MEMORANDUM

Agenda Item No. 9(A)(1)

TO:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners	**DATE:**	May 17, 2016
FROM:	Abigail Price-Williams County Attorney	**SUBJECT:**	Resolution approving an Interlocal Lease Agreement between Miami-Dade County and the Town of Bay Harbor Islands for the provision of library services by the Miami-Dade Public Library System at the Bay Harbor Community Center located at 1185 95 Street, Bay Harbor Islands, Florida, for an initial 30 year term, plus two additional 30 year renewal option periods; authorizing the County Mayor to execute the agreement; and authorizing the County Mayor to exercise any and all cancellation, termination, renewal and all other rights conferred therein

A substitute was presented and forwarded to the BCC with a favorable recommendation at the 4-12-16 Unincorporated Municipal Service Area Committee. This item differs from the original version as stated in the Mayor's memorandum.

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Commissioner Sally A. Heyman.

Abigail Price-Williams
County Attorney

APW/smm

Memorandum

MIAMI-DADE COUNTY

Date: May 17, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing an Interlocal Lease Agreement between the Town of Bay Harbor Islands and Miami-Dade County for Provision of Library Services by the Miami-Dade Public Library System at the Town of Bay Harbor Islands Community Center

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This substitute version differs from the original in that: (1) it specifies that the $10.00 per year lease payment will be paid from Library user fees and fines assessed pursuant to IO 4-97 and (2) the funding source for staffing, operating, and capital costs will be Library Taxing District Revenues.

Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the execution of the attached Interlocal Lease Agreement (Interlocal) between Miami-Dade County (County) and the Town of Bay Harbor Islands (Town), a municipal corporation of the State of Florida. This Interlocal establishes the terms and conditions by which the Miami-Dade Public Library System (MDPLS) will provide library services to the Town within the Bay Harbor Islands Community Center, located at 1185 95 Street, Bay Harbor Islands, Florida.

The Bay Harbor Islands Town Council approved this Interlocal (Attachment 1) at its March 14, 2016 meeting. Additionally, the Town Council also approved a Resolution to join the Miami-Dade Library Taxing District effective October 1, 2016 (Attachment 2).

Scope

The property is located in County Commission District 4, represented by Commissioner Sally A. Heyman.

Fiscal Impact/Funding Source

As a result of the Town becoming a part of the Miami-Dade Library Taxing District, the provision of library services to the Town will be revenue-neutral. It is estimated that the Town will generate an additional $224,000 in new revenue to the Library Taxing District in FY 2016-17. The additional revenue will fully offset MDPLS' estimated start-up and operating expenditures to provide library services to the Town in FY 2016-17, as well as future-year operating expenditures. The funding source for staffing, operating, and capital costs will be Library Taxing District Revenues, and the $10.00 per year lease payment will be paid from Library user fees and fines assessed pursuant to IO 4-97.

Track Record/Monitor

The County has no record of negative performance issues with the Town. Ray Baker, Assistant Director for the MDPLS, is managing this project for the County.

Delegation of Authority

Authorizes the County Mayor or the County Mayor's designee to execute the attached Interlocal Agreement, and exercise all cancellation, termination, renewal and other County rights conferred herein, except that any amendment to the Interlocal Agreement shall be brought to the Board approval.

Background

Over the past several years, the Town has been in the process of finalizing the design and interior build-out of its new 8,000 square foot community center. Throughout this process, the Town has expressed interest in joining the Miami-Dade Library Taxing District, as well as in having a small library location (1,500 square feet) built-out within the community center. The last extensive discussions between the Town and MDPLS occurred in October 2012. In June 2015, the Town Mayor and Manager approached the County to re-visit the feasibility of the Town joining the Library Taxing District and establishing a library location. MDPLS began negotiations with the Town, including multiple site visits to the proposed location, and multiple meetings with the Town Manager, Assistant Town Manager, and the Town's architect for the community center/library location. The County and the Town were able to reach agreement on a service model that ensures the provision of a full-service library within the designated location, while also ensuring that revenue generated by the Town joining the Library Taxing District fully offsets future-year operating expenditures.

