BAL HARBOUR
FLORIDA'S PARADISE

Village Council

Regular Meeting Agenda
June 18, 2013
Immediately Following General Employee Retirement Board Meeting

Bal Harbour Village Hall
655 – 96th Street
Bal Harbour, Florida 33154

Mayor Jean Rosenfield
Assistant Mayor Joni D. Blachar
Councilwoman Patricia Cohen
Councilman Martin Packer
Councilman Jaime M. Sanz

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Regular Meeting Agenda
June 18, 2013
Following the General Employees Retirement Board Meeting
at 7:00 p.m.
Bal Harbour Village Hall
655 – 96th Street
Bal Harbour, Florida 33154

1. Call to Order/Roll Call

2. Pledge of Allegiance

3. Agenda: Request for Deletions/Additions

4. Special Presentations:

(Tab A) Presentation on Proposed Pier Beachfront Restaurant at Haulover Park – Kevin Asher, Miami-Dade County

(Tab B) Update on Village Manager Search – Colin Baenziger, Colin Baenziger & Associates

5. Consent Agenda (Tab Items **C** through **G**): Matters included under the Consent Agenda are self-explanatory and are not expected to require discussion or review. Items will be enacted by one motion. If any discussion of an item is requested, then the item will be removed from the Consent Agenda and considered separately.

(Tab C) Motion Approving Minutes: May 28, 2013 Regular Council Meeting

(Tab D) Motion Approving Renewal of a Mutual Aid Agreement with the Florida Department of Law Enforcement to Form a Miami Regional Operations Center Child Abduction Response Team

(Tab E) Motion Approving Appointment of Architectural Review Board Member

(Tab F) Motion Approving Recommendations of Gated Residential Section Advisory Committee (RAC)

(Tab G) Motion Approving Ratification of Special Master Appointment

6. Public Hearings:

Quasi-Judicial Public Hearings: None.

Zoning Hearings/Quasi-Judicial Public Hearings: None.

Ordinances Second Reading/Public Hearings:

(Tab H) **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE BAL HARBOUR VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 2-191 "SCHEDULE CIVIL PENALTIES" OF ARTICLE V "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION", AND BY AMENDING ARTICLE IV "DANGEROUS INTERSECTION SAFETY" OF CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES" TO ENSURE CONSISTENCY WITH SECTION 316.0083, FLORIDA STATUTES, "THE MARK WANDALL TRAFFIC SAFETY ACT", AS AMENDED BY THE FLORIDA LEGISLATURE THROUGH THE ENACTMENT OF CS/CS/HB HOUSE BILL 7125 DURING THE 2013 LEGISLATIVE SESSION; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CLERK DESIGNATED; PROVIDING FOR SAVINGS; PROVIDING FOR AN EFFECTIVE DATE.**

Ordinances First Reading/Public Hearings: None.

Resolutions/Public Hearings: None.

7. Ordinances First Reading/Public Input:

(Tab I) **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 10 "MARINE STRUCTURES, ACTIVITIES AND WAYS," AMENDING ARTICLE II "USE OF PUBLIC BEACHES" TO AMEND SECTION 10-26 "DEFINITIONS" AND TO CREATE SECTION 10-34 "BEACH STORAGE" REGARDING STORAGE WITHIN THE PUBLIC BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.**

8. Resolutions:

9. Reports:

A. Village Manager

(Tab J) Request to Authorize Execution of Change Order #2 for Bus Shelter Contract

(Tab K) Discussion of Video Technology Equipment for Council Chamber

(Tab L) Request for Authorization to Execute an Interlocal Agreement with Miami-Dade County Related to the Sand Transfer Operation

(Tab M) Update on Solid Waste Services

(Tab N) Discussion of Upcoming Meeting Dates

Update on Village Newsletter

B. Village Clerk

(Tab O) Lobbyist Registration Report: As of June 18, 2013

C. Village Attorney

Update on Park Land in Front of Guardhouse to Gated Residential Area

D. Mayor and Council

(Tab P) Discussion of Bus Route Modifications – Councilwoman Cohen

Discussion of Police Officer at Council Meetings – Councilwoman Cohen

(Tab Q) Discussion of Architectural Review Board Posting Requirements – Councilwoman Cohen

10. Other Business

Public Comment

11. Adjourn.

One or more members of any Village Committee/Board may attend this meeting of the Council and may discuss matters which may later come before their respective Boards/Committees.

The Other Business Section includes public comment. On public comment matters, any person is entitled to be heard by this Council on any matter; however, no action shall be taken by the Council on a matter of public comment, unless the item is specifically listed on the agenda, or is added to the agenda by Council action.

Any person who acts as a lobbyist, pursuant to Village Code Section 2-301 (Lobbyists), must register with the Village Clerk, prior to engaging in lobbying activities before Village staff, boards, committees, and/or the Village Council. A copy of the Ordinance is available in the Village Clerk's Office at Village Hall.

If a person decides to appeal any decision made by the Village Council with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding.

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

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

To: Honorable Mayor and Council

From: Jay R. Smith, Interim Village Manager

Date: June 18, 2013

Re: **Presentation on Proposed Pier Beachfront Restaurant at Haulover Park**

Miami-Dade County has released a "Request for Proposals" (RFP 844) for the development of a one-acre oceanfront restaurant, fishing pier, and concession facility to be located at the south end of Haulover Park. This component is a new addition to the Haulover Park General Plan.

I have been contacted by Mr. Orlando Velazquez, Building Manager of the ONE Bal Harbour Residences, relaying concerns of his residents about such a development, and seeking Village assistance in mitigating this project. The Village is also in the development phases of a Sand Transfer Operation to reduce the need for beach renourishment, and a pier such as the one being constructed would aid in the prevention of sand loss. Our Village consultant on the Sand Transfer Operation Coastal Systems has been assisting Miami-Dade County on the sand issue, and has provided some input on the pier concept.

I have asked Mr. Kevin Asher, Special Projects Manager for Miami-Dade County Parks, Recreation, and Open Space Department which oversees Haulover Park to attend this meeting to provide an overview of the Pier Beachfront Restaurant component. Mr. Tim Blankenship from Coastal Systems will also be in attendance at the meeting both for this issue, and the related Interlocal Agreement to be considered later on your agenda. Finally, I have made Mr. Velazquez aware of this discussion so that he can notify his building residents of the presentation.

COUNCIL ACTION

Consider whether the Village Council wishes to take a position on the proposed development of a restaurant at the south end of Haulover Park.

MIAMI-DADE COUNTY

PRIME BUSINESS OPPORTUNITY
1 ACRE OCEANFRONT SITE

PIER BEACHFRONT RESTAURANT
HAULOVER PARK
10800 COLLINS AVENUE

Miami-Dade County announces the release of **RFP 844** for interested parties to construct, operate and maintain certain turn-key improvements that advance the newly approved Haulover Park General Plan. The County seeks qualified developers for a one-acre restaurant, recreational fishing pier, beach concession and associated improvements all located on Atlantic Ocean beachfront land.

The County requests that all submitted proposals minimally include the first three improvements below, with provisions for interested parties to develop and operate them directly through leases or sub-agreements.

25,000 Square Foot	**Casual Beachfront Restaurant**
880 Linear Foot	**Recreational Fishing Pier**
250 Space	**Visitor Parking Lot**
6-8 Acre	**Beach Concession Area**

PRE-PROPOSAL CONFERENCE
June 19, 2013 at 10 AM
Haulover Park
Marina Dockmaster Building, 1st Floor Meeting Room
10800 Collins Avenue
Miami, Florida 33167

COUNTY CONTACT
Andrew Zawoyski, Chief Negotiator
ISD, Procurement Mgmt. Services
111 NW 1 Street, Suite 1300, Miami, FL 33128
(305) 375-5663/Email: azawoy@miamidade.gov

Interested parties are asked to please log on to the web site below to get copy of RFP and any future addenda. "Haulover Park Pier Beachfront Restaurant" at https://www.miamidade.gov/DPMww/SolicitationList.aspx.

If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-1530 at least five days in advance.

For legal ads online, go to http://legalads.miamdade.gov

Project Schedule – Bal Harbour Village Manager

Phase I: Needs Assessment / Information Gathering

June 11th:	CB&A begins meeting with the Mayor, Councilmembers and any other suggested stake holders to understand the job and its challenges.
	CB&A begins drafting the recruitment profile for publications and prospective candidates.
June 17th:	CB&A submits the draft of the full recruitment profile to the Village for its review. Comments will be due back by June 20th.

Phase II: Recruiting

June 24th:	CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to over 7,000 local government professionals.
July 12th:	Closing date for submission of applications.

Phase III: Screening, Reference Checks and Credential Verification

July 13th:	CB&A begins screening the candidates
July 17th:	CB&A reports on the status of the search.
August 12th:	CB&A forwards its candidate report and materials to the Village electronically. These will include the candidates' resumes, a summary of our interviews with the candidates, the results of our background and reference checks, and Internet/newspaper archives results.
August 15th:	CB&A reviews the finalists and alternates with the Village's officials.

Phase IV: Interview Process Coordination and Village Selection

August 21st:	Village holds reception for the finalists.
August 22nd:	Council Members interview candidates one-on-one and as a group.
August 27th:	Village selects its next Manager.

Phase V: Negotiation, Warranty & Continuing Assistance

Post Selection:	If requested by the Village, CB&A works with Village officials on an employment agreement. Typically this process takes a week before a contract is ready to be ratified.

BAL HARBOUR VILLAGE COUNCIL MEETING MINUTES
REGULAR MEETING – MAY 28, 2013

DRAFT

The Regular Meeting of the Bal Harbour Village Council was held on Tuesday, May 28, 2013, at the Bal Harbour Village Hall Council Chambers (655 – 96th Street, Bal Harbour, Florida).

1. CALL TO ORDER/ROLL CALL: The meeting was called to order at 7:01 p.m. by Mayor Rosenfield. The following were present:

Mayor Jean Rosenfield
Assistant Mayor Joni D. Blachar
Councilwoman Patricia Cohen
Councilman Martin Packer
Councilman Jaime M. Sanz

Jay R. Smith, Interim Village Manager
Ellisa L. Horvath, MMC, Village Clerk
Richard J. Weiss, Village Attorney

As a quorum was determined to be present, the meeting commenced.

2. PLEDGE OF ALLEGIANCE: The Pledge was led by Attorney Dan Gelber.

Mayor Rosenfield reported that the General Employees Retirement Board Meeting was cancelled until June 18th.

3. AGENDA: REQUEST FOR DELETIONS/ADDITIONS: None.

4. SPECIAL PRESENTATIONS:

Update on Beach Renourishment - Brian Flynn, Miami-Dade County: Mr. Flynn reported on the following three upcoming projects for the Village: existing sand on the beach to be spread at the end of June, Army Corps of Engineers large beach renourishment project (to move the beach out 200 feet) at the end of August, and an Army Corps of Engineers project to re-dredge the Haulover Cut and place the sand on the beach following the large renourishment project.

Update on Solid Waste/Recycling Service – John Lawson, Choice Environmental and Marc Wexler, Village Consultant: Mr. John Lawson was not in attendance.

Marc Wexler (Pro-Resource Solutions LLC) - Village Consultant, reviewed the report in the agenda and noted that the most important concerns of timing of collections and recycling were being worked on. Councilman Packer discussed concerns that recycling was being co-mingled with the garbage. Mr. Wexler reported that Choice used the same truck, so the garbage was dumped, then the recycling was collected. He will look into the concern and thought that a separate truck needed to be used. Mr. Wexler reported that garbage at some of the buildings was not being picked up daily. Councilman Packer noted

that it was unacceptable for the trucks to be late. Councilwoman Cohen noted that the garbage was co-mingled with the recycling, in the Gated Area. Assistant Mayor Blachar spoke against having to pay a consultant, since the Village already knew that Choice wasn't doing the job correctly. She clarified that if Choice didn't do the job correctly, then they would be fired. She discussed the five day notice in the contract. Councilman Sanz discussed the problem with missed garbage collections and agreed that if Choice couldn't do it properly, then the Village would find someone else.

Councilman Packer suggested that the County be used. Mr. Wexler clarified that the County didn't offer side/back door service, which the Village had. He clarified for the record that he didn't recommend Choice, but had put the bid together. Councilman Packer suggested that the collection be split (use the County on the east side and another company for the gated community, if they wanted white glove service). Mayor Rosenfield spoke against doing so and thought that one company should be used for the entire community. She discussed the importance of the garbage and recycling being separated and not co-mingled, as had been reported.

Carlos Ramirez, Choice/WSI, thought that the service had improved and requested the requirements that needed to be cured in five days. He noted that Choice was acquired by WSI.

The Council gave five days notice to Choice. Assistant Mayor Blachar suggested that Choice pay Mr. Wexler's bill.

Mr. Weiss suggested that the contract be reviewed and a letter with the cure period and default items be sent to Choice. Mr. Smith and Mr. Wexler will draft the letter to send to Choice.

It was the consensus of the Council for Mr. Smith to speak with Mr. Wexler and send notice to Choice.

It was the consensus of the Council to consider Tab F out of order.

Tab F - Motion Approving Agreement with Pro Resource Solutions LLC: Authorization was requested to execute an agreement with Pro Resource Solutions (Marc Wexler), to provide consulting services on an as needed basis, at a rate of $100 per hour.

Mr. Smith will request Choice/WSI to pay the bill for Mr. Wexler.

It was the consensus of the Council for Mr. Smith to use Mr. Wexler, at a $100 hourly rate and a cap of five hours.

Lynne Bloch Mullen - 10160 Collins Avenue, complained about the garbage service.

Mayor Rosenfield requested that the complaints be provided to Mr. Smith.

Brian Mulheren - 10245 Collins Avenue, complained about the garbage service. He spoke against a consultant and in favor of going out to bid again. He discussed the violation of the contract.

Ree Stoppa, 77 Camden Drive, thought that the Village should consider taking the garbage/recycling service over again.

Update on Traveling Nurse Program - Dr. Martin Karp, Miami-Dade County Public School Board Vice Chair: Dr. Martin Karp thanked the Village again for its partnership with Miami-Dade County Public Schools.

Leslie Rosenfeld, City of Miami Beach, reported that the Miami Beach Chamber had received the grant (from the South Florida Health Foundation), but there was a stipulation by the granting agency that the funds would be given, on a matched basis. She noted that North Bay Village had approved their portion of the share, so all five municipalities had agreed to partner, to fund the traveling nurse. She was also optimistic that the Children's Trust would get involved.

Ava Goldman – Miami Dade County Public Schools, thanked the Village for its partnership, to enhance the nursing services.

Wilma Steiner – Miami Dade County Public Schools, discussed the importance of the nurse at the school. She reported that the nurse would spend one to two days, at each school, and noted that each school had a health facilitator.

Assistant Mayor Blachar questioned why the School Board didn't pay for the nurse. Dr. Karp offered to speak to the Superintendent about that additional service. He explained that he hadn't received any contact that the school needed that additional service. Assistant Mayor Blachar spoke in favor of Dr. Karp looking into the School Board budgeting to pay for the nurse. Dr. Karp noted that he also served on the Children's Trust.

Update on Forfeiture Inquiry – Attorney Dan Gelber: Mr. Gelber reported that the Department of Justice (DOJ) Office of the Inspector General investigation report should be completed in a couple of weeks/months. He discussed the issues, which were spending money from the federal asset forfeiture account on salaries and the proper documentation of overtime paid from that fund. He explained that the other allegations regarding the Police Department were not investigated by the DOJ and had been referred to a Miami-Dade County Internal Affairs Unit (by the Village), which they had declined to investigate. He was not aware of any other investigations. Mr. Gelber clarified that he had not seen the final report yet.

Joe Imbesi - 175 Camden Drive, noted that Chief Hunker had reported that the Village was still owed $9 million in forfeiture funds and felt that the Village should make receiving that money a priority.

Mr. Weiss discussed different ways for the issue to be resolved and the priority not to use general fund taxpayer money to do so.

Brian Mulheren - 10245 Collins Avenue, noted that the Inspector General only did audits, not investigations. He clarified that the Federal Government had requested that the County not interfere with the investigation, which was being done by the Department of Justice, as noted in a letter from them. He added that the final audit had not been provided by Marcum yet.

Mr. Gelber reported that no letter had been received regarding a criminal investigation. He

added that the draft audit from Marcum (the Village auditors) had been provided to the DOJ.

Councilman Sanz voiced concern on who else was investigating the Village and could ask for money. Mr. Gelber clarified that the DOJ was trying to find out if the Village had properly spent federal forfeiture money. He wasn't aware of anything else that was an exposure/liability to the Village.

Presentation on the Third Annual PAL Awards Picnic – Jose Andrade: ***Jose Andrade (former Village Police Officer) – Surf Bal Bay Police Athletic League (PAL) Director***, thanked the Village for its support of the PAL over the past nine years. He invited everyone to attend the picnic on June 1st.

5. CONSENT AGENDA:

Dina Cellini - 211 Bal Cross Drive, requested that Tabs E and M be removed.

Brian Mulheren - 10245 Collins Avenue, requested that Tabs Tab D, F, G, I, and L be removed.

Councilman Packer requested that Tabs H and J be removed.

Approval was requested for the following remaining items:

Tab C: April 16, 2013 Regular Council Meeting Minutes
May 6, 2013 Special Council Meeting Minutes

Tab K: $13,585.10 in Water and Sewer funds for the emergency repairs done by Kailas Contractors to the sewer lateral in front of 241 Bal Cross Drive

A motion was offered by Assistant Mayor Blachar and seconded by Councilman Sanz to approve Tabs C and K, on the Consent Agenda. The motion carried (5-0).

Tab D - Motion Approving Purchase of Lighting Ballasts: Approval was requested for $10,350.00 (Beautification and Maintenance Fund), to purchase 30 replacement lighting ballasts from Cardello Lighting, for the palm trees.

Brian Mulheren - 10245 Collins Avenue, suggested that the old lighting system be evaluated, for replacement/upgrading. Mr. Smith will provide a report on the 15 year old system, at the next meeting.

A motion was offered by Councilman Packer and seconded by Assistant Mayor Blachar to approve Tab D. The motion carried (5-0).

Tab E - Motion Approving Reappointment of Gated Residential Section Advisory Committee (RAC) Members: The Council was requested to consider the reappointment of Mr. Daniel Gold, Mr. Daniel Holder, Dr. Ira Lelchuk, and Mr. Stuart Sobel to the Gated Residential Section Advisory Committee, for another two-year term.

Dina Cellini - 211 Bal Cross Drive, spoke in favor of soliciting resumes from the residents, for all four positions. She noted that Mr. Gold's home was under contract and that, at the least, he should be replaced, instead of waiting until he left.

A motion was offered by Councilman Packer and seconded by Councilman Sanz to solicit resumes for the four positions on the Gated Residential Section Advisory Committee (RAC). The motion carried (5-0).

Assistant Mayor Blachar noted that the current Committee had done an outstanding job.

Tab G - Motion Approving Additional Palm Tree Maintenance Work: Approval was requested for $12,605.00, for the additional scope of service for the Medjool Date Palms ($5,460.00 rejuvenation for 13 additional trees and $7,145.00 for seed removal).

Brian Mulheren - 10245 Collins Avenue, requested the amount that Brickman would credit the Village. He noted that the dates were still on some of the trees and were only being removed sporadically.

Councilman Packer commended Mr. O'Leary, for the rejuvenation work on the trees.

Mr. Smith additionally requested approval of $4,680.00, to remove four Medjool Date Palms, on the south side of 96th Street (in Surfside), which needed to be relocated due to a construction project. Mr. Smith will look at locations, for the trees to be moved to.

A motion was offered by Councilman Packer and seconded by Councilwoman Cohen to approve Tab G, as well as the additional $4,680.00. The motion carried (5-0).

Tab H - Motion Approving Repair Work for Sewer Pumps: Approval was requested for $33,920.08 (Water Sewer Fund), for Hydra Service, Inc. to overhaul two sewer pumps.

Peter Kunen, Craig A. Smith & Associates, explained that only one proposal was solicited, since that company was the factory authorized representative for the pumps.

A motion was offered by Councilman Packer and seconded by Councilman Sanz to approve Tab H. The motion carried (5-0).

Tab I - Motion Approving Fire Hydrant Replacement at the Balmoral: Approval was requested for $26,869.90 (Water Sewer Funds), for the emergency fire hydrant replacement done by Kailas Contractors, in the 9800 block of Collins Avenue.

Brian Mulheren - 10245 Collins Avenue, suggested that the entire hydrant system be evaluated, to determine if an upgrade was needed.

Peter Kunen, Craig A. Smith & Associates, explained the future report on the water utilities. He discussed the aged infrastructure and inoperable valves, which affected repairs. He discussed the process to replace a hydrant. He noted that an evaluation could be done of the hydrants, which could be addressed during the utilities project.

A motion was offered by Assistant Mayor Blachar and seconded by Councilman Packer to approve Tab I. The motion carried (5-0).

Tab J - Motion Approving Emergency Water Break Repairs: Approval was requested for $10,816.97 (Water Sewer Fund), for the emergency repair of the cracked line done by Kailas Contractors.

No comments were provided.

A motion was offered by Assistant Mayor Blachar and seconded by Councilman Sanz to approve Tab J. The motion carried (5-0).

Tab L - Motion Approving Change Order #5 for Water Meter Replacement at the Majestic Condominium: Approval was requested for $14,288.52 (Water Sewer Fund), for Change Order #5 to the Water Meter Replacement Project, done by Kailas Contractors.

Brian Mulheren - 10245 Collins Avenue, questioned why the old water meters hadn't been removed when the new ones were installed and why there weren't separate meters for the regular water and water for the lawns.

Councilman Packer requested that the Majestic's concerns regarding their increased water bill be addressed.

Peter Kunen, CAS & Associates, clarified that the thought had been to keep the old meters, as a backup system. He explained that they had since determined that the old meters were getting some water through old valves that did not close properly, which was why the old meters were now being removed.

Councilman Packer requested that the Majestic be given a credit. Mr. Kunen reported that he was looking at the issue with the Finance Department, to remedy that.

Councilman Sanz discussed the expenses spent and requested that the item be fixed the first time.

A motion was offered by Councilman Packer and seconded by Councilwoman Cohen to approve Tab L. The motion carried (5-0).

Tab M - Motion Approving Mutual Aid Agreement with North Miami Beach Police Department: Approval was requested to re-enter into a Mutual Aid Agreement, with the City of North Miami Beach Police Department.

Dina Cellini - 211 Bal Cross Drive, reviewed Section V (Forfeiture) of the agreement and questioned if the Police Department was still engaged in forfeiture cooperation.

Mr. Weiss explained that was standard language in the mutual aid agreement, to provide for incidental forfeitures. He wasn't aware of any forfeiture items that the Village had gained through a mutual aid agreement.

A motion was offered by Councilman Packer and seconded by Assistant Mayor Blachar to approve Tab M. The motion carried (5-0).

6. PUBLIC HEARINGS:

Quasi-Judicial Public Hearings: None.

Zoning Hearings/Quasi-Judicial Public Hearings: None.

Ordinances Second Reading/Public Hearings: None.

Ordinances First Reading/Public Hearings: None.

Resolutions/Public Hearings: None.

It was the consensus of the Council to consider Tab R, out of order.

Discussion of Village Manager Search: Mayor Rosenfield reported that the Council had decided at the May 6th meeting, to look at a new methodology, to select the new Village Manager.

Assistant Mayor Blachar discussed the expenditure for the Stierheim search firm and the Council's decision not to hire Mr. Alexander. She spoke in favor of the Council considering David Hebert, who had been chosen as the Council's second top candidate, during the process with Mr. Stierheim. She noted that Darcee Siegel (Village resident and City of North Miami Beach Attorney) and Richard Kuper (Miami-Dade County League of Cities) had both noted the importance of having someone local and who was familiar with Florida statutes.

David Hebert was in attendance.

Councilman Packer spoke in favor of continuing the search with one of the two firms that provided proposals, since Mr. Stierheim's letter had indicated that he didn't want to continue.

Councilman Sanz requested to hear from the two firms that had provided proposals and discussed the importance of the selection of a Manager.

Assistant Mayor Blachar noted that Merrett Stierheim (Cannon Stierheim Productivity Management Teamwork) had indicated in his letter that he would, at no additional cost, review the resumes received from his search, as well as the applicants from the Town of Surfside search (to include those applicants that were not local). She again spoke in favor of Mr. Hebert, since he was the Council's second choice, and would not cost more money for another search.

