**VILLAGE OF PALMETTO BAY**

Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Council Member Patrick Fiore (Seat 1)
Council Member Steve Cody (Seat 2)
Council Member Marsha Matson (Seat 3)

Village Manager Nick Marano
Village Attorney John C. Dellagloria
Village Clerk Missy Arocha

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation, a sign language interpreter, or hearing impaired to participate in this proceeding should contact the Village Clerk at (305) 259-1234 for assistance no later than four days prior to the meeting.

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# AGENDA
# REGULAR COUNCIL MEETING
# MONDAY, SEPTEMBER 11, 2023 – 7:00 PM
## (PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
(305) 259-1234

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1. **CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER:** Any person making impertinent or slanderous remarks, or who becomes boisterous, while addressing the Council may be barred from further appearance before the Council by the Mayor, unless permission to continue or again address the Council is granted by a majority vote of the Council. Applauding speakers shall be discouraged. Heckling or verbal outbursts in support or opposition to a speaker, or his or her remarks, shall be prohibited. No signs or placards shall be allowed in the Council meeting. Persons exiting the Council meeting shall do so quietly. All cellular telephones and beepers are to be silenced during the meeting.

2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

   A. Proclamation: Proclaiming September as Childhood Cancer Awareness Month (Mystic Force Foundation)

   B. Recognition: Hispanic Heritage Month (Adriana Verdeja, Claudia Uribe, and Mey-Ling Perez)

C. Recognition: Southwood Middle School Math Department (Leyany Aguirrechu, Claudia Alves-Dasilva, Joyia Capo, Jennifer Lopez, Aileen L. Milian, and Elizabeth Molina-Rodriguez)

D. Recognition: Counselors-in-Training (Parks & Recreation Department, Village of Palmetto Bay)

E. Recognition: Public Services Department (SW 163rd Street)

**3. APPROVAL OF MINUTES**

A. Regular Council Meeting (July 10, 2023)

**4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED** Individuals wishing to speak on matters on the agenda and on items pertinent to the Village may do so by speaking during this section of the agenda. The Mayor will recognize those persons who wish to speak. Each speaker must sign-in prior to speaking on the designated public commentary sign-in sheet. Items for public hearing provided for within the agenda shall not be a topic of discussion during this section of the agenda. Please limit your comments to three (3) minutes or less. Public comments made by members of the public are important to the Village Council. Speakers will address the Village Council with respect.

**5. VILLAGE MANAGER'S REPORT**

A. Departmental Updates

B. Police Commander Report

**6. VILLAGE ATTORNEY'S REPORT**

A. Litigation Update

**7. VILLAGE CLERK'S REPORT**

A. Calendar update for the month of September 2023

**8. BOARD AND COMMITTEE REPORTS**

**9. EMERGENCY ORDINANCES WITH PUBLIC HEARING**

**10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING**

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING FEES; AMENDING APPENDIX A OF THE CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN *EFFECTIVE* DATE. *(Sponsored by Director Heidi Siegel, Community and Economic Development Director) (Passed on First Reading on July 17, 2023 –Special Council Meeting)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS; ADOPTING "THE TREE

MEMORIAL PROGRAM"; ADDING SECTION 20-92 TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY STYLED "PARKS AND RECREATION"; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Passed on First Reading on July 17, 2023-Special Council Meeting)*

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING SECTION 2-49(E) REGARDING THE CURRENT PROCEDURE OF READING PUBLIC COMMENTS DURING COUNCIL MEETINGS; ELIMINATING THE REQUIREMENT OF READING THE COMMENTS RECEIVED BY THE PUBLIC; DIRECTING THE VILLAGE CLERK TO PROVIDE COPIES TO COUNCILMEMBERS OF ALL PUBLIC COMMENTS PRIOR TO A MEETING; PLACING ALL COMMENTS RECEIVED AS PART OF THE PUBLIC RECORD OF THE MEETING; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham) (Passed on First Reading on May 1, 2023–Regular Council Meeting and continued June 5, 2023-Regular Council Meeting)*

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING HEALTH BENEFITS; PROVIDING TWO YEARS OF HEALTH BENEFITS TO ALL CURRENT AND FUTURE COUNCILMEMBERS FOR EACH FOUR YEARS SERVICE ON COUNCIL, WITH THE BENEFIT TO BE RECEIVING FOLLOWING THE END OF THEIR SERVICE; REPEALING ORDINANCE 2017-21; AND PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE. *(Sponsored by Nick Marano, Village Manager) (Passed on First Reading on July 17, 2023-Special Council Meeting) (This item requires a Third Reading)*

**11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS**

**12. CONSENT AGENDA**

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RECOGNIZING AND SUPPORTING THE 27TH ANNUAL “NATIONAL WALK & ROLL TO SCHOOL DAY”, HELD ON OCTOBER 4, 2023; PROMOTING SAFE ROUTES TO SCHOOLS, STUDENT HEALTH AND WELL BEING, AND YOUTH PARTICIPATION IN LOCAL EVENTS; ENCOURING PARENTS AND TEACHERS TO REGISTER AND PLAN EVENTS FOR THEIR SCHOOLS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE ART-IN-PUBLIC PLACES (AIPP) BOARD; APPOINTING ONE MEMBER TO THE VILLAGE OF PALMETTO BAY’S AIPP BOARD; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Leanne Tellam)*

**13. RESOLUTIONS REQUIRING PUBLIC HEARING**

**14. RESOLUTIONS WITH PUBLIC COMMENT**

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AMENDING RESOLUTION 2022-102 APPROVING THE SECOND TURNOVER AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE, AND AUTHORIZING THE VILLAGE MANAGER TO PURCHASE SAID LAND FOR ONE DOLLAR AND NO CENTS ($1.00); PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Manager, Nick Marano)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; FORMALLY ADOPTING THE 2023 PARKS MASTER PLAN AS PRESENTED BY BERMELLO, AJAMIL AND PARTNERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE EXTENSION OF THE EMPLOYMENT AGREEMENT OF NICK MARANO, VILLAGE MANAGER FOR THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Nick Marano, Village Manager)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RETROACTIVELY ACCEPTING A LEGISLATIVE APPROPRIATION IN THE AMOUNT OF ONE MILLION THREE HUNDRED AND FORTY-SIX THOUSAND ONE HUNDRED DOLLARS ($1,346,100) FOR STORMWATER IMPROVEMENTS TO SUB-BASIN #44; RETROACTIVELY APPROVING THE PROJECT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; RETROACTIVELY AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Olga Cadaval, Human Resources, Communications, & Grants Director)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FL, RELATING TO GRANTS; ACCEPTING A GRANT AWARD IN THE AMOUNT OF ONE HUNDRED FIFTY-SIX THOUSAND AND SIX HUNDRED DOLLARS ($156,600) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE SUB-BASIN 43 STORMWATER PROJECT, PROJECT NO. 4486-112-R; APPROVING AGREEMENT NUMBER H1009 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Olga Cadaval, Human Resources, Communications & Grants Director)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH PRO-MOTION SPORTS MARKETING, FOR THE CONSTRUCTION OF SAND VOLLEYBALL COURTS AT CORAL REEF PARK AT A COST NOT TO EXCEED $142,801; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ONGOING PROFESSIONAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO WORK ORDER NO. 5 WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR BUILDING AND CODE PLAN REVIEW AND INSPECTION SERVICES UNDER THE EXISTING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES ON CONTINUING CONTRACT BASIS; AUTHORIZING THE VILLAGE MANAGER TO CREATE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED FOUR-HUNDRED THOUSAND DOLLARS ($400,000); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Heidi Siegel, Community and Economic Development Director)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH THE INSTITUTE FOR REGIONAL CONSERVATION FOR THE RESOTRATION AND MANAGEMENT OF THE PINE ROCKLAND AT CORAL REEF PARK AT A TOTAL COST OF $145,200; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING PALMETTO BAY BUSINESS ASSOCIATION INC., THE USE OF THALATTA ESTATE PARK ON TUESDAY, DECEMBER 5, 2023, FOR THE PURPOSE OF HOSTING "A HOLIDAY PARTY"; WAIVING ALL ASSOCIATED RENTAL FEES, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING CORAL REEF ELEMNETARY PARENT TEACHER ASSOCIATION THE USE OF THALATTA ESTATE PARK ON THURSDAY, JANUARY 25, 2024, FOR THE PURPOSE OF HOSTING A CORAL REEF ELEMENTARY “WINTER FORMAL” FUNDRAISER EVENT; WAIVING ALL ASSOCIATED RENTAL FEES, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

K. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COST ON MARCH 9, 2024, TO THE CYSTIC FIBROSIS FOUNDATION- CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

**15. OTHER BUSINESS**

**16. COUNCIL COMMENTS**

**17. NEXT MEETING AND ADJOURNMENT**

WE, THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, HEREBY COMMIT OURSELVES TO MAINTAINING CIVILITY IN OUR PUBLIC AND POLITICAL DISCOURSE AND PLEDGE TO THE FOLLOWING PRINCIPLES:

- We will respect the right of all citizens in our community to hold different opinions;
- We will avoid rhetoric intended to humiliate or question the wisdom of those whose opinions are different from ours;
- We will strive to understand differing perspectives;
- We will choose our words carefully;
- We will speak truthfully without accusation and we will avoid distortion;
- We will speak out against violence, prejudice, and incivility in all of their forms, whenever and wherever they occur.

NOTICE OF APPEAL RIGHTS

Pursuant to Florida Statutes 286.0105, the Village hereby advises the public that if a person decides to appeal any decision made by the Council with response to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, the affected person may need to ensure that verbatim record of the proceedings is made, which record includes testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the Village for the introduction or admission of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed.

AMERICAN DISABBILITIES ACT OF 1990

This meeting is open to the public. In accordance with the American Disabilities Act of 1990, persons needing special accommodation or a sign language interpreter to participate in this proceeding should contact the Village Clerk at (305) 259-1234 no later than four (4) days prior to the meeting. Hearing Assistance Devices are available with the Village Clerk.

**AGENDA ITEM NO. 3.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Clerk's Office |
| **ITEM TYPE:** | Minutes |
| **AGENDA SECTION:** | APPROVAL OF MINUTES |
| **SUBJECT:** | Regular Council Meeting (July 10, 2023) |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
Minutes-2023-07-10-Regular-FINAL
Exhibit A

# MINUTES
# REGULAR COUNCIL MEETING
# MONDAY, JULY 10, 2023 – 7:00 PM

(PROCLAMATIONS, AWARDS, & PRESENTATIONS BEGAN AT 6:30 PM)
VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157

At 6:30 p.m., the Honorable Mayor Karyn Cunningham Mayor together with the Village Council led the following recognitions and presentations:

**PROCLAMATIONS, AWARDS, PRESENTATIONS:**

A. Florida Senator Alexis Calatayud (Legislative Update)
B. Recognition of Pastor Rick (Christ Fellowship Church)
C. Recognition of Kara Borromeo (Women in Tennis)
D. Recognition of Oliver Madubuike (Counselor in Training)
E. Recognition of Dr. Amit K. "Bobby" Mahajan (National Lung Month)
F. Recognition of Officer Eric Pazos (VPB Policing Unit)

**1. CALL TO ORDER, ROLL CALL, INVOCATION, PLEDGE OF ALLEGIANCE, AND DECORUM STATEMENT, IN THAT ORDER.**

The Regular Council Meeting was called to order at 7:23 p.m. by Abigail Williams, Junior from Miami Palmetto Senior High School who was Mayor for the Day under the tutelage of Mayor Karyn Cunningham.

The following members of the Village Council were present during roll call:
Mayor Karyn Cunningham
Vice Mayor Leanne Tellam
Councilmember Patrick Fiore
Councilmember Steve Cody
Councilmember Marsha Matson

The following Charter Officers were present during the roll call:
Village Manager Nick Marano
Village Attorney John Dellagloria
Village Clerk Missy Arocha

Councilmember Patrick Fiore led the invocation.

The pledge of allegiance was led by Abigail Williams.

## 3. APPROVAL OF MINUTES

### A. Regular Council Meeting (May 1, 2023)

Councilmember Steve Cody **motioned** to amend the minutes to include the votes taken by the Village Council for items 14B and 14C. The motion was **seconded** by Vice Mayor Leanne Tellam. **All voted in favor of the amendment (5-0). The motion passed unanimously.**

Item 14B: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO SPECIAL EVENTS; APPROVING THE ANNUAL "PALMETTO BAY INDEPENDENCE DAY CELEBRATION" ON JULY 4TH, 2023; AUTHORIZING THE VILLAGE MANAGER TO ALLOCATE AND EXPEND UP TO $65,000 NET FUNDING FOR EXPENSES RELATED TO THE ANNUAL EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

ACTION/VOTE: (4-1)

| | |
|---|---|
| Mayor Karyn Cunningham | Yes |
| Vice Mayor Leanne Tellam | Yes |
| Councilmember Patrick Fiore | Yes |
| Councilmember Steve Cody | Yes |
| Councilmember Marsha Matson | No |

Item 4C: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO FEDERAL GRANTS, RETROACTIVELY ACCEPTING AND APPROVING A GRANT AWARD (AGREEMENT #T2204 /PROJECT #T22004) IN THE AMOUNT OF FOUR HUNDRED THOUSAND DOLLARS ($400,000); FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR CORAL REEF PARK TRAIL RENOVATIONS; RETROACTIVELY AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

ACTION/VOTE: (4-1)

| | |
|---|---|
| Mayor Karyn Cunningham | Yes |
| Vice Mayor Leanne Tellam | Yes |
| Councilmember Patrick Fiore | Yes |
| Councilmember Steve Cody | Yes |
| Councilmember Marsha Matson | No |

Councilmember Marsha Matson **motioned** to amend page 12, line 37 of the minutes to show her vote record as a no, for item 14A. The motion was **seconded** by Vice Mayor Leanne Tellam. **All voted in favor of the amendment (5-0). The motion passed unanimously.**

**B. Regular Council Meeting (June 5, 2023)**

Councilmember Patrick Fiore **motioned** to approve the May 1, 2023, minutes as amended, including the minutes of June 5, 2023. The motion was **seconded** by Vice Mayor Leanne Tellam. **All voted in favor (5-0). The motion passed unanimously.**

Village Manager Nick Marano reported that agenda item 13B relating to the Parks Master Plan will be brought back to the Village Council at the next regular council meeting scheduled for September 11, 2023, including the July Committee of the Whole Workshop for discussion.

Vice Mayor Leanne Tellam **motioned** to continue agenda item 13B relating to the Parks Master Plan, to be heard by the Village Council at the September 11, 2023, Regular Council Meeting. Councilmember Steve Cody **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

## 4. REQUESTS, PETITIONS AND PUBLIC COMMENTS SUBMITTED

The following public comments were made in person during the meeting for a time allotment of three minutes:

- Vitality Falcovitch (9280 SW 167th Terrace) – thanked the Council and the police commander for their dedication to the community and explained that he is appreciative of the departments.
- Olivia (Junior, Girl Scout Troop #2223-Coral Reef Elementary School) – explained her Bronze Award as it relates to the duck and peacock population and urged the constituents of the Village to not feed them as feeding them can create aggressiveness-not feeding helps keep population healthy.
- Cynthia Hewitt (16630 SW 80th Avenue) – spoke opposed to the Village's proposed wildlife management plan and explained that she is opposed to the capture of Muscovy ducks and population management by removal of eggs before viable and questioned why the Village and its representatives would support the plan.
- Jorge Pulido (16025 SW 89th Avenue Road) – spoke in support of the 4th of July event hosted by the Village and urged the Council to elevate the future of this event by initiating dazzling drones (i.e., such as drones that are colorful and silent) to be aligned with resiliency while trying to help the environment from toxins released by fireworks. He explained that the City of Aventura did this along with other communities since fireworks showed a display of a 40% increase in pollution for three days leading to asthma and other respiratory issues.
- Cristrene Cerutti (9311 SW 165th Street) – spoke of her concerns regarding the Muscovy duck's population and reported that the overpopulation is a man-made problem and urged the Village to consider contraceptive solutions which are sold on amazon for residential levels that could be purchased on the large scale.
- Kasandra Rodriguez (7505 SW 141st Street) – urged the Council to rescind Resolution 2023-01 that was enacted in January 2023 regarding the acquisition of land and explained that the residents of her area do not support the addition of a pocket park in the neighborhood. She questioned the maintenance costs that the Village would incur with the addition of the pocket park.
- Madelyn Hernandez (15300 SW 89th Avenue) - spoke opposed to the trapping and

removal of Muscovy ducks and feral cats.

**5. VILLAGE MANAGER'S REPORT**

A. Departmental Updates: Village Manager Nick Marano reported that the Manager's detailed report was part of the agenda packet and recited the departmental highlights of his report by illustrating a PowerPoint presentation. During his report, he highlighted that for the first time in Palmetto Bay history, the Village's taxable value has exceeded $4 million dollars which was an increase of $549,540,687 from the current fiscal year. Following his report, he answered questions raised by the Council in the report.

B. Police Commander Report: Major Mari Guerra illustrated the Compstat Reports for the month of June 2023 and that the overall crime in the Village is down 2% compared to the previous year. Following the report, she answered questions raised by the Council relating to the policing unit.

**6. VILLAGE ATTORNEY'S REPORT**

A. Litigation Update: Village Attorney John Dellagloria provided a litigation update on open litigation cases with the Village and answered questions raised by the Council on the matter.

**7. VILLAGE CLERK'S REPORT**

A. Calendar Update: Village Clerk Missy Arocha provided a calendar update for the month of July 2023 and illustrated a PowerPoint presentation illustrating the open vacancies on Village-wide Advisory Boards and Committees.

**8. BOARD AND COMMITTEE REPORTS**

A. Resiliency Committee Meeting (May 18, 2023)

Vice Mayor Leanne Tellam **motioned** to approve the Board and Committee Reports. The motion was **seconded** by Councilmember Patrick Fiore**. All voted in favor (5-0). The motion passed unanimously.**

**9. EMERGENCY ORDINANCES WITH PUBLIC HEARING:** None.

**10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING**

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO BUILDING PERMITS; AMENDING CHAPTER 5 BUILDING AND BUILDING REGULATIONS ARTICLE I; CREATING SECTION 5-1 BUILDING PERMIT EXEMPTIONS; CREATING SECTION 5-2 ZONING PERMITS; AUTHORIZING THE VILLAGE MANAGER TO IMPLEMENT BUILDING PERMIT EXEMPTIONS CONSISTENT WITH THE FLORIDA BUILDING CODE; AUTHORIZING THE VILLAGE MANAGER TO CREATE A ZONING PERMIT PROCEDURE FOR CERTAIN ITEMS THAT DO NOT REQUIRE A BUILDING PERMIT; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick*

*Fiore) (Passed on First Reading on June 5, 2023-Regular Council Meeting)*

Item 10A was continued to the Special Council Meeting scheduled for July 17, 2023, at 7:00 p.m.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE FISCAL YEAR 2022-2023 BUDGET; AMENDING ORDINANCE NUMBER 2022-10; AMENDING THE VILLAGE'S BUDGET FOR THE 2022-2023 FISCAL YEAR; AUTHORIZING THE VILLAGE MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS AND CONDITIONS OF THIS ORDINANCE; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration) (Passed on First Reading on June 5, 2023 – Regular Council Meeting)*

Item 10B was continued to the Special Council Meeting scheduled for July 17, 2023, at 7:00 p.m.

## 11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS; ADOPTING "THE TREE MEMORIAL PROGRAM;" ADDING SECTION 20-92 TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY STYLED "PARKS AND RECREATION; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Continued from Regular Council Meeting – June 5, 2023)*

Item 11A was continued to the Special Council Meeting scheduled for July 17, 2023, at 7:00 p.m.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING FEES; AMENDING APPENDIX A OF THE CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 11B was continued to the Special Council Meeting scheduled for July 17, 2023, at 7:00 p.m.

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING HEALTH BENEFITS; PROVIDING TWO YEARS OF HEALTH BENEFITS TO ALL CURRENT AND FUTURE COUNCILMEMBERS FOR EACH FOUR YEARS SERVICE ON THE COUNCIL, WITH THE BENEFIT TO BE RECEIVED FOLLOWING THE END OF THEIR SERVICE; REPEALING ORDINANCE 2017-21; AND PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 11C was continued to the Special Council Meeting scheduled for July 17, 2023,

at 7:00 p.m.

**12. CONSENT AGENDA**

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EMPLOYEE BENEFITS; APPROVING A ONE-YEAR CONTRACT EXTENSION WITH RISK MANAGEMENT ASSOCIATES, INC. D/B/A PUBLIC RISK INSURANCE ADVISORS TO PROVIDE AGENT-OF-RECORD SERVICES TO THE VILLAGE OF PALMETTO BAY AT A COST OF $22,500 PER YEAR; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE APPLICABLE DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 12A was timely pulled from the consent agenda.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE "TREE CITY USA 2023" APPLICATION; RECOGNIZING THE IMPORTANCE OF NATIONAL ARBOR DAY BY REAFFIRMING OUR COMMITMENT TO THE VILLAGE'S "TREE CITY USA" DESIGNATION; PROCLAIMNG THIS PAST APRIL 21ST, 2023 AS "NATIONAL ARBOR DAY" IN PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

Vice Mayor Leanne Tellam **motioned** to approve consent agenda item 12B. Councilmember Steve Cody **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

**13. RESOLUTIONS REQUIRING PUBLIC HEARING:** None.

**14. RESOLUTIONS WITH PUBLIC COMMENT**

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, NAMING A VILLAGE WILDLIFE ANIMAL; CREATING A VILLAGE-WIDE CONTEST FOR CHOSING AND NAMING A VILLAGE WILDLIFE ANIMAL; PROVIDING FOR A WILDLIFE ANIMAL LOGO AND COSTUME FOR VILLAGE EVENTS TO INCREASE AWARENESS OF THE IMPORTANCE OF WILDLIFE IN PALMETTO BAY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 14A was continued to the Special Council Meeting scheduled for July 17, 2023, at 7:00 p.m.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; FORMALLY ADOPTING THE 2023 PARKS MASTER PLAN AS PRESENTED BY BERMELLO, AJAMIL AND PARTNERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14B was continued to the Regular Council Meeting scheduled for September 11, 2023, at 7:00 p.m.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO RECOMMENDATIONS FROM THE VILLAGE MANAGER REGARDING THE CREATION OF A WILDLIFE MANAGEMENT PLAN FOR THE VILLAGE OF PALMETTO BAY PARKS AND OTHER PROPERTIES; RECOMMENDATIONS TO THE VILLAGE COUNCIL REGARDING THE CREATION OF COMMUNITY WILDLIFE HABITATS; SEEKING FINAL DIRECTION FROM THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.
*(Sponsored by Administration)*

Item 14C was moved by Councilmember Marsha Matson. Seconded by Councilmember Steve Cody.

Mayor Karyn Cunningham questioned how many public comments were submitted by form.

Village Clerk Arocha responded 27 public comments were submitted by form.

Councilmember Steve Cody made a **motion** directing the Village Clerk to read the public comments submitted by form for item 14C for a time allotment of one minute. The motion was **seconded** by Vice Mayor Leanne Tellam. **The motion passed (4-1)**; Councilmember Marsha Matson voted opposed.

The following public comments were made in person in <u>support</u> of item 14C:

- Jorge Pulido (16025 SW 89th Avenue Road)
- Judy Pogorzelski (8980 SW 157th Street)

The following public comments were made in person <u>opposed</u> to item 14C:

- Eugene Flinn (8261 SW 162nd Street)
- Luz Cerda (8988 SW 157th Street)
- Heidi Sanchez (8825 SW 178th Terrace)
- James Wildman (Animal Rights Foundation)
- Alexandra Flinn (8261 SW 162nd Street)
- Ashley Diaz (11761 SW 168th Terrace)
- Rachel Stanton (8441 SW 180th Street)

The following public comments were made in person <u>neutral</u> to item 14C:

- Henry Clifford (8875 SW 171st Street)
- Robert Brown (13001 SW 77th Avenue)

Village Clerk Missy Arocha read the public comments submitted by form. All public comments submitted by form are attached as "**Exhibit A**".

Following public comments, Councilmember Steve Cody **motioned** to continue the discussion of the wildlife management plan to the next Committee of the Whole Workshop. The **motion failed for a lack of second**.

Resiliency Coordinator, Andrea Candelaria illustrated a PowerPoint presentation that demonstrated an overview of the proposed Village Wildlife Management Plan Components.

Vice Mayor Leanne Tellam spoke opposed to the Resolution.

Mayor Karyn Cunningham questioned if the possibility exists to work with an outside consultant that would provide further guidance and information regarding wildlife habitat.

Manager Nick Marano responded yes, and that Section 2 of the Resolution provides an either-or option for the Council to consider (i.e., should FWC and the Village determine that a collaboration is not feasible, the Village Manager shall seek proposals from private entities for a Plan with the components outlined in the Resolution).

Councilmember Steve Cody spoke in support of the Resolution.

Councilmember Marsha Matson spoke in support of implementing a havoc resident driven committee to draft a wildlife management plan.

At 10:48 p.m., Councilmember Patrick Fiore made a **motion** to extend the meeting to 11:15 p.m. Councilmember Marsha Matson **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

Councilmember Patrick Fiore **motioned** to allow for additional public comment on the item. Councilmember Marsha Matson **seconded** the motion. The **motion failed (2-3)**; Mayor Karyn Cunningham, Vice Mayor Leanne Tellam, and Councilmember Steve Cody voted opposed.

Councilmember Steve Cody made a **motion** to adopt the option of the Manager in terms of getting started with $25,000 for the wildlife management plan. The **motion failed for a lack of a second.**

Vice Mayor Leanne Tellam urged the Council to defer the Resolution for another 30-60 days to allow for an additional period to gather and focus on the education.

Councilmember Marsha Matson made a **motion** to strike sections 2 and 3 of the Resolution and substitute it with the implementation of a short-term committee consisting of 10 residents that will create the wildlife management plan. The **motion failed for a lack of a second.**

Vice Mayor Leanne Tellam made a **motion** to defer the Resolution for another 60 days providing staff opportunity to convene another meeting of organizations that are interested in providing the Village a process to include the humane society, to allow the Resolution to come back to Council with a more developed recommendation. The **motion failed for a lack of a second.**

Councilmember Steve Cody **motioned** to call the question on the Resolution. The

**motion failed for a lack of a second**.

Vice Mayor Leanne Tellam urged the Council to support additional staff time on the Resolution. She explained that the Village hadn't received the plans from other municipalities and that other organizations such as the Everglades Foundation, provide educational resources.

Village Manager Nick Marano explained that the Council can agree on a scope and that his Administration can follow up with an Invitation-to-Bid for consultants to bid on a plan. He explained that he would bring the proposals to the Council for a consultant selection and that the scope would determine the drive of the submissions the Village would receive.

Mayor Karyn Cunningham questioned if the Manager would be able to bring back the scope to the Council later.

Village Manager Nick Marano responded yes.

Discussed ensued between the Village Manager and the Village Council regarding the possibility of the Manager bringing back a scope.

Councilmember Patrick Fiore **motioned** to call the question on the Resolution. The motion was **seconded** by Councilmember Steve Cody. **All voted in favor (5-0). The motion passed unanimously.**

The question was called in favor of the Resolution via a roll-call vote.

- Mayor Karyn Cunningham - NO
- Vice Mayor Leanne Tellam - NO
- Councilmember Patrick Fiore - NO
- Councilmember Steve Cody - YES
- Councilmember Marsha Matson - NO

**The Resolution failed (1-4)**.

Vice Mayor Leanne Tellam **motioned** to direct the Village Manager to bring back to Council a scope for putting together a Request for Proposal for consulting services regarding the Wildlife Management Plan. The **motion failed for a lack of second**.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AUTHORIZING THE VILLAGE MANAGER TO COORDINATE WITH THE COUNTY, IN ACCORDANCE WITH COUNTY IMPLEMENTING ORDER 8-4, FOR THE ACQUISITION OF LAND TO BE USED FOR POCKET PARKS; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 13D was moved by Vice Mayor Leanne Tellam. Seconded by Councilmember Steve Cody.

Village Clerk Missy Arocha read the public comments submitted by form. All public comments submitted by form are attached as "**Exhibit A**".

The following public comments were made in person in support of item 14D:

- Leo Toledo (8845 SW 161st Street)
- Jorge Pulido (16025 SW 89th Avenue Road)
- Mark Merwitzer (14730 SW 75th Avenue)

The following public comments were made in person opposed to item 14D:

- Judy Glynn (7565 SW 141st Street)
- Brendan Glynn (7565 SW 141st Street)
- Paul Wieser (7465 SW 141st Street)
- Kasandra Rodriguez (7505 SW 141st Street)
- Maurice Ferris (7450 SW 140th Drive)
- Bev Gerald (14271 SW 74th Court)

The following public comments were made in person neural to item 14D:

- Debbie Platt (8845 SW 160th Street)

Village Manager Nick Marano explained that under the Mayor's leadership, the Village completed a survey, and smaller neighborhood parks were the third highest desire of the entire community. He explained the purpose and intent of community pocket parks (i.e., something for the neighbors to walk close to). He also explained that no one would build a softball field under existing power lines; all potential land acquisitions used as pocket parks would become preserved as open spaces or designated walking paths for the neighbors.

Village Manager Nick Marano reported that pocket parks were considered a high priority for the community and that as the Council goes into the Parks Master Plan process, more details will become available for Council consideration and discussion. He stated that the existing parcel, as it relates to the agenda item, is currently owned by the Miami-Dade County Water & Sewer Department; it was identified as a suitable location to be preserved for residents and that many things could be incorporated into this park.

Discussion ensued between the Village Manager and the Village Council regarding long term lease agreement versus owning parcels of land for pocket parks.

All members of the Council spoke in support of the Resolution.

The question was called in favor of the Resolution. **All voted in favor (5-0). The Resolution passed unanimously.**

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT, APPROVING METRIC ENGINEERING, INC., TO CONDUCT A TREE INVENTORY FOR DISTRICT 1 AND

UPDATE THE GIS SYSTEM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT WITH THE COMPANY, IN THE AMOUNT OF FIFTY THOUSAND DOLLARS AND ZERO CENTS ($50,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14D was moved by Vice Mayor Leanne Tellam. Seconded by Councilmember Steve Cody.

No Council discussion was held.

The question was called in favor of the Resolution. **All voted in favor (5-0). The Resolution passed unanimously.**

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST ON MARCH 6, 2024, TO BAPTIST HEALTH SOUTH FLORIDA INC., FOR THE PURPOSE OF CONDUCTING AN EMPLOYEE SERVICE AWARD EVENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14F was moved by Vice Mayor Leanne Tellam. Seconded by Councilmember Steve Cody.

No Council discussion was held.

The question was called in favor of the Resolution. **All voted in favor (5-0). The Resolution passed unanimously.**

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AMENDING THE CONTRACT OF KIMBERLY HORN AND ASSOCIATES, INC. REGARDING PROFESSIONAL PARK DESIGN SERVICES FOR VERTERANS PARK, FOR THE PURPOSE OF AUTHORIZING ADDITIONAL LANDACAPE ARCHITECTURAL AND CIVIL ENGINEERING SERVICES AT A COST NOT TO EXCEED $119,500; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14G was moved by Councilmember Steve Cody. Seconded by Vice Mayor Leanne Tellam.

There were no public comments.

Vice Mayor Leanne Tellam **motioned** to move to waive the staff report. Councilmember Steve Cody **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

All the members of the Village Council spoke in support of the Resolution.

The question was called in favor of the Resolution. **All voted in favor (5-0). The**

**Resolution passed unanimously.**

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FY 2023-2024; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14H was moved by Vice Mayor Leanne Tellam. Seconded by Councilmember Patrick Fiore.

There were no public comments.

Village Manager Nick Marano illustrated a PowerPoint presentation that demonstrated the Administration's recommendation of using the millage rate of 2.350 as the maximum millage rate for the Village of Palmetto Bay for Fiscal Year 2023-2024.

Councilmember Marsha Matson questioned the projected total for the 2nd quarter.

Finance Director, Desmond Chin responded over $3 million dollars as the estimate final.

Councilmember Marsha Matson questioned how much the Village is in the reserves now and what is the required amount for the reserves.

Finance Director, Desmond Chin responded approximately over $12 million dollars and that the bare minimum of three months of the operating budget is recommended.

Village Manager Nick Marano reported that the Village is above the bare minimum per the GFO recommendation.

Councilmember Marsha Matson questioned if the Village is at full employment.

Village Manager Nick Marano responded that there are a few open vacancies.

Councilmember Steve Cody questioned what is the amount that would be paid additionally by the median homeowner with the proposed millage rate – 2.350.

Village Manager Nick Marano responded $33 dollar difference (increase).

Councilmember Marsha Matson questioned what the millage rate would be if the Village could save an additional $600,000.

Finance Director, Desmond Chin responded 2.21.

Discussion ensued between the Village Council and the Village Manager regarding the millage rate comparatives to other municipalities.

Councilmember Marsha Matson **motioned** to set the maximum millage rate to 2.21. The

**motion failed for a lack of a second**.

The question was called in favor of the Resolution via a roll-call vote.

- Councilmember Marsha Matson - NO
- Councilmember Steve Cody - YES
- Councilmember Patrick Fiore - YES
- Mayor Karyn Cunningham - YES
- Vice Mayor Leanne Tellam - YES

**The Resolution passed (4-1)**; Councilmember Marsha Matson voted opposed.

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF LUDOVICI PARK BY VOLUNTEERING MIAMI INC., FOR THE PURPOSE OF HOSTING A "VOLUNTEER FAIR 2023" EVENT; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14I was continued to the Special Council Meeting scheduled for July 17, 2023, at 7:00 p.m.

J. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE PARK BY MIAMI-DADE COUNTY COMMISSION FOR WOMEN, FOR THE PURPOSE OF HOSTING A "RAISE AWARENESS FUNDRAISER" EVENT; WAIVING ALL ASSOCIATED RENTAL FEES AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration)*

Item 14J was continued to the Special Council Meeting scheduled for July 17, 2023, at 7:00 p.m.

**15. OTHER BUSINESS:** None.

**16. COUNCIL COMMENTS:** None.

**17. NEXT MEETING AND ADJOURNMENT:** Councilmember Steve Cody **motioned** to adjourn the meeting at 11:12 p.m. Vice Mayor Leanne Tellam **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

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The meeting minutes were approved this 11th day of September, 2023.

Attest:

_____ _____

Mayor Karyn Cunningham Village Clerk Missy Arocha

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 1:56 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | July 10, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Eric Tullberg |
| Email Address | e341@bellsouth.net |
| Address | 7884 SW 179 Tr. |
| City | Palmetto Bay |
| State | Miami-Dade |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | 3C - The Council unanimously adopted the Updated Bicycle & Pedestrian Master Plan last month. All Construction should be required to install sidewalks or paths where they are issing in front of their properties. Planning & Zoning should check the BPMP for where sidewalks or paths are required before approving any construction. Get the Developer to build the sidewalks or paths so we do not have to. |
| | (Section Break) |

| | |
|---|---|
| Agenda Item No. | 9A |
| Comments (type your comments in the box below) | Limit bureaucracy if it does not affect VPB quality of life. |
| Agenda Item No. | 10B |
| Comments (type your comments in the box below) | Site Plans should be $250 per unit, not $250 / 10 units. Mitigation should be more than $200 per tree. |
| Agenda Item No. | 11G |
| Comments (type your comments in the box below) | Veterans Park plans should use the existing sidewalk and parking area. Otherwise there is the cost of removing and replacing the existing facilities. |
| Agenda Item No. | 13C |
| Comments (type your comments in the box below) | Be careful about the general term "Wildlife" It includes rats, mosquitos, and Muscovy Ducks. The Muscovy Duck case seems to have started with a heresay story of a child being terrorized by a duck. Use common sense. Feral cats have killed far more songbirds than VPB. Less is more, unless there is a serious problem. |
| Agenda Item No. | 13D |
| Comments (type your comments in the box below) | If you want these to be truly neighborhood parks, make the parking lot very small (ADA & Staff only). |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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|---|---|
| Comments (type your comments in the box below) | 13C<br>I want to voice my support for item 13C on tonight's agenda. We need to take a serious look at wildlife here in Palmetto Bay and come up with a plan to manage it safely and effectively. Thank you |
| Agenda Item No. | 13A |
| Comments (type your comments in the box below) | Good Evening Palmetto Bay<br><br>I oppose Item 13A. The Village has a lot of serious issues and needs in front of it. However, holding a contest to choose a Village mascot animal is a waste of time and money. When I first read the item I thought it had to be a joke. You really think we should adopt a coyote as a mascot? Or other invasive species like Muscovy ducks, Egyptian geese, and peacocks? Please. Focus on our real needs and not this nonsense. Thank you |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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|---|---|
| Comments (type your comments in the box below) | Based on public records on negative wildlife encounters with humans on Village property, I have not seen one in which it was shown that a wild animal attacked a person without provocation. Also, I do not believe that killing (aka managing) non-native wildlife will bring native wildlife back to Palmetto Bay. In my backyard, I see both native and non-native wildlife peacefully mingling together eating the bugs in the grass and the fish in the canal. No animal species is driving the other away. I sit in the grass and I have never been attacked or threatened by the myriad of wildlife that walk around me. Rather, density has driven the native wildlife away. I do not see the need for a Wildlife Management Plan, especially one suggested by FWC. |
| Agenda Item No. | 13A |
| Comments (type your comments in the box below) | I support this item. I believe all types of wildlife in Palmetto Bay should be celebrated. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Friday, July 7, 2023 10:17 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 7/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Natasha Reynolds |
| Email Address | reynolds2502@gmail.com |
| Address | 16225 SW 88th Avenue Rd |
| City | Palmetto Bay |
| State | Florida |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13B |

| | |
|---|---|
| Comments (type your comments in the box below) | I am in support of the creation of additional green spaces and pocket parks - especially for our Village. |
| Agenda Item No. | 13D |
| Comments (type your comments in the box below) | The surrounding neighborhood has become extremely excited about any and all conversations to potentially convert this vacant lot Folio 33-5028-005-1920 into a green space. The changing demographics of the community and ongoing need for small accessible green spaces outside of our major parks within the Village has been growing. The creation of this space will increase property values, create and nurture relationships between neighbors, and instill community involvement. What a delight it would be to see our council taking the steps to follow one of the core foundation values which was to create "better parks and recreation services" for its residents by developing a pocket park designed to connect people together. Currently the community uses a portion of this land informally. We would love to see something formalized there. I am in support of this opportunity and would love funds to be allocated for this improvement if not already done so. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 12:14 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | July 10, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Marc Levy |
| Email Address | mtlevy13@yahoo.com |
| Address | 9300 sw 178 street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13B |

| | |
|---|---|
| Comments (type your comments in the box below) | I would like to speak out against one item in the parks master plan effecting Palmetto Bay Park. Please do not open Park blvd to automobile traffic. The community of District 3 spoke loud and clear last year when they asked you to close it down and add it back into the park boundaries, we never wanted that road in the first place and the damage it has done to the park the plan does nothing to address. I find it insulting to the community that you open it back up to traffic again, we want our green space and kids' section of the park back that you took away. As Steve Cody said when you voted to restore the boundaries, there should not be road right next to the kid's playground it is not safe. The entrance we have is fine and it should be left the way that it is. I am sure you can find a much better use for the space like restoring the park space that was taken away for us all to enjoy. |
| Agenda Item No. | 13C |
| Comments (type your comments in the box below) | I wish I could be there in person and thankfully you still will let our voice be heard out loud through write in comments. I would like to speak out against item 13C. Palmetto Bay does not need a wildlife plan our wildlife is just fine if everyone would just leave them be. You have created an issue that was not issue, this is completely self-inflicted. We love our animals all of them. Making the FWC the sole advisor is just to provide members of the council cover to kill more animals. Everyone knows FWC is for the slaughter of all so-called evasive species. But just because a species may not have originally been here does not mean it causes harm to our environment. The community has overwhelming expressed their displeasure with this idea and as elected officials you job is to represent our interest. At the last council meeting this was brought up people lined up in the chamber to tell you that, I hope you listen. |
| Agenda Item No. | 13F |
| Comments (type your comments in the box below) | I would like to speak out against giving a free ride to Baptist Hospital, the idea that they should be given our park facilities to use for free is a joke. They have more money than they know what to do with, they are one of the last groups we should be giving away our tax dollars to. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Sunday, July 9, 2023 11:29 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

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|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 7/10/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Carol Caridad |
| Email Address | carol@paws4you.org |
| Address | 8480 SW 146 ST |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13C |

| | |
|---|---|
| Comments (type your comments in the box below) | STOP the SLAUGHTERING of the ducks at Coral Reef Park. This is includes the Muscovy and other species. Enforce the no feeding the wildlife rule. Contact a humane wildlife management organization with experience in non-lethal population control methods. My family went to the park for the first time last weekend since the slaughter and there were families and families of ducks including Muscovy and all were peaceful. I have lived in Palmetto Bay for over 40 years and never in my life would I think that the community I grew up in would be killing lives. How am I supposed to explain that to my 9 year old daughter? We have plenty of important items to focus on in our community. Leave the wildlife alone. They are not hurting anyone. Go find another park. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Sunday, July 9, 2023 3:24 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 7/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | James Piersol |
| Email Address | Jwpiersol@bmail.com |
| Address | 17225 SW 83 Ct |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | Item 13C |

| | |
|---|---|
| Comments (type your comments in the box below) | I would urge the council to not support AGENDA ITEM 13C because I don't believe the FWC is the right partner for this subject. FWC is not the appropriate partner to refine our town wildlife management plan because the primary focus and purpose of that organization is not in the area of urban wildlife management. Urban areas often become home to non-native species - that do not all need to be eradicated. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Sunday, July 9, 2023 4:06 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | July 10, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Fred E. Glickman |
| Email Address | fred@kwglawoffices.com |
| Address | 13740 SW 78 Court |
| City | Miami |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13 C |

| | |
|---|---|
| Comments (type your comments in the box below) | I object to the involvement of the FWC.<br>Any wildlife issues can and should be managed without resorting to killing the wildlife. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Sunday, July 9, 2023 6:43 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 7/10/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Brenda Gonzalez |
| Email Address | brenda@bluecoastlandscaping.com |
| Address | 9300 sw 177th street |
| City | miami |
| State | fl |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13C |

| | |
|---|---|
| Comments (type your comments in the box below) | Remove the Ducks by any means!! |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Sunday, July 9, 2023 7:58 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | July 10, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Thomas F. Walby |
| Email Address | twalby@bellsouth.net |
| Address | 7550 SW 173 Street |
| City | Palmetto Bay |
| State | Florida |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | I live on the C-100 canal. The ducks that were here 2 years ago have been depleted and are no longer a nuisance. African Geese are a big noise nuisance and I'd like to move them to another location. Peacocks are a disaster. They proliferate very quickly and eat every flowering plant on my street. They are found almost every day sitting on my car and, naturally, their waste has to be removed. They are filthy and I am constantly trying to clean my driveway. Although they are pretty birds, I'd |

| | |
|---|---|
| | like them removed from this area due to serious health concerns and quality of life issues. |
| | (Section Break) |
| Agenda Item No. | 13C |
| Comments (type your comments in the box below) | See comments above |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Sunday, July 9, 2023 8:48 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 7/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Gloria Hernandez-Diaz de Villegas |
| Email Address | sojogg1@comcast.net |
| Address | 7225 SW 138 St |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13C |

| | |
|---|---|
| Comments (type your comments in the box below) | Where is it that you draw the line? There are many invasive species in our area. What will you do with the iguanas, the brown basilisks, the peacocks, the macaws, the Egyptian geese, and many more? Muscovy ducks might be a nuisance for some. They do not bother me at all. In fact, I love seeing them around with their ducklings. I have been seeing them for the 28 years I have been living in Palmetto Bay. They are part of who we are. Please, let them be!<br><br>Respectfully,<br><br>Gloria Hernandez - Diaz de Villegas |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Melissa Dodge

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 12:08 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 07/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Janet Levy |
| Email Address | Janetflevy@yahoo.com |
| Address | 9300 SW 178 Street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13.C (continuation of item 14.A from the May 1 agenda) |

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|---|---|
| Comments (type your comments in the box below) | I am concerned about Vice Mayor Tellam's plans for a Wildlife Management Plan. Let's be real. Palmetto Bay doesn't actually have much wildlife. This is not about wildlife. This is about ducks. It's a duck plan, and obviously for 3 of you it's not about managing ducks but rather about killing ducks and blaming the FWC.<br><br>On May 1, the vast majority of residents publically objected to the selection of the FWC for this role for good reasons. Only council members Fiore and Matson listened to the residents and opposed. The final proposal, drafted at a meeting that the public was not invited to, designates only FWC anyway.<br><br>Just because animals are not native by your definition, does not necessarily make them invasive or harmful. A management plan would seek the advice of other well respected organizations as your constituents have asked of you.<br><br>On a similar note, you have multiple applicants for multiple committees who applied many months ago and yet you still put out there a need for applicants. Leanne you clearly don't care about others' ideas, nor do your buddies Karen and Steve. I'm disgusted. |
| Agenda Item No. | 13.B |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

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|---|---|
| Comments (type your comments in the box below) | I would like to speak out against one item in the parks master plan effecting Palmetto Bay Park. Please do not open Park blvd to automobile traffic. The community of District 3 spoke loud and clear last year when they asked you to close it down and add it back into the park boundaries, we never wanted that road in the first place and the damage it has done to the park the plan does nothing to address. I find it insulting to the community that you open it back up to traffic again, we want our green space and kids' section of the park back that you took away. As Steve Cody said when you voted to restore the boundaries, there should not be road right next to the kid's playground it is not safe. The entrance we have is fine and it should be left the way that it is. I am sure you can find a much better use for the space like restoring the park space that was taken away for us all to enjoy. |
| Agenda Item No. | 13C |
| Comments (type your comments in the box below) | I wish I could be there in person and thankfully you still will let our voice be heard out loud through write in comments. I would like to speak out against item 13C. Palmetto Bay does not need a wildlife plan our wildlife is just fine if everyone would just leave them be. You have created an issue that was not issue, this is completely self-inflicted. We love our animals all of them. Making the FWC the sole advisor is just to provide members of the council cover to kill more animals. Everyone knows FWC is for the slaughter of all so-called evasive species. But just because a species may not have originally been here does not mean it causes harm to our environment. The community has overwhelming expressed their displeasure with this idea and as elected officials you job is to represent our interest. At the last council meeting this was brought up people lined up in the chamber to tell you that, I hope you listen. |
| Agenda Item No. | 13F |
| Comments (type your comments in the box below) | I would like to speak out against giving a free ride to Baptist Hospital, the idea that they should be given our park facilities to use for free is a joke. They have more money than they know what to do with, they are one of the last groups we should be giving away our tax dollars to. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 8:12 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 7/10/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Ron Caridad |
| Email Address | Rcaridad@yahoo.com |
| Address | 8480 SW 146 ST |
| City | Palmetto Bay |
| State | Fl |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13C |

| | |
|---|---|
| Comments (type your comments in the box below) | Stop the killing of the species of the ducks and other. This is a family park that I have been going to all the years I have lived in Palmetto Bay and it disgusts me that 2 people in all these years have made a complaint. These ducks are gentle and mind their own business. Of course they are curious about food. Enforce a no feeding wildlife rule. For those few that have issues then go to another park. You will have more that will not want to enjoy the park if you continue with your horrific slaughtering efforts. Shame on those who do not take the time to look into humane options. We have bigger issues to worry about in our community than killing ducks. It disgusts me that we are wasting time on such a ridiculous issue. I want to enjoy the park with my family yet my wife now does not want to go to the park and my daughter loves to see all the families of ducks so peacefully living there. How am I so supposed to explain to her that the town of Palmetto Bay she lives in is slaughtering ducks. She been playing at the park since she was 2 months old. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 10:12 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 07/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Amy Nelson |
| Email Address | amynelson247@gmail.com |
| Address | 9420 SW 180 Street |
| City | Palmetto Bay |
| State | Florida |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13c |

| | |
|---|---|
| Comments (type your comments in the box below) | The ducks are a dirty nuisance in the neighborhoods and they need to be controlled. My husband and I used to play scrabble and have lunch at Coral reef park but had to stop as the ducks are too aggressive and will attack you for food. They need to be controlled. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 10:52 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 07/10/2022 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Carol Vega |
| Email Address | sunmoon53@aol.com |
| Address | 8845 SW 178th Terrace |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13C |

| | |
|---|---|
| Comments (type your comments in the box below) | With so many important things to deal with, I have no idea why the council has become so obsessed with killing wildlife.<br>How have you all become so insensitive to creatures who have as much right on this planet as we do? The FWC is a group of people who have been appointed and not elected as you know. The majority have no clue and are not educated enough to be any part of so called "wildlife management". If several of you on the council have such hatred towards animals, or feel the need of bending to Johnny-come-lately's in Palmetto Bay, who value material things over nature, we as a Village are in danger. The innocent creatures have been crowded out by your irresponsible overdevelopment, and should not have to needlessly suffer.<br>The apartment buildings that you have approved with inadequate parking are ruining the quality of life for those in district 3. Ducks, peacocks, and cats who have been abandoned by their owners should not have to suffer because of the mistakes of humans. The constant refusal of any type of free wildlife education which could be sought freely by those of us who have dedicated our lives to creatures makes no sense at all. The creatures have lived here for many decades, and I and others shouldn't have to write to protect them. The few loud complaining residents who have recently popped up with their complaints, should not have more say than those of us who have lived here at peace with nature for decades. If you personally don't like animals, that's one thing but to slaughter for inconvenience and political gain from the wealthy is inexcusable. Like I've stated before, praying and then killing, has become what Palmetto Bay has become known for. We need to become kind and gentle and remember what the word karma means. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 11:38 AM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 07/10/23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Rachel |
| Email Address | powrac@gmail.com |
| Address | 7700 sw 146th ter |
| City | palmetto bay |
| State | fl |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13.C |

| | |
|---|---|
| Comments (type your comments in the box below) | I fully oppose the FWC partnership and I want to engage the community in creating a plan adopting entirely non-lethal action toward wildlife that respects all living things. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 12:02 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 10JUL23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Ned Bruha |
| Email Address | help@totalwildlifecontrol.com |
| Address | 1242 SW Pine Island Rd. |
| City | Cape Coral |
| State | FL |
| Zip Code | 33991 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | "Humane" wildlife resolutions |

| | |
|---|---|
| Comments (type your comments in the box below) | I, Ned Bruha of The Wildlife Whisperer, LLC am concerned that after being consulted in regards to truly humane wildlife management, was not informed that the FWC was chosen to do said work. During the meeting, we were told that the decisions would not be made until tonight's meeting. Strategic wording?<br><br>1. WHAT is the FWC's unwritten plan that has been approved? When FWC fails with "all" non lethal options, will it be "but FWC says we have no choice other than killing"?<br>2. How is a public entity such as FWC being employed? Where else are they employed in a similar manner? Results? |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 12:32 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | July 10, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Eve Kahn |
| Email Address | evekahn1923@gmail.com |
| Address | 13701 SW 79 Ct |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13c |

| | |
|---|---|
| Comments (type your comments in the box below) | I am against any and all removal/killing of wildlife such as ducks, birds, and the like in our village. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 2:19 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

**CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking any strange links.**

# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 07/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Jennifer Santino-Finger |
| Email Address | jds3377777@aol.com |
| Address | 14621 SW 78 Ave |
| City | Palmetto Bay |
| State | Florida |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13C |

| | |
|---|---|
| Comments (type your comments in the box below) | Based on public records on negative wildlife encounters with humans on Village property, I have not seen one in which it was shown that a wild animal attacked a person without provocation. Also, I do not believe that killing (aka managing) non-native wildlife will bring native wildlife back to Palmetto Bay. In my backyard, I see both native and non-native wildlife peacefully mingling together eating the bugs in the grass and the fish in the canal. No animal species is driving the other away. I sit in the grass and I have never been attacked or threatened by the myriad of wildlife that walk around me. Rather, density has driven the native wildlife away. I do not see the need for a Wildlife Management Plan, especially one suggested by FWC. |
| Agenda Item No. | 13A |
| Comments (type your comments in the box below) | I support this item. I believe all types of wildlife in Palmetto Bay should be celebrated. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 3:21 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | July 10, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Pamela Gorman |
| Email Address | psgorman@aol.com |
| Address | 14140 SW 72nd Avenue |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | I moved to Palmetto Bay prior to incorporation. Wildlife in Palmetto Bay has always existed and will continue to exist in our community. The Village of Palmetto Bay should not be actively killing Muscovy ducks. The killing is shameful and embarrassing to our community. As most of the council knows, I live on C-100 and enjoy the wildlife surrounding my home that includes Muscovy ducks, Egyptian geese, turtles, manatees, alligators and other wildlife. Why is the village so intent on sanitizing the community of wildlife? I respectfully ask the |

| | |
|---|---|
| | Council to vote NO to Agenda item 13.C, the proposed wildlife management plan and seek an alternative solution. |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 3:56 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | July 10, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Pamela Gorman |
| Email Address | psgorman@aol.com |
| Address | 14140 SW 72nd Avenue |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33158 |
| Meeting Agenda Link | Agenda Center |
| (Section Break) | |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| (Section Break) | |
| Agenda Item No. | 13C |

| | |
|---|---|
| Comments (type your comments in the box below) | I moved to Palmetto Bay prior to incorporation. Wildlife in Palmetto Bay has always existed and will continue to exist in our community. The Village of Palmetto Bay should not be actively killing Muscovy ducks. The killing is shameful and embarrassing to our community. As most of the council knows, I live on C-100 and enjoy the wildlife surrounding my home that includes Muscovy ducks, Egyptian geese, turtles, manatees, alligators and other wildlife. Why is the village so intent on sanitizing the community of wildlife? I respectfully ask the Council to vote NO to Agenda item 13.C, the proposed wildlife management plan and seek an alternative solution. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Melissa Dodge

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 4:04 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | July 10th. |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | david singer |
| Email Address | Dmsinger61@gmail.com |
| Address | 8360 SW 154 Terr |
| City | Miami |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | What is wrong with you people. Stop killing the ducks and wild animals in our Village. Get a life people. Stop wasting the public's tax dollars. |
| | (Section Break) |
| Agenda Item No. | 13c. |

| | |
|---|---|
| Comments (type your comments in the box below) | What is wrong with you people. Stop killing the ducks and wild animals in our Village. Get a life people. Stop wasting the public's tax dollars. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 4:15 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 07-10-23 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | Check here if you affirm that the information provided herein is true and accurate |
| Name | Maria |
| Email Address | crisnietore@gmail.com |
| Address | 15945 sw 77 ct |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | I oppose to any killing of wild life in Palmetto Bay. |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 4:16 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 07/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | David Unda |
| Email Address | djundat@yahoo.com |
| Address | 15975 SW 78th Ave |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | I am deeply disappointed with The Village of Palmetto Bay for persisting with inhumane actions, despite the objections of numerous residents who strongly oppose the killing of wildlife in the area. |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 4:18 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | July 10, 2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Kelli Willis |
| Email Address | Kellicuts@aol.com |
| Address | 8460 Sw 180 street |
| City | Palmetto Bay |
| State | Florida |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13C |

| | |
|---|---|
| Comments (type your comments in the box below) | 13C<br>I want to voice my support for item 13C on tonight's agenda. We need to take a serious look at wildlife here in Palmetto Bay and come up with a plan to manage it safely and effectively. Thank you |
| Agenda Item No. | 13A |
| Comments (type your comments in the box below) | Good Evening Palmetto Bay<br><br>I oppose Item 13A. The Village has a lot of serious issues and needs in front of it. However, holding a contest to choose a Village mascot animal is a waste of time and money. When I first read the item I thought it had to be a joke. You really think we should adopt a coyote as a mascot? Or other invasive species like Muscovy ducks, Egyptian geese, and peacocks? Please. Focus on our real needs and not this nonsense. Thank you |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

**Melissa Dodge**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 4:22 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 07/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Alba Stansu |
| Email Address | albastansu@hotmail.com |
| Address | 15975 SW 78th Ave |
| City | PALMETTO BAY |
| State | FL |
| Zip Code | 33157-2303 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | The Village of Palmetto Bay's continuation of inhumane actions, despite the opposition from many residents who are strongly against wildlife killing, has left me deeply disappointed. Thank you Patrick Fiore & Marsha Matson for listening |
| | (Section Break) |
| Agenda Item No. | *Field not completed.* |

## Melissa Dodge

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 4:39 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 07/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | M |
| Email Address | Daruwala@fiu.edu |
| Address | 7623 sw 170 st |
| City | Palmetto Bay |
| State | Fl |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| | (Section Break) |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| | (Section Break) |
| Agenda Item No. | 13c |

| | |
|---|---|
| Comments (type your comments in the box below) | The landscape and "wildlife" we have in Palmetto Bay are among the reasons people visit and move here. A lot of people, including children, love our wildlife and want to live in harmony with it. Perhaps we need to address the issue as less of a wildlife "problem" and more of a human behavior issue and consider some of the recommendations for providing a wildlife friendly village. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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**Missy Arocha**

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 4:56 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 07/10/2023 |
| Meeting Type | Committee of the Whole Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Margaret Haber |
| Email Address | mwhaber@verizon.net |
| Address | 8290 SW 180th ST |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | *Field not completed.* |
| Agenda Item No. | 13C |

| | |
|---|---|
| Comments (type your comments in the box below) | Proposing a wildlife plan working only with FWC, including a memo on duck killing, indicates that Palmetto Bay remains determined to kill wildlife despite clear resident opposition. Humane alternatives have been presented. The Village is destroying our designation as a bird sanctuary, and we will soon be a target of derision for unnecessary cruelty. Listen to residents. Commit to humane, non-lethal management only. Thanks to Patrick Fiore for trying to address this for Village residents. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 5:00 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 7/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Rachel Stanton |
| Email Address | rachelnotaryfl@gmail.com |
| Address | 8441 Southwest 180th Street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Regarding 13C-Residents suggested 3 humane non lethal wildlife management companies for Palmetto Bay to consult with for their "wildlife management plan" but these companies are being excluded. Instead, FWC was chosen for Palmetto Bay's wildlife management plan and the residents are being ignored. Wildlife including muscovy deserve the chance to live as they have been for more than a century in south Florida. |

## Missy Arocha

**From:** noreply@civicplus.com
**Sent:** Monday, July 10, 2023 5:01 PM
**To:** Melissa Dodge; Missy Arocha
**Subject:** [EXT] Online Form Submittal: Public Comments Form

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# Public Comments Form

| | |
|---|---|
| Online Public Comments Form | Meeting Agenda |
| Meeting Date | 7/10/2023 |
| Meeting Type | Regular Council Meeting |
| The box below must be checked for Zoning Hearings ONLY | *Field not completed.* |
| Name | Katherine Stanton |
| Email Address | stantonkatherinem@gmail.com |
| Address | 8441 Southwest 180th Street |
| City | Palmetto Bay |
| State | FL |
| Zip Code | 33157 |
| Meeting Agenda Link | Agenda Center |
| General Public Comments - "Requests, Petitions & Public Comments Submitted" | Regarding 13C-Residents suggested 3 humane non lethal wildlife management companies for Palmetto Bay to consult with for their "wildlife management plan" but these companies are being excluded. Instead, FWC was chosen for Palmetto Bay's wildlife management plan and the residents are being ignored. Wildlife including muscovy deserve the chance to live as they have been for more than a century in south Florida. |

| | |
|---|---|
| Agenda Item No. | 9A |
| Comments (type your comments in the box below) | Limit bureaucracy if it does not affect VPB quality of life. |
| Agenda Item No. | 10B |
| Comments (type your comments in the box below) | Site Plans should be $250 per unit, not $250 / 10 units. Mitigation should be more than $200 per tree. |
| Agenda Item No. | 11G |
| Comments (type your comments in the box below) | Veterans Park plans should use the existing sidewalk and parking area. Otherwise there is the cost of removing and replacing the existing facilities. |
| Agenda Item No. | 13C |
| Comments (type your comments in the box below) | Be careful about the general term "Wildlife" It includes rats, mosquitos, and Muscovy Ducks. The Muscovy Duck case seems to have started with a heresay story of a child being terrorized by a duck. Use common sense. Feral cats have killed far more songbirds than VPB. Less is more, unless there is a serious problem. |
| Agenda Item No. | 13D |
| Comments (type your comments in the box below) | If you want these to be truly neighborhood parks, make the parking lot very small (ADA & Staff only). |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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| | |
|---|---|
| Comments (type your comments in the box below) | I am in support of the creation of additional green spaces and pocket parks - especially for our Village. |
| Agenda Item No. | 13D |
| Comments (type your comments in the box below) | The surrounding neighborhood has become extremely excited about any and all conversations to potentially convert this vacant lot Folio 33-5028-005-1920 into a green space. The changing demographics of the community and ongoing need for small accessible green spaces outside of our major parks within the Village has been growing. The creation of this space will increase property values, create and nurture relationships between neighbors, and instill community involvement. What a delight it would be to see our council taking the steps to follow one of the core foundation values which was to create "better parks and recreation services" for its residents by developing a pocket park designed to connect people together. Currently the community uses a portion of this land informally. We would love to see something formalized there. I am in support of this opportunity and would love funds to be allocated for this improvement if not already done so. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
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| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

| | |
|---|---|
| Agenda Item No. | 9A |
| Comments (type your comments in the box below) | Limit bureaucracy if it does not affect VPB quality of life. |
| Agenda Item No. | 10B |
| Comments (type your comments in the box below) | Site Plans should be $250 per unit, not $250 / 10 units. Mitigation should be more than $200 per tree. |
| Agenda Item No. | 11G |
| Comments (type your comments in the box below) | Veterans Park plans should use the existing sidewalk and parking area. Otherwise there is the cost of removing and replacing the existing facilities. |
| Agenda Item No. | 13C |
| Comments (type your comments in the box below) | Be careful about the general term "Wildlife" It includes rats, mosquitos, and Muscovy Ducks. The Muscovy Duck case seems to have started with a heresay story of a child being terrorized by a duck. Use common sense. Feral cats have killed far more songbirds than VPB. Less is more, unless there is a serious problem. |
| Agenda Item No. | 13D |
| Comments (type your comments in the box below) | If you want these to be truly neighborhood parks, make the parking lot very small (ADA & Staff only). |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |

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| | |
|---|---|
| Comments (type your comments in the box below) | I would like to speak out against one item in the parks master plan effecting Palmetto Bay Park. Please do not open Park blvd to automobile traffic. The community of District 3 spoke loud and clear last year when they asked you to close it down and add it back into the park boundaries, we never wanted that road in the first place and the damage it has done to the park the plan does nothing to address. I find it insulting to the community that you open it back up to traffic again, we want our green space and kids' section of the park back that you took away. As Steve Cody said when you voted to restore the boundaries, there should not be road right next to the kid's playground it is not safe. The entrance we have is fine and it should be left the way that it is. I am sure you can find a much better use for the space like restoring the park space that was taken away for us all to enjoy. |
| Agenda Item No. | 13C |
| Comments (type your comments in the box below) | I wish I could be there in person and thankfully you still will let our voice be heard out loud through write in comments. I would like to speak out against item 13C. Palmetto Bay does not need a wildlife plan our wildlife is just fine if everyone would just leave them be. You have created an issue that was not issue, this is completely self-inflicted. We love our animals all of them. Making the FWC the sole advisor is just to provide members of the council cover to kill more animals. Everyone knows FWC is for the slaughter of all so-called evasive species. But just because a species may not have originally been here does not mean it causes harm to our environment. The community has overwhelming expressed their displeasure with this idea and as elected officials you job is to represent our interest. At the last council meeting this was brought up people lined up in the chamber to tell you that, I hope you listen. |
| Agenda Item No. | 13F |
| Comments (type your comments in the box below) | I would like to speak out against giving a free ride to Baptist Hospital, the idea that they should be given our park facilities to use for free is a joke. They have more money than they know what to do with, they are one of the last groups we should be giving away our tax dollars to. |
| Agenda Item No. | *Field not completed.* |
| Comments (type your comments in the box below) | *Field not completed.* |
| Agenda Item No. | *Field not completed.* |

**AGENDA ITEM NO. 5.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

**DATE:** September 11, 2023

**SUBMITTED BY:** Missy Arocha, Village Clerk's Office

**ITEM TYPE:** Report

**AGENDA SECTION:** VILLAGE MANAGER'S REPORT

**SUBJECT:** Departmental Updates

**SUGGESTED ACTION:**

**ATTACHMENTS:**
Manager's Report - September 11, 2023.pdf

# Manager's Report

## FINANCE

### June

- The expenditures in June 2023 were $ 735,025, 3.93% of the total budget, compared to budgeted expenditures of $1,560,130, a surplus of 4.40 % for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,560,130 or 8.33% per month. This does not consider the timing of expenditures such as Police, which is billed quarterly, annual bond payment or seasonal events such as Summer Camp or Village events.

- YTD the Village has spent $9,616,241.16 or 51.36% compared to budgeted expenditures of $14,041,170 or 74.97 %.

- Manager's Reportable Checks:

| Check Transfer Date | Check Transfer # | Vendor Name | Description | Total Amount |
|---|---|---|---|---|
| **6/2/2023** | 42133 | MUSCO SPORTS LIGHTING LLC | MATERIALS FOR UPDATING LIGHTINING SYSTEM AT PBP (50% DEPOSIT) | $33,250.00 |
| **6/9/2023** | 42152 | BEEFREE, LLC. | FREEBEE RIDES FOR MAY 2023 | $21,473.10 |
| **6/9/2023** | 42169 | CHEN MOORE & ASSOCIATES, INC. | N. CARTEE WATERMAIN IMPROVEMENTS | $20,050.00 |
| **6/9/2023** | 42153 | FLORIDA MUNICIPAL INSURANCE | FMIT1028 4 INSTALLMENT FY 22/23 | $106,235.33 |
| **6/16/2023** | 42223 | CALVIN GIORDANO & ASSOCIATES | PUBLIC SERVICE PERMITTING AND INSPECTIONS | $110,530.96 |
| **6/16/2023** | 42243 | STANTEC CONSULTING SERVICES | DRAINAGE IMPROVEMENTS - SUB-BASIN 11 | $15,000.00 |
| **6/23/2023** | 42264 | AQUATIC CONTROL GROUP, INC. | CANAL MAINTENANCE - 2023 | $15,000.00 |
| **6/23/2023** | 42252 | BENECON GROUP INC. | BENECON HEALTH INSURANCE JULY 2023 | $71,182.42 |

| | | | | |
|---|---|---|---|---|
| **6/23/2023** | 42267 | CALVIN GIORDANO & ASSOCIATES | CEI SERVICES - PRIORITY 2 CORAL REEF ELEMENTARY | $14,005.00 |
| **6/23/2023** | 42283 | LIGHT F/X PROS, LLC. | FIREWORKS SHOW AT INDEPENDENCE DAY CELEBRATION AT VH ON 07-04-23 | $19,500.00 |
| **6/23/2023** | 42301 | V & G CONSTRUCTION SOLUTIONS | TRAFFIC CALMING 2022-2023 | $30,000.00 |
| **6/23/2023** | 42302 | WEISS SEROTA HELFMAN | YACHT CLUB AT LUXCOM - BERT HARRIS CLAIM | $12,775.00 |
| **6/30/2023** | 42319 | BACALLAO CONSTRUCTION & ENGINE | SRTS PRIORITY 2 - PERRINE ELEMENTARY | $34,213.13 |
| **6/30/2023** | 42343 | RAPID BARRICADES LLC | RENTAL OF BARRICADES, MESSAGE BOARDS, & SIGNS FOR 4TH OF JULY AT VH 7-4-23 | $13,254.20 |

## July

- The expenditures in July 2023 were $ 620,815, 3.32% of the total budget, compared to budgeted expenditures of $1,560,130, a surplus of 5.01 % for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,560,130 or 8.33% per month. This does not consider the timing of expenditures such as Police, which is billed quarterly, annual bond payment or seasonal events such as Summer Camp or Village events.

- YTD the Village has spent $10,239,340 or 54.69 % compared to budgeted expenditures of $15,601,300 or 83.30 %.

- Manager's Reportable Checks:

| Check Transfer Date | Check Transfer # | Vendor Name | Description | Total Amount |
|---|---|---|---|---|
| **7/7/2023** | 42354 | HARTEC GROUP, INC. | CONSTRUCTION SUB-BASIN 61 | $28,500.00 |
| **7/7/2023** | 42353 | BEEFREE, LLC. | FREEBEE RIDERSHIP - JUNE 2023 | $20,677.80 |
| **7/14/2023** | 42424 | CHEN MOORE & ASSOCIATES, INC. | NORTH CARTEE WATERMAIN IMPROVEDMENTS | $18,750.47 |

| | | | | |
|---|---|---|---|---|
| **7/21/2023** | 42459 | CIVICPLUS INC. | MEDIA CENTER STORAGE AND CHATBOX | $14,466.41 |
| **7/21/2023** | 42464 | Miami-Dade Police Department | 3RD QTR FY 2022-2023 LOCAL POLICE SERVICES | $2,528,347.55 |
| **7/21/2023** | 42464 | Miami-Dade Police Department | 3RD QTR FY 2022-2023 SCHOOL CROSSING GUARD | $26,912.95 |
| **7/21/2023** | 42466 | NXT GEN TECHOLOGIES, INC. | UNITRENDS - ANNUAL RENEWAL 08/31/23 TO 08/30/23 | $12,859.47 |

# IT DEPARTMENT

## June

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- Help desk statistics – 178 work orders received, 178 closed.
- Project kick-off: JustFOIA public records request management system project w/ Clerk's Office.
- Assisted the Clerk's Office in implementing the eComments Granicus module.
- Project kick-off: Cloud service configuration w/ Microsoft Azure, phase 1.
- Project kick-off: Abnormal$^{tm}$ email security platform awarded by cybersecurity grant from the Florida Digital Service.