Some of the highlights of the Interlocal are as follows:

- The Town will be solely responsible for the cost of the build-out of the community center, inclusive of the approximately 1,500 square feet of space to be partitioned for the library;
- The Town will cover the cost of all utilities, janitorial service, pest control, and building repairs and maintenance in Year 1 of the Interlocal; in Year 2, the County will begin to make an annual payment of $3,600 to the Town, with a one (1) percent annual increase each year thereafter;
- The County will pay a nominal lease payment to the Town of $10.00 per year for use of the facility;
- The County will be responsible for staffing the library, as well as providing the materials collection, furniture, information technology equipment, and related items necessary to function as a full-service library; and
- The County will operate the library five (5) days (40 hours per week) in Year 1, with operating hours to be aligned with peak usage of the community center.

The term of the Interlocal Lease Agreement will be 30 years with the right to renew the Interlocal for two (2) additional 30-year terms upon mutual agreement. The co-location of the proposed branch with the Town's community center provides a unique partnership opportunity that will allow the Town and the County to maximize programming opportunities, to the benefit of both the Town residents and the residents of the entire Miami-Dade Library Taxing District. Additionally, this partnership is reflective of MDPLS' strategic direction in creating flexible, community-oriented locations that maximize opportunities for access to library resources and services.

Attachment

Michael Spring, Senior Advisor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: May 17, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

_____ **"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**

_____ **Statement of social equity required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 9(A)(1)

5-17-16

RESOLUTION NO. _____

RESOLUTION APPROVING AN INTERLOCAL LEASE AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE TOWN OF BAY HARBOR ISLANDS FOR THE PROVISION OF LIBRARY SERVICES BY THE MIAMI-DADE PUBLIC LIBRARY SYSTEM AT THE BAY HARBOR COMMUNITY CENTER LOCATED AT 1185 95 STREET, BAY HARBOR ISLANDS, FLORIDA, FOR AN INITIAL 30 YEAR TERM, PLUS TWO ADDITIONAL 30 YEAR RENEWAL OPTION PERIODS; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL CANCELLATION, TERMINATION, RENEWAL AND ALL OTHER RIGHTS CONFERRED THEREIN

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

WHEREAS, the Town of Bay Harbor Islands ("Town") is finalizing the Bay Harbor Community Center at 1185 95th Street, Bay Harbor Islands, that includes space designated for a library facility; and

WHEREAS, on March 14, 2016, the Town's Council adopted a Resolution to join the Miami-Dade Library Taxing District, effective October 1, 2016 (attached hereto as Attachment 2); and

WHEREAS, the Town and the County have negotiated certain terms and conditions related to provision of library services to the Town, as well as terms and conditions for the County's future occupancy of the designated library space within the Bay Harbor Community Center; and

WHEREAS, the Town Council and this Board desire to establish a branch library within the Town of Bay Harbor Islands,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

Section 1. Approves the Interlocal Lease Agreement between Miami-Dade County and the Town of Bay Harbor Islands for the provision of library services to the Town, as well as for the County's occupancy at the Bay Harbor Community Center, located at 1185 95th St., Bay Harbor Islands, Florida, to be utilized by the Miami-Dade Public Library System as a branch library for a 30 year term of the Interlocal Lease Agreement, plus two additional 30 year renewal option periods, in substantially the form attached hereto as Attachment 1 and made a part hereof ("Interlocal Lease Agreement").

Section 2. Authorizes the County Mayor, or the County Mayor's designee, to execute the Interlocal Lease Agreement for and on behalf of Miami-Dade County.

Section 3. Authorizes the County Mayor, or the County Mayor's designee, to exercise any and all cancellation, termination, renewal and all other County rights conferred therein, except that amendments to the Interlocal Lease Agreement must be brought before this Board for approval.

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:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 17th day of May, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the 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.

MAG for RS

Richard Seavey

INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY AND
THE TOWN OF BAY HARBOR ISLANDS

This is an Interlocal Agreement between Miami-Dade County, a political subdivision of the State of Florida (the "COUNTY") and the Town of Bay Harbor Islands, a municipal corporation of the State of Florida (the "TOWN"), entered into this _____ day of _____, 2016 (the "Agreement").

