Memorandum

MIAMI-DADE COUNTY

Date: July 21, 2009

To: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

Agenda Item No. 14(A)(66)

From: George M. Burgess
County Manager

Subject: Town of Bay Harbor Islands Interlocal Agreement

Recommendation

It is recommended that the Board approve the attached resolution authorizing an Interlocal Agreement with the Town of Bay Harbor Islands to share costs associated with development of a new fire station for the Miami-Dade County Fire Rescue Department (MDFR).

Scope

This item impacts the Miami-Dade Fire Rescue District and the Town of Bay Harbor Islands.

Fiscal Impact/Funding Source

This is a funded capital project in the fiscal year 2008-09 approved resource allocation and multi-year capital plan. The $30,500 of cost sharing authorized in the attached resolution will be provided from the fire district operating budget, and the planned renovations will be funded from impact fees, future debt proceeds or a reallocation of current Sunshine Loan funds.

Track Record/Monitor

The Miami-Dade Fire Rescue Department will monitor this item.

Background

MDFR has been attempting for some time to develop a fire rescue station to serve the needs of the communities of Bal Harbor, Bay Harbor and Surfside. The department had extensive discussions with the Town of Surfside about building a station within that community and reviewed several possible locations. MDFR also met with Bal Harbor officials to discuss service needs and the opportunity to develop a fire station to improve response times in their community.

The Town of Bay Harbor Islands has commenced construction of a large 425 space parking garage to accommodate the parking needs of a new elementary public school and adjacent commercial development. The Town also allocated 7,300 square feet for a potential retail tenant on the first floor of the structure to produce supplemental income for the project. During the design process the Bay Harbor Islands Town Manager inquired as to whether MDFR would be interested in the space for a potential fire station.

/

A fire station at this location would provide MDFR with an opportunity to substantially improve response times to the areas with the new station territory. The closest fire station is at Haulover Park, almost two miles from the proposed Bay Harbor facility. The proposed station would be very similar to a standard MDFR two bay fire station of approximately 7,500 square feet, which is almost the same size as the available space. MDFR will deploy an Advanced Life Support rescue unit at the new station staffed by three paramedics 24 hours per day 365 days per year. The annual cost for staffing the rescue unit will be approximately $1.8 million in FY 2010-11 and will be funded from the fire district operating budget. If the station is complete prior to fiscal year 2010-11, MDFR will relocate an existing unit, if necessary due to budget limitations, to mitigate the impact on the district operating budget.

Under the terms of the proposed Interlocal Agreement, the County and the Town of Bay Harbor will share the $61,000 cost of the design and construction modifications necessary to accommodate the renovation for a fire station. These modifications involved revised drawings and construction to accommodate required ceiling clearances in the apparatus bays. The County and the Town also agree to enter into a future lease agreement for $16 per square foot to occupy the space for a fire rescue station. The County will be responsible for the final build out of the leased space for the new station.

It is respectfully recommended that the Board approve the attached resolution.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 21, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(66)

Please note any items checked.

✓ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved_____ Mayor

Veto _____

Override _____

Agenda Item No. 14(A)(66)
7-21-09

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY FOR THE REIMBURSEMENT OF A PORTION OF THE COSTS TO MODIFY THE DESIGN OF THE WEST BAY HARBOR AND 95TH STREET PARKING GARAGE IN ORDER TO ACCOMMODATE A FIRE RESCUE STATION FOR THE MIAMI-DADE FIRE RESCUE DEPARTMENT IN AN AMOUNT NOT TO EXCEED $30,500.00, AND AUTHORIZING THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE THE AGREEMENT AND TO EXERCISE ANY CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Interlocal Agreement between the Town of Bay Harbor Islands and Miami-Dade County for the reimbursement of a portion of the costs to modify the design of the West Bay Harbor and 95th Street Parking Garage in order to accommodate a fire rescue station for the Miami-Dade Fire Rescue Department in an amount not to exceed $30,500 and authorizing the Mayor or his designee to execute the agreement and to exercise any cancellation rights contained therein.

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

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 21st day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. D.F.

Daniel Frastai

5

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY FOR THE REIMBURSEMENT OF A PORTION OF THE COSTS TO REDESIGN AND CONSTRUCT THE WEST BAY HARBOR & 95TH STREET PARKING GARAGE TO ACCOMMODATE A FIRE RESCUE STATION

This Interlocal Agreement ("Agreement") to reimburse a portion of the costs to modify the design and construction of the West Bay Harbor & 95th Street Parking Garage in order to accommodate a fire rescue station (the "Fire Rescue Station"), is made this 26th day of June, 2009 ("the Effective Date"), between the TOWN OF BAY HARBOR ISLANDS, a municipality in Miami-Dade County, Florida, mailing address at 9665 Bay Harbor Terrace, Bay Harbor Islands, FL, 33154, (the "TOWN"), and MIAMI-DADE COUNTY, (the "COUNTY"), a political subdivision of the state of Florida, having offices at 9300 N.W. 41st Street, Miami, Florida 33178-2414;

WHEREAS, Fla. Stat. § 163.01, authorizes a public agency (as defined in Fla. Stat. § 163.01 (3) (b)) to enter into an Interlocal Agreement providing for the joint exercise of any power, privilege or authority which the public agencies involved share in common and which each might exercise separately; and

WHEREAS, the TOWN has entered into a contract with Dooley Mack Constructors of South Florida, LLC, (the "GENERAL CONTRACTOR") who was selected after legal bidding process, pursuant to which the GENERAL CONTRACTOR will furnish all materials, equipment and labor to perform all work in accordance with the bid and contract documents for the construction of the West Bay Harbor & 95th Street Parking Garage, Project No. BHI – 131 ("Parking Garage"), located in the Town of Bay Harbor Islands, Miami-Dade County, Florida; and

WHEREAS, the COUNTY desires to use and the TOWN desires to grant a portion of the Parking Garage for the COUNTY'S Fire Rescue Station, which will serve the TOWN. Further, the COUNTY desires to modify the design of the Parking Garage in order to convert a portion of the Parking Garage to accommodate the COUNTY'S use of a portion of the Parking Garage as a Fire Rescue Station; and

WHEREAS, the COUNTY will be responsible for converting approximately 7,200 Sq. ft. of the Parking Garage into a Fire Rescue Station; and