## July

- Help desk statistics – 186 work orders received, 173 closed.
- Project kick-off: Crowdstrike endpoint security platform also awarded by cybersecurity grant from the Florida Digital Service. (Project completed in August)
- 2$^{nd}$ floor training room technical overhaul completed.
- Expanded public Wi-Fi coverage at Coral Reef Park playground and Parkview Café areas.
- Hosted a regional training event at Village Hall in conjunction with Miami-Dade County's Office of Emergency Management re: EOC and damage assessment software.

## September Upcoming Events

- Completion of the Clerk's JustFOIA public records management system project.
- Completion of the ComDev CivicGov licensing module project.
- Implementation of the new security cameras (ongoing).

# HUMAN RESOURCES

## June

- 2 Recruitment Ad
    - Park Service Aide (Parks & Recreation)
    - Accounting & Alarm Clerk (Finance)
- 33 Applications Review
- 15 Interviews scheduled
    - Administrative Aide/Receptionist (Public Services)
    - Vactor Operator (Public Services)
    - Tree Trimmer (Public Services)
    - Code Compliance Officer (Comm. & Econ Development)
- 7 Pre-employment Meetings
- 24 New Hire
    - 1 – Parks & Recreation Supervisor
    - 1 – Park Service Aide
    - 1 – Video Production Specialist
    - 21 – Seasonal Employees (Summer Camp)

- 15 Job vacancies
    - 1 – Building Official (Comm. & Economic Development)
    - 1 – Accounting Technician (Finance)
    - 1 – Office Manager (Comm. & Economic Development)
    - 3 – Code Compliance Officer (Comm. & Economic Development)
    - 1 – Permit Clerk (Comm. & Economic Development)
    - 1 – Admin. Assistant (Village Clerk)
    - 1 – Administrative Aide/Receptionist (Public Services)
    - 1 – Tree Trimmer (Public Services)
    - 1 – Vactor Operator (Public Services)
    - 1 – Parks & Recreation Supervisor (Parks & Recreation)
    - 3 - Park Service Aides (Parks & Recreation)

- 0 Training Sessions

- 3 Separations of Employment (two seasonal – summer camp)

- 12 Transfers/Updates/Evaluations ***(*NOTE: numbers are high due to seasonal positions)***

## July

- 3 Recruitment Ads
    - Procurement Specialist (Finance)
    - Parks & Recreation Supervisor
    - Grant Administrator (HR & Communications)

- 16 Applications Reviewed
- 1 Interview scheduled

- Tree Trimmer (Public Services)

- 1 Pre-Employment Meeting
- 3 New Hire
  - 1- Park Service Aide
  - 1- Vactor Operator
  - 1 – Admin. Aide/Receptionist (Public Services)
- 16 Job vacancies
  - 1 – Building Official (Comm. & Economic Development)
  - 1 – Accounting Technician (Finance)
  - 1 – Office Manager (Comm. & Economic Development)
  - 3 – Code Compliance Officer (Comm. & Economic Development)
  - 1 – Permit Clerk (Comm. & Economic Development)
  - 1 – Admin. Assistant (Village Clerk)
  - 1 – Tree Trimmer (Public Services)
  - 1 – Parks & Recreation Supervisor (Parks & Recreation)
  - 2 - Park Service Aides (Parks & Recreation)
  - 1 - Procurement Specialist (Finance)
  - 1- Grants Administrator (HR & Communications)
  - 1 - Media Specialist (HR & Communications)
  - 1 - Administrative Aide/Receptionist (Village Manager)
- 0 Training Sessions
- 23 Separations of Employment (19 Seasonal – summer camp)
- 1 Transfers/Updates/Evaluations

# COMMUNICATIONS

## June

- 85 FB/Twitter Postings (including event and meeting postings)
- 8,545 FB Followers (likes)
- 38 New FB followers
- 4,130 Instagram Followers
- 162 New IG Followers
- 2,340 Email Subscribers
- 4 Video Produced
- 2 Village Vibes Bi-Weekly E-Newsletter
  - 6/10 Village Vibes
  - 6/24 Village Vibes

- 4 Promotional/Informational Campaigns:
  - Hurricane Preparedness
  - Unsung Hero Awards
  - Flag Day
  - Juneteenth

- Meetings Broadcast:
  - 6/5/2023 – Regular Council Meeting
  - 6/26/2023 – Meeting of the Palmetto Bay Foundation, Inc

- 6/26/2023 – Zoning Hearing
- 6/28/2023 – Budget Workshop

- Events Attended/Promoted:
  - 6/2 Hurricane Happy Hour Preparedness Workshop
  - 6/4 Basketball & Pickleball Courts Celebration
  - 6/15 Coastal Mayors of Miami-Dade County Executive Meeting
  - 6/21 Seniors Day Out

## July

- 81 FB/Twitter Postings (including event and meeting postings)
- 8,599 FB Followers
- 54 New FB followers
- 4,217 Instagram Followers
- 220 New IG Followers
- 2,328 Email Subscribers
- 2 Videos Produced
- 2 Village Vibes Bi-Weekly E-Newsletter
  - 7/08 Village Vibes
  - 7/22 Village Vibes

- 2 Promotional/Informational Campaigns:
  - Independence Day
  - National Parks Y Recreation Month

- Meetings Broadcast:
  - 7/10/2023 – Regular Council Meeting
  - 7/17/2023 – Special Council Meeting
  - 7/17/2023 – Zoning Hearing
  - 7/19/2023 – Virtual COW Workshop
  - 7/26/2023 – Emergency Special Council Meeting
  - 7/26/2023 – Budget Workshop

- Events Attended/Promoted:
  - 7/4 Independence Day Celebration
  - 7/12 Arm360 & WebEOC Training Workshop
  - 7/29 Mobile Animal Clinic

# GRANTS

## June

- 0 New Grant Application(s) Prepared

- 0 Grant Approval received in June

- 1 Grant Closed (Shading Palmetto Bay 2023 – District 3)

- 15 Active grants list with updates:
    - Safe Routes to School (SRTS) – Perrine Elementary School
    - Safe Routes to School (SRTS) – Coral Reef Elementary School
    - Park and Ride Services (Transportation Planning Organization)
    - Thalatta Shoreline Project (Florida Inland Navigation District)
    - Sub-Basin 61 (Hazard Mitigation Grant Program) – Agreement # 4337-370
    - Sub-Basin 61 (State Appropriation) – Agreement # LPA0202
    - Palmetto Bay Park Improvements, Phase 1-Florida Recreation Development Assistance Program (FRDAP)
    - Sub-Basin 43 (State Appropriation)
    - Sub-Basin 43 (Hazard Mitigation Grant Program)
    - Tree Inventory, Phase 1 (Urban & Community Forestry Program)
    - Coral Reef Park Trail Renovations-Recreational Trails Program (RTP)
    - JAG (Justice Assistance Grant)-Community – Project # 8C088 – D.A.R.E. Program Workbook Purchase
    - Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development
    - Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment)
    - Sub-Basin 57/96 (State Appropriation) – Agreement #LPA0359

## July Upcoming Events

- Continue to monitor/work on active grants
- Continue to prepare required NEPA documents for RTP grant for Coral Reef Park (pending access to the Statewide Environmental Project Tracker (SWEPT) online submission portal)
- Continue to research funding opportunities to fund Capital Improvement Projects from the Village budget
- Begin to prepare projects for Parks specific grants such as FRDAP, RTP, and LWCF with upcoming due dates later this year

## July

- 0 New Grant Application(s) Prepared

- 0 Grant(s) Approved

- 0 Grant Closed

- 16 Active grants list with updates:
    - Sub-Basin 61 (Hazard Mitigation Grant Program) – Agreement # 4337-370

- Safe Routes to School (SRTS) – Perrine Elementary School
- Safe Routes to School (SRTS) – Coral Reef Elementary School
- Park and Ride Services (Transportation Planning Organization)
- Thalatta Shoreline Project (Florida Inland Navigation District)
- Sub-Basin 61 (Hazard Mitigation Grant Program) – Agreement # 4337-370
- Sub-Basin 61 (State Appropriation) – Agreement # LPA0202
- Palmetto Bay Park Improvements, Phase 1-Florida Recreation Development Assistance Program (FRDAP)
- Sub-Basin 43 (State Appropriation)
- Sub-Basin 43 (Hazard Mitigation Grant Program)
- Sub-basin 44 (State Appropriation)
- Tree Inventory, Phase 1 (Urban & Community Forestry Program)
- Coral Reef Park Trail Renovations-Recreational Trails Program (RTP)
- JAG (Justice Assistance Grant)-Community – Project # 8C088 – D.A.R.E. Program Workbook Purchase
- Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development
- Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment)
- Sub-Basin 57/96 (State Appropriation) – Agreement #LPA0359

## September Upcoming Events

- Continue to research funding opportunities to fund Capital Improvement Projects from the Village budget
- Continue to monitor/work on active grants.
- Monitor progress of the SFWMD exemption from Environmental Resource Permit (ERP) request for the CRP-Recreational Trails Program
- Finish the compilation of required NEPA documents for RTP grant for Coral Reef Park (pending access to the Statewide Environmental Project Tracker (SWEPT) online submission portal)
- Continue to research funding opportunities to fund Capital Improvement Projects from the Village budget
- Begin to prepare projects for Parks specific grants such as FRDAP, RTP, and LWCF with upcoming due dates later this year
- Hire a Grant Administrator

# PARKS & RECREATION

## June

### Palmetto Bay Park

- I9 Sports on Saturdays and Sundays 8am-1pm
- Travel Softball Teams Practice Weekly
- MJ Hoops (Basketball User Agreement) Wednesdays and Thursdays 5:45pm & 7:15pm

- Ballet At the Park Mondays-Thursdays June Camp June 26-30 & July 24-28, 2023
- Weekend PE June 12-16; June 19-23; July 10-14; July 17-21
- Basketball & Pickleball Courts Celebration-Sunday, June 4 at 12pm
- Senior Stretch & Relax Baptist Class-Mondays, June 5 at 10:30am
- Seniors Day Out to Marlins Game-June 21, 2023 @ 11:45am

## Coral Reef Park

- Saturdays 9am-3pm – Farmers Market
- Total rentals for Pickleball -June and July – 268
- Summer Tennis Camp – June12 to August 4, 2023
- Regular Summer Camp – June 12 to July 28, 2023
- BaurBall Soccer Camp – June 12 to 13; June 19 to 23, 2023
- Scott Top Soccer Camp – June 12 to June 26, 2023

## Perrine Community

- 8 Programs
- 3 Meetings

## Ludovici Park

- 4 Programs
- 3 Meetings
- Core & Stretch Baptist Class-Wednesday, June 7 at 10:30am

## Thalatta Estate

- 6 - Photoshoots
- 3 – Meetings
- 2 – Events
- 4 – Programs
- Yoga-Sundays, June 4, 11, 17, 25, July 9, 16, 23, 30 at 9:30am
- Coastal Mayors Executive Session, Thursday, June 15 at 11:30am

## Special Events

- Hurricane Happy Hour-Friday, June 2 at 6:30pm @ VH
- Basketball & Pickleball Courts Celebration-Sunday, June 4 at 12pm
- Seniors Day Out to Marlins Game - June 21, 2023

## Fee Waivers- Requested in May 2023

| Group Name | Date | Time | Park/ Request | Description/ Purpose | Total Value | Date of Memo |
|---|---|---|---|---|---|---|
| Jack & Jill of America | Sunday 7-9-23 | 9am-4pm | EAF Community Room | Retreat Meeting | $696.00 | 6/7/2023 |
| Jack & Jill of America | Sunday 8-6-23 | 9am-4pm | EAF Community Room | Retreat Meeting | $812.00 | 6/7/2023 |

| | | | | | | |
|---|---|---|---|---|---|---|
| Miami Dade Commission for Women | Wednesday9-13-23 | 4pm-10pm | Thalatta Estate | Fundraiser | $2,175.00 | 6/22/2023 |
| MDCPS South Region | Monday 8-7-23 | 7am-1pm | EAF Community Room | Retreat Meeting | $464.00 | 7/18/2023 |
| MDCPS Department of Exceptional Student Education | Friday 8-4-23 | 12pm-3pm | EAF Community Room | Leadership Team Meeting | $464.00 | 7/26/2023 |
| Miami Dade Commission for Women | Monday 7-31-23 | 4pm-5pm | Education Room at Thalatta Estate | Board Meeting | $150.00 | 7/28/2023 |

# July

## Palmetto Bay Park

- Ballet in the Park Camp June 26-30 & July 24-28, 2023
- Weekend PE Camp June 12-16; June 19-23; July 10-14; and July 17-21
- MJ Hoops (Basketball User Agreement) Wednesdays and Thursdays 5:45pm & 7:15pm
- Ballet At the Park Mondays-Thursdays June Camp June 26-30 & July 24-28, 2023
- Weekend PE June 12-16; June 19-23; July 10-14; July 17-21
- Total Rentals for Pickleball July - 2
- Mobile Animal Clinic-Saturday, July 29 from 10am-4pm

## Coral Reef Park

- Saturdays 9:00am – 3:00pm – Farmers Market on Saturdays 9:00am
- Total rentals for Pickleball -June and July - 268
- Summer Tennis Camp – June 12 to August 4, 2023
- Regular Summer Camp – June 12 to July 28, 2023

## Perrine Community House

- 4 Programs
- 2 Meetings

## Thalatta Estate

- 2 - Events
- 3 - Photoshoots
- 4 – Programs
- 6 – Meetings
- Yoga-Sundays, June 4, 11, 17, 25, July 9, 16, 23, 30 at 9:30am

## Ludovici Park

- 4 – Programs
- 2 – Meetings
- Discovery Lab Summer Camp – July 3 – 28, 2023

## Special Events

- Independence Day Celebration-Tuesday, July 4 from 6-9pm @ VH
- Mobile Animal Clinic-Saturday, July 29, 2023

## Park Projects

- **Parks Master Plan** – Bermello Ajamil & Partners
  Adoption Presentation to Council September 11, 2023
- **Repair/Replacement of Rubberized Trail at Coral Reef Park**
- **Repair Asphalt Trails at Coral Reef Park**
  - SFWMD- ERP (Environmental Resource Permit) Exemption – Approved
  - Need to upload information to SWEPT but have not yet received our login information.
  - Waiting for Grant Agency

- **Palmetto Bay Park Irrigation Redesign** – Calvin Giordano
  - 8/30/23 submittal of irrigation plans with sized pipe, pump and updated schedule with cost estimate.
  - 9/15/23 submittal package for building department review
  - 10/10/23 submittal of bid document with technical specifications and updated cost estimate
  - 11/10/23 submittal package for bid should be ready pending building department review and comments.

- **Palmetto Bay Park Playground Refurbishing**
  - NSP has completed initial repairs/painting of the metal surfaces
  - Bliss Products completed repair of play shell and some patching of PIP.
  - Additional playground items order from Bliss Products (Play Pod Traverse Curved-Lily Pads; Panel; Spring Rider; rail for Turn Across Deluxe) with shipping date of
  - June 16, 2023. NSP installed all items August 7/8, 2023.
  - Apparatus for 6-24 months ordered from Gametime (Stock Car; Balance Beam; Tots Bongos; Tots Rocker; Tots Thundering); including installation by DW Recreation. Installation completed August 11, 2023
  - Purchase order processed for replacement of swings in Southwest quadrant of playground (Gametime)
  - Bliss Products (PO40001) has been procured for replacement of damaged and/or lifted surfaces (PIP) once all replacements have been completed.
  - Currently in discussions with a Professional Consultant regarding design and specification documents for new playground perimeter fencing.

- **Coral Reef Park – Design-Build Multi-Purpose Facility**
  - Released May 24, 2023

- Mandatory Pre-Bid Meeting held June 6, 2023
- One Bid received on August 2, 2023
- Initial meeting of Evaluation Committee August 17, 2023. Presentation of sole bidder scheduled for August 24, 2023
- To Council for Approval September 2023

- **Palmetto Bay Park Basketball Court Lights** - MUSCO Lighting System, Inc.
  - Completed

- **ITB for Volleyball Courts at Coral Reef Park** –

  - Released May 9, 2023
  - Mandatory Pre-Bid Meeting held May 23, 2023
  - Bids Due on July 11, 2023
  - No bids received; solicited informal proposals
  - Evaluated three informal proposals received
  - To Council for Approval September 2023

- **Coral Reef Park Pineland and The Woods**
  - **Institute for Regional Conservation - Completed Scope of Work for Restoration and Management Plan- RFP**
    - Presented Draft to the Tree Board May; approved plan for CRP
    - RFP to be released July 28,2023
    - Pre-Bid Meeting held on August 8, 2023
    - Bids Due: August 28, 2023
    - Bid evaluation and recommendation to Village Council September 2023 (if time permits).

  - **The Woods**
    **Institute for Regional Conservation - Working on plan as approved.**
    - IRC presented plan to Tree Board; approved Phase/Year 1 for issuance of ITB
    - ITB in process; to be released September 2023
    - Evaluation anticipated for October/November 2023
    - Projected recommendation to Village Council November/December 2023
- **Thalatta Estate Shoreline Stabilization**
  - Project completed as of 8-14-23

## September Upcoming Events

- Senior Stretch & Relax Baptist Class- Mondays, September 4, 11, 18, 25 at 10:30am & 11:15am
- Weekend PE- Pickleball Clinics Tuesday/Thursday 4:30pm - 5:30pm
- I9 Sports on Saturdays and Sundays 8am-1pm
- Travel Softball Teams Practice Weekly
- MJ Hoops (Basketball User Agreement) Wednesdays and Thursdays 5:45pm & 7:15pm
- Ballet At the Park Mondays-Fridays

## Coral Reef Park

- Saturdays 9am-3pm – Farmers Market on Saturdays 9am
- Palmetto Bay Soccer – September 4 – November 11; Practices Mon. thru Fri. 4-7pm games on Saturdays 9am – 3pm
- Bay Lions Soccer Club – September 4 – June 1; Practices Mon. thru Fri. 4-7pm and games Saturday afternoon and Sunday mornings.
- Phoenix Volleyball – Tues. and Thurs. 5-630pm

## Perrine Community House

- ArtSouth Art Class – September 2, 16, 23 and 30 @ 10:30 AM
- Ballet at the Park – September 6, 13, 20 and 27 @ 2:30 PM
- Senior Fun Day – Saturday, September 9 @ 11 AM
- Ballet at the Park – September 11, 18 and 25 @ 3:30 PM
- Art Exhibit – September 16 @ 6:30 PM

## Thalatta Estate

- 4 Weddings
- 3 Event
- 0 Rehearsals
- 2 Photoshoot
- 4 Programs
- 2 Meeting
- Yoga-September 3,10,17, 24 at 9:30am
- Photogenic Nature Workshop-September 16 at 10am
- Gardening Workshop-September 23 at 9:30am

## Ludovici Park

- Core and stretch Class – Wednesdays, September 6, 13, 20, 27 @ 10:00 AM
- Cutler Bay Community Theater - Mondays September 11 and 25 @ 7 PM
- Rotary Club - Tuesdays, September 12 & 19 @11:30 AM
- Garden Club – Tuesday, September 26 @ 6 PM
- Core & Stretch Baptist Class-Wednesdays, September 6, 13, 20, 27 at 10:30am

# PUBLIC SERVICES

## June

- **Freebee Ridership:**
  - 1293 Completed Rides (C.R.)
  - 1534 Total Passengers

*Ridership has increased by 64 C.R. since April & decreased by 81 C.R. since May*

- **IBus Ridership:**
  - 504 A.M. Route
  - 374 P.M. Route **Total:878 Riders**

*Ridership has decreased by 355 since April & decreased by 383 since May by 28 since April*

- **Facilities Maintenance Division**
  - 152 Open Work Orders – *23 more than April/ 16 more than May*
  - 141 Closed Work Orders – 17 *more than April/ 2 more than May*.

- **Public Works**
  - 5 - Signs Repaired/Installed – *1 less than April/ 0 same as May*
  - 2 - Graffiti Removal – 1 more than *April/ 1 less than May.*
  - 5 - Pothole/Shoulder Repairs – 3 less than April/ 5 more than *May.*
  - 27.54 -Tons of Debris/Trash Removal – *17.02 more than April/ 4.8 more than May.*
  - 4 - Drain Cleaning/Repairs (inlet tops) – *2 less than April/ 3 less than May.*
  - 0 - Linear feet of sidewalks installed –1*,850 less than April/ 0 same as May*
  - 7- Sidewalks inspected – *0 same as April/ 11 less than May.*
  - 0 - Drainage Inspection – *5 less than April/ 5 less than May*
  - 115 – Tree/Shrub Trimming/Removal - *35 more than April/ 54 less than May*
  - 440 -Trees & Landscape Inspections – *320 more than April/ 239 more than May*

## July

- **Freebee Ridership:**
  - 1329 Completed Rides (C.R.)
  - 1512 Total Passengers

*Ridership has decreased by 45 C.R. since May & increased by 36 C.R. since June*

- **IBus Ridership:**
  - 390 A.M. Route
  - 336 P.M. Route **Total:726 Riders**

*Ridership has decreased by 535 since May & decreased by 152 since June*

- **Facilities Maintenance Division**
  - 129 Open Work Orders – 7 *less than May/ 23 less than June*
  - 138 Closed Work Orders – 1 less than *May/ 3 less than June*

- **Public Works**
  - 4-Signs Repaired/Installed – 1 *less than May/ 1 less than June*
  - 0-Graffiti Removal – 3 *less than May/ 2 less than June*
  - 4 - Pothole/Shoulder Repairs – *3 less than May/ 4 more than June*
  - 36.73 -Tons of Debris/Trash Removal – *13.47 more than May/ 9.19 more than June.*
  - 6 - Drain Cleaning/Repairs (inlet tops) – 1 *less than May/ 2 more than June*
  - 2,681 - Linear feet of sidewalks installed – *2,681 more than May/ 2,681 more than June*
  - 6 - Sidewalks inspected – *12 less than May/ 1 less than June*
  - 0 - Drainage Inspection – *5 less than May/ 0 same than June*

- 1060 – Tree/Shrub Trimming/Removal - *891 more than May / 945 more than June*
- 32 -Trees & Landscaping Inspections – *169 less than May/ 408 less than June*

## July Projects Follow-up

- Completed Work Order for outside Contractor Storm Drain Clearing Work. Completed hiring process for Julio (Vac-Con Operator).
- Completed Budgeted Sidewalk Repair/Replacement Work for FY 22-23. Will continue with remaining locations as part of FY23-24
- Continue Working on Design & Permitting for Drainage Sub-Basins 11, 41, 43, 44 & 57/96. Construction Grant Funding or State Appropriations in place for 43, 44, & 57/96
- Continue Working on Design & Permitting for SW 174TH & SW 148TH Streets Complete Streets Project
- Started work on Design & Permitting for SW 92ND Avenue Complete Streets & Cartee Rd Neighborhood Water Main extension Projects.
- Obtained Design Approval from MDWASD for SW 143RD Street Water Main Project
- SRTS Perrine Elementary Substantially Complete and started on Coral Reef Elementary Scope of Work

## September Upcoming Projects

- HVAC System Replacement at Village Hall
- Design of Next Round of Drainage Projects, namely Sub-Basins 12, 39, & 42 Piggyback for Sidewalk Repair/Replacement Contract
- SW 143 Street ITB/Contractor Award Recommendation
- SW 174 Complete Street ITB/Contractor Award Recommendation

# POLICE

## June

- Southeast Florida Crime Prevention Association Monthly meeting
- Coral Reef Summer Camp
- Blood Drive
- 5th Grade picnic at Howard Drive Elementary School
- RAD Kids class at Coral Reef Elementary Summer Camp
- Crimes/Calls for Service:
    - 1 Auto Thefts
    - 3 Commercial Burglaries

- 0 Residential Burglaries
- 7 Vehicle Burglaries
- 1 Robbery
- 13 Domestic Dispute/Disturbance
- 13 Baker Acts
- 44 Crashes

## July

- Southeast Florida Crime Prevention Association Monthly meeting
- Village of Palmetto Bay 4th of July Celebration
- Coral Reef Park Summer Camp field trips every Thursday
- Radkids July 10, 2023 to July 14, 2023
- Hot Dog Event at Summer Camp
- Crimes/Calls for Service:
  - 3 Auto Thefts
  - 0 Commercial Burglaries
  - 2 Residential Burglaries
  - 8 Vehicle Burglaries
  - 0 Robbery
  - 11 Domestic Dispute/Disturbance
  - 6 Baker Acts
  - 33 Crashes

## September Upcoming Events

- DARE classes at Henry E. Perrine, Coral Reef, and Howard Drive Elementary schools
- Officer Friendly classes start at Howard Drive, Coral Reef, and Henry E. Perrine Elementary schools
- RadKids class at Coral Reef Elementary
- Southeast Florida Crime Prevention Association monthly meeting
- Citizens Crime Watch monthly meeting
- Youth Crime Watch meetings will be held at Howard Drive and Coral Reef Elementary Schools

# PLANNING & ZONING

## June

- Met with various property owners and applicants.
- Staff coordinated the Wildlife Management Plan research, per Council.
- Director Siegel attended the Palmetto Bay Business Association monthly networking luncheon.
- Director Siegel attended the Chamber South monthly networking luncheon.
- Staff reviewed the Legislative Session new bills and their impact on land use decisions with the Village Attorney.

- Director Siegel and Resilience Coordinator presented at the Coastal Mayor's Executive Session.
- Director Siegel attended a Miami-Dade County Emergency Management Hurricane Exercise.
- Director Siegel attended the Miami-Dade TPO "First Last-Mile (FLM) Connectivity Services to Feed into The South Dade TransitWay" study committee meeting.
- Planning staff continues to work on updates to the Landscape ordinance for consideration by Village Council.
- Selected a solution for building permitting and business tax receipt software.
- Staff continued to work with consultants to update the Comprehensive Plan.
- Staff continued to work with consultant to complete GIS system update.
- Director Siegel continued to work on the coordination of the Veterans Park plat.
- Director Siegel continued to provide support to outside legal counsel regarding various litigation matters.
- Director Siegel continued to review existing building and permitting contractual services and restructuring of CED divisions and improving process flow and internal communications.
- Director Siegel continues to work with department staff to identify improvements to internal procedures and development review processes.

## July

- Director Siegel and the Resilience Coordinator met on-site with the Franjo Circle public art artist to review progress and future landscape options.
- Director Siegel attended the Miami-Dade TPO "First Last-Mile (FLM) Connectivity Services to Feed into The South Dade TransitWay" study committee meeting.
- Planning and Building Division worked together to implement Council approved program for items that do not require a building permit and could be reviewed through the Zoning Permit process.
- Planning Division Manager and Director Siegel coordinated with Public Services on the Safe Streets and Roads 4 All (SS4A) Grant.
- Director Siegel attended webinars about the Live Local Act and using AI in planning.
- Held the 2nd Annual CED Department summer cookout and team-building event.

### Reviews, Applications, and Public Meetings

- Zoning Hearing Applications Received:
    - SU-23-002/ Palmetto Bay Academy Use Variance / 16637 South Dixie Highway / Requesting use for a small educational program center
    - V-23-007 / Christ Fellowship Palmetto Bay Campus LLC / 8900 SW 168 Street / Requesting a sign variance to permit a total of three wall signs of 53.47, 40.5 and 33.3 square feet where a maximum of 6 square feet is permitted.

- June 5, 2023 – Regular Council Meeting Items
    - Resilience Action Plan Contractor Negotiations: Passed 5-0
    - First Reading of Zoning Permits: Passed 5-0
    - Pocket Park Acquisition of Land Resolution

- June 26, 2023 – Zoning Hearing

- V-23-006 Franco Plat Variance: Withdrawn
- PL-23-001 Franco Plat: Continued to July 17, 2023, Zoning Hearing
- PL-23-001 Bendheim Plat: Passed 5-0
- V-23-005 Dominguez Setback Variance: Passed 3-2
- RZ-23-006 Noise Ordinance First Reading: Passed 5-0

- June 14, 2023 – Resiliency Committee Meeting
  - Updates on Responsibility Matrices

- June 10, 2023 – Regular Council Meeting
  - Wildlife Management Plan
  - Second Reading of Zoning Permits Moved to Special Council Meeting July 17, 2023
  - Pocket Park Acquisition of Land Resolution: Passed
  - Planning & Zoning Fees First Reading: Moved to Special Council Meeting July 17, 2023

- June 17, 2023 – Special Council Meeting
  - Second Reading of Zoning Permits: Passed 5-0
  - Planning & Zoning Fees: Passed on First Reading

- June 17, 2023 – Zonin
  - PL-23-001 Franco Plat: Passed 5-0
  - SU-23-002 Palmetto Bay Academy: Passed 5-0
  - RZ-23-006 Noise Ordinance Second Reading: Passed 5-0
- Business Tax June:
  - Renewal: 7
  - New: 20
  - Closed:5
- Business Tax July:
  - Renewal: 7
  - New: 8
  - Closed:5

- Building Division June:
  - Received 326 permits
  - 561 residents and contractors visited the Division
  - 1034 Building and Roofing Inspections completed

- Building Division July:
  - Received 112 permits
  - 393 residents and contractors visited the Division
  - 824 Building and Roofing Inspections completed

- Code Compliance Division June:
  - New electronic system currently working and on track
  - Common violations: property maintenance residential and commercial

- New cases: 50
- Special Master cases: 10

- Code Compliance Division July:
  - New electronic system currently working and on track
  - Common violations: property maintenance residential and commercial
  - New cases: 77
  - Special Master cases: 14

## August & September Upcoming Events

- 2nd Business Roundtable Breakfast @Thalatta Estate Thursday, August 31, 2023




**AGENDA ITEM NO. 6.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Attorney's Office |
| **ITEM TYPE:** | Report |
| **AGENDA SECTION:** | VILLAGE ATTORNEY'S REPORT |
| **SUBJECT:** | Litigation Update |
| **SUGGESTED ACTION:** | |
| **ATTACHMENTS:** | |

**AGENDA ITEM NO. 10.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Heidi Siegel, Community and Economic Development |
| **ITEM TYPE:** | Ordinance |
| **AGENDA SECTION:** | ORDINANCES FOR SECOND READING AND PUBLIC HEARING |
| **SUBJECT:** | AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING FEES; AMENDING APPENDIX A OF THE CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN *EFFECTIVE* DATE. *(Sponsored by Director Heidi Siegel, Community and Economic Development Director) (Passed on First Reading on July 17, 2023 –Special Council Meeting)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Staff Memo Planning and Zoning Fee Amendments Second reading Sept 11 2023.docx
Ordinance - Amending Appendix A Planning and Zoning Fees.doc
2023 Zoning Application Fee Schedule Revised September 2023.docx
Fee Comparison Chart revised Sept 2023.xlsx

To: Honorable Mayor and Village Council

Date: September 11, 2023

From: Nick Marano, Village Manager

Re: Planning and Zoning Fees Amendment (Second Reading)

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING FEES; AMENDING APPENDIX A OF THE CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Community and Economic Development / Heidi Siegel, AICP)*

BACKGROUND AND ANALYSIS:

Appendix A of the Code of Ordinances includes fees for Planning and Zoning applications. These are typically public hearing items but include some administrative reviews. These fees are separate from building permit fees.

The existing Planning and Zoning Fee Schedule dates to incorporation and has not been properly updated. In fact, it refers to applications of the Miami-Dade County Code, references application types that are not correlated to the Village's Zoning Code, and references County zoning district designations as opposed to Village zoning district designations. These inaccurate terms lead to confusion among applicants and staff.

Staff conducted a study of six similar municipalities to review fee schedule structure and fees. These municipalities include Cutler Bay, Homestead, Miami Springs, Miami Shores, Pinecrest, and South Miami. The final fee structure for the Village is streamlined to reflect the applications in the Village's Zoning Code and accounts for staff time reviewing applications. The proposed ordinance also creates a fee for special events and special event banners, adjusted public notice mailing fees, and establishes a fee for short term rental annual inspections. All of these services require staff time and Village resources.

Of important note, on March 7, 2022, the Village Council passed Ordinance 2022-02 which reduced fees for single-family home variance applications by 25%. The new schedule incorporates this reduction so that the fee is transparent. Furthermore, the proposed ordinance does not make any changes to existing impact fees or the landscape mitigation fee. The amended fee schedule removes references to the Village Centralized Parking Trust Fund that was removed with the changing of the DUV zoning district to the Downtown zoning district.

At the July 17, 2023 Village Council meeting, the Council passed the proposed ordinance on first reading. Staff was asked to review the fees associated with the establishment, expansion or

modification of Charter Schools, Private Schools, Religious Facilities, Child Care Facilities, and Other Non-Governmental Public Assembly Use. Upon review it was determined that these fees were inverted and have since been corrected to apply a base fee of $2,500 to Charter Schools and Private Schools and a single fee of $1,500 for Child Care Facilities and Other Non-Governmental Public Assembly Use and $500 for Religious Facilities.

FISCAL IMPACT:
The amended fee schedule will allow the Village to properly assess development projects for resources provided by the Village.

RECOMMENDATION:
The Village Manger recommends the Village Council approve the proposed ordinance.

# ORDINANCE NO. 2023-_____

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PLANNING AND ZONING FEES; AMENDING APPENDIX A OF THE CODE OF ORDINANCES; PROVIDING FOR ORDINANCES IN CONFLICT, CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE.** ***(Sponsored by Community and Economic Development / Heidi Siegel, AICP)***

**WHEREAS**, the Village Council has identified "accessible, efficient and transparent government energized by engaged and informed residents" as a focus area; and

**WHEREAS**, the Village Council continuously reviews it's services to residents and business owners; and

**WHEREAS,** the Village Council desires to update the Planning and Zoning Fee Schedule found in Appendix A of the Code of Ordinances to be more aligned with the Village Code and user-friendly; and;

**WHEREAS,** the current schedule of fees for zoning hearing applications and site plan review has not been comprehensively reviewed by the Village Council since inclusion in the Code in 2007;

**WHEREAS,** the Community and Economic Development Department staff conducted a study of comparable fees to align the Village's service; and

**WHEREAS,** the amended Planning and Zoning Fee Schedule maintains the reduction of single-family home variance applications that was established by Ordinance 2022-02 by incorporating the reduced fee into the schedule.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The above recitals are true, correct and incorporated herein by this reference.

**Section 2.** Appendix A "Planning and Zoning Fees" of the Code of Ordinances is hereby amended to read as follows:

(Additional text is shown as underlined; deleted text is shown as ~~strikethrough)~~

APPENDIX A - FEE SCHEDULE

***

**PLANNING AND ZONING FEE SCHEDULE**

~~Fee schedule for all planning, zoning and public hearing applications of the Miami-Dade County Code as adopted by the Village of Palmetto Bay.~~

~~(A) The fee schedule for all planning, zoning and public hearing development order applications pursuant to Chapter 33 of the Miami-Dade County Code, and pursuant to Section 163.3184, Florida Statutes and 166.041, Florida Statutes (comprehensive plan amendment process) submitted directly to the Village of Palmetto Bay shall be in accordance with the fee schedule provided for in attached Exhibit 1, which exhibit is incorporated by reference into this ordinance.~~

~~(B) The fee schedule for all planning, zoning and public hearings pursuant to Village Ordinance 30.1 and 30.2 of the Village's Code, and all fees shall be submitted directly to the Village of Palmetto Bay in accordance with the fee schedule provided for in attached Exhibit 1.~~

~~(C) All checks shall be made payable to the "Village of Palmetto Bay."~~

~~(D) All fee schedules established by Miami-Dade County for the building department and all other fees other than those described herein, shall remain in effect in the village until specifically repealed.~~

~~I. *Comprehensive plan.*~~

~~A. *Written interpretation of comprehensive plan provisions relative to a specific location:*~~

| ~~**Size of Parcel of Proposed Development (gross acres)**~~ | ~~**Fee**~~ |
|---|---|
| ~~Under 1.0 acre~~ | ~~114.00~~ |
| ~~1.0 acre—5.0 acres~~ | ~~228.00~~ |
| ~~5.1 acres—20.0 acres~~ | ~~342.00~~ |
| ~~20.1 acres and over~~ | ~~570.00~~ |

B. *Written interpretation of adopted components' goals, objectives and other text not related to a specific location:*

| | **Fee** |
|---|---|
| Each issue/question not related to Level of Service (LOS) Standards | 114.00 |
| Each issue/question related to LOS Standards | 171.00 |

C. *Applications to amend the comprehensive plan:*

1. *Land use map (LUM).*

| **Size of Area (gross acres)** | **Fee** |
|---|---|
| Up to 5.0 | 11,400.00 |
| 5.1—10.0 | 21,660.00 |
| 10.1—20.0 | 42,750.00 |
| 20.1—40.0 | 64,410.00 |
| 40.1—80.0 | 85,500.00 |
| 80.1—160.0 | 102,600.00 |
| 160.1—320.0 | 119,700.00 |
| 320.1—480.0 | 136,800.00 |
| 480.1—640.0 | 153,900.00 |
| 640.1—800.0 | 171,000.00 |
| 800.1—960.0 | 188,100.00 |
| 960.1—1120.0 | 205,200.00 |
| 1120.1—1280.0 | 222,300.00 |
| 1280.1 and above 171/acre | |

2. *All elements fee.*

| | **Fee** |
|---|---|
| a. Each LOS standard addressing a goal, objective, policy, or map | 51,300.00 |
| b. Each non-LOS standard addressing a goal, objective or policy | 17,100.00 |
| c. Each monitoring measures items | 10,260.00 |
| d. Each capital improvement project line item | 17,100.00 |
| e. Each text or map change | 17,100.00 |

II. *Zoning applications.*

A. *Public hearings and administrative modifications.* Except as otherwise provided in B. through D. below, for every application for a zoning change or other zoning application, where a public hearing is required to be held and for every application where notices and advertisement are required, there shall be paid a minimum fee of $855.00 ($1,710.00 if the application is the result of a violation). The exact amount of each application fee is established by the addition of the following fees:

| **Application** | **Fee** |
|---|---|
| Zone change to AU/GU/RU-1/RU-2/EU/RU-1M(a)/RU-1M(b) | 1,140.00 |
| Zone change to RU-TH/MULTI-FAM/PAD | 1,710.00 |
| Zone change to RU-5/RU-5A/OPD | 2,280.00 |
| Zone change to BU | 3,420.00 |
| Zone change to IU | 2,850.00 |
| Use variance-AU/GU/RU-1/RU-2/EU | 1,710.00 |
| Use variance-RU-TH/MULTI-FAM/PAD | 2,850.00 |
| Use variance-RU-5/RU-5A/OPD | 3,990.00 |
| Use variance-BU | 3,990.00 |
| Use variance-IU | 3,420.00 |
| Non-use variance; signs | 1,710.00 |
| Non-use variance or administrative site development option | |
| — Residential/one lot | 400.00 |
| Commercial, industrial, office | 1,140.00 |
| Special exception | 2,280.00 |
| Modifications/deletions | 1,140.00 |
| Unusual use | 2,280.00 |
| — If applicable, in addition for: | |
| — Residential: | 1,140.00 |
| Size of property: | 570.00 per 10 acres or portion thereof |
| Number of units: | 285.00 per 15 units or |

| | |
|---|---|
| | portion thereof |
| Commercial: | 1,710.00 |
| Size of Property: 684.00 per 10 acres or portion thereof | |
| Size of building: 228.00 per 5,000 sq. ft. or portion thereof | |

B. *Public hearing for private schools, religious facilities, ACLF's, nursing homes and convalescent homes.*

$2,280.00 ($2,850.00 if application is the result of a violation.)

C. *Public hearing for charter schools.*

Minimum fee of $1,500.00 plus:

Size of property: $570.00 per 10 acres or portion thereof.

Size of buildings: $228.00 per 5,000 sq.ft. or portion thereof.

$500.00 per revised plan submitted (first revision is processed at no charge).

D. *Public hearing for governmental facilities:* (If applicable) $1,425.00

E. *Revisions to public hearing plans.* Submittal of the first revised plan will be processed at no additional cost to the applicant. Subsequent revisions will be processed at an additional charge of $684.00 per revised plan and shall be paid in total at the time of submittal.

III. *Administrative adjustment applications.* Limited to new construction or an addition to an existing residence from setback, lot coverage, and building spacing requirement for single-family residential, duplex, townhouse and accessory residential uses located in RU and EU districts and for single-family residential and accessory residential uses in the AU or GU districts:

| **Application** | **Fee** |
|---|---|
| Carport (maximum 200 sq.ft.) | 313.50 |
| Utility shed (maximum 100 sq.ft.) | 313.50 |
| Fence/wall | 313.50 |
| Storage of boat/RV | 313.50 |
| Interior/exterior integration area | 313.50 |
| Setback adjustments for attached/detached structure(s) | 598.50 |
| Any administrative adjustment involving tennis court, swimming pool or other | 741.00 |

| | |
|---|---|
| ~~recreational use~~ | |
| ~~Any adjustment for the construction of a new residence~~ | ~~963.30~~ |
| ~~Other adjustments such as, but not limited to, lot area, lot frontage, lot coverage~~ | ~~741.00~~ |

~~Only one fee shall be assessed; should an application involve two (2) or more adjustments of a different category, the greater shall apply.~~

~~IV. *Administrative site plan reviews (when no public hearing is required).*~~

~~A. Individual single-family, two family, or live/work unit$50.00~~

~~B. All other uses:~~

~~Minimum fee$1,500.00 plus~~
~~Per acre500.00 and~~
~~Per 10 units or portion thereof200.00 or~~
~~Per 5,000 sq. ft. or portion thereof200.00~~
~~Submittal of the first revised plan will be assessed at no additional cost.~~
~~Subsequent revisions will be processed at an additional charge of $250.00 per revised plan.~~

~~C. Entrance feature applications570.00~~

~~First plan revision will be processed at no charge. Subsequent revisions will be processed at $250.00 each.~~

~~V. *Public art fee.*~~

~~One percent of total project valuation, excluding land acquisition and off-site improvement costs, on all non-residential developments, remodeling, or additions and on residential developments, remodelings, or additions of two or more units valued over$250,000.00.~~
~~One percent of total project valuation, excluding land acquisition and off-site improvement costs, on single residential units valued over$750,000.00.~~

~~Fee shall be paid prior to the issuance of a final building permit or certificate of occupancy.~~

1: Zoning Application Fees

| Application Type | Fee |
|---|---|
| ADMINISTRATIVE SITE PLAN REVIEW (ASPR)* | |
| Individual single-family, two family, or live/work unit | $50 |
| All other uses | $1,500 plus:<br>$500 Per Acre<br>$200 per 10 residential units or portion thereof and/or<br>$200 per 5,000 square feet or portion thereof |
| ADMINISTRATIVE REVIEW (NON-SPECIFIED) | $500 |

| | |
|---|---|
| AMENDMENT OR DELETION OF COVENANT PROVISO OF RESOLUTION | $1,000 |
| APPEALS OF ADMINISTRATIVE DECISION | $1,000 |
| COMPREHENSIVE PLAN TEXT AMENDMENT * | $17,100 |
| CONCURRENCY REVIEW | 6% of Permit fee |
| CONDITIONAL USE* | $2,500 |
| ESTABLISHMENT, EXPANSION OR MODIFICATION OF A CHARTER SCHOOL FACILITY (SECTION 30-120)* | $2,500 plus:<br>$500 Per Acre and<br>$200 per 5,000 square feet or portion thereof |
| ESTABLISHMENT, EXPANSION, OR MODIFICATION OF RELIGIOUS FACILITIES, PRIVATE SCHOOLS, CHILD CARE FACILITIES, AND OTHER NON-GOVERNMENTAL PUBLIC ASSEMBLY USE (SECTION 30-110)* | |
| Child Care Facilities and Other Non-Governmental Public Assembly Use | $1,500 |
| Private School | $2,500 plus:<br>$500 Per Acre and<br>$200 per 5,000 square feet or portion thereof |
| Religious Facilities and Non-profits | $500 |
| EXTENSION OF SITE PLAN APPROVAL | $250 |
| FUTURE LAND USE MAP AMENDMENT* | $17,100 plus $10,000 per 5 acres or portion thereof above 5 acres. |
| OUTSIDE CONSULTANT- TRAFFIC, ETC. | Reimburse for cost |
| PLAT AND SUBDIVISION* | |
| Tentative Plat | $1,500 |
| Final Plat | $500 |
| PLANNED AREA DEVELOPMENT (PAD) SITE PLAN* | $5,000 |
| PUBLIC HEARING (NON-SPECIFIED) | $1,000 |
| SHORT-TERM RENTAL REGISTRATION | $500 |
| SHORT-TERM RENTAL RENEWAL | $500 (Renewal)<br>$250 (Annual Inspection) |
| SITE PLAN (PUBLIC HEARING)* | |
| Residential | $1,500 plus<br>$500 per acre or portion thereof and<br>$250 per 10 units or portion thereof |
| Commercial | $2,500 plus<br>$750 per acre or portion thereof and<br>$225 per 5,000 sq. ft. or portion thereof |
| Mixed-Use | $2,500 plus:<br>$750 per acre or portion thereof and<br>$250 per 10 units or portion thereof and<br>$225 per 5,000 sq. ft. or portion thereof |
| SPECIAL EVENTS PERMITS | $75 per event |
| SPECIAL EVENTS TEMPORARY BANNER PERMIT | $75 per banner |
| TRANSFER OF DEVELOPMENT RIGHTS* | $2,500 |
| VARIANCE (ADMINISTRATIVE)* | |
| Construction of a single-family home | $722 |
| Lot area, lot frontage, lot coverage (Single-family home) | $555 |
| All other residential administrative variances, including setbacks | $235 |
| All variance requests a result of a code violation | Double Fee |
| Commercial | $1,000 |

| | |
|---|---|
| VARIANCE (PUBLIC HEARING)* | |
| Residential (Single-Family) | $300 |
| Lot area, lot frontage, lot coverage | $2,500 |
| Multi-family/Commercial/Mixed-Use | $3,990 |
| Signage Variance | $1,710 |
| Flood Regulations per Section 30-100.6 | $2,500 |
| ZONING CODE AMENDMENT* | $17,100 |
| ZONING LETTER | $150 |
| ZONING MAP AMENDMENT* | |
| To Residential (Single-Family) | $3,500 |
| To Multi-Family | $5,000 |
| To Commercial or Office | $5,000 |
| To Mixed-Use | $7,500 |
| | |
| * Fee to be paid for each Public Hearing or modification to plan resulting in a new review upon determination by the Director | |

~~VI~~ 2. *Landscape mitigation fee.*

Fees paid into a dedicated municipal off-site landscape mitigation program for the purposes of furthering tree maintenance and tree replacement in lieu of developer/ landowner planting landscape on site.

| Type of Landscaping | Fee |
|---|---|
| Tree (per tree) | $200.00 (per tree) |
| Bush/Shrub (per plant) | $9.00 (per shrub/bush) |
| Miscellaneous Goods | 10% of total plant/tree fee imposed |
| Administrative | 10% of total plant/tree fee imposed |

~~VII~~ 3. *General information.*

A. *Application fees.* All applications fees shall be paid in total, at the time of filing of an application, and no fee shall be credited or refunded except when adjustment is warranted or deemed necessary due to departmental error. A refund of 50 percent of an original application fee may be refunded upon the withdrawal of an application when the written request for withdrawal is received within 30 days of the date of application.

B. *Mailing fees; notices.* In addition to the zoning fees set forth herein, items requiring notice shall be assessed a fee of ~~$0.57~~ $0.50 cents per notice plus the actual cost of postage per notice ~~for each notice~~ required to be mailed within the specified radius of the property. These fees shall be assessed for every occasion on which notices are mailed.

C. Processing costs will be charged equal to actual staff time and related costs for matters which involve research, including review of

legal agreements. A minimum fee of ~~$85.00~~ $100.00 shall be charged.

D. *Preparation of special studies or reports.* For special studies or reports that are not prepared as part of the regular work program of the village and are found by the village to be necessary to prepare recommendations related to planning and zoning applications, the applicant shall pay the actual cost incurred for any such required professional services.

E. *Copies of records, verification of documents, and other processing.* The cost of public records shall be determined by the Village Clerk.

~~Plan reproduction from microfilm or document larger than 14 inches by 8½ inches per sheet $5.70~~
~~Reproduced records/per page0.15~~
~~Doubled sided copy/per page0.20~~
~~Certified copies not including photocopy charge/per page1.00~~
~~Official copy of certificate of use record10.00~~
~~Verification of legal description on documents prepared for recordation 10.00~~
~~Digital maps, scanned images/per map or image 5.70~~
~~Special map requests $60.00~~
~~Notary public service/per document $10.00~~
~~Ordering plans $5.70~~
~~Hearing tapes/each $3.00~~

F. *Readvertisement and renotification for deferred or remanded hearing applications.* For each and every zoning hearing application that is deferred or remanded at the request of the applicant to a date not yet advertised, a fee shall be paid based on the actual cost of readvertisement and renotification.

G. *Late payment charges on unpaid amounts.* Billing covered by contracts, agreements or other formal arrangements for services rendered by the department are due within 45 days from the date of the invoice. Full payment of the account balance must be received by the past due date set forth on the invoice. A monthly late payment charge will be assessed on any outstanding balance at the rate of ten percent thereafter, until payment is received in full.

~~H. *Substantial compliance determination.*~~

~~$1,140.00 for residential.~~

~~$1,710.00 for commercial/industrial/office uses.~~

~~First plan revision will be processed at no charge, subsequent plan revisions will be assessed a fee of $684.00 each.~~

~~I. *Concurrency review.* A fee of six percent of the total permit fee, CU or zoning application fee, will be added to original fees where a concurrency review was performed.~~

~~Concurrency information letters:~~

~~Minor letter $100.00 (requiring routine to moderate research and analysis, standard preparation and processing time).~~

~~Major letter $200.00 (requiring extraordinary research and analysis, and/or special preparation and handling).~~

~~VIII~~ 4. *Downtown Palmetto Bay Fee Schedule.*

A. *Residential Park Concurrency Impact Fee.*

| Description | Fee |
|---|---|
| Land acquisition | $1,000.00 per unit |
| Improvements | $1,000.00 per unit |
| Administrative | 10% of Acquisition + Improvements |

B. *Commercial Park Concurrency Impact Fee.*

| Description | Fee |
|---|---|
| Land acquisition | $1,000.00 per unit |
| Improvements | $1,000.00 per unit |
| Administrative | 10% of Acquisition + Improvements |

*C. Landscaping Material Mitigation.*

| Description | Fee |
|---|---|
| Tree | $200.00 per tree |
| Bush/shrub | $ 9.00 per bush/shrub |
| Miscellaneous | 10% of total tree/bush/shrub fee |
| Administrative | 10% of total tree/bush/shrub fee |

~~D. *Village Centralized Parking Trust Fund.*~~

| ~~Description~~ | ~~Fee~~ |
|---|---|
| ~~Parking Space~~ | ~~$15,000 per space~~ |
| ~~Administrative~~ | ~~10% of total Parking Space fee~~ |

~~D. Beginning in February 2017, and in February of every year thereafter, the fees charged for the items specified in this section, VIII Franjo Activity Center Fee Schedule, shall be the stated fee in this section as automatically adjusted by the "Consumer Price Index — All Urban Consumers, not seasonally adjusted, Miami-Fort Lauderdale, Florida Metropolitan Region" Annual increase of the prior calendar year. In the case of a decrease, the fees will not change.~~

~~IX~~ 5. *Village-wide Fee Schedule.*

A. *Residential Park Concurrency Impact Fee.*

| Description | Fee |
|---|---|
| Land acquisition | $1,000.00 per unit |
| Improvements | $1,000.00 per unit |
| Administrative | 10% of Acquisition + Improvements |

B. *Commercial Park Concurrency Impact Fee.*

| Description | Fee |
|---|---|
| Land acquisition | $1,000.00 per unit |
| Improvements | $1,000.00 per unit |
| Administrative | 10% of Acquisition + Improvements |

***

**Section 3. Severability.** The provisions of this Ordinance are declared to be severable, and if any sentence, section, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses, or phrases of the Ordinance, but they shall remain in effect it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

**Section 4. Codification.** It is the intent of the Village Council and is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 5. Conflicting Provisions.** The provisions of the Code of Ordinances of the Village of Palmetto Bay, Florida and all Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon enactment.

**PASSED ON FIRST READING** this 17th day of July, 2023.

**PASSED AND ADOPTED ON SECOND READING** this _____ day of _____, 2023.

Attest: _____ _____

**Missy Arocha** **Karyn Cunningham**
**Village Clerk** **Mayor**

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

_____
**John C. Dellagloria**
**Village Attorney**

**VOTE ON FIRST READING:**

| | |
|---|---|
| Mayor Karyn Cunningham | YES |
| Council Member Steven Cody | YES |
| Council Member Marsha Matson | YES |
| Vice-Mayor Leanne Tellam | YES |
| Council Member Patrick Fiore | YES |

**FINAL VOTE AT ADOPTION ON SECOND READING:**

| | |
|---|---|
| Mayor Karyn Cunningham | ___ |
| Council Member Steven Cody | ___ |

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

# Planning and Zoning Applica?on Fees

*See Village of Palme?o Bay Code of Ordinances Appendix A "Fee Schedule" for a list of all applicable fees.*

| Application Type | Fee |
|---|---|
| **ADMINISTRATIVE SITE PLAN REVIEW (ASPR)*** | |
| Individual single-family, two family, or live/work unit | $50 |
| All other uses | $1,500 plus:<br>$500 Per Acre<br>$200 per 10 residential units or portion thereof and/or<br>$200 per 5,000 square feet or portion thereof |
| **ADMINISTRATIVE REVIEW (NON-SPECIFIED)** | $500 |
| **AMENDMENT OR DELETION OF COVENANT PROVISO OF RESOLUTION** | $1,000 |
| **APPEALS OF ADMINISTRATIVE DECISION** | $1,000 |
| **COMPREHENSIVE PLAN TEXT AMENDMENT *** | $17,100 |
| **CONCURRENCY REVIEW** | 6% of Permit fee |
| **CONDITIONAL USE*** | $2,500 |
| **ESTABLISHMENT, EXPANSION OR MODIFICATION OF A CHARTER SCHOOL FACILITY (SECTION 30-120)*** | $2,500 plus:<br>$500 Per Acre and<br>$200 per 5,000 square feet or portion thereof |
| **ESTABLISHMENT, EXPANSION, OR MODIFICATION OF RELIGIOUS FACILITIES, PRIVATE SCHOOLS, CHILD CARE FACILITIES, AND OTHER NON-GOVERNMENTAL PUBLIC ASSEMBLY USE (SECTION 30-110)*** | |
| Child Care Facilities and Other Non-Governmental Public Assembly Use | $1,500 |
| Private School | $2,500 plus:<br>$500 Per Acre and<br>$200 per 5,000 square feet or portion thereof |
| Religious Facilities and Non-profits | $500 |
| **EXTENSION OF SITE PLAN APPROVAL** | $250 |
| **FUTURE LAND USE MAP AMENDMENT*** | $17,100 plus $10,000 per 5 acres or portion thereof above 5 acres. |
| **OUTSIDE CONSULTANT- TRAFFIC, ETC.** | Reimburse for cost |
| **PLAT AND SUBDIVISION*** | |
| Tentative Plat | $1,500 |
| Final Plat | $500 |
| **PLANNED AREA DEVELOPMENT (PAD) SITE PLAN*** | $5,000 |
| **PUBLIC HEARING (NON-SPECIFIED)** | $1,000 |
| **SHORT-TERM RENTAL REGISTRATION** | $500 |
| **SHORT-TERM RENTAL RENEWAL** | $500 (Renewal)<br>$250 (Annual Inspection) |

PROPOSED

# Planning and Zoning Applica?on Fees

*See Village of Palme?o Bay Code of Ordinances Appendix A "Fee Schedule" for a list of all applicable fees.*

| Application Type | Fee |
|---|---|
| **SITE PLAN (PUBLIC HEARING)*** | |
| Residential | $1,500 plus<br>$500 per acre or portion thereof and<br>$250 per 10 units or portion thereof |
| Commercial | $2,500 plus<br>$750 per acre or portion thereof and<br>$225 per 5,000 sq. ft. or portion thereof |
| Mixed-Use | $2,500 plus:<br>$750 per acre or portion thereof and<br>$250 per 10 units or portion thereof and<br>$225 per 5,000 sq. ft. or portion thereof |
| **SPECIAL EVENTS PERMITS** | $75 per event |
| **SPECIAL EVENTS TEMPORARY BANNER PERMIT** | $75 per banner |
| **TRANSFER OF DEVELOPMENT RIGHTS*** | $2,500 |
| **VARIANCE (ADMINISTRATIVE)*** | |
| Construction of a single-family home | $722 |
| Lot area, lot frontage, lot coverage (Single-family home) | $555 |
| All other residential administrative variances, including setbacks | $235 |
| All variance requests a result of a code violation | Double Fee |
| Commercial | $1,000 |
| **VARIANCE (PUBLIC HEARING)*** | |
| Residential (Single-Family) | $300 |
| Lot area, lot frontage, lot coverage | $2,500 |
| Multi-family/Commercial/Mixed-Use | $3,990 |
| Signage Variance | $1,710 |
| Flood Regulations per Section 30-100.6 | $2,500 |
| **ZONING CODE AMENDMENT*** | $17,100 |
| **ZONING LETTER** | $150 |
| **ZONING MAP AMENDMENT*** | |
| To Residential (Single-Family) | $3,500 |
| To Multi-Family | $5,000 |
| To Commercial or Office | $5,000 |
| To Mixed-Use | $7,500 |
| Additional Fees may apply for mailings, readvertisement, or other items determined by the Director of Community and Economic Development. | |
| * Fee to be paid for each Public Hearing or modification to plan resulting in a new review upon determination by the Director | |

PROPOSED

# Planning and Zoning Applica? on Fees

*See Village of Palme? o Bay Code of Ordinances Appendix A "Fee Schedule" for a list of all applicable fees.*

PROPOSED

| Application Type | Existing Fee | New Working Fees | Cutler Bay | Homestead | Pinecrest | Miami Shores | Miami Springs | South Miami |
|---|---|---|---|---|---|---|---|---|
| Administrative Site Plan Review (ASPR)* | Individual single-family, two family, or live/work unit: $50<br>All other uses minimum fee, plus: :<br>$1,500<br>Per acre ... and:<br>$500<br>Per 10 units or portion thereof ... or:<br>$200<br>Per 5,000 sq. ft. or portion thereof:<br>$200 | Individual single-family, two family, or live/work unit: $50<br>All other uses minimum fee, plus: :<br>$1,500<br>Per acre ... and:<br>$500<br>Per 10 units or portion thereof ... or:<br>$200<br>Per 5,000 sq. ft. or portion thereof:<br>$200 | | $500 | | | | |
| Amendment or deletion of covenant proviso of resolution | N/A ($855 Public Hearing Fee) | $1,000 | | | $1,872 | | $500 | $500 |
| Appeals of Administrative Decision | N/A ($855 Public Hearing Fee) | $1,000 | $1,068.75 | | $728 | $1,000 | $100-$600 | |
| Comprehensive Plan Text Amendment * | $17,100 | $17,100 | $17,100 plus minimum fee of $1,068.75 | $3,000-$6,000 | $6,240 | $5,000 | $5,000 | $3,000 |
| Concurrency Review | 6% of the total permit fee, CU or zoning application fee | 6% of Permit fee | 6% of Permit fee | | | | | |
| Conditional Use* | N/A ($2,280 Special Exception) | $2,500 | $2,850 plus minimum fee of $1,068.75 | | $1,144-$3,120 | $1,500 | | |
| Establishment, expansion or modification of a Charter School Facility (Section 30-120)* | Charter Schools Minimum Fee: $1,500 +<br>Size of Property (per 10 acres or portion thereof): $570<br>Size of Buildings (per 5,000 sq.ft. or portion thereof): $228 | Minimum Fee: $2,500<br>and, Size of Property (per 10 acres or portion thereof): $570<br>and, Size of Buildings (per 5,000 sq.ft. or portion thereof): $228 | | | | | | |
| Establishment, expansion, or modification of Religious Facilities, Private Schools, Child Care Facilities, and Other Non-Governmental Public Assembly Use (Section 30-110)* | $2,280 | Child Care Facilies, and Other Non-Governmental Public Assembly Use: $1,500<br>Religious Facilities $500<br>Private Schools:<br>Minimum Fee: $2,500<br>and, Size of Property (per 10 acres or portion thereof): $570<br>and, Size of Buildings (per 5,000 sq.ft. or portion thereof): $228 | | | $1,500 | | | |
| Future Land Use Map Amendment* | Base fee, plus: $17,100<br>Up to 5.0 gross acres: $11,400<br>5.1 10.0 gross acres: $21,660.00<br>10.1 20.0 gross acres: $42,750.00<br>20.1 40.0 gross acres: $64,410.00<br>40.1 80.0 gross acres: $85,500.00<br>80.1 160.0 gross acres: $102,600.00<br>160.1 320.0 gross acres: $119,700.00<br>320.1 480.0 gross acres: $136,800.00<br>480.1 640.0 gross acres: $153,900.00<br>640.1 800.0 gross acres: $171,000.00<br>800.1 960.0 gross acres: $188,100.00<br>960.1 1120.0 gross acres: $205,200.00<br>1120.1 1280.0 gross acres: $222,300.00 | Base fee, plus: $17,100<br>Up to 5.0 gross acres: $11,400<br>5.1 10.0 gross acres: $21,660.00<br>10.1 20.0 gross acres: $42,750.00<br>20.1 40.0 gross acres: $64,410.00<br>above 40.1 80.0 gross acres: $85,500.00 | $17,100 plus minimum fee of $1,068.75 | | | $8,000-$15,000 | | |
| Outside Consultant- Traffic, etc. | Reimburse for cost | Reimburse for cost | | | | | | |
| Plat and Subdivision* | Zoning Public Hearing Base Fee: $855 | Tentative Plat $1,500<br>Final Plat $500 | $1,068.75 plus minimum fee of $1,068.75 | $750 plus $50 per lot ($20 above 20) (Preliminary)<br>$500(Final) | $975 (Pre-Application)<br>$1,798 plus $115 per lot (Preliminary)<br>$1,248 (Final) | | $500 (Tentative)<br>$1,000 (Final) | $5,000 (Tentative)<br>$4,000 (Final) |
| Planned Area Development (PAD) Site Plan* | N/A ($855 Public Hearing Fee) | $5,000 | | (Rezoning) $1,500 + $0.10 for every 10 square feet of total land area<br>(Plan Review) $1,000-$2,000 | | $5,000 (Tentative)<br>$500 (Final) | | $1,500-$5,250 |
| Short-Term Rental Registration | $167 | $500 | | | $832 | | | |
| Short-Term Rental Renewal | $167 | $500 (Renewal)<br>$250 (Annual Inspection) | | | $624 (Renewal)<br>$416 (Annual Inspection) | | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Site Plan (Public Hearing)* | $855 Public Hearing Fee Plus:<br>Residential:<br>Size of property:<br>Number of units:<br>Commercial:<br>Size of Property:<br>Size of building:<br>$1,140<br>$570 per 10 acres or portion thereof<br>$285 per 15 units or portion thereof<br>$1,710<br>$684 per 10 acres or portion thereof<br>$228 per 5,000 sq. ft. or portion thereof | Residential:<br>Size of property:<br>Number of units:<br>Commercial:<br>Size of Property:<br>Size of building:<br>Mixed Use:<br>Size of Property:<br>Residential Portion:<br>Non-Residential Portion:<br>$1,500 plus<br>$500 per acre or portion thereof<br>$250 per 10 units or portion thereof<br>$2,500 plus<br>$750 per acre or portion thereof<br>$225 per 5,000 sq. ft. or portion thereof<br>$2,500 plus<br>$750 per acre or portion thereof<br>$250 per 10 units or portion thereof<br>$225 per 5,000 sq. ft. or portion thereo | Single Family Residential: $712.50 plus minimum fee of $1,068.75<br>Town Center: $2,137.50 plus minimum fee of $1,068.75 | $1,000 | $3,328.00 plus $575 per acre and $230.00 / 10 units or portion thereof or $230.00 / 5,000 ft² of GFA portion thereof | $500-$5,000 | $2,000-$2,500 | $450-$900 |
| Special Events Permits | None | $75 | | $80 | | $0 | Free for residents; $25 non residents | $60 app fee and $100 administrative fee |
| Special Events Temporary Banner Permit | None | $75 | | None; only sign permits at bldg dpt | | | Free for residents; $25 non residents | Banner over ROW (free)<br>Temporary signs ($75) |
| Transfer of Development Rights* | N/A ($855 Public Hearing Fee) | $2,500 | | | | | | |
| Variance (Administrative)* | Carport (maximum 200 sq. ft.): $235.12<br>Utility shed (maximum 100 sq. ft.) $235.12<br>Fence/wall $235.12<br>Storage of boat/RV $235.12<br>Interior/exterior integration area $235.12<br>Setback adjustments for attached/detached structure(s) $448.87<br>Any administrative adjustment involving tennis court, swimming pool or other recreational use $555.75<br>Any adjustment for the construction of a new residence $722.47<br>Other adjustments such as, but not limited to, lot area, lot frontage, lot coverage $555.75 | Residential:<br>Construction of a new residence $722<br>Lot area, lot frontage, lot coverage $555<br>All other residential administrative variances: $235<br>All variance requests a result of a code violation: Double Fee<br>Commercial: $1,000 | $748.13-$1,204.13 | $400-$600 | $936-$1,352 | | | |
| Variance (Public Hearing)* | Use Variance<br>AU/GU/RU-1/RU-2/EU: $1,710<br>RU-TH/MULTI-FAM/PAD: $2,850<br>RU-5/RU-5A/OPD: $3,990<br>BU: $3,990<br>IU: $3,420<br>Non-use Variance<br>Signs: $1,710<br>Non-use variance or administrative site development option $300<br>Residential/one lot: | Residential (single-family) per Section 30-30.6 $300<br>Multi-family/Commercial/Mixed-Use per Section 30-30.6 $3,990<br>Signage Variance $1,710<br>Flood Regulations per Section 30-100.6 $2,500 | $712-$2,137.50 plus minimum fee of $1,068.75 | $500-$750 | $936-$2080 | $1,000-$2,000 | $350-$1,000 | $2,000-$4,000 |
| Zoning Code Amendment* | N/A ($855 Public Hearing Fee) | $17,100 | $1,425 plus minimum fee of $1,068.75 | | | $5,000 | $4,250 | $3,000-$6,000 |
| Zoning Letter | $150 | $150 | $106.88 | | $156 | $150 | $150-$200 | $100 |
| Zoning Map Amendment* | Change to AU/GU/RU-1/RU-2/EU/RU-1M(a)/RU-1M(b): $1,140<br>Change to RU-TH/MULTI-FAM/PAD: $1,710<br>Change to RU-5/RU-5A/OPD: $2,280<br>Change to BU: $3,420<br>Change to IU: $2,850 | To Residential (Single-Family) $3,500<br>To Multi-Family $5,000<br>To Commercial or Office $5,000<br>To Mixed Use $7,500 | $1,425-$4,275 plus minimum fee of $1,068.75 | $400-$1,500 + $0.10 for every 10 square feet of total land area | $3,744-6,240 | $1,000-$10,000 | $3,000-$6,000 | $6,000-$20,250 |
| | | | | | | | | |
| * Fee to be paid each Public Hearing or modification to plan resulting in a new review upon determination by the Director | | | | | | | | |

**AGENDA ITEM NO. 10.B**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Council |
| **ITEM TYPE:** | Ordinance |
| **AGENDA SECTION:** | ORDINANCES FOR SECOND READING AND PUBLIC HEARING |
| **SUBJECT:** | AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS; ADOPTING "THE TREE MEMORIAL PROGRAM"; ADDING SECTION 20-92 TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY STYLED "PARKS AND RECREATION"; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Passed on First Reading on July 17, 2023-Special Council Meeting)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Ord-Tree Memorial-MM

**ORDINANCE 2023-___**

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS; ADOPTING "THE TREE MEMORIAL PROGRAM;" ADDING SECTION 20-92 TO CHAPTER 20 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY STYLED "PARKS AND RECREATION; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.** *(Sponsored by Councilmember Marsha Matson)*

**WHEREAS**, the purpose of the Tree Memorial Program is for the Village, individuals, families, or organizations to commemorate a special event, celebrate an individual's achievement, or honor a loved one by planting a memorial tree identified by a permanent plaque at its base;

**WHEREAS**, when the Village plants a tree to honor a person or event, or a private individual donates a tree, the purpose of the honor is often lost to posterity if the tree is not marked by a plaque signifying the importance of the occasion;

**WHEREAS**, the Village and the Village of Palmetto Tree Advisory Board plans twenty-five (25) or more years into the future for tree planting recommendations;

**WHEREAS**, The Village Parks Department has without an identifying plaque planted a memorial tree each year since 2017 for Southwood Middle School Earth Day Art Contest and a memorial tree each year since 2018 for the Mayor's Environmentalist of the Year in Village parks;

**WHEREAS**, since 2020, a religious organization purchased and planted trees at a Village Park with its own marker, families donated two (2) trees in honor of loved ones without plaques, and the Village honored one (1) person with a tree and bronze plaque;

**WHEREAS**, the Village finds a need to create a uniform program for memorial tree planting with a permanent plaque which informs and inspires future generations about the honored individuals, loved ones, and special occasions.

**NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1. The above recitals are incorporated as if set forth in full.**

**Section 2.** Section 20, Article II styled "Rules and Regulations" ~~the Code of the Village Ordinances of Palmetto Bay~~ is hereby amended by the addition of Subsection 20-92 as follows;

**Section 3.** Sub-section 20-92:

a) The Village of Palmetto Bay shall establish the Memorial Tree Program to be administered by the Village Parks Department with the advice of the Village of Palmetto Bay Tree Advisory Board. The purpose of the Memorial Tree Program is to allow the Village, families, or organizations to honor individuals, loved ones, or special occasions by planting a memorial tree accompanied by a permanent plaque to preserve its significance for posterity.

b) The Village shall determine the individuals or special occasions honored by the Village in the Memorial Tree Program. The Program includes the tree, the plaque, year-round tree and plaque maintenance, and guaranteed twenty-five (25) year survival of the tree. For non-Village entities such as individuals, families, and organizations, a reasonable donation or fee shall be set to cover the cost by the Village which includes the tree, the plaque, year-round tree and plaque maintenance, and guaranteed twenty-five (25) year survival of the tree.

**(i)** The memorial tree shall be located on Village-owned property, in a Village park, or at a suitable location determined by the Village. The Village reserves the right to place the memorial tree at a location best suited for the memorial tree. The memorial tree shall be chosen from a list of Village-approved trees and planted in the optimal season.

**(ii)** Plaques shall be made of a metal, such as bronze, or of granite, and made part of or affixed to concrete, rock, or other

permanent material. The plaque shall be placed at the base of the memorial tree for ease of viewing. The plaque's cost, size, design, appearance, number of lines, characters per line, and wording shall be determined by the Village, or by the Village in discussion with the donating entity if applicable.

**(iii)** Plaques as described in Section 6 shall be produced and installed at the base of the memorial trees previously planted by the Village. Plaques for trees previously planted and donated by non-Village entities shall be installed at the discretion of the Village.

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

**Section 5. Codification.** It is the intention of the Village Council, and it is hereby ordained the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be renumbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon enactment at Second Reading.

**PASSED ON FIRST READING** this 10th day of July, 2023**.**

**PASSED AND ADOPTED ON SECOND READING** this ____ day of _____, 2023.

Attest: _____ _____

| | |
|---|---|
| **Missy Arocha** | **Karyn Cunningham** |
| **Village Clerk** | **Mayor** |

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

_____

**John C. Dellagloria**
**Village Attorney**

**VOTE ON FIRST READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

**FINAL VOTE AT ADOPTION ON SECOND READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

**AGENDA ITEM NO. 10.C**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Council |
| **ITEM TYPE:** | Ordinance |
| **AGENDA SECTION:** | ORDINANCES FOR SECOND READING AND PUBLIC HEARING |
| **SUBJECT:** | AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING SECTION 2-49(E) REGARDING THE CURRENT PROCEDURE OF READING PUBLIC COMMENTS DURING COUNCIL MEETINGS; ELIMINATING THE REQUIREMENT OF READING THE COMMENTS RECEIVED BY THE PUBLIC; DIRECTING THE VILLAGE CLERK TO PROVIDE COPIES TO COUNCILMEMBERS OF ALL PUBLIC COMMENTS PRIOR TO A MEETING; PLACING ALL COMMENTS RECEIVED AS PART OF THE PUBLIC RECORD OF THE MEETING; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham) (Passed on First Reading on May 1, 2023–Regular Council Meeting and continued June 5, 2023-Regular Council Meeting)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Ord-Public Comment-KC

Exhibit A-eComments Feature

**ORDINANCE NO. 2023____**

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING SECTION 2-49(e) REGARING THE CURRENT PROCEDURE OF READING PUBLIC COMMENTS DURING COUNCIL MEETINGS; ELIMINATING THE REQUIRMENT OF READING THE COMMENTS RECEIVED BY THE PUBLIC; DIRECTING THE VILLAGE CLERK TO PROVIDE COPIES TO COUNCIL MEMBERS OF ALL PUBLIC COMMENTS PRIOR TO A MEETING; PLACING ALL COMMENTS RECEIVED AS PART OF THE PUBLIC RECORD OF THE MEETING; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Mayor Karyn Cunningham)*

**WHEREAS,** public comments are an important part of our meeting agenda; and

**WHEREAS,** in 2020, due to COVID, the Village initiated public comments by form so that residents would be able to participate in virtual meetings and it has been the practice of the Village to have the Village Clerk read the public comments received for both general comment and those directed to specific agenda items; and

**WHEREAS,** the purpose of written public comment is to advise the Council regarding the position a resident has on a general issue or specific agenda item; and

**WHEREAS,** the Village continues to provide for a hybrid meeting with a virtual lobby where comments can be given real time; and

**WHEREAS,** by providing copies to the Village Council Members of all public comments received for a Council meeting instead of reading the comments, it will more accurately inform the Council Member, as time limitations often prevent the entire comment to be read.

**WHEREAS,** Section 2-49(e) of the Village Code calls for the ability of the public to “address the Council” in the same manner as speakers are allowed pursuant to Section 2-49 (d); and

**WHEREAS,** the purpose of written public comment is to advise the Council regarding the position a resident has on a general issue or specific agenda item; and

**WHEREAS,** in lieu of reading the comments submitted by a form at a Council meeting, the Village Clerk shall provide copies to the Village Council Members of all public comments received by form for a Council meeting instead of reading the comments, as it will more accurately inform the Council Members, as time limitations often prevent the entire comment from being read.

**NOW THEREFORE, THE FOLLOWING ORDINANCE IS HEREBY ENACTED BY THE VILLAGE OF PALMETTO BAY, FLORIDA:**

**Section 1**. That the above recitals are incorporated as if set forth in full.

**Section 2.** That Section 2-49 (e) be amended as follows:

Section 2-49 (e): Written Communication: interested parties or their authorized representatives may ~~address~~ submit written comments to be provided by the Village Clerk to the Council Members prior to the start of the Council meeting. ~~in compliance with criteria established under subsection (d) regarding items to be considered by the Council.~~ Written comments shall no longer be read but shall be made part of the public record of the meeting.

**Section 3.** The Village Clerk shall have all written public comments made part of the official record of the meeting.

**Section 4.** This Resolution shall take effect immediately upon adoption.

**PASSED ON FIRST READING** this 1st day of May, 2023.

**PASSED AND ADOPTED ON SECOND READING** this _____ day of _____, 2023.

Attest: _____ _____

**Missy Arocha** **Karyn Cunningham**
**Village Clerk** **Mayor**

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

_____

**John C. Dellagloria**
**Village Attorney**

**VOTE ON FIRST READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

**FINAL VOTE AT ADOPTION ON SECOND READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

Palmetto Bay's new e-Comments feature allows residents to voice their opinion on agenda items for Council meetings in a fast, convenient way. Users can select a position on the issue, including "support," "oppose," or "neutral," then add a personalized comment and even an attachment. Once submitted, these comments become part of the official public record.

Watch the eComment tutorial video here:

- e-Comments Video Tutorial - YouTube

**AGENDA ITEM NO. 10.D**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

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|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Clerk's Office |
| **ITEM TYPE:** | Ordinance |
| **AGENDA SECTION:** | ORDINANCES FOR SECOND READING AND PUBLIC HEARING |
| **SUBJECT:** | AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING HEALTH BENEFITS; PROVIDING TWO YEARS OF HEALTH BENEFITS TO ALL CURRENT AND FUTURE COUNCILMEMBERS FOR EACH FOUR YEARS SERVICE ON COUNCIL, WITH THE BENEFIT TO BE RECEIVING FOLLOWING THE END OF THEIR SERVICE; REPEALING ORDINANCE 2017-21; AND PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE. *(Sponsored by Nick Marano, Village Manager) (Passed on First Reading on July 17, 2023-Special Council Meeting) (This item requires a Third Reading)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Ord-Council Health Benefits

Exhibit A-Ordinance 2017-21

**ORDINANCE NO. 2023-____**

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING HEALTH BENEFITS; PROVIDING TWO YEARS OF HEALTH BENEFITS TO ALL CURRENT AND FUTURE COUNCILMEMBERS FOR EACH FOUR YEARS SERVICE ON THE COUNCIL, WITH THE BENEFIT TO BE RECEIVED FOLLOWING THE END OF THEIR SERVICE; REPEALING ORDINANCE 2017-21; AND PROVIDING FOR CODIFICATION; AND AN EFFECTIVE DATE.** (*Sponsored by Administration*)

**WHEREAS**, beginning with the Village's incorporation, health benefits have been available to members of the Council; and

**WHEREAS,** at present, an inequitable situation exists with only some Council Members being eligible for the benefits based on the year of becoming a Council Member; and

**WHEREAS,** in order to provide a uniform standard for the receipt of benefits, the Council wishes to rescind the current Ordinance and provide health benefits to all current and future Council Members based on the requirements below.

**NOW, THEREFORE, THE FOLLOWING ORDINANCE IS HEREBY ENACTED BY THE VILLAGE OF PALMETTO BAY, FLORIDA:**

**Section 1.** The above recitals are incorporated as if set forth in full.

**Section 2.** Ordinance 2017-21 is repealed in its entirety.

**Section 3.** All current and future Council Members shall receive a benefit of two years of health benefits for each four years of service on the Council, following their service completion.

**Section 4.** The amount, on a non-reimbursable basis, shall be Five Hundred ($500.00) Dollars per month, with an annual Consumer Price Increase (CPI) adjustment. That adjustment shall be based on the


Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

Bureau of Labor Statistics (BLS) data for medical care.

**Section 5.** The health benefits shall be received upon the end of the Council Member's service on the Council.

**Section 6. Codification.** It is the intent of the Village Council and is hereby ordained that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

**Section 7.** This Ordinance shall become effective on Second Reading.

**PASSED on FIRST READING** this 17th day of July, 2023.

**PASSED on SECOND READING** this 11th day of September, 2023.

**PASSED AND ADOPTED ON THIRD READING** this ____ day of ____, 2023.

Attest: _____ _____

| | |
|---|---|
| **Missy Arocha** | **Karyn Cunningham** |
| **Village Clerk** | **Mayor** |

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

_____

**John C. Dellagloria**
**Village Attorney**


Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

**VOTE ON FIRST READING:**

Mayor Karyn Cunningham YES

Council Member Steven Cody YES

Council Member Marsha Matson YES

Vice-Mayor Leanne Tellam YES

Council Member Patrick Fiore YES

**VOTE ON SECOND READING:**

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Leanne Tellam ___

Council Member Patrick Fiore ___

**FINAL VOTE AT ADOPTION ON THIRD READING:**

Mayor Karyn Cunningham _____

Council Member Steven Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Council Member Patrick Fiore _____


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"***" indicates portions of code excluded.

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# ORDINANCE NO. 2017-21

**AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO HEALTH BENEFITS FOR COUNCILMEMBERS FOLLOWING TERMS OF SERVICE; PROVIDING THAT COUNCILMEMBERS SHALL RECEIVE FROM THE VILLAGE TWO YEARS OF HEALTH BENEFITS FOLLOWING THE END OF THEIR SERVICE ON THE COUNCIL FOR EVERY FOUR YEARS OF SERVICE PERFORMED PRIOR TO DECEMBER 15, 2018; AND AN EFFECTIVE DATE.** (Sponsored by Councilmember John Dubois)

**WHEREAS,** in the past Village Councilmembers have received health care benefits following their service on the Council; and

**WHEREAS**, the Council wishes to terminate post-service health care benefits for Councilmembers, with proper notice of this new policy to new Councilmembers; and

**WHEREAS**, fairness considerations justify providing the post-service health care benefits to Councilmembers who were elected when the policy was in place and terminating the benefit only with respect to Councilmembers who will be elected in the future after this ordinance goes into effect.

**NOW, THEREFORE, BE IT ENACTED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1. Post-service Health Care Benefits for Certain Councilmembers.** (a) Upon termination of service, Village Councilmembers elected before the date of this ordinance shall be entitled to two years of health care benefits on an on-going basis, as defined below, for every complete four year term served.


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"***" indicates portions of code excluded.

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(b) The post-service health care benefit provided herein shall consist of reimbursement for health care coverage, up to $500 cash payment for each month, upon proof of health care coverage. Such payment shall be paid retroactively to any Councilmember so entitled who has not received the payments.

(c) No post-service health care benefits shall be provided to Councilmembers for any terms of service based upon the Council elections any time after this ordinance goes into effect.

**Section 2. Conflicting Provisions.** The provisions of the Code of Ordinances of the Village of Palmetto Bay, Florida and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 3. Effective Date.** This Ordinance shall take effect immediately upon enactment.

First Reading: November 6, 2017
Second Reading: December 4, 2017

**PASSED and ENACTED** this 4th day of December, 2017.

Attest:
DocuSigned by: Missy Arocha 6EDC211E5E8C48C...
Missy Arocha
Village Clerk

DocuSigned by: 3B8854AD509F494...
Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

DocuSigned by: Dexter W. Lehtinen 1B1D06E71321445...
Dexter W. Lehtinen
Village Attorney


Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

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FINAL VOTE AT ADOPTION:

| | |
|---|---|
| Council Member Karyn Cunningham | YES |
| Council Member David Singer | YES |
| Council Member Larissa Siegel Lara | YES |
| Vice-Mayor John DuBois | YES |
| Mayor Eugene Flinn | YES |


Additions shown by underlining and deletions shown by ~~overstriking~~.
"***" indicates portions of code excluded.

**AGENDA ITEM NO. 12.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Council |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RECOGNIZING AND SUPPORTING THE 27TH ANNUAL "NATIONAL WALK & ROLL TO SCHOOL DAY", HELD ON OCTOBER 4, 2023; PROMOTING SAFE ROUTES TO SCHOOLS, STUDENT HEALTH AND WELL BEING, AND YOUTH PARTICIPATION IN LOCAL EVENTS; ENCOURING PARENTS AND TEACHERS TO REGISTER AND PLAN EVENTS FOR THEIR SCHOOLS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)* |
| **SUGGESTED ACTION:** | |
| **ATTACHMENTS:** | Reso-Walk to School-SC |

**RESOLUTION NO. 2023-____**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RECOGNIZING AND SUPPORTING THE 27TH ANNUAL "NATIONAL WALK & ROLL TO SCHOOL DAY", HELD ON OCTOBER 4, 2023; PROMOTING SAFE ROUTES TO SCHOOLS, STUDENT HEALTH AND WELL BEING, AND YOUTH PARTICIPATION IN LOCAL EVENTS; ENCOURING PARENTS AND TEACHERS TO REGISTER AND PLAN EVENTS FOR THEIR SCHOOLS; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Councilmember Steve Cody)*

**WHEREAS,** October 4, 2923, marks the 27th Anniversary of National Walk & Roll to School Day; and

**WHEREAS,** this event is meant to not only promote safe routes to schools, but is intended to inspire students to take a more active roll in their community and learn about issues that effect their daily lives; and

**WHEREAS,** the event has inspired students to address safety education regarding matters such as signage, traffic control, and improvements to sidewalks, streets and crosswalks; and

**WHEREAS,** the Village Council encourages all parents and school personnel to visit www.walkbiketoschool.org to learn about and register for the event.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1**. That the above recitals are incorporated as if set forth in full.

**Section 2.** That the Village Council recognizes and supports National Walk & Roll to School Day and encourages all parents and teachers to register and plan events for their students.

**Section 3.** This Resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED** this 11th day of September 2023.

**ATTEST**:

| | |
|---|---|
| _____ | _____ |
| **Missy Arocha** | **Karyn Cunningham** |
| **Village Clerk** | **Mayor** |

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

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

**AGENDA ITEM NO. 12.B**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Missy Arocha, Village Clerk's Office |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | CONSENT AGENDA |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE ART-IN-PUBLIC PLACES (AIPP) BOARD; APPOINTING ONE MEMBER TO THE VILLAGE OF PALMETTO BAY'S AIPP BOARD; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Leanne Tellam)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**
Reso-AIPP Appointment-LT

# RESOLUTION NO. 2023-___

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RELATING TO THE ART-IN-PUBLIC PLACES (AIPP) BOARD; APPOINTING ONE MEMBER TO THE VILLAGE OF PALMETTO BAY'S AIPP BOARD; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Vice Mayor Leanne Tellam)*

**WHEREAS**, in March of 2007, the Village of Palmetto Bay created the Art-in-Public Places Advisory Board ("AIPP") to promote the general welfare of the Village by encouraging pride in the community, increase property values, enhance the quality of life of the people through artistic opportunities, unite the community through shared cultural experiences, and create a cultural legacy for future generations through the collection and exhibition of high-quality art pieces; and

**WHEREAS**, pursuant to Section 30-160.4., of the Code of Ordinances, the Village Council shall appoint members to the AIPP Advisory Board and each member shall serve for four (4) years, under staggered terms, serving without compensations, and the Village Council shall vote on the selection of each member; and

**WHEREAS**, Vice Mayor Leanne Tellam has a vacancy on the AIPP and is desirous of appointing Mr. Sean Kramer to the AIPP Advisory Board for a four (4) year term.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The following individual is appointed to the AIPP Advisory Board:

Sean Kramer (4-year appointments)
(Appointed by Vice Mayor Leanne Tellam)

**Section 2.** This Resolution shall take effect immediately upon approval.

**PASSED** and **ADOPTED** this 11th day of September, 2023.

Attest:

| | |
|---|---|
| _____ | _____ |
| **Missy Arocha** | **Karyn Cunningham** |
| **Village Clerk** | **Mayor** |

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

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

**AGENDA ITEM NO. 14.A**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

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|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Heidi Siegel, Community and Economic Development |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AMENDING RESOLUTION 2022-102 APPROVING THE SECOND TURNOVER AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE, AND AUTHORIZING THE VILLAGE MANAGER TO PURCHASE SAID LAND FOR ONE DOLLAR AND NO CENTS ($1.00); PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Manager, Nick Marano)* |

**SUGGESTED ACTION:**

**ATTACHMENTS:**

Vet Park Revised Resolution Sept 2023.docx
Letter to Village Manager -Nick Marano.pdf
Revised Combined Veterans Reso Exhibits.pdf

**RESOLUTION NO. 2023-__**

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE ACQUISITION OF LAND; AMENDING RESOLUTION 2022-102 APPROVING THE SECOND TURNOVER AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE, AND AUTHORIZING THE VILLAGE MANAGER TO PURCHASE SAID LAND FOR ONE DOLLAR AND NO CENTS ($1.00); PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Village Administration/ Nick Marano)*

**WHEREAS**, the vacant land of approximately 3.0973 acres in the vicinity of SW 164 Street and SW 93 Avenue (as legally described and depicted in the Turnover Agreement referenced below) (the "Site") was identified as a suitable location to establish a Village park honoring United States military veterans (the "Veterans' Park"), and the Village is interested in acquiring the Site for such purpose; and

**WHEREAS**, the Village and the owner of the Site (the "Site Owner") entered into a Public Recreation and Use Easement recorded December 14, 2015 in O.R. Book 29887 at Page 2920 of the Public Records of Miami-Dade County, Florida, providing for, *inter alia,* the right of the Village to purchase the Site for the sum of $1.00 in furtherance of its intent to establish the Veterans' Park thereat; and

**WHEREAS**, pursuant to Village Resolution 2015-116, the Site Owner voluntarily contributed $95,000.00 towards the construction of the Veterans' Park; and

**WHEREAS**, the Village and the Site Owner entered into a Turnover Agreement recorded February 2, 2021 in O.R. Book 32326 at Page 2509 of the Public Records of Miami-Dade County, Florida, memorializing the completion of the First Park Phase at the Site and the turnover thereof to the Village; and

**WHEREAS**, the Site Owner and the Village Administration have negotiated an Amendment to Public Recreation and Use Easement, a copy of which is attached hereto as Exhibit "A"; and

**WHEREAS**, pursuant to Village Resolution 2022-102 (as modified hereby), the Site Owner and the Village Administration have negotiated the proposed Declaration of Restrictive Covenants in Lieu of Unity of Title (the "Declaration") attached hereto as Exhibit "B", which Declaration is required under the Village's Land Development Code in order for the Site and the Site Owner's adjoining land to remain in compliance therewith after the Site is acquired by the Village; and

**WHEREAS**, the Site Owner and the Village Administration have negotiated the proposed Second Turnover Agreement attached hereto as Exhibit "C" to memorialize the turnover to the Village of the remainder of the Site; and

**WHEREAS**, the Village is prepared to purchase the Site for $1.00 in accordance with the Agreement for Sale and Purchase of Real Property appended to the Public Recreation and Use Easement (each as modified pursuant to the proposed Amendment to Public Recreation and Use Easement) once the platting of the Site and the Site Owner's adjoining land has been completed.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:**

**Section 1**. That the above recitals are incorporated as if set forth in full.

**Section 2**. The proposed Amendment to Public Recreation and Use Easement attached hereto as Exhibit "A" is hereby approved, with such additions, deletions or other changes therein (including any exhibits attached thereto) as the Village Manager shall approve.

**Section 3**. The proposed Declaration attached hereto as Exhibit "B" is hereby approved, with such additions, deletions or other changes therein (including any exhibits attached thereto) as the Village Manager shall approve.

**Section 4**. The proposed Second Turnover Agreement attached hereto as Exhibit "C" is hereby approved, with such additions, deletions or other changes therein as the Village Manager shall approve.

**Section 5**. The Village Manager is hereby authorized to enter into, execute and deliver the proposed Amendment to Public Recreation and Use Easement, the proposed Declaration and, upon the turnover to the Village of the remainder of the Site, the proposed Second Turnover Agreement (collectively, the "Title Documents"). Following recordation of the Title Documents and the completion of the platting process with respect to the Site and the Site Owner's adjoining land, the Village Manager is authorized to enter into, execute and deliver the Agreement for Sale and Purchase of Real Property appended to the Public Recreation and Use Easement (each, as modified) and proceed with the acquisition and acceptance of conveyance of the Site for $1.00, and to enter into, execute and deliver such other documents as he deems necessary in connection therewith or as may be occasioned by the platting of the Site, and/or which may otherwise be necessary in order to carry out the purpose and intent of purchasing the Site and establishing the Veteran's Park.

**Section 6**. This Resolution shall take effect immediately upon approval.

**PASSED AND ADOPTED** this ___ day of _____, 2023.

**ATTEST**: **VILLAGE OF PALMETTO BAY**

_____ _____

**Missy Arocha** **Karyn Cunningham**
**Village Clerk** **Mayor**

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

_____

George J. Lott, Special Counsel

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

LOTT & LEVINE
ATTORNEYS AT LAW

GEORGE J. LOTT
ATTORNEY AT LAW
FLORIDA SUPREME COURT CERTIFIED
CIRCUIRT CIVIL MEDIATOR

MICHAEL D. LEVINE (1953-1993)

8950 S.W. 74TH COURT
TOWN CENTER ONE, SUITE 1711
MIAMI, FLORIDA 33156

TELEPHONE: (305) 670-0700
FAX: (305) 670-0701
EMAIL: GLott@LottLevine.com

August 22, 2023

Nick Marano, Village Manager
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL v33157

RE: Veterans Park

Dear Mr. Marano:

Once the Plat of the land encompassing the property being retained by South Motors and the property which will be conveyed to the Village to establish Veterans Park is approved by the County and recorded, the objective is to proceed *post haste* in signing the revisions necessitated by the platting process to finalize the documents organizing and separating the two properties (Public Recreation and Use Easement, and Declaration of Restrictive Covenant in Lieu of Title), acknowledging the turnover to the Village of physical possession of the entire Veterans Park property (Second Turnover Agreement), exercising the Village's option to purchase the Veterans Park property and the signing of the Agreement itself for the purchase of the Veterans Park property by the Village (Agreement for Sale and Purchase of Real Property).

While Resolution 2022-102 approved on December 5, 2022, authorized the Village Manager to negotiate and sign amendments to the Declaration of Restrictive Covenants and Second Turnover Agreement, the Resolution was ambiguous as to the scope of the Village Manager's authority to negotiate and sign all the documents noted above, such as the Agreement for Sale and Purchase of Real Property.

The purpose of amending Resolution 2022-102 is to clarify this ambiguity. The amendment is also being required by South Motors' attorney.

Therefore, Section 5 of the proposed amendment to Resolution 2022-102 addresses this issue and now expressly includes the authority of the Village Manager to negotiate and sign all the documents needed to carry out the purpose and intent of the Village to purchase the property to establish Veterans Park.

Finally, regarding the estate or interest in the land that the Village is purchasing, it is fee simple title. Pursuant to the Public Recreation and Use Agreement signed by South Motors and the Village in 2015, the form of the Deed to be delivered by South Motors will convey fee simple title and expressly warrant

title to the property. Also, the Title Insurance Policy the Village will be receiving in connection with its purchase of the property will state that the estate or interest in the land being insured will be fee simple. However, as agreed to by the parties in 2015, the Deed will also include a reverter clause providing that, if the Village ceases to use the property solely for public park purposes, and this violation is not cured within 210 days of written notice, title to the property will revert back to South Motors.

After reading the foregoing, should you have any questions, please do not hesitate to contact me.

Very truly yours,

GEORGE J. LOTT

GJL:amj

Exhibit A
Legal Description

A portion of Tract 7 and 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida; more filly described as follows:

Commencing at the Northwest corner of said Tract 7; thence South 00'05'42" East, on the West line of said Tract 7, a distance of 413.79 feet to the Point of Beginning; thence continuing South 00'05'42" East, on the said West line of said Tract 7, a distance of 52.80 feet to the Southwest corner of said Tract 7and to a point on a curve; thence Easterly on the South line of said Tracts 7 and 8 and also on the North right-of-way line of S.W. 164th Street and on said curve left, whose radius point bears North 51'49'30" East, with a radius of 475.00 feet, a central angle of 51'07'36', an arc distance of 423.86 feet; thence South 89'14'49" East, on the South line of said Tract 8 and on said North right-of-way line, a distance of 306.52 feet to the Southeast corner of said Tract 8; thence North 00'10'11" West, on the East line of said Tract 8, a distance of 229.36 feet; thence North 89'14'49" West, a distance of 673.58 feet to the Point of Beginning.

Said lands situate, lying and being in the Village of Palmetto Bay, Miami-Dade County, Florida, and containing 134,918 square feet or 3.0973 acres more or less.

Exhibit B
Public Recreation and Use Easement

EXHIBIT "B" TO TURNOVER AGREEMENT

CFN: 20150786182 BOOK 29887 PAGE 2920
DATE:12/14/2015 10:39:35 AM
DEED DOC 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This Instrument Prepared By:
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, Florida 33131
Attention: Juan P. Loumiet, Esq.

**PUBLIC RECREATION AND USE EASEMENT**
**(Miami-Dade County)**

**THIS PUBLIC RECREATION AND USE EASEMENT** ("Easement") is made as of the 11th day of December, 2015, by **SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation, whose mailing address is 16165 South Dixie Highway, Miami, Florida 33157 ("Grantor"), in favor of **VILLAGE OF PALMETTO BAY, FLORIDA**, a Florida municipal corporation, whose mailing address is 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 ("Grantee").

WITNESSETH THAT:

A. Grantor is the owner of that certain real property, lying and being in Miami-Dade County, Florida and more particularly described in Exhibit A attached hereto and made a part hereof ("Easement Area").

B. Grantor is the owner of that certain real property adjacent to and abutting the Easement Area, lying and being in Miami-Dade County, Florida and more particularly described in Exhibit B attached hereto and made a part hereof ("Adjoining Area").

C. The Easement Area and Adjoining Area are part of application VPB-13-001 submitted by Grantor to Grantee for a FLUM Amendment, rezoning, and site plan approval (collectively the "Public Hearing Application").

D. It is Grantor's intent to provide the Easement Area for use by Grantee and the public as a recreation and park area owned by Grantor consistent with Section 375.251(2), Florida Statutes.

E. It is Grantor's and Grantee's intent that, at all times during the term of this Easement and prior to Grantee's acquisition of the Easement Area as permitted herein, the Easement Area shall be the private property of Grantor, which Grantor shall make available for park use available to the public in accordance with the terms and provisions of this Easement.

F. It is further Grantor's and Grantee's intent that, at all times during the term of this Easement and prior to Grantee's acquisition of the Easement Area as permitted herein, the Easement Area shall be considered a "private park", and not a "public park", as those terms are used under the Village of Palmetto Bay Land Development Code and the Village of Palmetto Bay Code of Ordinances (jointly, the "Codes").

**NOW, FOR AND IN CONSIDERATION OF** the sum of $10.00, the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. **Incorporation by Reference.** The foregoing recitals are incorporated by reference as though fully set forth herein.

2. **Scope of Easement.** The rights of use granted to Grantee by Grantor hereunder shall be limited to recreation and park use. During the term of this Easement and until the Easement Area is acquired by Grantee as herein provided, the Easement Area shall mean and be considered by both Grantor and Grantee as a "private park", which shall be made available to Grantee and the public for recreation and park use, and not a "public park", as those terms are used under the Code. During the term of this Easement, Grantee shall not assign this Easement or any interest therein, either voluntarily or involuntarily, to any other party, nor shall Grantee cause any mechanics' liens or any other encumbrances to affect the Easement Area.

3. **Grant of Easement.** Subject to Grantor's use rights as set forth in this Easement, Grantor hereby grants to Grantee an exclusive, perpetual easement on, over and across the Easement Area solely for the purpose of recreation and park use. Grantee shall maintain the Easement Area in accordance with Section 12 below. Grantor shall grade, sod and landscape the Easement Area in phases in accordance with Grantor's plans (the Park Plan and Phasing Plan as defined in Exhibit C hereto). The easement granted to Grantee shall be exclusive, except to the extent otherwise provided in this Easement.

4. **Temporary Exclusive Use of Easement Area by Grantor.** Grantor shall initially have the exclusive right to use that portion of the Easement Area delineated in the Phasing Plan as a staging and operations area ("Staging and Use Area"), both for the construction of improvements on the Adjoining Area and for temporary improvements, installations and facilities and their use in the conduct of Grantor's automobile dealership businesses in conjunction with its operations in the Adjoining Area, in accordance with the Site Plan (as defined in Exhibit C hereto) and the Phasing Plan. Grantors' use of the Staging and Use Area shall be for a period equal to the time table for construction of all improvements on the Adjacent Area and park approved under the Public Hearing Application and Phasing Plan, including extensions granted by Grantee, and the expiration of all appeal periods without an intervening appeal ("Construction Period"). Specifically, Grantor's use of the Staging and Use Area shall terminate upon the issuance of the last final certificate of occupancy for all improvements to the Adjoining Area and the Park pursuant to the Phasing Plan ("Certificate of Occupancy") or the expiration of the Construction Period, whichever is later. During the Construction Period: (a) the Staging and Use Area, shall be closed to the public and shall not be used for recreation and park use; and (b) Grantor shall have exclusive control over and access to the Staging and Use Area, which may be fenced and made inaccessible to the public for their safety and protection. That portion of the Easement Area not contained within the Staging and Use Area ("First Park Phase") shall be developed by Grantor as the first phase of the park in accordance with the Park Plan and Phasing Plan.

5. **Commencement of Use of Easement Area by Grantee.** Grantee's right to use the Easement Area, in stages, in accordance with the terms of this Easement (in each case a "Commencement of Use by Grantee") shall be as follows: a) the First Park Phase upon Grantor's completion of the first phase of the Phasing Plan; and b) the Staging and Use Area upon Grantor's completion of the sixth phase of the Phasing Plan. Each Commencement of Use by Grantee, first of the First Park Phase and subsequently of the Staging and Use Area, shall be further evidenced by a written notification by Grantor to Grantee that all conditions precedent to such Commencement of Use by Grantee have been satisfied. Prior to each Commencement of Use by Grantee, Grantor shall reasonably demonstrate to Grantee (with a current Phase I Environmental Report) that the applicable portion of the Park which is being turned over for use by Grantee and the public is free of hazardous materials. Grantor agrees that Grantee shall have the right to designate three (3) qualified "environmental professionals" licensed to perform the Phase I Environmental Report and that Grantor will select one such environmental professional from such list to perform the Phase I Environmental Report and will have it certified to Grantee. In order to establish each date of Commencement of Use by Grantee, Grantor and Grantee shall execute a written confirmation of each of such dates once they occur.

6. **Recreation and Park Use Area Part of Approved Site Plan.** As is indicated in the Public Hearing Application, the Easement Area is and shall remain permanently part of the Site Plan, and shall be included along with the Adjoining Area for purposes of determining compliance with the requirements of the Codes, including, but not limited to, the requirements of floor area ratio, net lot area, open space, landscaping, lot coverage and any other requirements or criteria imposed by the Codes, or any other law, rule or regulation now or hereinafter enacted which is applicable to the currently existing improvements on the Adjoining Area, the construction, operation, maintenance, implementation and development of the Adjoining Area as indicated in the Site Plan, and any future modifications thereof (collectively, the "Applicable Laws"). Furthermore, Grantee shall only acquire ownership of the Easement Area pursuant to Section 7 below if (a) such conveyance does not create a non-conformity as to use, zoning, building, or any other requirements or criteria of, or otherwise violates, Applicable Laws with respect to the Adjoining Area; (b) such conveyance shall not prohibit other future improvements pursuant to administrative or public hearing requests for additional or modified improvements to the Adjoining Area; (c)except as required or appropriate in order for Grantee to make improvements for park and recreation use, all development rights appurtenant to the Easement Area shall be retained in perpetuity by the owner(s) of the Adjoining Area; and (d) such conveyance is consistent with all provisions of this Easement and the terms of the form of Agreement for Sale and Purchase of Real Property (the "Purchase Agreement) attached as Exhibit D hereto. The foregoing conditions shall be deemed conditions precedent to Grantee's exercise of the option to purchase the Easement Area described in Section 7, below.

7. **Option to Purchase by Grantee.** For a period of ten (10) years commencing after the date of Commencement of Use by Grantee of the Staging and Use Area ("Option Period") Grantee shall have the option to purchase the Easement Area at a nominal fee ($1.00). The terms and conditions of the purchase shall be as set forth in the Purchase Agreement. Grantee may only exercise the option to purchase the Easement Area if all of the terms and conditions set forth in Section 6 of this Easement have occurred. Grantee shall exercise the option to purchase the Easement Area by notifying Grantor in writing of its election to purchase the Easement Area prior to the expiration of the Option Period, and the date of such written

notification shall be deemed the Effective Date under the Purchase Agreement. Promptly thereafter the parties shall execute and deliver the Purchase Agreement.

8. **Use of Easement Area and Indemnification by Grantee.** Grantee covenants, warrants, and agrees with Grantor that, from and after each Commencement of Use by Grantee, the portion(s) of the Easement Area under Grantee's control shall be used by Grantee only for recreation and park use, and that Grantee and all persons using such portion(s) of the Easement Area shall comply with all laws, rules, and regulations of the federal, state, county and municipal governments and other authorities having jurisdiction, and of any lawful order of any officer thereof. Grantee and all persons using the portion(s) of the Easement Area under Grantee's control pursuant to this Easement shall not store fuel (other than fuel in parked vehicles), or hazardous materials, solid waste or other toxic materials on the Easement Area. As used in this Easement, the term "hazardous material" means any hazardous or toxic substance which is or becomes regulated by any governmental authority in the State of Florida or by any governmental authority of the United States. The term "hazardous material" shall not include pesticides, fertilizers or other industry-accepted landscape maintenance materials generally used in the maintenance of parks and properly applied to the Park in accordance with the manufacturer's instructions. Grantee agrees to indemnify and hold Grantor harmless from any and all claims, demands, liabilities, losses, damages or expenses arising as a result of Grantee's or any such persons' breach or failure to perform any of the terms that are contained in this section; provided that with respect to the presence of hazardous materials on or within the Easement Area, Grantee's obligation to Grantor shall be limited to the prompt removal or remediation thereof as may be required by law in order to avoid any potential liability of Grantor. Grantee further covenants and agrees with Grantor that it will occupy and maintain the Park in good condition and that it will not commit, or suffer to be committed, any waste of or on the Easement Area. Grantee shall not use the Easement Area for any unlawful purpose and shall comply with all legal requirements. Grantee shall not permit any offensive, or dangerous activity, nor any nuisance or other conduct at the Easement Area in violation of the public policy of the Grantee, Miami-Dade County or the State of Florida.

9. **Additional Indemnification by Grantee.** Upon Commencement of Use by Grantee, Grantee hereby indemnifies and agrees to defend, and hold harmless Grantor, its shareholders, officers, agents and employees from and against any and all claims, suits, actions, and causes of action, as well as the costs of removal, remediation and monitoring of any environmental contamination, arising during the term of this Easement after Grantee assumes control of any portion of the Easement Area, and with respect to any personal injury, loss of life, or damage to property sustained by any person or entity (including members of the general public), caused by or arising out of Grantee's (or its contractors', subcontractors' employees' or agents') construction, operation or maintenance of the Easement Area for recreation and Park use, including all costs, attorneys' fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment or decree which may be entered in any action or proceeding, except to the extent caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of Grantor, its shareholders, officers, agents, employees or contractors. In the event that a judgment covered by the foregoing indemnity shall be rendered in any suit or action against Grantor, Grantee shall fully satisfy the judgment immediately after Grantee shall have received written notice from Grantor following the entry of the judgment. If Grantee shall fail to satisfy the judgment within the designated time

period set forth in this Easement, then the failure shall be a violation of this Easement. Grantee shall not settle or compromise any claim against Grantor without Grantor's written consent, which shall not be unreasonably withheld. The provisions of this section shall survive the termination of this Easement. Nothing contained in this Easement shall be construed or interpreted to be a waiver of sovereign immunity by Grantee with respect to tort claims of third parties against Grantee.

10. **Enforcement of Rights Under Easement**. It is mutually understood and agreed by Grantor and Grantee that if suit be brought to correct any breach of any provision or condition of this Easement to be performed by either party, each party shall bear their own attorney fees and costs, including paralegal fees. Neither party shall be responsible for prejudgment interest. Venue for any litigation shall be Miami-Dade County, Florida.

11. **Insurance from and after the First Commencement of Use by Grantee**. From and after the first Commencement of Use by Grantee, and thereafter throughout the term of this Easement, Grantee shall maintain commercial general liability insurance with personal injury and property damage liability with limits of not less than $1,000,000.00 for combined single limit per occurrence for bodily injury and property damage with a general aggregate limit of not less than $2,000,000.00. The policy shall name Grantee as additional insured. Nothing in this Section will be construed to affect in any way the Village's rights, privileges, and immunities, including the monetary limitations of liability, set forth in Section 768.28 of the Florida Statutes with respect to tort claims of third parties.

12. **Maintenance of Easement Area**. Upon Commencement of Use by Grantee of a portion of the Easement Area, Grantee shall begin maintaining that portion of the Easement Area in good order and repair, at Grantee's sole cost and expense, and in compliance with all Applicable Laws. For the first five (5) years after the date Grantee commences maintenance of the First Park Phase, Grantor shall contribute Five Thousand Dollars ($5,000.00) to Grantee annually, to be applied solely to the cost and maintenance of the First Park Phase and/or the Staging and Use Area (once Grantee commences to maintain the latter). For the first five (5) years after the date Grantee commences maintenance of the Staging and Use Area, Grantor shall contribute Five Thousand Dollars ($5,000.00) to Grantee annually, to be applied to the cost and maintenance of the Easement Area. The aggregate amount to be contributed by Grantor shall be Fifty Thousand Dollars ($50,000.00). If Grantee acquires title to the Easement Area prior to receipt of the full Fifty Thousand Dollars ($50,000.00), Grantor shall continue payment in accordance with the foregoing schedule until it completes payment of Fifty Thousand Dollars ($50,000.00). This provision shall survive the termination of this Easement upon Grantee's acquisition of the Easement Area.

13. **Grantor's Rights to Request Exemption or Reduction of Ad Valorem Taxation**. At any time during the term of this Easement, Grantor may apply for exemptions or reductions of ad valorem taxes to the Miami-Dade County Property Appraiser to exempt the Easement Area or reduce its assessed value for purposes of real property ad valorem taxation.

14. **No Interference**. After Commencement of Use by Grantee of any portion of the Easement Area, Grantor shall not develop or improve (except as necessary to complete the Park

Plan), or grant any other rights or easements to others with respect to, such portion of the Easement Area and shall not interfere with the rights herein granted to Grantee.

15. **Acceptance of Easement**. Execution of this Easement by Grantor and Grantee shall be deemed Grantee's acceptance of and agreement to the terms of this Easement. This Easement shall be recorded in the Public Records of Miami-Dade County.

16. **No Liability to Grantor**. After Commencement of Use by Grantee of a portion of the Easement Area, Grantor shall not: (i) be presumed to extend any assurances that such portion of the Easement Area is safe for any purpose; (ii) incur any duty of care toward any person who goes on such portion of the Easement Area; (iii) be required to give warning to persons entering such portion of the Easement Area of any hazardous conditions, structures, or activities thereon; and (iv) be liable or responsible for any injury to any persons or property caused by the act or omission of any person who goes on such portion of the Easement Area.

17. **Binding Effect**. This Easement shall bind and inure to the benefit of Grantor's successors which may own, from time to time, the whole or any portion of the Adjoining Area.

18. **No Modification; Termination**. This Easement may not be amended or modified in any respect whatsoever or terminated or rescinded, in whole or in part, except by Grantor, its successors and/or assigns, and Grantee, and then only by written instrument duly executed with the formality of a deed, acknowledged and recorded in the Public Records of Miami-Dade County, Florida. If Grantee purchases the Easement Area pursuant to the terms hereof and of the Purchase Agreement, this Easement shall terminate and the parties shall execute an appropriate instrument to be recorded in said Public Records to reflect such termination, subject however, to the provisions hereof which by their terms are to survive such termination.

19. **Governing Law**. This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

20. **Recitals; Headings**. The recitals set forth above are true and correct and incorporated herein by reference. The headings used in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof.

21. **Entire Agreement**. This Easement and the incorporated Exhibits constitute the entire agreement and understanding between the parties and supersede all previous contracts or understandings, oral or written, between the parties. In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

[SIGNATURES FOLLOW]

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Easement as of the day and year first above written.

WITNESSES:

Signature of Witness

Monica Rodriguez
Printed Name

Signature of Witness

Nancy Lugo
Printed Name

**GRANTOR:**

**SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation

By: CEO
Name: Jonathan Chariff
Title: CEO

WITNESSES:

Signature of Witness

Debby DeSalle
Printed Name

Signature of Witness

Missel Arocha
Printed Name

**GRANTEE:**

**VILLAGE OF PALMETTO BAY**, a Florida municipal corporation

By:
Name: Ed Silva
Title: Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

Dexter Lehtinen, Village Attorney

STATE OF FLORIDA )
)SS:
COUNTY OF MIAMI-DADE )

The foregoing Easement was acknowledged before me this 11th day of December, 2015, by Jonathan Chariff, as CEO of **SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation, on behalf of said corporation. He/she [✓] is personally known to me, or [ ] has produced _____ as identification.

(Notary Seal)

Jennifer Centeno
COMMISSION # FF 052979
EXPIRES: SEP 10, 2017
www.AaronNotary.com

Signature of Notary Public

Jennifer Centeno
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA )
)SS:
COUNTY OF MIAMI-DADE )

The foregoing Easement was acknowledged before me this 10th day of December, 2015, by Ed Silva, as Manager of the **VILLAGE OF PALMETTO BAY**, a Florida municipal corporation, on behalf of said corporation. He/she [✓] is personally known to me, or [ ] has produced _____ as identification.

(Notary Seal)

MISSEL AROCHA
MY COMMISSION #FF057743
EXPIRES: NOV 03, 2017

Signature of Notary Public

Missel Arocha
Name of Notary Typed, Printed or Stamped

[EXHIBITS FOLLOW]

**EXHIBIT A**
**TO PUBLIC RECREATION AND USE EASEMENT**

**EASEMENT AREA**

LEGAL DESCRIPTION (PARK PARCEL)

A portion of Tracts 7 and 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida; more fully described as follows:

Commencing at the Northwest corner of said Tract 7; thence South 00°05'42" East, on the West line of said Tract 7, a distance of 413.79 feet to the Point of Beginning; thence continuing South 00°05'42" East, on the said West line of said Tract 7, a distance of 52.80 feet to the Southwest corner of said Tract 7 and to a point on a curve; thence Easterly on the South line of said Tracts 7 and 8 and also on the North right-of-way line of S.W. 164th Street and on said curve to the left, whose radius point bears North 51°49'30", with a radius of 475.00 feet, a central angle of 51°07'36", an arc distance of 423.86 feet; thence South 89°11'33" East, on the South line of said Tract 8 and on said North right-of-way line, a distance of 307.43 feet to the Southeast corner of said Tract 8; thence North 00°10'11" West, on the East line of said Tract 8, a distance of 229.36 feet; thence North 89°14'49" West, on a line 229.33 feet North of and parallel with the South line of said Tract 8 and Westerly extension thereof, a distance of 673.58 feet to the Point of Beginning.

Said lands situate, lying and being in Miami-Dade County, Florida, and containing 134,918 square feet or 3.0973 acres more or less.

**EXHIBIT B**
**TO PUBLIC RECREATION AND USE EASEMENT**

**ADJOINING AREA**

That portion of Tract 3, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida, lying South and West of Tract "A" of THE TREASURY SUBDIVISION NO. 5023, according to the plat thereof, as recorded in Plat Book 95, Page 25, of the public records of Miami-Dade County, Florida, LESS that portion of Tract 3, lying North of the North line of Lot 1, PERRINE EAST, according to the plat thereof, as recorded in Plat Book 73, Page 31, of the public records of Miami-Dade County, Florida.

TOGETHER WITH:

All of Tracts 4, 7 and 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida.

ALSO TOGETHER WITH:

Lot 2, PERRINE EAST, according to the plat thereof, as recorded in Plat Book 73, Page 31, of the public records of Miami-Dade County, Florida.

LESS AND EXCEPT (PARK PARCEL):

A portion of Tract 7 and 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida; more fully described as follows:

Commencing at the Northwest corner of said Tract 7; thence South 00°05'42" East, on the West line of said Tract 7, a distance of 413.79 feet to the Point of Beginning; thence continuing South 00°05'42" East, on the said West line of said Tract 7, a distance of 52.80 feet to the Southwest corner of said Tract 7 and to a point on a curve; thence Easterly on the South line of said Tracts 7 and 8 and also on the North right-of-way line of S.W. 164th Street and on said curve to the left, whose radius point bears North 51°49'30", with a radius of 475.00 feet, a central angle of 51°07'36", an arc distance of 423.86 feet; thence South 89°11'33" East, on the South line of said Tract 8 and on said North right-of-way line, a distance of 307.43 feet to the Southeast corner of said Tract 8; thence North 00°10'11" West, on the East line of said Tract 8, a distance of 229.36 feet; thence North 89°14'49" West, on a line 229.33 feet North of and parallel with the South line of said Tract 8 and Westerly extension thereof, a distance of 673.58 feet to the Point of Beginning.

All of above lands situate, lying and being in Miami-Dade County, Florida, and containing 441,588 square feet or 10.1375 acres more or less.

**EXHIBIT C**
**TO PUBLIC RECREATION AND USE EASEMENT**

**PARK PLAN, PHASING PLAN, SITE PLAN AND STAGING AND USE AREA**

The "Park Plan" as defined in Section 3 of the Easement shall mean the following sheets forming part of the Site Plan (as defined below): (i) Sheet Number SP1.0 labeled "Overall Site Plan Zoning Legend", (ii) Sheet SP3.0 labeled "Overall Site Phasing Plan", (iii) Sheet Numbered LA 1.0 labeled "Overall Landscape Plan", (iv) Sheets Numbered LA 2.0 and LA 3.0 labeled "Partial Landscape Plan" and (v) Sheet Numbered LA 4.0 labeled "Plant Lists, Notes and Details", as such plans may be amended from to time to time and approved by the Village of Palmetto Bay.

The "Phasing Plan" as defined in Section 3 of the Easement shall mean the following sheet forming part of the Site Plan (as defined below): Sheet SP3.0 labeled "Overall Site Phasing Plan", as such plan may be amended from to time to time and approved by the Village of Palmetto Bay.

The "Site Plan" as defined in Section in Section 4 of the Easement shall mean those certain approved plans entitled "South Motors", as prepared by WHA Design Inc., consisting of 21 sheets and date stamped received November 15, 2013 by the Village of Palmetto Bay's Zoning Department, as such plans may be amended from to time to time and approved by the Village of Palmetto Bay.

The "Staging and Use Area" as defined in Section 4 of the Easement shall mean those certain areas located within the Easement Area (as described in Exhibit A) shown on the Phasing Plan to be used by Grantor for construction staging and operations, including but not limited to those areas labeled on such Phasing Plan to be used as a construction trailer/office/receiving area, an overflow/material storage area, an operations area, temporary showroom trailers, customer areas, and paved parking to reduce dust & debris.

**EXHIBIT D**
**TO PUBLIC RECREATION AND USE EASEMENT**

# AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

Effective Date of this Agreement:

The date Buyer exercises its option to purchase under the Easement Agreement (as defined below).

Buyer and Buyer's Address:

**VILLAGE OF PALMETTO BAY**
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Seller and Seller's Address:

**SOUTH MOTOR COMPANY OF DADE COUNTY**
16165 South Dixie Highway
Miami, FL 33157

Total Purchase Price:

See Section 3, below.

Property:

The real property described in Exhibit A, attached hereto, and improvements thereto, if any.

1. **PROPERTY**. Seller represents that Seller holds fee simple title to, and has good right to sell and convey, the Property.

2. **SALE AND PURCHASE PURSUANT TO EASEMENT AGREEMENT**. Buyer desires to obtain the Property for the purpose of use as a public park with green space and Seller desires to sell the Property for such public purpose in accordance to, and pursuant to, the terms of that certain Public Recreation and Use Easement Agreement ("Easement Agreement") entered into between Seller and Buyer dated December 11th, 2015, including all conditions precedent contained in the Easement Agreement. Therefore, Seller agrees to convey the Property to Buyer, and Buyer agrees to accept the Property from Seller, upon the terms and subject to the conditions set forth in the Easement Agreement and herein. In the event of any conflict or discrepancy between this agreement and the Easement Agreement, the latter shall prevail.

3. **PURCHASE PRICE.** The Purchase price shall be $1.00 (One Dollar and No Cents) to be paid in full at time of closing.

4. **TITLE.** Acceptable title hereunder is a marketable fee simple record title vested in Seller as to all of the Property, subject to (i) the title exceptions identified on Exhibit B hereto; (ii) all current and future zoning and land use resolutions, ordinances or orders of Miami-Dade County or the Village of Palmetto Bay affecting the Property, the Site Plan (as defined in the Easement Agreement) for redevelopment of Seller's Adjoining Property (as defined in the Easement Agreement) and the Property, and any other easements, conditions and restrictions permitted by or provided for in the Easement Agreement (collectively, the "Permitted Exceptions"); (iii) any matters of survey permitted under the terms of Section 6; and (iv) any other exception whatsoever arising against through or under Buyer provided, however, from and after the date of the Easement Agreement and except as may be permitted by the Easement Agreement, or in connection with items listed in clause (ii) above, Seller shall not execute any instrument that would adversely affect the title to or transfer of the Property or any portion thereof from the Seller to the Buyer. Within thirty (30) days after the Effective Date, Buyer, at Buyer's expense, may obtain and deliver to Seller a title insurance commitment issued by a title insurance company authorized to issue title insurance in the State of Florida, which title insurance commitment shall provide for the title insurance company, at or promptly after closing, to issue to Buyer a title insurance policy reflecting acceptable title in Buyer. Buyer will have fifteen (15) days after receipt of the title insurance commitment to give Seller written notice whether the title complies with the requirements of this Section. The Permitted Exceptions shall in all events be deemed acceptable. If title is subject to any alleged unpermitted defect or encumbrance, the notice to Seller shall specify the title defects or encumbrances that render title to the Property inconsistent with the terms of this Section. If Buyer fails to give Seller notice that title is not as required hereby within the period of time provided above, title to the Property shall be deemed to comply with the terms of this Section. If title is defective and if Buyer gives Seller notice thereof within the time provided above, Seller shall have a reasonable time from the delivery of the notice of title unacceptability within which to remove the title defects, at Seller's expense, but Seller shall not be obligated to pursue a suit to quiet title, or expend any funds (except to satisfy any monetary liens), unless such title defect was created due to the acts or omissions of Seller. Buyer may waive any title defects and encumbrances and may extend the time allowed for removal thereof. When all unwaived title defects and encumbrances have been removed or cured and Seller has given Buyer proof thereof within the time specified above or extended, closing shall take place promptly thereafter. If Seller is not obligated to or is unable to, or if not obligated to, then unable or unwilling to, remove the unwaived title defects within a reasonable period of time, Seller shall notify Buyer in writing, stating the reason therefor, and within ten (10) days thereafter Buyer either shall waive the title defects and proceed with closing, or Buyer shall withdraw from the transaction and terminate the obligations of the parties hereunder. At closing, Buyer will pay for the title insurance policy to be issued to Buyer, which title insurance policy shall be based upon the appraised value of the Property for use or such other amount as approved by the title company and acceptable to Buyer.

5. **DEED; USE RESTRICTIONS; MAINTENANCE OF PARK; REVERTER.** Seller shall convey the Property to Buyer by special warranty deed ("Deed") in the form attached as Exhibit C hereto, containing certain use restrictions, covenants regarding the maintenance of the park and a reverter clause.

6. **SURVEY**. Within thirty (30) days after the Effective Date, Buyer may, at Buyer's expense, obtain a current survey of the Property prepared by a Florida licensed surveyor. Upon completion of the survey Buyer shall deliver a copy to Seller. Seller shall not be required to cure or correct any encroachments or other matters of survey affecting the Property, unless the encroaching improvements were placed on the Property by the Seller in violation of the Park Plan (as defined in the Easement Agreement) and materially and adversely affect Buyers' use of the Property as a park. By way of illustration, encroachments by footers supporting any wall on Seller's property adjoining the Property or minor wall or paving surface encroachments shall not be deemed "material". In the event that there are such encroachments, the Deed shall contain an easement permitting such encroachments and shall also provide that, in the event that the encroaching improvements are removed in the future, they cannot be rebuilt without the Buyer's prior written approval in each instance, not to be reasonably withheld or delayed.

7. **SALE "AS IS"**. Buyer acknowledges that Seller has previously made certain improvements to the Property consistent with the Park Plan and turned over possession and use thereof to Buyer, which currently has exclusive control of and the obligation to maintain same pursuant to the Easement Agreement (subject to Seller's remaining monetary contribution obligations, if any, under the Easement Agreement, which shall survive closing of this transaction until satisfied). Buyer accepts the Property and improvements and landscaping thereon in "As Is" condition and without any representations or warranties whatsoever, except as may be set forth in this Agreement.

8. **DEFAULT**. If Buyer fails to consummate the sale and purchase transaction as provided for herein and if Buyer is not entitled to withdraw from the transaction under the terms of this Agreement, then Seller is entitled to terminate this Agreement, upon which neither party shall have any further obligations hereunder. If Seller fails to consummate the transaction as provided for herein and if Seller is not entitled to withdraw from the transaction under the terms of this Agreement, then Buyer shall be entitled to terminate the rights and obligations of the parties hereunder, or at Buyer's option, may seek and obtain specific performance of this Agreement by Seller as its sole remedy. Under no circumstances shall Buyer be entitled to seek or collect any damages from Seller.

9. **CLOSING**. Subject to extension of time for the curing of title defects as set forth in paragraph 4, closing shall take place sixty (60) days after the Effective Date at the law offices of Greenberg Traurig, P.A., Miami, Florida, or at such other place as the parties may agree. Seller acknowledges and agrees that the Property is being purchased by an exempt governmental entity and that the Seller must comply with Section 196.295, Florida Statutes, regarding real estate taxes. Seller shall convey the Property to Buyer by the Deed in recordable form in accordance with the terms of Section 5 of this Agreement. Buyer shall pay all documentary stamp taxes required on the Deed and the cost of recording the Deed. Seller shall provide a No Lien, Possession, Gap and FIRTPA Affidavit in a form reasonably acceptable to Buyer and its title company as well as any other document reasonably required by the title company to insure title as required by this Agreement including any documents necessary to evidence Seller's authority to convey the Property to Buyer.

10. **DEFAULT NOTICE.** Neither party shall declare the other in default hereunder without giving the other party, at least thirty (30) days in advance, written notice of intention to do so, during which time the other party shall have an opportunity to remedy the default. The notice shall specify the default with particularity.

11. **REAL ESTATE BROKER; CONSULTANTS.** Buyer and Seller each represent to the other that it has not engaged, or agreed to pay any commission to, any real estate broker with respect to this transaction. Seller and Buyer agree to indemnify and hold the other harmless from any and all claims for any brokerage fees or similar commissions asserted by brokers, salespersons or finders claiming by, through or under the other party. The provisions of this Section shall expressly survive the closing or termination of this Agreement.

12. **ASSIGNABILITY AND BINDING EFFECT.** Because the Property is to be used solely as a public park, Buyer shall not be entitled to assign its rights or obligations under this Agreement.

13. **COMMUNICATIONS; TIME.** Any notices or communications hereunder may be given to the parties by certified mail, return receipt requested, or by hand delivery at their respective addresses appearing on page one hereof. Notice given by mail shall be deemed given when received. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or holiday celebrated generally in the State of Florida, the time shall be extended to the next day that is not a Saturday, Sunday, or holiday.

14. **RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

15. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Buyer (only) as follows:

15.1 Seller's Ownership and Authority. Seller owns the Property in fee simple and has full power and authority to own and sell the Property and to comply with the terms of this Agreement. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated by this Agreement are within Seller's capacity.

15.2 Litigation. Seller shall notify Buyer of any litigation commenced against Seller affecting the Property of which Seller has actual knowledge as of the Effective Date or thereafter through closing, except if Buyer is also a party thereto; provided, however, the foregoing undertaking shall not require Seller to resolve any such litigation unless (i) such litigation is not based in whole or in part on any claim arising from or growing out of any act or omission of Buyer related to Buyer's use, control or possession of the Easement Area, and (ii) Seller is require to resolve the litigation under the terms of Section 4. In the event Seller is required to resolve any such litigation under the terms of Section 4, the closing shall be postponed until such time as such litigation in concluded.

15.3 No Legal Bar. The execution by Seller of this Agreement and the consummation by Seller of the transaction hereby contemplated does not, and on the closing date will not result in a breach of or default under any indenture agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property.

15.4 Contracts. Other than this Agreement, the Easement and any matter permitted under Section 4, Seller is not a party to any agreement with respect to the Property which would survive closing.

15.5 Survival of Representations. All of the representations of Seller set forth in this Agreement must be true upon the execution of this Agreement, and must be true as of the closing date. The representations, warranties and agreements of Buyer or Seller set forth in this Agreement shall survive the closing.

[Signature pages to follow]

Exhibit C
First Turnover Agreement

CFN: 20210082035 BOOK 32326 PAGE 2509
DATE:02/02/2021 09:12:12 AM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This Instrument Prepared By:
Greenberg Traurig, P.A.
333 SE 2nd Avenue
Miami, Florida 33131
Attention: Juan P. Loumiet, Esq.

# TURNOVER AGREEMENT

This Turnover Agreement ("TA") is made and entered into effective as of the 1st day of December, 2020, by South Motor Company of Dade County, a Florida corporation ("Grantor") and the Village of Palmetto Bay, Florida, a Florida municipality corporation ("Grantee") (collectively the "Parties").

WHEREAS, on December 11, 2015, the Parties entered into a Public Recreation and Use Easement which was recorded in OR Book 29887, at Page 2920 of the Public Records of Miami-Dade County, Florida (the "Easement"), a copy of which is attached as Exhibit "B" hereto; and

WHEREAS, Grantor is ready to turn over to Grantee the First Park Phase, which is legally described and depicted as the "East Park Parcel" on the six-page series of sketches and legal descriptions, respectively of the whole "Park Parcel" (referred to in the Easement as the Easement Area), the "East Park Parcel" (referred to in the Easement as the First Park Phase) and the "West Park Parcel" (referred to in the Easement as the Staging and Use Area), which collectively comprise Exhibit "A" hereto.

NOW THEREFORE, the Parties agree:

1. Recitals. The foregoing recitals are incorporated by referenced as though fully set forth herein.

2. Terms. Capitalized terms used and not defined herein shall have the respective meanings given to them in the Easement.

3. Legal Descriptions and Plans. The legal description of the "Park Parcel" (the Easement Area) within Exhibit "A" hereto is substituted for the legal description of the Easement Area attached as Exhibit "A" to the Easement and to the legal descriptions attached as part of Exhibit "D" to the Easement (the form of Agreement for Sale and Purchase of Real Property and its Exhibits) to reflect minor surveyor corrections. The overall size and location of the Easement Area has not changed. The surveyor has only made certain minor revisions to courses and distances and separately depicted and described the First Park Phase as the "East Park Parcel" and the Staging and Use Area as the "West Park Parcel".

4. Revised Park Concept and Name. The Parties have agreed that the Easement Area (initially the First Park Phase only) shall be a passive park named "The Charles and Fanny Dascal Veterans Park", and such name shall remain if Grantee subsequently acquires ownership of the Easement Area. In consideration of such naming rights, upon execution and delivery of this TA by the Parties Grantor shall contribute the sum of Ninety-Five Thousand Dollars ($95,000.00) to Grantee.

5. Commencement of Use by Village. Grantee acknowledges that its Commencement of Use of the First Park Phase is effective as of the date of this TA, an in connection therewith it acknowledges:

a. It has obtained the insurance coverage required under Section 11 of the Easement and has delivered to Grantor a certificate reflecting Grantor as an additional insured under the requisite coverage.

b. It has received and accepted the Phase I Environmental Report with respect to the First Park Phase dated January 18, 2020 and prepared by Nelco Testing & Engineering.

c. Grantor has met all of its pre-Commencement of Use obligations under the Easement for the First Park Phase (other than payment of $95.000.00 under Section 4).

d. The sum to be contributed by Grantor under Section 12 of the Easement shall be Five Thousand Dollars ($5,000.00) per year for ten (10) years, even if Grantee acquires title to the Easement Area prior to the expiration of the ten-year period. The first $5,000.00 payment will be made on December 1, 2020 and on or about the same time each year thereafter upon invoicing by Grantee.

6. Ratification. The terms of this TA shall govern over any conflicting terms of the Easement. The Parties ratify and confirm the terms of the Easement as modified in this TA.

7. Recording. This TA will be recorded in the Public Records of Miami-Dade County.

[Signature Page Follows]

WITNESSES:

Signature of Witness

Printed Name

Signature of Witness

Printed Name

Signature of Witness

Printed Name

Signature of Witness

Printed Name

**SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation

By: _____

Name: Ricardo Lujan

Title: Vice President of Finance

Executed: 12/1, 2020.

**VILLAGE OF PALMETTO BAY**, a Florida municipal corporation

By: _____

Name: Nick Marano

Title: Village Manager

Executed: 12/4, 2020.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

By: _____

Name: John C. DeCiscopia

Title: Village Attorney

[Acknowledgment Page Follows]

STATE OF FLORIDA )
)SS:
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of December, 2020 by Ricardo Lujan, as V.P. of **SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

(Notary Seal)

Jennifer Centeno
Commission # GG125087
Expires: September 10, 2021
Bonded thru Aaron Notary

Name: Jennifer Centeno Jennifer Centeno
Notary Public, State of Florida
Commission No. GG125087
Commission Expires: September 10, 2021

STATE OF FLORIDA )
)SS:
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of December, 2020 by Nick Marano, as Village Manager of **VILLAGE OF PALMETTO BAY**, a Florida municipal corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

(Notary Seal)

MISSEL AROCHA
Notary Public - State of Florida
Commission # GG 132205
My Comm. Expires Nov 3, 2021
Bonded through National Notary Assn.

Name: Missel Arocha
Notary Public, State of Florida
Commission No: GG132205
Commission Expires: November 3, 2021

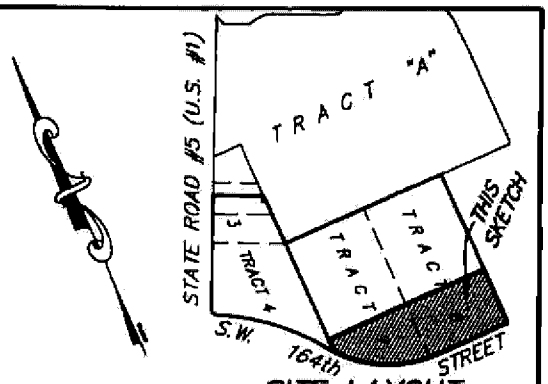
[Exhibits Follow]

*(Acknowledgment Page to Turnover Agreement)*

# Composite Exhibit "A"
# to
# Turnover Agreement

**McLAUGHLIN ENGINEERING COMPANY**
**LB#285**
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

## SKETCH AND DESCRIPTION
## PARK PARCEL
## SOUTH MOTORS
## SHEET 1 OF 2 SHEETS




SITE LAYOUT
NOT TO SCALE

LEGAL DESCRIPTION:

A portion of Tract 7 and 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida; more fully described as follows:

Commencing at the Northwest corner of said Tract 7; thence South 00°05'42" East, on the West line of said Tract 7, a distance of 413.79 feet to the Point of Beginning; thence continuing South 00°05'42" East, on the said West line of said Tract 7, a distance of 52.80 feet to the Southwest corner of said Tract 7 and to a point on a curve; thence Easterly on the South line of said Tracts 7 and 8 and also on the North right-of-way line of S.W. 164th Street and on said curve to the left, whose radius point bears North 51°49'30" East, with a radius of 475.00 feet, a central angle of 51°07'36", an arc distance of 423.86 feet; thence South 89°14'49" East, on the South line of said Tract 8 and on said North right-of-way line, a distance of 306.52 feet to the Southeast corner of said Tract 8; thence North 00°10'11" West, on the East line of said Tract 8, a distance of 229.36 feet; thence North 89°14'49" West, a distance of 673.58 feet to the Point of Beginning.

Said lands situate, lying and being in the Village of Palmetto Bay, Miami-Dade County, Florida, and containing 134,918 square feet or 3.0973 acres more or less.

NOTES:

1) This sketch reflects all easements and rights-of-way as shown on above referenced record plat(s). The subject property was not abstracted for additional easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Legal description prepared by McLaughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) THIS IS NOT A BOUNDARY SURVEY.
5) Bearings shown assume the West line of Tract 7 as South 00°05'42" East.

SCOTT A. McLAUGHLIN LICENSE NUMBER 5842 STATE OF FLORIDA Professional Surveyor and Mapper

**CERTIFICATION**

Certified Correct. Dated at Fort Lauderdale, Florida this 13th day of March, 2020. Revised this 7th day of May, 2020, per clients request.

McLAUGHLIN ENGINEERING COMPANY

SCOTT A. McLAUGHLIN
Professional Surveyor and Mapper No. 5842
State of Florida.