WITNESSETH

WHEREAS, on March 14, 2016, the Town of Bay Harbor Islands Council, approved a Resolution authorizing the Town to join the Miami-Dade Library Taxing District, effective October 1, 2016; and

WHEREAS, the TOWN and the COUNTY wish to have library services available to the residents of the TOWN, and, to establish a library location within the TOWN's corporate limits; and

WHEREAS, the TOWN is finalizing the Bay Harbor Community Center at 1185 95 Street, Bay Harbor Islands, that includes space designated for a library facility; and

WHEREAS, the TOWN and the COUNTY have negotiated certain terms and conditions, as outlined throughout this document, related to provision of library services to the TOWN, as well as terms and conditions for the COUNTY's occupancy of the aforementioned designated space within the Bay Harbor Community Center; and

WHEREAS, the TOWN Council and the COUNTY Commission desire to establish a branch library within the Town of Bay Harbor Islands.

NOW, THEREFORE, IN CONSIDERATION OF THE FOLLOWING MUTUAL COVENANTS THE COUNTY AND THE TOWN AGREE AS FOLLOWS:

1. **Obligations of the TOWN**

   a. The TOWN has agreed, at its sole cost and expense, to fully construct, partition, and prepare the library space within the Bay Harbor Community Center, located at 1185 95 Street, Bay Harbor Islands, Florida, in accordance with the plans and the specifications prepared by the TOWN architect and approved by the COUNTY. The TOWN further agrees to turn over the library space to the COUNTY ready for immediate occupancy, as is more fully set

out in this Section. The TOWN agrees to complete the following as it relates to the library space:

1. fully partition, and paint the interior of the library space;
2. furnish and install all interior doors and interior finishes;
3. furnish and install all flooring;
4. furnish and install a finished ceiling, including all overhead lighting fixtures;
5. furnish and install all safety devices required by the Florida Building Code or other applicable laws, rules, or regulations, including, but not limited to: all fire alarms, sprinkler systems, fire extinguishers, and exit signs;
6. furnish and install wiring needed by the library for electric, data communication and connectivity to the Library's Wide Area Network, telephone, and cable service;
7. furnish and install a security system for the building;
8. furnish and install a fully functional HVAC air conditioning system for the building;
9. furnish and install electric and water use meters for the building;

b. The TOWN will lease to the COUNTY a portion of the building, as shown in Exhibit A, of approximately 1,507 square feet to be utilized as a library branch of the Miami-Dade Public Library System.

c. The term of the lease shall be for a period of thirty (30) years, commencing on the effective date of the TOWN joining the Miami-Dade Library Taxing District which is anticipated to be October 1, 2016, and, upon issuance of a Certificate of Occupancy to the TOWN for the completed build-out of the Community Center and Library space. The TOWN recognizes that the COUNTY may require a transition and move-in period of up to 90 days after the effective date of the TOWN joining the Miami-Dade Library Taxing District to allow for move-in, set-up, hiring of staff, and other activities to open the branch. However, the COUNTY will make all efforts to expedite the opening of the branch. If desired by both parties, the TOWN and the COUNTY may renew this agreement for up to two, 30-year lease periods.

d. The TOWN shall require a nominal lease payment of $10.00 annually from the COUNTY for use of the facility, payable within thirty (30 days) of the anniversary date of the lease. The first payment shall be made within thirty (30) days following commencement of the lease.

e. The TOWN shall provide parking, at no cost, within the parking garage structure at the Bay Harbor Community Center, to library staff. The TOWN will make efforts to provide reduced-rate and/or free parking for library

patrons. The TOWN's obligation to provide no cost staff parking shall survive the term of the Agreement and shall continue until such time as the County ceases to operate a library facility within the Bay Harbor Community Center.

f. The COUNTY shall provide, and the TOWN shall allow for, the installation of an exterior, free-standing book drop, at a location that is mutually agreeable to the parties.

g. The TOWN shall make available to the County, a designated space within the Bay Harbor Community Center for installation of the County's information technology switches and servers that are necessary to operate the County's information technology systems within the library space.

h. The TOWN shall ensure the COUNTY is provided with means of independent access/entry to the library space (i.e., keys, alarm or entry codes) by authorized library staff. Additionally, the TOWN shall install security cameras/burglar alarm system for the building that is able to hold 30 days of camera recordings, and, cooperate with the COUNTY when access is needed to security camera or related incident records.