Sean Baenziger - Colin Baenziger & Associates, distributed information and reviewed his proposal. He will review the Village's timeline and provide input.

W.D. Higginbotham Jr. – Senior Vice President, The Mercer Group, Inc. (former Surfside Town Manager), distributed information and reviewed his proposal.

Councilman Packer suggested that the meeting be continued to another day, due to the time. The rest of the Council spoke against doing so.

Councilman Packer spoke against selecting a Manager, who came in second.

It was the consensus of the Council that additional time was needed, to review the proposals.

Penny Sepler - 10275 Collins Avenue, suggested speaking with Coral Gables and others, as a reference for Colin Baenziger & Associates. She spoke against continuing the entire meeting to another day.

A motion was offered by Councilman Packer and seconded by Councilman Sanz to defer the item to select a Village Manager search firm, to a Special Council Meeting, on June 4, 2013, at 6:00 p.m.

Dan Holder - 24 Bal Bay Drive, spoke in favor of the Council's second candidate, from the Stierheim search (David Hebert), if he was a good candidate.

The motion carried (4-1), with Assistant Mayor Blachar voting no.

7. ORDINANCES FIRST READING/PUBLIC INPUT:

The following Ordinance was read by title, by Mrs. Horvath:

> **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE BAL HARBOUR VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 2-191 "SCHEDULE CIVIL PENALTIES" OF ARTICLE V "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION", AND BY AMENDING ARTICLE IV "DANGEROUS INTERSECTION SAFETY" OF CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES" TO ENSURE CONSISTENCY WITH SECTION 316.0083, FLORIDA STATUTES, "THE MARK WANDALL TRAFFIC SAFETY ACT", AS AMENDED BY THE FLORIDA LEGISLATURE THROUGH THE ENACTMENT OF CS/CS/HB HOUSE BILL 7125 DURING THE 2013 LEGISLATIVE SESSION; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CLERK DESIGNATED; PROVIDING FOR SAVINGS; PROVIDING FOR AN EFFECTIVE DATE.**

A motion was offered by Councilman Packer and seconded by Councilman Sanz to approve the Ordinance.

Mayor Rosenfield requested public input. No comments were provided.

The motion carried (5-0), with the roll call vote as follows: Assistant Mayor Blachar yes; Councilwoman Cohen yes; Councilman Packer yes; Councilman Sanz yes; Mayor Rosenfield yes.

The following Ordinance was read by title, by Mrs. Horvath:

> **AN ORDINANCE OF BAL HARBOUR VILLAGE AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012, AND ENDING SEPTEMBER 30, 2013, AND ESTABLISHING AN EFFECTIVE DATE.**

The following revised Ordinance title was provided by the Village Attorney:

> **AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING ORDINANCE NO. 2012-563 WHICH ORDINANCE ADOPTED A BUDGET FOR THE 2012/2013 FISCAL YEAR BY REVISING THE 2012/2013 FISCAL YEAR OPERATING AND CAPITAL BUDGET AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE.**

A motion was offered by Assistant Mayor Blachar and seconded by Councilwoman Cohen to approve.

Mayor Rosenfield requested public input.

Dina Cellini - 211 Bal Cross Drive, reviewed the Ordinance and requested confirmation that the total amount of the budget was $22 million. She discussed the discrepancy of the Ordinance online and in the agenda.

Mr. Smith explained that the Village Attorney's office had provided a revised Ordinance, which was later revised online, and Ms. Cellini had the first version that was posted online.

Chris Wallace, Finance Director, reported that the total of all the Village funds was approximately $22 million.

Ms. Cellini discussed the vehicle list. She suggested that the spare vehicles assigned to the Police Department be used, in lieu of absorbing some of the proposed vehicles with leases in excess of $400 monthly. Mr. Smith explained that five of the leases would be returned shortly. He reviewed the list of spare vehicles. Ms. Cellini noted that there were still spare vehicles that could be used. She requested that the Ordinance be postponed, for further review of the issue.

Councilwoman Cohen requested a vehicle list.

No additional comments were provided.

A motion was offered by Councilwoman Cohen and seconded by Councilman Sanz to defer the item. The motion carried (4-1), with Assistant Mayor Blachar voting no.

8. RESOLUTIONS:

The following Resolution was read by title, by Mrs. Horvath:

> **A RESOLUTION OF BAL HARBOUR VILLAGE, FLORIDA, CERTIFYING SPECIAL ELECTION RESULTS; PROVIDING FOR AN EFFECTIVE DATE.**

A motion was offered by Assistant Mayor Blachar and seconded by Councilwoman Cohen to approve the Resolution. The motion carried (5-0); thus becoming Resolution No. 2013-772.

The following Resolution was read by title, by Mrs. Horvath:

> **A RESOLUTION OF THE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, DIRECTING THE CREATION OF AN ANTI-BULLYING POLICY THAT**

ESTABLISHES AN AWARENESS CAMPAIGN AND REPORTING SYSTEM FOR BULLYING, HARASSMENT, AND INTIMIDATION OF CHILDREN IN VILLAGE FACILITIES; DIRECTING THE VILLAGE MANAGER TO CREATE A PROGRAM OF EDUCATION AND REPORTING OF BULLYING; AND REQUESTING SURROUNDING COMMUNITIES JOIN IN SUCH EFFORTS AND TO ESTABLISH A COLLABORATIVE INITIATIVE THROUGH AN INTERLOCAL BOARD TO DEVELOP AND IMPLEMENT AN AWARENESS CAMPAIGN AND ANTI-BULLYING POLICY; PROVIDING FOR AUTHORIZATION; PROVIDING FOR AN EFFECTIVE DATE.

A motion was offered by Councilman Sanz and seconded by Councilman Packer to approve the Resolution. The motion carried (5-0); thus becoming Resolution No. 2013-773.

9. REPORTS:

A. VILLAGE MANAGER:

Discussion of Village Manager Search: This item was discussed earlier in the meeting.

Discussion of Budget Process: Mr. Smith discussed the budget process and suggested that a Council Workshop meeting be scheduled, for further direction. The Council discussed scheduling a Council Workshop meeting.

Councilman Packer suggested that a budget committee be appointed. Councilman Sanz agreed. Mayor Rosenfield was not opposed to a Committee, but discussed the time limitation, as well as the public's ability to comment at the budget workshop meetings.

Dina Cellini – 211 Bal Cross Drive, agreed to serve on the Committee, upon the Council's request.

Michael Krop - 9601 Collins Avenue, spoke in favor of a budget committee and suggested that each Councilmember select a business person or someone with the proper skills. He agreed to serve on the Committee, upon the Council's request.

Seth Salver - 10155 Collins Avenue, expressed his interest to serve on the Committee, upon the Council's request.

Beth Berkowitz - 10160 Collins Avenue, declined to serve on the Committee, as she thought there were more qualified people that could serve.

Mr. Smith discussed the strain on Village staff for additional meetings and committees, which may necessitate work being outsourced.

A motion was offered by Assistant Mayor Blachar and seconded by Councilman Sanz to appoint the following members to a Budget Committee: Councilman Martin Packer (Chair), Seth Salver, Michael Krop, Dina Cellini, and a member appointed by Councilman Packer to be ratified by the Council at the June 4th meeting. The motion carried (5-0).

Discussion of Interim Village Manager Salary – Mayor Rosenfield: Mayor Rosenfield requested and the Council agreed to take this item out of

order. She suggested that Mr. Smith be compensated for his service as Interim Village Manager, retroactive to January 16, 2013.

A motion was offered by Mayor Rosenfield and seconded by Assistant Mayor Blachar to approve an annual salary of $150,000.00, for Mr. Smith to serve as Interim Village Manager, retroactive to January 16, 2013. The motion carried (5-0).

Discussion of Sewer Infrastructure Project: ***Greg Jeffries, CAS & Associates***, reviewed a Powerpoint presentation on the sewer infrastructure.

Mayor Rosenfield clarified that the sanitary sewer system was handled by the Village, but the drainage system was handled by the Department of Transportation (DOT). Mr. Jeffries agreed and added that some upcoming drainage improvements were planned. Councilman Packer questioned if any of that was the County's responsibility. Mr. Jeffries advised that it was not and clarified that the Village owned the sewer and water system, in the Village.

Mr. Jeffries reported that the next step was to formulate a proposal to bring to the Council, for consideration.

Mayor Rosenfield clarified that part of the project was to move the meters and the mains. Mr. Jeffries agreed.

Peter Kunen – CAS & Associates, discussed the building code changes to elevation, which encroached onto the water meter area making them difficult to access. He clarified that the water meters would be moved to the front, for easier access and to meet backflow requirements.

Beth Berkowitz - 10160 Collins Avenue, questioned if the project would correct the problem with flooding. Mr. Jeffries reported that would be a stormwater issue, handled by the Department of Transportation.

A workshop meeting will be scheduled for the project. Mr. Jeffries estimated the cost to be $15 million.

Request for Approval of Collins Avenue 12" Water Main Replacement Project: ***A motion was offered by Councilman Packer and seconded by Assistant Mayor Blachar to authorize Craig A. Smith and Associates to seek proposals for the project. The motion carried (5-0).***

B. VILLAGE CLERK:

Lobbyist Registration Report: As of May 28, 2013: The list of lobbyists was provided in the agenda.

C. VILLAGE ATTORNEY:

Legal Opinions Related to Forfeiture Expenditures: Mr. Weiss provided correspondence in the agenda, regarding the firm's legal opinions regarding the forfeiture expenditures, per Councilwoman Cohen's request.

Councilwoman Cohen discussed the emails, in which the Village Attorney had alerted Village staff not to use forfeiture funds for salaries or overtime. She requested to be advised when the staff was provided with an important opinion not to do something.

Mayor Rosenfield noted that there would be a lengthy discussion with the new manager regarding that.

Mr. Weiss clarified that the Village staff had always followed their advice, so he hadn't felt the need to follow up. He agreed to alert the Council, if something similar came up.

Dina Cellini - 211 Bal Cross Drive, discussed the need to hold the person responsible that didn't follow the Attorney's advice.

Anamarie Stoppa - 77 Camden Drive, agreed that those that didn't listen needed to be held accountable. She suggested that legal counsel be sought, to see what action could be taken.

Mayor Rosenfield questioned if it was a criminal act not to follow the advice of counsel. Mr. Weiss advised that it was not.

Councilman Cohen suggested that Mr. Gelber be asked. Mr. Weiss didn't see criminal intent. Assistant Mayor Blachar agreed.

Dina Cellini - 211 Bal Cross Drive, discussed civil liability for negligence. She suggested holding off to see the total expense and liability, and to revisit the issue at that time.

Brian Mulheren - 10245 Collins Avenue, discussed the staff who went against the advice of counsel and against the federal law. He felt that it was a breach of office of the Manager, Chief, and anyone else that disregarded the Attorney's advice. He thought that the Manager was responsible.

Mr. Weiss suggested that the investigation be finished, the Council hear from Mr. Gelber, and then the issue could be discussed.

D. MAYOR AND COUNCIL:

Discussion of Interim Village Manager Salary – Mayor Rosenfield: This item was discussed earlier in the meeting.

Bus Shelter Update – Councilman Sanz: ***Peter Kunen - Craig A. Smith & Associates,*** anticipated the project to be completed by the end of June, not including the paver design and landscaping. He will present a new paver to the Council, since the company for the prior paver selected went out of business.

Councilman Packer reminded the residents that the community wanted a custom shelter, not one from a catalog, which is what the other communities had done.

Mr. Smith reported that he had requested an extension until August.

Councilman Packer noted that Village had also received money, from the Consultatio Development Agreement, for the bus shelters.

Brian Mulheren – 10245 Collins Avenue, questioned why the process had been so slow for the shelters.

Mr. Kunen explained demolition of the old shelters, placement of concrete, and weather caused the delays.

Mr. Kunen will have some pavers for the June 4th Council meeting.

Discussion of Park Land – Councilman Packer: Councilman Packer requested the Village Attorney to use any type of legal means to acquire the park land (in front of the residential gated area guardhouse on Harbour Way) property for the Village, for benches/artwork, since nobody owned it.

It was the consensus of the council to do so.

Assistant Mayor Blachar didn't have a problem with some benches and/or artwork at that location, but was against placing playground equipment there. Councilwoman Cohen and Councilman Packer agreed that it should be a green space area.

Anamarie Stoppa - 77 Camden Drive, noted that area was platted park land in the dedication and was granted for the use and enjoyment and was not deeded. She clarified that it was owned by the original developer.

Mr. Weiss will look into it.

Discussion of Beach Exercise Course – Councilman Packer: Councilman Packer spoke in favor of an exercise course on the beach, which the Village had received money through the Consultatio Development Agreement to fund. Mayor Rosenfield suggested a survey of the residents, to determine interest for that. She discussed the old course that was removed, without complaints. Assistant Mayor Blachar spoke against using the money for exercise equipment on the beach and pointed out that it could be used for other things.

The majority of the Council was against having beach exercise equipment on the beach (Councilman Packer was the only member in favor).

Discussion of Bus Route Modifications - Councilwoman Cohen: Councilwoman Cohen suggested that the item be discussed at another meeting, due to the time.

Assistant Mayor Blachar requested that the route include a stop at Mt. Sinai.

This item will be discussed another time.

10. OTHER BUSINESS:

Public Comment:

Dan Holder - 24 Bal Bay Drive, discussed the lack of flags on the beach, denoting the

beach conditions. Mr. Smith will look into that.

11. ADJOURN: There being no further business, ***a motion was offered by Councilman Packer and seconded by Assistant Mayor Blachar to adjourn. The motion carried (5-0) and the meeting was adjourned at 11:43 p.m.***

Attest:

Mayor Jean Rosenfield

Ellisa L. Horvath, MMC, Village Clerk

BAL HARBOUR POLICE DEPARTMENT

An Accredited Law Enforcement Agency

Memorandum

To: Village Manager Jay Smith

From: I. Chief Mike Daddario

Date: June 11, 2013

Re: Mutual Aid Agreement - Child Abduction Response Team and FDLE.

I would like to request authorization from the Village Council to approve continued membership with the Child Abduction Response Team (CART) and enter into a Mutual Aid agreement between CART and the Florida Department of Law Enforcement. This is a cooperative effort between Dade, Broward, Monroe and Palm Beach County law enforcement agencies to provide personnel to investigations of child abductions when necessary.

655 Ninety-Sixth Street · Bal Harbour, Florida 33154-2499 · (305) 866-5000 ·Fax (305) 993-5163

FDLE

Florida Department of
Law Enforcement

Gerald M. Bailey
Commissioner

Miami Regional Operations Center
1030 NW 111th Avenue
Miami, Florida 33172
1-800-226-3023
www.fdle.state.fl.us

February 14, 2013

RE: "Child Abduction Response Team"

Dear Cart Participant:

Thank you for your interest in participating in the establishment of the Child Abduction Response Team (CART). The program has been extended through December 31, 2016. Enclosed please find a copy of the signature page executed by the Florida Department of Law Enforcement which is considered as binding to the "Child Abduction Response Team" Mutual aid agreement.

Additionally, please find a signature page for your agency. If said Mutual Aid Agreement meets with your approval, please sign and return the original to me at the address listed above. Once all of the signatures have been received, a complete copy of the executed agreement will be forwarded to you.

Should you require any further information or assistance in this matter, please do not hesitate to contact me at 786 336-1050. Thank you in advance for your anticipated attention to this matter.

Sincerely,

Jacqueline Boswell
Regional Legal Advisor
Miami Regional Operations Center

Attachment:

VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE PARTICIPATING AGENCIES AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT TO FORM A MIAMI REGIONAL OPERATIONS CENTER CHILD ABDUCTION RESPONSE TEAM

WHEREAS, the below subscribed law enforcement agencies have joined together in a multi-jurisdictional effort to rescue abducted children and under appropriate circumstances allocate their resources to missing/endangered children cases; and

WHEREAS, the undersigned agencies are all participants in a multi-agency effort known collectively as the **Child Abduction Response Team (CART)**; and

WHEREAS, the undersigned agencies agree to utilize applicable state and federal laws to prosecute criminal, civil, and forfeiture actions against identified violators, as appropriate; and

WHEREAS, the undersigned agencies have the authority under Part 1, Chapter 23, Florida Statutes, "the Florida Mutual Aid Act," to enter into a voluntary agreement for cooperation and assistance of a routine law enforcement nature that crosses jurisdictional lines; and

WHEREAS, the subscribing law enforcement agencies are so located in relation to each other that it is to the advantage of each to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity, so as to protect the public peace and safety, and preserve the lives and property of the citizens; and

WHEREAS, this agreement does not supersede or take the place of any other agreement entered into by the various members of the Child Abduction Response Team. Those agreements shall remain in full effect.

NOW THEREFORE, the Parties agree as follows:

As acknowledged by their execution of this Agreement, each of the undersigned law enforcement agencies approve, authorize and enter into this Agreement at the request of the member agencies of the Child Abduction Response Team (CART) and the Florida Department of Law Enforcement (FDLE), subject to the terms and conditions noted herein, for the purposes and goals indicated.

Additional Parties may, at the request and with the approval of FDLE and the other CART members, enter into this Agreement at a later date as evidenced by their signing of this Agreement. Any Party may cancel its participation in this Agreement upon delivery of written notice of cancellation to FDLE.

CART GOALS AND COOPERATION TO BE RENDERED:

The goal of the CART is to provide a pool of specialized investigators to focus dedicated and intensive investigative, preventative, and general law enforcement efforts primarily with regard to abducted children. To provide for voluntary cooperation, each of the CART agencies hereby approve and enter into this agreement whereby each of the agencies may request and render

law enforcement assistance to the other in dealing with any violations of Florida Statutes including, but not limited to, the arrest and criminal prosecution of those involved in child kidnapping, abduction, false imprisonment and similar or related crimes (utilizing state and federal prosecutions, as appropriate); the rescue of the abducted child or children and the seizure and forfeiture of assets of those engaged in child abduction or otherwise supporting such activity (utilizing state and federal forfeiture options, as appropriate).

Nothing herein shall otherwise limit the ability of participating CART members to provide, as provided by or allowed by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

The Parties to this Agreement are contributing personnel and resources in support of the CART efforts, with the operations of the CART being coordinated with FDLE and other agency members.

JURISDICTION, PROCEDURES FOR REQUESTING ASSISTANCE, COMMAND AND SUPERVISORY RESPONSIBILITY:

The principal sites of CART activity shall be the following counties: Miami-Dade, Broward, Palm Beach and Monroe.

When engaged in CART operations that have been approved by FDLE, as contemplated by this Agreement, CART members that do not otherwise have jurisdictional authority shall enjoy full jurisdictional authority anywhere in the State of Florida, although principally focused within the principal sites of CART activity listed herein, with full power to enforce Florida laws and avail themselves of the provisions of this Agreement. Officers assigned to CART operations pursuant to this agreement shall be empowered to render enforcement assistance and take law enforcement action in accordance with the law and the terms of this Agreement. Execution of this agreement and continued participation by FDLE and one or more CART member agencies shall constitute a general reciprocal, continuing request for and granting of assistance between the members of the Team that shall be considered authorized in accordance with the provisions of this Agreement. No additional or specific formal request for assistance is required. CART members operating outside the jurisdiction of their respective Agencies shall not enjoy extra-jurisdictional authority as law enforcement officers unless engaged in approved CART activities as stated herein. Pursuant to Section 23.127(1), Florida Statues, employees and agents of the undersigned Agencies participating in the CART, when engaging in authorized mutual cooperation and assistance pursuant to this Agreement, have the same powers, duties, rights, privileges and immunities as if the employees were performing duties inside the political subdivision in which the employee is normally employed.

Activities shall be considered authorized only when approved and directed as provided herein by an FDLE supervisor or command designee. The CART will normally function as a force multiplier for the requesting agency, and the requesting agency will remain as the lead agency in overall control of the investigation, unless the requesting agency has formally asked that the CART, under FDLE supervision or other FDLE approved supervision, assume control of the investigation. The Parties stipulate that in the event that a significant investigative or jurisdictional dispute should arise, the issue will immediately be forwarded to the relevant agency chief executives for resolution. If at any time an FDLE supervisor or FDLE special agent designee(s) determines that an extra-territorial CART operation pursuant to this agreement

should be terminated, said operation is to be promptly terminated in a manner assuring the safety of all involved law enforcement officers.

No CART employee or agent shall engage in activities outside the jurisdictional territory of the CART pursuant to the authority of this Agreement that are not approved, are unreported or otherwise unknown to the FDLE supervisor and which are not documented as provided herein. FDLE supervisor(s) shall maintain documentation that will demonstrate the daily involvement of specific employees or agents provided by the Parties to this Agreement, including each operation's supervisor or designated leader. Such documentation will assist in memorializing which individuals had mutual aid authority pursuant to this Agreement for particular time periods.

After consultation with other participating CART agencies, FDLE may request that a particular employee or agent of the CART no longer be allowed to participate in furtherance of this Agreement. Upon receiving the request, the employing Agency shall promptly terminate said person's participation in the activities contemplated by this provision of the Agreement. Upon the request of a participating agency that a sworn or support member of FDLE no longer participate in the CART, FDLE shall, if otherwise in FDLE's best interest to do so, terminate said member's participation in the CART. With the approval of FDLE, a Party to this Agreement may otherwise add, substitute, reinstate, or replace any of its sworn or support employees participating in the CART.

Whenever an operation occurs outside the territorial limits of the principal sites of CART activity as set forth herein, the Chief of Investigations for the FDLE office in the region affected shall be notified about the presence of CART personnel in his or her region. Local law enforcement in the area of operation will be notified, as appropriate.

Nothing herein shall otherwise limit the jurisdiction and powers normally possessed by an employee as a member of the employee's Agency.

FORFEITURE ACTIONS ARISING FROM THIS AGREEMENT:

Forfeiture actions based upon seizures made by the CART may be pursued in either state or federal court. Actions shall be based upon current statutory and case law. Distribution of the proceeds shall be shared equally among the participating agencies, or as otherwise specified by written agreement.

PROPERTY AND EVIDENCE:

All property and evidence, including currency, seized within Florida but outside the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, shall be taken into custody, processed and documented by an FDLE Special Agent in accordance with FDLE policy relating to the handling of property, evidence and currency.

When such items are seized within the primary jurisdictional area for CART operations, in connection with state violations and pursuant to this Agreement, the Items may be taken into custody, processed, documented and maintained by the lead agency, the agency with primary jurisdiction or as otherwise agreed upon.

In the event an investigation becomes a federal case or inquiry, any such property and evidence will be transferred into the custody of the Federal Bureau of Investigation or handled in accordance with their direction.

LIABILITY AND COST-RELATED ISSUES:

Each Party engaging in any mutual cooperation and assistance pursuant to this Agreement agrees to assume its own liability and responsibility for the acts, omissions, or conduct of such Party's own employees while such employees are engaged in rendering such aid, cooperation and assistance pursuant to this Agreement. Nothing herein shall be deemed to constitute a waiver of any sovereign immunity that any Party is entitled to, statutorily under Section 768.28, Florida Statutes, or based on common law or case law. Each Party shall remain responsible for the compensation, retirement, workers compensation and other benefits accruing to the benefit of their participating employees.

Each Party to this Agreement agrees to furnish necessary personnel, property, police equipment, vehicles, resources and facilities to render services to each other Party to this Agreement in order to effect the purposes of the CART and agrees to bear the cost of loss or damage to such equipment, vehicles, or property. Parties understand and agree that they will be responsible for their own liability and bear their own costs with regard to their property and resources, or personnel expenses incurred by reason of death, injury or incidents giving rise to liability. This provision shall not preclude necessary property or resources being purchased, funded, or provided by a participating Party via the Party's legally vested forfeiture funds, if otherwise authorized by law.

Each Agency furnishing aid pursuant to this Agreement shall compensate its own employees during the time such aid is rendered and shall defray the actual expenses of its employees while they are rendering such aid, including any amounts, if legally applicable, that may be determined to be payable for compensation due to personal injury or death while such employees are engaged in rendering such aid. The privileges and immunities from liability, exemption from laws, ordinances, and rules, and all pension, insurance, relief, disability, workers' compensation, salary (including overtime compensation or compensatory time), death and other benefits that apply to the activity of an employee of an Agency when performing the employee's duties within the territorial limits of the employee's Agency shall apply to the employee to the same degree, manner, and extent while such employee acts under this Agreement. This provision shall not preclude payment of compensation, including overtime compensation, for its personnel utilizing its legally vested forfeiture funds to the extent allowed by law.