WHEREAS, after the Parking Garage is completed the TOWN and the COUNTY will negotiate and enter into a lease agreement, including the terms attached to this Agreement, whereby the COUNTY will lease that portion of the Parking Garage for the COUNTY'S Fire Rescue Station; and

WHEREAS, the TOWN and the COUNTY agree that the TOWN would not modify the design and construction of the Parking Garage but for the COUNTY'S requests that the TOWN make the modifications and the COUNTY'S agreement to assume a portion of the cost of such modification; and

WHEREAS, the Town hereby affirms that the procurement of any design professional for the design work in any way related to this Agreement has been and is being done in accordance with Section 287.055 of the Florida Statutes and that the procurement of any construction work in any way related to this Agreement has been and is being done in accordance with 255.20 and any other applicable state statutes; and

WHEREAS, the TOWN and the COUNTY agree that there are additional costs associated with modifying the design of the Parking Garage and additional costs associated with constructing and converting a portion of the Parking Garage into a Fire Rescue Station in accordance with the modified design; and

WHEREAS, the TOWN and the COUNTY have agreed to share, up to a specified amount, the additional costs associated with modifying the design of the Parking Garage and additional costs associated with constructing and converting a portion of the Parking Garage in accordance with the modified design, with any costs for design beyond the specified amounts to be the responsibility of the TOWN; and

WHEREAS, the County will be responsible for the costs associated with the actual construction and conversion of the approximately 7,200 square feet of the Parking Garage in accordance with the modified design into a Fire Rescue Station,

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. The recitals set forth above in the "whereas" clauses are true and correct and incorporated as part of this Agreement.

2. The TOWN shall modify the plans, specifications and drawings for the Parking Garage, to provide a ceiling with a minimum clearance of eleven (11) feet on the first floor of the Parking Garage between columns three (3) and four (4) at the west section of the Parking Garage. The relevant drawing for this floor section is A-1.1. Any future or further modifications to the plans, specifications and drawings not reflected on drawing A-1.1 required to accommodate the COUNTY'S use of the Parking Garage for a Fire Rescue Station as a result of any modification requests made by the COUNTY after the execution of this Agreement will be the sole responsibility of the COUNTY.

3. The TOWN shall construct the Parking Garage in accordance with the plans, specifications and drawings as modified pursuant to Paragraph 2 of this Agreement.

4. The current total estimated cost of the redesign and construction/conversion of the Parking Garage is $61,000.00. The Town shall be responsible for $30,500.00 of this total cost, which represents 50% of the total cost. Furthermore, the TOWN shall be solely responsible for any additional costs in excess of the total $61,000.00 related to the design and construction of the Parking Garage space designated for the COUNTY's use as a Fire Rescue Station.

5. The current total estimated cost of the redesign and construction/conversion of the Parking Garage is $61,000.00. The COUNTY shall be responsible for the other 50% of the current total estimated cost of the redesign and construction which amounts to $30,500.00 (See Exhibit A). Under no circumstances shall the COUNTY be responsible for any costs related to the design and construction of the Parking Garage in excess of $30,500.00, except under the circumstances described in paragraphs 2 and 7.

6. The TOWN'S obligation to split any cost(s) with the COUNTY is limited to the terms of this Agreement and neither party is obligated to split or incur any cost(s) not directly covered by the terms of this Agreement. The terms of this Agreement shall not be read to obligate either party to incur, split or share any other cost(s) in the future, whether related to the Parking Garage, the Fire Rescue Station or otherwise, except as specifically described herein.

7. The COUNTY shall be solely responsible for all costs (including, but not limited to design, construction, demolition, retrofit and/or remediation) to restore the Parking Garage to its original design should the COUNTY decide not execute the lease agreement, including the terms set forth specifically in Exhibit B, with the TOWN for the COUNTY'S Fire Rescue Station. The obligation of the COUNTY as set forth in this paragraph, however, shall not, under any circumstances, exceed One Hundred Thousand Dollars and NO/100 ($100,000.00) and is contingent on the parties entering into the lease agreement, including the exact terms set forth in Exhibit B, unless modified by agreement of both parties. In the event that the TOWN decides not to enter into the lease agreement or to terminate the lease agreement for reasons unrelated to a breach of this Agreement or the lease agreement by the County, the TOWN shall reimburse the COUNTY all of the monies provided by the COUNTY to both modify the design and to convert the designated area of the parking garage into a Fire Rescue Station.

General Provisions

8. Notice: Whenever either party to this Agreement desires to give notice to the other party, such notice must be in writing, sent via the U.S. Postal Service by postage prepaid registered or certified mail, return receipt requested, and addressed as follows:

TOWN:

Town of Bay Harbor Islands
Ron Wasson, Town Manager
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Copy to:	Town of Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor Islands, Florida 33154
COUNTY:	Miami-Dade County Fire Rescue Department Herminio Lorenzo, Fire Chief 9300 N.W. 41st Street Doral, Florida 33178-2414
Copy to:	Miami-Dade County Fire Rescue Department 9300 N.W. 41st Street Doral, Florida 33178-2414

9. Modification: This Agreement cannot be modified without the written consent of both the TOWN and the COUNTY.

10. Sovereign Immunity: The parties agree that nothing contained within this Agreement is intended to, nor shall be construed as, a waiver of the parties' rights or immunities under common law or Fla. Stat. § 768.28, as might be amended from time to time.

11. Assignment: This Agreement cannot be assigned by either party without the prior written consent of the other party. Where such prior written consent is not given, it shall not relieve the other party of any of its responsibilities under this Agreement.

12. Applicable Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action or proceeding under or in connection with this Agreement shall be brought in any state court in Miami-Dade County, Florida. The parties hereby waive any and all rights to seek a change of venue based upon forum non convenience or any other procedural theory.

13. Effective Date: The Effective Date of this Agreement shall be the date indicated in the initial paragraph of this Agreement. It shall remain valid until the date when all commitments and obligations under the Agreement and any amendments have been fulfilled, and the accounts of the parties have been settled.

14. Estimated Completion Date: The estimated date of completion for the construction of the Parking Garage is January 1, 2010. This is an estimated date of completion and does not constitute a guarantee. The parties expressly agree that there shall be no entitlement to any claim for damages (whether compensatory, special, actual, consequential, continuing, exemplary, general or otherwise) on account of hindrances or delays from any cause whatsoever.