2. **Obligations of the COUNTY**

a. The COUNTY, through its Miami-Dade Public Library System (MDPLS), at its sole cost and expense, will operate a full-service library facility within the aforementioned location, including the provision to the TOWN of on-site Library staff, a wide-ranging collection of printed books and materials, computers, tablets, and Wi-Fi for in-house use within the library facility. The residents of Bay Harbor Islands will also enjoy access to all existing and future MDPLS facilities, as well as access to all other services, rights and privileges currently afforded to members of the Miami-Dade Library Taxing District.

b. The COUNTY shall work with the TOWN on tailoring programming offerings, provided either directly by MDPLS, or in partnership with TOWN staff, to meet the needs of TOWN residents, as well as to ensure the ongoing success of this partnership.

c. For the first year of this lease, the COUNTY will provide 5 days of service per week (40 hours of service), and will work with the TOWN on establishing the hours and days of operation to best align with peak usage of the Bay Harbor Community Center by TOWN residents. Prior to the beginning of the second year of this lease, and each year thereafter, the COUNTY will work with the

TOWN to further refine operating hours and days of operation, staffing levels, materials collection, programming levels, capital expenditures, or, some combination thereof, to address community interests and needs, as necessary.

However, the provision of Library hours, services, equipment, materials, and staffing are ultimately subject to the availability of funding to the entire Miami-Dade Library Taxing District, that which is approved annually by the Miami-Dade County Board of County Commissioners. The library branch will be operated in accordance with all rules and regulations of the Miami-Dade Public Library System. The estimated first-year start-up and operating costs are detailed in Exhibit B, attached hereto.

d. The COUNTY shall be responsible for equipping the library space with items needed to operate a full-service library branch, including furniture, shelving, printed books and materials, office equipment, computer hardware and software, and other information technology equipment.

3. Library Access

It is agreed that the completed library space shall be open to use by all County residents, regardless of residency within the TOWN.

4. Naming and Signage

Upon completion, the library shall be named the "Miami-Dade Public Library System Bay Harbor Islands Branch". The COUNTY shall provide, and the TOWN shall allow, signage that is in accordance with both, County branding standards and code provisions for signage at Library facilities, as well as applicable TOWN code provisions for exterior signage.

5. Utilities and Building Repairs/Maintenance

During Year One of the Lease, the TOWN will be responsible for all costs associated with electric, water & sewer, janitorial, building repairs and maintenance, and pest control services for the library space. Beginning in Year Two of the Lease (October 1, 2017), and each year thereafter, the COUNTY will make an annual payment of $3,600 to the TOWN as a contribution towards the TOWN's expenditures on the aforementioned items. This amount will increase by one (1) percent beginning on October 1, 2018, and increase by one (1) percent each year thereafter. It is recognized by the COUNTY that costs associated with repairs and maintenance of COUNTY-owned equipment, furnishings, and other COUNTY-owned items, are the responsibility of the COUNTY.

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6. Right to Cancel

The terms of this Interlocal Agreement shall continue unless notice is given by either party to the other at least (12) months in advance of the year to be closed. At the conclusion of this Interlocal Agreement, all COUNTY property shall remain the property of the COUNTY, and all TOWN property shall remain the property of the TOWN. The COUNTY and the TOWN shall establish a mutually agreeable timeframe for removal of all COUNTY property at the conclusion of the lease.

The County Mayor and the Town Manager shall have the authority to cancel this Agreement in the name of the COUNTY and TOWN, respectively. If this Interlocal Agreement is terminated by the TOWN, the TOWN recognizes that it remains part of the Miami-Dade Library Taxing District until such time as the TOWN COUNCIL approves a Resolution, meeting the requirements and withdrawal timelines of the Miami-Dade County Property Appraiser's Office, to withdraw from the Miami-Dade Library Taxing District. Alternatively, the TOWN, at its sole cost and expense may identify an alternate location, mutually agreed upon by the COUNTY and the TOWN, to continue providing library service within the TOWN's municipal boundaries. The COUNTY recognizes that the TOWN has agreed to join the Miami-Dade Library Taxing District with the understanding that a branch location will be located within the municipal boundaries of the TOWN, and, that if this Interlocal Agreement is terminated by the COUNTY, the COUNTY, at its sole cost and expense, would be required to identify an alternate location to provide library service within the TOWN.