Each Party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, and automotive liability insurance or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each Party to adequately insure such Party's liability assumed herein. But, for Florida law enforcement officers, in no event shall such coverage be less than the statutory waiver of sovereign immunity limits. Each Party agrees to provide the other Parties with a copy of the respective insurance or self-insurance required hereunder, including the endorsements thereto and renewals thereto. In the event a Party maintains a self-insurance fund, such Party agrees to provide the other Parties with documentation to substantiate the existence and maintenance of such self-insurance fund. The Parties agree that federal participants will be governed by applicable federal laws concerning the above liability issues.

COMPLAINTS AGAINST CHILD ABDUCTION RESPONSE TEAM MEMBERS:

Whenever a complaint has been lodged as a result of CART efforts outside their jurisdictional boundaries pursuant to this Agreement, a designee of FDLE shall ascertain at a minimum:

The identity(ies) of the complainant(s) and an address where the complainant(s) may be contacted, the nature of the complaint, any supporting evidence or facts as may be available, including the names and addresses of witnesses to that which has been complained about, the identity(ies) of the CART participant(s) accused and the employing Agency(ies) of the participant(s) accused.

FDLE will promptly provide to each affected employing Agency the above information for administrative review and appropriate handling or disposition. Each affected employing Agency shall, upon completion of said review, notify FDLE of its findings and any actions taken.

The Parties agree that federal agency participants will handle any complaints against their personnel while such federal personnel are involved in CART operations.

OBLIGATION TO COORDINATE WITH PROSECUTOR'S OFFICE:

The principal goal of the Child Abduction Response Team is the rescue of abducted children and the arrest of criminal perpetrators. An equally important goal is the successful prosecution of perpetrators. The latter requires close coordination with prosecuting authorities, both in the state and federal courts. Members of the CART are obligated to coordinate their efforts in such a way as to support the efficient prosecution of cases, including, but not limited to, prompt responses to requests from prosecutors for information or assistance in handling CART generated cases and reasonable availability for pretrial conferences with prosecutors, discovery depositions, pretrial hearings and trials. Civil or administrative actions derived from CART operations are likewise to receive coordinated support efforts from CART members. CART supervisors shall monitor the efforts of CART members in support of criminal prosecutions, civil actions, administrative actions and forfeiture cases. Such monitoring shall include regular contact with assigned prosecutors or attorneys pursuing actions on behalf of the CART to assure the expected level of support from CART members is occurring. Failure by a member of the CART to support such efforts on a routine and regular basis in the manner set forth herein shall constitute grounds for removal of the member from this Agreement.

COPY TO EACH PARTICIPATING CART MEMBER AGENCY:

When this Agreement is fully executed, a copy shall be provided to each CART member so that each member may be fully aware of the powers, limitations, and expectations applicable to CART members and operations.

TERM OF AGREEMENT:

This Agreement shall be effective as to the executing Parties upon execution by the member agencies of the CART and FDLE. As each additional Party executes this Agreement, it shall be effective as to the newly executing Party.

This Agreement may be duplicated for dissemination to all Parties, and such duplicates shall be of the same force and effect as the original.

Execution of this Agreement may be signified by properly **signing** and **dating** a separate signature page.

The original agreement and all signature pages shall be maintained by the FDLE Special Agent in Charge for the CART region of operation.

A copy of this agreement and copies of all participating agency signature pages shall be provided to, and maintained by, the FDLE Mutual Aid, Investigations and Forensics Program, Office of Field Services, P.O. Box 1489, Tallahassee, Florida, 32302-1489, or via e-mail to *MutualAid@fdle.state.fl.us*.

This Agreement shall remain in full force as to all participating Parties until December 31, 2016, unless terminated in writing by FDLE as to all or separate Parties. This agreement may be renewed, amended, or extended only in writing. Any Party may withdraw from this Agreement upon providing written notice to FDLE and all other participating Parties. Any written cancellation or extension shall be maintained with the original agreement and a copy forwarded to FDLE Mutual Aid at the addresses noted above.

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT MIAMI REGIONAL OPERATIONS CENTER VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE CHILD ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may attach to this signature page any further evidence of authorization you wish to remain on file at FDLE along with this signature page.
****

For the Florida Department of Law Enforcement (FDLE):

_____
Gerald M. Bailey, Commissioner
Executive Director, Florida Department of Law Enforcement

1/25/13
_____
Date

PARTY'S ACCEPTANCE OF THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT MIAMI REGIONAL OPERATIONS CENTER VOLUNTARY COOPERATION MUTUAL AID AGREEMENT BETWEEN THE MEMBER AGENCIES OF THE CHILD ABDUCTION RESPONSE TEAM.

Pursuant to Section 23.1225(3), F.S., this agreement may be entered into by a chief executive officer of the agency who is authorized to contractually bind the agency. By signing below, an indication of such authorization is being made. Any signatory may add or attach to this signature page any further evidence of authorization you wish to remain on file at **FDLE** along with this signature page.
****

For the Bal Harbour Police Department:

Michael Daddario
Chief of Police

Signature

Date of Execution

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

To: Honorable Mayor and Council

From: Jay R. Smith, Interim Village Manager

Date: June 18, 2013

Re: **Motion Approving Appointment of Architectural Review Board Member**

In accordance with Section 5.5, Article III, of the Bal Harbour Village Code, the Architectural Review Board shall consist of five members appointed by the Village Council as follows:

1) All members of the Board shall be either registered architects or registered landscape architects, but need not be residents of the Village.

2) Appointments shall be for a term of two years.

3) Member shall be eligible for reappointment and shall hold their office until their successors have been duly appointed and qualified.

The Board currently has four members, since Board Member Giorgio Balli resigned in April of this year. We have received a resume from Jaya Zebede, and licensed and practice architect who lives in Bay Harbor Islands, who has expressed interest in appointment to our Board. Ms. Zebede's indicates she has been a practicing architect for twenty-five years, and founder of KZ Architecture in Miami.

I would ask that the Village Council approve Ms. Zebede's appointment to the Architectural Review Board.

COUNCIL ACTION

Consider appointing Jaya Zebede to the Village's Architectural Review Board.

Jay Smith

From: Jaya Zebede [jaya@kzarchitecture.com]
Sent: Monday, June 10, 2013 5:33 PM
To: Jsmith@balharbour.org
Subject: Re: Candidate for ARB

Dear Mr. Smith:
I apologize as I realize I sent the message incomplete.
I also wanted to let you know that I am a resident of Bay harbor Islands, I spend a significant amount of time in Bal Harbor, as my mother owns an apartment in one of the beachfront buildings and I have many friends that live both in the village and in the buildings. Since moving here is 1995, I have witnessed many of the good and the not so good developments in our neighborhoods. As a member of the 33154 community, it would be my pleasure to serve on the ARB in Bal Harbor and contribute to the future positive development of our neighborhoods.

I thank you in advance for your consideration.

Sincerely,
Jaya Kader Zebede, AIA, LEED AP

kz architecture
7600 NE 4th Court, Suite #116
Miami, FL 33138
Tel: 305-865-9911
Fax: 305-865-0572
www.kzarchitecture.com

On Mon, Jun 10, 2013 at 5:20 PM, Jaya Zebede <jaya@kzarchitecture.com> wrote:
Dear Mr. Smith:
I understand that Bal Harbor Village is in the process of selecting new members to serve on the Architectural Review Board. I have been a practicing architect for 25 years and started my own practice 10 years ago. Below is a firm statement as well as a link to my website. Our work has been widely published (below is a link to our latest publication in Sotheby's "ONE" http://issuu.com/onesir/docs/one_life?e=1802146/2081565

Jaya Kader Zebede, AIA, LEED AP

kz architecture
7600 NE 4th Court, Suite #116
Miami, FL 33138
Tel: 305-865-9911
Fax: 305-865-0572
www.kzarchitecture.com

FIRM STATEMENT

KZ Architecture is a studio committed to design excellence and sustainable building practices. Founded by Jaya Kader Zebede in 2003, the firm endorses a contextual and purpose driven design

philosophy which focuses on the process of design, rather than heroic architectural gestures, or specific stylistic expressions. Following an in depth analysis of context, climate and vernacular forms, the architectural firm's projects are reflective of the client's vision and offer environmentally sensitive solutions for Florida's sub-tropical climate.

With a collaborative approach to the design process, KZ architecture emphasizes a dialogue with clients and consultants from complimentary disciplines to ensure a project's multidimensional success. The firm is committed to producing quality projects that become one with their natural settings. With keen attention to material selection, KZ architecture's buildings embody a language that weaves together the traditional and the modern, the natural and the built as well as the indoors and the outdoors.

--
Jaya Kader Zebede, AIA, LEED AP

kz architecture
7600 NE 4th Court, Suite #116
Miami, FL 33138
Tel: 305-865-9911
Fax: 305-865-0572
www.kzarchitecture.com

K Z ARCHITECTURE

JAYA KADER ZEBEDE, AIA, LEED AP

EDUCATION

1988 **Harvard University**, Graduate School of Design, Cambridge, Massachusetts
Master of Architecture

1984 **Brandeis University**, Waltham, Massachusetts *Bachelor of Arts,* Summa Cum Laude with Highest Honors in Art History

1982 **Syracuse University**, Florence, Italy
Renaissance Art and Architecture Study Abroad Program

PROFESSIONAL REGISTRATION **State of Florida**

EXPERIENCE

2001-2013 **KZ Architecture**, Miami, Florida
Owner/Principal
Residential and Commercial Work. Private residences. Interiors. Competitions.

2000-2001 **Thompson and Rose Architects**, Cambridge, Massachusetts
Site Architect **Temple Beth Am Design Competition**, Miami, Florida. Second Place Award.

1998-2000 **Robert A. M. Stern Architects**, NY, NY **and Borrelli & Associates**, Miami, FL
Project Architect, **Miami Beach Library and Cultural Arts Park**, Miami Beach, FL
Joint Venture for International Design Competition.

1992-1998 **The Gund Partnership**, Cambridge, Massachusetts
Project Architect
Young Israel of Brookline Synagogue, Brookline, Massachusetts **Celebration Town Inn,** Celebration, Florida **Florida Beach Resort**, Vero Beach, Florida **Kehaya House, St. Paul's School**, Concord, NH **Private Residences,** Nantucket, MA

1990-1992 **Peter Forbes and Associates**, Boston, Massachusetts
Intern Architect

1989-1990 **Moshe Safdie and Associates**, Somerville, Massachusetts
Intern Architect

COMPETITIONS

2003 **Village Municipal Center**, Isla Morada Village of Islands. Third Place Award.

With **Maryann Thompson Architects**, Cambridge, MA.

1999 **Temple Beth Am Design Competition**, Miami, Florida. Second Place Award

With **Thompson and Rose Architects**, Cambridge, MA.

1998 **Regional Library and Cultural Center**, Miami Beach, Florida. Project awarded in May 1998. Construction Documents were completed in the year 2000.
With **Robert Stern Architects** and **Borrelli and Associates**

1990 **Bill Gates Estate Private Design Competition**, Seattle, WA.
With **Peter Forbes and Associates**

1988 **Milford War Memorial Monument**, Milford, MA, Second Place Award
With **Peter Forbes and Associates**

PUBLICATIONS (selected)

2013 Paige Bowers, "The New Modern" *One Life: The Magazine of One Sotheby's*. Vol 1 (2013): 26-30 Print.
2012 "Franco Residence, Golden Beach" *Florida/Caribbean Architect: Spring* (2012): 12-13 Print. Official Journal of the Florida Association of the American Institute of Architects
2011 Debra Kronowitz, "Bay Harbor Islands Home Receives Several Desing Awards" Design District Magazine (2011) 43-45. Print
2011 Zuniga, Randall. "Casa Florida." *Su Casa*: Architectura y Mujer (2011): 66-75. Print.
2011 Barreneche, Raul A. "Boano-Lowenstein Residence." *The Tropical Modern House*. New York: Rizzoli International Publications, 2011. 184-93. Print.
2011 Cleary, Mark. "Boano-Lowenstein Residence." *21st Century Sustainable Homes.* Mulgrave, Australia: Images Publishing Group, 2011. 38-41. Print.
2011 Didzilius, Vytenis. "Miami's Top Architects Name Their Most Inspiring Projects." *Poder Magazine* (2011): 38-47. Print.
2011 Henry, Saxon. "Modern Family." *LUXE, South FLorida* Spring 9.2 (2011): 228-39. Print.
2011 Sinovcic, Damir. "Tropical Modern: A Conversation with Jaya Kader Zebede." *South Florida Design Book* Winter (2011): 52-58. Print.
2010 "Boano-Lowenstein Residence, Bay Harbor Islands" *Florida/Caribbean Architect: Winter* (2010): 38-25 Print. Official Journal of the Florida Association of the American Institute of Architects
2010 Baliva, Zach. "Florida Based Company Puts a Modern Twist to Subtropical Residential Design." *Luxury Hame Quarterly* (2010): 148-56. Print.
2010 Henry, Saxon, and Coleen Clark. "Power Trippers: These Three Globetrotters Scour the World for One Of-a-kind Inspiration before Bringing It All Back to Some of Miami's Hottest Homes." *Miami* 3rd Anniversary (2010): 150-55. Print.
2010 Henry, Saxon. "K. Z. Architecture, Inc." *100 Florida Architects and Interior Designers*. Ed. Damir Sinovcic and Beth Dunlop. 250-55. Print.
2010 Klein, Roberta. "Modern Through and Through." *Florida Design* 20#2 (2010): 150-58. Print.
2010 Zuniga, Randall. "Miami LEED." *Su Coso* 10th Anniversary (2010): 86-95. Print.
2008 "Unbuilt Design Award." *Florida/Caribbean Architect: Design Awords 2008* (2008): 38. Print. Official Journal of the Florida Association of the American Institute of Architects
2004 Klein, Roberta. "Refined Vernacular." *Florida Architecture*, 69 (2004): 112-123. Print.
1999 Kader Zebede, Jaya. "The Three Chapels." *Building a Campus: An Architectural Celebration of Brandeis University's 50th Anniversary*, Brandeis University, 1999.
1989 "Moshe Safdie: Projects 1979-1989" Harvard University, Graduate School of Design. Production and design of Exhibition/Lecture Publication.
1984 "Eero Saarinen at Brandeis 1949-1952" at Spingold Theater, Brandeis University. Exhibition and Senior Thesis for Bachelor of Arts.

AWARDS

2010 Excellence in Architecture Design Award, AIA Miami Chapter
2010 Florida USGBC Residential Award Finalist
2008 Unbuilt Merit Design Award, AIA Florida Chapter
1984 Phi Beta Kappa, Brandeis University
1984 Rosalind W. Levine Prize in Fine Arts, Brandeis University
1982 Louis Dembitz Brandeis Scholar

9:03:54 AM 6/12/2013

Licensee Details

Licensee Information

Name:	**ZEBEDE, JAYA KADER (Primary Name)**
	(DBA Name)
Main Address:	**9424 WEST BROADVIEW DRIVE** **BAY HARBOR Florida 33154**
County:	**DADE**
License Mailing:	
LicenseLocation:	

License Information

License Type:	**Architect**
Rank:	**Architect**
License Number:	**AR91604**
Status:	**Current,Active**
Licensure Date:	**05/28/2003**
Expires:	**02/28/2015**
Special Qualifications	**Qualification Effective**

View Related License Information

View License Complaint

Sec. 5.5-11. - Membership.

(a) *Number, appointment and qualifications of members.* The Board shall be composed of five members. All members of the Board shall be either registered architects or registered landscape architects but need not be residents of the Village. The Board shall be appointed by the Village Council as follows:
All five members of the Board shall be appointed by the Council.

(b) *Terms of members.* Appointments to the Board shall be for a term of two years.

(c) *Vacancies.* Any vacancy occurring on the Board shall be filled by the Village Council for the remainder of the unexpired term at the earliest possible date.

(d) *Reappointment.* Members shall be eligible for reappointment and shall hold their office until their successors have been duly appointed and qualified.

(e) *Compensation of Members.* Members of the Board shall serve without compensation but shall be reimbursed for necessary expenses incurred in the performance of their official duties, as shall be determined and approved by the Village Council.

(f) *Acceptance of appointment.* Before entering upon the duties of office, each member shall file a written acceptance of appointment and take and subscribe to the oath of office prescribed by law, which shall be filed in the office of the Village Clerk.

(g) *Removal of members from office; attendance.* A member of the Board may be removed from office by four-fifths vote of the entire membership of the Village Council; however, whenever a member of the Board shall fail to attend three consecutive meetings, the Board shall certify such nonattendance to the Village Council and, upon such certification the member shall be deemed to have been removed and the Village Council shall fill the vacancy by appointment.

(h) Additionally, a designee of the Council may serve as an ex-officio, nonvoting member of the Architectural Review Board.

(Ord. No. 370, § 2, 4-21-92; Ord. No. 376, § 1, 9-20-92; Ord. No. 431, § 1, 7-21-98)

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

To: Honorable Mayor and Council

From: Jay R. Smith, Interim Village Manager

Date: June 18, 2013

Re: **Motion Approving Recommendations of the Gated Residential Section Advisory Committee (RAC)**

The Gated Residential Section Advisory Committee (RAC) met on June 12, 2013 and forwarded the following recommendations on security enhancements to the Village Council for approval:

ABDI Residential Web Connect Computer Application **$275.00/month**
In addition to the Application, it will be necessary to obtain an internet connection at the guardhouse, with an associated cost.

Mobile Access Control System **$3,855.00**
This system will allow guardhouse personnel to operate the computer remotely from an iPad tablet with driver's license scanning capability.

Enhanced Video Monitoring Equipment **$4,189.00**
$35.00/monthly

This system analyses video images from the pedestrian and vehicular gates and alerts guardhouse personnel of unusual activity occurring that the locations.

Video Monitor **$1,074.00**
Install a 50" video monitor to allow enhanced viewing of the camera systems.

I am seeking Village Council authorization to utilized Gated Residential Section funds to proceed with these recommendations.

COUNCIL ACTION

Consider approving the recommendations of the Gated Residential Section Advisory Committee.

May 28, 2013

Proposal for Bal Harbour Civic Association

ABDI Resident Web Connect – Allows residents to log into the system (from anywhere) and enter the names of expected visitors. When the guest arrives, the resident receives notification via SMS text message or email. At the gate, the guard will enter the visitor's information and see that access has been approved by the resident. The cost for this amenity is $275 per month. This service requires a static IP Internet connection to the computer at the gate, which would be the sole responsibility of Bal Harbour. Entering the residents' email information into the database will also be the responsibility of Bal Harbour.

ABDi

Applications by Design, Inc.

Access Control Solutions by Access Control Professionals

Resident Web Package:

ABDi, in February 2010, introduced its NEW **Resident Web Package** to overwhelming acclaim by the current 175 + communities presently using it, and to the new communities that have since subscribed to this unique, exclusive and very effective web interface with **ABDi**'s SAS and **CMS Access Control Systems.**

The residents can now interface directly with their Access Control System, without having to interrupt the daily workings of the gatehouse staff or the property management personnel. This is a most effective tool for communities looking to increase the effectiveness of their Access Control System Gatehouse and Property Management Staff without sacrificing final control of resident profiles. And its accomplished in real-time!!

Residents can:

- Revise contact information such as email addresses & telephone numbers
- Fully control their guest list
- Review their own visitor entry logs (read-only)
- Edit their emergency contact lists
- Advise property management and gatehouse personnel of vacation or out of town notices
- Update their pet information including uploading pictures of pets
- Review vehicle information including resident device data (read-only)
- Personalize login information

NEW CAPABILITIES ARE BEING ADDED MONTHLY!

Property Management can:

- Review Resident Data online whenever they can connect to the internet
- Update community news
- Update the community directory
- Reset resident login information
- Review Resident Web Activity

EXTENSIVE HELP SCREENS ARE AVAILABLE FOR ALL TRANSACTIONS

Call For An Online Demonstration

The **ABDi** Resident Web Package now includes a daily Remote Backup.
Each day, the **ABDi** database will be copied to **ABDi** servers to ensure data security.

ABDi– The Industry Leader in Access Control System Solutions

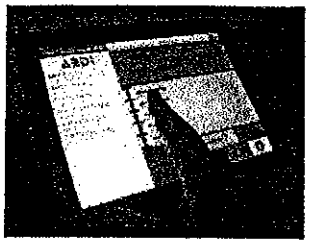
22037 State Road 7 · Boca Raton, Florida 33428
Boca Raton : (561) 451-3232 · Toll Free : (866) 451-ABDI · Fax: (561) 451-4291
Web Site: www.abdi.net · Email: david@abdi.net
David Winkler– Sales & Marketing Manager

May 28, 2013

Proposal for Bal Harbour Civic Association

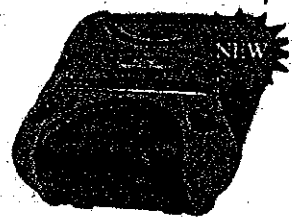
IPad Application for Outdoor Use (Mobile Access System)– this will allow the guard to leave the gatehouse and approach a vehicle, carrying an IPad with him. He will be able to scan the ID and log in the visitor from the traffic lane itself. The resident can then be contacted by cell phone to approve access. Costs for equipment and labor will total approximately $3855.00 as follows:

a. IPad, including heavy duty protective casing	$730
b. Application Software	$1653.75
c. Driver License Scanner for IPad	$1233.75
d. Outdoor router	$120.00
e. Labor to install	$118.00



iCMS on the iPad

Rapid Visitor Processing
Visitor Photo Capture
Roving Patrol
Mobile Incident Reports



100% Mobile
Pass Printing

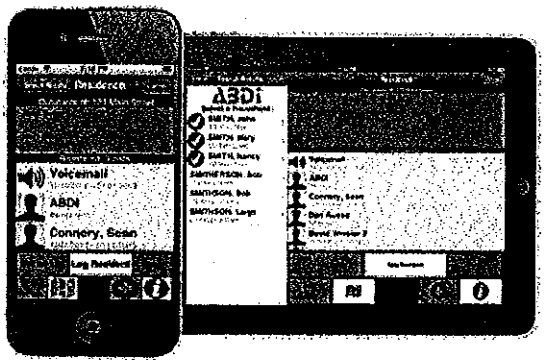
"I cannot speak highly enough of the integrity, professionalism, and capabilities of ABDi's staff."

See why communities choose ABDi

REQUEST A DEMO

community ASSOCIATIONS INSTITUTE
TECHNICAL CONTRIBUTOR

iCMS App



The revolutionary ABDi iCMS app combines the latest smart-device technology with ABDi's professional experience and programming creativity. It was developed exclusively by Applications by Design to assist gatehouse staff to more effectively handle busy visitor lanes. iCMS by ABDi allows your gatehouse personnel to handle busy visitor entrances by giving them the ultimate mobile tool. Pressured contractors and impatient visitors can be processed directly at their respective vehicles as far as 300 feet from the gatehouse itself, using the iPhone 4, iPad 2 and iPod Touch WiFi capability.

It allows the gatehouse officer to use the device's on-board camera to document a photograph of the visitor along with the details of the vehicle he/she is driving.

iCMS functions include multiple search criteria to display resident guest lists, speed-dial functionality (iPhone cellular activation is necessary), and even visitor pass capability (with the purchase of an optional mobile thermal printer).

iCMS functions with ABDi's Call Authorization, Video Capture and Gate Control optional modules.

KEY FEATURES:

- Large multi-touch display
- Convenient, intuitive and user-friendly
- On-board camera archives a clear photo of the visitor

KEY BENEFITS:

- Real-time access from outside the Gatehouse or anywhere on property
- Saves time and increases your staff's productivity

Available on the App Store

ABDi

Applications by Design, Inc.