15. Merger: This Agreement represents and constitutes the entire Agreement between the parties hereto with respect to the subject matter of this Agreement and supersedes any and all previous agreements between the parties, whether written or oral, with respect to

such subject matter. All negotiations, representations, warranties and agreements made between the parties are merged herein and the making, execution, and delivery of this Agreement by the parties has not been induced by any representations, statements, warranties, or agreements that are not expressed fully herein. Neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement unless expressly provided in this Agreement. No term or provision of this Agreement may be varied or modified by any prior or subsequent statement, conduct, or act of either of the parties, provided that the parties hereto may amend this Agreement by written instrument specifically referring to, and executed in the same manner as this Agreement.

16. Binding Authority: This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors, and assigns (as the case may be), except as otherwise provided for herein. The agency executive signing this document on behalf of the TOWN and the COUNTY warrants that he or she has full authority to sign this Agreement.

17. Severability: If any term of this Agreement is held to violate any law or ordinance, then the term shall be deemed void and all remaining provisions shall continue in force. However, the TOWN and the COUNTY shall in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable and which comes as close as possible to expressing the intent of the original provision.

18. Third Party Beneficiaries: The TOWN and the COUNTY do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the TOWN and the COUNTY agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either the TOWN or the COUNTY based on this Agreement. The TOWN and the COUNTY expressly acknowledge that it is not their intent to create any rights or obligations in any third party or entity under this Agreement.

19. Indemnification and Hold Harmless Agreement:
The TOWN shall indemnify and save the COUNTY harmless from any and all claims, liability, losses and causes of action which may arise out of the TOWN'S performance of this Agreement. The TOWN shall pay all claims and losses of any nature in connection therewith, and shall defend all suits, in the name of the COUNTY, when applicable, and shall pay all costs and judgments, which may issue thereon, including damages caused by the negligence of the TOWN, its employees, agents or invitees.

20. Insurance:
The COUNTY shall no be obligated to provide any funds or payments under this Agreement until the TOWN has obtained the insurance required below and the COUNTY has approved such insurance. The TOWN shall maintain the required insurance coverage for the full term of this Agreement of for such longer period(s) as may be specifically required herein. The TOWN shall furnish certificates of insurance to the COUNTY prior to the COUNTY providing any sums or making any payments as part of this Agreement.

Certificates shall clearly indicate that the TOWN has obtained insurance, in the type, amount, and classifications, as required for strict compliance with this section. The certificates must provide that in the event of material change in or cancellation of the policies reflecting the required coverage, thirty (30) days advance notice shall be given to the COUNTY.

A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

B. General Liability Insurance on a comprehensive basis is an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured required of their Contractor.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit per occurrence for bodily injury and property damage. Proof of insurance is required.

21. Lease Agreement: Once the PARKING GARAGE is completed a lease agreement will be negotiated between the COUNTY and the TOWN for the County's use of a portion of the Parking Garage as a Fire Rescue Station. The lease agreement for the COUNTY'S Fire Rescue Station shall include the terms contained in Exhibit B of this Agreement. Furthermore, possible additional terms, including, but not limited to, yearly inflator percentage and the possible future expansion of the use to include other fire equipment may be negotiated as part of the lease agreement but must be agreed to by both parties. Under the lease agreement, and during the term of the lease agreement, utilities will be the responsibility of the COUNTY. No changes may be made to the lease agreement terms listed in Exhibit B without the prior agreement of both parties. The County will have no obligation to enter into this lease agreement or to make any payments to the TOWN as part of the lease agreement until the TOWN has obtained a Final Certificate of Occupancy for the Parking Garage.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 26th day of June, 2009.

ATTEST:

By: Patsy A. Gibbs

TOWN OF BAY HARBOR ISLANDS

By:

Dated: 6/26/09

Notary Public State of Florida
Patsy Ann Gibbs
My Commission DD719219
Expires 10/23/2011

SHERMAN LAW OFFICE

By:
Town Attorney

ATTEST:

_____

By:

MIAMI-DADECOUNTY FIRE RESCUE DEPARTMENT

_____

By:

Dated:_____

Approved as to form and legal sufficiency

By:_____
County Attorney

EXHIBIT 'A'

Subcontractor	Description	Amount Submitted
	Deletion of storefront	($12,500.00)
	Modifications to grade beams and pile caps	$10,500.00
	Lift Station, Oil Water Separator & Trench Drains	$18,000.00
	Power to lift station	$4,000.00
	Storm drain and sanitary piping	$9,500.00
	CMU fire wall separating apparatus bay from offices	$8,500.00
	Foundation and slab-on-grade concrete reinforcing steel	$5,000.00
	Soil excavation, backfill & compaction	$2,250.00
	Subtotal	$45,250.00
	Payment and performance bond	$295.00
	Subtotal	$45,545.00
	10% Overhead & Profit	$455.45
	Subtotal Change Order	$46,000.45
Timothy Haahs & Associates, Inc.	Invoice # 0003870	$6,960.00
Timothy Haahs & Associates, Inc.	Invoice # 0003828	$5,040.00
Timothy Haahs & Associates, Inc.	Invoice # 0003906	$3,000.00
	Subtotal	$15,000.00
	Grand Total	$61,000.45

mp:jce

Exhibit "A"

dooleymack
constructors

3/5/2009

Ron Wasson, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, Florida 33154

Reference: Bay Harbor Parking Garage

Per your request, we have revised the previously submitted cost proposal in connection with the additional work needed to accommodate the new fire station at the above referenced project.

Provide all labor, materials, tools, equipment, hoisting & supervision to perform the work necessary to meet the fire station requirements as defined by the attached items of work herein attached as exhibit 'A'.

In consideration for performing the work delineated by our base bid, we request to be compensated a total of Forty Six Thousand and 00/100 Dollars ($46,000.00).

Should you have any questions regarding this matter, please feel free to contact us at your earliest convenience.

Respectfully,
DooleyMack Constructors of South Florida, LLC.

Henry Valdivia
Vice President of Operations

11971 NW. 37th St. • Coral Springs, FL 33065 • P: 954-345-8288 • F: 954-345-9041 • dooleymack.com

SARASOTA ATLANTA FT. LAUDERDALE DALLAS PANAMA CITY KEY WEST

Exhibit "A"

TimHaahs
ENGINEERS & ARCHITECTS

Notice of Change to Professional Services

PROJECT:	Bay Harbor Garage	CHANGE NUMBER:	1
PROJECT NUMBER:	MIA07103	DATE:	January 30, 2009.
COMPANY:	Town of Bay Harbor Islands	PROJECT MANAGER:	Esneyder Montoya
CLIENT CONTACT:	9665 Bay Harbor Terrace, 33154.	CC:	File

BRIEF DESCRIPTION OF CHANGE

Modifications to the core and shell of the garage due to the Fire Station.