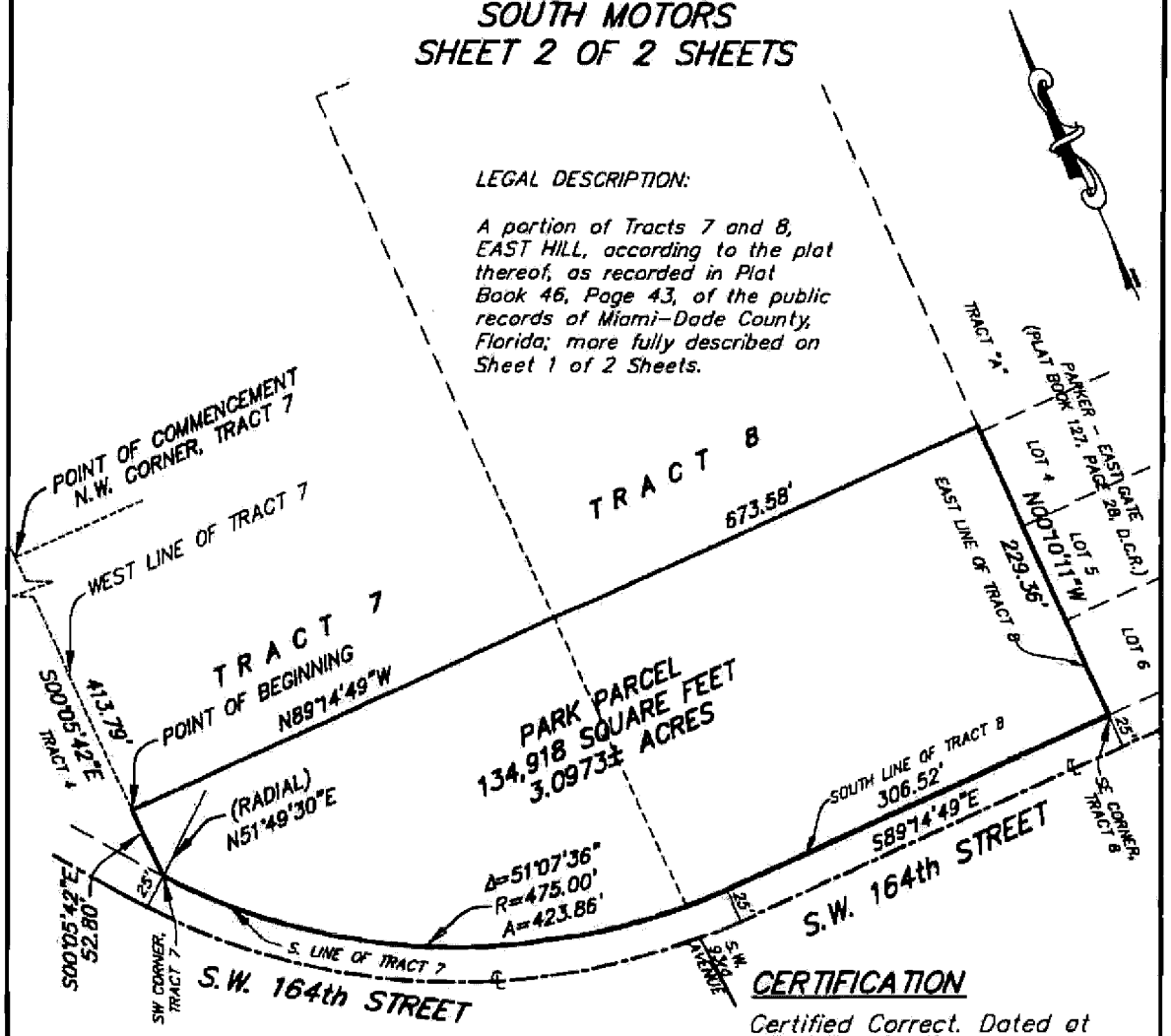
FIELD BOOK NO. _____ DRAWN BY: JMMjr

JOB ORDER NO. V-2401 CHECKED BY: _____

McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING • SURVEYING • PLATTING • LAND PLANNING
1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 • FAX (954) 763-7615

SCALE 1" = 120'

# SKETCH AND DESCRIPTION
# PARK PARCEL
# SOUTH MOTORS
## SHEET 2 OF 2 SHEETS




NOTES:

1) This sketch reflects all easements and rights-of-way as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Legal description prepared by McLaughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal
4) THIS IS NOT A BOUNDARY SURVEY.
5) Bearings shown assume the West line of Tract 7 as South 00°05'42" East.
6) D.C.R. = Miami-Dade County records.

SCOTT A. McLAUGHLIN LICENSE NUMBER 5842 STATE OF FLORIDA Professional Surveyor and Mapper

## CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 13th day of March, 2020. Revised this 7th day of May, 2020, per clients request.

McLAUGHLIN ENGINEERING COMPANY

SCOTT A. McLAUGHLIN
Professional Surveyor and Mapper No. 5842
State of Florida.

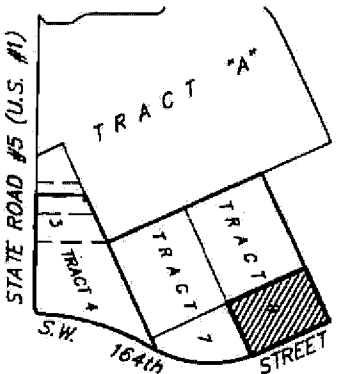
FIELD BOOK NO. _____ DRAWN BY: JMMjr

JOB ORDER NO. V-5088 CHECKED BY: _____

McLAUGHLIN ENGINEERING COMPANY
LB#285
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 120'

# SKETCH AND DESCRIPTION
# EAST PARK PARCEL
# SOUTH MOTORS
# SHEET 1 OF 2 SHEETS




SITE LAYOUT
NOT TO SCALE

A portion of Tract 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida; more fully described as follows:

Beginning at the Southwest corner of said Tract 8, being a point on a curve; thence Easterly on the North right-of-way line of S.W. 164th Street and on the South line of said Tract 8 and also on said curve to the left, whose radius point bears North 04°28'33" East, with a radius of 475.00 feet, a central angle of 03°46'38", an arc distance of 31.32 feet; thence South 89°14'49" East, on the South line of said Tract 8 and on said North right-of-way line, a distance of 306.52 feet to the Southeast corner of said Tract 8; thence North 00°10'11" West, on the East line of said Tract 8, a distance of 229.36 feet; thence North 89°14'49" West, a distance of 337.34 feet; thence South 00°03'20" East, on the West line of said Tract 8, a distance of 228.35 feet to the Point of Beginning.

Said lands situate, lying and being in the Village of Palmetto Bay, Miami-Dade County, Florida, and containing 77,405 square feet or 1.7770 acres more or less.

## CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 13th day of March, 2020. Revised this 7th day of May, 2020, per clients request.

McLAUGHLIN ENGINEERING COMPANY

SCOTT A. McLAUGHLIN
Professional Surveyor and Mapper No. 5842
State of Florida.

SCOTT A. McLAUGHLIN LICENSE NUMBER 5842 STATE OF FLORIDA Professional Surveyor and Mapper

NOTES:

1) This sketch reflects all easements and rights-of-way as shown on above referenced record plat(s). The subject property was not abstracted for other easements road reservations or rights-of-way of record by McLaughlin Engineering Company.
2) Legal description prepared by McLaughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
4) THIS IS NOT A BOUNDARY SURVEY.
5) Bearings shown assume the West line of Tract 7, as South 00°05'42" East.

FIELD BOOK NO. _____ DRAWN BY: JMMjr

JOB ORDER NO. V-5088 CHECKED BY: _____

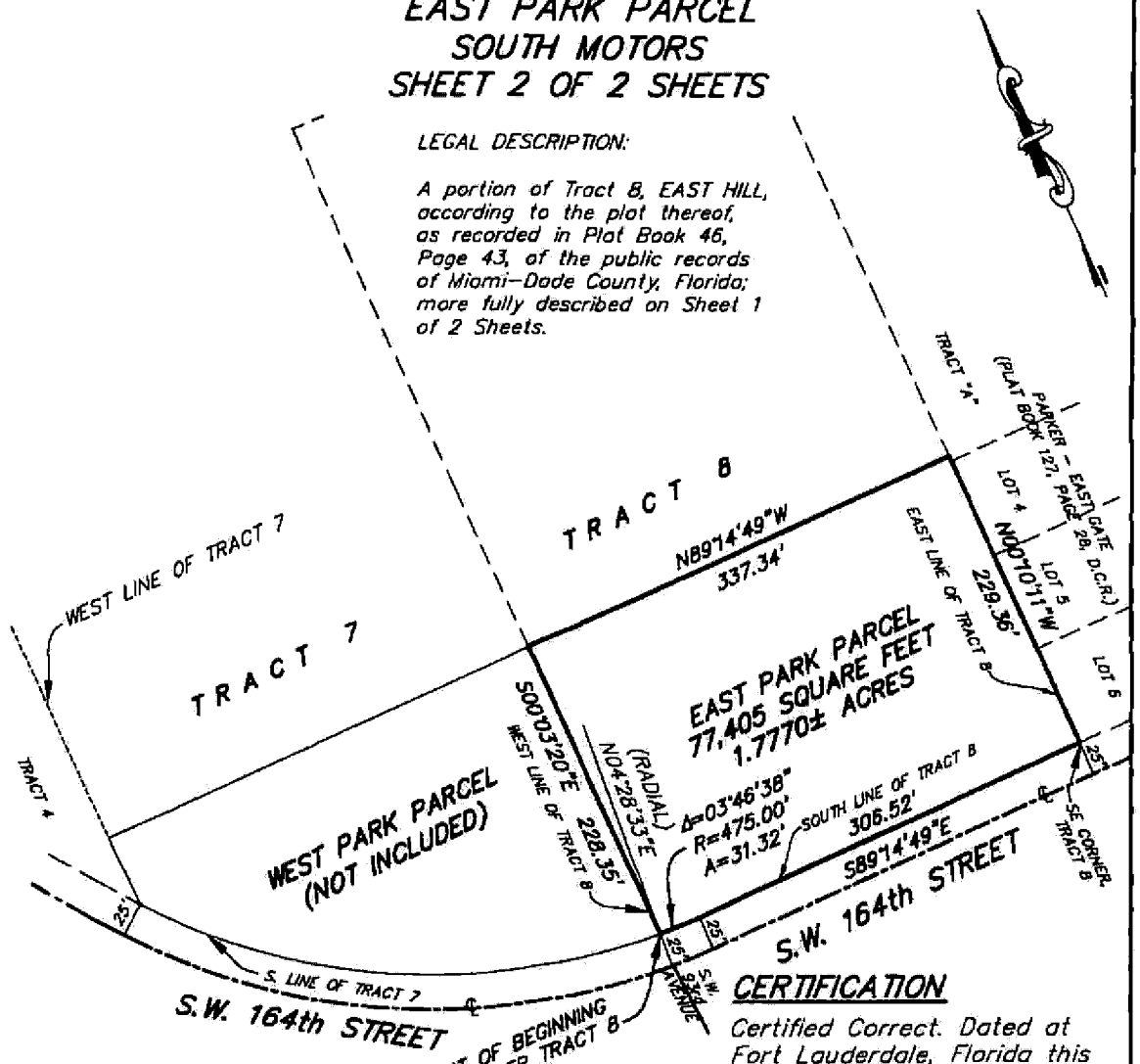
McLAUGHLIN ENGINEERING COMPANY
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ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 120'

# SKETCH AND DESCRIPTION
# EAST PARK PARCEL
# SOUTH MOTORS
# SHEET 2 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of Tract 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida; more fully described on Sheet 1 of 2 Sheets.




NOTES:

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SCOTT A. McLAUGHLIN
LICENSE NUMBER
5842
STATE OF FLORIDA
Professional Surveyor and Mapper

## CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 13th day of March, 2020. Revised this 7th day of May, 2020, per clients request.

McLAUGHLIN ENGINEERING COMPANY

SCOTT A. McLAUGHLIN
Professional Surveyor and Mapper No. 5842
State of Florida.

FIELD BOOK NO. _____ DRAWN BY: JMMjr

JOB ORDER NO. V-5088 CHECKED BY: _____

**McLAUGHLIN ENGINEERING COMPANY**
**LB#285**
ENGINEERING * SURVEYING * PLATTING * LAND PLANNING
1700 N.W. 64th STREET, SUITE 400, FORT LAUDERDALE, FLORIDA 33309
PHONE (954) 763-7611 * FAX (954) 763-7615

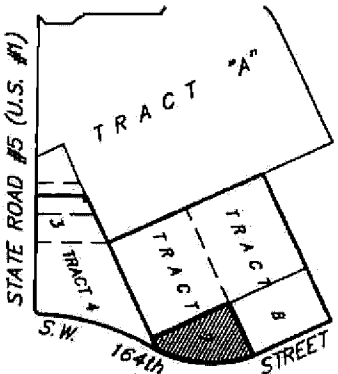
# SCALE 1" = 120' SKETCH AND DESCRIPTION
## WEST PARK PARCEL
## SOUTH MOTORS
## SHEET 1 OF 2 SHEETS

LEGAL DESCRIPTION:

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Commencing at the Northwest corner of said Tract 7; thence South 00°05'42" East, on the West line of said Tract 7, a distance of 413.79 feet to the Point of Beginning; thence continuing South 00°05'42" East, on the said West line of said Tract 7, a distance of 52.80 feet to the Southwest corner of said Tract 7 and to a point on a curve; thence Easterly on the South line of said Tract 7 and on the North right-of-way line of S.W. 164th Street and on said curve to the left, whose radius point bears North 51°49'30" East, with a radius of 475.00 feet, a central angle of 47°20'57", an arc distance of 392.54 feet to the Southeast corner of said Tract 7; thence North 00°03'20" West, on the East line of said Tract 7, a distance of 228.35 feet; thence North 89°14'49" West, a distance of 336.24 feet to the Point of Beginning.

Said lands situate, lying and being in the Village of Palmetto Bay, Miami-Dade County, Florida, and containing 57,513 square feet or 1.3203 acres more or less.




SITE LAYOUT
NOT TO SCALE



NOTES:

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2) Legal description prepared by McLaughlin Engineering Co.
3) This drawing is not valid unless sealed with an embossed surveyors seal.
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5) Bearings shown assume the West line of Tract 7, as South 00°05'42" East.
6) O.C.R. = Miami-Dade County records.

SCOTT A. McLAUGHLIN LICENSE NUMBER 5842 STATE OF FLORIDA Professional Surveyor and Mapper

## CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 13th day of March, 2020. Revised this 7th day of May, 2020, per clients request.

McLAUGHLIN ENGINEERING COMPANY

SCOTT A. McLAUGHLIN
Professional Surveyor and Mapper No. 5842
State of Florida.

FIELD BOOK NO. _____ DRAWN BY: JMM,jr

JOB ORDER NO. V-5088 CHECKED BY: _____

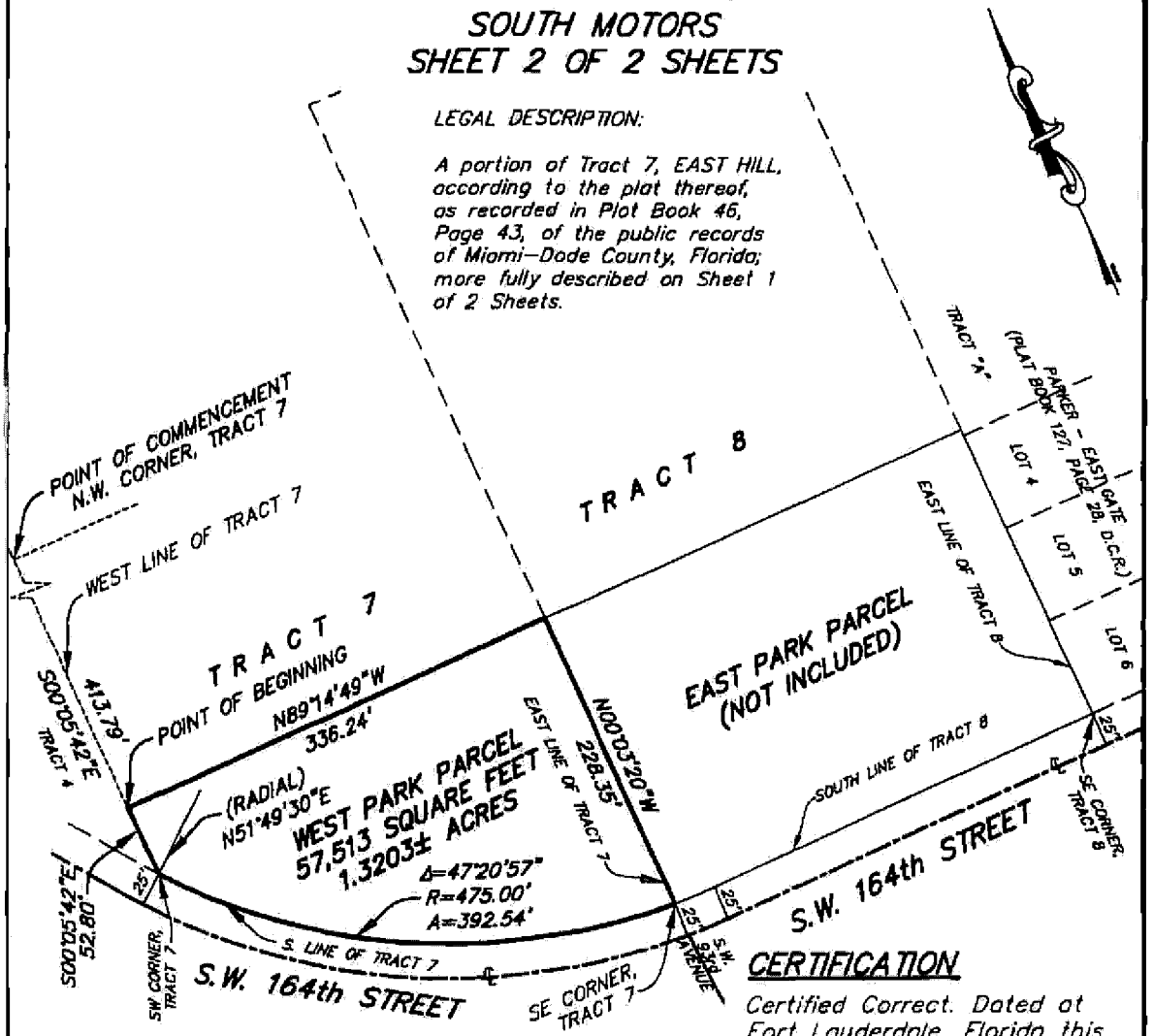
McLAUGHLIN ENGINEERING COMPANY
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PHONE (954) 763-7611 * FAX (954) 763-7615

SCALE 1" = 120'

# SKETCH AND DESCRIPTION
# WEST PARK PARCEL
# SOUTH MOTORS
# SHEET 2 OF 2 SHEETS

LEGAL DESCRIPTION:

A portion of Tract 7, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida; more fully described on Sheet 1 of 2 Sheets.




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2) Legal description prepared by McLaughlin Engineering Co.
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4) THIS IS NOT A BOUNDARY SURVEY.
5) Bearings shown assume the West line of Tract as South 00°05'42" East.
6) D.C.R. = Miami-Dade County records.

SCOTT A. McLAUGHLIN
LICENSE NUMBER
5842
STATE OF FLORIDA
Professional Surveyor and Mapper

## CERTIFICATION

Certified Correct. Dated at Fort Lauderdale, Florida this 13th day of March, 2020. Revised this 7th day of May, 2020, per clients request.

McLAUGHLIN ENGINEERING COMPANY

SCOTT A. McLAUGHLIN
Professional Surveyor and Mapper No. 5842
State of Florida.

FIELD BOOK NO. _____ DRAWN BY: JMMjr

JOB ORDER NO. V-5088 CHECKED BY: _____

EXHIBIT "B" TO TURNOVER AGREEMENT

CFN: 20150786182 BOOK 29887 PAGE 2920
DATE:12/14/2015 10:39:35 AM
DEED DOC 0.60
SURTAX 0.45
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This Instrument Prepared By:
Greenberg Traurig, P.A.
333 S.E. 2nd Avenue
Miami, Florida 33131
Attention: Juan P. Loumiet, Esq.

**PUBLIC RECREATION AND USE EASEMENT**
**(Miami-Dade County)**

**THIS PUBLIC RECREATION AND USE EASEMENT** ("Easement") is made as of the 11th day of December, 2015, by **SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation, whose mailing address is 16165 South Dixie Highway, Miami, Florida 33157 ("Grantor"), in favor of **VILLAGE OF PALMETTO BAY, FLORIDA**, a Florida municipal corporation, whose mailing address is 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 ("Grantee").

WITNESSETH THAT:

A. Grantor is the owner of that certain real property, lying and being in Miami-Dade County, Florida and more particularly described in Exhibit A attached hereto and made a part hereof ("Easement Area").

B. Grantor is the owner of that certain real property adjacent to and abutting the Easement Area, lying and being in Miami-Dade County, Florida and more particularly described in Exhibit B attached hereto and made a part hereof ("Adjoining Area").

C. The Easement Area and Adjoining Area are part of application VPB-13-001 submitted by Grantor to Grantee for a FLUM Amendment, rezoning, and site plan approval (collectively the "Public Hearing Application").

D. It is Grantor's intent to provide the Easement Area for use by Grantee and the public as a recreation and park area owned by Grantor consistent with Section 375.251(2), Florida Statutes.

E. It is Grantor's and Grantee's intent that, at all times during the term of this Easement and prior to Grantee's acquisition of the Easement Area as permitted herein, the Easement Area shall be the private property of Grantor, which Grantor shall make available for park use available to the public in accordance with the terms and provisions of this Easement.

F. It is further Grantor's and Grantee's intent that, at all times during the term of this Easement and prior to Grantee's acquisition of the Easement Area as permitted herein, the Easement Area shall be considered a "private park", and not a "public park", as those terms are used under the Village of Palmetto Bay Land Development Code and the Village of Palmetto Bay Code of Ordinances (jointly, the "Codes").

**NOW, FOR AND IN CONSIDERATION OF** the sum of $10.00, the mutual promises and covenants contained in this agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by both parties, the parties agree as follows:

1. **Incorporation by Reference.** The foregoing recitals are incorporated by reference as though fully set forth herein.

2. **Scope of Easement.** The rights of use granted to Grantee by Grantor hereunder shall be limited to recreation and park use. During the term of this Easement and until the Easement Area is acquired by Grantee as herein provided, the Easement Area shall mean and be considered by both Grantor and Grantee as a "private park", which shall be made available to Grantee and the public for recreation and park use, and not a "public park", as those terms are used under the Code. During the term of this Easement, Grantee shall not assign this Easement or any interest therein, either voluntarily or involuntarily, to any other party, nor shall Grantee cause any mechanics' liens or any other encumbrances to affect the Easement Area.

3. **Grant of Easement.** Subject to Grantor's use rights as set forth in this Easement, Grantor hereby grants to Grantee an exclusive, perpetual easement on, over and across the Easement Area solely for the purpose of recreation and park use. Grantee shall maintain the Easement Area in accordance with Section 12 below. Grantor shall grade, sod and landscape the Easement Area in phases in accordance with Grantor's plans (the Park Plan and Phasing Plan as defined in Exhibit C hereto). The easement granted to Grantee shall be exclusive, except to the extent otherwise provided in this Easement.

4. **Temporary Exclusive Use of Easement Area by Grantor.** Grantor shall initially have the exclusive right to use that portion of the Easement Area delineated in the Phasing Plan as a staging and operations area ("Staging and Use Area"), both for the construction of improvements on the Adjoining Area and for temporary improvements, installations and facilities and their use in the conduct of Grantor's automobile dealership businesses in conjunction with its operations in the Adjoining Area, in accordance with the Site Plan (as defined in Exhibit C hereto) and the Phasing Plan. Grantors' use of the Staging and Use Area shall be for a period equal to the time table for construction of all improvements on the Adjacent Area and park approved under the Public Hearing Application and Phasing Plan, including extensions granted by Grantee, and the expiration of all appeal periods without an intervening appeal ("Construction Period"). Specifically, Grantor's use of the Staging and Use Area shall terminate upon the issuance of the last final certificate of occupancy for all improvements to the Adjoining Area and the Park pursuant to the Phasing Plan ("Certificate of Occupancy") or the expiration of the Construction Period, whichever is later. During the Construction Period: (a) the Staging and Use Area, shall be closed to the public and shall not be used for recreation and park use; and (b) Grantor shall have exclusive control over and access to the Staging and Use Area, which may be fenced and made inaccessible to the public for their safety and protection. That portion of the Easement Area not contained within the Staging and Use Area ("First Park Phase") shall be developed by Grantor as the first phase of the park in accordance with the Park Plan and Phasing Plan.

5. **Commencement of Use of Easement Area by Grantee.** Grantee's right to use the Easement Area, in stages, in accordance with the terms of this Easement (in each case a "Commencement of Use by Grantee") shall be as follows: a) the First Park Phase upon Grantor's completion of the first phase of the Phasing Plan; and b) the Staging and Use Area upon Grantor's completion of the sixth phase of the Phasing Plan. Each Commencement of Use by Grantee, first of the First Park Phase and subsequently of the Staging and Use Area, shall be further evidenced by a written notification by Grantor to Grantee that all conditions precedent to such Commencement of Use by Grantee have been satisfied. Prior to each Commencement of Use by Grantee, Grantor shall reasonably demonstrate to Grantee (with a current Phase I Environmental Report) that the applicable portion of the Park which is being turned over for use by Grantee and the public is free of hazardous materials. Grantor agrees that Grantee shall have the right to designate three (3) qualified "environmental professionals" licensed to perform the Phase I Environmental Report and that Grantor will select one such environmental professional from such list to perform the Phase I Environmental Report and will have it certified to Grantee. In order to establish each date of Commencement of Use by Grantee, Grantor and Grantee shall execute a written confirmation of each of such dates once they occur.

6. **Recreation and Park Use Area Part of Approved Site Plan.** As is indicated in the Public Hearing Application, the Easement Area is and shall remain permanently part of the Site Plan, and shall be included along with the Adjoining Area for purposes of determining compliance with the requirements of the Codes, including, but not limited to, the requirements of floor area ratio, net lot area, open space, landscaping, lot coverage and any other requirements or criteria imposed by the Codes, or any other law, rule or regulation now or hereinafter enacted which is applicable to the currently existing improvements on the Adjoining Area, the construction, operation, maintenance, implementation and development of the Adjoining Area as indicated in the Site Plan, and any future modifications thereof (collectively, the "Applicable Laws"). Furthermore, Grantee shall only acquire ownership of the Easement Area pursuant to Section 7 below if (a) such conveyance does not create a non-conformity as to use, zoning, building, or any other requirements or criteria of, or otherwise violates, Applicable Laws with respect to the Adjoining Area; (b) such conveyance shall not prohibit other future improvements pursuant to administrative or public hearing requests for additional or modified improvements to the Adjoining Area; (c)except as required or appropriate in order for Grantee to make improvements for park and recreation use, all development rights appurtenant to the Easement Area shall be retained in perpetuity by the owner(s) of the Adjoining Area; and (d) such conveyance is consistent with all provisions of this Easement and the terms of the form of Agreement for Sale and Purchase of Real Property (the "Purchase Agreement) attached as Exhibit D hereto. The foregoing conditions shall be deemed conditions precedent to Grantee's exercise of the option to purchase the Easement Area described in Section 7, below.

7. **Option to Purchase by Grantee.** For a period of ten (10) years commencing after the date of Commencement of Use by Grantee of the Staging and Use Area ("Option Period") Grantee shall have the option to purchase the Easement Area at a nominal fee ($1.00). The terms and conditions of the purchase shall be as set forth in the Purchase Agreement. Grantee may only exercise the option to purchase the Easement Area if all of the terms and conditions set forth in Section 6 of this Easement have occurred. Grantee shall exercise the option to purchase the Easement Area by notifying Grantor in writing of its election to purchase the Easement Area prior to the expiration of the Option Period, and the date of such written

notification shall be deemed the Effective Date under the Purchase Agreement. Promptly thereafter the parties shall execute and deliver the Purchase Agreement.

8. **Use of Easement Area and Indemnification by Grantee.** Grantee covenants, warrants, and agrees with Grantor that, from and after each Commencement of Use by Grantee, the portion(s) of the Easement Area under Grantee's control shall be used by Grantee only for recreation and park use, and that Grantee and all persons using such portion(s) of the Easement Area shall comply with all laws, rules, and regulations of the federal, state, county and municipal governments and other authorities having jurisdiction, and of any lawful order of any officer thereof. Grantee and all persons using the portion(s) of the Easement Area under Grantee's control pursuant to this Easement shall not store fuel (other than fuel in parked vehicles), or hazardous materials, solid waste or other toxic materials on the Easement Area. As used in this Easement, the term "hazardous material" means any hazardous or toxic substance which is or becomes regulated by any governmental authority in the State of Florida or by any governmental authority of the United States. The term "hazardous material" shall not include pesticides, fertilizers or other industry-accepted landscape maintenance materials generally used in the maintenance of parks and properly applied to the Park in accordance with the manufacturer's instructions. Grantee agrees to indemnify and hold Grantor harmless from any and all claims, demands, liabilities, losses, damages or expenses arising as a result of Grantee's or any such persons' breach or failure to perform any of the terms that are contained in this section; provided that with respect to the presence of hazardous materials on or within the Easement Area, Grantee's obligation to Grantor shall be limited to the prompt removal or remediation thereof as may be required by law in order to avoid any potential liability of Grantor. Grantee further covenants and agrees with Grantor that it will occupy and maintain the Park in good condition and that it will not commit, or suffer to be committed, any waste of or on the Easement Area. Grantee shall not use the Easement Area for any unlawful purpose and shall comply with all legal requirements. Grantee shall not permit any offensive, or dangerous activity, nor any nuisance or other conduct at the Easement Area in violation of the public policy of the Grantee, Miami-Dade County or the State of Florida.

9. **Additional Indemnification by Grantee.** Upon Commencement of Use by Grantee, Grantee hereby indemnifies and agrees to defend, and hold harmless Grantor, its shareholders, officers, agents and employees from and against any and all claims, suits, actions, and causes of action, as well as the costs of removal, remediation and monitoring of any environmental contamination, arising during the term of this Easement after Grantee assumes control of any portion of the Easement Area, and with respect to any personal injury, loss of life, or damage to property sustained by any person or entity (including members of the general public), caused by or arising out of Grantee's (or its contractors', subcontractors' employees' or agents') construction, operation or maintenance of the Easement Area for recreation and Park use, including all costs, attorneys' fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment or decree which may be entered in any action or proceeding, except to the extent caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of Grantor, its shareholders, officers, agents, employees or contractors. In the event that a judgment covered by the foregoing indemnity shall be rendered in any suit or action against Grantor, Grantee shall fully satisfy the judgment immediately after Grantee shall have received written notice from Grantor following the entry of the judgment. If Grantee shall fail to satisfy the judgment within the designated time

period set forth in this Easement, then the failure shall be a violation of this Easement. Grantee shall not settle or compromise any claim against Grantor without Grantor's written consent, which shall not be unreasonably withheld. The provisions of this section shall survive the termination of this Easement. Nothing contained in this Easement shall be construed or interpreted to be a waiver of sovereign immunity by Grantee with respect to tort claims of third parties against Grantee.

10. **Enforcement of Rights Under Easement**. It is mutually understood and agreed by Grantor and Grantee that if suit be brought to correct any breach of any provision or condition of this Easement to be performed by either party, each party shall bear their own attorney fees and costs, including paralegal fees. Neither party shall be responsible for prejudgment interest. Venue for any litigation shall be Miami-Dade County, Florida.

11. **Insurance from and after the First Commencement of Use by Grantee**. From and after the first Commencement of Use by Grantee, and thereafter throughout the term of this Easement, Grantee shall maintain commercial general liability insurance with personal injury and property damage liability with limits of not less than $1,000,000.00 for combined single limit per occurrence for bodily injury and property damage with a general aggregate limit of not less than $2,000,000.00. The policy shall name Grantee as additional insured. Nothing in this Section will be construed to affect in any way the Village's rights, privileges, and immunities, including the monetary limitations of liability, set forth in Section 768.28 of the Florida Statutes with respect to tort claims of third parties.

12. **Maintenance of Easement Area**. Upon Commencement of Use by Grantee of a portion of the Easement Area, Grantee shall begin maintaining that portion of the Easement Area in good order and repair, at Grantee's sole cost and expense, and in compliance with all Applicable Laws. For the first five (5) years after the date Grantee commences maintenance of the First Park Phase, Grantor shall contribute Five Thousand Dollars ($5,000.00) to Grantee annually, to be applied solely to the cost and maintenance of the First Park Phase and/or the Staging and Use Area (once Grantee commences to maintain the latter). For the first five (5) years after the date Grantee commences maintenance of the Staging and Use Area, Grantor shall contribute Five Thousand Dollars ($5,000.00) to Grantee annually, to be applied to the cost and maintenance of the Easement Area. The aggregate amount to be contributed by Grantor shall be Fifty Thousand Dollars ($50,000.00). If Grantee acquires title to the Easement Area prior to receipt of the full Fifty Thousand Dollars ($50,000.00), Grantor shall continue payment in accordance with the foregoing schedule until it completes payment of Fifty Thousand Dollars ($50,000.00). This provision shall survive the termination of this Easement upon Grantee's acquisition of the Easement Area.

13. **Grantor's Rights to Request Exemption or Reduction of Ad Valorem Taxation**. At any time during the term of this Easement, Grantor may apply for exemptions or reductions of ad valorem taxes to the Miami-Dade County Property Appraiser to exempt the Easement Area or reduce its assessed value for purposes of real property ad valorem taxation.

14. **No Interference**. After Commencement of Use by Grantee of any portion of the Easement Area, Grantor shall not develop or improve (except as necessary to complete the Park

Plan), or grant any other rights or easements to others with respect to, such portion of the Easement Area and shall not interfere with the rights herein granted to Grantee.

15. **Acceptance of Easement**. Execution of this Easement by Grantor and Grantee shall be deemed Grantee's acceptance of and agreement to the terms of this Easement. This Easement shall be recorded in the Public Records of Miami-Dade County.

16. **No Liability to Grantor**. After Commencement of Use by Grantee of a portion of the Easement Area, Grantor shall not: (i) be presumed to extend any assurances that such portion of the Easement Area is safe for any purpose; (ii) incur any duty of care toward any person who goes on such portion of the Easement Area; (iii) be required to give warning to persons entering such portion of the Easement Area of any hazardous conditions, structures, or activities thereon; and (iv) be liable or responsible for any injury to any persons or property caused by the act or omission of any person who goes on such portion of the Easement Area.

17. **Binding Effect**. This Easement shall bind and inure to the benefit of Grantor's successors which may own, from time to time, the whole or any portion of the Adjoining Area.

18. **No Modification; Termination**. This Easement may not be amended or modified in any respect whatsoever or terminated or rescinded, in whole or in part, except by Grantor, its successors and/or assigns, and Grantee, and then only by written instrument duly executed with the formality of a deed, acknowledged and recorded in the Public Records of Miami-Dade County, Florida. If Grantee purchases the Easement Area pursuant to the terms hereof and of the Purchase Agreement, this Easement shall terminate and the parties shall execute an appropriate instrument to be recorded in said Public Records to reflect such termination, subject however, to the provisions hereof which by their terms are to survive such termination.

19. **Governing Law**. This Easement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

20. **Recitals; Headings**. The recitals set forth above are true and correct and incorporated herein by reference. The headings used in this Easement are for convenience only, shall in no way define or limit the scope or content of this Easement, and shall not be considered in any construction or interpretation of this Easement or any part hereof.

21. **Entire Agreement**. This Easement and the incorporated Exhibits constitute the entire agreement and understanding between the parties and supersede all previous contracts or understandings, oral or written, between the parties. In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

[SIGNATURES FOLLOW]

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Easement as of the day and year first above written.

WITNESSES:

Signature of Witness

Printed Name

Signature of Witness

Printed Name

**GRANTOR:**

**SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation

By: CEO
Name: Jonathan Chariff
Title: CEO

WITNESSES:

Signature of Witness

Printed Name

Signature of Witness

Printed Name

**GRANTEE:**

**VILLAGE OF PALMETTO BAY**, a Florida municipal corporation

By:
Name: Ed Silva
Title: Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

Dexter Lehtinen, Village Attorney

STATE OF FLORIDA )
)SS:
COUNTY OF MIAMI-DADE )

The foregoing Easement was acknowledged before me this 11th day of December, 2015, by Jonathan Chariff, as CEO of **SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation, on behalf of said corporation. He/she [✓] is personally known to me, or [ ] has produced _____ as identification.

(Notary Seal)

Jennifer Centeno
COMMISSION # FF 032979
EXPIRES: SEP 10, 2017
www.AaronNotary.com

Signature of Notary Public

Jennifer Centeno
Name of Notary Typed, Printed or Stamped

STATE OF FLORIDA )
)SS:
COUNTY OF MIAMI-DADE )

The foregoing Easement was acknowledged before me this 10th day of December, 2015, by Ed Silva, as Manager of the **VILLAGE OF PALMETTO BAY**, a Florida municipal corporation, on behalf of said corporation. He/she [✓] is personally known to me, or [ ] has produced _____ as identification.

(Notary Seal)

MISSEL AROCHA
MY COMMISSION #FF057743
EXPIRES: NOV 03, 2017

Signature of Notary Public

Missel Arocha
Name of Notary Typed, Printed or Stamped

[EXHIBITS FOLLOW]

**EXHIBIT A**
**TO PUBLIC RECREATION AND USE EASEMENT**

**EASEMENT AREA**

LEGAL DESCRIPTION (PARK PARCEL)

A portion of Tracts 7 and 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida; more fully described as follows:

Commencing at the Northwest corner of said Tract 7; thence South 00°05'42" East, on the West line of said Tract 7, a distance of 413.79 feet to the Point of Beginning; thence continuing South 00°05'42" East, on the said West line of said Tract 7, a distance of 52.80 feet to the Southwest corner of said Tract 7 and to a point on a curve; thence Easterly on the South line of said Tracts 7 and 8 and also on the North right-of-way line of S.W. 164th Street and on said curve to the left, whose radius point bears North 51°49'30", with a radius of 475.00 feet, a central angle of 51°07'36", an arc distance of 423.86 feet; thence South 89°11'33" East, on the South line of said Tract 8 and on said North right-of-way line, a distance of 307.43 feet to the Southeast corner of said Tract 8; thence North 00°10'11" West, on the East line of said Tract 8, a distance of 229.36 feet; thence North 89°14'49" West, on a line 229.33 feet North of and parallel with the South line of said Tract 8 and Westerly extension thereof, a distance of 673.58 feet to the Point of Beginning.

Said lands situate, lying and being in Miami-Dade County, Florida, and containing 134,918 square feet or 3.0973 acres more or less.

**EXHIBIT B**
**TO PUBLIC RECREATION AND USE EASEMENT**

**ADJOINING AREA**

That portion of Tract 3, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida, lying South and West of Tract "A" of THE TREASURY SUBDIVISION NO. 5023, according to the plat thereof, as recorded in Plat Book 95, Page 25, of the public records of Miami-Dade County, Florida, LESS that portion of Tract 3, lying North of the North line of Lot 1, PERRINE EAST, according to the plat thereof, as recorded in Plat Book 73, Page 31, of the public records of Miami-Dade County, Florida.

TOGETHER WITH:

All of Tracts 4, 7 and 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida.

ALSO TOGETHER WITH:

Lot 2, PERRINE EAST, according to the plat thereof, as recorded in Plat Book 73, Page 31, of the public records of Miami-Dade County, Florida.

LESS AND EXCEPT (PARK PARCEL):

A portion of Tract 7 and 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida; more fully described as follows:

Commencing at the Northwest corner of said Tract 7; thence South 00°05'42" East, on the West line of said Tract 7, a distance of 413.79 feet to the Point of Beginning; thence continuing South 00°05'42" East, on the said West line of said Tract 7, a distance of 52.80 feet to the Southwest corner of said Tract 7 and to a point on a curve; thence Easterly on the South line of said Tracts 7 and 8 and also on the North right-of-way line of S.W. 164th Street and on said curve to the left, whose radius point bears North 51°49'30", with a radius of 475.00 feet, a central angle of 51°07'36", an arc distance of 423.86 feet; thence South 89°11'33" East, on the South line of said Tract 8 and on said North right-of-way line, a distance of 307.43 feet to the Southeast corner of said Tract 8; thence North 00°10'11" West, on the East line of said Tract 8, a distance of 229.36 feet; thence North 89°14'49" West, on a line 229.33 feet North of and parallel with the South line of said Tract 8 and Westerly extension thereof, a distance of 673.58 feet to the Point of Beginning.

All of above lands situate, lying and being in Miami-Dade County, Florida, and containing 441,588 square feet or 10.1375 acres more or less.

**EXHIBIT C**
**TO PUBLIC RECREATION AND USE EASEMENT**

**PARK PLAN, PHASING PLAN, SITE PLAN AND STAGING AND USE AREA**

The "Park Plan" as defined in Section 3 of the Easement shall mean the following sheets forming part of the Site Plan (as defined below): (i) Sheet Number SP1.0 labeled "Overall Site Plan Zoning Legend", (ii) Sheet SP3.0 labeled "Overall Site Phasing Plan", (iii) Sheet Numbered LA 1.0 labeled "Overall Landscape Plan", (iv) Sheets Numbered LA 2.0 and LA 3.0 labeled "Partial Landscape Plan" and (v) Sheet Numbered LA 4.0 labeled "Plant Lists, Notes and Details", as such plans may be amended from to time to time and approved by the Village of Palmetto Bay.

The "Phasing Plan" as defined in Section 3 of the Easement shall mean the following sheet forming part of the Site Plan (as defined below): Sheet SP3.0 labeled "Overall Site Phasing Plan", as such plan may be amended from to time to time and approved by the Village of Palmetto Bay.

The "Site Plan" as defined in Section in Section 4 of the Easement shall mean those certain approved plans entitled "South Motors", as prepared by WHA Design Inc., consisting of 21 sheets and date stamped received November 15, 2013 by the Village of Palmetto Bay's Zoning Department, as such plans may be amended from to time to time and approved by the Village of Palmetto Bay.

The "Staging and Use Area" as defined in Section 4 of the Easement shall mean those certain areas located within the Easement Area (as described in Exhibit A) shown on the Phasing Plan to be used by Grantor for construction staging and operations, including but not limited to those areas labeled on such Phasing Plan to be used as a construction trailer/office/receiving area, an overflow/material storage area, an operations area, temporary showroom trailers, customer areas, and paved parking to reduce dust & debris.

**EXHIBIT D**
**TO PUBLIC RECREATION AND USE EASEMENT**

**AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

Effective Date of this Agreement:

The date Buyer exercises its option to purchase under the Easement Agreement (as defined below).

Buyer and Buyer's Address:

**VILLAGE OF PALMETTO BAY**
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Seller and Seller's Address:

**SOUTH MOTOR COMPANY OF DADE COUNTY**
16165 South Dixie Highway
Miami, FL 33157

Total Purchase Price:

See Section 3, below.

Property:

The real property described in Exhibit A, attached hereto, and improvements thereto, if any.

1. **PROPERTY**. Seller represents that Seller holds fee simple title to, and has good right to sell and convey, the Property.

2. **SALE AND PURCHASE PURSUANT TO EASEMENT AGREEMENT**. Buyer desires to obtain the Property for the purpose of use as a public park with green space and Seller desires to sell the Property for such public purpose in accordance to, and pursuant to, the terms of that certain Public Recreation and Use Easement Agreement ("Easement Agreement") entered into between Seller and Buyer dated December 11th, 2015, including all conditions precedent contained in the Easement Agreement. Therefore, Seller agrees to convey the Property to Buyer, and Buyer agrees to accept the Property from Seller, upon the terms and subject to the conditions set forth in the Easement Agreement and herein. In the event of any conflict or discrepancy between this agreement and the Easement Agreement, the latter shall prevail.

3. **PURCHASE PRICE.** The Purchase price shall be $1.00 (One Dollar and No Cents) to be paid in full at time of closing.

4. **TITLE.** Acceptable title hereunder is a marketable fee simple record title vested in Seller as to all of the Property, subject to (i) the title exceptions identified on Exhibit B hereto; (ii) all current and future zoning and land use resolutions, ordinances or orders of Miami-Dade County or the Village of Palmetto Bay affecting the Property, the Site Plan (as defined in the Easement Agreement) for redevelopment of Seller's Adjoining Property (as defined in the Easement Agreement) and the Property, and any other easements, conditions and restrictions permitted by or provided for in the Easement Agreement (collectively, the "Permitted Exceptions"); (iii) any matters of survey permitted under the terms of Section 6; and (iv) any other exception whatsoever arising against through or under Buyer provided, however, from and after the date of the Easement Agreement and except as may be permitted by the Easement Agreement, or in connection with items listed in clause (ii) above, Seller shall not execute any instrument that would adversely affect the title to or transfer of the Property or any portion thereof from the Seller to the Buyer. Within thirty (30) days after the Effective Date, Buyer, at Buyer's expense, may obtain and deliver to Seller a title insurance commitment issued by a title insurance company authorized to issue title insurance in the State of Florida, which title insurance commitment shall provide for the title insurance company, at or promptly after closing, to issue to Buyer a title insurance policy reflecting acceptable title in Buyer. Buyer will have fifteen (15) days after receipt of the title insurance commitment to give Seller written notice whether the title complies with the requirements of this Section. The Permitted Exceptions shall in all events be deemed acceptable. If title is subject to any alleged unpermitted defect or encumbrance, the notice to Seller shall specify the title defects or encumbrances that render title to the Property inconsistent with the terms of this Section. If Buyer fails to give Seller notice that title is not as required hereby within the period of time provided above, title to the Property shall be deemed to comply with the terms of this Section. If title is defective and if Buyer gives Seller notice thereof within the time provided above, Seller shall have a reasonable time from the delivery of the notice of title unacceptability within which to remove the title defects, at Seller's expense, but Seller shall not be obligated to pursue a suit to quiet title, or expend any funds (except to satisfy any monetary liens), unless such title defect was created due to the acts or omissions of Seller. Buyer may waive any title defects and encumbrances and may extend the time allowed for removal thereof. When all unwaived title defects and encumbrances have been removed or cured and Seller has given Buyer proof thereof within the time specified above or extended, closing shall take place promptly thereafter. If Seller is not obligated to or is unable to, or if not obligated to, then unable or unwilling to, remove the unwaived title defects within a reasonable period of time, Seller shall notify Buyer in writing, stating the reason therefor, and within ten (10) days thereafter Buyer either shall waive the title defects and proceed with closing, or Buyer shall withdraw from the transaction and terminate the obligations of the parties hereunder. At closing, Buyer will pay for the title insurance policy to be issued to Buyer, which title insurance policy shall be based upon the appraised value of the Property for use or such other amount as approved by the title company and acceptable to Buyer.

5. **DEED; USE RESTRICTIONS; MAINTENANCE OF PARK; REVERTER.** Seller shall convey the Property to Buyer by special warranty deed ("Deed") in the form attached as Exhibit C hereto, containing certain use restrictions, covenants regarding the maintenance of the park and a reverter clause.

6. **SURVEY**. Within thirty (30) days after the Effective Date, Buyer may, at Buyer's expense, obtain a current survey of the Property prepared by a Florida licensed surveyor. Upon completion of the survey Buyer shall deliver a copy to Seller. Seller shall not be required to cure or correct any encroachments or other matters of survey affecting the Property, unless the encroaching improvements were placed on the Property by the Seller in violation of the Park Plan (as defined in the Easement Agreement) and materially and adversely affect Buyers' use of the Property as a park. By way of illustration, encroachments by footers supporting any wall on Seller's property adjoining the Property or minor wall or paving surface encroachments shall not be deemed "material". In the event that there are such encroachments, the Deed shall contain an easement permitting such encroachments and shall also provide that, in the event that the encroaching improvements are removed in the future, they cannot be rebuilt without the Buyer's prior written approval in each instance, not to be reasonably withheld or delayed.

7. **SALE "AS IS"**. Buyer acknowledges that Seller has previously made certain improvements to the Property consistent with the Park Plan and turned over possession and use thereof to Buyer, which currently has exclusive control of and the obligation to maintain same pursuant to the Easement Agreement (subject to Seller's remaining monetary contribution obligations, if any, under the Easement Agreement, which shall survive closing of this transaction until satisfied). Buyer accepts the Property and improvements and landscaping thereon in "As Is" condition and without any representations or warranties whatsoever, except as may be set forth in this Agreement.

8. **DEFAULT**. If Buyer fails to consummate the sale and purchase transaction as provided for herein and if Buyer is not entitled to withdraw from the transaction under the terms of this Agreement, then Seller is entitled to terminate this Agreement, upon which neither party shall have any further obligations hereunder. If Seller fails to consummate the transaction as provided for herein and if Seller is not entitled to withdraw from the transaction under the terms of this Agreement, then Buyer shall be entitled to terminate the rights and obligations of the parties hereunder, or at Buyer's option, may seek and obtain specific performance of this Agreement by Seller as its sole remedy. Under no circumstances shall Buyer be entitled to seek or collect any damages from Seller.

9. **CLOSING**. Subject to extension of time for the curing of title defects as set forth in paragraph 4, closing shall take place sixty (60) days after the Effective Date at the law offices of Greenberg Traurig, P.A., Miami, Florida, or at such other place as the parties may agree. Seller acknowledges and agrees that the Property is being purchased by an exempt governmental entity and that the Seller must comply with Section 196.295, Florida Statutes, regarding real estate taxes. Seller shall convey the Property to Buyer by the Deed in recordable form in accordance with the terms of Section 5 of this Agreement. Buyer shall pay all documentary stamp taxes required on the Deed and the cost of recording the Deed. Seller shall provide a No Lien, Possession, Gap and FIRTPA Affidavit in a form reasonably acceptable to Buyer and its title company as well as any other document reasonably required by the title company to insure title as required by this Agreement including any documents necessary to evidence Seller's authority to convey the Property to Buyer.

10. **DEFAULT NOTICE.** Neither party shall declare the other in default hereunder without giving the other party, at least thirty (30) days in advance, written notice of intention to do so, during which time the other party shall have an opportunity to remedy the default. The notice shall specify the default with particularity.

11. **REAL ESTATE BROKER; CONSULTANTS.** Buyer and Seller each represent to the other that it has not engaged, or agreed to pay any commission to, any real estate broker with respect to this transaction. Seller and Buyer agree to indemnify and hold the other harmless from any and all claims for any brokerage fees or similar commissions asserted by brokers, salespersons or finders claiming by, through or under the other party. The provisions of this Section shall expressly survive the closing or termination of this Agreement.

12. **ASSIGNABILITY AND BINDING EFFECT.** Because the Property is to be used solely as a public park, Buyer shall not be entitled to assign its rights or obligations under this Agreement.

13. **COMMUNICATIONS; TIME.** Any notices or communications hereunder may be given to the parties by certified mail, return receipt requested, or by hand delivery at their respective addresses appearing on page one hereof. Notice given by mail shall be deemed given when received. If the last day for giving notice or performing any act hereunder falls on a Saturday, Sunday, or holiday celebrated generally in the State of Florida, the time shall be extended to the next day that is not a Saturday, Sunday, or holiday.

14. **RADON.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

15. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller hereby represents and warrants to Buyer (only) as follows:

15.1 Seller's Ownership and Authority. Seller owns the Property in fee simple and has full power and authority to own and sell the Property and to comply with the terms of this Agreement. The execution and delivery of this Agreement by Seller and the consummation by Seller of the transaction contemplated by this Agreement are within Seller's capacity.

15.2 Litigation. Seller shall notify Buyer of any litigation commenced against Seller affecting the Property of which Seller has actual knowledge as of the Effective Date or thereafter through closing, except if Buyer is also a party thereto; provided, however, the foregoing undertaking shall not require Seller to resolve any such litigation unless (i) such litigation is not based in whole or in part on any claim arising from or growing out of any act or omission of Buyer related to Buyer's use, control or possession of the Easement Area, and (ii) Seller is require to resolve the litigation under the terms of Section 4. In the event Seller is required to resolve any such litigation under the terms of Section 4, the closing shall be postponed until such time as such litigation in concluded.

15.3 No Legal Bar. The execution by Seller of this Agreement and the consummation by Seller of the transaction hereby contemplated does not, and on the closing date will not result in a breach of or default under any indenture agreement, instrument or obligation to which Seller is a party and which affects all or any portion of the Property.

15.4 Contracts. Other than this Agreement, the Easement and any matter permitted under Section 4, Seller is not a party to any agreement with respect to the Property which would survive closing.

15.5 Survival of Representations. All of the representations of Seller set forth in this Agreement must be true upon the execution of this Agreement, and must be true as of the closing date. The representations, warranties and agreements of Buyer or Seller set forth in this Agreement shall survive the closing.

[Signature pages to follow]

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the Effective Date.

Signed in the presence of:

_____
(name) _____

_____
(name) _____
Two witnesses

**VILLAGE OF PALMETTO BAY**, a Florida municipal corporation

By: _____
Name: _____
Title: _____

Signed in the presence of:

_____
(name) _____

_____
(name) _____
Two witnesses

**SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation

By: _____
Name: _____
Title: _____

**EXHIBIT "A"**
**TO AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

**LEGAL DESCRIPTION- PARK PARCEL**

A portion of Tracts 7 and 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami Dade County, Florida; more fully described as follows:

Commencing at the Northwest corner of said Tract 7; then South 00'05'42" East, on the West line of said Tract 7, a distance of 413.79 feet to the Point of Beginning; thence continuing South 00'05'42" East, on the said West line of said Tract 7, a distance of 52.80 feet to the Southwest corner of said Tract 7 and to a point on a curve; thence Easterly on the South line of said Tracts 7 and 8 and also on the North right-of-way line of S.W. 164th Street and on said curve to the left, whose radius point bears North 51'49'30", with a radius of 475.00 feet, a central angle of 51'07'36", an arc distance of 423.86 feet; thence South 89'11'33" East, on the South line of said Tract 8 and on said North right-of-way line, a distance of 307.43 feet to the Southeast corner of said Tract 8; thence North 00'10'11" West on the East line of said Tract 8, a distance of 229.36 feet; thence North 89'14'49" West, on a line 229.33 feet North of an parallel with the South line of said Tract 8 and Westerly extension thereof, a distance of 673.58 feet to the Point of Beginning.

Said lands situate, lying and being in Miami-Dade County, Florida, and containing 134,918 square feet or 3.0973 acres more or less.

**EXHIBIT "B"**
**TO AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY**

**Permitted Exceptions**

1. Restrictions, covenants, conditions, dedications, easements and other matters as shown on the Plat of East Hill recorded in Plat Book 46, Page 43, together with Assignment and Quitclaim of Rights-of-Way, Permits and Easements recorded in Official Records Book 10244, Page 1115.

2. Covenant Running With The Land In Lieu Of Unity Of Title recorded July 24, 2009 in Official Records Book 26952, Page 2851.

3. Resolution No. 2013-90 of the Mayor and Village Council of the Village of Palmetto Bay, Florida passed on December 16, 2013, together with the approved site plan approved therein entitled "South Motors", as prepared by WHA Design, Inc., consisting of 21 sheets, dated stamped received November 15, 2013, as such site plan may be amended from time to time and approved by the Village of Palmetto Bay.

EXHIBIT "C"
TO AGREEMENT FOR SALE AND PURCHASE OF REAL PROPERTY

Form of Special Warranty Deed

**This Instrument Prepared By:**
Juan P. Loumiet, Esq.
Greenberg Traurig, P.A.
333 Avenue of the Americas
Miami, FL 3331

**After Recording Return To:**
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida
Attention: Village Attorney
**Portions of Tax Folio Numbers:**
33-5028-002-0070 and 33-5028-002-0080

SPECIAL WARRANTY DEED

(Park Parcel)

**THIS SPECIAL WARRANTY DEED** (this "**Deed**") made this ___ day of _____, _____, by and between **SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation, whose address is 16165 South Dixie Highway, Miami, Florida 33157, hereinafter called "**Grantor**," and the **VILLAGE OF PALMETTO BAY**, a Florida municipal corporation, whose address is 9705 East Hibiscus Street, Palmetto Bay, Florida 33157, hereinafter called "**Grantee**." For purposes of this Deed, the term "Grantor" shall include Grantor's successors, personal representatives, heirs and/or assigns, and the term "Grantee" shall include Grantee's successors, provided such successor is a Florida municipality corporation or Miami-Dade County.

W I T N E S S E T H:

**GRANTOR**, for and in consideration of the terms and restrictions set forth in this Deed, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, dedicate, and convey to Grantee, its successors and assigns forever, the following described land, situate in Miami-Dade County, Florida, to wit:

THE PROPERTY AS DESCRIBED ON EXHIBIT "A"
ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF (THE "**PROPERTY**");

**TOGETHER WITH** all park landscaping and improvements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining (collectively, the "**Park Improvements**").

**THIS CONVEYANCE** is subject to (a) taxes for the year 20__ and thereafter; (b) the title exceptions identified on Exhibit B hereto; (c) all current and future zoning and land use resolutions, ordinances or orders of Miami-Dade County or the Village of Palmetto Bay affecting the Property, the approved site plan for redevelopment of Grantor's adjoining property and the Property, and any other easements, conditions and restrictions permitted by or provided for in that certain Public Recreation and Use Easement between Grantor and Grantee recorded _____, 2015 in Official Records Book_____, Page _____, of the Public Records of Miami-Dade County, Florida ("**Easement Agreement**"); (d) any other title exception whatsoever arising against through or under Grantee.

**THIS CONVEYANCE** is further made subject to, and upon the following express covenants and restrictions: (i) that Grantee shall use the Property solely for public park purposes and any uses ancillary to the operation or use of the Property as a public park, including without limitation the maintenance, repair and/or replacement of any existing Park Improvements located on the Property as of the date of this Deed or any replacements thereof or additions thereto (collectively the "**Public Park Use**"); (ii) that Grantee shall repair and maintain at its sole cost and expense, except as provided in the Easement Agreement, the existing Park Improvements and any replacements thereof or additions thereto in good condition; (iii) that no rights to all or any portion of the Property may be conveyed, transferred, assigned, granted, leased or licensed, directly or indirectly, to any third party for any use other than for Public Park Use; and (iv) that Grantee shall not construct any improvements on the Property which materially interfere with the Public Park Use of the Property. If Grantee shall violate any of the covenants or restrictions enumerated above in (i) through (iv) and such violation is not cured by Grantee within one hundred-twenty (120) days (after the exercise of due diligence in promptly and continuously attempting to cure such violation) following Grantee's receipt of written notice from Grantor of such violation, or if the violation is of a nature that it cannot be cured within one hundred twenty (120) days and Grantee commences such cure within thirty (30) days of written notice from Grantor of the violation and is diligently pursuing such cure then for such period of time as the cure may reasonably require but not to exceed an additional ninety (90) days (i.e., total maximum cure period is 210 days), then in such event this conveyance shall be null and void and fee simple title to the Property shall automatically revert to Grantor at the expiration of such applicable cure period, without further action of any kind by the parties. In such event, if requested by Grantor, Grantee agrees to execute a special warranty deed in recordable form conveying the Property back to Grantor. Nothing contained in this Deed is intended to void Grantor's obligations as set forth in Section 12 of the Easement Agreement.

**TO HAVE AND HOLD** the same unto Grantee, its successors and assigns forever, in fee simple.

**AND** Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property, and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons whomsoever claiming by, through or under Grantor.

**IN WITNESS WHEREOF,** said Grantor has hereunto set hand and seal the day and year first above written.

**GRANTOR:**

**Signed and Sealed and Delivered in the Presence of:**

**SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation

By: _____
Print: _____

By: _____
Name: _____
Title: _____

By: _____
Print: _____

**STATE OF FLORIDA**

**COUNTY OF MIAMI-DADE**

On this ____ day of _____, _____, before me, _____, as _____ of SOUTH MOTOR COMPANY OF DADE COUNTY, a Florida corporation who has executed the foregoing Special Warranty Deed on behalf of such corporation for the purposes therein contained who is personally known to me or has produced _____ as identification.

Sign: _____
Print Name: _____
Commission Number: _____

My commission expires on: _____

[Notary Seal]

**EXHIBIT "A"**
**TO SPECIAL WARRANTY DEED**

LEGAL DESCRIPTION (PARK PARCEL)

A portion of Tracts 7 and 8, EAST HILL, according to the plat thereof, as recorded in Plat Book 46, Page 43, of the public records of Miami-Dade County, Florida; more fully described as follows:

Commencing at the Northwest corner of said Tract 7; thence South 00°05'42" East, on the West line of said Tract 7, a distance of 413.79 feet to the Point of Beginning; thence continuing South 00°05'42" East, on the said West line of said Tract 7, a distance of 52.80 feet to the Southwest corner of said Tract 7 and to a point on a curve; thence Easterly on the South line of said Tracts 7 and 8 and also on the North right-of-way line of S.W. 164th Street and on said curve to the left, whose radius point bears North 51°49'30", with a radius of 475.00 feet, a central angle of 51°07'36", an arc distance of 423.86 feet; thence South 89°11'33" East, on the South line of said Tract 8 and on said North right-of-way line, a distance of 307.43 feet to the Southeast corner of said Tract 8; thence North 00°10'11" West, on the East line of said Tract 8, a distance of 229.36 feet; thence North 89°14'49" West, on a line 229.33 feet North of and parallel with the South line of said Tract 8 and Westerly extension thereof, a distance of 673.58 feet to the Point of Beginning.

Said lands situate, lying and being in Miami-Dade County, Florida, and containing 134,918 square feet or 3.0973 acres more or less.

**EXHIBIT "B"**
**TO SPECIAL WARRANTY DEED**

**Permitted Exceptions**

1. Restrictions, covenants, conditions, dedications, easements and other matters as shown on the Plat of East Hill recorded in Plat Book 46, Page 43, together with Assignment and Quitclaim of Rights-of-Way, Permits and Easements recorded in Official Records Book 10244, Page 1115.

2. Covenant Running With The Land In Lieu Of Unity Of Title recorded July 24, 2009 in Official Records Book 26952, Page 2851.

3. Resolution No. 2013-90 of the Mayor and Village Council of the Village of Palmetto Bay, Florida passed on December 16, 2013, together with the approved site plan approved therein entitled "South Motors", as prepared by WHA Design, Inc., consisting of 21 sheets, dated stamped received November 15, 2013, as such site plan may be amended from time to time and approved by the Village of Palmetto Bay.

*MIA 183787284v4*

## CONSENT OF MORTGAGEE TO PUBLIC RECREATION AND USE EASEMENT

THIS CONSENT is given as of the 9th day of December 2015, on behalf of BANK OF AMERICA, N.A. ("Mortgagee"), being the owner and holder of that certain Amended and Restated Mortgage and Security Agreement given by South Motor Company of Dade County, a Florida corporation ("Mortgagor") dated September 23, 2010 and recorded September 27, 2010 in Official Records Book 27434, Page 2836 of the Public Records of Miami-Dade County, Florida (as same may be amended or modified from time to time, and including any and all other documents securing the indebtedness referenced in the mortgage, the "Mortgage") on certain real property as described in the Mortgage ("Property").

WHEREAS, Mortgagor has requested that Mortgagee consent to the recording of the attached Public Recreation and Use Easement (the "Easement") in favor of the Village of Palmetto Bay, Florida ("Village") affecting a portion of the Property as more particularly described in the Easement as the "Easement Area".

NOW, THEREFORE, Mortgagee consents to all of the terms, conditions, and provisions of the Easement, including but not limited to the Village's option to purchase the Easement Area as set forth in Section 7 of the Easement, and the recordation thereof and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Easement. Mortgagee makes no warranty or any representation of any kind or nature concerning the Easement, any of its terms or provisions, or the legal sufficiency thereof. Except only as expressly provided herein, this consent does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage.

Made as of the day and year first above written.

Witnessed by:

Name: Gina Epstein

Name: Donna O'Sh

**BANK OF AMERICA, N.A.**

By:

Title: SVP

STATE OF Florida )
) SS:
COUNTY OF Broward )

The foregoing instrument was acknowledged before me this 9th day of December, 2015, by David S. Shapiro, as SVP of BANK OF AMERICA, N.A., on behalf of said bank. He/She is personally known to me or has produced FL DL as identification.

Name: Donna O'Sh

Notary Public, State of Florida
Commission No. EE157279

My Commission Expires:

DONNA O'SHEA
Notary Public, State of Florida
Commission# EE 157279
My comm. expires Jan. 11, 2016

Exhibit D
Second Turnover Agreement

This instrument is prepared by:
Juan P. Loumiet, Esq.
Weiss Serota Helfman Cole & Bierman, P.L
2828 Ponce de Leon Blvd., Suite 1200
Coral Gables, FL 33134

**SECOND TURNOVER AGREEMENT**

This Second Turnover Agreement ("Second TA") is made and entered into effective as of the __ day of _____, 2022, by South Motor Company of Dade County, a Florida corporation ("Grantor") and the Village of Palmetto Bay, a Florida municipal corporation ("Grantee").

**R E C I T A L S**

A. On December 11, 2015, the Parties entered into a Public Recreation and Use Easement which was recorded in OR Book 29887, at Page 2920 of the Public Records of Miami-Dade County, Florida (the "Easement").

B. Pursuant to a Turnover Agreement ("First TA"), dated as of December 1, 2020, and recorded in OR Book 32326, at Page 2509 of the Public Records of Miami-Dade County ("Public Records"); Grantor turned over to Grantee, and Grantee accepted the "East Park Parcel" (or First Park Phase) as legally described and depicted in the First TA.

C. Prior to the Parties executing and recording this Second TA in the Public Records, Grantor has entered into (with the consent of Grantee) and recorded in the Public Records a Declaration of Restrictive Covenants and Restrictions in Lieu of Unity of Title (the "Declaration") affecting and encumbering the whole Park Parcel (or Easement Area), as well as the Adjoining Area (or Parent Tract) (collectively, the Overall Property).

D. Grantor is ready to turn over to Grantee the West Park Phase (Staging and Use Area) to complete the turnover of the whole Park Parcel.

NOW THEREFORE, the Parties agree:

1. Recitals. The foregoing recitals are true and correct and are incorporated by reference as though fully set forth herein.

2. Terms. Capitalized terms used and not defined herein shall have the respective meanings given to them in the Fist TA, the Easement and/or Declaration, as may be appropriate.

3. Commencement of Use by Village. Grantee acknowledges that its Commencement of Use of the West Park Parcel (Staging and Use Area) is effective as of the date of this Second TA, and in connection therewith, it acknowledges:

a. It has obtained the insurance coverage required under Section 11 of the Easement and has delivered to Grantor a certificate reflecting Grantor as an additional insured under the requisite coverage for the whole Park Parcel.

b. It has received and accepted the Phase I Environmental Report with respect to the Staging and Use Area dated _____, 2022, and prepared by [Nelco Testing & Engineering].

c. Grantor has met all of its pre-Commencement of Use obligations under the Easement for the Staging and Use Area.

4. Ratification. The terms of this Second TA shall govern over any conflicting terms of the Easement as previously modified in the First TA. The Parties ratify and confirm the terms of the Easement as so modified.

5. Declaration. This Second TA is subject to the terms of the Declaration.

6. Recording. This Second TA will be recorded in the Public Records.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Second TA.

WITNESSES:

GRANTOR:

**SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation

By: _____
Name: Ricardo Lujan
Title: Vice President of Finance

_____
Print Name:_____

_____
Print Name:_____

Executed: _____, 2022

**STATE OF FLORIDA )**
**)SS:**
**COUNTY OF MIAMI-DADE )**

The foregoing instrument was acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2022, by Ricardo Lujan, as Vice President of Finance of **South Motor Company of Dade County**, a Florida corporation, on behalf of the corporation. He is ☐ personally known to me or has ☐ produced _____as identification.

[Notary Seal]

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
Commission Expires: _____

WITNESSES:

GRANTEE:

**VILLAGE OF PALMETTO BAY**, a Florida municipal corporation

By: _____
Name:_____
Title:_____

_____
Print Name:_____

_____
Print Name:_____

Executed: _____, 2022

**STATE OF FLORIDA )**
**)SS:**
**COUNTY OF MIAMI-DADE )**

The foregoing instrument was acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2022, by _____, as _____ of **Village of Palmetto Bay**, a Florida municipal corporation, on behalf of the corporation. He/She is ☐ personally known to me or has ☐ produced _____as identification.

[Notary Seal]

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
Commission Expires: _____

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:**

By: _____
Name: _____
Title: _____

Exhibit E
Declaration of Restrictive Covenants in Lieu of Unity of Title

# DECLARATION OF RESTRICTIVE COVENANTS IN LIEU OF UNITY OF TITLE

This Declaration of Restrictive Covenants in Lieu of Unity of Title ("Declaration") is made and entered into as of the ____ day of _____, 2022 by South Motor Company of Dade County, a Florida corporation (the "Company" or "Declarant") and consented to and approved by the Village of Palmetto Bay (the "Village") (each a "Party" and collectively the "Parties").