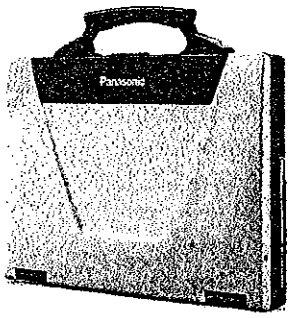
Access Control Solutions by Access Control Professionals

ABDi Wireless Access Control Systems:

ABDi has introduced two Wireless Access Control System into the marketplace during the past five years:

A) Roving Patrol Access System
B) Mobile Access System

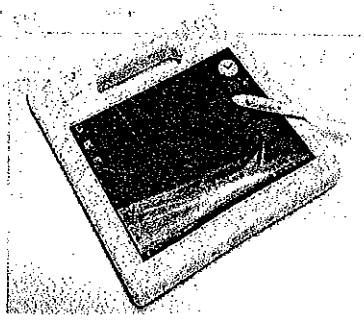
ROVING PATROL SYSTEM



Both Wireless Access Control Systems address different problems faced by gated communities.

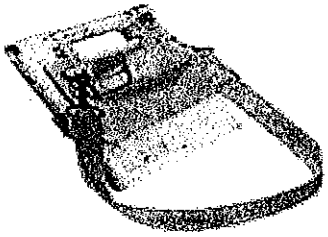
The Roving Patrol Access System addresses the issue of connectivity and relevance to those officers traveling the community . Now, each and every Roving Patrol can have access to the **ABDi** Access Control System data at the gatehouse. Roving Patrol Officers can now query the Access Control System for pertinent vehicle, resident and visitor information, as they make their rounds through the community. The officers on Roving Patrol can input incident reports and dispatch reports as they address problems during their shift.

MOBILE ACCESS SYSTEM



The Mobile Access System specifically addresses the issues faced at busy entrances where, at certain times of the day, a secondary access control officer, a site captain or the like, is forced to go to a traffic lane to supplement the efforts of the primary access control officer. The second officer can process visitors to the community at up to 300 feet from the gatehouse. Lightweight, with a handle, this thin-client access control system component has full audio support, on-screen keyboard, sunlight-readable touch screen and a ten-hour battery life.

MOBILE ACCESS SYSTEM



Both the Roving Patrol Access System and the Mobile Access System are housed in a ultra-rugged cases and shock-resistant internal components.

ABDi – Innovative Access Control Solutions by Access Control Professionals

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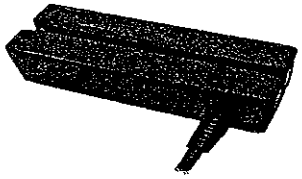
David Winkler-Sales & Marketing Manager

ABDi

Applications by Design, Inc.

Access Control Solutions by Access Control Professionals

ABDi Driver's License Recorder:



ABDi's latest module upgrade facilitates Driver's License Magnetic Stripe scanning as a means of identifying visitors to the community and permanently embedding their magnetic stripe identification information into the ABDi Access Control System.

Integrated fully with its visionary access control systems or used as a standalone identification system, ABDi addresses gated community needs with the reliable identification of visitors to the community.

Using ABDi's **Driver's License Recorder** in conjunction with the ABDi access control solution permanently embeds the vehicle driver's identification data into the resident's visitor list and the community's visitor database. Acting as further proof of a visitor entering the community, ABDi completes the task of positively identifying all visitors.

ABDi's Driver's License Recorder features the auto-complete (auto-fill) feature wherein the name and driver's license of the visitor are automatically filled into the visitor interview dialog box without access control officer manual input. The act of capturing visitor information contained on the driver's license magnetic stripe in combination with the auto-fill feature addresses both visitor information capture and speeding up the data entry previously completed by the access control officer.

Choosing between **ScanFast ID** and the **Driver's License Recorder** is a matter of deciding between full photo capture and Optical Character Recognition of visitor data embedded permanently into the database **(ScanFast ID)** versus quick and easy data capture only **(Driver's License Recorder).** A comparison chart of both modules can be viewed on the following page in this brochure.

The choice is yours, but the capability and integration thereof is the product of years of experience and success in the Access Control Systems Solutions Field. ABDi does it more often than the competition because we are trusted, we are professional, and we are always there when you need us.

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David Winkler-Sales & Marketing Manager

ABDi

Applications by Design, Inc.

Access Control Solutions by Access Control Professionals

ABDi ScanFast ID:

ABDi takes another giant step in solidifying its leadership position in the access control industry by introducing and then improving the revolutionary ABDi ScanFast ID system.

Integrated fully with its visionary access control systems or used as a standalone identification system, ABDi addresses gated community needs with the reliable identification of visitors to the community.

Using ABDi ScanFast ID in conjunction with the its access control solutions permanently embeds the vehicle driver's photo identification and data with the resident's guest list and the community's visitor database. Acting as further proof of a visitor entering the community, ABDi completes the task of positively identifying all visitors.

Furthermore, when the identification card is one of the many forms of identification (driver's licenses from the fifty states, U.S. Immigration Green Cards) that the system recognizes as conforming to system requirements, the information contained in the proof of identification is distributed into an address-like form which permanently resides in the database of the resident and the community. In addition the system takes a clear image of the ID itself. No matter what the form of identification is being used, it will always be fully scanned for permanent proof of community visitation.

Construction crews and construction gates getting you down? Driving you insane?

Use ABDi ScanFast ID as an add-in module upgrade for total identification of contractors, sub-contractors, real estate agents, etc.; proof that they were indeed on the premises at a certain date and time. In the primary stages of community development, each contractor could have their own listing in the system, and each entry would be identifiable as a visit to the site. The developer, even the HOA or POA can earn profits by actually selling a specific community ID card that would serve the purpose of a recognizable system ID form for all contractors and service personnel. Permanent proof of community entry.

ABDi's ScanFast ID now includes the auto-complete (auto-fill) feature wherein the scanned name and driver's license number of the visitor are automatically filled into the visitor interview dialog box without access control officer manual input, speeding up the entry process dramatically.

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May 28, 2013

Proposal for Bal Harbour Civic Association

Analytics – The suggested system will allow the guard to view activity at the rear and pedestrian gates. Following pre-set parameters and guidelines, the guard will receive an email and a video clip of events as they are happening so that he can take appropriate action in a timely manner. <u>This service carries a monthly fee of $35.00</u>. Reliable internet connection is required for this system to work properly and would be the sole responsibility of Bal Harbour. Costs for equipment and labor will total approximately $4189.00 as follows:

k. Video Analytic	$2990
l. Computer and Monitor	$825
m. T Connectors (3)	$20
n. Labor to install	$350

Intelligent Video Surveillance Solutions

CheckVideo products allow for cloud-based intelligent video surveillance and alarm verification in virtually any indoor, outdoor or remote location. They enhance security and improve business operations with real-time event detection, sending alerts to emails, smartphones, or a monitoring service for immediate response.

All CheckVideo devices and solutions incorporate CheckVideo auto-adapting video analytics and DVR capability. CheckVideo products can be installed as new IP video surveillance systems and are also compatible with existing analog CCTV systems. With CheckVideo Gateways, it is easy to add intelligence to standard analog cameras and DVRs, converting passive forensic systems into proactive tools for prevention of incidents.

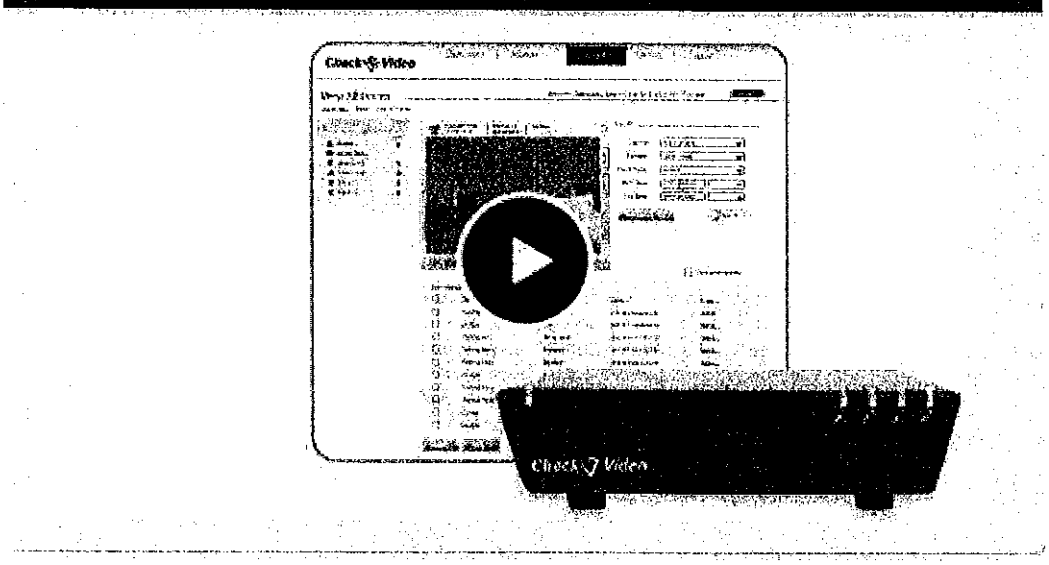
- Help prevent crimes in progress with real-time alerts sent to you or the authorities in the event of suspicious activity
- "Watch" every surveillance camera, 24/7, for a fraction of the personnel or guard cost
- Reduce false alarms, saving money and improving response times
- Get instant alerts sent to smartphones, emails or a central monitoring station when something of interest happens
- Enhance current security systems by adding CheckVideo to existing cameras and DVRs, or by using CheckVideo cameras and solutions
- Keep system costs low with an affordable, cloud-based solution – no installation of servers or software required

Upgrade CCTV Surveillance Systems

Easily upgrade new or existing analog CCTV surveillance systems with CheckVideo Gateways that enhance security with real-time event detection. Each CheckVideo Gateway incorporates CheckVideo advanced, auto-adapting video analytics, video recording, and a video server.

- **Help prevent crime in progress** with real-time alerts sent to smartphones, emails, the CheckVideo Web Portal, or a monitoring service in the event of suspicious activity
- **"Watch" every surveillance camera, 24/7,** for a fraction of the personnel or guard cost
- **Reduce false alarms,** saving money and improving response times
- **Keep system costs low** with an affordable, cloud-based solution - no installation of servers or software required

View 4-Minute Demo



Property Management Video Surveillance Systems

Commercial and residential property managers are tasked with prevention of theft and vandalism as well as the safety of tenants and visitors. Entrances, parking lots, pool and recreational areas, and courtyards are just some of the places that demand attention.

CheckVideo property management remote security cameras provide cost-effective 24/7 monitoring of areas of interest. Real-time alerts can be sent to emails, smartphones, or a monitoring center for immediate assessment and response.

With CheckVideo mobile solutions, video security can easily be added to vacant properties as needed, even in the absence of existing security and IT infrastructure.

May 28, 2013

Proposal for Bal Harbour Civic Association

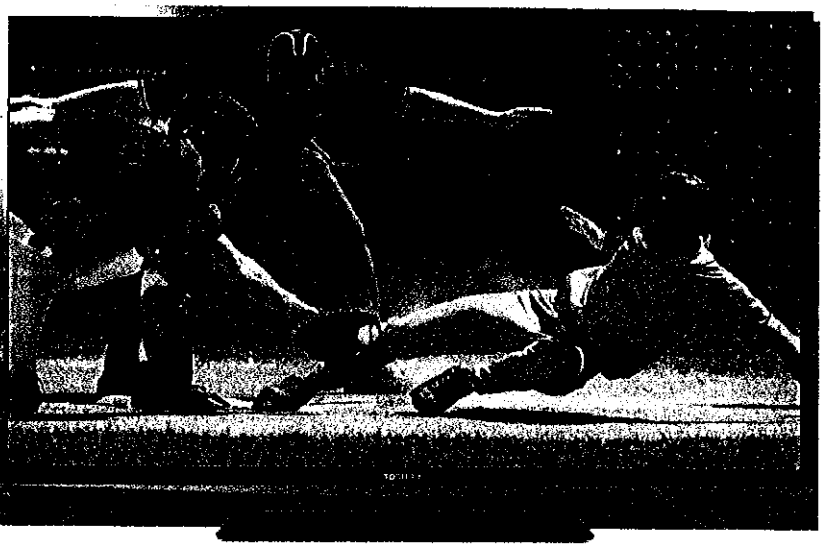
50" Monitor – This will allow expanded views of the current camera images. Costs for equipment and labor will total approximately $1074.00 as follows:

o. 50" LCD Monitor	$540
p. Wall Mount	$120.00
q. VGA Convertor	$60.00
r. Labor to install	$354.00

50L5200U
LED HDTV

TOSHIBA
Leading Innovation >>>

A SMALL PRICE TO PAY FOR BRILLIANT BIG SCREEN QUALITY



Ultrathin LED with New Aero™ Design
Edge LED provides superior picture quality, modern thin bezel design and ultrathin depth. The new Aero™ design adds the stylish silver Aero™ wing to create a TV that looks great in any home décor.

ClearFrame™ 120Hz for Clear, Fast Motion
Doubles the normal frame rate to help eliminate motion blur for clearer fast-action sports, action movies and more.

1080p Full HD for True Home Theater Quality
Full HD² provides more pixel resolution than standard HD for incredible image clarity.

New Dynamic Picture Mode
Creates pictures that seem to pop off the screen! The new Dynamic Mode enhances color, sharpness, brightness and contrast to provide incredible picture quality.

New Audyssey® Audio Technology
Audyssey Premium Television is a suite of advanced audio technologies that helps produce clear, rich and natural sound. For the L5200 series the suite includes:
- **Audyssey EQ®**
- **Audyssey ABX™ (Bass Extension)**
- **Audyssey Dynamic Volume®**

And, New Ported Speaker Design

1080P FULL HD — Top HD picture quality with 1080p Full HD² resolution.

CF120Hz ClearFrame™ — Reduces blurring caused by high-speed video and improves picture clarity without impacting brightness or adding flicker.

DYNALIGHT® — Dynamic backlight control for deeper blacks and more detail.

AERO DESIGN™ — A sleeker, cleaner look that really stands out.

HDMI® X3 HIGH-DEFINITION MULTIMEDIA INTERFACE — Easily connect to high-definition video and amazingly immersive surround sound in one cable.

USB MEDIA — Easily connect to your favorite tunes and photos, create slideshows, or listen to your personal playlists with this feature.

50L5200U
SPECIFICATIONS[1]

TOSHIBA
Leading Innovation >>>

Screen Size: 50"
- Diagonal Screen Size: 49.11"
- Design: Aero™ Cosmetic Design

Panel
- Panel Type: LED
- Resolution: 1080P Full HD[2]
- Refresh Rate: ClearFrame™ 120Hz
- Backlight Control: DynaLight®

Video Chassis
- Dynamic Picture Mode
- Native Mode™
- Game Mode

Convenience
- Standard Remote Control

Audio
- Audyssey Premium Television™
  - Audyssey EQ®
  - Audyssey ABX™
  - Audyssey Dynamic Volume®
- Ported Speakers
- Speaker Output: 14W

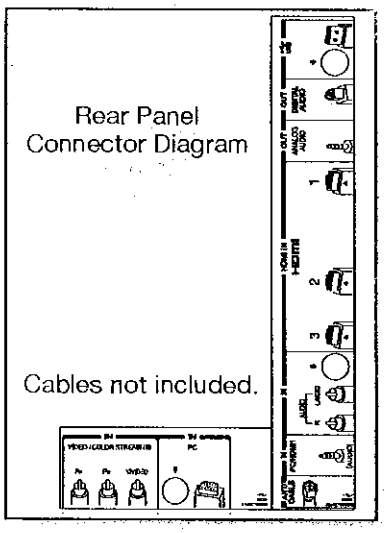
Connectivity
- HDMI® with CEC[3]: 3
- USB Media: 1
- High Definition PC Input: 1
- 3.5mm PC Audio Out: 1
- Digital Audio Out: 1
- ColorStream® Component Video: 1
- Composite: 1

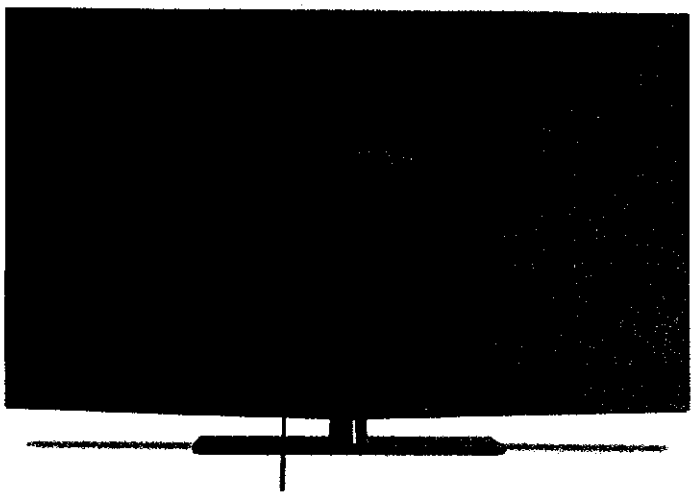
Product and Packaging
- VESA Mounting Pattern[4]: 400mm x 400mm
- Limited Warranty: 1 Year Parts & Labor
- Power Consumption (On): 95W
- Power Consumption (Stand-by): 0.6W
- Product Dimensions & Weights
  - With Stand
    - Dimensions: 44.8"x28.7"x11.3"
    - Weight: 48.4 lbs.
  - Without Stand
    - Dimensions: 44.8"x26.9"x1.8"
    - Weight: 39.6 lbs.
  - In Packaging
    - Dimensions: 51.7"x30.5"x6.3"
    - Weight: 63.8 lbs.
- ENERGY STAR® 5.3 Compliant

What's in the box
- Remote Control (CT-90325)
- Batteries (AA x 2)
- Resource Guide
- Quick Start Guide
- Warranty

UPC Code: 022265062609
Country of Origin: Mexico

Remote Control
(CT-90325)





Related Products

Single DVD Player

Wi-Fi® Ready Blu-ray Disc™ Player

Wi-Fi® Built-in Blu-ray Disc™ Player

1. While every effort has been made at the time of publication to ensure the accuracy of the information provided herein, product specifications, configurations, system/component/options availability are subject to change without notice. 2. 1080p/24 fps encoded content and an HD display capable of accepting a 1080p/24Hz signal required for viewing 1080p/24 fps content. 3. Use of HDMI® w/ CEC requires an HDMI® w/ CEC compatible display/peripheral device. Depending on the specifications of your device, some or all HDMI® w/ CEC functions may not work even if your display/peripheral device is HDMI® w/ CEC compatible. 4. If you decide to wall mount your Toshiba television, always use a UL Listed wall bracket appropriate for the size and weight of the television. Care should be taken to place or install the display where it cannot be pushed, pulled over, or knocked down.

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

To: Honorable Mayor and Council

From: Jay R. Smith, Interim Village Manager

Date: June 18, 2013

Re: **Motion Approving Ratification of Special Master Appointment**

Pursuant to Section 2-182 of the Bal Harbour Village Code, the Village Manager shall appoint and reappoint Special Masters, subject to ratification by the Village Council.

The Village Manager shall appoint as many Special Masters as are deemed necessary. Appointments shall be made for a term of one (1) year. Special Masters are responsible for hearing and ruling on appeals from those cited for violations of the Code of Bal Harbour Village.

Valerie Rennert completes her forth year as Special Master on June 16. 2013. She has done an excellent job for the Village serving as Special Master. Ms. Rennert has indicated that she is willing to serve another term as Special Master.

Based on her experience in the field of law and her community involvement, I have appointed her as Special Master for another term, and I recommend ratification by the Village Council.

COUNCIL ACTION

Consider ratifying the Village Manager's appointment of Valerie Rennert as a Special Master. The term is for one year.

Sec. 2-182. - Qualifications of Special Masters and removal; organization.

(a)

Special Masters shall possess outstanding reputations for civic pride, interest, integrity, responsibility and business or professional ability. Appointments shall be made by the Village Manager or his or her designee on the basis of experience or interest in code enforcement. Such appointments shall be submitted to the Village Council for ratification by the Village Council.

(b)

The Village Manager or his or her designee shall appoint as many Special Masters as are deemed necessary. Appointments shall be made for a term of one year. Any Special Master may be reappointed at the discretion of the Village Manager, subject to ratification by the Village Council. There shall be no limit on the number of reappointments that may be given to any individual Special Master; provided, however, that a determination as to removal or reappointment must be made for each Special Master at the end of each one-year term. The Village Manager shall have authority to remove Special Masters with or without cause. Appointments to fill any vacancy shall be for the remainder of the unexpired term.

(c)

Special Masters shall not be Village employees but shall be compensated at a rate to be determined by administrative order.

(d)

The Village Attorney shall serve as general counsel to the Special Masters. If an appeal is taken pursuant to section 2-189, the Village Attorney shall represent the Village at such proceedings.

(e)

The Special Master shall have the power to:

(1)

Adopt procedures for the conduct of hearings.

(2)

Subpoena alleged violators and witnesses for hearings; subpoenas may be served by the Police Department of the Village or by the staff of the Special Master.

(3)

Subpoena evidence to the hearings.

(4)

Take testimony under Oath.

(5)

Assess and order the payment of civil penalties as provided herein.

(6)

Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.

(Ord. No. 346, § 1(2, 6(o)), 3-20-90; Ord. No. 450, § 1, 5-16-00)

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

To: Honorable Mayor and Council

From: Jay R. Smith, Interim Village Manager

Date: June 18, 2013

Re: Ordinance Amending Red Light Camera Program

During their last session, the Florida Legislature approved House Bill 7125 which has now been signed by Governor Scott into law. This law amends the enforcement provisions of the Red Light Camera Program, and will require the Village make changes to our Ordinance related to the Program. Specifically, the law requires Red Light Camera Citations be contested in Special Master Hearings administered by the municipality. Currently these citations are contested before Traffic Magistrates in County Court.

The new law takes effect on July 1, 2013, and will apply to all Red Light Citations issued on or after that date.

COUNCIL ACTION

Consider approving the changes to our Red Light Camera Ordinance.

ORDINANCE NO. 2013-_____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING THE BAL HARBOUR VILLAGE CODE OF ORDINANCES, BY AMENDING SECTION 2-191 "SCHEDULE CIVIL PENALTIES" OF ARTICLE V "CODE ENFORCEMENT" OF CHAPTER 2 "ADMINISTRATION", AND BY AMENDING ARTICLE IV "DANGEROUS INTERSECTION SAFETY" OF CHAPTER 19 "TRAFFIC AND MOTOR VEHICLES" TO ENSURE CONSISTENCY WITH SECTION 316.0083, FLORIDA STATUTES, "THE MARK WANDALL TRAFFIC SAFETY ACT", AS AMENDED BY THE FLORIDA LEGISLATURE THROUGH THE ENACTMENT OF CS/CS/HB HOUSE BILL 7125 DURING THE 2013 LEGISLATIVE SESSION; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR IMPLEMENTATION; PROVIDING FOR CLERK DESIGNATED; PROVIDING FOR SAVINGS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 15, 2008 the Village Council enacted Ordinance No. 526 creating Article IV "Dangerous Intersection Safety" of Chapter 19 "Traffic and motor vehicles" (the "Ordinance"); and

WHEREAS, in accordance with applicable law, the Ordinance designated the running of red traffic lights as a violation of the Village Code and provided for the use of traffic safety cameras as a supplemental means of enforcement; and

WHEREAS, during the 2010 legislative session, the Florida Legislature enacted House Bill 325 establishing uniform procedures for the use of red light traffic safety cameras throughout the State of Florida and, for the first time, preempting the use of traffic safety cameras for enforcement purposes; and

WHEREAS, on June 30, 2010 the Village Council enacted Ordinance No. 541 amending Chapter 19 of the Village Code in order to comply with criteria established in HB 325; and

WHEREAS, during the 2013 legislative session, the Florida Legislature enacted CS/CS/HB7125 ("House Bill 7125"), amending the statutory uniform procedures for the use of red light cameras throughout the State of Florida; and

WHEREAS, the Village Council desires to further amend Chapter 19 of the Village Code to comply with the provisions of House Bill 7125, and to further revise and update the Village Code to conform with the 2013 legislation.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA AS FOLLOWS: [1]

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

Section 2. **Village Code Amended**. That Article V "Code Enforcement" of Chapter 2 "Administration" of the Bal Harbour Village Code of Ordinances is hereby amended by amending Section 2-191 "Schedule of civil penalties" to delete obsolete reference:

* * *

Section 2-191. Schedule of civil penalties.