The modifications includes:

- Revision of Plumbing (trench drains, lift station, oil-water separator, pipe rerouting.)
- Revision of Mechanical/Electrical due to changes in plumbing.
- Revision of Civil Drawings: Drainage systems, grades, accessible pedestrian ramp.
- Revision of Architectural drawings: South façade and depressed slab layout.
- Revision of Foundation drawings at the ground floor level between grid lines 3 and 7 and grid lines B and C.

The design of the infill corresponding to the Miami Dade Fire Department Fire Station is NOT included in the scope of work.

LUMP SUM AMOUNT: 15,000.00

We are sending you this notice per our agreement dated January 30, 2008.

This notice enables us to verify with you that the description above represents your direction to *TimHaahs*, and enables us to properly identify the time spent on making changes in the project scope.

Please notify us immediately if the above description does not conform to your understanding of the change requested for this project.

Project Manager: _____
Esneyder Montoya

Principal-in-Charge: _____
Noli Alarcon

10305 N.W. 41st Street Suite 201 Miami, FL 33178 Phone 305.592.7123 Fax 305.592.7113 www.timhaahs.com

Exhibit "A"

Ronald J. Wasson

From: Esneyder Montoya [emontoya@timhaahs.com]
Sent: Friday, January 30, 2009 3:50 PM
To: Ronald J. Wasson
Cc: Jim Ebert
Subject: Fire Station Change Order, Additional Consulting Services, Change Order Modified
Importance: High

January 30, 2009

Hello Ron

Per our conversation in your office after the OAC meeting on January 21st, 2009, please find attached a modified version of the change order for the additional consulting services due to the changes in the drawings for the fire station. As requested, the change order now reflects a total of $15,000, which are the original $12,000 plus the $3,000 from the MEP consultant for additional services with regards to the lift station/oil-water separator design.

The attached files include the modified change order and the backup copy of the additional services from the MEP consultant.

Should you have any questions, please do not hesitate to contact us.

Regards,

Esneyder Montoya
Project Manager

Timothy Haahs & Associates, Inc.
10305 NW 41st Street, Suite 201
Miami, FL 33178
T: 305 592 7123 Ext 16
F: 305 592 7113
www.timhaahs.com

Exhibit "A"

Invoice

Timothy Haahs & Associates, Inc.
10305 N.W. 41st. Street, Suite 201
Miami, FL 33178
PLEASE REMIT TO:
550 Township Line Road, Suite 100
Blue Bell, PA 19422

Ronald Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

December 8, 2008
Project No: MIA07103.01
Invoice No: 0003828

Project MIA07103.01 Bay Harbor Islands Modifications

Professional Services from November 1, 2008 to November 30, 2008

Fee

Billing Phase	Fee	Percent Complete	Earned	
Additional Services (Modifications to the core and shell)	12,000.00	42.00	5,040.00	
Total Fee	12,000.00		5,040.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	5,040.00	
		Total Fee		5,040.00
		Total this Invoice		$5,040.00

Vendor	[illegible]	TIMOTHY HAAHS & ASSOCIATES		
Invoice #	[illegible]	Invoice Date	Description	Amount
0003828	[illegible]	12/08/2008	PROFESSIONAL SERVICES	5,040.00
0003827	[illegible]	12/08/2008	PROFESSIONAL SERVICES	3,511.03
			Check And Total	8,551.03

PRINTING SYSTEMS • Taylor, MI • 1-800-98-12346

TOWN OF BAY HARBOR ISLANDS
BAY HARBOR ISLANDS, FL 33154

Date: 12/19/2008

17

Exhibit "A"

Invoice

Timothy Haahs & Associates, Inc.
10395 N.W. 41st Street, Suite 201
Miami, FL 33178
PLEASE REMIT TO:
550 Township Line Road, Suite 100
Blue Bell, PA 19422

Ronald Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

February 8, 2009
Project No: MIA07103.01
Invoice No: 0003906

Project MIA07103.01 Bay Harbor Islands Modifications

Professional Services from January 1, 2009 to January 31, 2009

Fee

Billing Phase	Fee	Percent Complete	Earned
Additional Services (Modifications to the core and shell)	15,000.00	100.00	15,000.00
Total Fee	15,000.00		15,000.00

Previous Fee Billing	12,000.00	
Current Fee Billing	3,000.00	
Total Fee		3,000.00
Total this Invoice		$3,000.00

02992

Vendor # / Invoice #	Invoice Date	Description	Distribution	Amount
003906	02/08/2009	PROFESSIONAL SERVICES		3,000.00

Check Amt Total: 3,000.00

PRINTING SYSTEMS • Taylor, MI • 1-800-86-12346

TOWN OF BAY HARBOR ISLANDS
BAY HARBOR ISLANDS, FL 33154

Date: 02/13/2009

Jim Eberg, P.E.
Executive Vice President

TimHaahs

Exhibit "A"

Invoice

Timothy Haahs & Associates, Inc.
10305 N.W. 41st. Street, Suite 201
Miami, FL 33178
PLEASE REMIT TO:
550 Township Line Road, Suite 100
Blue Bell, PA 19422

Ronald Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

January 8, 2009
Project No: MIA07103.01
Invoice No: 0003870

Project MIA07103.01 Bay Harbor Islands Modifications

Professional Services from December 1, 2008 to December 31, 2008

Fee

Billing Phase	Fee	Percent Complete	Earned	
Additional Services	12,000.00	100.00	12,000.00	
(Modifications to the core and shell)	0.00	0.00	0.00	
Total Fee	12,000.00		12,000.00	
		Previous Fee Billing	5,040.00	
		Current Fee Billing	6,960.00	
		Total Fee		6,960.00
		Total this Invoice		$6,960.00

023171

Invoice	Invoice Date	Description	Discount	Amount
MIA07103.01	01/08/2009	PROFESSIONAL FEES		6,960.00
			Check Amt Total	6,960.00

PRINTING SYSTEMS • Taylor, MI • 1-800-96-12345

TOWN OF BAY HARBOR ISLANDS
BAY HARBOR ISLANDS, FL 33154

Date: 01/23/2009

Roamy Valera, CAPP
Vice President

TimHaahs

Exhibit "A"

TOWN OF BAY HARBOR ISLANDS
PURCHASE REQUISITION

Department Ordering:	Date: Jan. 21, 2009
Signature: Vicky Mottola	P.O. No.
Delivery Date:	Delivery Location:

VENDOR:

(Name)	Timothy Haahs & Assoc
(Street)	10305 NW 41 Street, Suite 201
(City)	Miami, FL 33178
(Phone)	

Quantity	Size	Part # Cat. No.	Description	Unit Cost	Total
		#3870	Professional Services from Dec 1 - 31, 2008 for Project MIA07103.00 Reimbursable Expenses		$6,960.00
FIRE DEPARTMENT CHANGES					
				Total:	$6,960.00

CHARGE TO:	PURPOSE:

REMARKS: Approved by the Town Council on Nov. 13, 2007.

