies, LLC

# ALABAMA DEPARTMENT OF TRANSPORTATION

WEST CENTRAL REGION
FAYETTE AREA – CONSTRUCTION
P. O. Box 990
Fayette, Alabama 35555
Telephone: 205-932-7560

Kay Ivey
Governor

John R. Cooper
Transportation Director


July 13, 2026

Omega Coatings & Construction, LLC
1144 Tampa Road
Palm Harbor. FL 34683

**RE: Project No. BR-6720(250)**
**Bridge Rehabilitation at Duncan Bridge on SR-257 Over Lewis Smith Lake**
**Winston County**

To whom it may concern:

Omega Coatings and Construction LLC, as the Prime Contractor, was responsible for the bridge rehabilitation of the Duncan Bridge on AL SR-257 over Lewis Smith Lake in Winston County. This project was for the rehabilitation of a 1,032.79' long truss bridge which consisted of steel and concrete repairs, painting, and deck sealing.

Omega Coatings and Construction LLC accomplished this work well within the allotted contract time of 320 working days, within the budgeted contract amount of $5,561,225.50, and in close conformity with the plans and standard specifications.

Omega Coatings and Construction, LLC operated with a high degree of professionalism and maintained constant communication with ALDOT, subcontractors, municipalities, and property owners throughout the construction process.

Respectfully,

Andrew B. Sampsell, P.E.
Construction Engineer, Fayette area

AMPP™

Omega Coatings & Construction, LLC

*of*

Palm Harbor, Florida

*has met or exceeded the requirements set forth in the* ***AMPP QP Accreditation Program*** *for*

AMPP™
QP 1
FIELD APPLICATION
SSPC ACCREDITED CONTRACTOR

**FIELD APPLICATION OF COATINGS**
**COMPLEX STRUCTURES**
**AMPP SSPC – QP1**

*Chief Product and Operations Officer, AMPP*

March 31, 2026 – March 31, 2027
*Validation Period*

Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.
Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205

AMPP™

Omega Coatings & Construction, LLC

*of*

Palm Harbor, Florida

*has met or exceeded the requirements set forth in the* ***AMPP QP Accreditation Program*** *for*

AMPP™
QP 2
FIELD REMOVAL
SSPC ACCREDITED CONTRACTOR

# INDUSTRIAL HAZARDOUS PAINT REMOVAL

# SSPC – QP 2

*CATEGORY "A"*

*Chief Product and Operations Officer, AMPP*

March 31, 2026 – March 31, 2027

*Validation Period*

Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.
Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205