* * *

~~(44)~~	~~19-40 et seq.~~	~~Violation of the dangerous intersection safety provisions~~	
		~~First offense~~	~~125.00~~
		~~Second offense~~	~~250.00~~
		~~Each additional offense~~	~~500.00~~

* * *

Section 3. **Village Code Amended**. That Article IV "Dangerous Intersection Safety" of Chapter 19 "Traffic and motor vehicles" of the Bal Harbour Village Code of Ordinances is hereby amended by amending Section 19-40 "Intent" to read as follows:

Sec. 19-40. – Intent.

The purpose of this article is to authorize the use of traffic infraction detectors to promote compliance with red light signal directives and to adopt a civil enforcement system for red light signal violations, all in accord with general law, including Chapter 2010-80,

[1] Additions to existing text in the Village Code shall be indicated by underline, deletions from existing text in the Village Code shall be indicated by ~~strikethrough~~.

Laws of Florida (2010) (the "Mark Wandall Traffic Safety Act" or the "Act") as amended by CS/CS/HB 7125 (2013) ("House Bill 7125"). This article will also supplement law enforcement personnel in the enforcement of red light signal violations and shall not prohibit law enforcement officers from issuing a citation for a red light signal violation in accordance with other routine statutory traffic enforcement techniques.

Section 4. **Village Code Amended**. That Article IV "Dangerous Intersection Safety" of Chapter 19 "Traffic and motor vehicles" of the Bal Harbour Village Code of Ordinances is hereby amended by amending Section 19-41 "Use of image capture technologies" to read as follows:

Section 19-41. Use of image capture technologies.

The Village shall utilize traffic infraction detectors pursuant to general law as a means of monitoring compliance with laws related to traffic control signals, while assisting law enforcement personnel in the enforcement of such laws, which are designed to protect and improve public health, safety and welfare. This section shall not supersede, infringe, curtail or impinge upon state or county laws related to red light signal violations or conflict with such laws. Nothing herein shall conflict with the primary jurisdiction of Miami-Dade County to install and maintain traffic signal devices. This article shall serve to enable the Village to provide enhanced enforcement and respect for authorized traffic signal devices pursuant to F.S., §§ 316.008 and 316.0083 (2010), as amended by House Bill 7125 (2013). The Village may utilize traffic infraction detectors as an ancillary deterrent to traffic control signal violations and to thereby reduce accidents and injuries associated with such violations.

Section 5. **Village Code Amended**. That Article IV "Dangerous Intersection Safety" of Chapter 19 "Traffic and motor vehicles" of the Bal Harbour Village Code of Ordinances is hereby amended by amending Section 19-42 "Definitions" to read as follows:

Section 19-42. Definitions.

The following definitions shall apply to this article:

* * *

Local Hearing Officer. The person(s), appointed by the Village Manager and approved by the Village Council to serve as code enforcement special master (the "Special Magistrate") pursuant to Village Code Section 2-182. The Special Magistrate is hereby authorized to conduct hearings related to a notice of violation issued pursuant to Section 316.0083, Florida Statutes, and this Article. The Village Manager, if desired, may designate a specific Special Magistrate(s) to serve as the Local Hearing Officer.

* * *

Petitioner. Any person that has received a Notice of Violation and has requested a hearing before the Local Hearing Officer for the purpose of determining whether the alleged violation has occurred.

Section 6. Village Code Amended. That Article IV "Dangerous Intersection Safety" of Chapter 19 "Traffic and motor vehicles" of the Bal Harbour Village Code of Ordinances is hereby amended by amending Section 19-43 "Adherence to red light traffic control signals" to read as follows:

Section 19-43. Adherence to red light traffic control signals.

(a) Pursuant to general law, motor vehicle traffic facing a traffic control signal's steady red light indication shall stop before entering the crosswalk on the near side of an intersection or if none then before entering the intersection and shall remain standing until a green indication is shown on the traffic control signal; however, the driver of a vehicle which is approaching a clearly marked stop line, but if none, is approaching the crosswalk on the near side of the intersection or, if none, then is approaching the point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering the intersection in obedience of a steady red traffic control signal, may make a right turn in a careful and prudent manner provided the driver comes to a complete stop before turning right (unless such turn is otherwise prohibited by posted sign or other traffic control device) but shall yield right-of-way to pedestrians and other traffic proceeding as directed by the traffic control signal at the intersection. A notice of violation and a traffic citation may not be issued if the driver of a vehicle comes to a complete stop after crossing the stop line and before turning right if permissible at a red light, but failed to stop before crossing over the stop line or other point at which a stop is required.

* * *

Section 7. Village Code Amended. That Article IV "Dangerous Intersection Safety" of Chapter 19 "Traffic and motor vehicles" of the Bal Harbour Village Code of Ordinances is hereby amended by amending Section 19-46 "Review of recorded images" to read as follows:

Section 19-46. Review of recorded images.

(a) The owner of the vehicle which is observed by recorded images committing a red zone infraction, shall be issued a notice of violation (hereinafter also known as a "notice") no

later than 30 days after the red zone infraction occurs. The recorded image shall be sufficient grounds to issue a notice.

(b) The Village Chief of Police shall designate one or more Traffic Infraction Enforcement Officers, who shall be Police Officers of the Village and who shall meet the qualifications set forth in F.S. § 316.640(5)(A), or any other relevant statute. The Traffic Infraction Enforcement Officer shall review recorded images prior to the issuance of a notice to ensure the accuracy and integrity of the recorded images. Once the Traffic Infraction Enforcement Officer has verified the accuracy of the recorded images, he or she shall complete a report, and a notice shall be sent to the vehicle owner at the address on record with the Florida Department of Highway Safety and Motor Vehicles or the address on record with the appropriate agency having such information in another state.

(c) If a vehicle owner receiving a notice fails to pay the penalty imposed by F.S. § 316.0083, ~~or~~ to provide an affidavit that complies with the provisions of F.S. § 316.0083, or request a hearing within ~~30~~ 60 days of the date the notice is issued, then a Uniform Traffic Citation shall be issued to the vehicle owner as provided by general law. ~~The Uniform Traffic Citation shall be issued no later than 60 days after the red zone infraction occurs.~~

Section 8. **Village Code Amended**. That Article IV "Dangerous Intersection Safety" of Chapter 19 "Traffic and motor vehicles" of the Bal Harbour Village Code of Ordinances is hereby amended by amending Section 19-47 "Notice of violation" to read as follows:

Section 19-47. Notice of violation.

The notice of a red zone infraction shall be served via first class mail and shall include:

* * *

(11) A statement that the owner must pay a penalty of $158.00 to the Village, ~~or~~ provide an affidavit that complies with F.S. § 316.0083, or request a hearing within ~~thirty (30)~~ sixty (60) days of the date the notice is issued in order to avoid ~~court fees, costs, and~~ the issuance of a Uniform Traffic Citation;

* * *

(13) Information on the person's right to request a hearing and on all court costs related thereto and a form to use to request a hearing or shall direct the person to a web address for a website that provides that information.

Section 9. **Village Code Amended**. That Article IV "Dangerous Intersection Safety" of Chapter 19 "Traffic and motor vehicles" of the Bal Harbour Village Code Of Ordinances is hereby amended by creating Section 19-48 "Notice of violation hearing procedure" to read as follows:

Section 19-48. Notice of violation hearing procedure.

(a) A Petitioner who elects to request a hearing shall be scheduled for a hearing by the clerk of the Local Hearing Officer to appear before a Local Hearing Officer with notice to be sent by first-class mail. Upon receipt of the notice, the Petitioner may reschedule the hearing once by submitting a written request to reschedule to the clerk of the Local Hearing Officer, at least 5 calendar days before the day of the originally scheduled hearing. The Petitioner may cancel his or her appearance before the Local Hearing Officer by paying the penalty assessed by s. 316.0083(1)(b), Fla. Stat., as amended, plus $50 in administrative costs, before the start of the hearing.

(b) All testimony at the hearing shall be under oath and shall be recorded. The Local Hearing Officer shall take testimony from a traffic infraction enforcement officer and the Petitioner, and may take testimony from others. The Local Hearing Officer shall review the photographic or electronic images or the streaming video made available under s. 316.0083(1)(b)1.b., Fla. Stat., as amended. Formal rules of evidence do not apply, but due process shall be observed and govern the proceedings.

(c) At the conclusion of the hearing, the Local Hearing Officer shall determine whether a violation under s. 316.0083, Fla. Stat., as amended, has occurred, in which case the hearing officer shall uphold or dismiss the violation. The Local Hearing Officer shall issue a final administrative order including the determination and, if the notice of violation is upheld, require the Petitioner to pay the penalty assessed under s. 316.0083(1)(b), Fla. Stat. as amended, and may also require the petitioner to pay municipal costs, not to exceed $250. The final administrative order shall be mailed to the Petitioner by first-class mail.

(d) An aggrieved party may appeal a final administrative order consistent with the process provided under s. 162.11, Fla. Stat.

Section 10. **Implementation**. That the Village Manager shall take any and all action necessary to implement the amended Red Light Camera Safety Program including, but not limited to, the appointment or designation of a Local Hearing Officer(s), and amendment of the Village's agreement with American Traffic Solutions and other service providers to the extent necessary, if any, to comply with Chapter 316; Fla. Stat., as amended though the enactment of HB 7125 (2013).

Section 11. **Clerk Designated**. That the Office of the Village Clerk of Bal Harbour Village is hereby designated as the clerk to the Local Hearing Officer.

Section 12. **Severability**. That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional such decision shall not affect the validity of the remaining

sections, sentences, clauses and phrases of this Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

Section 13. Inclusion in the Code. That it is the intention of the Village Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Bal Harbour Village, that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions, and that the word Ordinance shall be changed to Section or other appropriate word.

Section 14. Savings. That all fines, penalties, fees and costs imposed pursuant to the provisions of Article IV of Chapter 19 of the Village Code, which provisions existed immediately prior to July 1, 2013, are hereby authorized, approved, ratified and confirmed, and shall continue to be due and owing until paid to Village.

Section 15. Effective Date. That following adoption of this Ordinance on second reading, this Ordinance shall be in full force and effect from and after July 1, 2013, except that the provisions of Section 10 of this Ordinance shall be effective immediately upon adoption on second reading.

PASSED AND ADOPTED on first reading this **28th** day of **May**, 2013.

PASSED AND ADOPTED on second reading this _____ day of _____, 2013.

_____
Mayor Jean Rosenfield

ATTEST:

_____
Ellisa Horvath, MMC, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Village Attorney

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

To: Honorable Mayor and Council

From: Jay R. Smith, Interim Village Manager

Date: June 18, 2013

Re: **Ordinance Related to Beach Storage Boxes**

I have been approached by Mr. Juan Arcilla, Managing Partner of the Quarzo Hotel requesting permission on behalf of his hotel to keep a storage box on the public beach. It has been the practice in the past for the Village to allow storage boxes on the beach behind each hotel property.

I have asked the Village Attorney's Office to review the request, and they have prepared this ordinance for consideration which would establish a standardized beach storage box system.

COUNCIL ACTION

Consider the ordinance changes standardizing the use of beach storage boxes.

ORDINANCE NO. _____

AN ORDINANCE OF BAL HARBOUR VILLAGE, FLORIDA, AMENDING CHAPTER 10 "MARINE STRUCTURES, ACTIVITIES AND WAYS," AMENDING ARTICLE II "USE OF PUBLIC BEACHES" TO AMEND SECTION 10-26 "DEFINITIONS" AND TO CREATE SECTION 10-34 "BEACH STORAGE" REGARDING STORAGE WITHIN THE PUBLIC BEACH; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of Bal Harbour Village, Florida ("Village Council") finds it periodically necessary to amend its regulations in order to implement regulatory goals and objectives; and

WHEREAS, Article II "Use of Public Beaches" of Chapter 10 "Marine Structures, Activities and Ways" of the Code of Ordinances ("Code") of Bal Harbour Village sets forth regulations governing use of the Public Beach; and

WHEREAS, the Village Council desires to provide for regulations governing the use of the Public Beach for the storage of beach chairs, umbrellas, towels and similar items intended for use by patrons of a Hotel or Apartment Hotel in their enjoyment of the Public Beach; and

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

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

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:[1]

Section 1. **Recitals Adopted.** That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. **Section 10-26 of the Village Code Amended.** That Article II "Use of Public Beaches", Section 10-26 "Definitions" of Chapter 10 "Marine Structures, Activities and Ways" of the Code of Ordinances of Bal Harbour Village, Florida, is hereby amended to read as follows:

Sec. 10-26. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Beach Storage Box means a transportable, enclosed box which is no larger than eight (8) feet by ten (10) feet in size, and which is used for the storage of beach chairs, umbrellas, towels and similar items intended to be used by guests of a Hotel or Apartment Hotel in their enjoyment of the Public Beach.

* * *

[1] Additions to existing Village Code text are shown by underline; deletions from existing Village Code text are shown by ~~strikethrough~~. Changes between first and second reading are indicated with highlight, and additions between first and second reading are shown in double underline. Deletions between first and second reading are shown in ~~double strikethrough~~.

Section 3. **Section 10-34 of the Village Code Created.** That Section 10-34 "Beach Storage" of Article II "Use of Public Beaches", of Chapter 10 "Marine Structures, Activities and Ways" of the Code of Ordinances of Bal Harbour Village, Florida, is hereby created to read as follows:

Sec. 10-34. Beach Storage.

(a) *Permit required; limitations.* The intent of this section is to allow the limited usage of Beach Storage Boxes on the Public Beach, in order to serve the needs of Hotels and Apartment Hotels, as defined in Section 21-1 of the Code of Ordinances, by providing for the storage of beach chairs, umbrellas, towels and other items used by guests to facilitate their enjoyment of the Public Beach. Placement of a Beach Storage Box on the Public Beach requires a permit from the Village, and shall be governed by the requirements of this section. It shall be unlawful for any person to place or locate a Beach Storage Box within the Public Beach without having first obtained a permit issued pursuant to this section.

(b) *Permit application.* The applicant for a Beach Storage Box shall complete an application on a form provided by the Village Manager.

(c) *Permit issuance.* The Village Manager shall not issue a permit for a Beach Storage Box unless all of the following are met:

1. The applicant has submitted a complete permit application, and the Village Manager has confirmed that the applicant is a Hotel or Apartment Hotel holding a valid Village local business tax receipt;

2. The placement of a Beach Storage Box on the Public Beach shall be permitted only to a Hotel or Apartment Hotel which does not directly abut the Public Beach; and

3. The Village Manager determines that the proposed location and placement of the Beach Storage Box will not interfere with use and enjoyment of the Public Beach, and is otherwise in compliance with this section.

(d) *Maintenance and compliance.* The permittee shall be responsible for operating and maintaining, or causing to be operated and maintained, a Beach Storage Box as follows:

1. Beach Storage Boxes must be placed as far landward as possible, east of the vegetation line, and in a location which otherwise complies with all applicable local and state regulations.

2. Each permittee shall ensure that all equipment is removed from the beach and stored within the Beach Storage Box following sunset each day.

3. Each Beach Storage Box shall be removed from its permitted location by the permittee within 24 hours of the issuance of a tropical storm warning, or a hurricane watch or hurricane warning, by a recognized governmental agency.

4. Beach Storage Boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust, and shall be free of graffiti.

5. Beach Storage Boxes shall be locked or otherwise secured, except during periods that the Beach Storage Box is attended by an agent of the permittee.

6. The name of the licensed permittee, and the contact information of the representative of the permittee responsible for compliance with this section, shall be permanently indicated on each Beach Storage Box.

7. No more than one Beach Storage Box permit shall be issued to any single permittee.

(e) *Term and renewal.* A Beach Storage Box permit issued under this section shall be valid for two (2) years from the date of issuance. The procedure for renewal shall be as follows:

1. No later than thirty (30) days prior to the permit expiration date, the permittee shall file an application for renewal of the permit on a form provided by the Village Manager.

2. The Village Manager shall grant the renewal application upon a finding that all requirements of this section have been met.

(f) *Revocation of permit.* The Village Manager shall have the right to revoke any permit issued pursuant to this section upon violation of any of the requirements of this section, or other requirements of this Code or other laws, or upon a finding that revocation is necessary to protect the public health, safety and welfare. The Village Manager shall provide a written notification to the permittee stating the specific grounds for revocation. Upon revocation, the permittee shall be responsible for removal of the Beach Storage Box within ten (10) calendar days and, if not removed within this time period, the Village may remove the Beach Storage Box at the

permittee's sole cost and expense. The Village may hold the Beach Storage Box for a period of up to 90 days following removal to allow retrieval by its owner, and may thereafter dispose of it.

(g) *Appeal.* An applicant or permittee aggrieved by a decision rendered by the Village Manager in granting or denying an application for a permit under this section, or in revoking or refusing to renew a permit issued pursuant to this section, may appeal the decision to the Village Council. The appeal shall be made by filing a written notice with the Village Clerk no later than ten (10) calendar days after receiving notice of the decision by the Village Manager. The Village Council shall hold a hearing to consider the appeal at a Village Council meeting. If the Village Council denies the appeal, the appellant may seek relief in the Circuit Court for Miami-Dade County, as provided by law.

(h) *Penalties.* Upon determination of a violation of this section, the Village may utilize the procedures established for correction of a violation of the Village Code as set forth in Article V "Code Enforcement" of Chapter 2 "Administration." The permittee who operates a Beach Storage Box in violation of this section may be subject to permit revocation in accordance with subsection (f).

Section 4. **Severability.** That the provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not effect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it

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

Section 5. **Inclusion in the Code.** That it is the intention of the Village Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the Bal Harbour Village; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 6. **Effective Date.** That this Ordinance shall be effective immediately upon adoption on second reading.

PASSED AND ADOPTED on first reading this ____ day of _____, 2013.

PASSED AND ADOPTED on second reading this ___day of _____, 2013.

_____
Mayor Jean Rosenfield

ATTEST:

_____
Ellisa Horvath, MMC, Village Clerk

APPROVED AS TO LEGAL SUFFICIENCY:

_____
Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske

Reviewed and Approved by Village Attorney Johanna M. Lundgren

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

To: Honorable Mayor and Council

From: Jay R. Smith, Interim Village Manager

Date: June 18, 2013

Re: **Request to Authorization Execution of Change Order #2 for Bus Shelter Contract**

We have been presented with Change Order #2 for the Bus Shelter Project. These changes were necessitated by the additional work that needs to be completed, as well as installation issues not anticipated when the original contract was awarded.

As you will recall, at the June 4, 2013 Special Council Meeting, approval was granted to change the paver utilized on the project, which also has resulted in additional fees for installation and work brining the area up to current requirements. A further modification was necessary with the change of the work at the Bellini Bus Stop to a full shelter. Finally, certain changes that were not anticipated during development presented themselves during construction and installation, and needed to be addressed.

I am seeking authorization to execute this Change Order.

COUNCIL ACTION

Consider approving the additional work on the bus shelter project at a cost of $399,304.42.

CHANGE ORDER

Owner:	x
Architect:	x
Contractor:	x
Field:	
Other:	

PROJECT:
Bal Harbour Village Bus Shelter Installation
CONTRACTOR:
Sanchez Arango
8651 NW 70th STreet
Miami, Fl 33166
(305) 592-9252

CHANGE ORDER NUMBER: 2

DATE: 6/03/2013

PROJECT NO: 2012-01

CONTRACT DATE: 01/07/2013

CONTRACT FOR: Bus Shelter Installation on Village of Bal Harbour

The Contract is changed as follows:

WE RESPECTFULLY SUBMIT THE FOLLOWING CHANGE ORDER

ITEM	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL
1	Foundation Demolition , Concrete Work , Core Drill (Credit)	EA	8	-$3,482.00	-$27,856.00
2	New Shelter for Billini (Demolition, Foundation, and 24' Shelter)	EA	1	$50,450.00	$50,450.00
3	New Demolition	EA	8	$8,410.00	$67,275.00
4	Foundation , Concrete Work	EA	8	$12,377.32	$99,018.54
5	Labor & Materials to install Decorative 2" Pavers and allied materials over bus shelter pad.	SF	2475	$31.54*	$78,066.88
6	Labor, equipment, and materials for demolition of 8" concrete sidewalk and pavers	SF	2,500***	$10.00*	$25,000.00
7	Excavate and remove excess fill and grade site to meet ADA guidelines (2% Max Slope)	CY	95***	$300.00*	28,500.00
8	**Supply and Install decorative 2" pavers and allied materials for ADA compliance around bus shelter pad. Pavers will be installed to match existing design and patterns	SF	2,500***	$31.54*	78,850.00
*	The unit cost for these items includes: General Conditions, Maintenance of Traffic, Mobilization and all miscellaneous items pertaining to the scope of work.				
**	This work will be done in two phases to avoid interrupting the sidewalk flow				
***	These are estimated quantities. Each shelter location is unique and may require more or less materials from one location to the other.				
				Total	**$399,304.42**

ORIGINAL CONTRACT	=		**$269,000.00**
CONTRACT CHANGE DUE TO THIS CHANGE ORDER 1			**$39,450.00**
CONTRACT CHANGE DUE TO THIS CHANGE ORDER 2	=		**$399,304.42**
NEW CONTRACT TOTAL INCLUDING THIS CHANGE ORDER	=		**$707,754.42**
SUBSTANTIAL COMPLETION DATE			**07/31/2013**
CONTRACT TIME CHANGE	=	**DAYS**	**60**
REVISED SUBSTANTIAL COMPLETION DATE	=		**08/31/2013**

NOTE:

ARCHITECT
Tgadesign
4649 Ponce De Leon Blvd.
Coral Gables, Fl 33146

BY:

DATE:

CONTRACTOR
Sanchez Arango
8651 NW 70th STreet
Miami, Fl 33166
(305) 592-9252

BY:

DATE:

OWNER
Bal Harbour Village
655-96 ST
Bal Harbour, Fl 33154

BY:

DATE:

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

To: Honorable Mayor and Council

From: Jay R. Smith, Interim Village Manager

Date: June 18, 2013

Re: Discussion of Video Technology Equipment for Council Chamber

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At the Special Council Meeting held on June 4, 2013, I was directed to obtain proposals to present Council Meetings in an online video format, as well as to allow interactive conference capability in the Council Chamber.

I received a proposal from BIS Digital, which we currently use to create audio recordings of our meetings. The video program displays an image of the meeting agenda, as well as opening a window to display video images of the precedings. The agenda may be bookmarked to allow a viewer the option of advancing to a specific section of the recording, or the entire recording may be viewed. BIS Digital also offers a web hosting service which will allow live streaming of the meetings, as well as an archive of earlier meetings.

Because the Village already utilizes the audio program, we would receive a 50% discount on the upgraded software. The complete package is $11,679.50, which also includes installation of two cameras mounted in the Council Chamber and mobile applications for meetings in the Conference Room. As the current laptop computer used for the recordings is nine years old, I would also like to purchase a new laptop device and accessories at an additional cost of approximately $2,500.00.

I have also received a proposal from Sound Performance, which is the company that installed our current sound system in the Council Chamber. Their proposal is for both the video recording, improved sound system, and the interactive meeting presentations, and is at a cost of $25,283.03.

I am seeking direction whether to proceed with video recording or interactive conferencing capability.

COUNCIL ACTION

Consider if Council Meetings should be available visually online, and if you wish to have video conference capability.

BIS Digital

Integrating Excellence™

Business Information Systems, Inc
1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
Phone: (800) 834-7674 • Fax: (877) 858-5611

Date Tuesday, May 21, 2013

Quote Number Q-8006880-5.21.2013

Sales Consultant Jordan Dozier
(800) 834-7674 ext. 4524 / jordan.dozier@bisdigital.com

Primary Contact Jay Smith, City Manager
655 96th Street
Bal Harbour Village, FL 33154
(305) 866-4633
jsmith@balharbour.org (Email)

Billing Address Bal Harbour Village (FL) / A-1001240
655 96th Street
Bal Harbour Village, FL 33154

Shipping Address Same

Users To Train All

Wiring Required Yes

Installation Notes BIS To provide SIT of DCR2 upgrade, Adding of IP Video cameras and Live Streaming and On Demand Web Hosting.