APPROVED: _____
(X) Town Manager
( ) Assistant to the Manager
( ) Town Clerk
( ) Finance Officer

U:\Check Requisition\Timothy Haahs\Tim Haahs #3870.wpd

EXHIBIT "B "

Lease Agreement

Term:	30 Years
Renewal:	2 x 30 year renewal options
Rent:	$112,000 per year ($16.00 per sq. ft)
Location:	1165 95 St., Bay Harbor Islands, Fl 33181
Size:	7,200 Sq. ft. portion of parking garage

Item # 11

MINUTES OF A REGULAR MEETING
TOWN OF BAY HARBOR ISLANDS

A Regular Meeting of the Town Council was held on Monday, April 13, 2009, at 7:52 p.m. in the Council Chambers. Upon roll call, the following Council members responded:

Mayor Kenneth Weinstein	Vice Mayor Ileene Wallace
Councilwoman Stephanie Bruder	Councilman Jordan Leonard
Councilman Alberto Ruder	Councilman Robert Yaffe

Item 1. Town Manager

Town Manager Wasson reported that staff was trying to schedule a bridge closure at night from 10:00 p.m. to 5:00 a.m., in order to conduct normal annual maintenance on the bridge. He informed the Council that it was a budgeted item and the closure would be posted on the message boards, the website and the television once a date had been chosen. Mayor Weinstein requested that the Reverse 911 system also be used, since the system needed to be tested this month.

A. Public Relations status report

Alice Fisher, Public Relations Consultant for the Town, came forward to address the Council. She informed the Council that she was at the meeting in regards to Item 10.

B. Annual Financial Report - Michael Futterman

Mr. Futterman came forward and presented the Annual Financial Report to the Council. He informed the Council that the Town had complied with the requirements. Councilman Ruder commended Mr. Futterman and his firm for the excellent report, as well as Finance Officer Short, Town Manager Wasson and staff for the receiving the Certificate of Achievement for Excellence in Finance Reporting for the 12th year. He referred to page 74, which indicated that Government Accounting Standards Board Statement 45 would be applicable to the Town for the fiscal year ending September 30, 2010. He added that Mr. Futterman mentioned in his report that Statement 45 was a very complex statement and suggested beginning to plan for that. He questioned, looking ahead, what Mr. Futterman recommended the Town do in terms of preparation for the following year's budget. Mr. Futterman commented that the statement dealt with post employment benefits that were offered to retirees and that were available to all the current employees. He stated that the best way to start was to consult with an actuary in regards to an impact on the Town, because it created a liability on the Town. He stated that it was included in the report because his firm liked to address the matter years in advance. He thanked Town Manager Wasson's office and Finance Officer Short for their assistance with the audit. Mayor Weinstein commented that he appreciated Mr. Futterman's report and that it provided a feeling of confidence that the Town was being run well.

C. Lobbyist Report - David Caserta

Mr. Martin Cassini came forward and informed the Council that Mr. Caserta was unable to be at the meeting and he passed out the report to the Council. He informed the Council that budget writing was beginning in Tallahassee and they were watching the grants. He stated that to assure funding for the Town, they were pursuing the stimulus money. He commented that most of the stimulus monies were going through State agencies and that it was difficult to draw federal monies from the those agencies, but that they were still pursuing the funding. He added that Mr. Caserta was still reviewing the matter on drinking water. Town Manager Wasson informed the Council that additional funds were being requested for the Town to install meters off of the main.

Councilman Leonard stated that there were two bills he mentioned at the last Council meeting that he was

asking for Council consensus to have Mr. Caserta and his staff monitor. He mentioned that one of the bills from Representative Steinberg was to expand the My Safe Florida Home Program to condominiums and possibly co-op units, which would impact the community greatly. Mr. Martin informed the Council that the program had a lot of support from the individuals in Tallahassee, but the monetary support was lacking. Councilman Leonard stated that the second bill was from Representative Robaina, which was an expansion of his original version of the Condominium Act. He stated that there were some specific changes to the Act that would impact the community. Mr. Martin informed the Council that he would send a full briefing on those bills to the Town and he would follow up with Representative Robaina.

Vice Mayor Wallace stated that SB360 was related to school concurrency and she asked for the current status of the bill. Mr. Martin responded that there had been conflicts with class size reduction since the constitution was amended. He stated that bills were being amended now to lessen the requirements that were on the original class size reduction bill. He added that it was an ongoing battle between local officials, local educators and school boards, and the budget writers in Tallahassee. Vice Mayor Wallace stated that her problem with the matter was that municipalities were mandated to lower the class sizes to be in compliance and to add the concurrency to the Comprehensive Plan. She was shocked that the State wanted to do away with the requirement after school boards had spent billions of dollars building new schools in order to meet the concurrency requirements. She stated that the Town was obligated to report concurrency when there was new construction in the Town, and now if the Town did not report it, there would not be any punishment. Mr. Martin stated that Vice Mayor Wallace was correct.

Councilman Yaffe stated that he had spoken with Representative Steinberg some time ago regarding a bill that would eventually require all toll systems to conform to adopt the Sunpass and he questioned the status of the bill. Mr. Martin responded that he was not aware of the bill, but he would look into the matter.