WHEREAS:

A. The Company is the owner in fee-simple of the real property legally described in Exhibit "A" hereto (the "Overall Property"), which includes the "Adjoining Area" (also referred to sometimes interchangeably as the "Parent Tract"), as legally described in Exhibit "B" hereto, and the Park Parcel (as defined below) (also sometimes referred to interchangeably as the "Easement Area"), as originally legally described in Exhibit "B" to the Easement (as defined below), and which legal description of the Park Parcel was revised in the First TA (as defined below), and is now correctly set forth in Exhibit "B" hereto;

B. The Company granted to the Village of Palmetto Bay, Florida, a Public Recreation and Use Easement (the "Easement"), dated December 11, 2015, for a "private park" over a portion of the Overall Property (the "Park Parcel"), which Easement was recorded in O.R. Book 29887 at Page 2920 of the Public Records of Miami-Dade County (the "Public Records");

C. Pursuant to the terms of the Easement, the Company was and remains obligated to turn over the Park Parcel to the Village in two (2) phases, as contemplated in Exhibit "C" to the Easement;

D. As of December 1, 2020, the Company (as "Grantor") and the Village (as "Grantee") entered into a Turnover Agreement (the "First TA"), whereby the Company turned over to the Village, and the Village accepted, the "First Park Phase", which was defined, depicted, and legally described in the First TA as the "East Park Parcel"; the First TA was recorded in O.R. Book 32326 at Page 2509 of the Public Records;

E. As stated above, the First TA also modified the overall legal description of the Park Parcel, pursuant to Exhibit "A" to the First TA, and said Exhibit "A" also legally defined the "Staging and Use Area", renamed the "West Park Parcel", which is the portion of the Park Parcel which remains to be turned over to the Village;

F. Pursuant to the terms of Section 6 of the Easement (which was rerecorded as Exhibit "B" to the First TA), the Park Parcel was and is to remain permanently (even after conveyance to the Village) covered by the "Site Plan" (as originally defined in Exhibit "C" to the Easement, to include future modifications thereof) for the approximately 13.2348 net acre Overall Property, and the terms of said Section 6 of the Easement read as follows:

> "Recreation and Park Use Area Part of Approved Site Plan. As is indicated in the Public Hearing Application, the Easement Area is and shall remain permanently part of the Site Plan, and shall be included along with the Adjoining Area for purposes of determining compliance with the requirements of the Codes, including, but not

limited to, the requirements of floor area ratio, net lot area, open space, landscaping, lot coverage and any other requirement or criteria imposed by the Codes, or any other law, rule or regulation now or hereinafter enacted which is applicable to the currently existing improvements on the Adjoining Area, the construction, operation, maintenance, implementation and development of the Adjoining Area as indicated in the Site Plan, and any future modifications thereof (collectively, the "Applicable Laws"). Furthermore, Grantee shall only acquire ownership of the Easement Area pursuant to Section 7 below if (a) such conveyance does not create a non-conformity as to the use, zoning, building, or any other requirements or criteria of, or otherwise violates, Applicable Laws with respect to the Adjoining Area; (b) such conveyance shall not prohibit other future improvements pursuant to administrative or public hearing requests for additional or modified improvements to the Adjoining Area; (c) except as required or appropriate in order for Grantee to make improvements for park and recreation use, all development rights appurtenant to the Easement Area shall be retained in perpetuity by the owner(s) of the Adjoining Area; and (d) such conveyance is consistent with all provisions of this Easement and the terms of the form of Agreement for Sale and Purchase of Real Property (the "Purchase Agreement") attached as Exhibit "D" hereto. The foregoing conditions shall be deemed conditions precedent to Grantee's exercise of the option to purchase the Easement Area described in Section 7, below";

G. The Site Plan was amended administratively in minor respects after it was initially approved; consequently, the definition of the Site Plan currently includes such revisions;

H. Pursuant to Section 7 of the Easement, the Village was granted the option to purchase the Park Parcel on the terms set forth in said Section 7 and the terms of a form "Agreement for Sale and Purchase of Real Property" attached as Exhibit "D" to the Easement (the "Purchase Agreement"), provided the Village first assured the Company that the terms quoted in introductory Section F above (Section 6 of the Easement) survive the conveyance of the Park Parcel to the Village; and

I. The Village is interested in exercising its right to purchase the Park Parcel after the Company and the Village complete a Turnover Agreement for the West Park Parcel (the "Second TA"), substantially in accordance with the procedure established in the First TA. The Company and the Village have determined that the most effective means for accomplishment of the conditions specified in Section F above is for the Company to enter into and record this Declaration pursuant to Section 30-30.2(13)a. and d. of the Village Code of Ordinances (the "Code"), notwithstanding that many of the terms of said Code sections contemplate that parcels encumbered by a Declaration of Restrictive Covenants are intended to share cross-easements and other features, which will not be the case between the Adjoining Area and the Park Parcel; further, the Village, acting in its governmental capacity, is willing to waive the requirement for an "Easement and Operating Agreement" binding the Adjoining Area and Park Parcel, since the Adjoining Area and Park Parcel are and will be used and operated effectively independently of each other.

NOW THEREFORE, the Company (with the consent and acknowledgment of the Village) hereby agrees and declares:

1. Incorporation of Recitals. The foregoing Recitals are true and correct and are restated and incorporated by reference as though set forth herein.

2. Declaration. Declarant, as owner of the Overall Property, hereby enters into this Declaration for the purposes of binding the Overall Property to its terms.

3. Binding on Overall Property Including Park Parcel. The terms of this Declaration shall bind and inure to the benefit of the Overall Property, notwithstanding that the Park Parcel may be subsequently acquired by the Village; to further clarify, the terms of this Declaration shall inure to the benefit of Declarant's successor owners of the Adjoining Area, but not to potential successor owners of the Park Parcel since, pursuant to the terms of the Deed (as defined below), the Village will not have the right to convey the Park Parcel to a third party after it acquires it.

4. Site Plan Further Amendments. The Overall Property is in the process of being developed in substantial accordance with the Site Plan (which development includes less construction than the permitted FAR). Declarant and it successors, as owners of the Adjoining Area, shall have the right to further improve the Adjoining Area from time to time in the future in compliance with the Code and other applicable legal requirements of general application imposed by the Village in its municipal/governmental capacity. In that respect, subsequently to its conveyance to the Village, the Park Parcel shall remain part of the Site Plan through this Declaration, and shall be included along with the Adjoining Area for purposes of determining the Adjoining Area's compliance with the requirements of the Code, including, but not limited to, the requirements of floor area ratio, net lot area, open space, landscaping, lot coverage and any other requirement or criteria imposed by the Code and affecting the Adjoining Area from time to time, or any other law, rule or regulation now or hereinafter enacted which is applicable to the currently existing or future improvements on the Adjoining Area, and the construction, operation, maintenance, implementation and development of the Adjoining Area, and any future modifications to the Site Plan by the owner of the Adjoining Area. Further, except as required or appropriate in order for Grantee to make improvements for park and recreation use, all development rights appurtenant to the Park Parcel shall be retained in perpetuity by the owner(s) of the Adjoining Area. The Village, in its capacity as beneficiary of the Easement over, or future owner of, the Park Parcel (but not in its governmental capacity) permanently waives any right to object to any such future Site Plan changes by the owner of the Adjoining Area which will not directly and materially affect the use of the Park Parcel for its sole intended purpose, to wit, as a, public park. In order to further develop the Park Parcel for public park purposes and uses ancillary to its operation and use as a public park, the Village shall have the right to amend portions of the Site Plan which affect the Park Parcel only and do not affect the Adjoining Area. Neither the owner of the Adjoining Area nor the owner of the Park Parcel shall be required by the Village to join in, or consent to, any application filed by the other owner for a Site Plan modification (whether to be granted administratively or after a public hearing) which is consistent with the terms of this Declaration. Notwithstanding the foregoing, if the Village requires that both the owner of the Adjoining Area and the owner of the Park Parcel join in, or consent to, any request or application to amend the Site Plan, the non-requesting owner shall do so promptly, on demand from the other

requesting owner (without such joinder or consent being deemed an approval of the merits of the application by the non-requesting owner).

5. No Cross-Easements, Etc. Notwithstanding any contrary provisions of the Code, the Overall Property (i.e., the Adjoining Area to be retained by Declarant and the Park Parcel, whether while subject to the Easement or after its acquisition by the Village) shall be treated for purposes of the Site Plan as one parcel of property, notwithstanding that because the Adjoining Area and Park Parcel are not intended to be operated as one "development" they will function essentially independently for all purposes; further,

a. Declarant will not form a "master association" since it would serve no purpose;

b. The Overall Property will not contain any of the following components or elements serving both portions (the Adjoining Area and Park Parcel):

i. common areas or common expenses;

ii. easements or cross-easements for access, utilities or otherwise, except only that to the extent that any wall separating the Adjoining Area and Park Parcel or underground structural elements (such as footings), or minor encroachments, as located at the time of the Second TA, may be retained indefinitely and replaced for as long as such encroachments do not materially and adversely affect the use of the Park Parcel as a public park; and

c. Declarant and the Village will not enter into an Easement and Operating Agreement.

6. Retention of Stormwater within Park Parcel. The Village acknowledges that grading and drainage of the Park Parcel is included in DERM ERP Permit No. 13-06454-P (the "Permit") and must be constructed in substantial conformance with the Permit. Any deviations from the approved plans for the Permit will required a revision of the Permit, which may not occur without the consent of the owner of the Adjoining Area (in its sole discretion). To further elaborate, the plans for the Permit contemplate that all stormwater which may accumulate on the Park Parcel will be maintained within the Park Parcel with dry retention areas and grading. Perimeter walls have been installed on the boundary of the Adjoining Area and the Park Parcel, and the park grades must slope away from such wall and the Adjoining Area since the perimeter walls are not watertight.

7. Special Warranty Deed Provisions. The form of Special Warranty Deed ("Deed") attached as Exhibit "C" to the "Agreement for Sale and Purchase of Real Property" (which Agreement itself is Exhibit "D" to the Easement), contains a number of restrictions, conditions and a "reverter clause", all in favor of the Company and its successors owners of the Adjoining Area. Nothing in this Declaration is intended to, or shall affect the obligations of the Village, or the rights of the Company or its successors, under the terms of the Deed (as executed, delivered and recorded subsequent to the execution, delivery and recording of this Declaration upon the Village's purchase of the Park Parcel).

8. Park Naming and Other Provisions. The required "park naming" (Section 4) of the First TA and other surviving provisions (e.g., Section 5(d)) of the First TA), of the Easement

or First TA which, by their terms, are intended to survive the conveyance of the Park Parcel are not superseded or affected by this Declaration.

9. Term. This Declaration shall be in effect for a period of thirty (30) years from the date it is recorded in the Public Records of Miami-Dade County, after which time it shall be extended automatically for successive periods of ten (10) years unless released in writing by all of the owners of the Adjoining Area and the Village, upon the demonstration and finding that this Declaration is no longer needed for the purposes intended.

10. Amendments. This Declaration may not be amended except by a writing executed or consented to by the owner(s) from time to time of the Adjoining Area and the Village.

11. Enforcement. Enforcement of the terms of this Declaration shall be by action in law or equity with costs and reasonable attorney's fees to the prevailing party.

12. Entire Agreement. This Declaration and the other prior and future documents, instruments and agreements referenced in this Declaration together contain (or will contain) the entire understanding and agreement of the Parties with respect to the subject matters hereof and thereof. In the event of any inconsistency between the terms of this Declaration and any of the terms of any such other document, instrument, or agreement referenced in this Declaration, whether previously or hereafter executed, the terms of this Declaration shall govern.

13. Variation in Terms. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, or neuter, singular or plural, as the identity of the person or persons or entity or entities may require.

14. Interpretation. All Section headings herein are for convenience of reference only and are not part of this Agreement, and no construction or inference shall be derived therefrom. This Agreement shall be deemed to have been prepared by both Parties jointly and the terms hereof shall not be more favorably or unfavorably construed for or against either Party by reason of the preparation thereof.

15. Governing Law. This Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida.

16. Severability. The invalidity or unenforceability of any provision of this Declaration will not affect the validity or enforceability of the remainder of this Declaration. To the extent permitted by applicable law, each Party waives any provision of applicable law that renders any provision of this Agreement prohibited or unenforceable in any respect. If any provision of this Declaration is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the Parties to the fullest extent possible.

In Witness whereof the Company has executed and delivered this Declaration and the Village has approved it and consented thereto as of the date first above written.

***Signature Pages Follow***

**SOUTH MOTOR COMPANY OF DADE COUNTY**, a Florida corporation
(Declarant)

By: _____
Name: Ricardo Lujan
Title: Vice President of Finance

Executed: _____, 2022

**STATE OF FLORIDA** )
)**SS:**
**COUNTY OF MIAMI-DADE** )

The foregoing instrument was acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2022, by Ricardo Lujan, as Vice President of Finance of **South Motor Company of Dade County**, a Florida corporation, on behalf of the corporation. He is ☐ personally known to me or has ☐ produced _____as identification.

[Notary Seal]

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
Commission Expires: _____

Consented to and approved as of the date first above written:

**VILLAGE OF PALMETTO BAY**, a Florida municipal corporation

By: _____
Name: _____
Title: _____

Executed: _____, 2022

**STATE OF FLORIDA** )
)**SS:**
**COUNTY OF MIAMI-DADE** )

The foregoing instrument was acknowledge before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2022, by _____, as _____ of **Village of Palmetto Bay**, a Florida municipal corporation, on behalf of the corporation. He/She is ☐ personally known to me or has ☐ produced _____as identification.

[Notary Seal]

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
Commission Expires: _____

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:**

By: _____
Name: _____
Title: _____

**AGENDA ITEM NO. 14.B**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; FORMALLY ADOPTING THE 2023 PARKS MASTER PLAN AS PRESENTED BY BERMELLO, AJAMIL AND PARTNERS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)* |

**SUGGESTED ACTION:**

**ATTACHMENTS:**

Memo- 2023 Parks Master Plan Adoption.doc
Reso- 2023 Parks Master Plan.doc
2023-07-03 Palmetto Bay Parks Master Plan COST OPINION (1).pdf
2023-07-19 Palmetto Bay Parks Master Plan FULL BOOK reduced.pdf

To: Honorable Mayor and Village Council

Date: September 11, 2023

From: Nick Marano, Village Manager

Re: 2023 Parks Master Plan

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; FORMALLY ADOPTING THE 2023 PARKS MASTER PLAN AS PRESENTED BY BERMELLO, AJAMIL AND PARTNERS; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

**BACKGROUND AND ANALYSIS:**

The Village of Palmetto Bay's first Parks Master Plan was adopted in 2008, and to date the majority of its recommendations have been completed. Industry standards dictate a revised and/or updated master plan periodically in order for the plan to reflect current standards and opportunities. It is the Mayor and Council desires to effectuate growth and enhancement within the Village's highly rated park system for the continued use and enjoyment of its residents. Through extensive public outreach during the past year, the Parks and Recreation Department in coordination with Bermello, Ajamil and Partners have identified the recreational needs and wants of our community. The newly developed Parks Master Plan will serve as the guide/roadmap for the next ten to fifteen years and is in-effect a living document which may be amended accordingly, and as may be expanded with the acquisition of additional park property.

It is recommended that the 2023 Parks Master Plan, as presented and prepared by Bermello, Ajamil and Partners, be officially adopted/approved by the Village Council.

**FISCAL/BUDGETARY IMPACT:**
FY 21' – 22' budget allocation in the amount of $119,000 for professional consultant services for development of the Parks Master Plan, approved via resolution # 2021-96.

**RECOMMENDATION:**
Approval is recommended.

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; FORMALLY ADOPTING THE 2023 PARKS MASTER PLAN AS PRESENTED BY BERMELLO, AHAMIL AND PARTNERS; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

**WHEREAS**, the Village of Palmetto Bay's first Parks Master Plan was adopted in 2008, and to date the majority of its recommendations have been completed; and

**WHEREAS,** industry standard dictate a revised and/or updated master plan periodically in order for the plan to reflect current standards and opportunities; and

**WHEREAS,** Mayor and Council desires to effectuate growth and enhancement within the Village's highly rated park system for the continued use and enjoyment of its residents; and

**WHEREAS**, through extensive public outreach during the past year, the Parks and Recreation Department in coordination with Bermello Ajamil and Partners have identified the recreational needs and wants of our community; and

**WHEREAS**, the newly developed Parks Master Plan will serve as the guide/roadmap for the next ten to fifteen years; and

**WHEREAS**, it is recommended that the 2023 Parks Master Plan, as presented and prepared by Bermello Ajamil and Partners, be officially adopted/approved by the Village Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The Village Council hereby approves and formally adopts the 2023 Parks Master Plan as presented by Bermello, Ajamil and Partners. .

**Section 2**. The Village Manager is hereby authorized to use this document as a guide and/or roadmap for the enhancement of park and recreation amenities and opportunities as desired by the Village of Palmetto Bay citizenry. .

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED** and **ADOPTED** this ___ day of September, 2023.

Attest:

_____ _____
Missy Arocha Karyn Cunningham
Village Clerk Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

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# VILLAGE OF PALMETTO BAY PARKS MASTER PLAN

## PRELIMINARY OPINION OF COSTS

JULY, 2023

# A. INTRODUCTION

The Preliminary Cost Opinions prepared for the park improvements recommended as part of the Master Plan are derived from broad conceptual diagrams. Based on these conceptual ideas, the amounts presented in this document represent the best opinions of construction costs at the time of report publishing. The implementation of these recommended improvements may occur over the course of years, up to ten years or longer. With a typically varied implementation horizon, the timeline implies substantial potential cost escalations. Without more detailed design drawings, substantial cost variations may occur once a commitment is made to implement each project. These escalations may also be attributed to increased scope during more detailed design or cost increases due to outside factors such as inflation, or unforeseen events. These unknowns may have detrimental effects on the implementation of individual projects.

For these reasons, it is highly recommended that the Village conduct more detailed concept development, including the preparation of up to 30% Construction Documents and a detailed cost estimate, when the time comes to secure funding for these projects. By taking these steps, the Village may be ensured that the proposed improvements are feasible and the funds sought reflect a project cost accurately representing the most current economic conditions and market forces. It is important to note that this early investment in the preliminary CDs are not a lost cost, as these drawings will be developed further throughout the construction documentation process.

# B. FUNDING OPPORTUNITIES AND CONSIDERATIONS

In the Master Plan, Section 2.11 Funding and Sources, a summary of park funding techniques for Florida Municipalities are provided in general. The following includes some additional considerations for the more common funding sources.

It's important for the Village to carefully consider the potential negatives alongside the benefits when deciding on the financing approach for park master plan projects. Exploring alternative funding sources and engaging in comprehensive financial planning can help mitigate some of these challenges.

## General Funds

Municipalities often consider utilizing the general fund to finance the construction of Master Plan identified park improvements projects. While this approach offers several advantages, it also presents potential drawbacks.

One significant benefit of financing park master plan projects from the general fund is the stability and predictability of funding. The general fund consists of revenue from various sources, providing a consistent and reliable source of financial support. This enables the Village to allocate funds consistently over time, ensuring ongoing support for the park Master Plan initiatives.

One notable drawback of financing park projects from the general fund is the competition with other Village priorities. The general fund is often allocated for various essential needs such as public safety, education, and infrastructure. Prioritizing park projects might divert funds from these crucial areas, potentially leading to conflicts and trade-offs between Village departments. Financing park projects solely from the general fund may need more support regarding available funds. As a result, the implementation of park Master Plan projects could experience delays or incomplete execution due to insufficient funding.

It is worth noting that the decision to finance park master plan projects from the general fund depends on the Village's specific circumstances and priorities. Alternative funding sources, such as bonds, grants, or public-private partnerships, may also be considered depending on the availability of resources and the desired timeline for implementation.

### Grants

Grants provide an additional source of funding for Park Master Plan projects. Grants provide additional financial resources, expertise, and collaborative opportunities, and they also come with competitive application processes, funding restrictions, and administrative responsibilities. The Vilalge must carefully evaluate the benefits and drawbacks of financing Park Master Plan projects with grants and consider a diversified funding approach that aligns with the project's goals and long-term sustainability.

Grants often target specific areas or objectives, such as environmental conservation, community engagement, or infrastructure improvement. Grants can foster stakeholder collaboration, including government agencies, nonprofits, and community organizations. Applying for grants often requires partnerships and cooperation, leading to a broader network of supporters and potential project collaborators. Grant-funded projects are often perceived as credible and well-supported, which can enhance community buy-in and overall project success.

Securing grants depends on the availability of funding opportunities and the Village's eligibility to receive them. Changes in grant-making priorities, economic conditions, or political factors can impact the availability and accessibility of grants. Relying solely on grants for funding Park Master Plan projects may introduce uncertainty and potential delays in project implementation.

### Bond Referendum

A bond referendum is a financial tool that enables municipalities to raise substantial funds for public projects, including park improvements and recreational facility enhancements. This approach offers several advantages:

Firstly, a bond referendum provides an immediate influx of capital, eliminating financial bottlenecks and allowing the Village of Palmetto Bay to proceed with the Master Plan's execution smoothly. With available funds, project implementation becomes more manageable, resulting in quicker completion and increased community benefits.

Secondly, a bond referendum represents a democratic mechanism for financial decision-making. It empowers constituents to have a direct say in determining fiscal priorities, fostering civic engagement, and legitimizing the allocation of public funds.

It is important to acknowledge the long-term financial commitments associated with bond issuance. Bonds come with a multi-year repayment obligation that impacts the Village's fiscal flexibility. Moreover, servicing these debts may require adjustments to property taxes, which might only be agreeable to some constituents.

Community engagement and education are vital in garnering support for bond referendums. Transparent communication about the bond process, the necessity of improvements, and the economic impact on taxpayers are essential to secure voter approval.

Transparency in fund utilization is another crucial factor. Residents want assurance that their funds will be allocated responsibly. Clearly

outlined plans, accurate cost breakdowns, and transparent timelines can build public trust.

A bond referendum presents a promising avenue for achieving the Village's goals, offering a feasible financial solution and a platform for civic participation. With careful planning, transparent communication, and attention to market conditions, theVillage can utilize a bond referendum to turn the Master Plan into reality.

## C. IMPLEMENTATION TIMELINE CRITERIA

The preliminary cost opinion provides individual park amenity investment costs; a phased investment cost identifies projects that are Early-Action with a period of one to three years; Mid-Term projects where the period for implementation is from four to six years; and Long-Term projects where the period for implementation is from seven to twelve years.

In categorizing the project amenity timeframe, the implementation period recognizes the required investments, the project design and implementation timeline, the impacts of phasing on other park amenities, and the community support for early, midterm, and long-term implementation.

The Parks Master Plan projects vary in complexity, duration, and objectives, requiring different strategies and approaches for successful execution. Selection criteria are established to evaluate and prioritize projects based on factors to consider when determining which projects to pursue within each category. By employing these criteria, the Master Plan process makes informed choices that optimize resources, address urgent needs, and contribute to long-term success.

### Criteria for the Selection of Early Action Projects:

- **Community Impacts and Visibility:** The Early Action projects create measurable and meaningful impacts that show commitment from the Village to implement the Master Plan projects.
- **Meet Immediate Needs:** Early action project selection criteria address immediate needs. These investments focus on high-priority areas that have the potential to generate significant positive impact.
- **Timely and Feasible Investment:** Early Action project selection is based on projects that are feasible to implement within a reasonable timeframe because of the associated cost and complexity. The projects are limited in scope and have defined objectives. Additionally, because of their limited investment, resources may be available to ensure prompt execution and deliver results in a timely manner.
- **Stakeholder Engagement:** The involvement and support of key stakeholders and community members are crucial for the success of Early Action Projects. Early Action projects that actively engage and involve stakeholders are more likely to gain support, resources, and collaboration for the financing and implementation of other larger projects.

### Criteria for the selection of Mid-Term Projects:

- **More Resource Intensive:** Consideration should be given to the resources required to implement mid-term projects. This includes financial resources, human capital, technology, infrastructure, and partnerships necessary for successful execution.
- **More Complex to Develop:** Consideration was given to the complexity of project development, including the generation of

design and engineering drawings that require a longer timeline to prepare and permit. Additionally, the Mid-Term projects require a longer time frame for community consensus building.

Criteria for the selection of Long-Term Projects:

- **Institutional Support:** Projects that require more complex outreach and institutional commitment were categorized as Long-Term projects. The commitment of key stakeholders, such as the Village Elected Officials and the community, is crucial for successfully implementing Long-Term projects.
- **Substantial Resources:** Projects requiring large financial resources are categorized as Long-Term projects.
- **Technically Challenging:** Projects that require a higher level of technical involvement that translates into longer periods for implementation were categorized as Long-Term projects.

## D. PRELIMINARY COST OPINIONS BY PARK

On the following Pages (3-12), a prelminary opinion of probable costs, at the time of report publishing, are provided for the parks covered in Chapter 2 of the Master Plan. See Page 13 for a full summarized breakdown separated into implementation horizon categories.

| PALMETTO BAY PARK | | | | | | | |
|---|---|---|---|---|---|---|---|
| CATEGORY/COST COMPONENT | UNIT | AMOUNT | UNIT COST | TOTAL COST | IMPLENTATION HORIZON | | |
| | | | | | EARLY ACTION | MID-TERM | LONG-TERM |
| **NORTH END IMPROVEMENTS** | | | | | | | |
| **Park Boulevard Interior Access Road** | | | | | | | |
| Access Road (includes new concrete roadway, grading, curbing and lighting) | LF | 100 | $ 650.00 | $ 65,000.00 | | $ 65,000.00 | |
| West Side Fence | LF | 840 | $ 45.00 | $ 37,800.00 | | $ 37,800.00 | |
| Entrance Feature at the Intersection of Park Blvd. and SW 178th Street | Unit | 1 | $ 35,000.00 | $ 35,000.00 | | $ 35,000.00 | |
| **North End Golf Cart Access** | | | | | | | |
| Golf Cart Access (East) | Unit | 1 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | | |
| Golf Cart Access (North) | Unit | 1 | $ 20,000.00 | $ 20,000.00 | $ 20,000.00 | | |
| Expanded and Reconstructed Basketball Courts | SF | 5,500 | $ 20.00 | $ 110,000.00 | $ 110,000.00 | | |
| Skate Park Improvements | SF | 14,000 | $ 15.00 | $ 210,000.00 | $ 210,000.00 | | |
| **Playground Area** | | | | | | | |
| New Splash Pad | Unit | 1 | $ 450,000.00 | $ 450,000.00 | | | $ 450,000.00 |
| Redesign and Construct Playground | SF | 43,000 | $ 45.00 | $ 1,935,000.00 | | $ 1,935,000.00 | |
| Parking Lot Expansion | Unit | 24 | $ 6,000.00 | $ 144,000.00 | $ 144,000.00 | | |
| Expanded Recreation Building/Community Facility Building (Indoor Gymnasium | SF | 10,000 | $ 550.00 | $ 5,500,000.00 | | | $ 5,500,000.00 |
| **SOUTH END IMPROVEMENTS** | | | | | | | |
| Pine Tree Preserve | SF | 20,000 | $ 6.00 | $ 120,000.00 | $ 120,000.00 | | |
| Labyrinth/Sensory Garden | SF | 12,000 | $ 17.00 | $ 204,000.00 | $ 204,000.00 | | |
| New Dog Park | SF | 5,000 | $ 40.00 | $ 200,000.00 | | $ 200,000.00 | |
| Shared Storage Area | SF | 5,000 | $ 100.00 | $ 500,000.00 | | $ 500,000.00 | |
| Outdoor Exercise Stations | Unit | 7 | $ 10,800.00 | $ 75,600.00 | $ 75,600.00 | | |
| **OVERALL SITE IMPROVEMENTS** | | | | | | | |
| Enhanced Landscaping | Allowance | 1 | $ 100,000.00 | $ 100,000.00 | $ 100,000.00 | | |
| New Decorative Fence | LF | 2,500 | $ 45.00 | $ 112,500.00 | $ 112,500.00 | | |
| Repaired Walkways | LF | 800 | $ 107.00 | $ 85,600.00 | $ 85,600.00 | | |
| **Direct Costs (Subtotal):** | | | | $ 9,924,500.00 | $ 1,201,700.00 | $ 2,772,800.00 | $ 5,950,000.00 |
| **A&E** | **10.00%** | | | $ 992,450.00 | $ 120,170.00 | $ 277,280.00 | $ 595,000.00 |
| **General Conditions/General Req't** | **10.00%** | | | $ 992,450.00 | $ 120,170.00 | $ 277,280.00 | $ 595,000.00 |
| **Insurance and Bonding** | **3.50%** | | | $ 347,357.50 | $ 42,059.50 | $ 97,048.00 | $ 208,250.00 |
| **Overhead and Profit** | **15.00%** | | | $ 1,488,675.00 | $ 180,255.00 | $ 415,920.00 | $ 892,500.00 |
| **Direct and Indirect Costs (Subtotal)** | | | | $ 13,745,432.50 | $ 1,664,354.50 | $ 3,840,328.00 | $ 8,240,750.00 |
| **Cost Estimate Contingency** | **25.00%** | | | $ 3,436,358.13 | $ 416,088.63 | $ 960,082.00 | $ 2,060,187.50 |
| **Total Construction Costs (June, 2023)** | | | | $ 17,181,790.63 | $ 2,080,443.13 | $ 4,800,410.00 | $ 10,300,937.50 |

| PICKLEBALL CENTER | | | | | | | |
|---|---|---|---|---|---|---|---|
| CATEGORY/COST COMPONENT | UNIT | AMOUNT | UNIT COST | TOTAL COST | IMPLENTATION HORIZON | | |
| | | | | | EARLY ACTION | MID-TERM | LONG-TERM |
| Parking Area (New Construction) | SF | 14,300 | $ 20.00 | $ 286,000.00 | $ 286,000.00 | | |
| Pickleball Courts | Unit | 8 | $ 38,500.00 | $ 308,000.00 | $ 308,000.00 | | |
| Pavilions | SF | 800 | $ 180.00 | $ 144,000.00 | | | $ 144,000.00 |
| Bathroom Building | SF | 600 | $ 450.00 | $ 270,000.00 | | | $ 270,000.00 |
| Plaza | SF | 2,900 | $ 46.00 | $ 133,400.00 | $ 133,400.00 | | |
| Landscape Area | SF | 12,000 | $ 8.00 | $ 96,000.00 | | | $ 96,000.00 |
| Entrance Signage | Allowance | 1 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | | |
| **Direct Costs (Subtotal):** | | | | $ 1,252,400.00 | $ 742,400.00 | $ - | $ 510,000.00 |
| **A&E** | **10.00%** | | | $ 125,240.00 | $ 74,240.00 | $ - | $ 51,000.00 |
| **General Conditions/General Req't** | **10.00%** | | | $ 125,240.00 | $ 74,240.00 | $ - | $ 51,000.00 |
| **Insurance and Bonding** | **3.50%** | | | $ 43,834.00 | $ 25,984.00 | $ - | $ 17,850.00 |
| **Overhead and Profit** | **15.00%** | | | $ 187,860.00 | $ 111,360.00 | $ - | $ 76,500.00 |
| **Direct and Indirect Costs (Subtotal)** | | | | $ 1,734,574.00 | $ 1,028,224.00 | $ - | $ 706,350.00 |
| **Cost Estimate Contingency** | **25.00%** | | | $ 433,643.50 | $ 257,056.00 | $ - | $ 176,587.50 |
| **Total Construction Costs (June, 2023)** | | | | $ 2,168,217.50 | $ 1,285,280.00 | $ - | $ 882,937.50 |

| CORAL REEF PARK | | | | | | | |
|---|---|---|---|---|---|---|---|
| CATEGORY/COST COMPONENT | UNIT | AMOUNT | UNIT COST | TOTAL COST | IMPLENTATION HORIZON | | |
| | | | | | EARLY ACTION | MID-TERM | LONG-TERM |
| **WEST END IMPROVEMENTS** | | | | | | | |
| Multi-Purpose Building/Tennis Shop | SF | 5,000 | $ 1,000.00 | $ 5,000,000.00 | $ 5,000,000.00 | | |
| Covered Pedestrian Connection from the Community Building to the Concessions Building | SF | 8,000 | $ 80.00 | $ 640,000.00 | | | $ 640,000.00 |
| Long-Term Gymnasium Construction Option | SF | 10,000 | $ 450.00 | $ 4,500,000.00 | | | $ 4,500,000.00 |
| Expanded Playground | SF | 26,320 | $ 80.00 | $ 2,105,600.00 | | $ 2,105,600.00 | |
| Enahnaced Tennis/Pickleball Facility | SF | 7,262 | $ 50.00 | $ 363,100.00 | $ 363,100.00 | | |
| **Committed Funding (General)** | | | | $ (5,000,000.00) | $ (5,000,000.00) | | |
| **EAST END IMPROVEMENTS** | | | | | | | |
| Additional Volleyball Courts | SF | 11,250 | $ 15.00 | $ 168,750.00 | $ 168,750.00 | | |
| Frisbee Disco Golf | Unit | 7 | $ 3,500.00 | $ 24,500.00 | | | $ 24,500.00 |
| Canal Water Feature | Unit | 1 | $ 15,000.00 | $ 15,000.00 | | $ 15,000.00 | |
| Canoe Launch/Paddle Boats/Storage | Unit | 1 | $ 45,000.00 | $ 45,000.00 | $ 45,000.00 | | |
| Police Dock in C-100 Canal | SF | 1,800 | $ 100.00 | $ 180,000.00 | $ 180,000.00 | | |
| **Direct Costs (Subtotal):** | | | | $ 8,041,950.00 | $ 756,850.00 | $ 2,120,600.00 | $ 5,164,500.00 |
| **A&E** | **10.00%** | | | $ 804,195.00 | $ 75,685.00 | $ 212,060.00 | $ 516,450.00 |
| **General Conditions/General Req't** | **10.00%** | | | $ 804,195.00 | $ 75,685.00 | $ 212,060.00 | $ 516,450.00 |
| **Insurance and Bonding** | **3.50%** | | | $ 281,468.25 | $ 26,489.75 | $ 74,221.00 | $ 180,757.50 |
| **Overhead and Profit** | **15.00%** | | | $ 1,206,292.50 | $ 113,527.50 | $ 318,090.00 | $ 774,675.00 |
| **Direct and Indirect Costs (Subtotal)** | | | | $ 11,138,100.75 | $ 1,048,237.25 | $ 2,937,031.00 | $ 7,152,832.50 |
| **Cost Estimate Contingency** | **25.00%** | | | $ 2,784,525.19 | $ 262,059.31 | $ 734,257.75 | $ 1,788,208.13 |
| **Total Construction Costs (June, 2023)** | | | | $ 13,922,625.94 | $ 1,310,296.56 | $ 3,671,288.75 | $ 8,941,040.63 |

| THALATTA ESTATES PARK | | | | | | | |
|---|---|---|---|---|---|---|---|
| CATEGORY/COST COMPONENT | UNIT | AMOUNT | UNIT COST | TOTAL COST | IMPLENTATION HORIZON | | |
| | | | | | EARLY ACTION | MID-TERM | LONG-TERM |
| Walkway along Canal | SF | 2,400 | $ 60.00 | $ 144,000.00 | $ 144,000.00 | | |
| New Pedestrian Bridge | SF | 1,000 | $ 2,000.00 | $ 2,000,000.00 | | | $ 2,000,000.00 |
| Pier- Projecting into the Bay | Unit | 1 | $ 2,000,000.00 | $ 2,000,000.00 | | | $ 2,000,000.00 |
| Wedding and Special Events Stage | SF | 600 | $ 100.00 | $ 60,000.00 | $ 60,000.00 | | |
| Covered Rental Space | SF | 2,200 | $ 450.00 | $ 990,000.00 | | $ 990,000.00 | |
| **Direct Costs (Subtotal):** | | | | $ 5,194,000.00 | $ 204,000.00 | $ 990,000.00 | $ 4,000,000.00 |
| **A&E** | **10.00%** | | | $ 519,400.00 | $ 20,400.00 | $ 99,000.00 | $ 400,000.00 |
| **General Conditions/General Req't** | **10.00%** | | | $ 519,400.00 | $ 20,400.00 | $ 99,000.00 | $ 400,000.00 |
| **Insurance and Bonding** | **3.50%** | | | $ 181,790.00 | $ 7,140.00 | $ 34,650.00 | $ 140,000.00 |
| **Overhead and Profit** | **15.00%** | | | $ 779,100.00 | $ 30,600.00 | $ 148,500.00 | $ 600,000.00 |
| **Direct and Indirect Costs (Subtotal)** | | | | $ 7,193,690.00 | $ 282,540.00 | $ 1,371,150.00 | $ 5,540,000.00 |
| **Cost Estimate Contingency** | **25.00%** | | | $ 1,798,422.50 | $ 70,635.00 | $ 342,787.50 | $ 1,385,000.00 |
| **Total Construction Costs (June, 2023)** | | | | $ 8,992,112.50 | $ 353,175.00 | $ 1,713,937.50 | $ 6,925,000.00 |

| PERRINE WAYSIDE DOG PARK | | | | | | | |
|---|---|---|---|---|---|---|---|
| CATEGORY/COST COMPONENT | UNIT | AMOUNT | UNIT COST | TOTAL COST | IMPLENTATION HORIZON | | |
| | | | | | EARLY ACTION | MID-TERM | LONG-TERM |
| Lakeside Contoured Slope | SF | 2,000 | $ 80.00 | $ 160,000.00 | $ 160,000.00 | | |
| Seating Areas | Unit | 8 | $ 3,000.00 | $ 24,000.00 | | $ 24,000.00 | |
| ADA Bathroom Improvments with Grooming | SF | 600 | $ 450.00 | $ 270,000.00 | | $ 270,000.00 | |
| Improved Walkways | LF | 960 | $ 20.00 | $ 19,200.00 | | $ 19,200.00 | |
| **Direct Costs (Subtotal):** | | | | $ 473,200.00 | $ 160,000.00 | $ 313,200.00 | $ - |
| **A&E** | **10.00%** | | | $ 47,320.00 | $ 16,000.00 | $ 31,320.00 | $ - |
| **General Conditions/General Req't** | **10.00%** | | | $ 47,320.00 | $ 16,000.00 | $ 31,320.00 | $ - |
| **Insurance and Bonding** | **3.50%** | | | $ 16,562.00 | $ 5,600.00 | $ 10,962.00 | $ - |
| **Overhead and Profit** | **15.00%** | | | $ 70,980.00 | $ 24,000.00 | $ 46,980.00 | $ - |
| **Direct and Indirect Costs (Subtotal)** | | | | $ 655,382.00 | $ 221,600.00 | $ 433,782.00 | $ - |
| **Cost Estimate Contingency** | **25.00%** | | | $ 163,845.50 | $ 55,400.00 | $ 108,445.50 | $ - |
| **Total Construction Costs (June, 2023)** | | | | $ 819,227.50 | $ 277,000.00 | $ 542,227.50 | $ - |

| PERRINE COMMUNITY HOUSE | | | | | | | |
|---|---|---|---|---|---|---|---|
| CATEGORY/COST COMPONENT | UNIT | AMOUNT | UNIT COST | TOTAL COST | IMPLENTATION HORIZON | | |
| | | | | | EARLY ACTION | MID-TERM | LONG-TERM |
| New Impact Resistant Windows | Unit | 14 | $ 2,500.00 | $ 35,000.00 | | $ 35,000.00 | |
| Direct Costs (Subtotal): | | | | $ 35,000.00 | $ - | $ 35,000.00 | $ - |
| A&E | 10.00% | | | $ 3,500.00 | $ - | $ 3,500.00 | $ - |
| General Conditions/General Req't | 10.00% | | | $ 3,500.00 | $ - | $ 3,500.00 | $ - |
| Insurance and Bonding | 3.50% | | | $ 1,225.00 | $ - | $ 1,225.00 | $ - |
| Overhead and Profit | 15.00% | | | $ 5,250.00 | $ - | $ 5,250.00 | $ - |
| Direct and Indirect Costs (Subtotal) | | | | $ 48,475.00 | $ - | $ 48,475.00 | $ - |
| Cost Estimate Contingency | 25.00% | | | $ 12,118.75 | $ - | $ 12,118.75 | $ - |
| Total Construction Costs (June, 2023) | | | | $ 60,593.75 | $ - | $ 60,593.75 | $ - |

| LUDOVICI PARK | | | | | | | |
|---|---|---|---|---|---|---|---|
| CATEGORY/COST COMPONENT | UNIT | AMOUNT | UNIT COST | TOTAL COST | IMPLENTATION HORIZON | | |
| | | | | | EARLY ACTION | MID-TERM | LONG-TERM |
| ADA Bathroom- 2nd Floor | Unit | 1 | $ 30,000.00 | $ 30,000.00 | | $ 30,000.00 | |
| Elevator Improvements | Unit | 1 | $ 60,000.00 | $ 60,000.00 | | $ 60,000.00 | |
| Planter Wall Barrier | LF | 100 | $ 150.00 | $ 15,000.00 | $ 15,000.00 | | |
| Chain Link Fence at Rear of Proprerty | LF | 300 | $ 20.00 | $ 6,000.00 | $ 6,000.00 | | |
| **Direct Costs (Subtotal):** | | | | $ 111,000.00 | $ 21,000.00 | $ 90,000.00 | $ - |
| **A&E** | **10.00%** | | | $ 11,100.00 | $ 2,100.00 | $ 9,000.00 | $ - |
| **General Conditions/General Req't** | **10.00%** | | | $ 11,100.00 | $ 2,100.00 | $ 9,000.00 | $ - |
| **Insurance and Bonding** | **3.50%** | | | $ 3,885.00 | $ 735.00 | $ 3,150.00 | $ - |
| **Overhead and Profit** | **15.00%** | | | $ 16,650.00 | $ 3,150.00 | $ 13,500.00 | $ - |
| **Direct and Indirect Costs (Subtotal)** | | | | $ 153,735.00 | $ 29,085.00 | $ 124,650.00 | $ - |
| **Cost Estimate Contingency** | **25.00%** | | | $ 38,433.75 | $ 7,271.25 | $ 31,162.50 | $ - |
| **Total Construction Costs (June, 2023)** | | | | $ 192,168.75 | $ 36,356.25 | $ 155,812.50 | $ - |

| WASD POCKET PARK | | | | | | | |
|---|---|---|---|---|---|---|---|
| CATEGORY/COST COMPONENT | UNIT | AMOUNT | UNIT COST | TOTAL COST | IMPLENTATION HORIZON | | |
| | | | | | EARLY ACTION | MID-TERM | LONG-TERM |
| Tot Lot | Unit | 1 | $ 365,000.00 | $ 365,000.00 | | $ 365,000.00 | |
| Park Area Development | SF | 42,000 | $ 20.00 | $ 840,000.00 | | $ 840,000.00 | |
| Direct Costs (Subtotal): | | | | $ 1,205,000.00 | $ - | $ 1,205,000.00 | $ - |
| A&E | 10.00% | | | $ 120,500.00 | $ - | $ 120,500.00 | $ - |
| General Conditions/General Req't | 10.00% | | | $ 120,500.00 | $ - | $ 120,500.00 | $ - |
| Insurance and Bonding | 3.50% | | | $ 42,175.00 | $ - | $ 42,175.00 | $ - |
| Overhead and Profit | 15.00% | | | $ 180,750.00 | $ - | $ 180,750.00 | $ - |
| Direct and Indirect Costs (Subtotal) | | | | $ 1,668,925.00 | $ - | $ 1,668,925.00 | $ - |
| Cost Estimate Contingency | 25.00% | | | $ 417,231.25 | $ - | $ 417,231.25 | $ - |
| Total Construction Costs (June, 2023) | | | | $ 2,086,156.25 | $ - | $ 2,086,156.25 | $ - |

| THE WOODS | | | | | | | |
|---|---|---|---|---|---|---|---|
| CATEGORY/COST COMPONENT | UNIT | AMOUNT | UNIT COST | TOTAL COST | IMPLENTATION HORIZON | | |
| | | | | | EARLY ACTION | MID-TERM | LONG-TERM |
| Removal of Exotics and Clean Up | SF | 1 | $ 410,000.00 | $ 410,000.00 | $ 410,000.00 | | |
| Removal of Exotics and Clean Up | SF | 1 | $ 410,000.00 | $ 410,000.00 | | $ 410,000.00 | |
| Perimeter Walking Path (Gravel) | SF | 19,200 | $ 10.00 | $ 192,000.00 | $ 192,000.00 | | |
| Signage | Allowance | 1 | $ 10,000.00 | $ 10,000.00 | $ 10,000.00 | | |
| Signage | Allowance | 1 | $ 10,000.00 | $ 10,000.00 | | $ 10,000.00 | |
| Waste Receptacles | Unit | 10 | $ 2,000.00 | $ 20,000.00 | $ 20,000.00 | | |
| Seating Areas (Gravel Pad and Bench) | Unit | 10 | $ 3,000.00 | $ 30,000.00 | $ 30,000.00 | | |
| Direct Costs (Subtotal): | | | | $ 1,082,000.00 | $ 662,000.00 | $ 420,000.00 | $ - |
| **Cost Estimate Contingency** | **25.00%** | | | $ 270,500.00 | $ 165,500.00 | $ 105,000.00 | $ - |
| Total Construction Costs (June, 2023) | | | | $ 1,352,500.00 | $ 827,500.00 | $ 525,000.00 | $ - |

| VILLAGE OF PALMETTO BAY PARKS MASTER PLAN | | | | |
|---|---|---|---|---|
| PARK | IMPLENTATION HORIZON | | | |
| | EARLY ACTION | MID-TERM | LONG-TERM | INDIVIDUAL PARK TOTAL |
| Palmetto Bay Park | $ 2,080,443.13 | $ 4,800,410.00 | $ 10,300,937.50 | $ 17,181,790.63 |
| Pickleball Center | $ 1,285,280.00 | $ - | $ 882,937.50 | $ 2,168,217.50 |
| Coral Reef Park | $ 1,310,296.56 | $ 3,671,288.75 | $ 8,941,040.63 | $ 13,922,625.94 |
| Thalatta Estates Park | $ 353,175.00 | $ 1,713,937.50 | $ 6,925,000.00 | $ 8,992,112.50 |
| Perrine Wayside Dog Park | $ 277,000.00 | $ 542,227.50 | $ - | $ 819,227.50 |
| Perrine Community House | $ - | $ 60,593.75 | $ - | $ 60,593.75 |
| Ludovici Park | $ 36,356.25 | $ 155,812.50 | $ - | $ 192,168.75 |
| WASD Pocket Park | $ - | $ 2,086,156.25 | $ - | $ 2,086,156.25 |
| The Woods | $ 827,500.00 | $ 525,000.00 | $ - | $ 1,352,500.00 |
| **Master Plan Total** | $ 6,170,050.94 | $ 13,555,426.25 | $ 27,049,915.63 | $ 46,775,392.81 |





# VILLAGE OF PALMETTO BAY

## VILLAGEWIDE PARKS MASTER PLAN

**PALMETTO BAY, FLORIDA**

SUMMER 2023

PREPARED BY:

# ACKNOWLEDGMENTS

PREPARED FOR:

PREPARED BY:

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# 1

# INTRODUCTION

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## I. I INTRODUCTION

In 2022, the Village of Palmetto Bay (Village) embarked on the creation of a comprehensive Villagewide Parks and Recreation Master Plan (Plan) to address latent community park and recreation needs and provide the professional framework to improve public recreation and leisure facilities throughout the Village.

The professional team (Team) selected to prepare the Plan was led by Bermello Ajamil & Partners (BA) as the prime consultant. Assisting BA with the development of the detailed plan was Ballard King & Associates (B*K), ETC Institute (ETC), and the Bosch Group (TBG). This document outlines the process utilized to arrive at the Plan and its proposed recommendations.

There are many benefits to creating a Villagewide Parks and Recreation Master Plan. Improvements to the Village's recreation offerings foster the betterment of its children, teens, adults, and seniors. Cross-generational parks and community centers help bring together all age groups and build a sense of place and community.

These master plans are intended to be a community-driven, user-oriented process guided by the professional team's research, analysis, and the collaborative support of Village staff. The process identifies recreation needs, evaluates the available program and physical facility resources, proposes changes and improvements to programs and facilities to meet these needs, and defines a path to implement and finance the future improvements of the full park system.

The process is a highly collaborative one shared amongst the government entity, the community, and the professional team.

The Plan is intended to provide a road map for improving the Village's park and recreation system, with particular emphasis on physical improvements of existing facilities that require updating and expansion. The Plan is a living document that may be improved, elaborated, and amended as conditions vary over time, new influences occur, and more detail is developed for specific park design and their future construction.

The Villagewide Parks and Recreation Master Plan provides an evaluation of existing park conditions, Villagewide and neighborhood park needs, park and recreation development policies, programs, and specific park design where required. As a community-driven plan, it places special emphasis on the identification of neighborhood-specific and Villagewide recreational needs through participation and input from Village residents, elected officials, administration, and parks and recreation staff. Its content reflects the findings of community forums convened to gather citizen preferences and priorities for improving recreation facilities and program offerings along both short- and long-term horizons.

The Plan serves as the basis for future investments in parks and recreation facilities and programs. It supports the pursuit of recreation grant applications and provides a potential capital investment path for implementing the proposed park improvements. These include varied funding sources and future bond referendums.

## GOALS

The Plan is comprised of three overarching thematic goals:

- Improve the Villagewide system of park and recreation amenities to meet the needs of the citizens of the Village of Palmetto Bay
- Provide improvements that enhance the quality of life of all citizens
- Improve the neighborhoods through investments in the Village's park system

## OBJECTIVES

The following specific guiding objectives were established to meet the Plan's goals:

- Identify perceived and real community recreation needs
- Maximize to the greatest extent possible, the use of available recreation lands and facilities resources
- Provide multi-use fields and multi-use spaces in buildings to meet the cross-generational needs of the Palmetto Bay Community
- Provide for the rational and equitable distribution of recreational facilities throughout Palmetto Bay and improve accessibility to said facilities
- Plan park and recreation investments to create the most significant benefit for all citizens of Palmetto Bay while limiting duplication of high-maintenance facilities

## I. 2 PLANNING PROCESS

The Planning Process was organized into seven principle tasks, encompassing the following:

### INITIAL TARGETED COMMUNITY OUTREACH

The process began with an Initial Targeted Community Outreach campaign to present the process and the Team in a more informal venue, while obtaining the initial pulse of the community. One-on-one meetings with elected officials, stakeholders, community leaders, and Village-staff were conducted to understand the community in the initial stages of project development, including the major issues and opportunities for improvement of the park system.

### INVENTORY AND ASSESSMENT

The Inventory and Assessment began with a high-level, thorough understanding of existing conditions, including the identification of issues and the opportunities that present to improve the park system. The Team evaluated park system resources, including physical park conditions, recreation programs and services, their delivery, as well as an assessment of existing funding sources.

### NEEDS ASSESSMENT

The Needs Assessment was comprised of a comprehensive analysis of the existing parks and recreation system. A statistically valid community recreation survey (the Survey) was carried out to help identify recreation and open space needs, both latent and actual. The Survey identified public interests, desires, expectations, and priorities for the future, including the public's willingness to fund expanded programs and services. The ETC Institute, a nationally recognized firm in this field, administered the survey and evaluated its findings. One of the Survey highlights is the Priority Investment Rating (PIR), which identifies the facilities and recreation programs that residents rank as the highest priority for investment. Through a demographic analysis, the Team evaluated the community's composition and identified the distribution of parks and community access to these recreation facilities. Lastly, the Team evaluated any regulatory requirements for recreation Levels-of-Service (LOS) and their relationship to the community, including community recreation trends and preferences.



### SUMMARY OF ISSUES AND OPPORTUNITIES

Upon completion of the first three principle tasks, the Team organized the findings in a Summary of Issues and Opportunities to be considered to improve the park system. The purpose was to ensure buy-in on the issues and opportunities to be addressed. At this juncture, the Team conducted the first community outreach meeting. Through discussions with the Village of Palmetto Bay Parks and Recreation Department, it was determined that three separate meetings would be held across different sectors of the Village to maximize participation.

### MASTER PLAN DEVELOPMENT

The Master Plan Development Phase included formulating physical improvements, recommending new recreation programs or program changes, and other improvements identified through the analysis. The Team closely considered capital and operation costs to avoid false expectations. The Team worked intimately with the Village of Palmetto Bay Parks and Recreation Staff. Upon development of this task, the second community outreach meeting was conducted. In this meeting, the Team presented the proposed improvements and obtained community input. With valid community comments, and through consultations with Village Officials and Staff, a consensus was arrived at for the proposed master plan improvements.

### IMPLEMENTATION PLAN

Without an Implementation Plan, the master plan would be a shelve-bound document. As the master plan moves forward, the Village shall establish the priorities in implementing the recommendations. For more detailed information refer to Chapter 6 for recommendations to improve the delivery of recreation programs and services. In addition, refer to Chapter 7 for the recommendations to improve each park facility and funding sources for these improvements.

### MASTER PLAN DOCUMENT

A comprehensive document guides the future processes and provides documentation for potential future funding solicitations. Finally, once all the master plan elements were accepted, the Team prepared the Master Plan Document to record the process, findings, recommendations, formulated designs, and implementation. At the conclusion of the report, the Team presented the complete master plan to the Village Council for adoption. This presentation concluded the master plan's long collaborative effort.

The master plan is a living document that may be revised or expanded as time progresses. BA and the sub-consultant team will be available to assist the Village in implementing the master plan. Once adopted, a new process will begin for the Village of Palmetto Bay, implementing the recommendations.

## 1. 3 COMMUNITY DRIVEN PUBLIC OUTREACH

The planning process was deliberately framed around the organized collection of community input and comments through area-specific



community/neighborhood outreach campaigns, meetings and Village Council workshops. Three major outreach efforts guided the development of the master plan.

- A statistically valid community survey performed by ETC Institute was distributed to collect a Villagewide perspective on community needs and preferences.
- To maximize community participation workshops were held at Palmer Trinity School, during the evening hours. These meetings were held to obtain community-specific input on recreation facilities/program needs, concerns, and aspirations.
- Village Council workshops were conducted to obtain elected official input to address sector-specific and Villagewide recreational issues and investments. The Village Council workshops were geared to gather input from all sectors and areas of the community and to provide a forum for active discussions with elected officials and Village staff.

Following is a list of elected officials, community workshops/meetings, and public workshops held during the project process:

- **Village of Palmetto Bay Tree Board Meeting (08/18/2022):** The Team conducted an interactive workshop with the Tree Board to discuss issues/opportunities for the future of the parks, and receive input.
- **Village Council One-On-One Meetings (Various):** One-on-one meetings were held between the Team and various Village-staff and other elected-officials. The purpose of these meetings served to provide a check-in on the process, gain focused input and provide updates.
- **Community Workshop Meeting No. 1 (09/30/2022)** The first meeting occurred at the conclusion of the summary of issues and opportunities task. The Team presented and obtained input on the research and the issues and opportunities identified for individual parks within the overall park system.
- **Community Workshop Meeting No. 2 (12/08/2022):** The second meeting occurred once the master plan development options were fully conceived and vetted with staff. The primary intent of the meeting was to obtain buy-in on the preferred concept plans at this meeting.
- **Village Council One-on-One Meetings (Various):** These meetings were held following the second community workshop to review and discuss input received and the proposed improvements for the master plan.
- **Village Council Presentation Meeting No. 3:** The third meeting occurred at the end of the implementation plan task. At this meeting, the Team presented the final master plan. The master plan process was concluded with a final presentation to elected officials for adoption.

Each public workshop was duly advertised to the public for maximum participation

Community driven public engagement outreach shall not end at the Plan's adoption. This coordination shall continue as individual parks are contemplated for design and implementation. Prior to any significant milestone updates, community participation shall be solicited to confirm that the final venue reflect the needs and aspirations of the immediate community and the residents of the Village.

## I. 4 MASTER PLAN SUPPORTING DOCUMENTS

### Village of Palmetto Bay Comprehensive Plan

The adopted (February 2015) Village of Palmetto Bay Comprehensive Plan's "Element No. 7- Recreation and Open Space (ROS)" defines long-term goals, objectives, and policies for the Village parks and recreation system. Goal 7, the guiding goal, states that the Village will "Provide a balanced, multi-purpose system of excellent parks, greenways, and trails that meet and exceed the needs of Palmetto Bay's residents, Businesses, and Visitors."

Under this overarching goal, Objective 7.1, "Parks and Recreational System Needs," states that the Village will "Maintain and enhance Village parks and open space lands and facilities consistent with the adopted level-of-service (LOS) standard." Refer to Chapter 5. 4 for additional details.

### Adopted Village Resolutions

Over the course of 2019-2020, a series of public meetings were held in the Village to ascertain public input from citizen's regarding proposed revisions to several of the Village's parks' facilities. Subsequently, the Mayor and Village Council approved by resolution individual master plans for the parks, with item-by-item recommendations for improvements. The resolution and recommendations are provided:

- **Resolution No. 2019-48 Coral Reef Park Master Plan**
- **Resolution No. 2019-104 Palmetto Bay Park Master Plan**
- **Resolution No. 2019-149 Thalatta Estate Park Master Plan**
- **Resolution No. 2020-26 Ludovici Park Master Plan**
- **Resolution No. 2020-27 Perrine Wayside Dog Park Master Plan**

## I. 5 REPORT ORGANIZATION

This document is organized into eight chapters that follow the master plan process, approach, and methodology. The chapters are presented as follows:

### CHAPTER I: INTRODUCTION

This chapter is comprised of a statement of the purpose and intent of the master plan and its overall goals and objectives; the public outreach process; the planning process; master plan supporting documents; and report organization.

### CHAPTER 2: MASTER PLAN DEVELOPMENT

This chapter includes a summary of proposed physical improvements to the Village's parks and proposed design concepts for some of the individual park facilities.

### CHAPTER 3: URBAN CONTEXT

This chapter includes a detailed understanding of the form of the Village of Palmetto Bay and its influences on the parks system, the location and service area of each park, and regional and neighboring Village parks accessible to Palmetto Bay residents. The intent of this section is to clarify geographic and physical accessibility to recreational venues.

### CHAPTER 4: EXISTING PARK CONDITIONS

Identifying existing park conditions and the needed improvements is a major thrust of the Master Plan. This chapter includes an outline of the design team's visit to each park, including a summary inventory of

each of the Village's parks and recreation facilities. The summary of existing parks and facilities includes a general description of the facility and identifies initial observations by the design team across numerous site visits. Issues and opportunities were identified during these visits, along with preliminary recommendations to improve each facility.

### CHAPTER 5: NEEDS ASSESSMENT

This chapter is comprised of the necessary analyses required to establish recreational facility needs:

- Summary of the statistically valid community survey, the Community Interest and Opinion Survey, prepared by the ETC Institute, which presents citizen-identified priority investments;
- A demographic analysis evaluating the effect of population characteristics on recreational demand;
- Level of Service Analysis to define how the Village meets the anticipated park acreage as a function of its population numbers and distribution.

### CHAPTER 6: RECREATION SERVICES AND MANAGEMENT ASSESSMENT

This chapter includes an assessment of the existing recreation programs and services, parks, and facilities as well as maintenance and operations of the Parks and Recreation Department.

### CHAPTER 7: RECREATION PROGRAMS AND SERVICES RECOMMENDATIONS

This chapter includes a set of recommendations to improve the delivery of parks and recreation programs and services.

### CHAPTER 8: DESIGN PRINCIPLES

This chapter includes general guidelines for park facility design excellence to be considered in the future implementation of the master plan's park improvements recommendations.

### APPENDIX

The Appendix includes the full documentation and analysis used to formulate the recommendations of this Plan, in their originally presented format. These included the following:

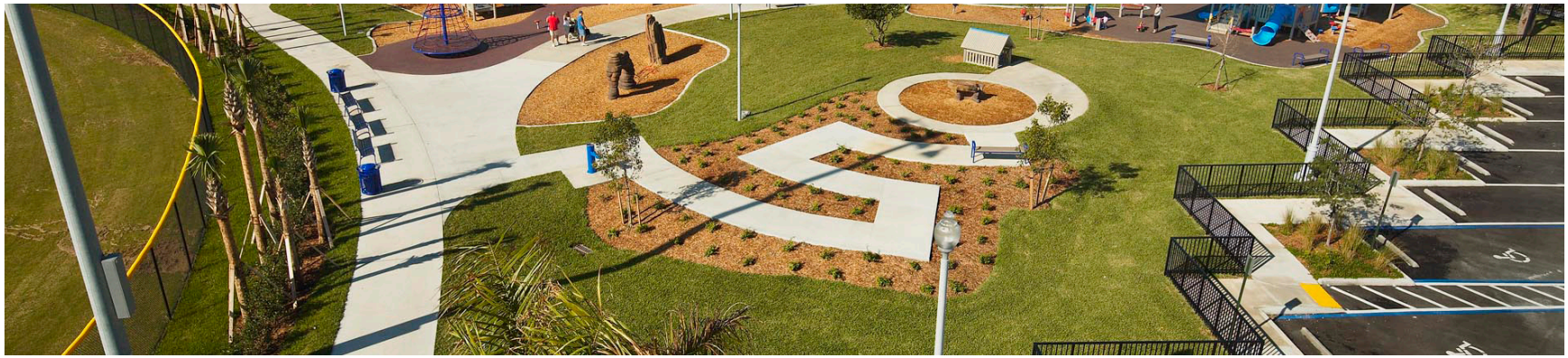
- Adopted Village Resolutions
- Public Workshop #1 Presentation
- Public Workshop #2 Presentation
- Community Interest and Opinion Survey

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# 2

# MASTER PLAN DEVELOPMENT

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## 2.1 INTRODUCTION

The Plan serves as a comprehensive guide for the development, management, and improvement of the Village's park and recreation system. This chapter outlines the recommendations for physical improvements to the Village's parks. By incorporating community input, assessing current facilities, and analyzing demographic trends, this chapter provides a roadmap to create more accessible, vibrant, and sustainable parks that cater to diverse user groups. Moving forward, these recommendations will act as an invaluable tool to shape the Village's future, ultimately fostering a healthier, more connected, and engaged community.

## 2.2 PALMETTO BAY PARK IMPROVEMENTS

### RESOLUTION 2019-104 "2019 PALMETTO BAY PARK MASTER PLAN"

The Master Plan incorporates the improvement recommendations of Village Council Resolution 2019-104, passed, and adopted on the July 1st, 2019. The resolution indicates that various improvements "shall be reviewed and considered for approval for incorporation into the Palmetto Bay Park Master Plan on an independent, item-by-item basis, with those approved formally becoming a part of the 2019 Palmetto Bay Park Master Plan". The improvements outlined in Resolution 2019-104 are as follows:

- Splash Pad
- Enhanced Landscaping
- Pine Tree Preserve
- New Walkways
- Sensory Garden
- ADA Restroom
- Expanded Rec. Building
- Labyrinth
- Improved Skate Park
- New Fence
- Expanded Basketball Courts
- Storage

All the Resolution 2019-104 proposed improvements have been addressed and included in the Master Plan for Palmetto Bay Park. The park has been divided into sectors to understand the proposed improvements better. Described are the different improvements that are shown in each figure.

## ONE-ACRE SITE PROPOSED VILLAGE OF PALMETTO BAY PICKLEBALL CENTER

The Village-owned one-acre site on Park Boulevard and 179th Street is proposed as the Village of Palmetto Bay Pickle Ball Center (Figure 1). This one-acre parcel is ideal for including a dedicated pickleball facility, a facility lacking at the Village, which will become an attraction for its residents. The pickleball center will have six (6) pickleball courts, a restroom building, and two small pavilions to provide shade and rest areas. The Center will be linked to the Village sidewalk system to allow easy access from the adjacent multifamily buildings, Franjo Road and Village Hall. A pedestrian crossing from the pickleball center to Palmetto Bay Park is proposed. The site has sufficient land area to provide a strip of parking on the west property boundary that will have the capacity for forty-five parking spaces to meet the demand of the pickleball center.




| PROPOSED IMPROVEMENTS TO PICKLEBALL CENTER |
|---|
| PICKLEBALL CENTER WITH COURTS |
| RESTROOM BLDG AND PAVILIONS |
| FLEXIBLE PLAZA SPACE |
| ENTRANCE FEATURE/DROP-OFF |
| LANDSCAPE |
| ON-SITE PARKING (+/- 45 SPACES) |

**TABLE I –** *PROPOSED IMPROVEMENTS TO PICKLEBALL CENTER (KEY)*

**FIGURE I –** *PALMETTO BAY PARK CONCEPT DIAGRAM: PROPOSED PICKLEBALL CENTER*

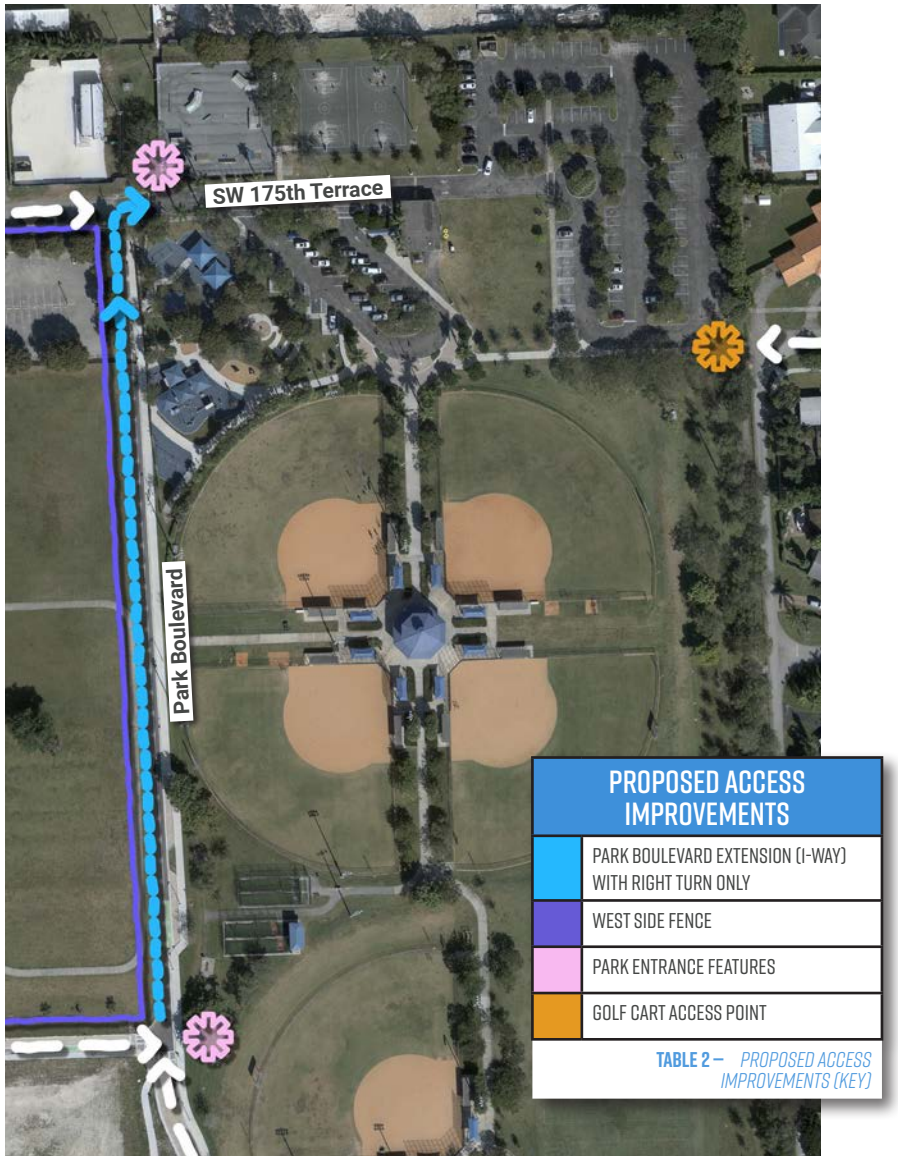



TABLE 2 – *PROPOSED ACCESS IMPROVEMENTS (KEY)*

FIGURE 2 – *PALMETTO BAY PARK CONCEPT DIAGRAM: ACCESS IMPROVEMENTS*

## VEHICULAR AND GOLF CART ACCESS IMPROVEMENTS

### Park Boulevard: Interior Access Road

Vehicular access to Palmetto Bay Park is only from US 1 onto SW 175th Terrace. This access configuration orients Palmetto Bay Park to US 1 more than a Village-park orientation. There is a need to connect Palmetto Bay Park to the Village's street network. Park Boulevard, although presently only half-constructed, has the potential to connect to SW 175th Terrace and direct access to the park from the Village's internal street network. The Plan proposes the completion of Park Boulevard to SW 175th Terrace (Figure 2).

To address any concerns of Park Boulevard becoming a cut-through street to US 1, the Plan proposes making this street one-way only north and providing a right-turn-only at the intersection of SW 175th Terrace. The following is recommended to accompany these concepts:

- **West Side Fence:** A fence to separate the west side of the street from the adjacent property will be constructed.
- **Entrance Feature at the Intersection of Park Boulevard and SW 178th Street:** An Entrance Feature will make the street part of the park environment and highlight Palmetto Bay Park to residents and visitors.

### Golf Cart Access

On the northeast side of the parking area from SW 176th Street is a vehicular and pedestrian access path. Vehicular access is blocked to cars so as not to allow traffic from the park to spill into the adjacent single-family neighborhood. The use of golf carts has become popular in the Village. The Plan proposes reconfiguring the vehicular/pedestrian entrance to allow golf-cart and pedestrian access. This new access point shall permit free flow of emergency vehicles from the neighborhood side.

## NORTH-END IMPROVEMENTS

### Additional Basketball Court and Improved Skate Park

The following was adopted as part of Resolution 2019-104:

- **Expanded Basketball Courts:** As identified: "Reduce the size of the Skate Park and reconfigure the basketball courts to include an additional basketball court for three (3) basketball courts."
- **Improved Skate Park:** As identified "The skate park is in bad condition and needs to be reconstructed. There is sufficient space to move the skate park closer to the west boundary of the park to allow space for an additional basketball court, as required by Resolution 2019-104.

Illustrated in (Figure 3) the Plan proposes the expansion of the basketball court area into the unprogrammed open space due east. This exapansion permits sufficient space to accommodate three (3) outdoor basketball courts. Shifting and upgrading skate park provides a more efficient design, in addition another basketball court with no expense to the park's limited parking spaces.