Item	Code	Qty	Unit Price	Total Price
DCR2 Mic Kit (2 Ch) Digital Audio/Video Recording Software w/Word Integration & USB Confrence Microphone Kit	DCR2-2MK	1	$2,280.00	$2,280.00
2ch. DCR Conversion Discount	DCR-CONV-2	1	($997.50)	($997.50)
Courtroom IP Camera	BIS-VC-IP-CR	2	$599.00	$1,198.00
2nd Video Channel for DCR Products	DCR-AOV-2	1	$300.00	$300.00
CAT5e Cable (Plenum) - 1,000ft Roll	BIS-W-CAT5	0.5	$450.00	$225.00
Network Switch w/PoE (8-Port)	BIS-NS-POE-8	1	$499.00	$499.00
Annual Video Web Hosting Subscription (up to 10 Staff members)	WH-VM10	1	$1,800.00	$1,800.00

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Add-on Live Streaming Option on Annual Video Web Hosting Subscription	WH-LSO	1	$1,800.00	$1,800.00
Web Hosting - Custom Portal Design & Implementation	WH-CPD	1	$2,500.00	$2,500.00
Annual DCR Software Assurance	DCR-SAS	1	$300.00	$300.00
Annual DCR On-Site Service & Support (Contract to be issued upon installation)	NMNT-DCR	1	$375.00	$375.00
Setup, Installation and Training	SIT	1	$1,400.00	$1,400.00
			Sales Tax Rate	0%
			Total (Excluding Sales Tax)	$11,679.50

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Minimum Specifications for BIS Digital Recording PC Systems

DCR & DCR 2 Specifications

2/4 Channel Audio Only (Desktop)

- 1 GB RAM *(For Windows XP)* / 2 GB *(For Windows Vista or Windows 7)*
- 120 GB Hard Drive / 8 MB Cache / 7200 RPM
- CD Writer
- 3.0 GHz Intel Pentium 4 / 800 MHz FSB **(Not AMD or Atom / Nano Processors)**
- Ethernet RJ-45 Network Interface
- AGP 8x or PCI-Express 128MB Video Display Card
- USB 2.0 Ports
- Windows XP Professional, Vista For Business Operating System or 7 Professional
- Roxio Easy CD Creator 8 *(Not Necessary with Windows Vista for Business or Windows 7 Professional)*

4/8 Channel Audio or Audio and Video (Desktop)

- 1 GB RAM *(For Windows XP)* / 2 GB *(For Windows Vista or Windows 7)*
- 160 GB Hard Drive / 8 MB Cache / 7200 RPM
- CD Writer (For Audio) or DVD Writer (For Video)
- 2.8 GHz Intel Core 2 Duo **(Not AMD or Atom / Nano Processors)**
- Ethernet RJ-45 Network Interface
- AGP 8x or PCI-Express 128MB Video Display Card
- USB 2.0 Port (x2)
- Windows XP Professional, Vista For Business Operating System or 7 Professional
- Roxio Easy CD Creator 8 *(Not Necessary with Windows Vista for Business or Windows 7 Professional)*
- PCI Slot *(For 8ch. systems only)*

2/4 Channel Audio Only (Portable)

- 1 GB RAM *(For Windows XP)* / 2 GB *(For Windows Vista or Windows 7)*
- 80 GB Hard Drive / 8 MB Cache / 7200 RPM
- CD Writer
- 2.8 GHz Intel Pentium 4 / 800 MHz FSB **(Not AMD or Atom / Nano Processors)**
- Ethernet RJ-45 Network Interfaces
- USB 2.0 Ports
- Windows XP Professional, Vista For Business Operating System or 7 Professional
- Roxio Easy CD Creator 8 *(Not Necessary with Windows Vista for Business or Windows 7 Professional)*

4/8 Channel Audio or Audio and Video (Portable)

- 1 GB RAM *(For Windows XP)* / 2 GB *(For Windows Vista or Windows 7)*
- 120 GB Hard Drive / 8 MB Cache / 7200 RPM
- CD Writer (For Audio) or DVD Writer (For Video)
- 2.8 GHz Intel Core 2 Duo **(Not AMD or Atom / Nano Processors)**
- Ethernet RJ-45 Network Interfaces
- USB 2.0 Ports
- PCMCIA Slot *(For 8ch. systems only)*
- Windows XP Professional, Vista For Business Operating System or 7 Professional
- Roxio Easy CD Creator 8 *(Not Necessary with Windows Vista for Business or Windows 7 Professional)*

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DCR IR

Single Room Application

- 1 GB RAM *(For Windows XP)* / 2 GB *(For Windows Vista or Windows 7)*
- 160 GB Hard Drive / 8 MB Cache / 7200 RPM
- CD Writer (For Audio) or DVD Writer (For Video)
- 2.8 GHz Intel Core 2 Duo **(Not AMD or Atom / Nano Processors)**
- Ethernet RJ-45 Network Interface
- AGP 8x or PCI-Express 128MB Video Display Card
- USB 2.0 Port (x2)
- Windows XP Professional, Vista For Business Operating System or 7 Professional
- Roxio Easy CD Creator 8 *(Not Necessary with Windows Vista for Business or Windows 7 Professional)*
- PCI Slot or PCIe Slot

Multiple Room Application

- 2 GB RAM *(For Windows XP)* / 4 GB *(For Windows Vista or Windows 7)*
- 300 GB Hard Drive / 8 MB Cache / 7200 RPM
- CD Writer (For Audio) or DVD Writer (For Video)
- 2.5 GHz Intel Core 2 Quad **(Not AMD or Atom / Nano Processors)**
- Ethernet RJ-45 Network Interface
- AGP 8x or PCI-Express 128MB Video Display Card
- USB 2.0 Port (x2)
- Windows XP Professional, Vista For Business Operating System or 7 Professional
- Network or USB Mirror Location
- PCI or PCIe slot

Live Stream & On-Demand Requirements

- BIS Digital, Inc. recommends customer can transmit continuous stream of 300kbps or more for optimal performance

All specifications are subject to change without notice. All computers sourced from third parties must first be approved by BIS Digital prior to purchase.

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Business Information Systems, Inc
1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
Phone: (800) 834-7674 • Fax: (877) 858-5611

Order Summary

Date	Tuesday, May 21, 2013
Quote Number	Q-8006880-5.21.2013
Account Name	Bal Harbour Village (FL)
Total (Excluding Sales Tax)	$11,679.50

Terms and Conditions

Effective Period	This proposal is a firm offer for 30 days from quote date Tuesday, May 21, 2013.
Tax Status	Sales tax will be added to invoice unless Tax Exempt Form is on file with BIS Digital.
Payment Terms	**Deposit**: All orders above $5,000 require a 50% deposit. Once the order and deposit is confirmed {received} by BIS Digital, scheduling of the installation / and shipment of goods will occur. **Balance:** The remaining balance is to be paid on the completion of the installation. {delivery of goods at customer site}
Restocking Fee	20% restocking fee will be charged for all cancelled orders
Site Preparation	Customer is required to supply all conduit and cable pulls not listed on this quote. Customer will be responsible for any additional wiring or installation supplies needed during installation.
Training	BIS Digital will provide full training of all system users per agreed training schedule.
Limited Warranty	All BIS supplied new systems (Hardware & Software) are covered for 90 days following date of installation/delivery. Warranty does not cover On-Site Technical Support, Shipping costs, or DCR2 Software upgrades (See Software Assurance below).
Software Assurance	Annual DCR Software Assurance Subscription entitles user to all bug fixes and annual updates for DCR2 Software during the term at a cost of $300 per license/year.
SuiteOne Warranty Agreement	If selected by customer, Live Streaming Media Service & On-Demand Media Content Service shall be provided by SuiteOne Media, Inc., subject to the terms of the separate SuiteOne Media Supplemental Services Agreement incorporated into this Quote upon full execution by the parties. Please refer to the SuiteOne Media Supplemental Services Agreement for additional information regarding this optional service.

This signature and Purchase Order number states acceptance to the above price, terms and conditions, authorizing BIS Digital, Inc. to order, install and bill for the above equipment:

*** Accepted by:** _____ _____

Name Title

_____ _____

Signature Date

*** Accounts Payable Information** *** Required for order to be processed***

A/P Contact: _____ _____

Name Phone Number

_____ _____

Email Address Fax #

Is a Purchase Order required for processing? _____ **P.O #** _____

Live Streaming & Web Hosting

800-834-7674
www.bisdigital.com
sales@bisdigital.com

The Public Demands Open Access To Your Meetings!

With **SuiteView**, BIS makes it Quick, Simple & Affordable

How it Works

SuiteView is a complete video on-demand and live streaming platform designed for municipalities of all sizes. We've integrated our platform with YouTube, the worlds largest video platform.

Why integrate with YouTube?

Integrating with YouTube reduces our costs and allows us to pass those savings directly to you. Even with those savings you don't lose any functionality. We still provide a full-featured solution with everything you need - bookmarks, agendas, minutes, templates, etc. All of this at a price all communities can afford.

Meeting media and files are uploaded to SuiteView platform

Media file is automatically sent to YouTube

Simple Process

The media and files are presented in the custom player portal

Citizens access meeting content and files from the municipality web site

Benefits

- Full Featured and Simple to Use
- Fully Integrated with the SuiteOne Meeting Management System
- Most Affordable Managed Solution Available
- Utilizes the Worlds Largest Video Platform
- Instant Access to Media, Agendas, Minutes, and Supporting Materials
- Higher Viewership Rates among Citizens

Features

- Unlimited Viewers, Bandwidth, and Video Resolution
- Supports High Definition Video
- Supports Mobile Devices
- User Based Security
- Bookmarks for Fast Access
- Agendas, Minutes and Supporting Files
- Meeting and Event Templates
- Auto-schedule Meetings and Events
- Public and Private Media Library
- Analytics and Reporting
- Custom Portal Design
- Advanced Keyword Searching and Filtering
- Personalized Citizen Subscriptions
- 100% Hosted and Managed Solution

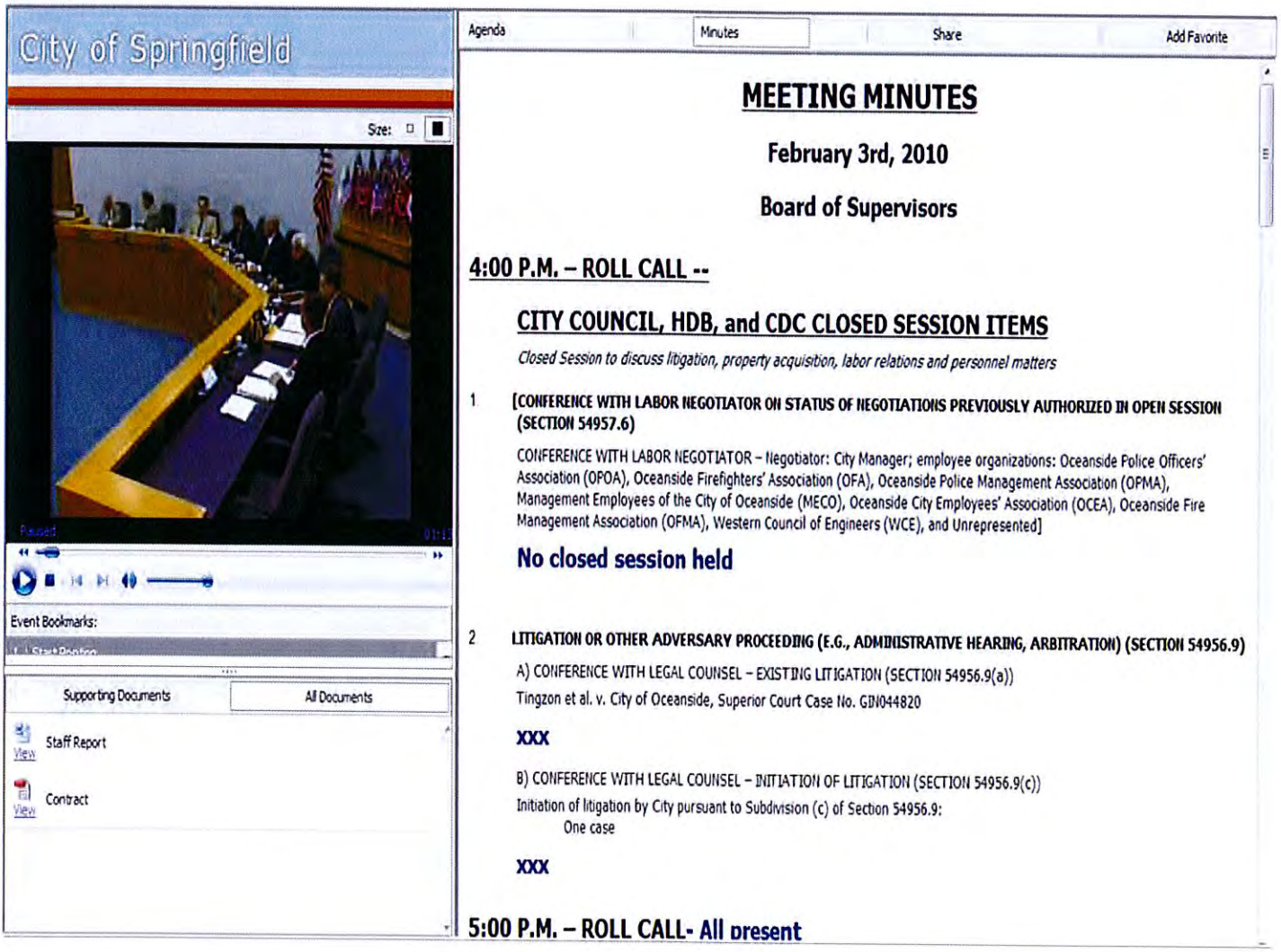
There's even more...

BIS Digital

Integrating Excellence™

SuiteView Features:

- Integrated Microsoft Word™ Toolbar
- Advanced Keyword Searching and Filtering
- Internal Video Player with Stats
- Personalized Citizen Subscriptions
- Video Upload and Bookmark Import from DCR2™
- Event Type Templates and Event Scheduler
- Custom Look and Feel
- System Dashboard and Analytics
- Agendas, Meeting Minutes and Supporting Documents Manager
- Interactive Calendar for Upcoming and On-Demand Events
- Intuitive Video Player with Bookmarks from Minutes and Meeting Documents
- Provides Public Service Advertising opportunities to offset the associated costs of the system



Business Information Systems, Inc
1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
Phone: 954-493-7377• Fax: 954-493-6541

BISDIGITAL

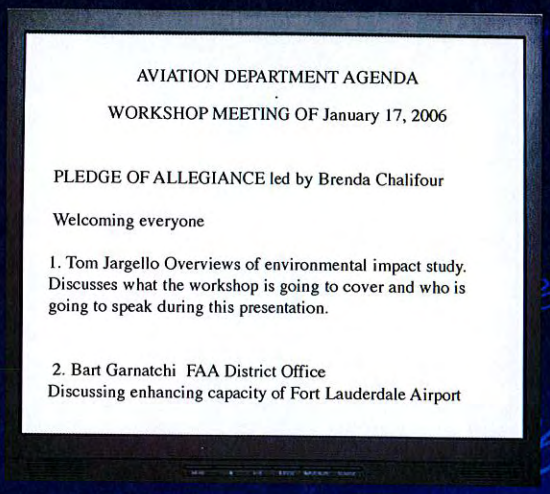
DCR2™ PRODUCT SHEET

THE PERFECT RECORD FOR EVERY MEETING

DCR2™ IS A DIGITAL, AUDIO/VIDEO RECORDING SYSTEM USED TO DOCUMENT THE PROCEEDINGS OF MEETINGS. THE SYSTEM IS IDEALLY SUITED FOR COUNTY COMMISSION, CITY COUNCIL, SCHOOL BOARD, AND ANY OTHER TYPE OF MEETING THAT REQUIRES THE RECORDING OF MINUTES AND/OR THE ABILITY TO CAPTURE A RECORD.

DUAL INTEGRATION FROM WORD TO WEB AS EASY AS 1 - 2 - 3

#1 LOAD Pre-Prepared Microsoft Word Meeting Agenda into DCR2™



AVIATION DEPARTMENT AGENDA

WORKSHOP MEETING OF January 17, 2006

PLEDGE OF ALLEGIANCE led by Brenda Chalifour

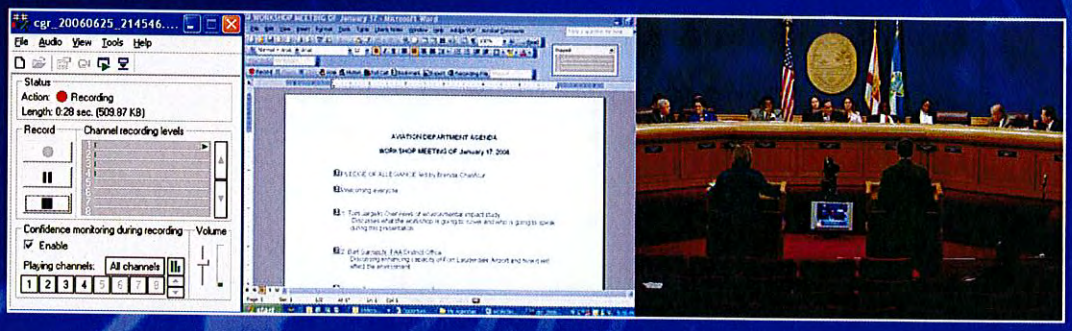
Welcoming everyone

1. Tom Jargello Overviews of environmental impact study. Discusses what the workshop is going to cover and who is going to speak during this presentation.

2. Bart Garnatchi FAA District Office
Discussing enhancing capacity of Fort Lauderdale Airport

#2 RECORD "Live Meeting" with DCR2™

Audio. Notes. Video • DCR2 8 Channel Screen Shot



#3 POST Meeting Agenda with Embedded Audio/Video on Your Website for Public Review

www.bisdigital.com • Phone: 800-834-7674

BIS DIGITAL, INC., 1350 NE 56TH STREET, SUITE 300, FORT LAUDERDALE, FL 33334

FEATURES

- Ability to post meeting minutes immediately on the web
- Ability to link minutes to audio/video for Instant review
- Ability to link agendas to audio/video
- Playback over Web using Microsoft Media Player Software
- Ability to listen to a recording as it is being made
- Associates a sound file with a Microsoft Word document
- Interfaces (i.e. Microsoft Word) to include a roll call, vote results, and motions
- Identifies global participants for your meetings
- Channel names can be assigned and used in place of channel numbers
- Audio level meters show the level of a recording being made
- Synchronizes time between your PC and a digital display clock
- Output to Public Address system for public playback
- Automatically creates back up copy in separate locations and records onto local discs, network disks, and DVDs
- Jump-to-time feature during playback also allows easy navigation within a file
- Playback of recordings in both WAV and ASIO modes
- Listen to any combination of individual channels during play back
- Preserve tone automatically during high-speed playbacks
- Low or no audio recording alarms
- Audible & visual notification for a paused recording
- Fully searchable, with key word, name or item number
- Can be archived both on-line or off-line
- Supports up to 32-channels of recording
- Supports video recording
- Retains the last position in a file when it is closed and restores it when re-opening

HIGHLIGHTS

- DCR™ and DCR2™ are currently installed in over 1,000 customer locations
- Multiple Channels Allow Every Voice to be Heard
- Better Sound Quality with Sound Enhancement Software
- Reduces Costs by Eliminating Duplication of Labor in Agenda/Minute Preparation
- Improves Service to Public by Providing Instant Web Access to Audio/Video Requests

ABOUT BIS

For the past 25 years, BIS has been providing clients with cutting edge recording solutions while maintaining the highest standards of excellence, customer service and support. The ability to integrate computers, networks, microphones, mixers, public address systems, hearing impaired devices with digital recording software and operating system applications makes BIS unique. We provide a total turnkey solution based upon the needs of our users that include planning, installing, training with on-going support and service. We have a solid reputation for fast reliable service and a knowledgeable sales staff. Our service department is available 24 hours a day, seven days a week for remote online support as well as on-site emergency service.

BIS™

Business Information Systems, Inc
1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
Phone: (800) 834-7674 • Fax: (877) 858-5611

SUITEONE MEDIA SUPPLEMENTAL SERVICES AGREEMENT

THIS SUPPLEMENTAL SERVICES AGREEMENT (the "Agreement") between SuiteOne Media, Inc. ("SuiteOne") with its principal place of business at 4815 Ashford, Dunwoody, GA 30356, Business Information Systems, Inc., ("BIS") with its principal place of business at 1350 Northeast 56th Street, Suite 300, Fort Lauderdale, FL 33334, and _____ with its principal place of business at _____ ("Customer") is made effective as of _____ ("Effective Date"). This Agreement is a supplement to the "BIS Agreement" as described in the next paragraph.

BIS CONTROLLING AGREEMENT. The parties acknowledge and agree that this Agreement is supplemental to, made a part of, and incorporated into, that certain "BIS Quote Number _____, dated _____, between BIS and Customer (the "BIS Agreement"). In the case of any inconsistency between the provisions of this Agreement and the BIS Agreement, the provisions of the BIS Agreement shall govern and control (this Agreement and the BIS Agreement may be collectively referred to herein as the "Agreements").

In connection with the delivery of transcription services under the terms of the BIS Agreement, Customer desires to supplement such transcription services and, subject to the terms and conditions of the BIS Agreement, (a) contract with SuiteOne to administer streaming media and media content management services through a Managed Services solution, (b) engage SuiteOne to integrate its software with Client's existing website and (c) utilize the Liberty Meeting Record integration module from SuiteOne.

1. OVERVIEW AND DEFINITIONS

General. This Agreement states the terms and conditions by which SuiteOne will deliver to Customer various services, supplemental and in conjunction with the services provided by BIS under the terms of the BIS Agreement, as described below.

1.1 "Authorized User" means a designated employee or agent of Customer.

1.2 "Authorized Website" means a website owned or operated by or on behalf of Customer, for which SuiteOne has agreed to provide the Technology and various Services.

1.4 "Service(s)" means the specific service(s) provided by SuiteOne, including access to the Technology.

1.5 "Technology" means the SuiteOne Internet based system for streaming media and managing media content, and may include software, and software tools, user interface designs, and documentation, and any derivatives, improvements, enhancements or extensions thereof.

1.5 "Content" means any or all, documents, graphics, video, graphics, audio and other content that is streamed or otherwise transmitted or provided by, or on behalf of customer to SuiteOne.

2. DELIVERY OF SERVICES; TERM; FEES, PAYMENTS

2.1 *Grant of License.* Subject to the terms and conditions of the Agreements, SuiteOne grants to Customer a non-exclusive, non-transferable, limited license to permit Authorized Users of Customer to access and use the Service on the Authorized Website(s) identified in Schedule 1.

2.2 Responsibilities. Customer agrees to (a) maintain the Authorized Website(s) identified in Schedule 1; (b) procure and maintain all hardware, software and telecommunications equipment necessary to access the Service and transmit media content via the Internet; (c) agrees to provide SuiteOne with all information reasonably necessary to setup or establish Service on Customer's behalf; and (d) shall provide and maintain any and all materials necessary to reasonably inform all customers patrons where and when live audio and video streaming will take place at the customer locations.

2.3 *Payment Terms.* Customer shall pay all applicable fees for the Services in accordance with the terms and conditions set forth in the BIS Agreement.

2.4 *Term.* The term of this Agreement shall be coterminous with the term of the BIS Agreement.

3. INTELLECTUAL PROPERTY OWNERSHIP

3.1 *Technology Ownership and Rights.* This Agreement does not transfer to Customer any ownership or proprietary rights in the Technology, and all right, title and interest in and to the Technology will remain solely with SuiteOne.

Business Information Systems, Inc
1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
Phone: (800) 834-7674 • Fax: (877) 858-5611

3.2 *Responsibility for Content.* The Customer shall have sole control and responsibility over the determination which data and information shall be included in the Content that is to be transmitted to SuiteOne. The Customer shall not provide to SuiteOne or allow to be provided to SuiteOne any Content that (a) infringes or violates 3rd parties' Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

3.3 *Content Ownership.* The Customer shall own all right, title, and interest in and to all Content on a worldwide basis, including, without limitation, all Intellectual Property rights relating thereto, all and any content that is transmitted or made available to SuiteOne pursuant to this Agreement. To the extent that any such Content is protected by copyright, such content shall be deemed to be "works for hire" under the copyright laws of the United States.

4. LIMITED WARRANTY

4.1 *Service Level.* SuiteOne will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards including, but not limited to:

1) Maintain Service availability 24 hours a day, 7 days a week,
2) Respond to Customer's requests for support during the hours of 7:00 AM to 7:00PM CT, Monday through Friday and critical support requests 24 hours per day.