Councilman Ruder stated that there were two house bills that were possibly related to those that Councilman Leonard was referring to. He stated that HB1397, which Representative Robaina was involved with, had to do with condominium foreclosure situations in that the legislature would require condominium associations to be whole prior to making the bank holding the mortgage whole. He was surprised to see how many foreclosures he saw in the Town during his campaigning. He stated that HB419 would require, as of this past January, condominium unit owners to purchase hazard and liability insurance for their condominium. He stated that he did not think a lot of people followed that requirement and many people were trying to repeal the bill because it gave the condominium association the right to bill the unit owners for the insurance if it was not purchased by the owner. Councilman Yaffe stated that the bill caused a lot of confusion amongst attorneys, condominium association managers and the insurance industry. He stated that he thought it would be detrimental to repeal the bill in its entirety, because there were too many situations where unit owners did not have any insurance at all. He added that there were good efforts to clarify what the bill required and how it was intended to work. Councilman Ruder stated that he wanted to get more information on the bill, and that the bill was from Representative Bogdanoff. He agreed that the entire bill should not be repealed. He questioned if the State was doing anything to work with municipalities in regards to the foreclosure crisis. Mr. Martin responded that there was nothing being done on a large scale, but that there was federal stimulus money that the State was trying to divert to homeowners who were in need. He added that Governor Crist was a big supporter of President Obama's stimulus package, but the State did not have the funding to deal with the massive foreclosure crisis. Councilman Yaffe stated that there were some bills that may seek to require lenders in the foreclosure process to pay more than the lesser of six months assessments of one percent of the original principal amount of the mortgage, which is the current obligation of first mortgagees. Councilman Ruder stated that he was told by the Representatives' office that the banking industry was really resisting. He stated that he was also happy to see that Mr. Caserta's office was tracking the grants for the parks. He mentioned that the one grant that was especially important, because it was the Town's last attempt to receive the grant, was the Florida Community Trust Grant for the 98th Street Park. He stated that if the

Town was awarded the grant, the Town would receive $2.6 million for the community. He added that it was one of the more difficult park grants from the State for a municipality to receive. He commented that staff was in the process of finalizing the documents for the grant to meet the May deadline. He added that the additional grants applied for were the FRDAP grant for the 98th Street park, for $112,500, and the Cultural Center Grant was for $500,000.

Mayor Weinstein stated that from what he had heard from the County level regarding the federal stimulus package of $44 million was that the direct grants that were going to be provided had some ties to them concerning how quickly the particular requirements for individual municipalities would be ready to go to work. Mr. Martin stated that the turnaround was 90 days. Mayor Weinstein questioned if the intention was when the State found that the municipality was unable to meet the 90 day requirement, to redistribute the funds to municipalities who were ready. Mr. Martin responded that he was not sure if the State had thought that far ahead yet. He mentioned that the State did not have any sort of mechanism to know which municipalities were shovel ready. He added that the State's criteria did not even reflect a propensity for a certain grant to create jobs and it was still being based upon State standards, which were if the municipality was financially disadvantaged and if there was a public health hazard. Mayor Weinstein stated that his concern was that the Town did not have a large staff and if monies were to be redistributed, it would be an overwhelming requirement on the Town's staff to meet the deadlines. He requested that Mr. Martin keep the Town as closely informed to the timing of this matter as possible. Mr. Martin responded that he would do so.

Councilman Leonard stated that in regards to the foreclosure crises mentioned by Councilman Ruder and Councilman Yaffe, the monies were being distributed through the County and not the State, and that it was a passthrough from HUD to the County. He added that his understanding was that the monies were rehabilitation monies for properties that were already owned by banks and not to keep individuals from foreclosure.

Town Clerk Marante stated that there was a bill regarding legal advertisement requirements that would allow municipalities to advertise on the internet as opposed to the newspaper. She mentioned that she had just spent approximately $12,000 advertising the Town's election in the newspaper and this was an important bill for her. Mr. Martin commented that he had read an article regarding local municipal newspapers requesting that the State not doing away with legal advertising, because it was the newspapers' major source of revenue and many jobs would be lost if the bill passed.

Mr. Martin informed the Council that bills 611 and 616, which dealt with competitive bids on projects over $300,000, were gaining momentum. He stated that although it seemed as though the bill would allow for projects under $300,000 to not require competitive bidding, the bill defined terms such as repair and maintenance. He stated that the bill had a 50 percent chance of passing and his office was tracking it very closely. He added that it may be problematic in terms of projects the Town had to send out to bid.

Item 2. **Town Attorney** - Town Attorney Sherman had nothing to report.

Item 3. **Town Council matters**

Councilman Leonard reported he had received many positive comments from residents while he was campaigning, which reflected well on the Town. He reported that the Charter and Ordinance Review Committee would be meeting at the end of the month to continue reviewing the Code of Ordinances.

Councilman Ruder reported on the Parks and Recreation Activities. He stated that yesterday was the first Bay Harbor Islands Night with the Miami Heat and they won. He commented that there were approximately

13 individuals who took advantage of the special ticket prices and the Town's transportation. He thanked resident Taryn Copeland for her suggestion to have a Miami Heat Night. He reported that there would be a storytelling on April 17, with Carol's puppets, the outdoor movie, *Arctic Tale*, would be held April 18, at 8 p.m. in conjunction with Earth Day, and the next Seniors on the Go event would be to see *Jersey Boys* on April 15, at 8 p.m. at the Broward Center. He reported that he had received some complaints from citizens who access the Metro Bus at the Kane Concourse stops. He stated that they informed him there was not enough lighting at the bus stops at 6 a.m. since the Kane Concourse lighting project had begun. He mentioned that he spoke to Town Manager Wasson regarding Florida Department of Transportation (FDOT) placing temporary lighting at the bus stops. He commented that Town Manager Wasson was meeting with FDOT tomorrow and he requested that Town Manager Wasson also discuss the cleanliness of the sidewalks because they were in terrible shape. Town Manager Wasson stated that Town Engineer Daniel had been working very diligently to have FDOT clean up the construction areas. Councilman Ruder added that some permanent trash receptacles had been removed around the bus stops as a result of the construction and he requested that the Town place a trash receptacle in those areas. He reported that he attended the Building the Public Realm Partnership Summit for the northeast region on March 12. He stated that Town Planner Miller was there and the Summit was to provide an update on the County's Parks Master Plan and partnership opportunities with different communities. He stated that one of the items discussed was that Haulover Park would be renovated to have a multipurpose green area that different municipalities could utilize. He added that this was the first Summit the County was holding and it was in the Town's region.

Councilman Yaffe complimented staff for the work that was done to clean the bridge approach by the Bay Harbor Inn property.