### Playground/Existing Community Facility Building/Vacant Site Area

The plan recommends that the three (3) following improvements be designed comprehensively as a single, cohesive project. Though designed together, they may be constructed in phases at the Village's discretion. This allows the Village flexibility during implementation, while maintaining a cohesive vision for the future of the entire site. The proposed improvements for the vacant site area, the existing playground, and the proposed splash pad are outlined as follows.

Supported by the Survey and the adopted resolutions, the Plan proposes the following improvements as part of the Park's design:

- **Expanded Recreation Building:** (Figure 3) shows the future construction of a recreation/community facility building. The existing one-room facility shall be demolished to construct this facility, and its use be incorporated into the new building. The new facility may include an indoor gymnasium with a basketball court, supporting facilities, and classroom space for other programs, totalling approximately 14,000 SF.
  - **New Parking Expansion:** Given the need for additional parking in Palmetto Bay Park, it may be possible to expand the surface parking on the eastern side for an increase of 24 new spaces (Figure 14), in the near term, prior to constructing a new facility.
- **Splash Pad:** (Figure 3) shows a splash pad adjacent to the south of the proposed recreation/community facility building. Given State health regulations, a restroom facility must be within one hundred feet of the splash pad. The splash pad would be designed and constructed concurrently with the recreation building, linking to the redesigned and reconstructed playground. This amenity was recommended as part of Resolution 2019-104.
- **ADA Restrooms:** ADA restrooms will be integral to the new recreation/community facility building. Exterior serving ADA restrooms will support the State of Florida restroom requirements for splash pads. This amenity was recommended as part of Resolution 2019-104.
- **New Playground:** The existing playground is nearing the end of its lifespan and showing signs of wear. As part of the Plan improvements, the playground shall be reconstructed with new equipment that is state of the art and challenging for children of all ages and abilities. Space for the new playground should be planned along with the splash pad and new recreation building.




**TABLE 3 –** *PROPOSED NORTH SIDE IMPROVEMENTS (KEY)*

**FIGURE 4 –** *NEW PARKING*

**FIGURE 3 –** *PALMETTO BAY PARK CONCEPT DIAGRAM: NORTH END IMPROVEMENTS*

## SOUTH-END IMPROVEMENTS

- **Multi-Purpose Open Space:** The Plan proposes improvements to the open field on the park's east side. The intent of the improvements are to continue utilizing as a flexibly-used open space and play area.
- **Pine Tree Preserve:** The Plan proposes preservation and improvements to the pine tree preserve as indicated in (Figure 5). This amenity was recommended as part of Resolution 2019-104.
- **Labyrinth/Sensory Garden:** (Figure 5) shows a labyrinth/sensory garden on the park's southeast side. A labyrinth should not be confused with a maze. There is visibility in a labyrinth and navigation through its paths. The labyrinth shall be designed with meditation and relaxation and provide a calming artistic expression. Gardens will complement the labyrinth to create a beautiful meditation space. Community engagement should be solicited at the time of the design of the labyrinth/sensory garden. This will be an amenity that can be enjoyed by all age groups. This amenity was recommended as part of Resolution 2019-104.
- **New Dog Park:** (Figure 5) shows a new dog park on the south side of Palmetto Bay Park. With the development of new apartments adjacent to the park, there is a growing demand for a dog park. The dog park will be located on the south side of the southern walkway as indicated in the plan and be of sufficient land area to allow play for small and large dogs.
- **Storage Shared Park/Public Works:** The Plan proposes to locate a storage building to the east of the present Public Works building to serve both the park needs and the Public Works Department. Access to the park's dedicated storage area of the building will be from the north, and access to the Public Works Department's dedicated storage area will be from the south directly from the Public Works Department property. The footprint of the building will be determined in consultation with the Public Works Department. This amenity was recommended as part of Resolution 2019-104.
- **Outdoor Exercise Stations:** Newly proposed reconfigured in their distribution and assigned space.

## OVERALL SITE IMPROVEMENTS

- **Enhanced Landscaping:** Landscapes throughout the park and on the perimeter will be enhanced to provide a more attractive park appearance. This improvement was recommended as part of Resolution 2019-104.
- **New Fence:** New fencing will be provided where required. Fencing will be done aesthetically not to affect the appearance of the park. This improvement was recommended as part of Resolution 2019-104.
- **New Walkways:** New Walkways will be constructed to allow easier pedestrian movement within and around the park. This improvement was recommended as part of Resolution 2019-104.




TABLE 4 – *PROPOSED SOUTH SIDE IMPROVEMENTS (KEY)*

FIGURE 5 – *PALMETTO BAY PARK CONCEPT DIAGRAM: SOUTH END IMPROVEMENTS*






TONOVA PARK






MoveStrong







## 2. 3 CORAL REEF PARK IMPROVEMENTS

### RESOLUTION 2019-48 "2019 CORAL REEF PARK MASTER PLAN"

The Master Plan incorporates the improvement recommendations of Village Council Resolution 2019-48, passed, and adopted on March 18th, 2019. The resolution indicates that various improvements "shall be reviewed and considered for approval for incorporation into the Coral Reef Park Master Plan on an independent, item-by-item basis, with those approved formally becoming a part of the 2019 Coral Reef Park Master Plan". The improvements outlined in Resolution 2019-48 are as follows:

- Enhanced Tennis/Pickle Ball Facilities
- Tennis Shop
- Reconfigured Entrance on 152 Street
- Additional Volleyball Courts (2)
- Additional walking paths
- Canal Water Feature
- Canoe Launch/Paddle Boats/Storage
- Expanded Playground
- Frisbee Course
- Perimeter Landscaping/ Bern
- Nature Education/ Multipurpose Building

### WEST END IMPROVEMENTS

The findings in the 2022 Village of Palmetto Bay, Florida Community Interest and Opinion Survey support the inclusion of a new community building and long-term flexibility planning of the park's central area. As previously mentioned, for Palmetto Bay Park, survey respondents were most supportive of developing indoor recreation center(s) (34%), which ranked fourth in the question of what four actions they would be most willing to fund. The proposed community building is further discussed in this chapter.

The park's west end is adjacent to the main parking area, and readily accessible to the racket ball courts and tennis courts on the west, the playground on the west, and the concessions building and sports area to the north. Planning of the new community building, new entrance configuration, and enhanced tennis/pickleball facility will encompass the reconstruction and repurposing of the entire site area where these facilities are located.

With flexibility and the future in mind, adequate long-term planning will permit the potential future construction of an expanded community facility/gymnasium. The proposed improvements and long-term flexibility planning include the following in (Figure 6):

- **Nature Education/Multipurpose Building:** During the Master Plan process, the Village Council approved a design/build process for the community building. The community building will be a 5,000 square feet facility with a multi-purpose room, a classroom, and supporting uses. The new community building is a larger replacement for the community building that once occupied the site. This improvement was recommended as part of Resolution 2019-48.
- **Tennis Shop:** The plan proposes to include a new tennis shop, as part of the program in the new community building. The shop shall be adequately dimensioned to serve the needs of the tennis center users. This improvement was recommended as part of Resolution 2019-48.
- **Covered Pedestrian Connection:** The Plan proposes the construction of a covered walkway that connects the community building northward to the existing concessions building.

- **Formal Drop-off Area:** The Plan proposes a covered drop-off driveway that allows pedestrian access to the new community building. The construction of a reconfigured entrance into the park through the parking area was evaluated. However, it would require the elimination of a substantial number of parking spaces needed for the park's operations. A formal vehicular drop-off to the building was accepted as an adequate compromise.

- **Expanded Playground:** The Plan proposes the total reprogram and design of the land area comprising the present playground to include additional children's amenities and challenging playground equipment. The expanded playground must be planned with the new community building to ascertain adequate pedestrian access and compatibility with these two uses. This improvement was recommended as part of Resolution 2019-48.

- **Enhanced Tennis/Pickleball Facility:** The Plan proposes the removal of the two handball courts and replacement with four (4) pickleball courts to serve the needs of the community. This improvement was recommended as part of Resolution 2019-48.

## EAST END IMPROVEMENTS

- **Additional Volleyball Court:** As requested by the park users, the Plan proposes the construction of an additional volleyball court (Figure 8) in the open space to the east of the existing courts. This will provide a total of three (3) sand volleyball courts at Coral Reef Park.

- **Canal Water Feature:** Installation of a water feature in the C-100 Canal (Figure 8). This improvement was recommended as part of Resolution 2019-48 and would be contingent upon coordination with the SFWMD..

- **Canoe/Paddle Boat Launch with Storage Racks:** Construction of an adequately sized storage rack for canoes/paddle boats and a launching and recovery ramp on the canal side (Figure 8). These improvements would be contingent upon coordination with the SFWMD.

- **New Boat Ramp & Small Dock for Police Access:** The Plan proposes improvements to the boat ramp at the canal and constructing a small dock for Police Department use only (Figure 8). There is also a need to provide controlled vehicular access, preferably with permeable pavers surface from the ramp to the parking lot fairway. These improvements will serve the new boat acquired by the Police Department to patrol the canal. The ramp design and dock dimensions will need to be coordinated with the Police Department and SFWMD.

## OTHER SITE IMPROVEMENTS

- **Frisbee Disc Golf:** The Plan proposes the installation of a frisbee disc golf course on the park's east side open area (Figure 8). This improvement was recommended as part of Resolution 2019-48.

- **Additional Walking Paths:** The Plan proposes the construction of additional walking paths to connect the different sports venues of the park and to allow additional walking areas in other areas of the park. This improvement was recommended as part of Resolution 2019-48.

- **Long-Term Gymnasium Option:** The proposed improvements at the west end of the park were carefully planned for flexibility to be able to incorporate the construction of a new gymnasium facility, adjacent to the proposed community facility (Figure 7). At the time of construction, the pickleball courts may be reprogrammed as part of the gymnasium design.

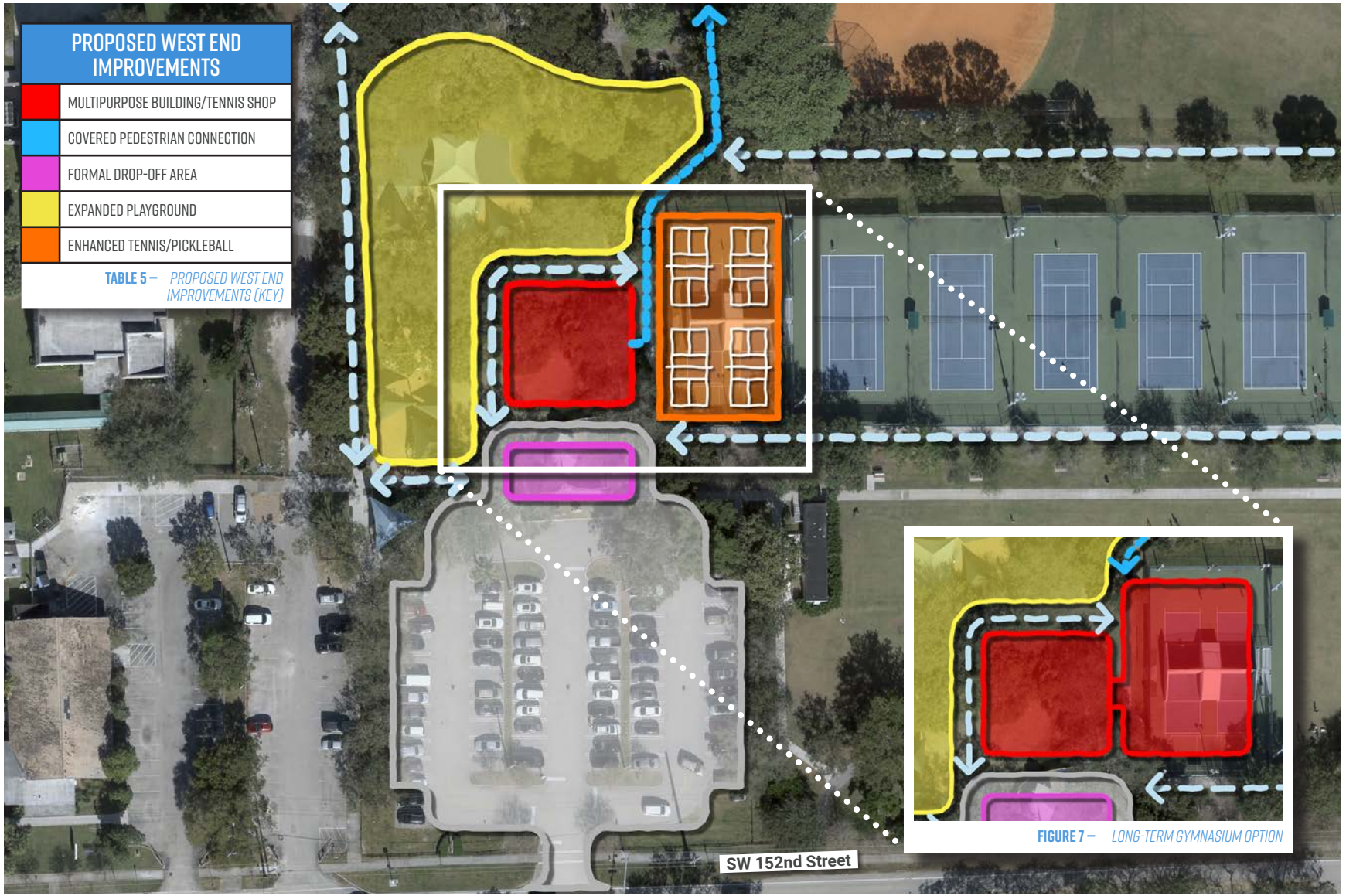



**TABLE 5 –** *PROPOSED WEST END IMPROVEMENTS (KEY)*

**FIGURE 7 –** *LONG-TERM GYMNASIUM OPTION*

**FIGURE 6 –** *CORAL REEF PARK CONCEPT DIAGRAM: WEST END IMPROVEMENTS*

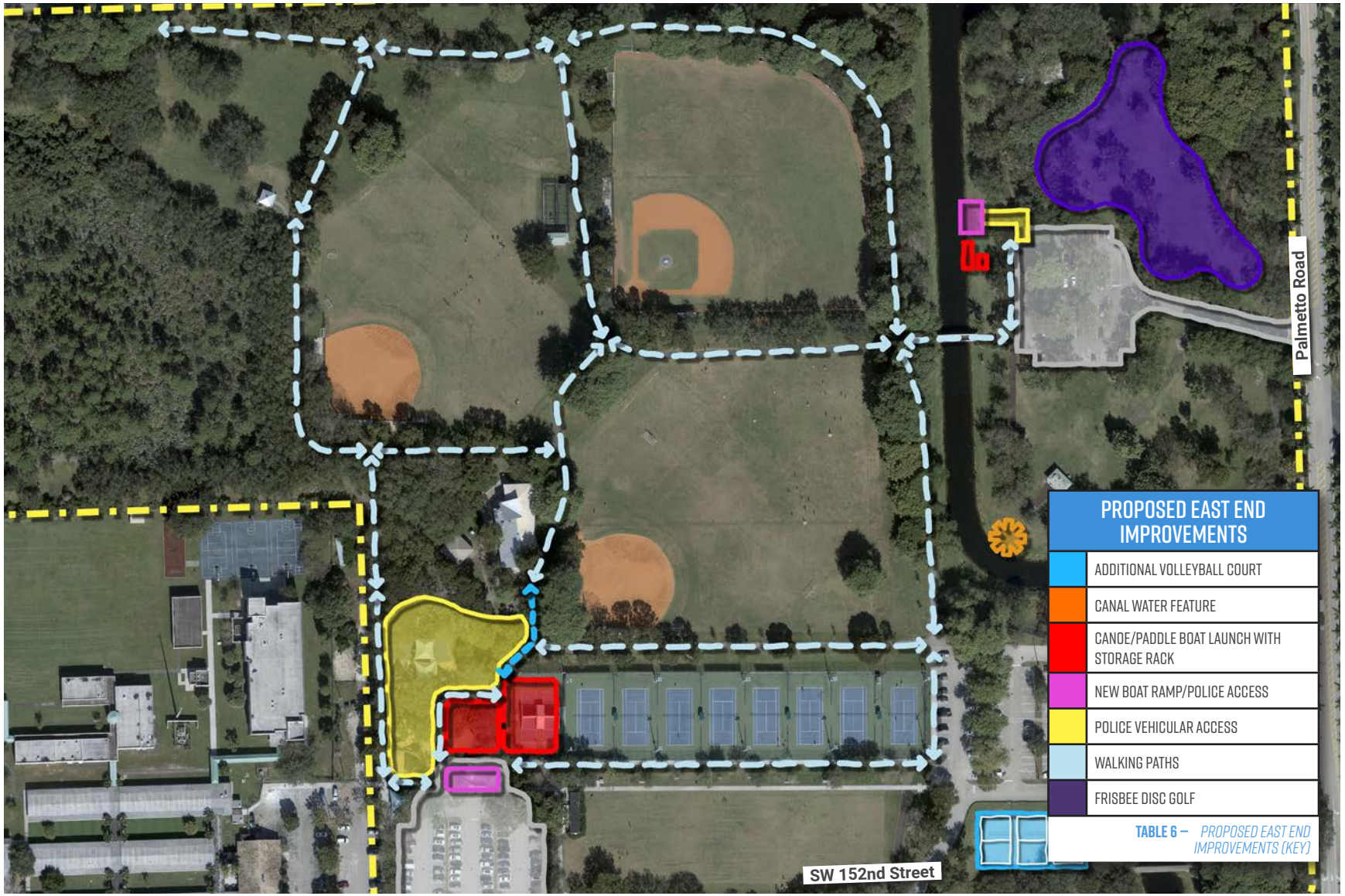



TABLE 6 – *PROPOSED EAST END IMPROVEMENTS (KEY)*

FIGURE 8 – *CORAL REEF PARK CONCEPT DIAGRAM: EAST END IMPROVEMENTS*






Drums













## 2. 4 LUDOVICI PARK IMPROVEMENTS

### RESOLUTION 2020-26 "2019 LUDOVICI PARK MASTER PLAN"

The Master Plan incorporates the improvement recommendations of Village Council Resolution 2020-26 passed and adopted on February 3rd, 2020. The resolution indicates that various improvements "shall be reviewed and considered for approval for incorporation into the Palmetto Bay Park Master Plan on an independent, item-by-item basis, with those approved formally becoming a part of the "2019 Palmetto Bay Park Master Plan".

The improvements outlined in Resolution 2020-26 are as follows:

- **ADA Bathroom:** Add an ADA bathroom on the second floor of the building.
- **Elevator Improvements**: Fix the elevator.
- **Planter Wall Barrier:** Construct a Planter wall barrier on the north property line to buffer the park and adjacent properties.
- **Chain Link Fence:** Install a chain link fence in the back of the property.

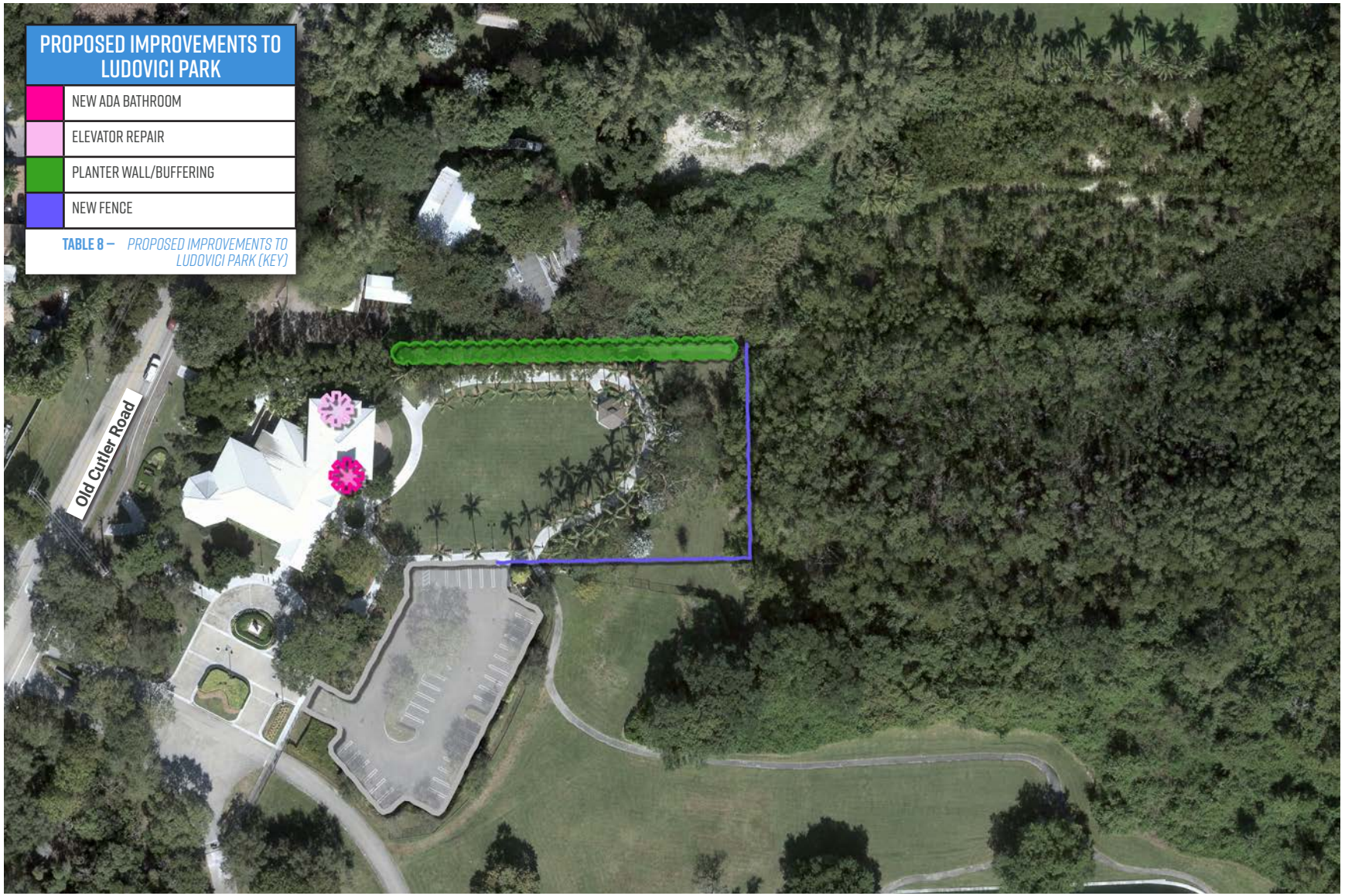



**TABLE 8 –** *PROPOSED IMPROVEMENTS TO LUDOVICI PARK (KEY)*

**FIGURE 9 –** *LUDOVICI PARK CONCEPT DIAGRAM*

## 2. 5 THALATTA ESTATE PARK IMPROVEMENTS

### RESOLUTION 2020-149 "2019 THALATTA ESTATE PARK MASTER PLAN"

The Master Plan incorporates the improvement recommendations of Village Council Resolution 2020-149, passed, and adopted on November 4th,2019. The resolution indicates that various improvements "shall be reviewed and considered for approval for incorporation into the Thalatta Estate Park Master Plan on an independent, item-by-item basis, with those approved formally becoming a part of the 2019 Thalatta Estate Park Master Plan".

The improvements outlined in Resolution 2019-149 are as follows:

- **Walkway Along Canal:** Construction of a trellis-covered walkway on the north side of the property and paralleling the canal.
- **New Pedestrian Bridge:** Construction of a pedestrian bridge over the C-100 Canal, which is the property and authority of the South Florida Water Management District. The bridge would have allow access to additional parking available on Miami-Dade County's Deering Estate at Cutler Deering Point. The bridge would be located west of Snowden Dam.
- **Pier:** A pier spanning into Biscayne Bay that has been designed and approved for construction. Funding for the construction of the pier is pending. The pier will become an attraction at the park's waterside and allow uninterrupted views of Biscayne Bay.
- **Shoreline Stabilization:** Stabilization and beautification of the Biscayne Bay shoreline.

Additional improvements proposed as part of the Master Plan include:

- **Wedding and Special Events Stage:** The construction of a stage for weddings and other events in the area next to the large oak tree on the south side and at the Park's center.
- **Indoor Rental Hall:** The construction/expansion of the building to include an indoor rental hall to be available all year round, and minimize noise concerns for the surrounding neighborhood.

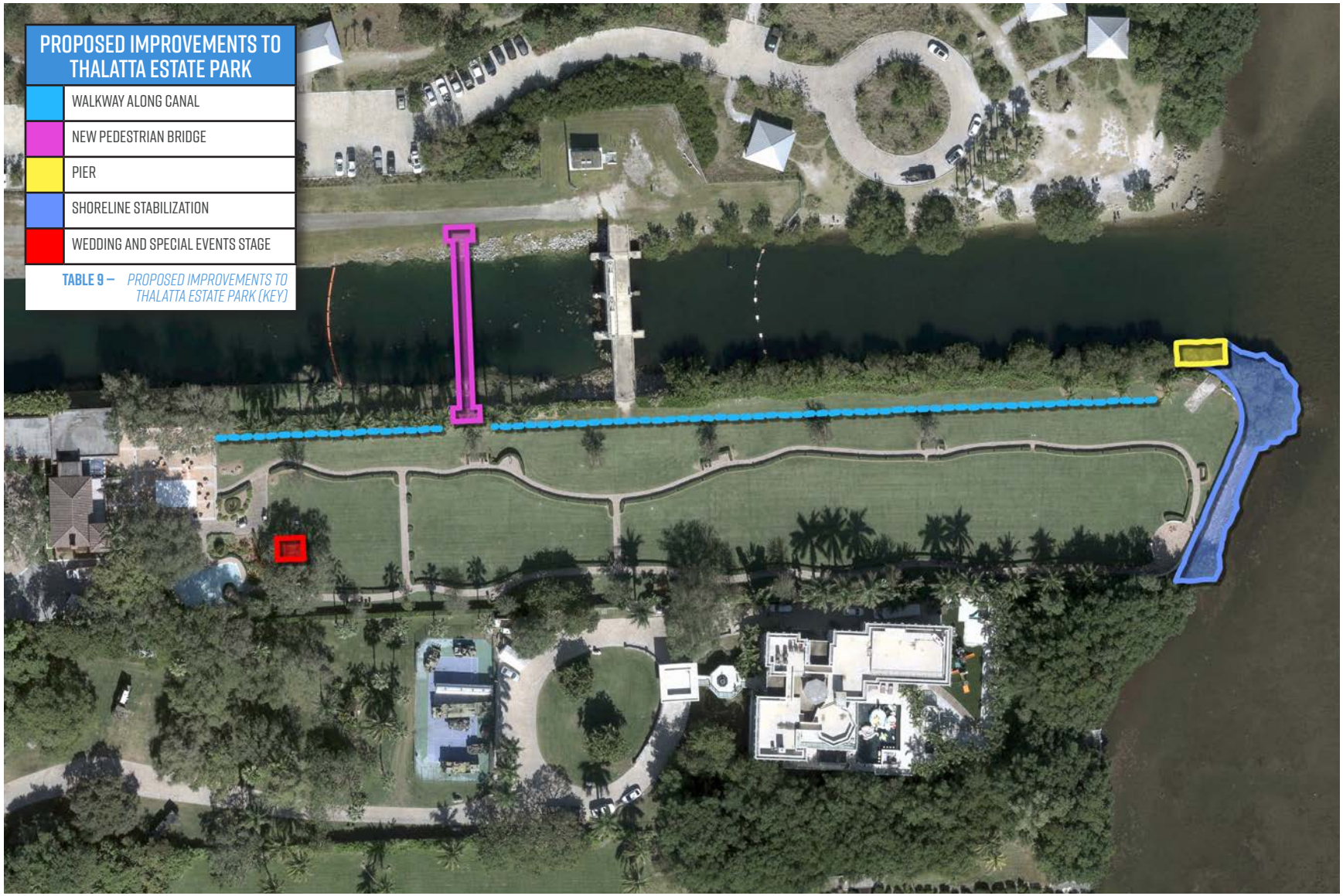



**TABLE 9 –** *PROPOSED IMPROVEMENTS TO THALATTA ESTATE PARK (KEY)*

**FIGURE 10 –** *THALATTA ESTATE PARK CONCEPT DIAGRAM*

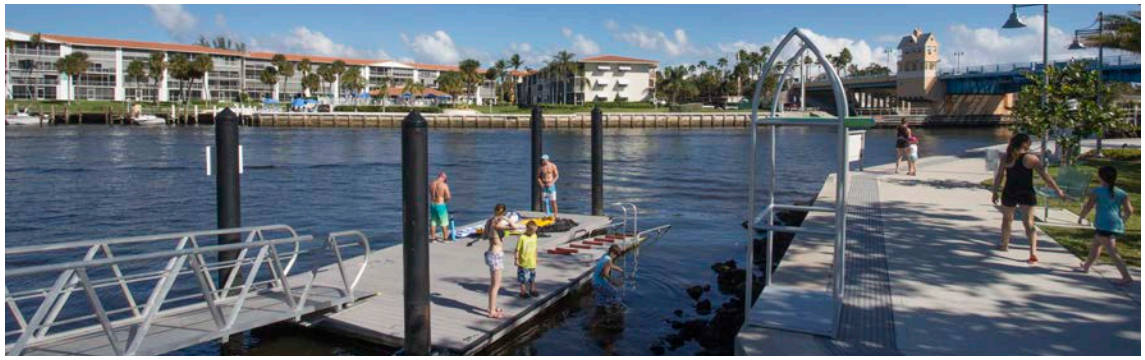


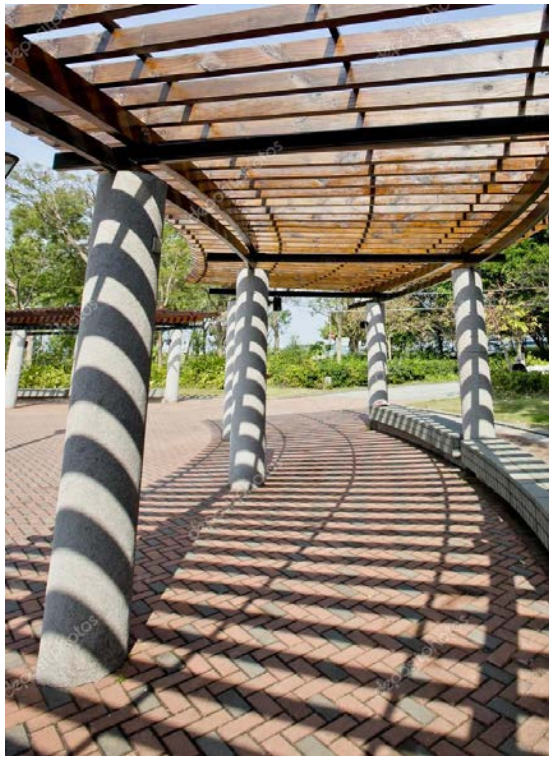














## 2. 6 PERRINE WAYSIDE DOG PARK IMPROVEMENTS

### RESOLUTION 2020-27 "2019 PERRINE WAYSIDE DOG PARK MASTER PLAN"

The Master Plan incorporates the improvements recommendations of Village Council Resolution 2020-27, passed, and adopted on the February 3rd, 2020. The resolution indicates that various improvements "shall be reviewed and considered for approval for incorporation into the Perrine Wayside Dog Park Master Plan on an independent, item-by-item basis, with those approved formally becoming a part of the 2019 Perrine Wayside Dog Park Master Plan".

The improvements outlined in Resolution 2020-27 are as follows:

- **Seating Area/Re-Contoured Slope:** Stabilization of the slope that leads down to the water's edge with the inclusion of a stepped contour that will allow access to the water but also provide a seating area for dog-owners and visitors.
- **ADA Bathroom:** Improve the existing bathroom to make it ADA accessible.

Additional improvements proposed as part of the Master Plan include:

- **Additional Landscape:** Install new landscaping within the park to provide more shade/beautification for dog-owners to enjoy with their dogs.
- **Improved Walkways:** Improve the walkways around the park, expanding and connecting them to other areas to create a closed network of paths.
- **Dog Grooming Area:** Explore the potential to accommodate dog grooming business/area, near the improved bathrooms.

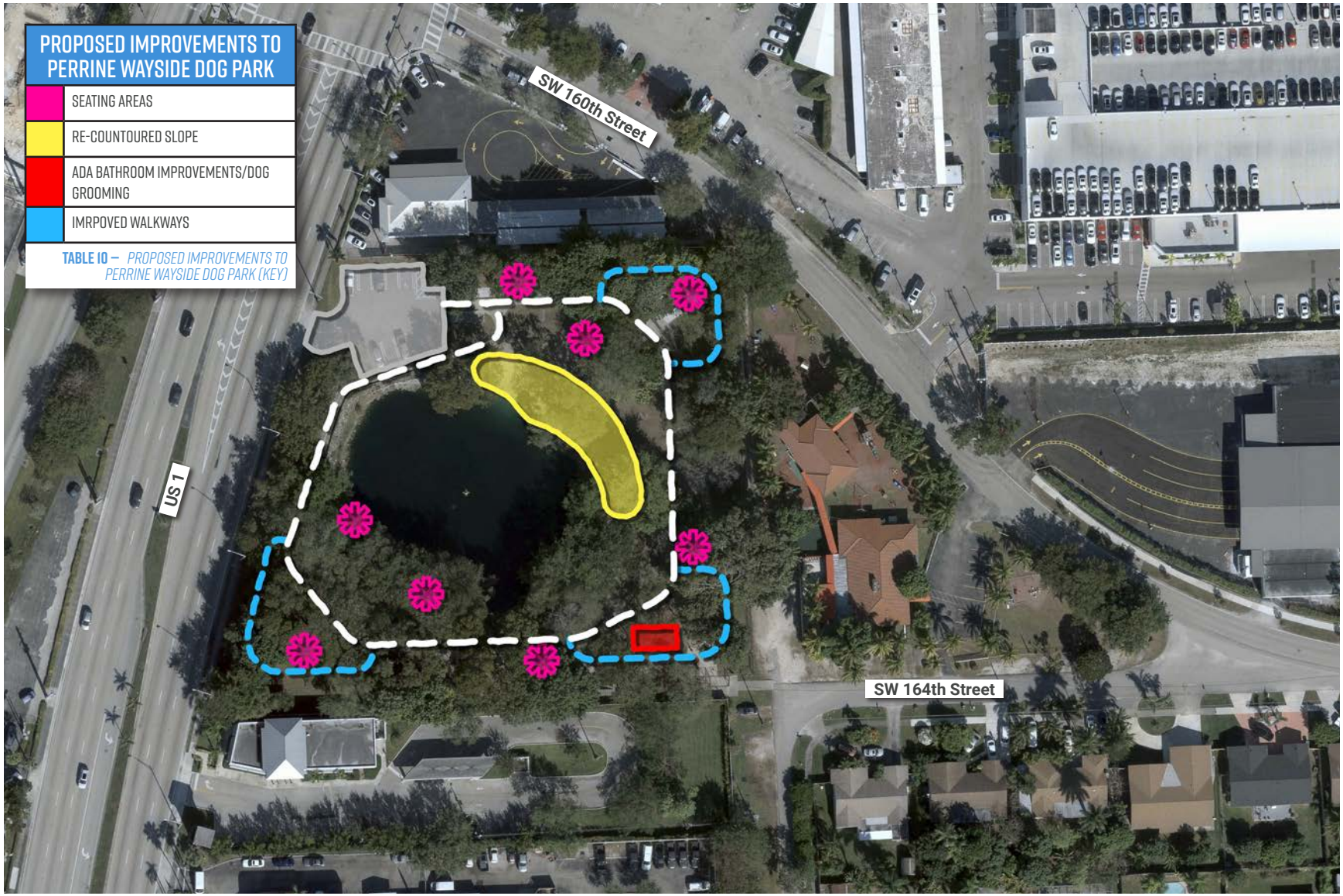



**TABLE 10 –** *PROPOSED IMPROVEMENTS TO PERRINE WAYSIDE DOG PARK (KEY)*

**FIGURE 11 –** *PERRINE WAYSIDE DOG PARK CONCEPT DIAGRAM*















## 2.7 THE WOODS IMPROVEMENTS

The Woods parcel at S.W. 186th Street between S.W. 86th Avenue and 86th Terrace is a vacant piece of land provided to the Village of Palmetto Bay under a lease agreement with Miami-Dade County. Under the lease agreement, the Village of Palmetto Bay must keep the site undeveloped and improve/restore with certain conditions.

The Plan incorporates the requirements of the lease agreement and keeps the property as a land preserve with no internal walking path or any other recreational use. The agreement with Miami-Dade County requires specific improvements that, except for removing invasive exotic plant material and planting native hammock and wetland flora, can be kept on the periphery of the land parcel. Providing the required benches, signage, and interpretive signs in the periphery will allow the site to regain its natural state.

Additional conditions included in the agreement are as follows:

- Removal of invasive exotic plant material
- Planting of native hammock and wetland flora
- Installation of permanent signage indicating the park's passive nature
- Installation of a minimum of six park benches
- Installation of four interpretive signs explaining the value of vegetation and wildlife
- Nature trail

Once the invasive species have been removed and the planting of the native hammock and wetland flora is concluded, the Master Plan proposes the sensitive location of a nature trail on the park's perimeter, paralleling the existing streets and locating other required benches and improvements along this trail.

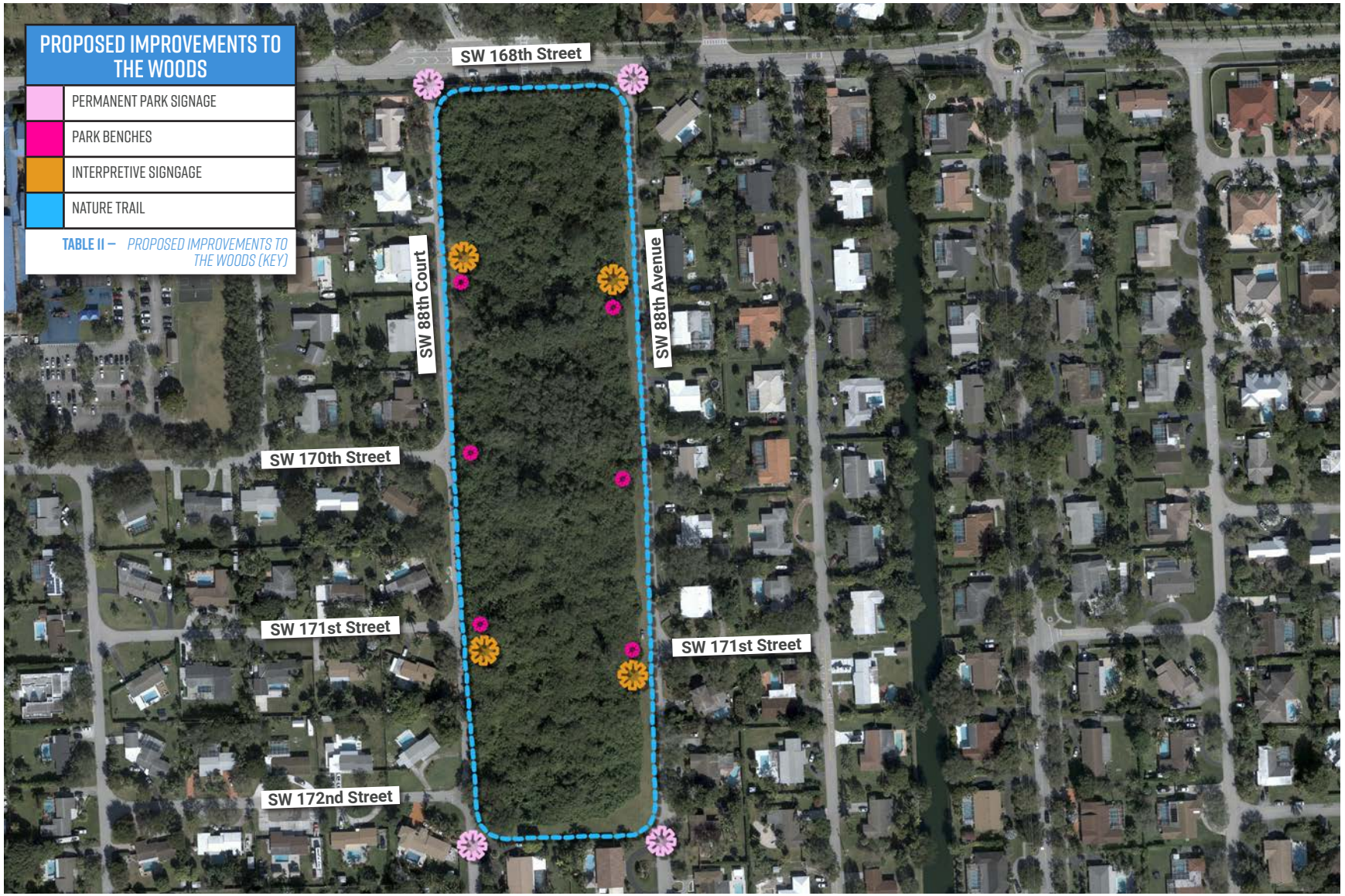



**TABLE II –** *PROPOSED IMPROVEMENTS TO THE WOODS (KEY)*

**FIGURE I2 –** *THE WOODS CONCEPT DIAGRAM*


RISE
PARK
238 MERIT
PRIVATE












CHILDERS PARK





## 2. 8 VETERANS PARK

In December of 2021, the Village of Palmetto Bay commissioned the design of a conceptual plan for Veterans Park.The Park was programmed to include the following elements, as part of the design concept:

- Main Entry Drive with Drop-Off (1)
- Secondary Vehicular Entry (2)
- Parking Lot with 20 Spaces (3)
- Tetrapod Lawn (Art in Public Places) (4)
- Gold Star Family Memorial Walls (5)
- Existing Perimeter Wall (6)
- Monument Sign (7)
- Central Plaza (8)
- 4' Ht. Perimeter Fence (9)
- Raised Intersection (10)
- Interactive Kiosk/Wall (11)
- Restroom Building (12)
- Water Feature with Vertical Commemorative Pylons (13)
- Flagpoles (14)
- Natural Path (15)
- Bermed Slash Pine Forest (16)
- Stage (17)
- Event Lawn with Amphitheater Seating (18)
- Wetland Boardwalk (19)
- Star Tree Cut-Outs (20)
- Lawn Overlook with Star Platform (Option: Covered) (21)
- Sloped Walk (22)
- Camouflage Inspired Paving Pattern (23)
- Legacy Tree (24)

The concept design (INSERT FIGURE) was subsequently approved by the Village Council.

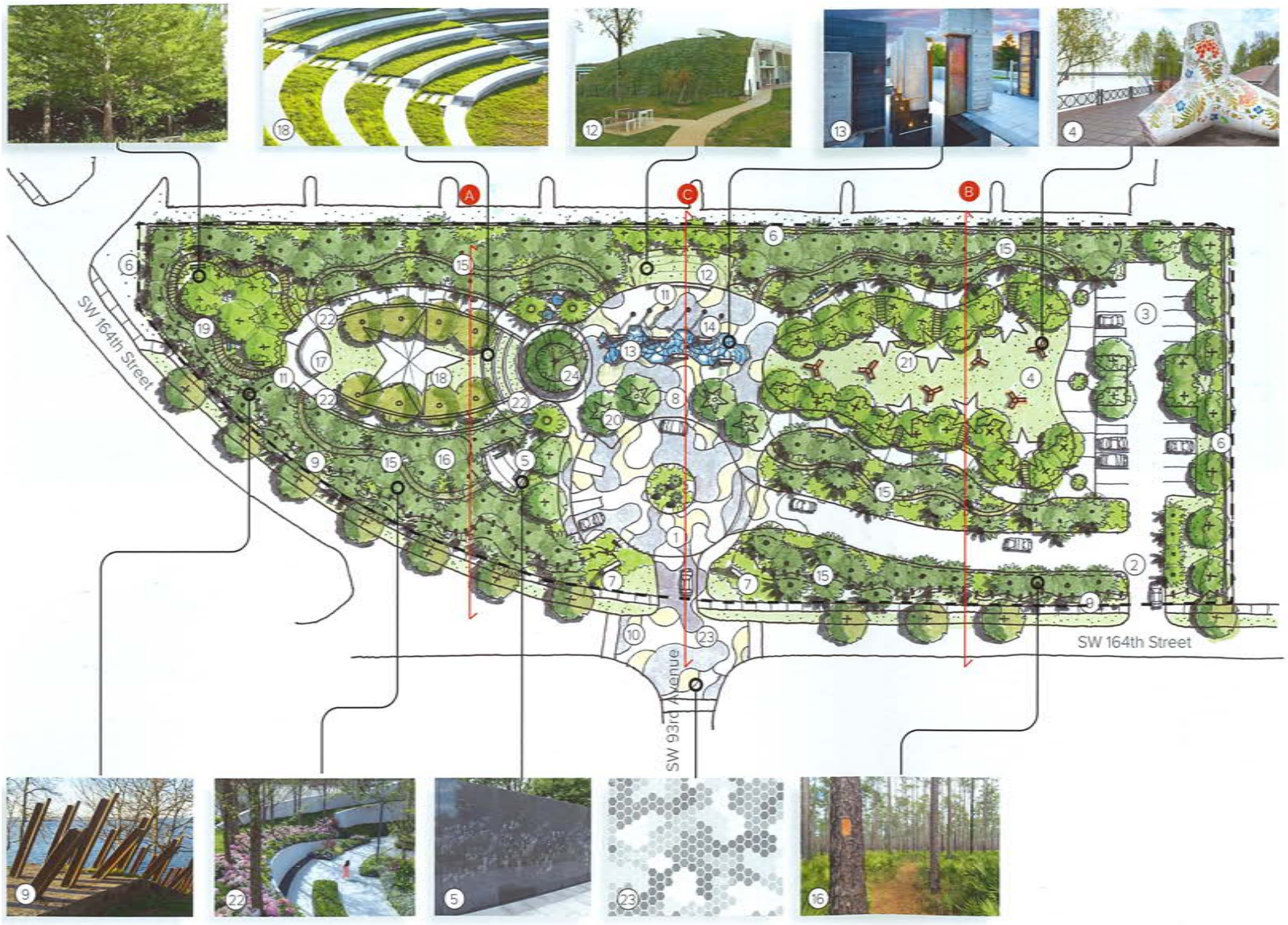



**FIGURE 13 –** *VETERANS PARK CONCEPT PLAN*

## 2. 9 PERRINE COMMUNITY HOUSE

The only significant improvements proposed for the Perrine Community House would be to upgrade the windows to impact windows, while maintaining the historic character. No improvements other than those and the continued maintenance are proposed.

## 2. 10 SMALL NEIGHBORHOOD/POCKET PARKS

The Village of Palmetto Bay is 3.1 miles long from its north boundary at SW 136th Street to its southern boundary at SW 184th Street. The C-100 Canal acts as a natural dividing line creating a north sector of the Village that Coral Reef Park and a south sector by Palmetto Bay Park serve. These are the only two significant parks of the Village, the rest of the parks being special facilities such as Thalatta Estate, a major event venue facility; Perrine Wayside Dog Park, a dog park; Perrine Community House, and Ludovici Park that houses the Palmetto Bay Public Library and an open-air auditorium. All these specialty facilities are on the west boundary of the Village, close to U.S. 1 or the east side next to Old Cutler Road.

Within the Village, except for those residing near Coral Reef Park, north of the C-100 Canal, or Palmetto Bay Park, south of the C-100 Canal, most residents have no parks within a ten-minute walk. Furthermore, north of Coral Reef Park, the neighbors cannot access a park within a 10-minute walk. In essence, this whole area is underserved by parks; the residents cannot access a park within a 10-minute walk. Including Small Neighborhood Parks/Pocket Parks will help meet the parks and recreation needs of this sector of the Village.

Since 2017 the Village of Palmetto Bay Elected Officials has been pro-actively discussing and promoting the creation of Small Neighborhood Parks or Pocket Parks to meet the Village resident's needs for parks within easy access to most of the Village residential sectors.

The finding of the 2022 Village of Palmetto Bay, Florida Community Interest and Opinion Survey supports the inclusion of new Neighborhood Parks. Survey questions addressed the various park and recreation topics intended to feel the pulse of the community's needs and preferences. Among the ten highest-ranking responses to the survey was the community's support for developing new neighborhood parks and acquiring new land for parks and open space. Please refer to Chapter 4, Section 4.6, Small Neighborhood/Pocket Parks Needs Assessment, for a complete description of the Needs Assessment for Small Neighborhood/Pocket Parks.

As previously mentioned in Chapter 4, the Park and Recreation Master Plan has undergone an extensive public outreach process to allow community participation at public forums with the intent to inform the community and obtain their input on the Master Plan and its process. These duly advertised community meetings have also been transmitted live via FACEBOOK to the Village at large. A format for participant voting on the presented topics was carried out using the SLIDO public participation program that allows both those in the meeting and remote to vote on the different issues and topics. During the Community Townhall Meeting of September 30th, 2022, the issue of Small Neighborhood Parks/Pocket Parks was presented and discussed. There was overwhelming support among those participating in the questionnaire to develop said Small Neighborhood/Pocket Parks.

### Potential Small Neighborhood/Pocket Parks Site Identification Summary Description

The Village of Palmetto Bay is a fully built, predominantly residential community, making the inclusion of Small Neighborhood Parks/Pocket

Parks viable only through obtaining access to lands under existing aerial easements, publicly owned sites, or privately owned properties. As mentioned in Chapter 4, Section 4.4 Level of Service Analysis, the Village Comprehensive Plan's Recreation and Open Space Element Policy 7.42 establishes that "The Village shall prepare on an annual basis a vacant property inventory to identify potential properties for future parks and/or linear open spaces/." The design team thoroughly analyzed all such potential sites within the Village and presented them to the Village community in the September 30th Parks and Open Space Master Plan Townhall Meeting.

## Publicly Owned Sites

There are two types of publicly owned sites that the Village may potentially be able to access for the design and construction of the Small Neighborhood/Pocket Parks. Some Miami-Dade County-owned sites are unused and could be acquired to construct Pocket Parks.

The Power Line Easements sites carry high-tension electrical cables. The land under these easements belongs to Florida Power and Light (FPL) or Miami-Dade County. Requesting and an agreement on the use by the Village of these sites from both FPL and Miami-Dade County will be the first determining factor in the availability of these sites.

There are strict limitations to what can be constructed under the high-tension easement lands. With the acceptance of the landowner and FPL, non-vertical construction could be carried out, and selective tree landscape treatment could be provided. All improvements will need to be approved by Florida Power and Light.

While there may be other sites for constructing Pocket Parks over time, two sites are considered in the Master Plan to include a Small Neighborhood Park/Pocket Park. These sites are publicly owned sites.




FIGURE 14 – *POCKET PARK CONCEPT AT WASD SITE*




FIGURE 15 – *POCKET PARK CONCEPT AT FPL EASTEMENT SITE*

- Miami-Dade County Water and Sewer Department-owned site at SW 89th Avenue between SW 159th Street and SW 160th Street. This publicly owned site is ideal for constructing a park to serve the immediate neighborhood. As shown in (Figure 14), with a land area of approximately 2 acres, the site's corner

location makes it an ideal park site. This site is identified in the Village's Comprehensive Plan Recreation and Open Space (ROS) Element as a site to be part of the Village's Park system and continued negotiations with Miami-Dade Water and Sewer Department, the property owner.

- The FPL easement (Figure 15) is located at Palmetto Road and SW 140th Street, where Miami-Dade County owns the land. This site is also in an ideal location to serve the surrounding community. During the Master Plan process, the Village applied to Miami-Dade County to obtain this site for a Small Neighborhood/Pocket Park.

Other Potential Sites Include.

- Agricultural Zoned Land - While few, some sites in the south of the Village are presently zoned Agricultural. There is the potential to create Pocket Parks in these areas as these sites are up for rezoning through negotiations with the property owners.
- Privately Owned Properties - Privately owned properties are another potential source of land to construct Pocket Parks. This is a policy decision. Some privately owned sites could eventually be acquired if offered or placed on the market for sale.

## 2.11 FUNDING AND SOURCES

### PRELIMINARY COST ANALYSIS RECOMMENDATION

In general, parks and recreation master plans propose recommendations for improvements that may span the course of years, or decades, encompassing both small and large projects. Over time, significant cost variations may arise due to unpredictable events, which can increase construction costs substantially. An escalation factor may not fully address these cost differentials. To meet the needs of funding sources, particularly General Obligation (GO) Bonds that require substantial time from master plan conception to the actual referendum, it is recommended that cost analyses be conducted at the time of funding solicitation.

Construction projects proposed in this Plan are conceptual in nature, with minimal detail to serve as the most accurate basis for accurate cost estimation. In cases without major park reconstruction projects, improvements may be implemented gradually and prioritized differently. Changes in scope over time should also be considered.

Generating cost estimates, with limited detailed information during the planning stage may not benefit the community. Instead, these estimates should be done closer to project implementation. Relying on a preliminary opinion of cost at this early stage can have significant repercussions. When cost estimates are generated too early in the project lifecycle, they may not account for critical factors that impact the overall budget, such as changes in material prices, labor costs, regulatory requirements, and economic conditions, especially in the current economy. As a result, these estimates may not accurately reflect the project's true cost, leaving stakeholders unprepared for the financial implications.

If actual construction costs exceed the initial estimate, the Village may struggle to secure additional funding, forcing difficult decisions such as scaling back the project's scope, compromising on quality, or even canceling the project altogether. These adjustments can lead to dissatisfaction among stakeholders and jeopardize the project's overall success.

To mitigate the risks, it is essential to develop accurate cost estimates based on the most up-to-date information and continuously monitor and adjust project budgets as market conditions rapidly evolve. It is believed that cost estimates at the planning stage will not provide community benefits and should be conducted closer to the individual project's implementation.

## ADDITIONAL FUNDING OPPORTUNITIES

The Plan identifies federal programs, and non-profit organizations that match local funding with grants.

A summary of parks funding techniques that may be used by Florida municipalities is listed below.

### Village of Palmetto Bay

- User Fees
- Development Impact Fees
- GO Bonds (voter approved property tax)
- Partnerships/Agreements

### Miami-Dade County

The Miami-Dade County Grants Coordination Division provides a directory of foundations that highlight giving areas/interests and active website addresses. The directory is organized by geographic area. The full list of foundations and Private Funding Sources may be accessed at

https://www.miamidade.gov/grants/funding-foundations.asp

The full list is organized in the following categories:

- National & International
- State, Regional & Local
- Foundations and Organizations

### Florida Department of Environmental Protection (Division of State Lands)

- Florida Communities Trust (FCT)
  - Parks and Open Spaces Florida Grant Program
- Florida Recreation Development Assistance Program (FRDAP)
- Land and Water Conservation Fund (LWCF)
- Recreational Trails Program (RTP)

### Other State Resources

In addition to the FDEP, the following State resources may offer funding assistance/grants for parks and recreation programs and facilities:

- Florida Dept. of Agriculture
- Florida Dept. of Education
- Florida Dept. of Transportation
- Florida Fish & Wildlife Commission
- Florida Dept. of Health
- Florida Dept. of Environmental Health
- Florida Dept. of State Cultural Facility Grant Program
- Florida Recreation Development Assistance Program

### Other

- United States Tennis Foundation
- USA Swimming Foundation
- American Red Cross

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# 3

# URBAN CONTEXT

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## 3.1 INTRODUCTION

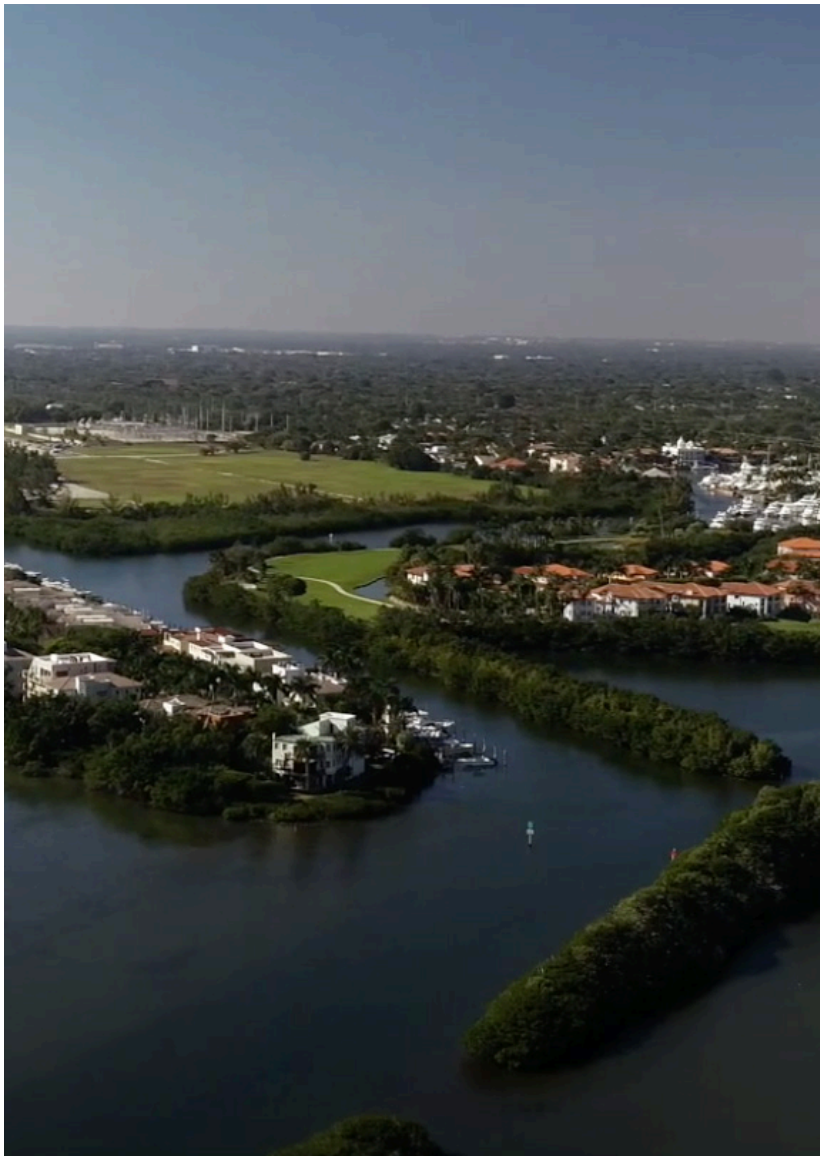
In this chapter, the Team evaluated the urban context and form determinants that shape the Village and how the park and recreation system operates. Form determinants are both the physical and non-physical characteristics that define the Village. These characteristics include:

- The land area of the Village in physical terms, such as its length and the impacts it may have on the distribution of land uses, parks, and physical accessibility;
- The Village's regional location in the context of surrounding urban areas and tt municipalities; and
- The distribution of parks and open spaces throughout the Village.

The Village's park and recreation system has been shaped by the urban form and how it is affected and supported by this urban pattern. Through this understanding of the Village's urban form, the Team can identify an approach for community outreach, the characteristics of different areas of the Village, and recreation lands and venue offerings, including recommend actions to improve the system.

The following illustrative diagrams were prepared to guide the formulation of recommendations in the plan:

- Village Boundary Plan
- Neighboring Municipalities Plan
- Residential Areas Plan
- Village Park System Distribution



## VILLAGE BOUNDARY

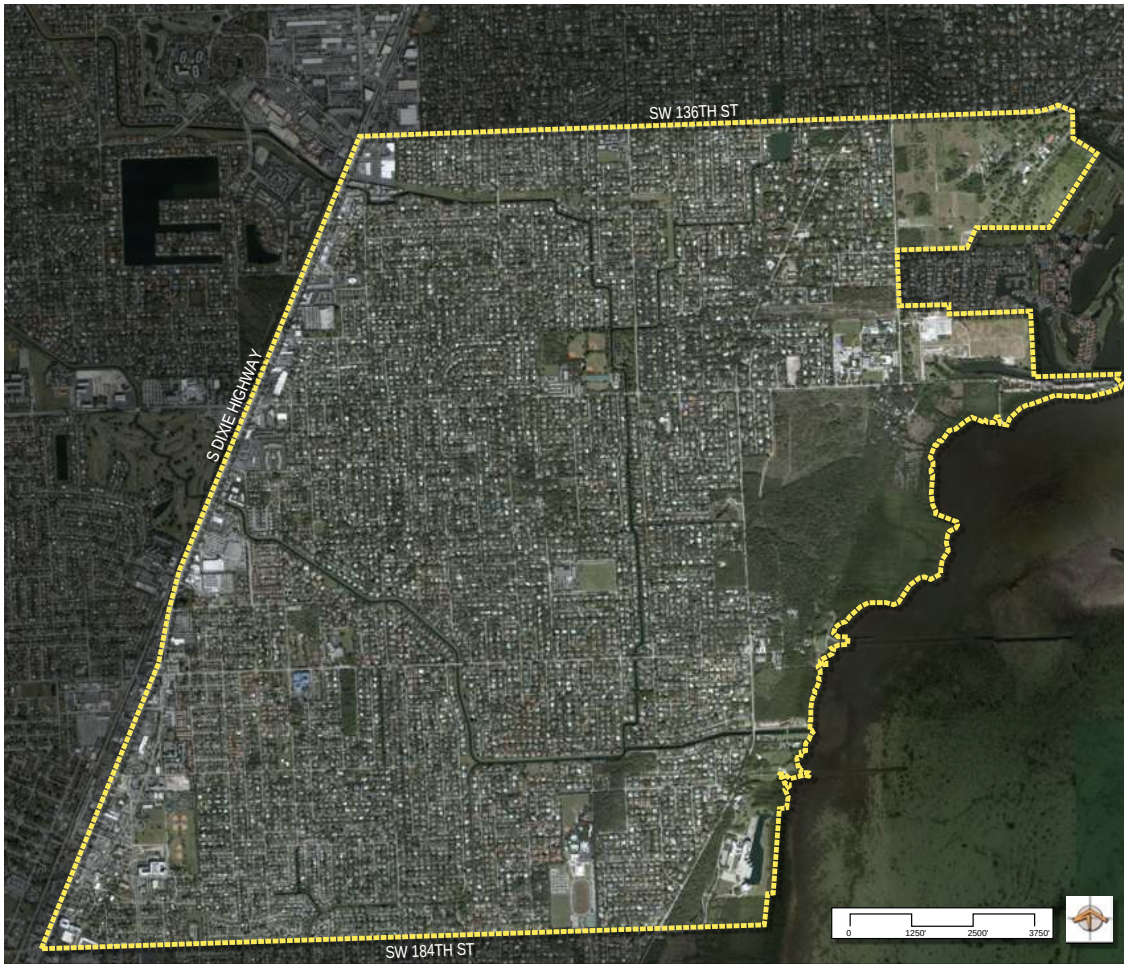
The Village of Palmetto Bay totals approximately 8.44 square miles, and is nestled in the southeastern part of Miami-Dade County, Florida. Its geographic boundaries can be described as follows:

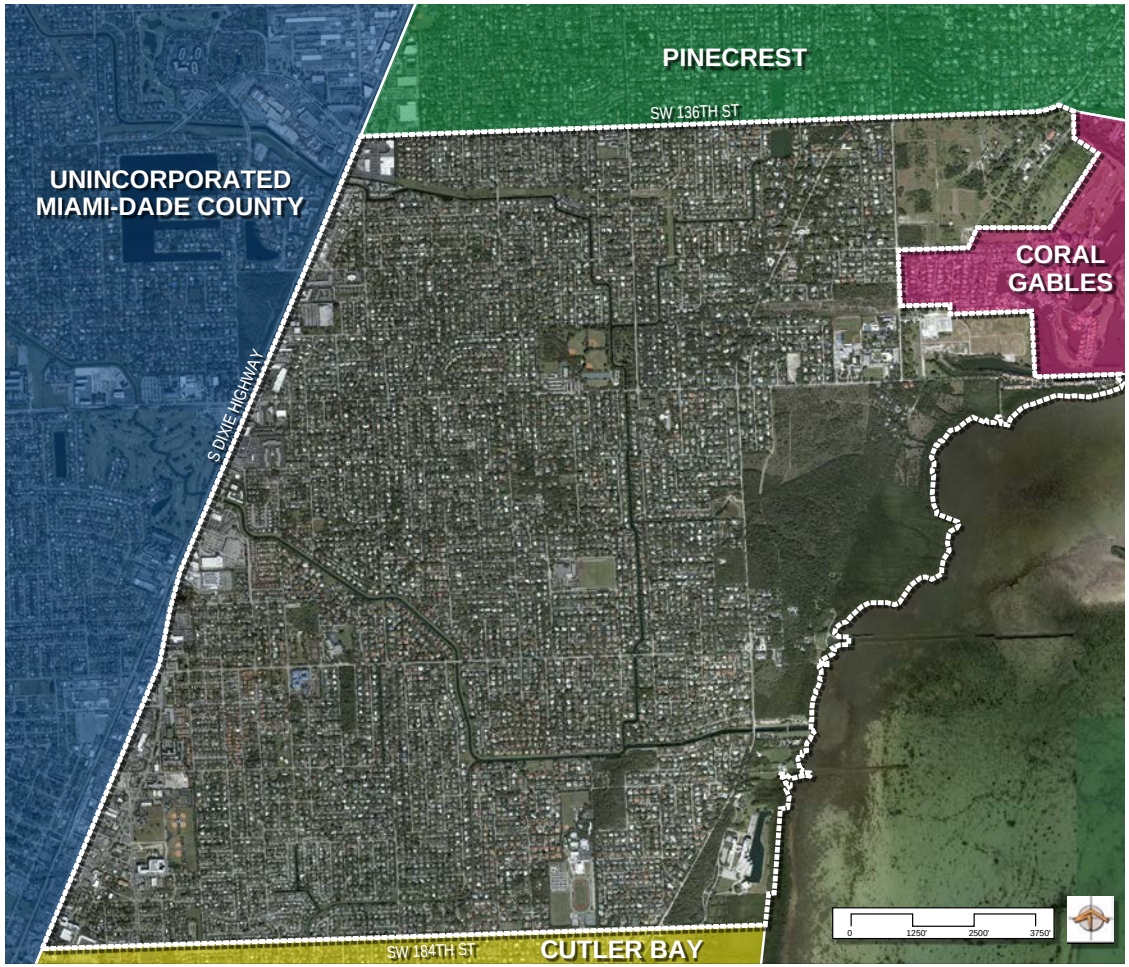
To the north, the Village of Palmetto Bay is bordered by SW 136th Street serving as the northernmost boundary of the Village.

On the east, the village's boundary is defined by the waters of Biscayne Bay, a picturesque coastline offering beautiful views and a serene atmosphere..

The southern boundary of the Village extends to SW 184th Street, and finally, on the west, the boundary follows the path of US Highway 1 (South Dixie Highway) for most of its length, delineating Palmetto Bay from unincorporated areas of Miami-Dade County.

Within these geographic limits, the Village of Palmetto Bay offers residents and visitors a peaceful suburban environment, with a rich array of parks and recreational facilities, while still being conveniently close to the bustling city of Miami and the natural beauty of Biscayne Bay and the Everglades.






## NEIGHBORING MUNICIPALITIES

Palmetto Bay is surrounded by several neighboring municipalities in Miami-Dade County, each with its distinct characteristics:

To the north lies Pinecrest, an affluent suburban village known for its tree-lined streets, beautiful homes, and excellent schools. Pinecrest boasts several parks, recreational facilities, and a strong sense of community.

On the northwest, along the western boundary of Palmetto Bay, unincorporated areas of Miami-Dade County feature a mix of residential, commercial, and industrial properties. These areas provide a range of housing options and amenities for residents.

To the south, Cutler Bay is a neighboring town with predominant residential uses. It is home to the South Dade Cultural Arts Center, numerous parks, and recreational opportunities. Cutler Bay's eastern coast is defined by a network of canals and lakes that provide a unique landscape for residents and visitors.

The eastern boundary of Palmetto Bay is defined by Biscayne Bay.

These neighboring municipalities, combined with the unique features of Palmetto Bay, create a diverse and thriving region that offers residents and visitors a wide range of experiences and lifestyles.