5. **Indemnification**

To the extent permitted by law and as limited by Section 768.28, Florida Statutes, the COUNTY shall indemnify the TOWN, its officers, agents and employees for any and all liability, losses or damages, including attorney's fees and costs of defense, which the TOWN, its officers, agents and employees may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, or relating to, or resulting solely from the negligence of the COUNTY, its officers, agents or employees prior to conveyance and in the performance of this Agreement.

The TOWN shall indemnify and hold harmless the COUNTY and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the COUNTY or its officer, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TOWN or its employees, agents, servants, partners, principals or subcontractors. The TOWN shall pay all claims and losses in connection therewith and shall

investigate and defend all claims, suits, or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees that may issue thereon.

However, this mutual indemnification by the TOWN to the COUNTY and by the COUNTY to the TOWN shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby neither the COUNTY nor the TOWN shall not be held liable to pay a personal injury or property damage claim or judgment by any one person, which exceeds the sum of $200,000, or any claim or judgment paid by the TOWN or the COUNTY arising out of the same incident or occurrence, exceed the sum of $300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action, which may arise as a result of the TOWN's or the COUNTY's negligence.

6. **Notices**

All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by hand delivery, or by overnight delivery to the addresses as follow (or any other address that the party to be notified may have designated to the sender by like notice):

County:	Miami-Dade County Mayor 111 N.W. First Street, Suite 2910 Miami, Florida 33128
Copied to:	County Attorney, Miami-Dade County 111 N.W. First Street, Suite 2810 Miami, Florida 33128
and	Director, Miami-Dade Public Library System 101 West Flagler Street, 2nd Floor Miami, Florida 33130
Town:	Town Manager, Town of Bay Harbor Islands 9665 Bay Harbor Terrace Bay Harbor Islands, Florida 33154
Copied to:	Craig B. Sherman Sherman and Sherman, P.A. 2000 Glades Road, Suite 204 Boca Raton, Florida 33431

7. **Entire Agreement**

The TOWN and the County agree that this is the entire Agreement between the parties. This Agreement supersedes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement cannot be modified or amended without the express written consent of the parties. Accordingly, no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. Notwithstanding any provision herein, this agreement in no way obviates or nullifies the obligations of the TOWN under the TOWN Charter.

8. **Amendments**

This Agreement may be modified only by an agreement in writing signed and sealed by the TOWN Manager and the County Mayor of Miami-Dade County.

9. **Severability**

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. **Assignment**

Neither this Agreement nor any term nor provision hereof or right hereunder shall be assignable by any parties and any attempt to make such assignment shall be void.

11. **Governing Law**

This Agreement shall be construed in accordance with the laws of the State of Florida, and any proceedings arising in any matter pertaining to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf as of the date first above written.

TOWN OF BAY HARBOR ISLANDS,
a municipal corporation

By: _____
Town Mayor

ATTEST:
By: _____
Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Town Attorney

MIAMI-DADE COUNTY
a political subdivision of
the State of Florida

By its Board of County
Commissioners:

By: _____
County Mayor

ATTEST:
By: _____
Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

Exhibit A

GENERAL NOTES

1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]