4.2 *No Other Warranty.* THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. BIS AND SUITEONE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. BIS AND SUITEONE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

5. LIMITATION OF LIABILITY

5.1 *Damage to Customer.* BIS AND SUITEONE ASSUME NO LIABILITY FOR ANY DAMAGE TO, OR LOSS TO, CUSTOMER RESULTING FROM ANY CAUSE OTHER THAN THE WILLFUL OR RECKLESS MISCONDUCT OF BIS AND OR SUITEONE.

5.2 *Consequential Damages Waiver.* IN NO EVENT SHALL BIS OR SUITEONE BE LIABLE TO CUSTOMER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, OR INTERRUPTION OR LOSS OF SERVICE OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

6. INDEMNIFICATION

6.1 *Indemnification.* Each Party agrees to fully indemnify and hold
harmless the others for any and all costs, liabilities, losses, and expenses (including attorney's fees) resulting from any claim, suit, action, or proceeding brought by any third party arising from a party's (a) breach of any of its obligations or warranties; or (b) negligence or willful misconduct. The liability of BIS and SuiteOne hereunder is collectively expressly limited to the amount received under this Agreement.

7. TERMINATION OR CHANGE ORDER

7.1 *Termination for Cause.* Any party may terminate this Agreement if the other party(ies) breaches any material term or condition of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same. If BIS or SuiteOne terminates for cause, all payments due and owing for the remainder of the Term will immediately be due. If Customer terminates for cause, it shall be entitled to a refund of any prepaid service fees, or fees paid for service not received on a pro-rata basis

7.2 *Termination Without Cause.* Any party may terminate this Agreement without cause providing that the terminating party gives the other party(ies) sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule 1, Customer must pay the balance of the current contracted term. Should BIS or SuiteOne terminate without cause, Customer has no obligation for payment.

Business Information Systems, Inc
1350 NE 56th Street, Suite 300 • Ft. Lauderdale, FL 33334
Phone: (800) 834-7674 • Fax: (877) 858-5611

7.3 *Termination for Bankruptcy.* Any party may terminate this Agreement immediately if (a) the other party(ies) becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (b) the other party(ies) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing.

7.4 *Effect of Termination.* Upon the effective date of expiration, cancellation or termination of this Agreement (a) SuiteOne will immediately cease providing the Service(s); and (b) any and all payment obligations of the Customer through the termination, depending upon cause or without cause, as defined above, will immediately become due; and (c) return or make available all customer content within forty-five (45) days.

7.5 *Survival.* The following provisions will survive any expiration or termination of the Agreement: Sections 3 (Intellectual Property Ownership), 5 (Limitation of Liability), 6 (Indemnification), 9 (Confidentiality) and 10 (Miscellaneous).

8. USE

8.1 *Acceptable Use.* Customer represents and warrants that the Technology and Services will only be used for lawful purposes, and in accordance with reasonable operating rules policies, terms and conditions and procedures.

8.2 *Restrictions on Use.* Customer represents and warrants that Customer and its Authorized Users will not (a) sell, lease, distribute, license or sublicense the Technology or Services; (b) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Technology or Services in any way for any reason; (c) provide, disclose, divulge or make available to, or permit use of the Technology or Services by, any third party; (d) copy or reproduce all or any part of the Technology or Services (except as expressly provided for herein); (e) interfere, or attempt to interfere, with the Technology or Services in any way; (f) introduce into or transmit through the Technology or Services any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design; (g) remove, obscure or alter any copyright notice, trademarks, logos or other proprietary rights notices affixed to or contained within the Technology or Services; or (h) engage in or allow any action involving the Technology or Services that is inconsistent with the terms and conditions of this Agreement.

8.3 *Withdrawal of Access.* BIS and/or SuiteOne may, upon misuse of the program, misconduct, security breaches or grossly improper use of the Customer data, instruct Customer to terminate access to any Authorized User or individual and Customer agrees to promptly comply with such instruction.

9. CONFIDENTIALITY

9.1 *SuiteOne Information.* Customer acknowledges that the Technology and Services contain valuable trade secrets, which are the sole property of SuiteOne, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets. Customer will take all reasonable steps to prevent the unauthorized access to the Technology and Services.

9.2 *Customer Information.* BIS and SuiteOne acknowledge that Customer's database may contain valuable trade secrets, which are the sole property of Customer. To the extent that BIS and/or SuiteOne becomes aware of the content of a Customer database, BIS and SuiteOne agree to use reasonable care to prevent other parties from learning of these trade secrets; provided BIS and SuiteOne may disclose such trade secrets to affiliates, agents and other third parties, including counsel and regulators, on a need-to-know basis, so long as such parties agree to maintain the confidentiality of such information.

9.3 *Exceptions.* The obligations of this Section 9 shall not apply to any information that (a) is now, or hereafter becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available; (b) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (c) is hereafter furnished to the Receiver by a third party, as a matter of right and without restriction on disclosure; (d) is independently developed by the Receiver without reference to or use of the disclosing party's information; or (e) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

10. MISCELLANEOUS PROVISIONS

10.1 *Force Majeure.* None of BIS, SuiteOne, their suppliers nor Customer will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of BIS or SuiteOne), provided that the delayed party: (a) gives the other party(ies) prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If SuiteOne is unable to provide Service(s) for a period of thirty (30) consecutive days as a result of a continuing force majeure event, Customer may cancel the Service(s) without penalty.

Business Information Systems, Inc
1350 NE 56th Street, Suite 300 ▪ Ft. Lauderdale, FL 33334
Phone: (800) 834-7674 ▪ Fax: (877) 858-5611

10.2 *Governing Law.* This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Florida.

10.3 *Severability.* In the event any provision of this Agreement is held to be contrary to the law, the remaining provisions of this Agreement will remain in full force and effect.

10.4 *Assignment.* BIS and/or SuiteOne may assign their rights and obligations under this Agreement, in whole or in part, to any entity, including their supplier(s). Customer may not assign this Agreement, in whole or in part, without the prior written consent of BIS and of SuiteOne, which consents will not be unreasonably withheld.

10.5 *Notice.* Any notice or communication required or permitted to be given hereunder shall be made in writing and may be delivered by hand, deposited with an overnight courier, sent by email, conformed facsimile, or mailed by registered or certified mail, receipt requested, postage prepaid. Such notices shall be deemed made when delivered to the applicable party's representative as provided in this Agreement.

10.6 *Relationship of Parties.* BIS, SuiteOne and Customer are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between BIS and SuiteOne and Customer. None of BIS, SuiteOne nor Customer will have the power to bind the others or incur obligations on the others' behalf without the other party(ies) prior written consent(s), except as otherwise expressly provided within.

10.7 *Waiver.* The waiver or failure of any party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

10.8 *Entire Agreement; Counterparts; Originals.* This Agreement including all documents incorporated herein by reference constitutes the complete and exclusive agreement between the parties with respect to the subject matter hereof.

11. ACCEPTANCE

Authorized representatives of Customer, BIS and SuiteOne have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

SuiteOne Media, Inc.

Signature: _____

Print Name: Doug Shumway

Title: Chief Operating Officer

Date: _____

Business Information Systems, Inc.

Signature: _____

Print Name: Steve Coldren

Title: President

Date: _____

PHONE: 305/446-8055
FAX: 305/446-0523

SOUND PERFORMANCE
ENGINEERED SOUND AND INSTALLATION

4030 AURORA STREET
CORAL GABLES, FL 33146
www.soundperformance.com

Dear Jay,

Enclosed is a rough design based on a somewhat open request for a cutting edge State of the Art A/V package for the City Hall Council Chambers. I have done my best to use most of your existing products though there are items that when updated will provide additional features that I think you will want when I considered what you said had about the system's use and requirements for recording events and state of the art features.

I wanted to give you a rough estimate of what it would take to bring this Facility up to today's technology to have all the cutting edge extras. Some items may still be missing pending our review and walk through whenever we can get to that.

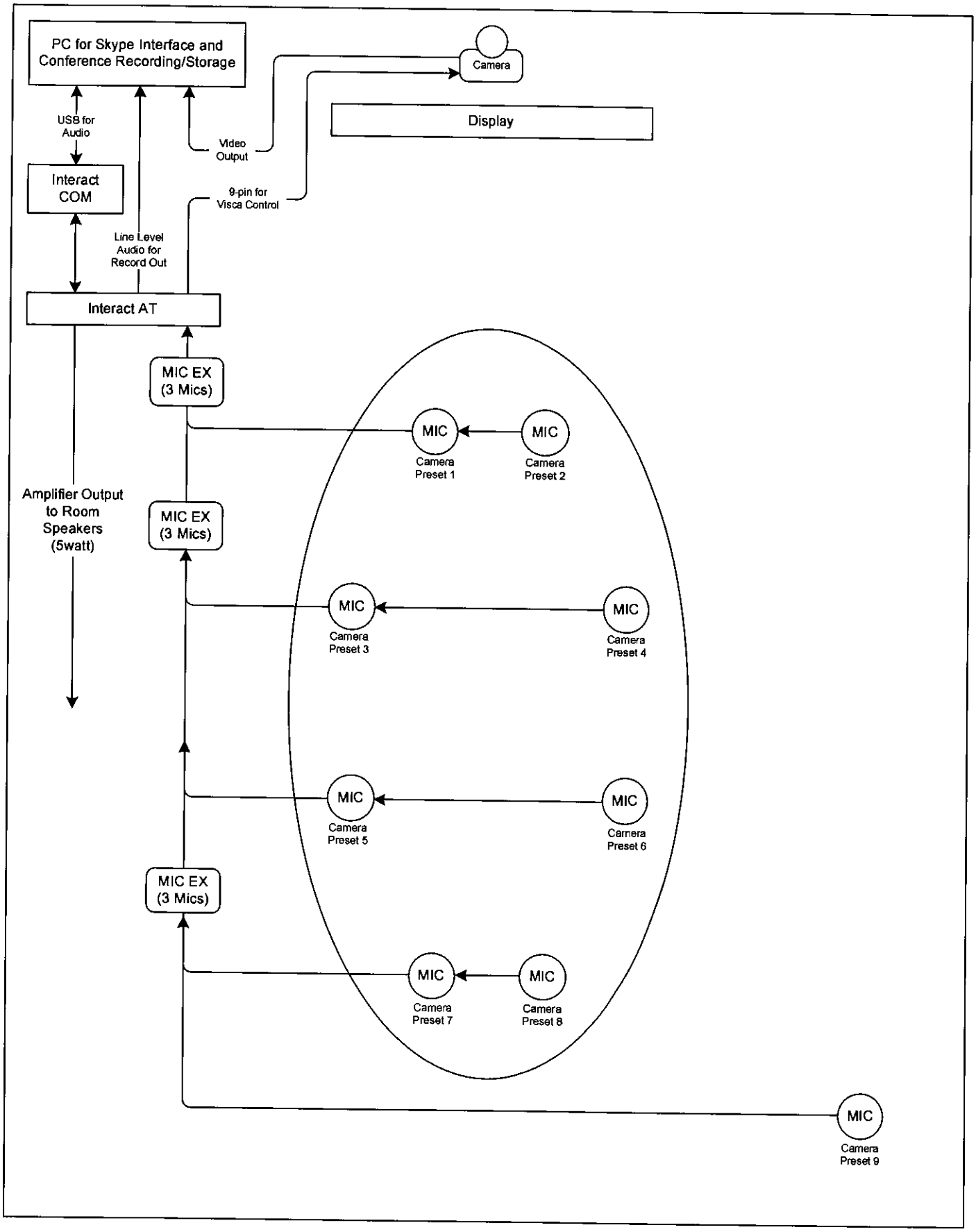
The Interact AT has 9 Mic inputs, 2 Line Inputs and a 9-pin Din connector for controlling a Visca style Camera (pg 30 of the attached Manual explains the Camera Tracking). With the Interact AT unit you can assign a Preset Camera angle for ALL 9 Microphones attached to the unit. The Interact COM device allows for the USB connectivity from a PC in the Room for Skype type connectivity.

The camera has 12 presets to feature each council person individually during recording. We have enclosed a PDF for you to get an over view of possibilities for the systems usage.

Based on the total design using mostly new merchandise we estimate to fall in the price range of $25,000.

Please contact me after your review, I'll be happy to meet with you.

Stan Beran


PC for Skype Interface and Conference Recording/Storage
Camera
Display
USB for Audio
Video Output
Interact COM
9-pin for Visca Control
Line Level Audio for Record Out
Interact AT
MIC EX (3 Mics)
MIC
Camera Preset 1
MIC
Camera Preset 2
Amplifier Output to Room Speakers (5watt)
MIC EX (3 Mics)
MIC
Camera Preset 3
MIC
Camera Preset 4
MIC
Camera Preset 5
MIC
Camera Preset 6
MIC EX (3 Mics)
MIC
Camera Preset 7
MIC
Camera Preset 8
MIC
Camera Preset 9

Estimate

Date	Estimate #
6/4/2013	230

Sound Performance, Inc.
4030 Aurora Street
Coral Gables, FL 33146

Name / Address
Bal Harbor Village City Hall 655 96 Street Miami Beach, Fl 33154 Att: Jay Smith

Terms	Contact
Due Upon Receipt	

Qty	Description	Rate	Total
1	8 channel AEC microphone mixer. DSP with 8 Mic/Line inputs, 4 Line inputs, 12 Line outputs.	5,445.00	5,445.00T
1	8 channel AEC input-only microphone expansion mixer. DSP with 8 Mic/Line inputs, 4 Line inputs.	4,350.00	4,350.00T
1	2 x 200 watts for zones that require a lot of power. Connecting a single AMP2200 to a SpeakerLinX EIM connection will give that zone 200 watts per channel or 600 watts bridged.	898.00	898.00T
1	IP Based audio codec controller - 2 channel analog and digital S/PDIF input/output with built in IR receiver, 6 IR outputs, 2 IR inputs, 1 RS-232 port, 6 GPIO ports 3in/3out built-in web server - (No amplifier, Pre-amp output only) Compatible with NS-AMP2200 or other brands for amplification. 1U rack mount.	1,625.00	1,625.00T
1	40 watts local plug-in power supply for devices without amplifiers. Includes US Power adapter only.	95.00	95.00T
1	Collaborate HD/FHD PTZ Camera - HD/FHD PTZ Camera 18x - 1080p 30fps	2,299.00	2,299.00T
1	Labor and Installation	5,000.00	5,000.00T
1	Wire and Cable	2,000.00	2,000.00
1	Programming	1,500.00	1,500.00T
1	Engineering Proposal Fee	650.00	650.00T
		6.50%	1,421.03

Total	$25,283.03

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

To: Honorable Mayor and Council

From: Jay R. Smith, Interim Village Manager

Date: June 18, 2013

Re: **Request for Authorization to Execute an Interlocal Agreement with Miami-Dade County related to the Sand Transfer Operation**

As you will recall, the Village has been in the development phase of creating a sand transfer operation (also referred to as a sand transfer station). At the December 2012 meeting, approval was granted for Coastal Systems International to continue the engineering work related to this project.

As a part of the project, the Village is being asked to enter into an Interlocal Agreement with Miami-Dade County. The Agreement identifies the various responsibilities of the project. A number of responsibilities fall under the Village in this Agreement, including:

- Completion of applicable reporting documents to the various entities involved;
- Identifying and applying for additional external funding;
- Paying all costs of the project not funded by other entities;
- Fund and secure all required permits (this includes paying Miami-Dade County's share of any permits required by Miami-Dade County); and
- Oversee bidding and administration of the project.

Tim Blankenship from Coastal Construction will be in attendance at the Council Meeting to answer any questions related to the agreements or the Sand Transfer Project. Kevin Asher from Miami-Dade County will also be in attendance to discuss this project.

I am seeking Village Council authorization to execute this agreement.

COUNCIL ACTION

Consider authorization of execution of Interlocal Agreement with Miami-Dade related to the Sand Transfer Operation.

INTERLOCAL AGREEMENT BETWEEN BAL HARBOUR VILLAGE AND MIAMI-DADE COUNTY ESTABLISHING LOCAL COST SHARING COMMITMENTS AND PROJECT IMPLEMENTATION RESPONSIBILITIES FOR THE HAULOVER INLET SAND BYPASS AND JETTY RECONFIGURATION PROJECT

This Interlocal Agreement (the "Agreement") is made and entered into this ___ day of _____, 2013, by and between Miami-Dade County (the "County") and Bal Harbour Village (the "Village"):

WHEREAS, the County serves as the local sponsor for all federal beach renourishment activities within the County and serves to coordinate all erosion control activities associated with maintaining the viability of the County's beachfront; and

WHEREAS, the County conducts regular beach surveys, environmental monitoring and other associated tasks to plan and implement beach erosion control and mitigation activities; and

WHEREAS, the Village and County recognize the need to take steps to mitigate the beach erosion occurring within the Village as result of the downdrift effects of the Haulover Inlet; and

WHEREAS, the Village and County have identified the transfer of sand from an area north of the north Haulover Inlet jetty to the Village beaches ("Sand Bypass") as one effective method of mitigating the beach erosion experienced within the Village; and

WHEREAS, the Village and County recognize that the reconfiguration of the Haulover Inlet Jetty to create a sand trap (the "Jetty Reconfiguration") combined with periodic bypassing of accumulated sand from the north (updrift) side of the Inlet to the south (downdrift) side of the Haulover Inlet will mitigate the downdrift Inlet effects experienced within the Village; and

WHEREAS, the Village and County wish to collaborate on the completion of both the Sand Bypass and Jetty Reconfiguration (collectively, the "Project"); and

WHEREAS, the initial Sand Bypass may be conducted simultaneously or in sequence with the Jetty Reconfiguration, depending on funding availability, permit authorizations, and other related factors; and

WHEREAS, the purpose of this Agreement is to set out the responsibilities of both the County and the Village for construction and maintenance of the Project.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the parties hereby agree as follows:

Section 1. Definitions.

A) **Agreement** shall mean this document, including any written amendments hereto and other written documents or parts thereof, which are expressly incorporated herein by reference.

B) **Consultant** shall include Coastal Systems International, Inc. as well as other third party contractors engaged by the Village for the purpose of completing the Project.

C) **County** shall mean Miami-Dade County, by and through the Regulatory and Economic Resources Department and the Park, Recreation and Open Spaces Department.

D) **Village** shall mean Bal Harbour Village, Florida.

E) **Project Phase** shall mean and include each of the following: completion of the initial sand bypass event, subsequent maintenance sand bypass events, jetty reconfiguration, jetty modifications, completion of required physical monitoring, completion of required biological monitoring.

F) **LGFR** shall mean the Local Government Funding Request submitted to the State of Florida to request funding in accordance with 62B-36 F.A.C. Beach Management Funding Assistance Program. The Beach Management Funding Assistance Program specifies, at the time of this Agreement, that inlet bypass activities qualify for up to seventy-five percent (75%) State cost share.

G) **Local Cost Share** shall mean any portion of the Project costs not funded by the State Beach Management Funding Assistance Program.

H) **Supplemental Funding** shall mean any non-Beach Management Funding Assistance Program funding ("BMFA Funds") awarded to offset Project implementation costs. Supplemental Funding shall include, but not be limited to, funds from the Florida Inland Navigation District (FIND).

I) **Jetty Reconfiguration** shall mean modifications to the shore perpendicular structure immediately north of Baker's Haulover Inlet to create a sand trap to minimize the volume of sand lost to the ebb and flood shoals. The modified structure shall include a concrete cap, similar to the one present on the south jetty, to facilitate public access for fishing and leisure activities. The reconfigured jetty shall be designed to include a connection point near its terminus to facilitate future connection by others to a fishing pier. The County and the Village understand that it is the intent of the Park, Recreation and Open Spaces Department to incorporate the reconfigured jetty into their future plans for the relocated Haulover Park Fishing Pier, to be designed, permitted, and constructed, by others.

Section 2. Responsibilities of the County.

A) To the extent the County identifies and allocates County funds for its Local Cost Share of each Project Phase, the Local Cost Share percentage provided by the County for the initial Sand Bypass event and construction of the Jetty Reconfiguration shall not exceed Fifty Percent (50%) or One Million Two Hundred Fifty Thousand Dollars ($1,250,000), based on an estimated construction cost of Two Million Five Hundred Thousand Dollars ($2,500,000). The County's contribution of Local Cost Share shall be made in actual funds and not in-kind services. Any funds contributed by the

County towards the Local Cost Share shall be applied to Project related costs incurred by the Village, which are not eligible for reimbursement under the Beach Management Funding Assistance Program. In the event that the Village and/or County are awarded supplemental funding towards completion of the Project, such Supplemental Funding shall be utilized to reduce fiscal responsibility for payment of the Local Cost Share proportionately between the Village and County.

B) County shall review and approve initial Project design plans and serve as Applicant and Permittee for all environmental regulatory permits, including County, State, and Federal permits and associated modifications necessary for completion of all Project Phases.

C) Nothing in this Agreement shall be construed as obligating the County to identify and allocate funding to contribute to the Local Cost Share required for the implementation of each Project Phase.

D) County shall submit a LGFR to the Florida Department of Environmental Protection ("DEP") Beach Management Funding Assistance Program each year, in accordance with Section 62B-36 F.A.C. and respond to any DEP requests for additional information. County shall enter into any contracts proffered by the State for disbursements of BMFA Funds and disburse payments to the Village upon receipt from the DEP. County shall submit requests for payment to the DEP upon receipt of such request and supporting documentation by the Village. County shall submit timely quarterly reports documenting Project progress to the DEP, whether work has commenced or not, as required to obtain additional Project eligibility points from DEP.

E) County shall coordinate requests to the Regulatory and Economic Resources Department to have permit application fees waived for each Project Phase.

Section 3. Responsibilities of the Village.

A) Village shall provide draft quarterly reports to the County for submittal to the DEP Beach Management Funding Assistance Program, whether work has commenced or not, as required to obtain additional Project eligibility points from DEP. Village shall provide receipts for eligible consulting services and construction costs to the County for submittal to the DEP with requests for reimbursement.

B) Village shall apply for funds from the Florida Inland Navigation District to contribute to all eligible Project costs, including initial design and permitting, as well as Project construction events.

C) Village shall identify and apply for any available Supplemental Funding for the Project.

inspection of Project work and acceptance that Project work was completed in substantial accordance with the bid, the Village shall provide original invoices to the County for all eligible charges incurred by the Village in connection with completion of that phase of the Project. The County shall reimburse to the Village the agreed upon portion of the Local Cost Share within thirty (30) days of receipt of original invoices. The County shall not be required to reimburse the Village for any amount in excess of the County's total allocation for its Local Cost Share, to the extent the County makes any such allocation.

Section 6. Contingency.

This Agreement is contingent upon the availability of County and Village funds and is subject to amendment or termination due to a shortfall in available funding, a reduction in funding, and/or a change in regulations governing Project activities. In the event that this Agreement is terminated in accordance with Section 10 following the County identification and allocation of funding for its share of the Local Cost Share of the Project, the County shall pay to the Village, consistent with this Agreement, its proportionate share of Local Share Costs for all Project costs incurred prior to the effective date of the Termination.

Section 7. Project Modification.

Future Project design modifications must be approved in writing by both the County and Village.

Section 8. Liability and Indemnification.

To the extent permitted and limited by Florida Statute 728.28, each party agrees to indemnify, defend and save harmless the other, their appointed boards and commissions, officials, officers, employees, individually and collectively from any and all losses, claims, suits, demands, expenses, subrogations, or actions of any kind resulting from all personal injury, including bodily injury and death, and property damage occasioned during the term of this Agreement for execution or performance of the terms of this Agreement. However, the parties do not and shall not be deemed to have given any indemnification for damages arising out of any such injury or damage to persons or property caused by or resulting from the negligence of the other party hereto or any of its officers, agents or employees if applicable.

Section 9. Amendment of the Agreement.

This Agreement may be amended upon the mutual written assent of both parties. All amendments to this Agreement must be made in writing and properly executed by both the County and Village.

Section 10. Termination.

This Agreement may be terminated without cause and for the convenience of either party, upon sixty (60) days prior written notice. In the event that this Agreement is terminated in following the County identification and allocation of funding for its share of the Local Cost Share of the

Project, the County shall pay to the Village, consistent with this Agreement, its proportionate share of Local Share Costs for all Project costs incurred prior to the effective date of the Termination.

Section 11. Notices.