Vice Mayor Wallace congratulated the incumbents. She stated that she thought they ran an excellent campaign and she was proud to be working with them for the next year. She reported that she had attended several School Board Committee Meetings over the last month. She reported that she attended the Citizen's Oversight Committee meeting, Town Manager Wasson and she attended the Staff Working Group Committee meeting where Town Manager Wasson and she were the appointees for that meeting, and the FSTPC meeting. She commented that there were discussions regarding not enough funding to build new schools and that the State was not providing any funding. She congratulated the Town, however, because Ruth K. Broad Bay Harbor K-8 Center had nominated the Town and the Shepard Broad Foundation on April 3, to be a joint venture in the Dade Partner Exemplary Award. She mentioned that the Town did not win the award, but she was honored that the Town was nominated by the school and she read a letter from Alberto Carvalo, Miami-Dade School Board Superintendent, regarding the nomination.

Mayor Weinstein reported that some time ago the Council passed a resolution regarding required Council approval for special affairs that the Council or the Town's representatives were invited to attend. He stated that there had recently been two invitations that he wanted to address due to budgetary restraints. He stated that the first event was the affair for retiring principal Arlene Ortenzo from Ruth K. Broad Bay Harbor K-8 Center, which would cost $75 per individual. He suggested that the Council have one member attend the event in representation of the Town. He recommended Vice Mayor Wallace attend due to her long-term relationship with the school and by Ms. Ortenzo.

ACTION: The Consensus of the Council was for Vice Mayor Wallace to represent the Town by attending the event honoring retiring principal Arlene Ortenzo from Ruth K. Broad Bay Harbor K-8 Center.

Mayor Weinstein stated that the second event was being held by the PBA, which would cost $225 per individual. He suggested that one representative from the Council, and his or her guest, also attend this event to minimize the amount of money that was being spent. He added that he had spoken to the Chief and there would be staff representatives attending the event. Therefore, he did not think the Town's police officer

would be offended by only one representative attending the affair.

ACTION: The consensus of the Council was for Mayor Weinstein and his guest to represent the Town in attending the PBA event.

Mayor Weinstein mentioned that the Town had instituted a very strict and very strong effort to continue to look at the aesthetics that were currently effecting the Town. He stated that one of the major concerns was that the screening being used by a number of developers at construction sites was very badly worn and vandalized. He requested that if anyone witnessed the vandalizing of the screening, to contact the Police Department or Town Hall. He added that Chief Young, the Town's Emergency Management Coordinator, and he would soon be attending an Emergency Operations Center briefing in North Miami, to prepare to the forthcoming hurricane season.

CONSENT AGENDA:

Item 4. **Approval of minutes of the following meeting:**

- **A. Public Hearing held January 12, 2009 - Corrected**
- **B. Regular Meeting held February 9, 2009 - Corrected**
- **C. Public Hearing held March 9, 2009 - Corrected**
- **D. Regular Council Meeting held March 9, 2009**

Item 5. **Approval of a request to support the Ruth K. Broad Bay Harbor K-8 PTA in celebrating Teacher Appreciation Week planned for the end of the school year by funding a special activity to thank the teachers for a cost of $1,000.00.**

ACTION: Councilman Yaffe made a motion to approve the consent agenda as presented. Councilman Ruder seconded the motion and it was approved unanimously.

UNFINISHED BUSINESS:

Item 6. **Request from Mayor Weinstein regarding discussion on a proposed ordinance on first reading to change the fees for the real estate signs and provide transferability of signs within the Town.**

> **AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING SECTION 17-2 AND SECTION 17-20(s) OF THE SIGN CODE RELATED TO "FOR SALE" AND/OR "FOR RENT" SIGNS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

Mayor Weinstein stated that residents had asked the Town to look into this matter and that Town Clerk had conducted a survey of the surrounding municipalities. Town Clerk Marante gave an overview of the survey results. She stated that most municipalities did not charge a fee and the ones that did charged between $10 and $60, or a $100 bond. She added that transferability was also a concern that was voiced. Mayor Weinstein stated that the primary purpose of the proposed ordinance was to be in keeping with the surrounding communities, as well as the control that was necessary to ensure the Town did not get overwhelmed with signs.

ACTION: Councilman Leonard made a motion to approve the ordinance as presented on first reading. Councilwoman Bruder seconded the motion and it was approved unanimously.

never completed. He commented that he was also concerned that as hurricane season approached, and property owners did not maintain these properties, a hazardous condition would exist. He added that these properties may also constitute an attractive nuisance. He mentioned that he had spoken to Town Attorney Sherman and Assistant Town Attorney Simone regarding the Litigation Committee having directed the Town Attorney's Office to commence proceedings against one property on an emergency basis, in order to authorize the Town to clean up that particular property. He requested the Council authorize the Town Attorney's office to look at the ordinances from neighboring communities and come back with a recommendation to strengthen the police power of the Town.

Councilman Leonard agreed with Councilman Yaffe and he requested that the ordinance be brought before the Council for first reading in May and second reading in June, because he was concerned that the start of hurricane season was coming soon. Mayor Weinstein stated that Town Manager Wasson would need to review the work involved to see if staff was able to do what was necessary to clean these types of properties. Town Manager Wasson stated that the Town had a good maintenance team and he thought this would help strengthen the Town's authority to maintain cleanliness. Town Clerk Marante added that many municipalities contracted out this type of work and charged the cost to the lien on the property. Mayor Weinstein questioned if staff would be able to have the draft ordinance ready for first reading at the May Regular Council Meeting and Town Manager Wasson and Town Attorney Sherman responded that it would be ready.

Item 10. **Request from Mayor Weinstein for discussion and approval of a fund raising event to be held June 4th, 2009 to benefit the Humane Society of Greater Miami Adopt-A-Pet. Participating Kane Concourse merchants will donate an item from their store for an auction and also parts of the proceeds of their sales for that night.**

Alice Fisher, Public Relations Consultant for the Town, came forward and presented information to the Council regarding the event. Mayor Weinstein stated that this event was an effort to consolidate the business community. Ms. Fisher stated that the information given to the Council was a working document. She commented that the business community was very enthusiastic about the event, as well as the Humane Society. She mentioned that the Humane Society would design the flyers and would send out e-mail invitations. She added that there would be a meeting with the businesses on April 23, to discuss the event. She commented that each business would be responsible to provide food and drinks in their own business and to send out invitations to their customers. She stated that there had been discussions regarding the businesses assisting in paying for entertainment. She mentioned that the event would begin at Ocean Cadillac and would end at either Jackie Abraham Jewelers or Mike's Cigars. She stated that there was also discussion regarding possibly having percentage of the sales from the stores that evening to also benefit the Humane Society of Greater Miami Adopt-A-Pet Program. She added that the business were only requesting that the Council allow the event and possibly allow the businesses to place tables and chairs outside of the business for that evening. She stated that the event could be advertised in the newsletter and on the Town's website, as well as the television channel.