## VILLAGE RESIDENTIAL AREAS

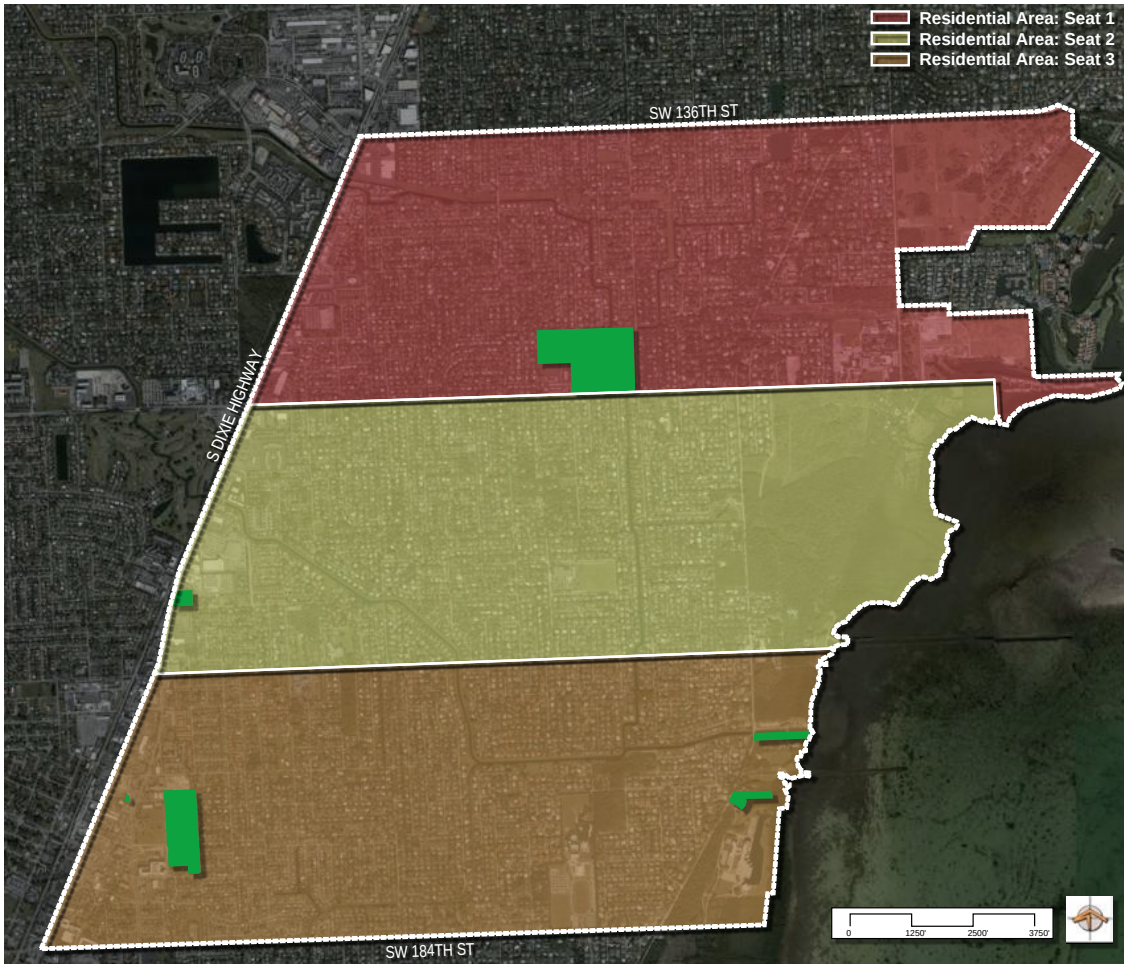
The Village is divided into three Council Residential Areas, each represented by an elected council member. These areas are strategically located to ensure that the needs and interests of the unique community are adequately represented in local government.

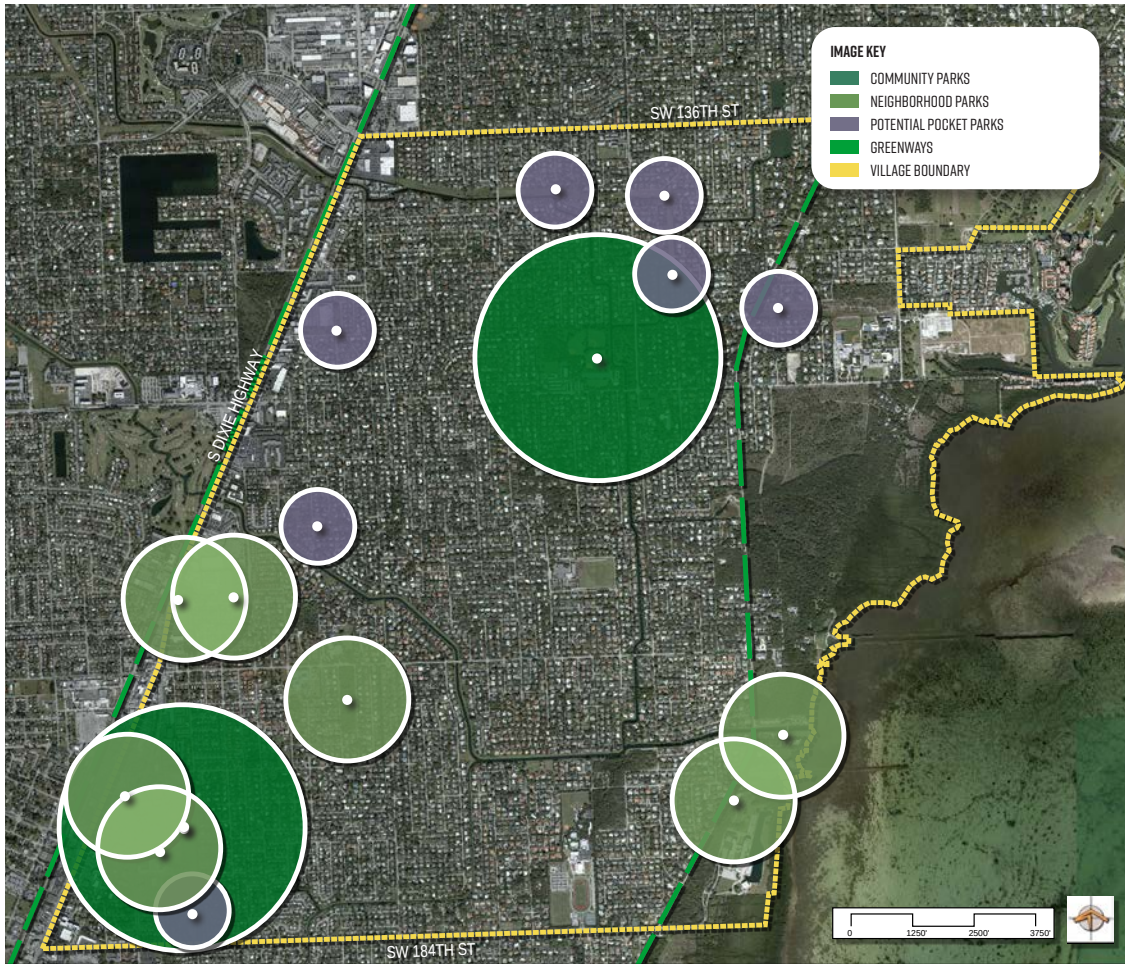
Area 1 is located in the northern third of the Village and primarily consists of residential neighborhoods, with some commercial properties along the US-1 corridor to the west. It is bounded by SW 136th Street at the northern end of the Village and extends south to SW 152nd Street.

Area 2 is considered the central area of the Village, extending from SW 152nd Street in the north to SW 168th Street in the south.

Area 3 is situated at the southern end of the Village and includes residential neighborhoods as well as the civic core of the Village adjacent to Palmetto Bay Park. It continues from Area 2 on the north at SW 168th Street and extends south to the Village limits at SW 184th Street.

These residential areas serve as the basis for dividing the Village and representation at Village Hall. They ensure that Village decision-making is inclusive and representative of the diverse perspectives and interests of the entire community.






## VILLAGE PARK SYSTEM DISTRIBUTION

Geographically, the Village's parks are strategically distributed across its three residential areas, ensuring that residents have access to green spaces and recreational facilities. The C1 Canal bisects the Village, creating distinct northern and southern sectors.

Residents in both sectors are served by the Village's premier parks. Coral Reef Park, situated north of the canal, provides a variety of recreational amenities for the northern sector. Palmetto Bay Park, located in the southern half of the canal, offers a similar range of facilities for residents in the southern sector.

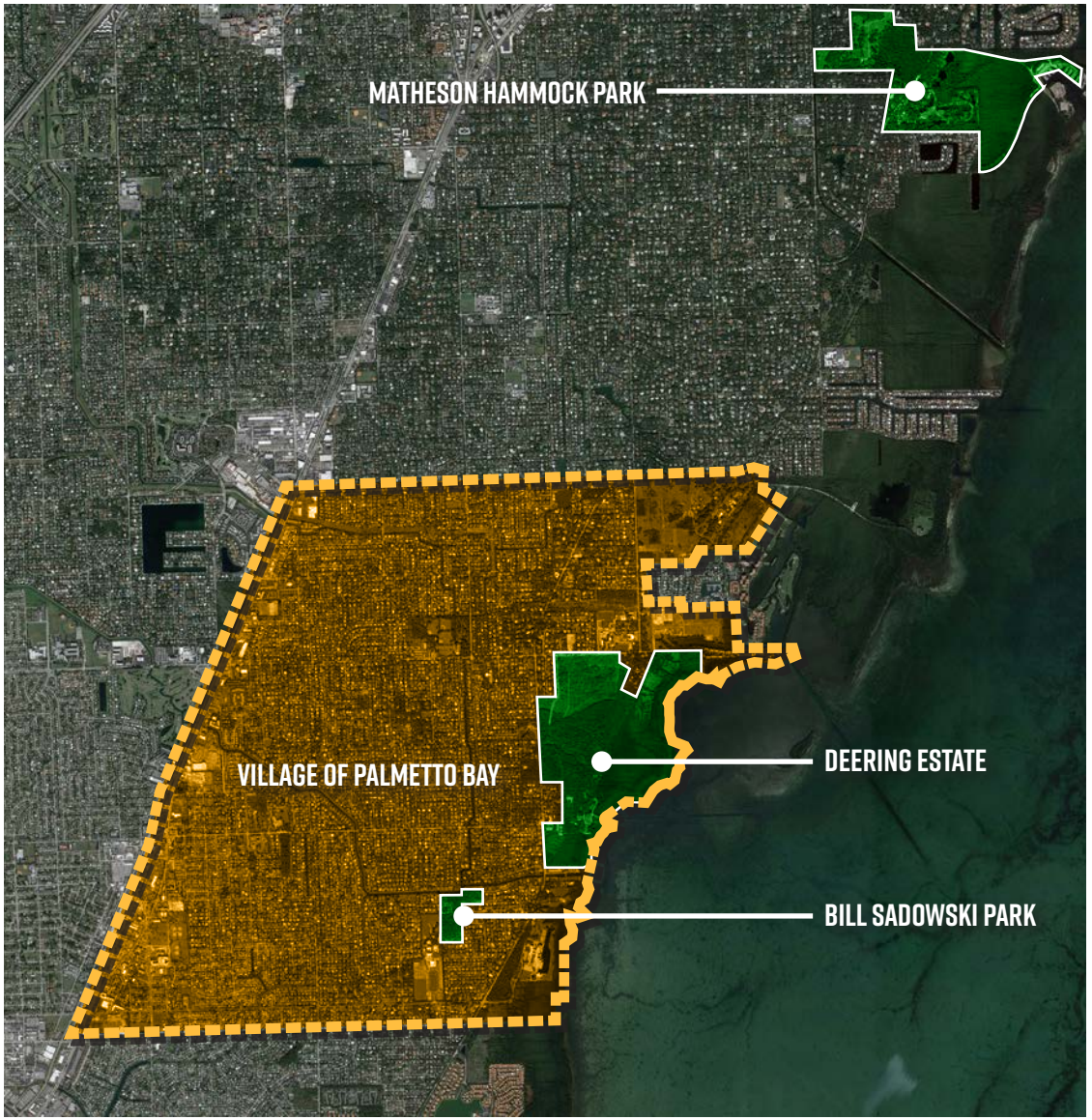
The remaining neighborhood parks and facilities are dispersed throughout the southern sector, ensuring accessible open spaces for residents in this area. As part of the Village's planning process, additional sites for the development of new pocket parks are being explored to further balance the distribution of open spaces throughout the community. This careful planning aims to enhance the overall quality of life for residents by providing more evenly distributed recreational opportunities within the Village.

## NATURAL PARKS AND PRESERVES

Palmetto Bay is conveniently located near several natural parks and preserves, catering to the community's desires for nature-focused recreation:

- **Deering Estate:** A 444-acre estate featuring coastal hammock, mangrove forests, salt marshes, guided nature tours, bird-watching, and hiking trails.
- **Matheson Hammock Park:** A mangrove preserve with nature trails, an atoll pool, and opportunities for bird-watching and exploring native flora and fauna.
- **Bill Sadowski Park:** Encompassing hardwood hammocks, pinelands, and a drained Everglades slough featuring a main building, nature trails, and a native wildlife / birdwatching area.

These natural park preserves provide residents and visitors with opportunities to connect with nature and enjoy various outdoor activities in South Florida



# 4

# EXISTING PARKS CONDITIONS

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## 4.1 INTRODUCTION

This chapter provides an overview of existing park facilities, their urban context, identified issues, and potential opportunities that may be explored through this planning process. The existing park conditions analysis was developed through numerous site visits, a detailed desktop evaluation, and ongoing discussions with Village Staff and Elected Officials. In addition, each park was the subject of photographic documentation.

## 4.2 RECREATION PARKS AND FACILITIES SUMMARY

As part of the existing park conditions analysis, an evaluation of present conditions at each of the Village's parks addressed various aspects of the park's physical conditions. The assessment includes park property evaluation, availability of parking, existing buildings/shelters, active recreational facilities/sports fields, landscape materials, urban context, and any future village investments/improvements as part of the overall aesthetic conditions.

The existing park conditions analysis provides a basis for identifying necessary improvements, additional activities, and structures within the Villages current park system. This inventory and analysis, the needs assessment, and community preferences identified during the outreach survey form the basis for the development of alternative concept designs for selected parks, as well as any proposed redistribution of sports facilities/uses within the Village's parks system.

The following pages summarize the inventory of existing parks and facilities. The analysis includes a general indication of the initial findings, illustrated with photos and aerial photographs.



## 4. 3 LIST OF VILLAGE PARKS

The Village of Palmetto Bay currently maintains and operates the following parks and recreation facilities. A more detailed description and evaluation is provided on the following pages.

- Coral Reef Park
- Ludovici Park
- Palmetto Bay Park
- Perrine Community House
- Perrine Wayside Dog Park
- Thalatta Estate Park
- The Woods

## 4. 4 INDIVIDUAL PARK PLAN WORKSHOPS

Over the course of 2019-2020, early efforts to improve the parks within the Village included a series of public meetings. At these meetings, residents and stakeholders were afforded the opportunity to have their voice heard. At each of the workshops, a comprehensive presentation of all existing park components and amenities was made to the participants. Subsequently, in depth discussions with the community resulted in a series of

recommendations that were compiled for review and approval. As a result of these meetings, the following resolutions were adopted by ordinance to recommend for approval and incorporation as future improvements to some of the Village's parks. The individual ordinances are listed as follows:

- Ordinance No. 2019- 48 (Coral Reef Park Master Plan)
- Ordinance No. 2019- 104 (Palmetto Bay Park Master Plan)
- Ordinance No. 2019- 149 (Thalatta Estate Park Master Plan)
- Ordinance No. 2020- 26 (Ludovici Park Master Plan)
- Ordinance No. 2020- 27 (Perrine Wayside "Dog Park" Master Plan)

At approval, each of the ordinances would become the official "2019 Park Master Plan," for the following parks individually. Each of the individual park master plans included improvements on an item-by-item basis. The recommended improvements are listed for each park below:

## CORAL REEF PARK MASTER PLAN RECOMMENDATIONS

- Enhanced Tennis/Pickle Ball Facilities
- Tennis Shop
- Reconfigured Entrance on 152 Street
- Additional Volleyball Courts (2)
- Additional walking paths
- Canal Water Feature
- Canoe Launch/Paddle Boats/Storage
- Expanded Playground
- Frisbee Course
- Perimeter Landscaping/ Bern
- Nature Education/ Multipurpose Building

## PALMETTO BAY PARK MASTER PLAN RECOMMENDATIONS

- Splash Pad
- Enhanced Landscaping
- Pine Tree Preserve
- New Walkways
- Sensory Garden
- ADA Restroom
- Expanded Recreation Building
- Labyrinth
- Improved Skate Park
- New Fence
- Expanded Basketball Courts
- Storage

## THALATTA ESTATE PARK MASTER PLAN RECOMMENDATIONS

- Walkway along Canal
- New Pedestrian Bridge
- Pier
- Shoreline Stabilization

## LUDOVICI PARK MASTER PLAN RECOMMENDATIONS

- ADA Bathroom on 2nd Floor
- Elevator Repair
- Planter Wall Barrier along North Property Line
- Fencing along Mangroves

## PERRINE WAYSIDE "DOG PARK" MASTER PLAN RECOMMENDATIONS

- Seating area/re-contoured slope
- ADA bathroom




## CORAL REEF PARK

7895 SW 152ND STREET

FIGURE 16 – *CORAL REEF PARK SITE AERIAL*

## CORAL REEF PARK

### General Description

Coral Reef Park is an approximately 48-acre community park facility that serves the heart of the residential community and the greater overall northern region of the Village. The park is characterized by two distinct use areas that are split by the South Florida Water Management District Canal. A series of unique pedestrian bridges connect the two areas, enhancing the park's interconnectivity and linking the eastern side's passive nature with the more activity-based program on the west.

The park's main entrance is from SW 152nd Street on the south, with general neighborhood frontage along Palmetto Road to the east, SW 80th Avenue to the west, and SW 148th Street to the north. Two separate parking lots are accessed directly from SW 152nd Street. The east parking lot is 68 spaces. The western lot is 77 spaces, which are occasionally shared with Coral Reef Elementary. There are a total of 145 parking spaces. Palmetto Road is a heavily trafficked roadway that impedes pedestrian access on the eastern side of the park. However, the lower intensity scale of the roadways on the north and west allow for pedestrian activity into the park from these single-family residential neighborhoods.

Coral Reef Park offers a wide variety athletic facilities, including Baseball/Softball (3), Soccer (1), Football (1), Beach Volleyball (2), Tennis (8), and Racquetball (4). In addition to these athletic facilities, the park offers an expansive playground for different age groups. Surrounding the park is a network of walking and jogging paths, including pathways integrated through a natural pinelands preserve. At the park's center is a LEED-certified concession stand, where patrons can purchase food or drink to enjoy at one of the park's pavilions, picnic areas, or open play areas.

### Initial Observations

The following issues and opportunities were identified within the park:

- Limited seating areas for spectator sports
- Secluded natural trail area, separate from the rest of the park
- Dated playground equipment for a park of this significance
- Lack of indoor recreation/activity space

The following preliminary recommendations would improve this park:

- Expand areas for playground modernization, including the enhancement and addition of new playground equipment.
- Improve seating areas for spectator sports, with structured/ natural shade
- Introduce concepts for Crime Prevention Through Environmental Design (CPTED)
- Implement recommendations identified in the 2019 Coral Reef Park Master Plan

| PARK INVENTORY | AVAILABILITY | | CONDITION | | |
|---|---|---|---|---|---|
| | YES | NO | GOOD | FAIR | POOR |
| BASEBALL FIELD | ● | | ● | | |
| BASKETBALL COURT | | ● | | | |
| BIKE RACKS | ● | | | ● | |
| BOAT LAUNCH/DOCK | | ● | | | |
| COMMUNITY CENTER | | ● | | | |
| ENTRY SIGNS | ● | | | ● | |
| EXERCISE EQUIPMENT | ● | | | ● | |
| FENCING AND WALLS | ● | | ● | | |
| FIELD LIGHTING | | ● | | | |
| FIELD STORAGE | ● | | | ● | |
| FOOTBALL FIELD | ● | | | ● | |
| GENERAL LANDSCAPING | ● | | ● | | |
| MULTI-USE ROOMS | | ● | | | |
| PARKING | ● | | ● | | |
| PARK LIGHTING | | ● | | | |
| PARKING LOT LIGHTING | ● | | ● | | |
| PLAYGROUND EQUIPMENT | ● | | | ● | |
| PLAYGROUND SURFACES | ● | | ● | | |
| RAQUETBALL COURTS | ● | | | ● | |
| RESTROOMS | ● | | | ● | |
| SEATING AND FURNITURE | ● | | | ● | |
| SHADE STRUCTURE | ● | | ● | | |
| SKATING FACILITIES | | ● | | | |
| SOCCER FIELD | ● | | ● | | |
| SOD | ● | | ● | | |
| SWIMMING POOL | | ● | | | |
| TENNIS COURTS | ● | | ● | | |
| TREE CANOPY | ● | | ● | | |
| WALKWAY SURFACES | ● | | | ● | |
| WASTE RECEPTACLES | ● | | | ● | |
| WATER FOUNTAINS | ● | | | ● | |
| WIFI SERVICE | ● | | ● | | |









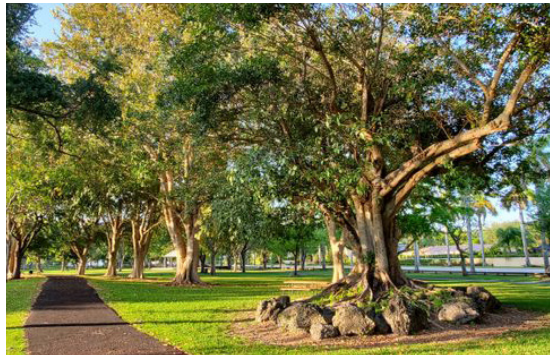


**FIGURE 17 –** *CORAL REEF PARK EXISTING SITE PHOTOS*











**FIGURE 18 –** *CORAL REEF PARK EXISTING SITE PHOTOS*

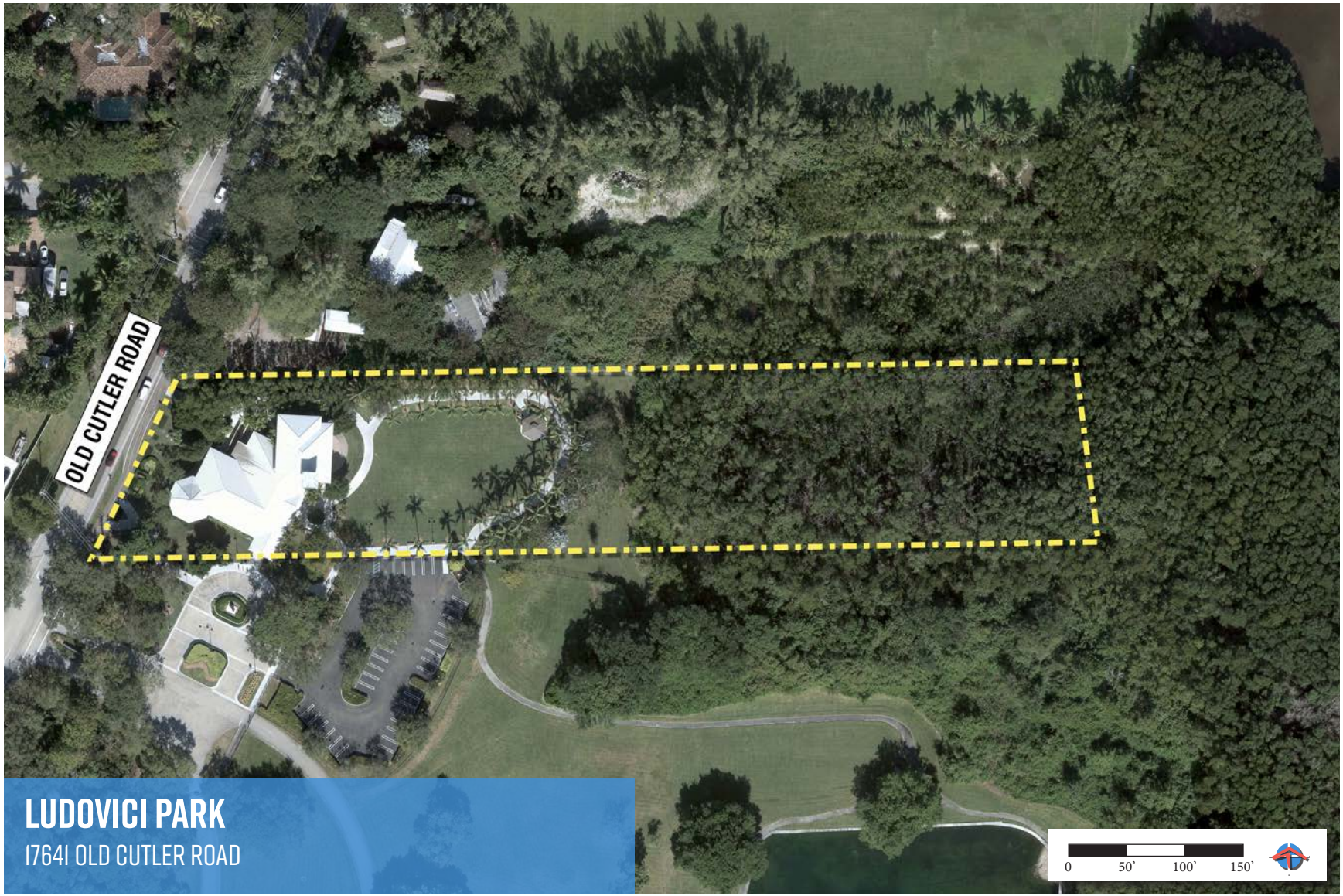



FIGURE 19 – *LUDOVICI PARK SITE AERIAL*

## LUDOVICI PARK

### General Description

Ludovici Park is an approximately 2.64-acre specialty park facility that serves the Village of Palmetto Bay. The park is characterized by its great lawn, which serves as the backdrop for the Edward and Arlene Feller Community Room and Amphitheater attached to the north side of the ground floor of the Palmetto Bay Branch Library.

The main entrance to the park is shared with the library, where the access occurs from Old Cutler Road, just south of SW 176th Street. It is served by a parking lot (32 spaces) directly on the south side of the lawn area. To the north is private residential property, to the south is Palmetto Bay Village Center, and east is Biscayne Bay. Given the prominent waterfront location, the park maintains vehicular access from a single roadway, Old Cutler Road. However, a shared-use pedestrian/bike path traverses along the library's west side and provides a significant pedestrian connector to the nearby single-family residential to the west and outward.

Ludovici Park offers the community a space to host outdoor performances or other events. The Library also hosts outdoor events, taking full advantage of the park's expansive lawn. Additional events, including the Take and Make Craft Days and Movie Matinees on Saturday nights, are some of the most popular. Surrounding the park and connecting to an extensive path system along Old Cutler Road is a walkway with various palm planting and landscape materials. Midway through the walkway, located at the east end of the park, is an outdoor gazebo structure where community members may enjoy a picnic or read a good book with the sounds of nature.

### Initial Observations

The following issues and opportunities were identified within the park:

- Lack of significant signage that separates the park from the library facility
- Highly visible parking areas without buffer, in close proximity to the lawn space
- Absence of significant tree at the edges of the open space

The following preliminary recommendations would improve this park:

- Celebrate the natural landscape features of the site, including mangroves
- Implement recommendations identified in the 2019 Ludovici Park Master Plan

| PARK INVENTORY | AVAILABILITY | | CONDITION | | |
|---|---|---|---|---|---|
| | YES | NO | GOOD | FAIR | POOR |
| BASEBALL FIELD | | ● | | | |
| BASKETBALL COURT | | ● | | | |
| BIKE RACKS | ● | | ● | | |
| BOAT LAUNCH/DOCK | | ● | | | |
| COMMUNITY CENTER | | ● | | | |
| ENTRY SIGNS | ● | | ● | | |
| EXERCISE EQUIPMENT | | ● | | | |
| FENCING AND WALLS | ● | | | ● | |
| FIELD LIGHTING | | ● | | | |
| FIELD STORAGE | | ● | | | |
| FOOTBALL FIELD | | ● | | | |
| GENERAL LANDSCAPING | ● | | ● | | |
| MULTI-USE ROOMS | ● | | ● | | |
| PARKING | ● | | ● | | |
| PARK LIGHTING | ● | | ● | | |
| PARKING LOT LIGHTING | ● | | ● | | |
| PLAYGROUND EQUIPMENT | | ● | | | |
| PLAYGROUND SURFACES | | ● | | | |
| RAQUETBALL COURTS | | ● | | | |
| RESTROOMS | ● | | | ● | |
| SEATING AND FURNITURE | ● | | ● | | |
| SHADE STRUCTURE | ● | | | ● | |
| SKATING FACILITIES | | ● | | | |
| SOCCER FIELD | | ● | | | |
| SOD | ● | | ● | | |
| SWIMMING POOL | | ● | | | |
| TENNIS COURTS | | ● | | | |
| TREE CANOPY | ● | | | ● | |
| WALKWAY SURFACES | ● | | ● | | |
| WASTE RECEPTACLES | ● | | ● | | |
| WATER FOUNTAINS | ● | | | ● | |
| WIFI SERVICE | ● | | ● | | |







**FIGURE 20 –** *LUDOVICI PARK EXISTING SITE PHOTOS*










**FIGURE 21 –** *LUDOVICI PARK EXISTING SITE PHOTOS*




FIGURE 22 – *PALMETTO BAY PARK SITE AERIAL*

## PALMETTO BAY PARK

### General Description

Palmetto Bay Park is an approximately 24.84-acre community park facility serving the greater Village of Palmetto Bay. The park is characterized by its prominent location in proximity to the Village Hall Complex. The park occupies the eastern boundary of the more significant planned area, Downtown Palmetto Bay. Given its prominent location within this area of the Village, the park holds excellent potential to attract users from the existing single-family neighborhoods to the east and the new residents proposed for the mixed-use district to the west.

The park's primary vehicular entrance is from SW 175th Terrace on the very northeast side, entering a series of parking lots. Other boundaries include the new park drive adjacent to the undeveloped parcels on the west, SW 180th Street on the south, and SW 94th Avenue bordering a stable single-family residential neighborhood on the east. While vehicular traffic enters from the north entrance, the park is surrounded by a significant walking path where pedestrians/bicyclists may access the park, given the urbanized area.

Palmetto Bay Park offers a wide array of park amenities for residents of the Village. The park hosts several basketball (2), softball/baseball fields (6), and open fields (1) for soccer. A concession building with a second story observation deck overlooking the park is at the center of the fields. In addition to the fields, the park offers a fully accessible playground, broken down by ages, a newly renovated recreation room, and skate park. Surface parking totaling approximately 167 parking spaces serves park patrons. Walking paths link the various recreation and open green spaces, in addition to the two picnic pavilions available for rent.

### Initial Observations

The following issues and opportunities were identified within the park:

- Unremarkable signage lacks impact, given the context within the Village's up-and-coming "Downtown"
- Fails to capture pedestrian/bicycle connectivity from the eastern residential neighborhoods
- Lacks clear visibility from SW 180th Street on the south
- Understated presence of pine rockland

The following preliminary recommendations would improve this park:

- Improve the wayfinding program that capitalizes on the increased development intensity of the area
- Facilitate safe connectivity for pedestrians and bicyclists into the park and around the park property
- Utilize open space to introduce a civic water feature
- Implement recommendations identified in the 2019 Palmetto Bay Park Master Plan
- Emphasize the protection/restoration of pine rocklands and explore eductional opportunities around it
- Utilize open space on the south side of the park as a passive/quiet reflection area, with natural buffer from pine rocklands and the more active uses to the north

| PARK INVENTORY | AVAILABILITY | | CONDITION | | |
|---|---|---|---|---|---|
| | YES | NO | GOOD | FAIR | POOR |
| BASEBALL FIELD | ● | | ● | | |
| BASKETBALL COURT | ● | | ● | | |
| BIKE RACKS | ● | | ● | | |
| BOAT LAUNCH/DOCK | | ● | | | |
| COMMUNITY CENTER | | ● | | | |
| ENTRY SIGNS | ● | | | ● | |
| EXERCISE EQUIPMENT | ● | | | ● | |
| FENCING AND WALLS | ● | | ● | | |
| FIELD LIGHTING | ● | | ● | | |
| FIELD STORAGE | ● | | | ● | |
| FOOTBALL FIELD | ● | | | ● | |
| GENERAL LANDSCAPING | ● | | ● | | |
| MEETING ROOMS | ● | | ● | | |
| PARKING | ● | | ● | | |
| PARK LIGHTING | ● | | ● | | |
| PARKING LOT LIGHTING | ● | | ● | | |
| PLAYGROUND EQUIPMENT | ● | | | ● | |
| PLAYGROUND SURFACES | ● | | | ● | |
| RAQUETBALL COURTS | | ● | | | |
| RESTROOMS | ● | | ● | | |
| SEATING AND FURNITURE | ● | | | ● | |
| SHADE STRUCTURE | ● | | ● | | |
| SKATING FACILITIES | ● | | | ● | |
| SOCCER FIELD | ● | | | ● | |
| SOD | ● | | | ● | |
| SWIMMING POOL | | ● | | | |
| TENNIS COURTS | | ● | | | |
| TREE CANOPY | ● | | | ● | |
| WALKWAY SURFACES | ● | | ● | | |
| WASTE RECEPTACLES | ● | | ● | | |
| WATER FOUNTAINS | ● | | | ● | |
| WIFI SERVICE | ● | | ● | | |







**FIGURE 23 –** *PALMETTO BAY PARK EXISTING SITE PHOTOS*



**FIGURE 24 –** *PALMETTO BAY PARK EXISTING SITE PHOTOS*

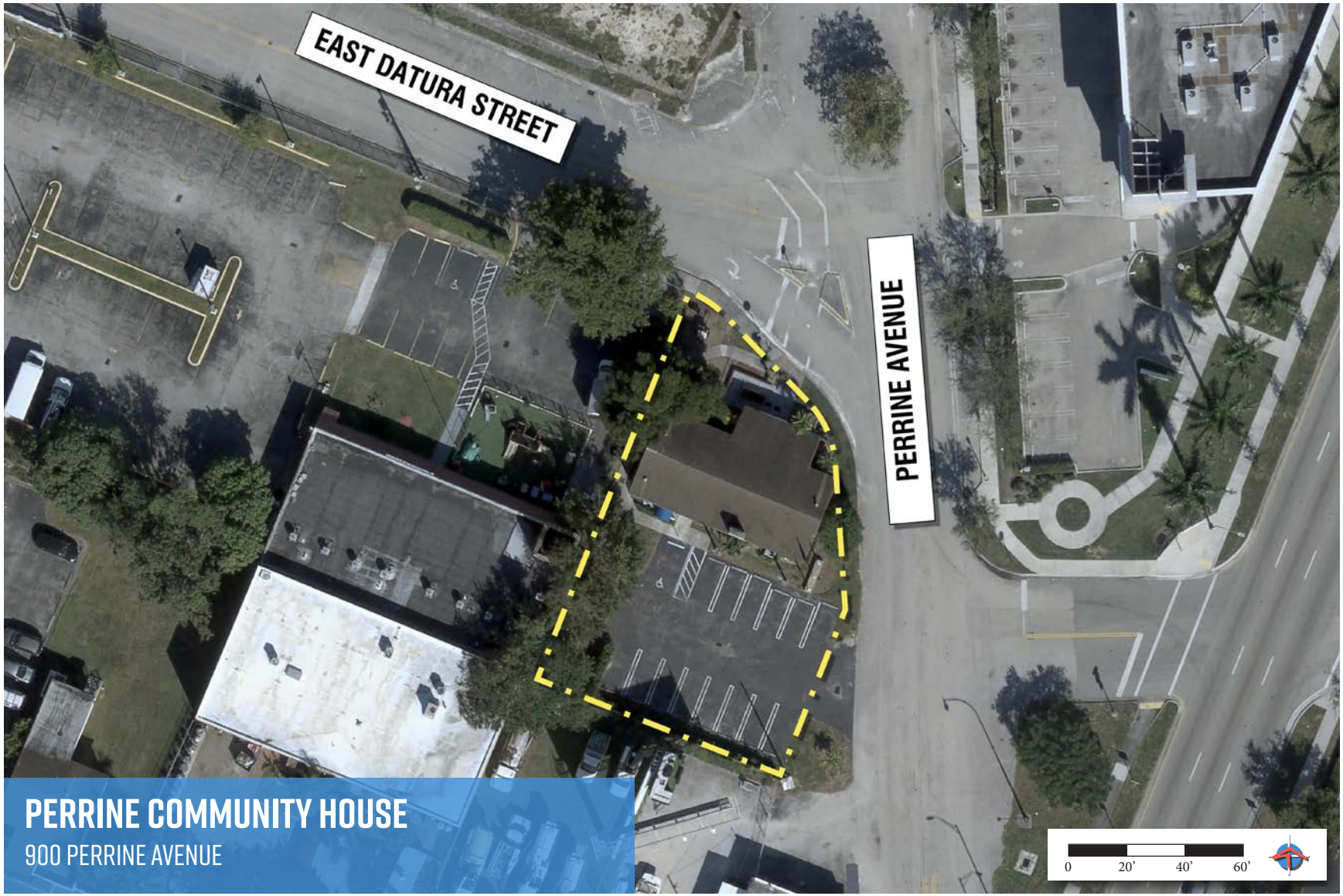



FIGURE 25 – *PERRINE COMMUNITY HOUSE SITE AERIAL*

## PERRINE COMMUNITY HOUSE

### General Description

Perrine Community House sits on an approximately 1/3rd – acre property, and is a specialty park facility centrally located within the "downtown" of Palmetto Bay. The facility's location at the confluence of several busy streets and avenues makes this a challenging location to access.

The facility is located on the southwest corner of W Datura Street and SW 97th Avenue intersection. Behind the building is a surface parking lot (15 spaces) that serves the community center, terminating at the SW 175th Terrace and S Dixie Highway intersection.

The Perrine Community House offers a community rental facility predominantly utilized as a meeting space for small village events. Presently, the Village hosts an art exhibition featuring local artists on the third Saturday of each month.

### Initial Observations

The following issues and opportunities were identified within the park:

- Lacks visual prominence for a civic use within the area
- Confusing street network layout makes it difficult to access the facility

The following preliminary recommendations would improve this park:

- Improve pedestrian connections via crosswalks, traffic calming, given its proximity to the "downtown"
- Plan for future storm events, including the installation of impact windows
- Increase civic identity via signage/specialty landscaping, architectural feature

| PARK INVENTORY | AVAILABILITY | | CONDITION | | |
|---|---|---|---|---|---|
| | YES | NO | GOOD | FAIR | POOR |
| BASEBALL FIELD | | ● | | | |
| BASKETBALL COURT | | ● | | | |
| BIKE RACKS | | ● | | | |
| BOAT LAUNCH/DOCK | | ● | | | |
| COMMUNITY CENTER | | ● | | | |
| ENTRY SIGNS | ● | | | | ● |
| EXERCISE EQUIPMENT | | ● | | | |
| FENCING AND WALLS | ● | | | ● | |
| FIELD LIGHTING | | ● | | | |
| FIELD STORAGE | | ● | | | |
| FOOTBALL FIELD | | ● | | | |
| GENERAL LANDSCAPING | ● | | ● | | |
| MEETING ROOMS | ● | | ● | | |
| PARKING | ● | | | ● | |
| PARK LIGHTING | | ● | | | |
| PARKING LOT LIGHTING | ● | | ● | | |
| PLAYGROUND EQUIPMENT | | ● | | | |
| PLAYGROUND SURFACES | | ● | | | |
| RAQUETBALL COURTS | | ● | | | |
| RESTROOMS | ● | | ● | | |
| SEATING AND FURNITURE | | ● | | | |
| SHADE STRUCTURE | | ● | | | |
| SKATING FACILITIES | | ● | | | |
| SOCCER FIELD | | ● | | | |
| SOD | ● | | | ● | |
| SWIMMING POOL | | ● | | | |
| TENNIS COURTS | | ● | | | |
| TREE CANOPY | ● | | | ● | |
| WALKWAY SURFACES | ● | | | ● | |
| WASTE RECEPTACLES | | ● | | | |
| WATER FOUNTAINS | ● | | ● | | |
| WIFI SERVICE | ● | | ● | | |







**FIGURE 26 –** *PERRINE COMMUNITY HOUSE EXISTING SITE PHOTOS*












**FIGURE 27 –** *PERRINE COMMUNITY HOUSE EXISTING SITE PHOTOS*




## PERRINE WAYSIDE DOG PARK

16425 S DIXIE HIGHWAY

**FIGURE 28 –** *PERRINE WAYSIDE DOG PARK SITE AERIAL*

## PERRINE WAYSIDE DOG PARK

### General Description

Perrine Wayside Dog Park is an approximately 2.73-acre specialty neighborhood park facility within the Village. The park's unique site layout is characterized by a natural lake water feature at the center of a densely planted tree canopy, making it ideal for families with dogs. The park offers separate areas for small and large dogs to roam off-leash and a network of interconnected pathways for guided walks around the landscape areas within the natural setting.

The park's primary vehicular entrance is from South Dixie Highway, just south of SW 160th Street. Given its prominent location on the heavily trafficked US-1 corridor, the park may be difficult to access for people traveling southbound without driving past the entrance and making a U-turn. Signage for the park is not easily identifiable as it gets lost within the primarily business-centric signage of the roadway corridor. While there are car dealerships to the north and south of the site, a school and residential neighborhood across 93rd Place to the east provides many opportunities for people to access the park from the secondary pedestrian only entrance at the terminus of SW 164th Street.

The Perrine Wayside Dog Park offers many of the standard features of a fully accessible dog park facility. These include the double gate entrances to each enclosed area (large and small dogs) at primary and secondary access points. A meandering perimeter walking path with a fence is covered in ample shade from the trees overhead and broken up with separate areas for dog park play equipment, seating areas/furnishings, a gazebo, and pet water fountains.

### Initial Observations

The following issues and opportunities were identified within the park:

- Limited visibility and difficult access
- Worn ground surfaces within the dog run area
- Sloped area with rocks at the edge of the water body
- Lack of dog run areas with protection from sloping rock areas at the water's edge

The following preliminary recommendations would improve this park:

- Capitalize on available open space to provide more areas for dog toys/equipment and run space
- Improve park signage
- Incorporate more comfortably shaded seating areas at the water's edge
- Implement recommendations identified in the 2019 Perrine Wayside "Dog Park" Master Plan

| PARK INVENTORY | AVAILABILITY | | CONDITION | | |
|---|---|---|---|---|---|
| | YES | NO | GOOD | FAIR | POOR |
| BASEBALL FIELD | | ● | | | |
| BASKETBALL COURT | | ● | | | |
| BIKE RACKS | | ● | | | |
| BOAT LAUNCH/DOCK | | ● | | | |
| COMMUNITY CENTER | | ● | | | |
| ENTRY SIGNS | ● | | ● | | |
| EXERCISE EQUIPMENT | | ● | | | |
| FENCING AND WALLS | ● | | ● | | |
| FIELD LIGHTING | | ● | | | |
| FIELD STORAGE | | ● | | | |
| FOOTBALL FIELD | | ● | | | |
| GENERAL LANDSCAPING | ● | | ● | | |
| MULTI-USE ROOMS | | ● | | | |
| PARKING | ● | | | ● | |
| PARK LIGHTING | | ● | | | |
| PARKING LOT LIGHTING | | ● | | | |
| PLAYGROUND EQUIPMENT | | ● | | | |
| PLAYGROUND SURFACES | | ● | | | |
| RAQUETBALL COURTS | | ● | | | |
| RESTROOMS | | ● | | | |
| SEATING AND FURNITURE | ● | | ● | | |
| SHADE STRUCTURE | ● | | ● | | |
| SKATING FACILITIES | | ● | | | |
| SOCCER FIELD | | ● | | | |
| SOD | ● | | | ● | |
| SWIMMING POOL | | ● | | | |
| TENNIS COURTS | | ● | | | |
| TREE CANOPY | ● | | ● | | |
| WALKWAY SURFACES | ● | | ● | | |
| WASTE RECEPTACLES | ● | | ● | | |
| WATER FOUNTAINS | ● | | ● | | |
| WIFI SERVICE | ● | | ● | | |

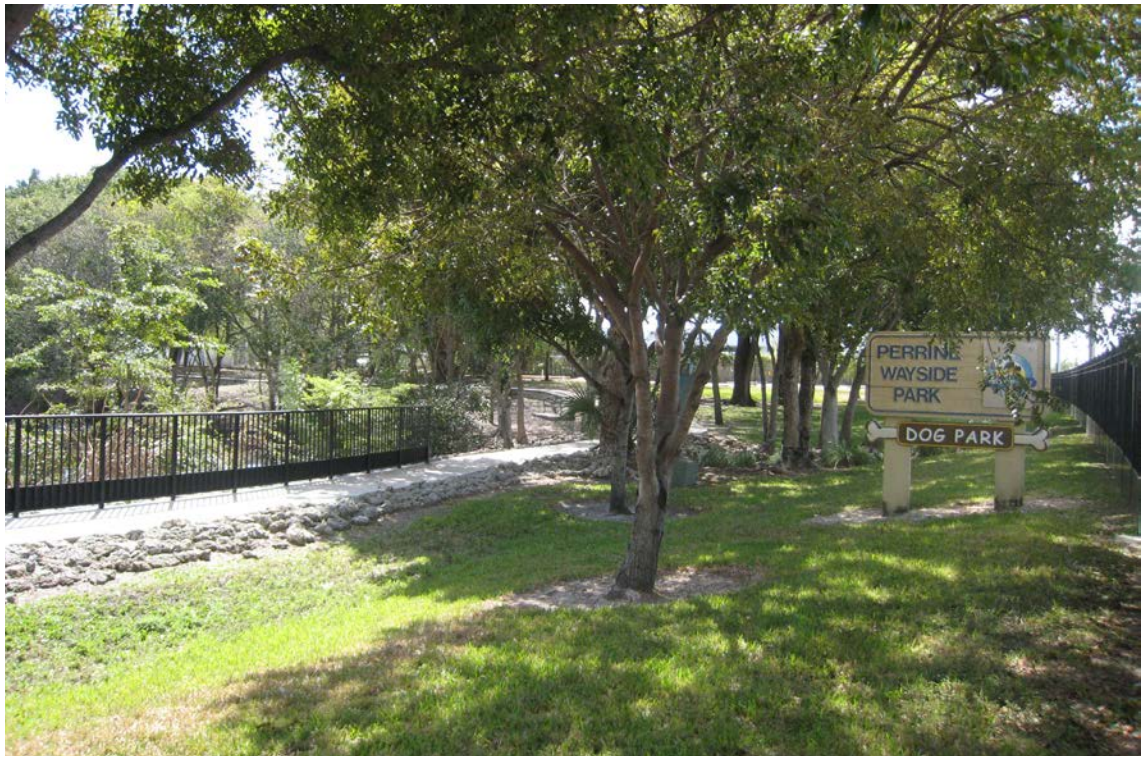







**FIGURE 29 –** *PERRINE WAYSIDE DOG PARK EXISTING SITE PHOTOS*







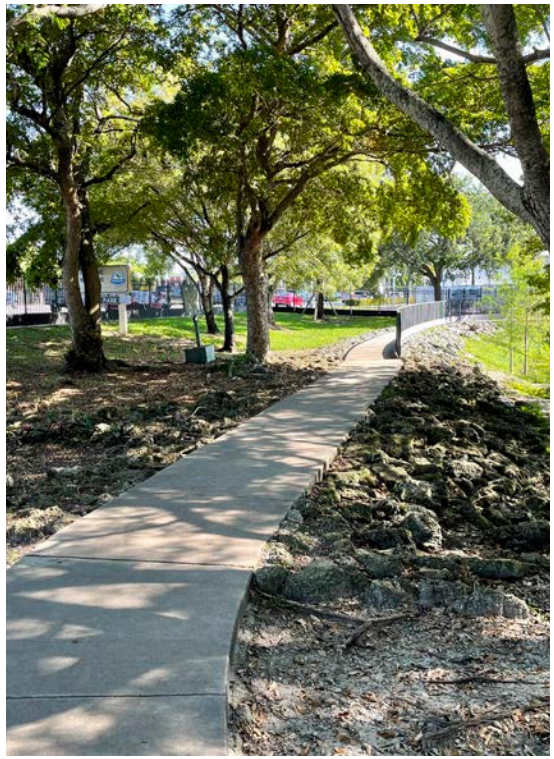


**FIGURE 30 –** *PERRINE WAYSIDE DOG PARK EXISTING SITE PHOTOS*




FIGURE 31 – *THALATTA ESTATE PARK SITE AERIAL*

## THALATTA ESTATE PARK

### General Description

Thalatta Estate Park is an approximately 3.52-acre specialty park facility serving the Village of Palmetto Bay and Miami-Dade County. The park is characterized by its Mediterranean two-story vintage residence on the western side of the property, which serves as the terminating feature of the main entrance. To the east, leading up to an unobstructed view of Biscayne Bay is a classic garden setting with paths, furnishings, and landscaping.

The main entrance to the park occurs into the grand forecourt with a landscape garden square and paved surface parking off of Old Cutler Road, just north of SW 174th Street. The property holds a singular street frontage along Old Cutler Road. To the south is residential use, and to the north and east, water frontage is provided by a canal and Biscayne Bay.

The Thalatta Estate Park offers classic European charm with a Mediterranean-Revival home surrounded by an outdoor plaza, landscape water features, a grand lawn, and vast bay views. The park is an ideal space, available for rent for special events. Its picturesque views, quiet setting, and amply furnished outdoor spaces provide the residential neighborhoods due west and throughout the Village the perfect place to separate from the South Florida action.

### Initial Observations

The following issues and opportunities were identified within the park:

- Difficult to identify, given the setback monument signage within the landscaping
- Lack of shaded areas, especially within the garden seating areas
- Limited uses for younger age groups
- Underutilized areas of precious waterfront, including the canal frontage
- No park access from the water

The following preliminary recommendations would improve this park:

- Incorporate long access view towards the house, with the arrival signage
- Utilize the path to highlight the historical significance of the property or for sculptures/art
- Establish a clear link to the library and programming at Ludovici Park (signage/wayfinding)
- Offer access to the park via a pier structure in the water, or similar
- Implement recommendations identified in the 2019 Thalatta Estate Park Master Plan

| PARK INVENTORY | AVAILABILITY | | CONDITION | | |
|---|---|---|---|---|---|
| | YES | NO | GOOD | FAIR | POOR |
| BASEBALL FIELD | | ● | | | |
| BASKETBALL COURT | | ● | | | |
| BIKE RACKS | ● | | ● | | |
| BOAT LAUNCH/DOCK | | ● | | | |
| COMMUNITY CENTER | | ● | | | |
| ENTRY SIGNS | ● | | | ● | |
| EXERCISE EQUIPMENT | | ● | | | |
| FENCING AND WALLS | ● | | ● | | |
| FIELD LIGHTING | | ● | | | |
| FIELD STORAGE | | ● | | | |
| FOOTBALL FIELD | | ● | | | |
| GENERAL LANDSCAPING | ● | | ● | | |
| MULTI-USE ROOMS | | ● | | | |
| PARKING | ● | | ● | | |
| PARK LIGHTING | ● | | ● | | |
| PARKING LOT LIGHTING | ● | | | ● | |
| PLAYGROUND EQUIPMENT | | ● | | | |
| PLAYGROUND SURFACES | | ● | | | |
| RAQUETBALL COURTS | | ● | | | |
| RESTROOMS | ● | | ● | | |
| SEATING AND FURNITURE | ● | | ● | | |
| SHADE STRUCTURE | | ● | | | |
| SKATING FACILITIES | | ● | | | |
| SOCCER FIELD | | ● | | | |
| SOD | ● | | ● | | |
| SWIMMING POOL | | ● | | | |
| TENNIS COURTS | | ● | | | |
| TREE CANOPY | ● | | | ● | |
| WALKWAY SURFACES | ● | | ● | | |
| WASTE RECEPTACLES | ● | | ● | | |
| WATER FOUNTAINS | ● | | ● | | |
| WIFI SERVICE | ● | | ● | | |








**FIGURE 32 –** *THALATTA ESTATE PARK EXISTING SITE PHOTOS*











**FIGURE 33 –** *THALATTA ESTATE PARK EXISTING SITE PHOTOS*




FIGURE 34 – *THE WOODS SITE AERIAL*

## THE WOODS

### General Description

The Woods is an approximately 8.69-acre specialty passive park facility located in the heart of the Village of Palmetto Bay. The park was declared surplus by Miami-Dade County Resolution in July of 2019, and subsequently leased to the Village of Palmetto Bay as a passive park.

The passive park occupies a continguous area with three separate street frontages: SW 168th Street on the north, SW 88th Court to the west, and SW 88th Avenue to the east. The southern edge of the open space extends to the interior side of two single-family homes just beyond SW 172nd Street which dead-ends at the open space.

At the time of this report, the passive park functions as an unimproved natural area. Pursuant to the terms of the lease agreement with Miami-Dade County, improvements to the park shall be limited to installation of permanent signs indicating the parks passive nature, installation of a minimum six (6) park benches, a nature trail, and four interpretive signs explaining the value of any vegetation and wildlife. In addition, any invasive exotic plants shall be removed to accommodate planting of native hammock and wetland flora.

### Initial Observations

The following issues and opportunities were identified within the park:

- Lacking pedestrian connections from the neighborhoods to the east and west
- Limited presence/identity from the street
- Lack of signage/wayfinding

The following preliminary recommendations would improve this park:

- Increase visibililty of the park lands through signage program
- Improve identity of the park as a natural preserve
- Create pedestrian connections from the surrounding neighborhoods connecting to a nature trail
- Install furnishings that provide a place for quiet reflection
- Capitalize on opportunities for passive education programming

| PARK INVENTORY | AVAILABILITY | | CONDITION | | |
|---|---|---|---|---|---|
| | YES | NO | GOOD | FAIR | POOR |
| BASEBALL FIELD | | ● | | | |
| BASKETBALL COURT | | ● | | | |
| BIKE RACKS | | ● | | | |
| BOAT LAUNCH/DOCK | | ● | | | |
| COMMUNITY CENTER | | ● | | | |
| ENTRY SIGNS | | ● | | | |
| EXERCISE EQUIPMENT | | ● | | | |
| FENCING AND WALLS | | ● | | | |
| FIELD LIGHTING | | ● | | | |
| FIELD STORAGE | | ● | | | |
| FOOTBALL FIELD | | ● | | | |
| GENERAL LANDSCAPING | ● | | | ● | |
| MULTI-USE ROOMS | | ● | | | |
| PARKING | | ● | | | |
| PARK LIGHTING | | ● | | | |
| PARKING LOT LIGHTING | | ● | | | |
| PLAYGROUND EQUIPMENT | | ● | | | |
| PLAYGROUND SURFACES | | ● | | | |
| RAQUETBALL COURTS | | ● | | | |
| RESTROOMS | | ● | | | |
| SEATING AND FURNITURE | | ● | | | |
| SHADE STRUCTURE | | ● | | | |
| SKATING FACILITIES | | ● | | | |
| SOCCER FIELD | | ● | | | |
| SOD | ● | | | ● | |
| SWIMMING POOL | | ● | | | |
| TENNIS COURTS | | ● | | | |
| TREE CANOPY | ● | | | ● | |
| WALKWAY SURFACES | | ● | | | |
| WASTE RECEPTACLES | | ● | | | |
| WATER FOUNTAINS | | ● | | | |
| WIFI SERVICE | | ● | | | |

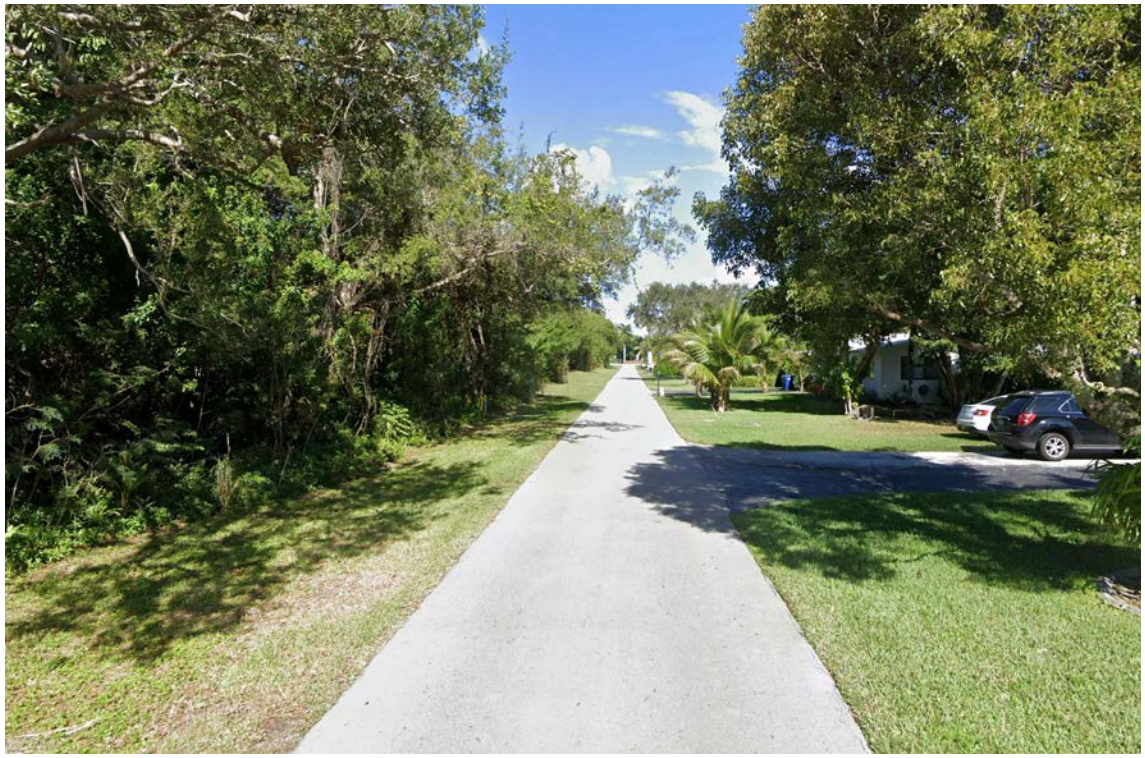






**FIGURE 35 –** *THE WOODS EXISTING SITE PHOTOS*









**FIGURE 36 –** *THE WOODS EXISTING SITE PHOTOS*

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# 5

# NEEDS ASSESSMENT

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## 5.1 INTRODUCTION

The Needs Assessment is a series of analysis designed and administered by the Team to engage the community on behalf of the Village. In the planning process, it is critically important to get residents and stakeholder feedback to inform future policies and actions to improve the Village's parks and recreation programs and facilities. Information received during the administration of the Needs Assessment elements are intended to inform future decisions regarding agency staffing, recreation offerings, and many other factors that effect strategic planning of the agency.

The National Recreation and Parks Association (NRPA) states Needs Assessments can give a sense of how the community currently engages with the agency, provides data on residents' satisfaction with the park and recreation agency offerings, and identifies community needs and priorities.

To best inform the Needs Assessment in this planning process, the Team prepared/administered the following:

- Urban Context Analysis (Refer to Chapter 3)
- Existing Park Conditions Analysis (Refer to Chapter 4)
- Community Interest and Opinion Survey
- Demographic Analysis
- Level of Service Analysis
- Additional Community Guidance

An overview synopsis of each analysis is provided in this Chapter. The full Community Interest and Opinion Survey Findings report is provided as part of the Appendix:

## 5. 2 COMMUNITY INTEREST AND OPINION SURVEY

### OVERVIEW

ETC Institute administered a Community Interest and Opinion Survey during the months of spring 2022. The survey will help the Village of Palmetto Bay plan for future recreation programs and facilities that meet the community's needs and preferences.

### METHODOLOGY

ETC Institute mailed a survey packet to a random sample of households in the Village of Palmetto Bay. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it online at PalmettoBaySurvey.org.

After the surveys were mailed, ETC Institute followed up by sending text messages and mailing postcards to encourage participation. The text messages and postcards contained a link to the online version of the survey to make it easy for residents to complete the survey. To prevent people who were not residents of the Village of Palmetto Bay from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered online with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not included in the final database for this report.

The goal was to complete a minimum of 400 completed surveys from residents. The goal was exceeded with 409 completed surveys collected. The overall results for the sample of 409 households have a precision of at least +/-4.7 at the 95% level of confidence.

This report contains the following:

- Charts showing the overall results of the survey (Section 2)
- Priority Investment Rating (PIR) that identifies priorities for facilities and programs (Section 3)
- Tabular data showing the overall results for all questions on the survey (Section 4)
- Responses from open-ended questions (Section 5)
- A copy of the survey instrument (Section 6)

The major findings of the survey are summarized on the following pages.

### PARKS AND RECREATION FACILITIES AND PROGRAMS USE

#### Use of Facilities and Amenities

Respondents were asked to select all the parks and recreation facilities/amenities used by their household. Large community parks (83%), walking paths (77%), and restrooms (57%) were selected most often. Then those respondents were asked to rate their level of satisfaction with each facility. Respondents were most satisfied (rating either very satisfied or satisfied) with large community parks (92%), tennis centers (92%), volleyball courts (91%), and open space/lawn (91%). The facilities/amenities most important to households (selected as one of respondent's top three priorities) were large community parks (55%), walking paths (53%), and small neighborhood parks (41%). Overall, 82% of households rated the overall quality of amenities as either good (55%) or excellent (27%).

#### Specific Facilities Used

Respondents were asked to select all the facilities their household had visited within the past two years. Coral Reef Park (93%) and Palmetto

Bay Park (59%) were the most popular parks. Respondents were then asked to choose the top two facilities they used most often; once again, Coral Reef Park (88%) and Palmetto Bay Park (46%) were selected.

### Program Participation

Respondents were asked if they had participated in Village of Palmetto Bay parks or recreation activities within the past two years. Twenty-two percent (22%) of respondents said someone in their household had participated. Of those participants, 54% had done 2-3 programs, and 33% had done one program. Respondents were most satisfied (rating very satisfied) with Nature Postings—Kast Away Kids Night Out (67%), tennis summer camp (50%), and Nature Postings—Family Kayak Adventure (47%). Those same respondents were then asked to rate their level of satisfaction with the program services and operations. Respondents were most satisfied (rating either very satisfied or satisfied) with the location of programs (88%), quality of instructors (81%), and quality of facility (80%).

### Barriers to Use

Most respondents (77%) said they drive to facilities, 73% walked, and 53% rode a bike. Sixty-one percent (61%) have access to parks and green space within walking distance of their home. The largest barriers facilities and programs use for respondents is distance from residence (15%), insufficient security (13%), and over-crowding (11%).

### Communication Methods

Respondents most often learned about recreation programs and activities from social media (39%), email blasts (32%), or the community recreation website (22%).

### Benefits of Services

Respondents were asked to indicate their level of agreement with two statements regarding the benefits of parks and recreation. Respondents equally strongly agreed (62%) with both statements (facilities enhance quality of life and increase property values).

## PARKS AND RECREATION IMPROVEMENTS AND FUNDING

### Taxation

Respondents were asked how much they'd be willing to pay in additional monthly tax revenue for the parks and recreation services they most value. The highest number of respondents (26%) said $10 or more followed by 22% not willing to pay anything. On a referendum to increase taxation, most respondents (54%) said they would likely vote in favor, 19% might vote in favor, 17% were not sure, and 10% would vote against (Figure 37).

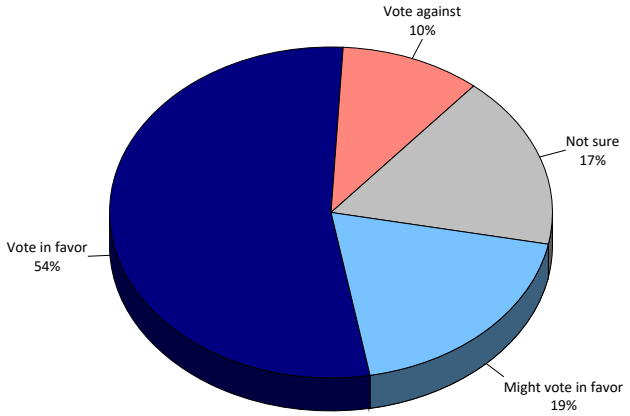



FIGURE 37 – *Q19: HOW RESPONDENTS WOULD LIKELY VOTE IN A REFERENDUM*

### Support for Improvements/ Developments

Respondents were provided a list of 14 potential actions to improve parks and recreation. Respondents were most supportive (selecting "very supportive") of maintaining existing trails and waterways (85%),

improving/maintaining existing parks, recreation facilities, and fields (83%), and developing new trails and connecting existing trails (66%). Respondents were then asked to select the four actions they would be most willing to fund. These were the four items selected most often:

- Improve/maintain parks, recreation facilities, and fields (46%)
- Develop indoor recreation center(s) (34%)
- Maintain existing trails and waterways (33%)
- Purchase land for new neighborhood parks (32%)

### Allocation of Funds

Respondents were asked to allocate a hypothetical $100 budget for Parks and Recreation. The highest amount of funding ($19.19) went to improvements/maintenance to existing parks and recreation facilities followed by $13.03 for acquiring more park land, and $12.81 for the development of new indoor recreation centers. The allocation for each of the categories is shown (Figure 38).

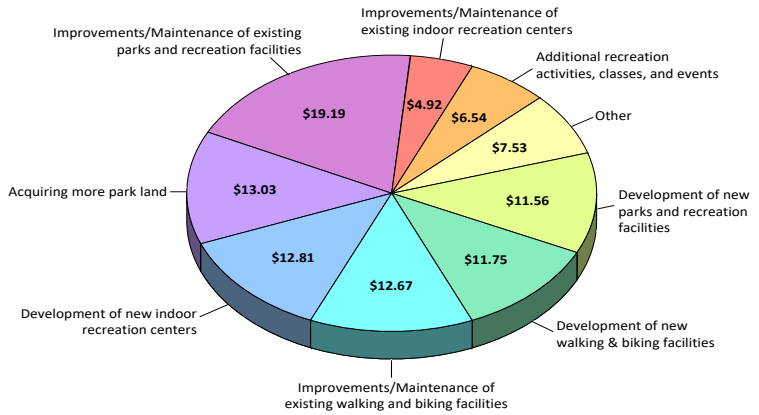



**FIGURE 38 –** *Q2I: WITH A BUDGET OF $100, HOW WOULD RESPONDENTS ALLOCATE FUNDS AMONG THESE CATEGORIES?*

## FACILITIES AND AMENITIES NEEDS AND PRIORITIES

### Facility/Amenity Needs

Respondents were asked to identify if their household had a need for 31 facilities/amenities and to rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest "unmet" need for various facilities/amenities.

The three facilities/amenities with the highest estimated number of households that have an unmet need:

- Exercise/fitness room – 2,115 households
- Community Gardens – 2,092 households
- Smaller neighborhood parks– 2,084 households

The estimated number of households that have unmet needs for each of the 31 facilities/amenities assessed is shown in (Figure 39).

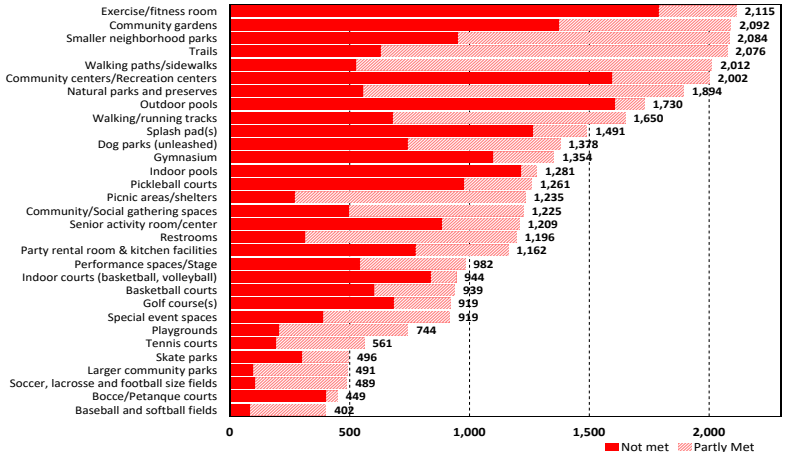



**FIGURE 39 –** *Q11C: ESTIMATED NUMBER OF HOUSEHOLDS WHOSE FACILITY/AMENITY NEEDS ARE ONLY "PARTLY MET" OR "NOT MET*

## Facilities and Amenities Importance

In addition to assessing the needs for each facility/amenity, ETC Institute also assessed the importance that residents placed on each item. Based on the sum of respondents' top four choices, these were the four most important amenities to residents:

- Natural parks and preserves (35%)
- Larger community parks (32%)
- Smaller neighborhood parks (32%)
- Walking paths/sidewalks (25%)

The percentage of residents who selected each facility/amenity as one of their top four choices is shown in (Figure 40).

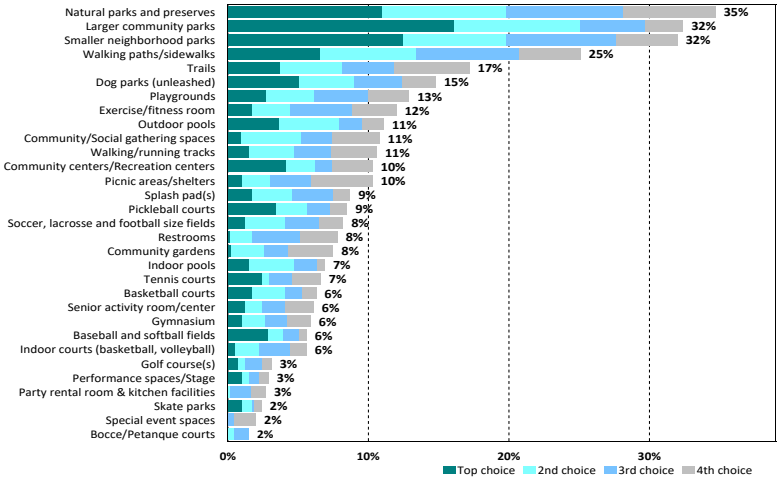



FIGURE 40 – *Q12: MOST IMPORTANT FACILITY AMENITY TO HOUSEHOLDS*

## Priorities for Facility Investments

The Priority Investment Rating (PIR) was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on recreation and parks investments. The Priority Investment Rating (PIR) equally weights (1) the importance that residents place on amenities/facilities and (2) how many residents have unmet needs for the facility/amenity. [ Details regarding the methodology for this analysis are provided in Section 3 of this report.]