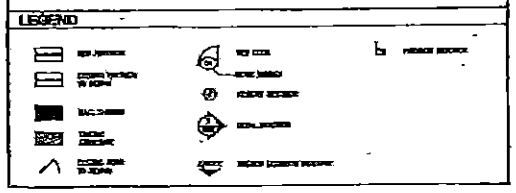
SHEET NOTES

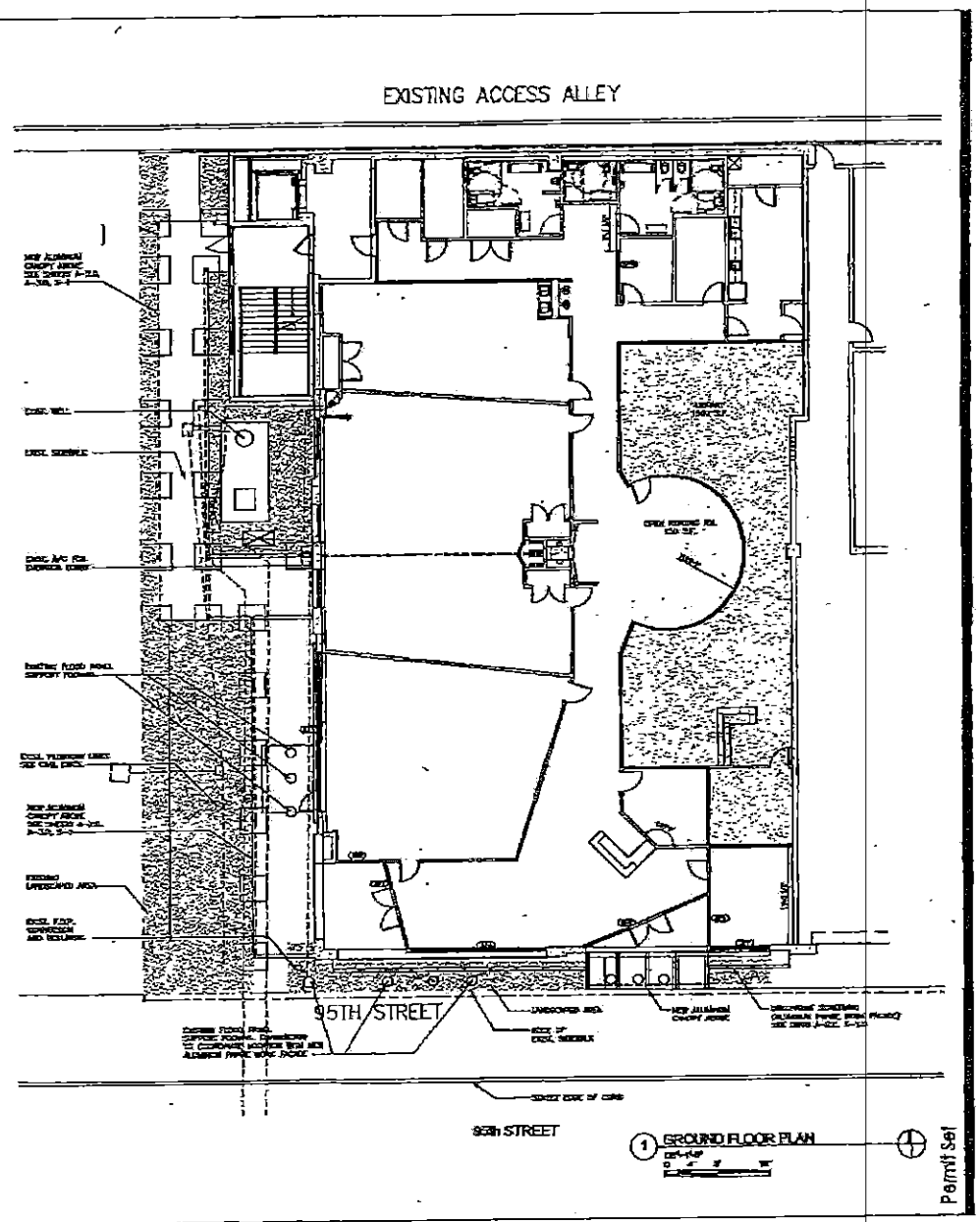
1. [illegible]
2. [illegible]
3. [illegible]
4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]

ACOUSTIC NOTES

- Construction must be detailed to show continuous airtight closure of bed barrier/ceiling and airtight to other walls, the floor, and the gypsum barrier ceiling. Penetrations must be sealed airtight. Doors to multipurpose rooms should have gasketing.
- Windows between multipurpose spaces after interior spaces to be either 1/2" single glazing (laminated or tempered), or a minimum STC 35 assembly.
- Windows between multipurpose spaces and the exterior to be minimum STC 35 where replaced.
- 2 layers of 5/8" GWB on both sides of a 3 5/8" stud with batt absorption at walls between multipurpose rooms.
- 2 layers of 5/8" GWB on both sides of bulkheads at top of operable partitions between multipurpose rooms.
- 2 layer GWB barrier ceiling above multipurpose rooms, with batt absorption laid above.
- Batt absorption in all end cavities to the interior for multipurpose rooms and offices.