All notices required or permitted to be given under the terms of this Agreement by either party to the other shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the parties, addressed as follows:

For Village:

Jay Smith, Interim Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, Florida 33154
(305) 866-4633
manager@balharbourflorida.com

For County:

Lee Hefty, Assistant Director
Division of Environmental Resources Management
Regulatory and Economic Resources Department
Miami-Dade County
701 NW 1st Court
Miami, FL 33136
(305) 372-6750
heftyl@miamidade.gov

Jack Kardys, Director
Parks, Recreation and Open Spaces Department
Miami-Dade County
275 NW 2 Street, 5 FL
Miami, FL 33128
Kardys@miamidade.gov

Section 12. County Default.

The failure of the County to substantially fulfill any material obligation in accordance with this Agreement, unless justified by force majeure, shall constitute a "County Default." If a County Default should occur, the Village shall have the following rights and remedies, which it may exercise individually or in combination:

1) The right to declare this Agreement together with all rights granted to the County hereunder terminated, effective upon such date designated by the Village.

2) Any and all rights provided under Federal laws and the laws of the State of Florida.

Section 13. Village Default.

The failure of the Village to substantially fulfill any of its material obligations in accordance with this Agreement, unless justified by force majeure, shall constitute a "Village Default." In the event of a Village Default, the County shall have the following rights and remedies, which it may exercise singularly or in combination:

1) The right to declare this Agreement together will all rights granted to the Village hereunder terminated, except the right to reimbursement for all costs incurred or irrevocable commitments made prior to the effective date of termination.

2) Any and all rights provided under Federal law and the laws of the State of Florida.

Section 14. Time is of the Essence.

It is mutually agreed that time is of the essence in the performance of all terms and conditions to be met and performed pursuant to this Agreement.

Section 15. Governing Law; Venue

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising from this Agreement shall be Miami-Dade County, Florida or the United States District Court for the Southern District of Florida in Miami-Dade County. The parties hereby waive any right to trial by jury in the event of any litigation between the parties arising hereunder.

Section 16. Nondiscrimination.

Each party agrees that it shall not discriminate against any person due to their sex, race, color, creed, national origin, age, handicap, sexual orientation, or marital status in connection with its performance under this Agreement.

Section 17. Severability.

The invalidity of any portion, article paragraph or provision or clause of this Agreement or extensions thereof, shall not affect the validity of the remaining provisions of the Agreement, provided that the material purpose of the Agreement can be determined and effectuated.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

ATTEST:

_____
County Clerk

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

By: _____
Assistant County Attorney

FOR THE COUNTY:

Miami-Dade County,
A political subdivision of the State of Florida

By its Board of County Commissioners

By: _____
County Mayor

Date Executed: _____

ATTEST:

By: _____
Ellisa L. Horvath, MMC
Village Clerk

Approved as to Form and Legal Sufficiency

By: _____
Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
Reviewed and Approved by Village Attorney Matthew Pearl

FOR THE VILLAGE:

Bal Harbour Village
A municipal corporation of the State of Florida

By: _____
Jay R. Smith
Interim Village Manager

Date Executed: _____

Bal Harbour Village
Residential Solid Waste, Bulk Waste and Recycling Collection Services

Service Agreement Deficiencies – Status of Corrective Action

Prepared by:

Pro Resource Solutions LLC

As of:

June 11, 2013

Summary

Bal Harbour Village, hereafter known as the Village entered into a Service Agreement with Choice Environmental Services of Broward Inc., hereafter known as the Contractor, on April 27, 2012 for Residential Solid Waste, Bulk Waste and Recycling Collection and Disposal Services.

Over the last few months the Village received communications from concerned residents and residential management companies concerning the Residential Solid Waste, Bulk Waste and Recycling Collection Services. The Contractor had addressed a few of the issues but did not address all of the issues in a timely manner.

On May 28, 2013, the Bal Harbour Village Council directed the Interim Village Manager to notify the Contractor as to the deficiencies in service. This notice was delivered on June 5, 2013.

On June 5, 2013 the Village Interim Manager and the Village Consultant met with the Contractor representatives; Damian Ribar, Area Manager and Carlos Mangual, Division Manager. During the meeting Mr. Ribar expressed his apologies to the Village Council, Interim Manager and the Residents for any service issues that were not resolved. Additionally, the Contractor made a commitment to the Village Interim Manager to immediately cure the service issues described in the June 5th letter.

Below are the issues, the actions of the contractor and the status of the service deficiencies:

1. **Issue: Hours of Collection-** It has been observed that the Contractor performs Residential Services extending until 4 pm or 5 pm. The Village Manager has not received a written request to extend the hours of collection.
   Status- Over the last few weeks the Contractor has commenced collections at 8:30am to assure completion of the collection process by 1pm. As of June 4, 2013 the Contractor added a separate recycling truck to minimize the total collection time on Tuesdays. The Contractor is currently reporting their daily route completion time to the Village Manager.

2. **Issue: The Routing of the Oceanfront Schedules and Routes to the Village.** The containerized collections from the Oceanfront units need to be closely coordinated with the building staff as these containers are often stored inside the building and need to be transported to the loading dock for collection. In some cases the containers are transported and remain in the driveway until they are emptied by the Contractor. Any delay in collection results in conditions that are unsafe, unsightly, disturbing and create additional traffic congestion in the building loading dock and driveway.
   Status- The Contractor enhanced the collection routing to provide consistent collection times that increase the efficiency of the Oceanfront building operations and minimize the overall collection times. On June 7 & 11, 2013 we spoke with a representative of each of the Oceanfront properties and they recognized the improved collection times and consistency. The Oceanfront collections are generally completed before 10:30am.

3. **Residential Oceanfront Containerized Solid Waste Collection Service.** The Contractor provides Residential Oceanfront Containerized Solid Waste Collection Service to the The Bal Harbour Towers and Bellini on Monday, Wednesday and Fridays only. The Village is not aware of a request for change in service level.
   Status- The Contractor is now providing seven day a week service to the Bal Harbour Towers and Bellini. In the June 5th meeting with Choice we reviewed a Contractor provided printout of their routing system that showed Bellini is routed and scheduled for seven day a week service. We verified with a Towers and Bellini representative the Contractor has been there every day since June 6.

4. **Missed Collections-** Concerned residents have reported missed collections. The Village has not been notified of any situations that prevent or hinder collection on any premises.
   Status- The Village Interim Manager has not received any recent complaints for missed collections.

5. **Comingling of Recyclable Materials**-Concerned Residents and building managers have reported comingling of waste and recyclable material.
   Status- Contactor has added a separate recycling truck to eliminate the perception of comingling waste and recycling. Additionally, the contactor has been extremely responsive to the needs of the Village residents and delivered an additional 29 recycling carts within 24 hours of request.

6. **Recyclable Materials Collections**-The Contractor is not collecting recyclable materials from all residential service units. Some Oceanfront containerized service units comingle their recycling and solid waste and therefore do not set out recyclables. Because of this history, the truck skips the stop.
   Status- Contactor has added a separate recycling truck, provided recycling carts and has committed to collecting from each property. The Contractor has also committed to providing public awareness training and additional carts as needed for the entire Village. The Contractor is working on preparing Public Awareness Brochures and programs to enhance recycling participation. These programs should include accepted recyclable materials to be diverted from the landfill as well as a process to deal with HHW (household hazardous waste).

7. **Container Repairs-** Oceanfront Property Bal Harbor Palace requested Contractor re-paint waste container prior to May 7, and as of May 31th still have not received back.
   Status- On June 7, 2013 we confirmed with Carmelo from the Bellini that the Contractor returned the repaired container on approximately June 3, 2013.

8. **Contractor Contact Information**-The contractor had a change of supervisory personnel and has not provided updated contact information (cell number) for a representative that is familiar with the Village. Additionally the Contractor should provide the Village residents a procedure to report service requests & issues. Contractor should provide a report or log to the Village Manager or designated person that tracks the time and date of all service requests, responses and resolutions relating to services provide in service agreement.
   Status- On June 5, 2013 we met with Carlos Mangual the Division Manager with Choice. Mr. Mangual provided an ample supply of business cards to be distributed to residents as needed. Going forward the Village Interim Manager requested all resident requests or issues go through the Village receptionist and then forwarded to Mr. Mangual or his designated representative.

Conclusion

Since our June 5th meeting, we were impressed with the responsiveness of the Choice Management and Collection team. They responded to every service request of the Village Interim Manager and Village Consultant with a sense of urgency. On June 7 and on June 11 we meet with a representative from each of the Oceanfront properties and they expressed their satisfaction with the service quality. We did not have the opportunity to meet with representatives from the West-side or residential section as they do not have full-time staff. We did have the opportunity on June 10 to speak with a concerned resident of 10160 Collins Avenue. We communicated her concerns to the contractor and on June 11 we observed the contractor corrected the issue.

It should be noted, this report provides a status of the Contractor provided services as of this date. Going forward there should be open lines of communication between the Residents, Village Administration and the contractor. Periodically, the Village Administration should meet with the Contractors division manager to discuss any service issues and discuss way to improve the services to the residents.

We are available to answer any comments, questions or concerns regarding the issues outlined above or any other issues related to the Residential Solid Waste, Bulk Waste and Recycling Collection Services. We also would welcome the opportunity to provide consulting or project management services as needed.

Respectfully,
Pro Resource Solutions LLC

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

To: Honorable Mayor and Council

From: Jay R. Smith, Interim Village Manager

Date: June 18, 2013

Re: **Discussion of Upcoming Meeting Dates**

Over the coming months, there are several meetings which require scheduling, or conflicting meetings which need to be rescheduled. These meetings are as follows:

July Village Council Meeting

The July Council Meeting is scheduled for July 16, 2013, which is at the end of a religious holiday. To avoid a conflict, **I would suggest that the meeting be rescheduled for Thursday, July 18, 2013 at 7 p.m.**

August Budget Workshop/August Council Meeting

The Budget Committee has proposed having a Village Council Budget Workshop Meeting on Tuesday, August 20, 2013 at 7 p.m. This is the third Tuesday of the month, and might be the night of a Council Meeting; however the Village Code does allow the Council to opt not to hold a meeting during the month of August. **I would propose that the Budget Workshop be held on August 20, 2013, and that the Village Council meeting be cancelled. Should pressing matters require Council action during the month of August, a Special Meeting could be called by the Mayor, in consultation with the Village Manager. This might also include a Special Council Meeting/Workshop related to the Village Manager search.**

Budget Hearings

We need to schedule the two Budget Hearings during the month of September. These hearings must be held after 5 p.m., and not on the same dates as the Budget Hearings of the Miami-Dade County School Board and Miami-Dade County Commission. It is also necessary to eliminate Labor Day and the religious High Holidays. **With these factors in mind, the Finance Director has suggested that the First Budget Hearing be held at 5:01 p.m. on Thursday, September 12, 2013, and the Second Budget Hearing be held 5:01 p.m. on Monday, September 23, 2013. We can then schedule the Regular September Council Meeting to follow the Second Budget Hearing.**

I am seeking direction with regard to these meetings.

COUNCIL ACTION

Consider dates for upcoming Council meetings.

BAL HARBOUR
FLORIDA'S PARADISE

MEMORANDUM

TO: HONORABLE MAYOR AND COUNCIL

FROM: ELLISA L. HORVATH, MMC, VILLAGE CLERK

DATE: JUNE 14, 2013

RE: LOBBYIST REGISTRATION REPORT

In compliance with Village Code Section 2-301 (Lobbyists), please be advised that the following are currently registered with the Village as Lobbyists:

Name of Lobbyist	Principal Represented
Stanley F. Whitman	Bal Harbour Shops, LLLP
Randall A. Whitman	Bal Harbour Shops, LLLP
Matthew W. Lazenby	Bal Harbour Shops, LLLP
John K. Shubin Shubin & Bass	Bal Harbour Shops, LLLP
Amy E. Huber Shubin & Bass	Bal Harbour Shops, LLLP
Henry Fandrei Fandrei Consulting	Bal Harbour Shops, LLLP
Bernard Zyscovich Zyscovich Architects	Bal Harbour Shops, LLLP
Howard J. Berlin Berger Singerman LLP	Bal Harbour Shops, LLLP
Ivor N. Massey aka Nik Massey	Bal Harbour Shops, LLLP
Carter N. McDowell* Bilzin Sumberg Baena Price & Axelrod LLP	Flamingo Way Enterprises, LLC Consultatio Bal Harbour, LLC 9701 Collins Avenue, LLC*
William W. Riley, Jr. Bilzin Sumberg Baena Price & Axelrod LLP	Consultatio Bal Harbour, LLC
Joe M. Imbesi	Flamingo Way Enterprises, LLC
Jeffrey Bercow Bercow Radell & Fernandez, P.A.	Mark Fisher Marley Properties Bal Harbour, LLC 252 Bal Bay Drive, LLC
Ben J. Fernandez Bercow Radell & Fernandez, P.A.	Mark Fisher Marley Properties Bal Harbour, LLC

*** Needs to provide letter prior to lobbying.**

Bal Harbour Express Bus

Limousines of South Florida (Operator)	$52,761 after six months $105,522 annualized
Gas	$6,000 per quarter $24,000 per year
Insurance	$600 per year

The CITT gas money, which we use for the bus primarily (and then the street sweeper if we need to cover any difference) has been $57,150 through 8 months which equates to $85,725 annually, about $650 above budget if it holds. The difference the village pays for.

So, total recorded cost is $130,122 (if you include the insurance estimate). Net of revenue, this would be $44,397. This does not include the cost of the bus itself (or a depreciation amount, which would be $13,750/yr) or repairs.

The Tourism Bus

Limousines of South Florida (Operator)	$37,362 after six months $74,724 annualized
Gas	$4,800 per year
Insurance	$600 annually

The total recorded cost of the service, not including the cost of the bus or a depreciation amount (which would be $12,734) is about $80,124. All of this is paid for by resort taxes.

BH Video Bus Report

BAL HARBOUR SHUTTLE REPORT

2012	Jan-12	Feb-12	Mar-12	TOTAL
TOTAL RIDERS	580	454	643	1677
DAYS	20	21	23	64
AVG RIDERS/DAY	29.00	21.62	27.96	26.20

2013	Jan-13	Feb-13	Mar-13	TOTAL
TOTAL RIDERS	425	393	1094	1912
DAYS	22	20	23	65
AVG RIDERS/DAY	19.32	19.65	47.57	29.42

MARCH 2013 COMPARATIVE

BH SHUTTLE MARCH 2012

BAL HARBOUR SHUTTLE -MARCH 2013

	Mar-13	LINCOLN RD	BHSHOPS	SEA VIEW	ONE BH	QUARZO	W SOUTH B	FONTAINBLEAU	EDEN ROC	CANYON R	TOTAL
1	Friday	5	9		5	2				2	23
2	Saturday	17	11			1		1		6	36
3	Sunday	9	6		3	1				4	23
4	Monday										0
5	Tuesday										0
6	Wednesday	6	4			3					13
7	Thrusday	3	7		2					1	13
8	Friday	4	20		6	2				1	33
9	Saturday	10	18		1					7	36
10	Sunday	15	20		2	2				4	43
11	Monday										0
12	Tuesday										0
13	Wednesday	9	23	3	2					2	39
14	Thursday	4	15	2	5	6					32
15	Friday	24	25		5	6		9	1	2	72
16	Saturday	29	21	3	8	3				6	70
17	Sunday	9	16			5				4	34
18	Monday										0
19	Tuesday										0
20	Wednesday	12	18	4	4	16			1	2	57
21	Thursday	9	10	6	8	9			3	7	52
22	Friday	13	19		7	3		5		6	53
23	Saturday	32	37	5	13	5			2	12	106
24	Sunday	30	20	2	21	11		1	1	2	88
25	Monday										0
26	Tuesday										0
27	Wednesday	24	16		15	12			2	10	79
28	Thursday	19	25		12	4			1	9	70
29	Friday	7	9		8	6			1	4	35
30	Saturday	19	14		5	8			1	S	52
31	Sunday	13	12	4	2	2			1	1	35
		322	375	29	134	107	0	16	14	97	1094

MARCH 30 WAS MOVIE NIGHT WITH 7 PASSENGERS

BAL HARBOUR EXPRESS RIDERSHIP

APRIL 2013	1585
MARCH 2013	1589
FEBRUARY 2013	1615
JANUARY 2013	1704
DECEMBER 2012	1642
NOVEMBER 2012	1572
OCTOBER 2012	1660
SEPTEMBER 2012	1693
AUGUST 2012	1734
JULY 2012	1776
JUNE 2012	1853
MAY 2012	1778

Bal Harbour Express Schedule

Express Bus Schedule

Bal Harbour's Express Bus is available for use by the public.

The Express operates:
Monday-Thursday, and Sunday 9:00 a.m. - 5:00 p.m.
Friday-Saturday, 9:00 a.m. - 9:00 p.m.

The route includes stops along Bal Harbour, Bay Harbor, Surfside, Sunny Isles and Aventura.

Route schedules are available at Village Hall, the condo offices, on the bus or get a Printable Bus Schedule

Call 305-866-8597, ext. 26 with any questions or complaints.

Express Bus Schedule	Mon through Thur. & Sun.					F/S	F/S	F/S
96th Beach Stop & Majestic	9.00	10.20	11.40	1.45	3.15	5.00	6.50	8.10
St. Regis (Bus Stop)	9.01	10.22	11.41	1.46	3.16	5.05	6.52	8.12
Balmoral	9.02	10.22	11.42	1.47	3.17	5.08	7.00	8.13
Sea View Hotel	9.03	10.23	11.43	1.48	3.18	5.10	7.02	8.15
Bal Harbour Tower	9.05	10.25	11.45	1.50	3.20	5.12	7.04	8.16
Palace	9.06	10.26	11.46	1.51	3.21	5.14	7.06	8.17
Bal Harbour 101 (Curbside)	9.07	10.27	11.47	1.52	3.22	5.16	7.07	8.18
Tiffany	9.09	10.29	11.49	1.54	3.24	5.18	7.08	8.20
Plaza/Beach Club Access	9.11	10.31	11.51	1.56	3.26	5.20	7.09	8.22
Carlton Terrace	9.13	10.33	11.53	1.58	3.28	5.22	7.11	8.24
The Harbour House	9.14	10.34	11.54	1.59	3.29	5.23	7.12	8.25
One Bal Harbour	9.15	10.35	11.55	2.00	3.30	5.25	7.13	8.26
291 Bal Bay Dr	9.17	10.37	11.57	2.02	3.32	5.27	7.15	8.28
Bal Bridge North	9.18	10.38	11.58	2.03	3.33	5.28	7.16	8.29
Harbour Way (Bus Stop)	9.19	10.39	11.59	2.04	3.34	5.30	7.18	8.31
Bal Harbour Collins Apts	9.20	10.40	12.00	2.05	3.35	5.32	7.19	8.32
Bal Harbour Shops(Bus Stop)	9.21	10.41	12.01	2.06	3.36	5.35	7.20	8.34
Bay Harbor Village(City Hall/Park)	9.22	10.42	12.02	2.07	3.37	N.S.	N.S.	N.S
Bay Harbor/96th Street (City Hall)	9.25	10.43	12.03	2.08	3.39	N.S.	N.S.	N.S
Bay Harbor Terrace (Deli's)	9.27	10.45	12.05	2.10	3.41	N.S.	N.S.	N.S
Surfside (Publix)	9.31	10.49	12.09	2.14	3.45	5.39	7.25	8.39
169th Street (Einstein's/GNC/Pizza Hut)	9.41	11.05	12.25	2.30	4.00	5.54	7.35	8.49
Aventura Mall (Macy's)	9.51	11.15	12.35	2.45	4.15	6.10	7.45	8.59
18070 Collins Ave (Sunny Isle Library)	9.59	11.22	12.43	2.53	4.23	6.23	7.52	N.S
170th Street	10.01	11.25	12.45	2.55	4.30	6.25	7.55	N.S
Haulover/Harbour Way (Bus Stop)	10.11	11.35	12.55	3.10	4.45	6.35	8.05	N.S
Bal Harbour Collins Apts	10.13	11.36	12.57	3.12	4.47	6.40	8.07	N.S

* No service available on Memorial Day, Labor Day, Thanksgiving, Christmas or New Year's. All times are approximate. For more information, please call the transportation director (Michael) at (305) 866-8597/Fax (305) 866-8763. Watch channel 77 for updates. Revised June 11, 2008

No Express Service On Memorial-Labor Day Thanksgiving/Christmas & New Years Day. All Times Are Approximate.

** LAST STOP-BUS DOES NOT RETURN TO BAL HARBOUR

For More Information, Please Call The Transportation Director (Michael) (305) 866-8597/Fax (305) 866-8763. Watch Channel 77 For Updates. Revised November 9, 2009.

Our main street, Collins Avenue, is lined with coconut palms in the center median and date palms on both sides of the street. At night, the trees are brilliantly illuminated, transforming Bal Harbour Village into a tropical oasis.

Email Us

Complimentary Shuttle to Bal Harbour

Wednesday through Sunday from 11am – 7pm

Stops to include:

Bal Harbour Shops, **9700 Collins Avenue**
ONE Bal Harbour Resort & Spa, **10295 Collins Avenue**
Sea View Hotel, **9909 Collins Avenue**
Fontainebleau Miami Beach, **4441 Collins Avenue**
The W South Beach, **2201 Collins**
Lincoln Road (in front of Ritz-Carlton South Beach), **One Lincoln Road**

11:00 a.m.	Lincoln Road
11:10 a.m.	W South Beach
11:25 a.m.	Fontainebleau Miami
11:45 a.m.	Bal Harbour Shops
11:55 a.m.	Sea View Hotel
12:05 p.m.	ONE Bal Harbour
12:15 p.m.	Bal Harbour Shops
1:00 p.m.	Lincoln Road
1:10 p.m.	W South Beach
1:25 p.m.	Fontainebleau Miami
1:45 p.m.	Bal Harbour Shops
1:55 p.m.	Sea View Hotel
2:05 p.m.	ONE Bal Harbour
2:15 p.m.	Bal Harbour Shops
3:00 p.m.	Lincoln Road
3:10 p.m.	W South Beach
3:25 p.m.	Fontainebleau Miami

3:45 p.m.	Bal Harbour Shops
3:55 p.m.	Sea View Hotel
4:05 p.m.	ONE Bal Harbour
4:15 p.m.	Bal Harbour Shops
5:00 p.m.	Lincoln Road
5:10 p.m.	W South Beach
5:25 p.m.	Fontainebleau Miami
5:45 p.m.	Bal Harbour Shops
5:55 p.m.	Sea View Hotel
6:05 p.m.	ONE Bal Harbour
6:15 p.m.	Bal Harbour Shops
7:00 p.m.	Lincoln Road
7:10 p.m.	W South Beach
7:25 p.m.	Fontainebleau Miami
7:45 p.m.	Bal Harbour Shops
7:55 p.m.	Sea View Hotel
8:05 p.m.	ONE Bal Harbour


NOTICE OF PUBLIC HEARING
Date & Time of Public Hearing
City Council
Place of Public Hearing:
Applicant Name:
Applicant Request:

Sec. 5.5-15. - Certificate of appropriateness, procedure for consideration.

(a) *Application.*

(1) Upon filing of an application for building permit, the building official shall immediately transmit such application to the Architectural Review Board.

(2) The fact that an application for a building permit has been referred to the Board shall not be cause for the building official to delay the review of plans relating to the building and zoning aspects of the project, while such application is pending with the Architectural Review Board.

(3) The Architectural Review Board shall establish regularly scheduled monthly meetings at which to review all applications.

(4) Applications shall be submitted at least 21 calendar days prior to the scheduled monthly meetings in order to be considered at that scheduled monthly meeting.

(5) The Village Clerk's office shall prepare an agenda containing a list of all applications filed for each scheduled monthly meeting, which shall be submitted to all members of the Architectural Review Board at least five calendar days prior to the scheduled monthly meetings.

(6) The Village Clerk's office shall further notify each applicant of the date and time of a hearing on his application, in writing, which notice shall be mailed at least seven days prior to such hearing and **provide public notice through posting of the property with a copy of the notice.**

(7) Upon such hearing, the Architectural Review Board shall consider the application for building permit and receive additional evidence (such as a rendering) from the applicant, his agent or attorney and from Village staff or other persons as to whether the application complies with the intent and purpose of this Appearance Plan.