Vice Mayor Wallace questioned if the sidewalks would be under construction during the time of the event and commented that it was a wonderful idea. Town Manager Wasson responded that the sidewalk project would be going out to bid at the time of the event.

Councilman Ruder stated that there was a similar event held a few years ago that benefitted another organization and had a great turnout. He added that this event had the potential to be a great event with an even better turnout, because it was benefitting a more well known organization.

ACTION: Councilman Yaffe made a motion to approve the Bark Stroll event and to show Council support of the event. Councilwoman Bruder seconded the motion and it was approved unanimously.

Item 11. **Request from Town Manager Wasson for authorization to enter into an Interlocal Agreement with the Miami-Dade Fire Department to cover construction, engineering and design costs for the planned**

fire rescue station. Town Manager Wasson also requests authorization for an expenditure in the amount of ~~$37,500~~ $30,500, which represents half of the cost. The other half of the expenditure is being funded by the fire department. The approval should include an appropriation from the Parking Fund Reserves.

Town Manager Wasson stated that the expenditure amount had decreased from $37,500 to $30,500. He gave a brief explanation of the changes that were to be made to the construction. He stated that there were going to be design changes for the garage floor to be depressed, a water/oil separator to be installed, a new plumbing design for a drain system that would go into a sump pump, and the grade beams would need to be modified to allow for roll-up garage doors. He stated that the engineering cost for the changes was $15,000 and the construction cost was $46,000. He added that Miami-Dade Fire Department had agreed to split the cost with the Town. He stated that this was not the final lease agreement, but that the lease agreement would be completed once the building had a Certificate of Occupancy.

Councilman Ruder stated that this was a great project and that during his campaigning, this was one of the projects that the citizens were most excited about and that it would have a tremendous impact to the quality of life for the Town. He stated that as a worst-case scenario, the Fire Department could choose not to lease the space in the end. He commented that should that happen, there was a provision in the agreement that the Fire Department would pay the Town $100,000. Town Manager Wasson stated that Councilman Ruder was correct in that the Fire Department would pay the Town up to $100,000 in order to return the building into a usable space. Councilman Ruder stated that it was clear that the Town's contribution would be 50 percent, but there was some language in the agreement that was contradicting and he asked for clarification on the matter. Town Manager Wasson stated that originally, the Town was going to pay up to $75,000, should there be more work needed, but he assured the Council that there was not going to be additional work needed. He informed the Council that this project had been discussed at length and that Town Engineer Daniel and he had attended weekly meetings on the matter. He stated that if for some reason there was an additional cost that would impact the items in the design change, the Town and Fire Department would split the total cost equally. Councilman Ruder questioned when the space would be operational. Town Manager Wasson responded that once the Fire Department had a signed lease, they would begin building out the space and they had committed up to $1 million for the build out.

Pedro Bass, Miami-Dade County Fire Department Operations Divisions Chief, came forward and informed the Council that he oversaw the operations matters north of 36th Street for the County Fire Department. He stated that he supported all of the statements made by Town Manager Wasson and that the Fire Department had been working very closely with the Town. He commented that the Fire Department had begun discussions with the Town a little late in the project and that was why there were additional costs being incurred. He stated that the original main focus was that there were clearance issue for their vehicles going into the garage. He commented that the Fire Department was fully committed to putting a Fire Rescue Unit in that space and hoped that in the future a possible second unit could be located there, if funding stabilized. He mentioned that this was a very important project for the Fire Department in regards to response times in this area that had been trending up and were not where the Department wanted the response times to be. He stated that the Department was fully committed to moving forward once the lease was signed. Councilman Ruder questioned when the Unit would be fully operational. Operations Chief Bass responded that he did not think the build out would take more than six months. Councilman Ruder stated that he was always told that the space would be utilized by a rescue vehicle and the Battalion Chief's vehicle and that any other changes in the future would have to go before the Council for approval, but he did not see that information in the Interlocal Agreement. Town Manager Wasson stated that the information Councilman Ruder was referring to would be addressed in the lease agreement, which would also include when the sirens and lights could be used. He added that this item was only approving the Interlocal Agreement that addressed the building stage. He commented that he would have liked to have had the lease agreement approved, but the County attorney would not let the Town do that until construction was complete.

Mayor Weinstein, on behalf of the Council, expressed appreciation for both the Fire Department's cooperation

and interactions with the Town. He added that the Town and citizens were just as excited about the project as the Fire Department. He thanked Operations Chief Bass for being here. Operations Chief Bass commented that the professionalism of the Town's staff was profound during this process.

ACTION: Councilman Leonard made a motion to authorize Town Manager Wasson to enter into an Interlocal Agreement with the Miami-Dade Fire Department to cover construction, engineering and design costs for the planned fire rescue station and to approve an expenditure in the amount of $30,500, to include an appropriation from the Parking Fund Reserves. Councilwoman Bruder seconded the motion and it was approved by unanimous poll vote.

Item 12. **Request for approval of payment of Change Order #4 in the amount of $47,039.44 to Dooley Mack Constructors of South Florida, LLC for costs to relocate a 6" water line on the site where the parking garage is being built. The approval of this expenditure should include an appropriation from Parking Fund Reserves.**

Town Manager Wasson explained that the water line had been hit two times during the initial stages of construction of the parking garage. He stated that years ago the pipe was installed through directional drilling and the best estimate was that the line was located a few feet north of the gutter, when it was actually located to the south side of the gutter. He added that due to the construction of the pile caps, which was the foundation for the building, the line would have had to have been moved because it would have been located directly under one of the pile caps.

Councilman Leonard commended staff for the negotiations in reducing the price by almost half.

ACTION: Councilman Ruder made a motion to approve Change Order #4 in the amount of $47,039.44 to Dooley Mack Constructors of South Florida, LLC for costs to relocate a six inch water line on the site were the parking garage was being built. Councilwoman Bruder seconded the motion and it was approved by unanimous poll vote.

GOOD AND WELFARE:

There being no further business the meeting was adjourned at 9:06 p.m.

MAYOR

ATTEST:

TOWN CLERK