LEGEND





Stantec

Town of Bay Harbor Island

Community Center
95th Street Public Parking Garage

PROPOSED FLOOR PLAN

Permit Set

Drawing No. M-101A

Revision

16

Exhibit B

Town of Bay Harbor Islands Proposed Branch Library- Year 1 Start-Up and Operating Costs

Location: 1165 95 Street, Bay Harbor Islands, Florida, 33141
Year 1 Proposed Days and Hours of Operation: 5 Days of Service, Not to Exceed 40 Hours
Effective Date: October 1, 2016

	Cost Estimates ($)	Notes
	FY 2016-17	
Revenues:		
Projected FY 2016-17 Ad Valorem Revenue (@.284 millage rate)	223,567	Assuming 6.5% roll growth from current year and flat millage rate, based on OMB 5-year Projection
Expenditures (First Year Start-Up Costs):		
Information Technology Start-Up Costs	54,538	Computers, Tablets, Ipads, Wi-Fi Install, Telecom Switch, Software and Hardware Licenses
Furniture	26,658	County will provide double-sided mobile shelving units, wall shelving units, catalog stand, circulation desk, reading tables and chairs (adult and children's), computer workstation furniture and chairs, lounge furniture, staff office furniture, display racks, and furniture accessories
Library Books and Materials	22,000	Year One expenditure to enhance the start-up collection with additional best-seller's and children's books. County regularly refreshes branch collections to meet patron needs
Copy Machine – Annual Lease	6,468	
Signage (Inside/Outside)	6,000	Exterior storefront signage; and interior directional and informational signage
Book Drop	3,000	
Cash Register	2,300	
Subtotal FY 16-17 Start-Up Costs	120,969	
Staffing and Operating Expenditures*:		
Staff - Full-Time Librarian 1	68,402	
Staff - Children's Services Specialist (50%)	20,460	Position to provide children's services 2 to 3 days per week under all three options; shared between Bay Harbor and North Shore (amount shown represents half of the salary and fringe associated with a full-time CSS
Staff - Part-Time Library Page	12,036	
Utilities, Janitorial, Pest Control, Bldg Maint & Repair		Annual Payment by County beginning in Year 2
Office Supplies - Annual Allocation	1,000	
Other Miscellaneous Supplies	700	
Subtotal FY 16-17 Staffing and Oper Costs	102,598	

Total FY 16-17 Start-Up and First-Year Operating Costs	$223,567
Revenues less Expenditures $	(0)

RESOLUTION NO. 2084

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, AUTHORIZING THE TOWN TO JOIN THE MIAMI-DADE LIBRARY TAXING DISTRICT.

WHEREAS, the Miami-Dade Public Library System ("MDPLS") provides public library services reflecting the informational, educational, and recreational needs of the County; and

WHEREAS, the MDPLS funding model is a special taxing district. By definition, a special taxing district is a geographic area in which particular services are provided exclusively to residents of that area. According to MDPLS' special taxing district ("Library Taxing District") provides 94% of the MDPLS' revenues; the other funds are made up of state aid, fines and fees, and other miscellaneous revenues including grant funding. The current MDPLS Millage rate (or rate of taxation) for the Library Taxing District is 0.2840. In other words, a property valued at $100,000 would yield $28.40 in taxes for the Library Taxing District; and

WHEREAS, the Town is finalizing the Bay Harbor Community Center at 1185 95th Street, Bay Harbor Islands ("Community Center"), that includes space designated for a library facility; and

WHEREAS, the Town and Miami-Dade County ("County") have negotiated certain terms and conditions, related to provision of library services to the Town, including a provision requiring the County to provide Library service at the Community Center within ninety (90) days or less of the Town joining the Library Taxing District, as well as terms and conditions for the County's occupancy of the designated library space within the Community Center; and

WHEREAS, the Town is required to join the Library Taxing District in order to have a library branch within the Community Center.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS THAT:

1. The Town shall join the Library Taxing District effective October 1, 2016.

PASSED AND ADOPTED this 14th day of March, 2016.

TOWN OF BAY HARBOR ISLANDS

By: _____
JORDAN W. LEONARD
MAYOR

ATTEST:

_____
MARLENE M. SIEGEL
TOWN CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
FRANK C. SIMONE, ESQ., CFP®
ASSISTANT TOWN ATTORNEY