Based the Priority Investment Rating (PIR), the following parks and recreation facilities/amenities were rated as high priorities for investment:

- Smaller neighborhood parks (PIR=190.8)
- Natural parks and preserves (PIR=189.6)
- Walking paths/sidewalks (PIR=167.5)
- Trails (PIR=147.7)
- Exercise/fitness room (PIR=134.6)
- Community centers/Recreation centers (PIR=124.4)
- Community gardens (PIR=120.5)
- Larger community parks (PIR=116.6)
- Outdoor pools (PIR=113.8)
- Walking/running tracks (PIR=108.6)
- Dog parks (unleashed) (PIR=107.8)

(Figure 41) shows the Priority Investment Rating for each of the 31 facilities/amenities assessed on the survey.

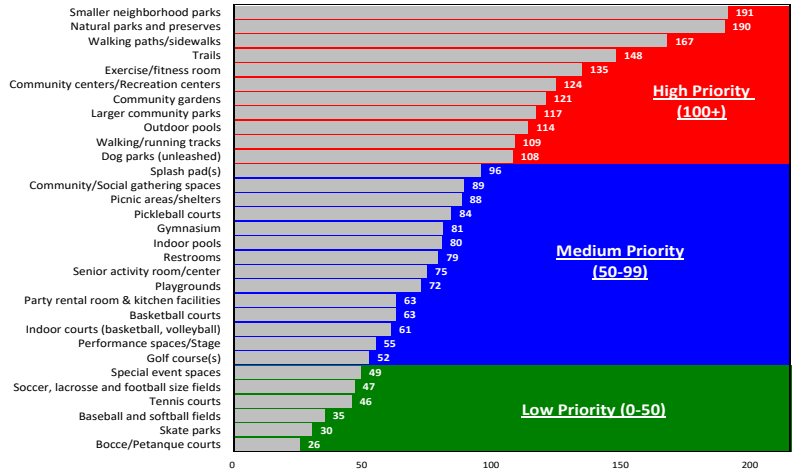



FIGURE 41 – *TOP PRIORITIES FOR INVESTMENT FOR FACILITY/AMENITY BASED ON PIR*

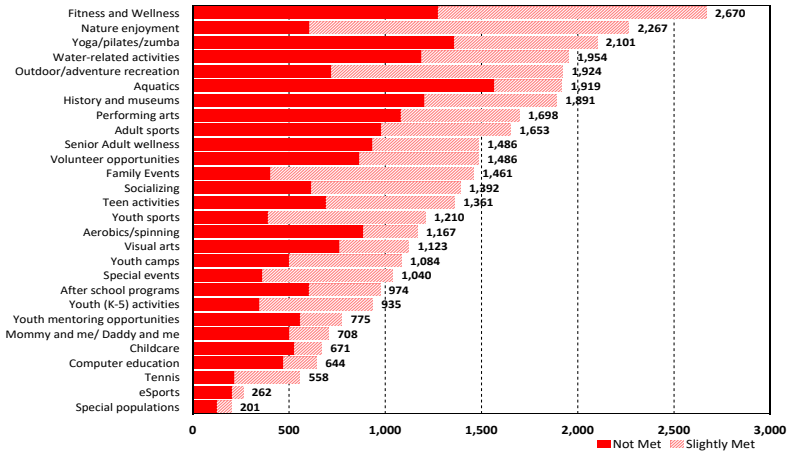



FIGURE 42 – *Q13C: ESTIMATED NUMBER OF HOUSEHOLDS WHOSE RECREATION ACTIVITY NEEDS ARE ONLY "PARTLY MET" OR "NOT MET"*

## VILLAGE OF PALMETTO BAY RECREATION ACTIVITY NEEDS AND PRIORITIES

### Activity Needs

Respondents were asked to identify if their household had a need for 28 activities and to rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest "unmet" need for various activities.

The three activities with the highest estimated number of households that have an unmet need:

- Fitness and Wellness – 2,670 households
- Nature enjoyment – 2,267 households
- Yoga/Pilates/Zumba – 2,101 households

The estimated number of households that have unmet needs for each of the 28 recreation activities assessed is shown in (Figure 42).

### Activities Importance

In addition to assessing the needs for each activity, ETC Institute also assessed the importance that residents placed on each item. Based on the sum of respondents' top four choices, these are the four most important recreation activities to residents:

- Nature Enjoyment (35%)
- Fitness and Wellness (31%)
- Outdoor/adventure recreation (19%)
- Family events (17%)

The percentage of residents who selected each activity as one of their top four choices is shown in (Figure 43).

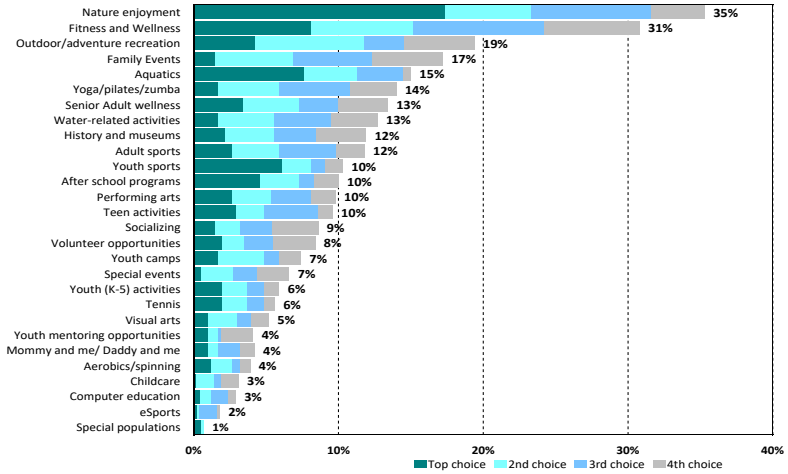



FIGURE 43 – *Q14: MOST IMPORTANT RECREATION ACTIVITY TO HOUSEHOLDS*

## Activity Participation

Respondents were asked to select the top four programs their household participated in most often. Nature enjoyment (38%), fitness and wellness (26%), outdoor/adventure recreation (23%), and family events (18%) were selected most often.

## Priorities for Recreation Activity Investments

The Priority Investment Rating (PIR) was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on recreation and parks investments. The Priority Investment Rating (PIR) equally weights (1) the importance that residents place on each activity and (2) how many residents have unmet needs for the activity. [ Details regarding the methodology for this analysis are provided in Section 3 of this report.]

Based the Priority Investment Rating (PIR), the following Village of Palmetto Bay activities were rated as high priorities for investment:

- Fitness and Wellness (PIR=188)
- Nature enjoyment (PIR=185)
- Outdoor/adventure recreation (PIR=127)
- Yoga/Pilates/Zumba (PIR=118)
- Aquatics (PIR=114)
- Water-related activities (PIR=109)
- History and museums (PIR=105)
- Family Events (PIR=103)

(Figure 44) shows the Priority Investment Rating for each of the 28 activities assessed.

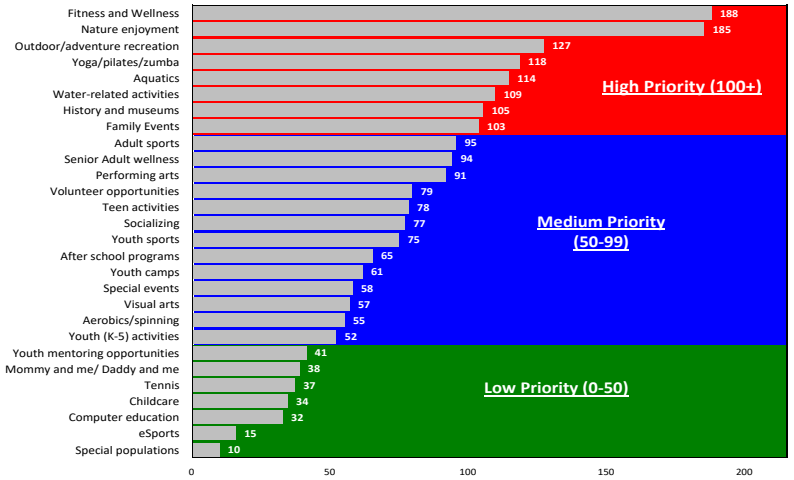



FIGURE 44 – *TOP PRIORITIES FOR INVESTMENT FOR RECREATION PROGRAMS BASED ON PIR*




**KEY FACTS**

24,614
Population

44.4
Median Age

2.9
Average Household Size

$126,383
Median Household Income

**EDUCATION**

5%
No High School Diploma

14%
High School Graduate

22%
Some College

60%
Bachelor's/Grad of Degree

**BUSINESS**

1,479
Total Businesses

10,386
Total Employees

**EMPLOYMENT**

77.1%
White Collar

10.2%
Blue Collar

12.7%
Services

2.5%
Unemployment Rate

**INCOME**

$126,383
Median Household Income

$64,108
Per Capita Income

$639,998
Median Net Worth

Households By Income

The largest group: $200,000+ (29.6%)
The smallest group: <$15,000 (2.2%)

| Indicator ▲ | Value | Diff |
|---|---|---|
| <$15,000 | 2.2% | -9.0% |
| $15,000 - $24,999 | 3.3% | -5.0% |
| $25,000 - $34,999 | 4.0% | -5.1% |
| $35,000 - $49,999 | 6.5% | -4.9% |
| $50,000 - $74,999 | 9.5% | -8.7% |
| $75,000 - $99,999 | 11.4% | -1.1% |
| $100,000 - $149,999 | 21.0% | +6.3% |
| $150,000 - $199,999 | 12.6% | +6.1% |
| $200,000+ | 29.6% | +21.4% |

**FIGURE 45 –** *INFOGRAPHIC SNAPSHOT*

** HOUSEHOLDS BY INCOME COMPARISON IS BETWEEN PALMETTO BAY AND THE STATE OF FLORIDA*

## 5. 3 DEMOGRAPHIC ANALYSIS

Ballard*King & Associates (BK) has completed a demographic analysis for Palmetto Bay, Florida (Figure 46).

BK accesses demographic information from Environmental Systems Research Institute (ESRI) who utilizes 2020 Census data and their demographers for 2022-2027 projections (Table 12).

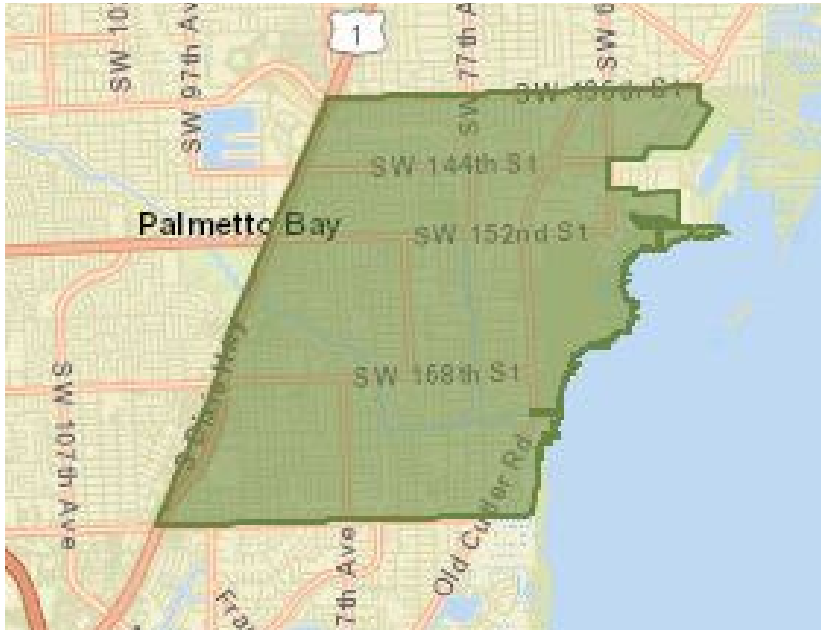



FIGURE 46 – PALMETTO BAY MAP

| DEMOGRAPHIC SUMMARY (PALMETTO BAY) | |
|---|---|
| POPULATION | |
| 2020 CENSUS | 24,439 |
| 2022 ESTIMATE | 24,614 |
| 2027 ESTIMATE | 24,328 |
| HOUSEHOLDS | |
| 2020 CENSUS | 8,339 |
| 2022 ESTIMATE | 8,436 |
| 2027 ESTIMATE | 8,366 |
| FAMILIES | |
| 2020 CENSUS | 6,177 |
| 2022 ESTIMATE | 6,905 |
| 2027 ESTIMATE | 6,852 |
| AVERAGE HOUSEHOLD SIZE | |
| 2020 CENSUS | 2.91 |
| 2022 ESTIMATE | 2.90 |
| 2027 ESTIMATE | 2.89 |
| ETHNICITY (2021 ESTIMATE) | |
| HISPANIC | 51.8% |
| WHITE | 46.7% |
| BLACK | 4.7% |
| AMERICAN INDIAN | 0.2% |
| ASIAN | 4.7% |
| PACIFIC ISLANDER | 0.0% |
| OTHER | 5.4% |
| MULTIPLE | 38.3% |
| MEDIAN AGE | |
| 2020 CENSUS | 43.7 |
| 2022 ESTIMATE | 44.4 |
| 2027 ESTIMATE | 43.9 |
| MEDIAN INCOME | |
| 2022 ESTIMATE | $126,383 |
| 2027 ESTIMATE | $141,310 |

1- 2010 to 2020 Census, Palmetto Bay experienced a 4.4% increase in pop.

TABLE 12 – *DEMOGRAPHIC SUMMARY TABLE*

## AGE AND INCOME

The median age and household income levels are compared with the national number as both of these factors are primary determiners of participation in recreation activities. The lower the median age, the higher the participation rates are for most activities. The level of participation also increases as the median income level goes up.

| MEDIAN AGE | | | |
|---|---|---|---|
| | 2020 CENSUS | 2022 PROJECTION | 2027 PROJECTIONS |
| PALMETTO BAY | 43.7 | 44.4 | 43.9 |
| STATE OF FLORIDA | 40.8 | 42.8 | 43.2 |
| NATIONALLY | 38.6 | 38.9 | 39.6 |

TABLE 13 – *MEDIAN AGE*

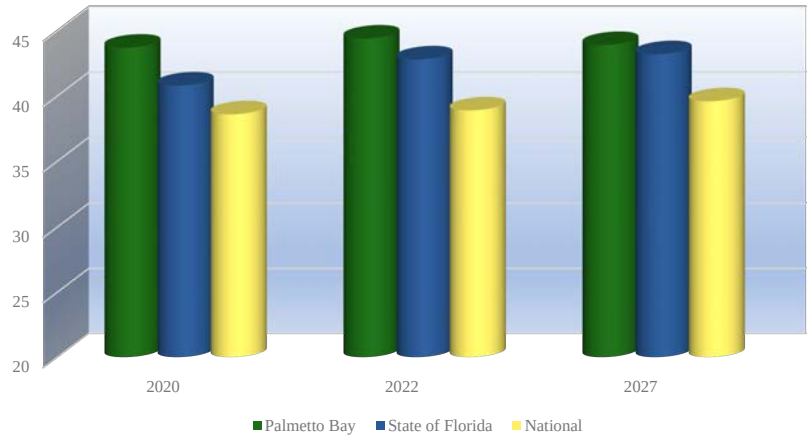



FIGURE 47 – *MEDIAN AGE*

The median age (Table 13) in Palmetto Bay is higher than the State of Florida and the National number.

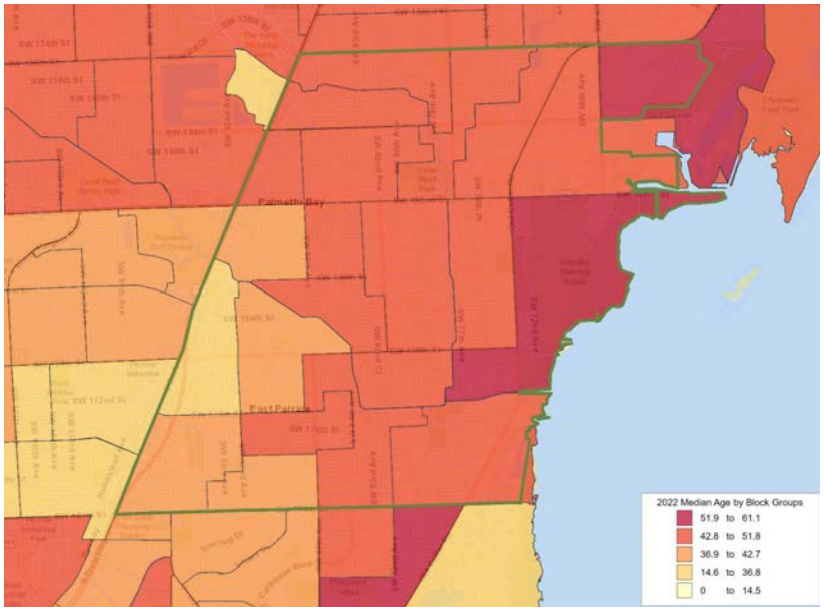



FIGURE 48 – *MEDIAN AGE BY BLOCK GROUP*

## HOUSEHOLDS WITH CHILDREN

The following charts provides the number of households and percentage of households in Palmetto Bay with children.

| HOUSEHOLDS WITH CHILDREN | | |
|---|---|---|
| | # OF HOUSEHOLDS WITH CHILDREN | % OF HOUSEHOLDS W/ CHILDREN |
| PALMETTO BAY | | 38.4% |
| STATE OF FLORIDA | -- | 26.8% |

TABLE 14 – *HOUSEHOLDS WITH CHILDREN*

The information contained in (Table 14) helps further outline the presence of families with children. As a point of comparison in the 2020 Census, 30.7% of households nationally had children present.

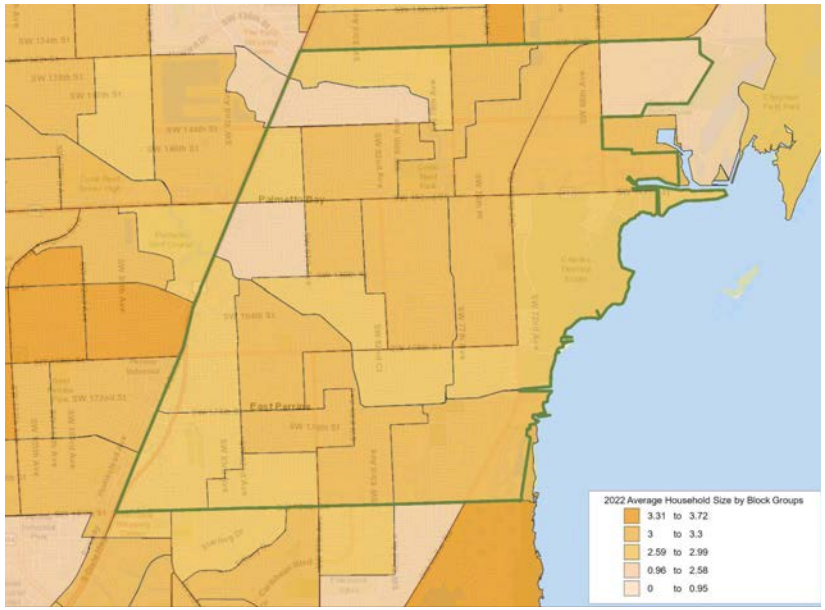



FIGURE 49 – *AVERAGE HOUSEHOLD SIZE BY BLOCK GROUP*

## MEDIAN HOUSEHOLD INCOME

| MEDIAN HOUSEHOLD INCOME | | |
|---|---|---|
| | 2022 PROJECTION | 2027 PROJECTIONS |
| PALMETTO BAY | $126,383 | $141,310 |
| STATE OF FLORIDA | $65,438 | $78,674 |
| NATIONALLY | $72,414 | $84,445 |

TABLE 15 – *MEDIAN HOUSEHOLD INCOME*

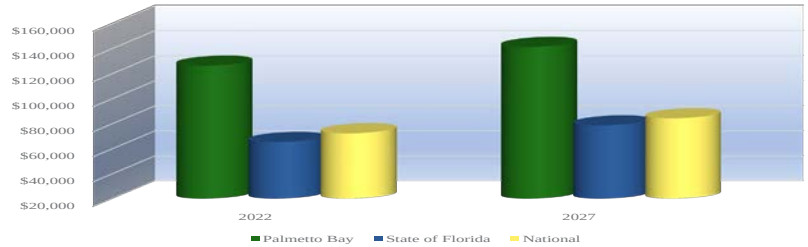



FIGURE 50 – *MEDIAN HOUSEHOLD INCOME*

Based on 2022 projections for median household income (Table 15) the following narrative describes the service areas:

In Palmetto Bay, the percentage of households with median income over $50,000 per year is 84.0% compared to 61.6% on a national level. Furthermore, the percentage of the households in the service area with median income less than $25,000 per year is 5.5% compared to a level of 18.0% nationally.

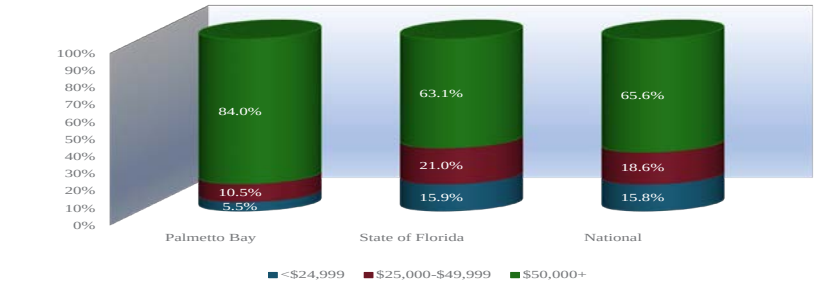



FIGURE 51 – *MEDIAN HOUSEHOLD INCOME DISTRIBUTION*

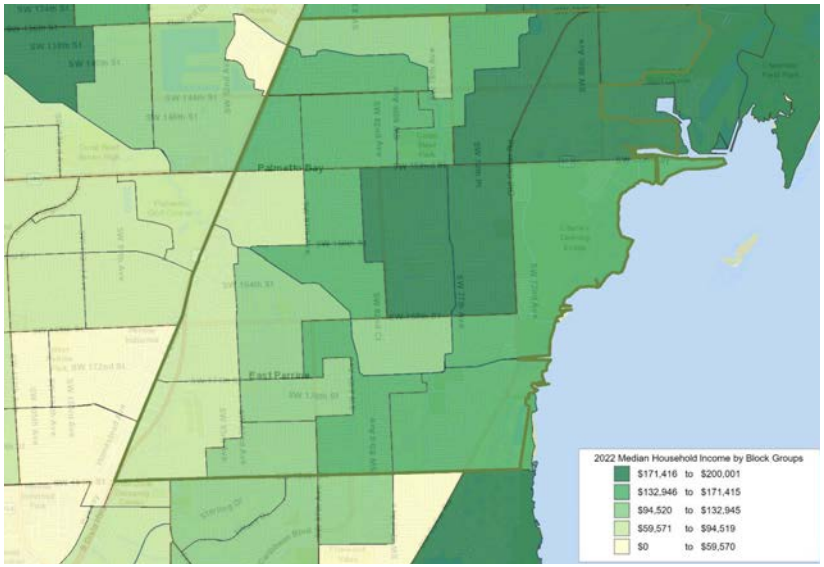



FIGURE 52 – *MEDIAN INCOME BY BLOCK GROUP*

## HOUSEHOLD BUDGET EXPENDITURES

In addition to taking a look at Median Age and Median Income, it is important to examine Household Budget Expenditures (Table 16). In particular, reviewing housing information; shelter, utilities, fuel and public services along with entertainment & recreation can provide a snapshot into the cost of living and spending patterns in the community.

| HOUSEHOLD BUDGET EXPENDITURES[2] | | | |
|---|---|---|---|
| PALMETTO BAY | SPI | AVERAGE AMOUNT SPENT | PERCENT |
| HOUSING | 175 | $49,850.43 | 32.2% |
| SHELTER | 178 | $40,693.08 | 26.3% |
| UTILITIES, FUEL, PUBLIC SERVICE | 162 | $9,157.35 | 5.9% |
| ENTERTAINMENT AND REC | 171 | $6,267.02 | 4.0% |
| **STATE OF FLORIDA** | **SPI** | **AVERAGE AMOUNT SPENT** | **PERCENT** |
| HOUSING | 92 | $26,249.60 | 31.7$ |
| SHELTER | 91 | $20,931.14 | 25.3% |
| UTILITIES, FUEL, PUBLIC SERVICE | 94 | $5,318.46 | 6.4% |
| ENTERTAINMENT AND REC | 92 | $3,371.59 | 4.1% |

TABLE 16 – *HOUSEHOLD BUDGET EXPENDITURES*

SPI: Spending Potential Index as compared to the National number of 100

Average Amount Spent: The average amount spent per household

Percent: Percent of the total 100% of household expenditures

Note: Shelter along with Utilities, Fuel, Public Service are a portion of the Housing percentage.

2 Consumer Spending data are derived from the 2018 and 2019 Consumer Expenditure Surveys, Bureau of Labor Statistics. ESRI forecasts for 2022 and 2027.

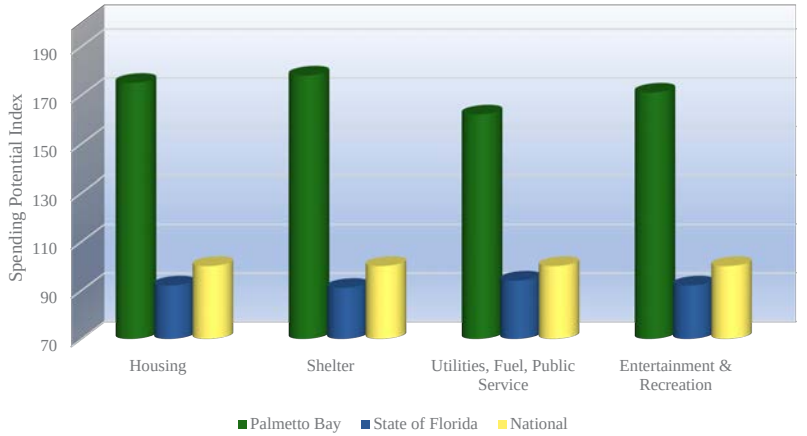



FIGURE 53 – *HOUSEHOLD BUDGET EXPENDITURES SPENDING POTENTIAL INDEX*

The relationship between the median household income and the household budget expenditures is important. It points to the fact that the money being spent on household expenses in Palmetto Bay is considerably higher than the State and the National SPI.

The total number of housing units in Palmetto Bay is 8,934 and 93.3% are occupied, or 8,339 housing units. The total vacancy rate for the service area is 7.8%. Of the available units:

- For Rent 1.4%
- Rented, not Occupied 1.3%
- For Sale 0.6%
- Sold, not Occupied 0.0%
- For Seasonal Use 1.5%
- Other Vacant 0.9%

## RECREATION EXPENDITURES SPENDING POTENTIAL INDEX

Finally, through ESRI it is possible to examine the overall propensity for households to spend dollars on recreation activities. The following comparisons are possible (Table 17).

| RECREATION EXPENDITURES SPENDING POTENTIAL INDEX[3] | | |
|---|---|---|
| PALMETTO BAY | SPI | AVERAGE AMOUNT SPENT |
| FEES FOR PARTICIPANT SPORTS | 191 | $249.67 |
| FEES FOR RECREATIONAL LESSONS | 216 | $344.96 |
| SOCIAL, RECREATION, CLUB MEMBERSHIP | 192 | $542.11 |
| EXERCISE EQUIPMENT/GAME TABLES | **174** | $109.03 |
| OTHER SPORTS EQUIPMENT | 180 | $14.58 |
| STATE OF FLORIDA | SPI | AVERAGE AMOUNT SPENT |
| FEES FOR PARTICIPANT SPORTS | 95 | $124.51 |
| FEES FOR RECREATIONAL LESSONS | 84 | $134.73 |
| SOCIAL, RECREATION, CLUB MEMBERSHIP | 90 | $253.91 |
| EXERCISE EQUIPMENT/GAME TABLES | **91** | $56.92 |
| OTHER SPORTS EQUIPMENT | 93 | $7.56 |

TABLE 17 – *RECREATION EXPENDITURES SPENDING POTENTIAL INDEX*

SPI: Spending Potential Index as compared to the National number of 100

Average Amount Spent: The average amount spent for the service or item in a year

3 Consumer Spending data are derived from the 2016 and 2017 Consumer Expenditure Surveys, Bureau of Labor Statistics.

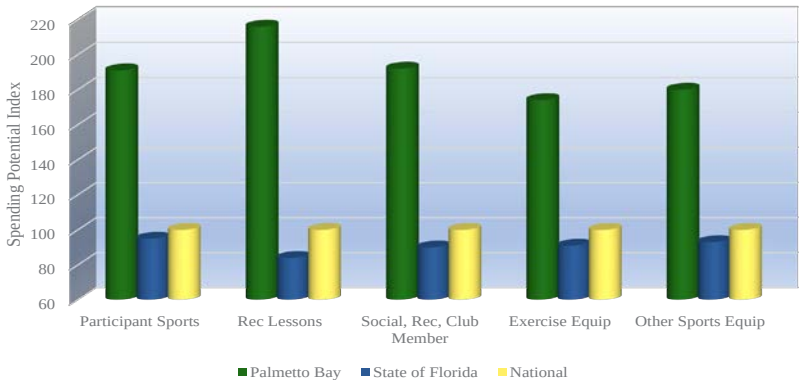



FIGURE 54 – *HOUSEHOLD BUDGET EXPENDITURES SPENDING POTENTIAL INDEX*

Again, there is a great deal of consistency between median household income, household budget expenditures and now recreation and spending potential.

## POPULATION DISTRIBUTION BY AGE

Utilizing census information for Palmetto Bay, the following comparisons are possible (Table 18).

| PALMETTO BAY AGE DISTRIBUTION | | | | |
|---|---|---|---|---|
| AGES | POPULATION | % OF TOTAL | NATIONAL POPULATION | DIFFERENCE |
| 0-5 | 1,112 | 4.5% | 5.8% | -1.3% |
| 5-17 | 4,100 | 16.7% | 15.9% | +0.8% |
| 18-24 | 1,858 | 7.6% | 9.2% | -1.7% |
| 25-44 | 5,404 | 22.0% | 26.8% | -4.8% |
| 45-54 | 3,508 | 14.6% | 12.0% | +2.6% |
| 55-64 | 4,072 | 16.6% | 12.8% | +3.8% |
| 65-74 | 2,650 | 10.8% | 10.2% | +0.6% |
| 75+ | 1,840 | 7.5% | 7.2% | +0.3% |

TABLE 18 – *2022 PALMETTO BAY AGE DISTRIBUTION*

Population: 2022 census estimates in the different age groups in Palmetto Bay.

% of Total: Percentage of Palmetto Bay population in the age group.

National Population: Percentage of the national population in the age group.

Difference: Percentage difference between Palmetto Bay population and the national population.

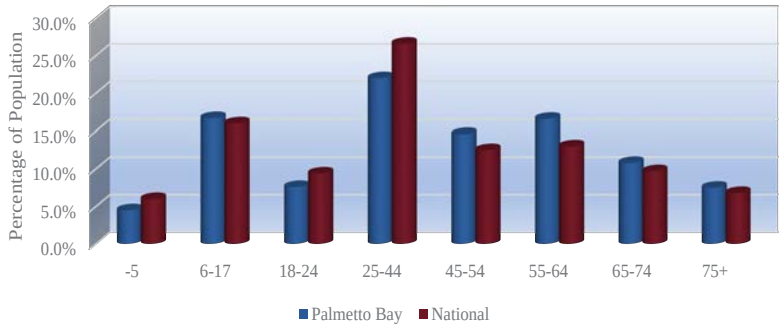



FIGURE 55 – *2022 PALMETTO BAY AGE GROUP DISTRIBUTION*

The demographic makeup of Palmetto Bay, when compared to the characteristics of the national population, indicates that there are some differences with a smaller population in the younger age groups Under 5, 18-24 and 25-44. The greatest positive variance is in the 55-64 age group with +3.8%, while the greatest negative variance is in the 25-44 age group with -4.8%.

## POPULATION DISTRIBUTION COMPARISON BY AGE OVER TIME

Utilizing census information from Palmetto Bay, the following comparisons are possible.

| 2022 PALMETTO BAY POPULATION ESTIMATES | | | | | |
|---|---|---|---|---|---|
| AGES | 2020 CENSUS | 2022 PROJECTION | 2027 PROJECTION | PERCENT CHANGE | PERCENT NAT'L CHANGE |
| 0-5 | 1,243 | 1,112 | 1,134 | -8.8% | -8.3% |
| 5-17 | 5,167 | 4,100 | 3,836 | -25.8% | -8.5% |
| 18-24 | 1,868 | 1,858 | 1,545 | -17.3% | -8.9% |
| 25-44 | 5,237 | 5,404 | 5,958 | +13.8% | +3.3% |
| 45-54 | 4,753 | 3,508 | 3,036 | -36.1% | -17.8% |
| 55-64 | 3,228 | 4,072 | 3,657 | +13.3% | +2.5% |
| 65-74 | 1,745 | 2,620 | 2,990 | +71.3% | +58.2% |
| 75+ | 1,200 | 1,840 | 2,170 | +80.8% | +46.3% |

TABLE 19 – *2022 PALMETTO BAY POPULATION ESTIMATES*

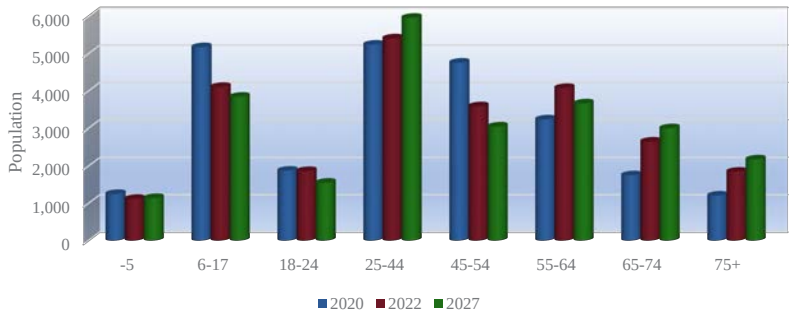



FIGURE 56 – *PALMETTO BAY POPULATION GROWTH*

(Table 19) illustrates the growth or decline in age group numbers from the 2020 census until the year 2027. It is projected age categories 25-44, 55-64, 65-74 and 75+ will see an increase in population. The population of the United States as a whole is aging, and it is not unusual to find negative growth numbers in the younger age groups and significant net gains in the 45 plus age groupings in communities which are relatively stable in their population numbers. Ethnicity and Race

## ETHNICITY AND RACE

Below is listed the distribution of the population by ethnicity and race for Palmetto Bay for 2022 population projections (Table 20), (Table 21). Those numbers were developed from 2020 Census data.

| PALMETTO BAY ETHNIC POPULATION AND MEDIAN AGE 2022 | | | | |
|---|---|---|---|---|
| ETHNICITY | TOTAL POPULATION | MEDIAN AGE | % OF POPULATION | % OF FL POPULATION |
| HISPANIC | 12,754 | 38.2 | 51.8% | 27.1% |

TABLE 20 – *PALMETTO BAY ETHNIC POPULATION AND MEDIAN AGE 2022*

| PALMETTO BAY BY RACE AND MEDIAN AGE 2022 | | | | |
|---|---|---|---|---|
| RACE | TOTAL POPULATION | MEDIAN AGE | % OF POPULATION | % OF FL POPULATION |
| WHITE | 11,500 | 48.4 | 46.7% | 56.7% |
| BLACK | 1,165 | 46.1 | 4.7% | 14.9% |
| AMERICAN INDIAN | 50 | 55.6 | 0.2% | 0.4% |
| ASIAN | 1,164 | 47.9 | 4.7% | 3.0% |
| PACIFIC ISLANDER | 4 | 55.0 | 0.0% | 0.1% |
| OTHER | 1,317 | 35.6 | 5.4% | 7.5% |
| MULTIPLE | 9,415 | 38.1 | 38.3% | 17.4% |
| **TOTAL** | **24,614** | | | |

TABLE 21 – *PALMETTO BAY ETHNIC POPULATION AND MEDIAN AGE 2022*

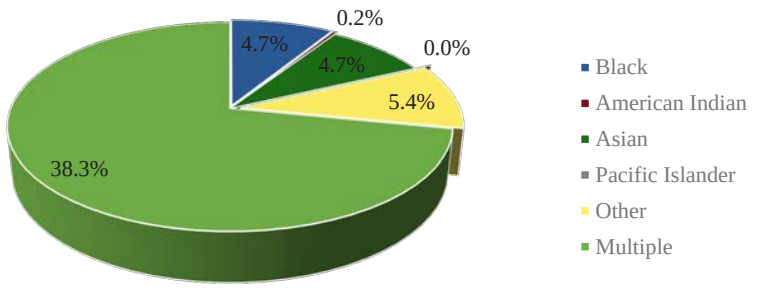



FIGURE 57 – *2022 PALMETTO BAY POPULATION BY NON-WHITE RACE*

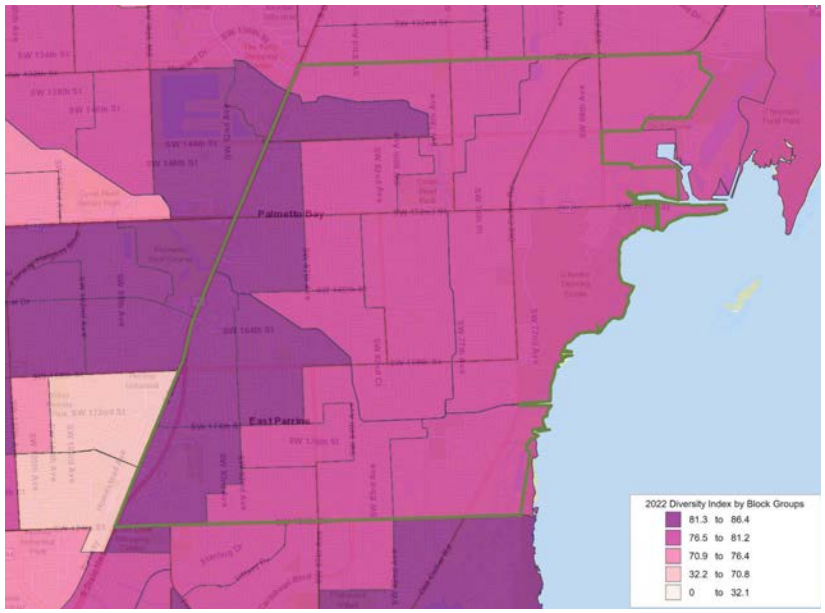



FIGURE 58 – *DIVERSITY INDEX BY BLOCK GROUP*

The Diversity Index, which is a scale of 0-100, is a measure of the diversity within an area with the higher the number the more diverse the population. As a comparison the US as a whole has a Diversity Index of 65.1. ESRI states the Diversity Index represents the likelihood that 2 persons, chosen at random from the same area, belong to different race or ethnic groups.

## TAPESTRY SEGMENTATION

Tapestry segmentation represents the 4th generation of market segmentation systems that began 30 years ago. The 65-segment Tapestry Segmentation system classifies U.S. neighborhoods based on their socioeconomic and demographic compositions. While the demographic landscape of the U.S. has changed significantly since the 2000 Census, the tapestry segmentation has remained stable as neighborhoods have evolved.

(Table 22) outlines the top 5 tapestry segments in each of the service areas and provide a brief description of each.

For comparison purposes the following are the top 10 Tapestry segments, along with percentage in the United States:

- Green Acres (6A).....3.2%
- Southern Satellites (10A).....3.1%
- Savvy Suburbanites (1D).....3.0%
- Soccer Moms (4A).....2.9%
- Middleburg (4C).....2.9%

**15.1%**

- Salt of the Earth (6B).....2.9%
- Up and Coming Families (7A).....2.5%
- Midlife Constants (5E).....2.5%
- Comfortable Empty Nesters (5A).....2.4%
- Old and Newcomers (8F).....2.3%

**12.6%**

| PALMETTO BAY TAPESTRY SEGMENT COMPARISON | | | | |
|---|---|---|---|---|
| SEGMENT | PALMETTO BAY | | DEMOGRAPHICS | |
| | % | CUMULATIVE % | MEDIAN AGE | MEDIAN HH INCOME |
| TOP TIER (1A) | 28.9% | 28.9% | 47.3 | $173,200 |
| SAVVY SUBURBANITES (1D) | 20.1% | 49.0% | 45.1 | $108,700 |
| AMERICAN DREAMERS (7C) | 16.2% | 65.2% | 32.5 | $50,900 |
| PLEASANTVILLE (2B) | 8.9% | 74.1% | 42.6 | $92,900 |
| PROFESSIONAL PRIDE (1B) | 8.6% | 82.7% | 40.8 | $138,100 |

**TABLE 22 –** *PALMETTO BAY TAPESTRY SEGMENT COMPARISON*

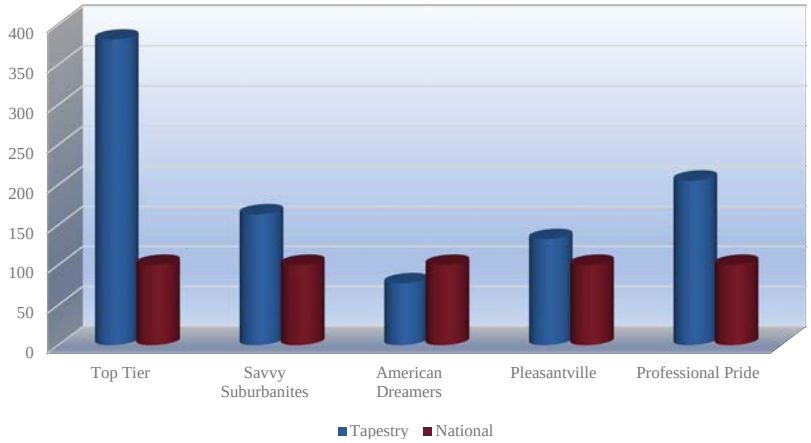



**FIGURE 59 –** *PALMETTO BAY TAPESTRY SEGMENT ENTERTAINMENT SPENDING*

### Top Tier (1A)

Married couples without children or married couples with older children dominate this market. These consumers spend money on themselves which includes exercise at exclusive clubs. They frequent book club meetings, classical music concerts, opera shows and visit art galleries.

### Savvy Suburbanites (1D)

This segment is comprised of married couples with no children or older children. Physically fit, resident actively pursue a number of sports from skiing to golf and invest heavily in sports gear and exercise equipment.

### American Dreamers (7C)

These younger married-couple families have children and grandparents in the home. Diversity is high. Spending is focused on family and outings together.

### Pleasantville (2B)

Households are composed of older married-couple families, more without children under 18, but many with children over 18. There is a significant Hispanic (16.4%) population in this segment. They enjoy gardening, frequenting museums and attending concerts.

### Professional Pride (1B)

Goal oriented couples working long hours. They are well-organized and scheduled with commitments to their children's activities. Exercise often at health clubs.

## DEMOGRAPHIC SUMMARY

The following summarizes the demographic characteristics of the service areas.

- Since 2010 Palmetto Bay has seen a small growth in population, but it is projected that there will be a slight decrease from 2022 to 2027.
- The median age is older than the State of Florida and the national numbers.
- It is projected that over the next five years, the majority of youth and adult age groups will see a decline in numbers while the older adult (55+) age groups will see a significant increase.
- There is a high number of households with children.

- The Village has a much higher median household income level than the state or national numbers.
- The community has a much higher cost of living than the state and national numbers but also much higher spending rates on recreation.
- 51.8% of the population in the Village is Hispanic.
- The tapestry segments reflect professional households with children that spend money or recreation and other leisure activities.

## 5.4 LEVEL OF SERVICE (LOS) ANALYSIS

The adopted (February 2015) Village of Palmetto Bay Comprehensive Plan's "Element No. 7- Recreation and Open Space (ROS)" defines long-term goals, objectives, and policies for the Village parks and recreation system. Goal 7, the guiding goal, states that the Village will "Provide a balanced, multi-purpose system of excellent parks, greenways, and trails that meet and exceed the needs of Palmetto Bay's residents, Businesses, and Visitors."

Under this overarching goal, Objective 7.1, "Parks and Recreational System Needs," states that the Village will "Maintain and enhance Village parks and open space lands and facilities consistent with the adopted level-of-service (LOS) standard." Policy 7.1.2 identifies the parks and recreation Level-of-Service (LOS) the Village must provide to serve the needs of its citizens. Policy 7.1.2 states: "Through the maintenance and expansion of existing park facilities and the acquisition and/or development of new parks and open space, achieve:

- a village-wide level of service (LOS) standard of 5.0 acres per 1,000 residents by 2025;

(Table 23) shows the present Village of Palmetto Bay Park system acres by the park and overall. The total acres of parkland of the Village at present are 95.22 acres. The demographic analysis identifies the 2022 population of the Village at 24,614. This population and acreage represent a total of 3.86 acres per 1,000 population present LOS. Comprehensive Plan Recreation and Open Space LOS calculations sometimes depend on additional community recreation and open space surface area contributions to meet established Level-of-Service. Some communities will consider school recreation lands in the Comprehensive Plan calculations. Others go beyond the actual community-owned "walkable" recreation lands, consider lakes and canals recreation spaces, and add these to their calculations to meet the established LOS.

| VILLAGE OF PALMETTO BAY PARKS (TOTAL PARK ACRES, 2023) | |
|---|---|
| PARK FACILITY | TOTAL LAND AREA (ACRES) |
| PALMETTO BAY PARK | 24.84 |
| PARK BOULEVARD PARCEL | 0.98 |
| CORAL REEF PARK | 48.4 |
| LUDOVICI PARK | 2.64 |
| THALATTA ESTATE PARK | 3.52 |
| PERRINE WAYSIDE DOG PARK** | 2.73 |
| PERRINE COMMUNITY HOUSE | 0.32 |
| VETERAN'S PARK | 3.1 |
| THE WOODS | 8.69 |
| TOTAL AREA OF VILLAGE'S PARKS | 95.22 |

**TABLE 23 –** *TOTAL LAND AREA IN VILLAGE'S PARKS*

* SOURCE: MIAMI-DADE COUNTY PROPERTY APPRAISER

**SOURCE: GOOGLE EARTH

The present Village of Palmetto Bay's 3.86 acres per 1,000 population Level of Service (LOS) is in keeping with the LOS provided by various counties and municipalities throughout South Florida. Miami-Dade County's LOS for unincorporated areas is 2.75 acres per 1,000 population. Broward County requires each municipality and the Broward Municipal Services District to provide three (3) acres of local parks per thousand population.

Several other Comprehensive Plan Policies are in consonance with the recommendations of the Master Plan and the Community Opinion Survey. Objective 7.4 Park Land Acquisition states that the Village: "Continue to explore opportunities to acquire land necessary for maintaining and enhancing the parks and recreation level-of-service (LOS) standards strategically located in order to maximize accessibility to residents served." Survey respondents selected as number four in importance for facilities they would be most willing to fund the "Purchase of land for new neighborhood parks (32%)". Ranked in the top three, the highest estimated number of households with an unmet need was Smaller Neighborhood Parks– 2,084 households.

It is worthwhile to add that Policy 7.4.2 of the ROS states, "The Village shall prepare on an annual basis a vacant property inventory to identify potential properties for future parks and/or linear open spaces," and that Policy 7.4.4 establishes that the Village will "Continue to work with the Miami-Dade County Water and Sewer Department (WASD) in acquiring the 1.40-acre site located on the northeast corner of SW 160th Street and SW 89th Avenue for as a potential pocket park."

## FACILITIES LOS ANALYSIS

The Village of Palmetto Bay owns seven separate parks throughout the Village. Two major parks, Palmetto Bay Park and Coral Reef Park, are the only parks that house multiple recreational facilities, which are summarized in (Table 24).

| EXISTING PARKS FACILITIES | | |
|---|---|---|
| PARK FACILITY | LOCAL FACILITY COUNT AFTER MASTER PLAN IMPLEMENTATION | CITY POPULATION PER FACILITY |
| PLAYGROUNDS (INCLUDES ONLY THOSE OPEN TO THE GENERAL PUBLIC) | 8 | 12,307 |
| BASKETBALL COURTS | 4 | 8,204 |
| TENNIS COURTS | 5 | 3,076 |
| DOG PARKS | 1 | 12,307 |
| DIAMOND FIELDS (BASEBALL/SOFTBALL) | 8 | 2,461 |
| VOLLEYBALL COURTS | 2 | 6,153 |
| TOT LOTS | 2 | 0 |
| RECTANGULAR FIELDS | 2 | 6,153 |
| SKATE PARKS | 1 | 24,614 |
| MULTI-PURPOSE SYNTHETIC FIELDS | 1 | 0 |
| PICKLEBALL COURTS | 3 | 2,051 |

SOURCE: COMPILED BY BERMELLO AJAMIL & PARTNERS, INC.

**TABLE 24 –** *EXISTING PARKS FACILITIES*

| EXISTING PARKS FACILITIES | |
|---|---|
| RESIDENTS PER PARK | |
| VILLAGE OF PALMETTO BAY | 3,516 |
| MEDIAN NATIONAL | 1,941 |
| LOWER QUARTILE | 1,277 |
| UPPER QUARTILE | 3,125 |
| ACRES OF PARK PER 1,000 RESIDENTS | |
| VILLAGE OF PALMETTO BAY | 3.44 |
| MEDIAN NATIONAL | 10.6 |
| LOWER QUARTILE | 5.4 |
| UPPER QUARTILE | 17.2 |

SOURCE: NRPA 2022 SURVEY OF CITIES BETWEEN 20,000 TO 49,000 POP.

**TABLE 25 –** *PALMETTO BAY PARKS LEVEL OF SERVICE MEASURES*

| NRPA OUTDOOR PARK AND REC FACILITIES- POPULATION PER FACILITY (BY PREVALENCE AND POPULATION/ FACILITY) FOR CITY OF POPULATIONS BETWEEN 20,000 AND 49,999 | | | | | | |
|---|---|---|---|---|---|---|
| TYPE OF RECREATION FACILITY | VILLAGE OF PALMETTO BAY (POPULATION - 24,614) | | | | | |
| | MEDIAN # OF RESIDENTS/ FACILITY | EQUIVALENT # OF FACILITIES FOR VILLAGE OF PALMETTO BAY | FACILITIES AVAILABLE CURRENTLY | FACILITIES PROPOSED IN MASTER PLAN | TOTAL FACILITIES | MEDIAN # OF RESIDENTIS/ FACILITY AFTER MASTER PLAN |
| PLAYGROUNDS | 3,111 | 8 | 2 | 0 | 2 | 12,307.0 |
| BASKETBALL COURTS | 6,839 | 4 | 2 | 1 | 3 | 8,204.7 |
| TENNIS COURTS | 5,000 | 5 | 8 | 0 | 8 | 3,076.8 |
| DOG PARKS | 28,000 | 1 | 1 | 1 | 2 | 12,307.0 |
| DIAMOND FIELDS: SOFTBALL | 11,232 | 5 | 6 | 0 | | |
| DIAMOND FIELDS: BASEBALL | 19,000 | 3 | 3 | 0 | | |
| TOTAL DIAMOND FIELDS | | 8 | 9 | 0 | 9 | 2,734.9 |
| VOLLEYBALL COURTS | 14,807 | 2 | 2 | 2 | 4 | 6,153.5 |
| TOT LOTS | 10,756 | 2 | 0 | 2 | 2 | 12,307.0 |
| MULTI-PURPOSE RECTANGULAR FIELDS (SOCCER AND FOOTBALL) | 10,547 | 2 | 4 | 0 | 4 | 6,153.5 |
| SKATE PARKS | 32,335 | 1 | 1 | 0 | 1 | 24,614.0 |
| MULTI-PURPOSE SYNBTHETIC FIELDS | 24,665 | 1 | 0 | 0 | 0 | 0 |
| PICKLEBALL COURTS | 8,143 | 3 | 2 | 8 | 10 | 2461.4 |

MASTER PLAN PROPOSED INCLUDES PICKLEBALL CENTER AT ONE-ACRE PARK PARCEL

**TABLE 26 –** *PROPOSED FACILITIES AND POPULATION*

The parks inventory in the Village of Palmetto Bay includes approximately 95.22 acres of managed parkland. Compared to cities with 20,000 to 49,999 residents, Palmetto Bay has more residents per park than the national median and fewer park acres per capita than the national median (Table 25). As a built-out community there is very limited land for additional recreation lands.

(Table 26) shows the Total Facilities after Master Plan Implementation. The Plan addresses several of the variations identified in the analyses. While the Village has only two formal playgrounds, these are large and with sufficient land areas and amenities to meet the needs of the community. The Village does have a need for additional Tot Lots and small playgrounds to serve the needs of the immediate neighborhood. The future development of Small Neighborhood/Pocket Parks can add Tot Lots to address this need. The proposed three additional volleyball courts will address the need for this amenity, while the additional basketball court at Palmetto Bay Park will meet most of the basketball needs of the community. The Plan propsoes an additional eight (8) Pickleball Courts, which exceeds the national average for similar-sized communities.

## 5.5 ADDITIONAL COMMUNITY GUIDANCE

### WORKSHOP COMMITTEES/BOARDS

#### Tree Advisory Board/Youth Community Involvement Task Force - August 25th, 2022

At a special workshop for the Tree Advisory Board and Youth Community Involvement Task Force, the Team presented the planning process and expectations for outcomes because of the process. In addition to a traditional PowerPoint Presentation, individual break-out groups occurred to have more focused discussion revolving around each individual park facility.

Members of the Team facilitated a discussion about each park at individual tables with scaled aerial drawings, markers and different colored post-it notes. Participants in attendance navigated from table to table to provide their input related to each park facility. The different colored post-it notes represented different input related to each park. The colors were: Green (Positive things about each facility), Red (Opportunities for improvement at each facility), and Purple (New wish list items for the park/facility).

(Table 27) indicates the relevant input from this workshop:

| WORKSHOP INPUT | | |
|---|---|---|
| WHAT IS GOOD? | WHAT IS WRONG? | WHAT IS WANTED? |
| PERRINE COMMUNITY HOUSE | | |
| | THERE IS TOO MUCH PAVEMENT, AND IT IS A HEAT ISLAND | COMMUNITY GARDEN |
| | | INSTALL RARE SPECIMEN SIGNATURE TREES |
| | | OUTDOOR LOCAL ART |
| | | RETROFIT HOUSE FOR SUSTAINABILITY |
| PALMETTO BAY PARK | | |
| | LACK OF COOLING STATIONS FOR SPORTS | BIKE PUMPS ON THE BIKE TRAIL ON SW 175TH STREET, ALSO RACKS. |
| | LACK OF RECYCLING OF CANS AND DOG WASTE BAGS | PINE ROCK TRAIL FOR DOG WALKING |
| | | MINI PARKS ON OPEN NEIGHBORHOOD LAND |
| | | RESTORE PINELAND |
| | | PINE ROCK INTEGRATION |
| | | RESTORE NATIVE VEGETATION |

| WORKSHOP INPUT | | |
|---|---|---|
| PERRINE WAYSIDE DOG PARK | | |
| | | INCORPORATE PUBLIC ART/FOUNTAIN |
| | | IMPROVE SOUND/SMELL POLLUTION FROM THE DOG PARK |
| | | RECYCLE PLASTIC DOG POOP BAGS |
| WHAT IS GOOD? | WHAT IS WRONG? | WHAT IS WANTED? |
| | | |
| | | HISTORICAL SIGNS/EDUCATION ON MANGROVES/RESTORATION |
| | | COMMUNITY GARDEN OR BUTTERFLY GARDEN NEAR LIBRARY |
| | | EXPAND PASSIVE OPEN SPACE INTO THE UPLANDS. PRESERVE |
| | | MORE TREES IN THE PARKING LOT |
| | | LESS HEAT ISLAND EFFECT |
| | | PARKING LANDSCAPE BUFFER |
| THE WOODS | | |
| PHASED REPLACEMENT OF EXOTIC VEGETATION | DO NOT LIKE EXOTIC VEGETATION REPLACE WITH NATIVES | WHEN EXOTICS ARE REMOVED, REPLACE WITH NATIVES 100% CANOPY |
| LIKE THE FULL CANOPY OF THE SITE | | NO BIKING SIGNAGE AROUND THE PERIMETER |
| | | REPLACE WITH NATIVES |
| | | REMOVE INVASIVE SPECIES IN STAGES |
| | | BIKE PUMPS FOR CYCLISTS AROUND THE WOODS ON STREET |
| | | HAVE RECYCLING CANS AND PASSIVE SOLAR WALKWAY LIGHTING |

| WORKSHOP INPUT | | |
|---|---|---|
| CORAL REEF PARK | | |
| | LACKS LIGHTING FOR USE AT NIGHT | SOLAR POWERED CHARGING STATIONS |
| | DO NOT LIKE THAT THE PINELAND IS BEING ALLOWED TO EVOLVE/DEGRADE TO A HARDWOOD HAMMOCK DUE TO A LACK OF MAINTENANCE | MORE SIGNAGE, NATIVE TREES, EDUCATION |
| | LACK OF BIKE PUMPS | MORE NATIVE TREES ON THE WALKWAY PATH |
| | LACK OF COOLING STATIONS FOR TRAIL WALKERS | RETROFIT KIDS' PLAYGROUND FOR SUSTAINABLE PLAY |
| | | MORE BEACH VOLLEYBALL COURTS |
| | | MORE RECYCLING CANS |
| WHAT IS GOOD? | **WHAT IS WRONG?** | **WHAT IS WANTED?** |
| THALATTA ESTATE PARK | | |
| | LACK OF COMFORTABLE SEATING/ LANDSCAPE SHADE | |
| | DO NOT LIKE EXOTIC VEGETATION AROUND THE CANAL EDGE | |
| VETERAN'S PARK | | |
| | | ONE MONUMENT ONLY |
| | | RESIDENTS WANT TO HAVE A MEETING TO DISCUSS VETERANS' PARK |

**TABLE 27 –** *SUMMARY OF WORKSHOP COMMITTEE/BOARDS INPUT*

## TOWNHALL MEETINGS

The Parks and Recreation Master Plan has undergone an extensive public outreach process to allow community participation at public forums with the intent to inform the community and obtain their input on the Plan and its process. These duly advertised community meetings were broadcast live via Facebook to the Village. A format for participant voting on the presented topics was conducted using the Slido public participation program that allows both those in the meeting and remote to provide input on the different issues and topics.

Two Townhall Meetings were held to present the Master Plan and its components. Townhall Meeting No. 1 was held on September 30th, 2022, and Townhall Meeting No. 2 on December 8th, 2022; both at the Cafeteria of the Palmer Trinity School. The Townhall meetings were well attended.

### Townhall Meeting Number 1 - September 30th, 2022

Townhall Meeting No. 1 was to present the findings of the Team's analysis of the Village parks' existing conditions, general observations, and preliminary ideas on the parks' improvements. The workshop meeting was organized to allow the participants to provide their comments on each of the parks. To accomplish this, tables with an aerial photo of each park were set up, and the participants were asked to write their wishes for each park.

Following the wish list exercise, the Team made a PowerPoint presentation of its findings and general ideas for recommendations. An interactive polling program was part of the presentation. The participants were asked to vote on preferences for each of the parks. The results of this voting exercise are included in the Appendix.

The wish list items provided by the participants were transcribed and included below. It is interesting to note that, in evaluating the Village Resolutions and the wish list, the major recommendations of the Resolutions are repeated in the wish list.

**Palmetto Bay Park**

- Indoor Recreation Center
  - Indoor Pickleball Court

- Indoor Basketball Gym
- Pickle Ball Courts
- Paddle Court
- Turf Soccer Field
  - Artificial Turf
  - Lighting for Open Field
  - Lighting for Soccer Field
- Volleyball Beach
  - Light in Volleyball Court
- General Comments
  - Complete Walking Path
  - Keep Open Space
  - Themed Event
  - Indoor E Sports Stadium
  - Free Notes Musical Instrument

**Coral Reef Park**

- Community Center
  - Fitness Center
- Tennis Courts
  - New Tennis Building with Pro Shop and Restrooms/Water Fountain
  - Resurface Tennis Courts (Blue & Purple)
  - New Fencing for Tennis Courts (and Screens)
- Racquetball
  - Keep racquetball walls
- Soccer Field
  - Lights for Soccer Fields
  - Turf for Soccer Fields (for Easier Maintenance)
- Volleyball Courts
  - Light for the Volleyball Courts
- Basketball Court
  - Add a Basketball Court
- Indoor Pickleball Courts
- Trails
  - Nature Trail
  - Nature Fitness Trail
- Kayak & Sup. Rental
- Butterfly Garden & Ext. Lab.
- More Passive Green Space
- Community Garden
- General improvements
  - Universal Access
  - New Benches
  - Bike Path
  - Nature Trail/Nature Fitness Trail
  - Neighborhood Farmers Garden

- Park is Too Commercial
- Maintain Low Lighting
- Convenient Parking

**Pocket Parks**

- Another Dog Park

**Ludovici Park**

- Bocci Ball Pit
- Shuffle Boar Court
- Indoor Multi-Fitness Facility (Monthly Fee)
- More Shade
- Soccer Field
- Butterfly Garden (2)
- Frisbee
- Pickleball Court
- Nature Trail
- Nature Corner
- Nature Tailored Fitness Trail
- Mountain Bike Trail
- Open Field with Lighting
- No More Lighting

**Thalatta Estate Park**

- Glass Enclosure Outdoors
- Leave as is, more hours to visit.
- Easy and Affordable Access for Palmetto Bay Residents
- More PB Events, Like Bringing in a Chef
- Themed Dining Nights
- Universal Access
- Shaded Areas/Shade Trees
- Assorted “Themed” Spaces for Special Events
- E-Sports Area
- Open Field for Sports with Lighting
- More Trees

**Perrine Wayside Dog Park**

- Universal Access
- Complete Overhaul
- Update Landscape
- Prune
- Create a Lush Fence Barrier
- Make it More “Dog Friendly” and Thoughtful
- Improve Curb Appeal

- Seal the Parking Lot
- Hide Dumpsters

- Passive Park

### Townhall Meeting Number 2 - December 8th, 2022

The Second Townhall Meeting was held on December 8th, 2022, at the Palmer Trinity School cafeteria. A PowerPoint presentation outlining recommended improvements for the different parks was presented. Special emphasis was made on Palmetto Bay Park and Coral Reef Park, with the focus of the exhibits reflecting the input received from the previous workshop.

## 5. 6 NEED FOR SMALL NEIGHBORHOOD/POCKET PARKS

The need for small neighborhood parks or pocket parks was identified as the parks and recreation facility with the highest priority for Village investment by the Community Opinion Survey that is part of the Master Plan. Based on this need, also expressed in the two community outreach efforts, the BA Team analyzed the present availability of small neighborhood parks/pocket parks in the Village.

The Village of Palmetto Bay is 3.1 miles long from its northern boundary at SW 136th Street to its southern boundary at SW 184th Street. The C-100 Canal acts as a natural dividing line creating a north sector of the Village that is served by Coral Reef Park and a south sector served by Palmetto Bay Park. These are the only two significant parks of the Village, the rest of the parks being special facilities such as Thalatta Estate, a major event venue facility; Perrine Wayside Dog Park, a dog park; Perrine Community House, and Ludovici Park that houses the Palmetto Bay Public Library and an open-air auditorium. All these specialty facilities are on the west boundary of the Village, close to U.S. 1 or the east side next to Old Cutler Road, and, as shown in (Figure 60). As can be seen in the figure, most of these smaller specialty facilities are located south of the C-100 Canal.




FIGURE 60 – *VILLAGE PARKS DISTRIBUTION*

Within the Village, except for those residing near Coral Reef Park, north of the C-100 Canal, or Palmetto Bay Park, south or north of the C-100 Canal, most residents have no parks within a ten-minute walk. Furthermore, north of Coral Reef Park, the neighbors cannot access a park within a 10-minute walk. In essence, the Village is underserved by parks; the residents cannot access a park within a 10-minute walk. The inclusion of Small Neighborhood Parks/Pocket Parks will help meet the parks and recreation needs of the Village.

Why a 10-minute walk? A ten-minute walk is considered half a mile, the distance established by the National Park Service and the Centers for Disease Control and Prevention when they link park access and public health.

The 10-Minute Walk, also known as the 10-Minute Walk to a Park, refers to a grassroots parks advocacy movement to ensure that everyone in the United States lives within a ten-minute walk to a high-quality park or green space. The effort was adopted as a resolution at the 85th annual Mayor's Convention in 2017 as a goal for cities to increase parks and green space as a civic responsibility. Several community-based nonprofit organizations, including The Trust for Public Land, the National Recreation and Park Association, the Urban Land Institute, and Fields in Trust in the UK, have supported the concept.

### Definition of Small Neighborhood Park/Pocket Park

A Small Neighborhood Park/Pocket Park should meet a series of location and design criteria to ensure its compatibility with the surrounding neighborhood. The following location and design criteria guidelines define a Pocket Park:

- Pocket Parks are passive parks. The most that should be considered for inclusion, if space is available and acceptable to the community, is a small children's playground.
- Do not include sports-related activities such as basketball courts and similar uses.
- Select sites with good visibility from the street; safety and security should be a design priority.
- Preferably in corner locations to allow easy access from all sides and utilize the land to its maximum.
- Follow Crime-Prevention-Through-Environmental Design (CPTED) recommendations.
- The Pocket Parks intend to provide a green space for the immediate neighborhood, not the Village at-large or large urbanized area. Sites should be selected for the enjoyment and support of neighborhood residents.
- Pocket Park sites should not be on the main north-south, east-west high-traffic streets.
- Refrain from providing parking in Pocket Parks. These parks are intended for pedestrian access only.

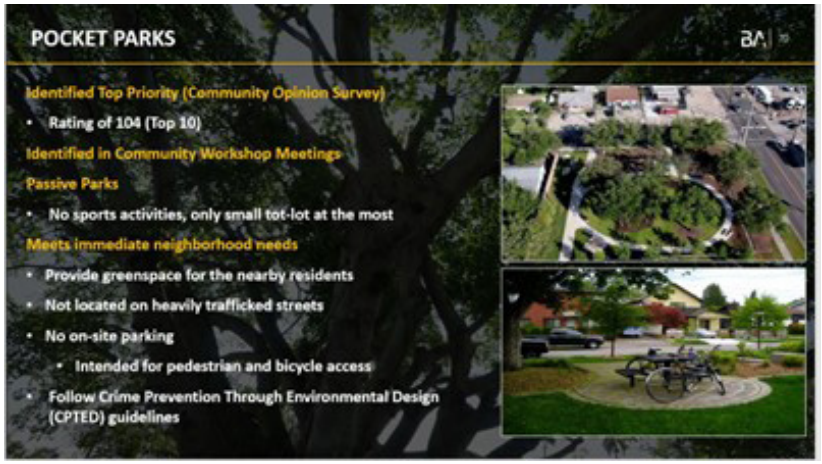



**FIGURE 61 –** *POCKET PARKS HIGHLIGHTS*

Small Neighborhood Parks or Pocket Parks intend to provide a green space for the immediate neighborhood, not the Village at-large or large urbanized area. Sites are selected for the enjoyment and support of neighborhood residents. In the process of the Village of Palmetto Bay Parks and Recreation Master Plan, several sites for the inclusion of Small Neighborhood Parks were identified, and these are presented in Chapter 7.

## Village of Palmetto Bay Efforts and Community Priorities

Since 2017 the Village of Palmetto Bay Elected Officials has been pro-actively discussing and promoting the creation of Small Neighborhood Parks or Pocket Parks to meet the Village resident's needs for parks within easy access to most of the Village residential sectors.

The Community Opinion Survey prepared by the ETC Institute (refer to Chapter 5. 2) (Figure 62) identified that respondents were most supportive of maintaining existing trails and waterways (85%), improving/maintaining existing parks, recreation facilities, and fields (83%), and developing new trails and connecting existing trails (66%). Respondents were then asked to select the four actions they would be most willing to fund. These were the four items selected most often:

- Improve/maintain parks, recreation facilities, and fields (46%)
- Develop indoor recreation center(s) (34%)
- Maintain existing trails and waterways (33%)
- Purchase land for new neighborhood parks (32%)

Among the ten highest-ranking responses to the survey was the community's support for developing new neighborhood parks and acquiring new land for parks and open space.

The Survey also identified the "Estimated Number of Households Whose Facility/Amenity Needs are Only "Partly Met" or "Not Met," Small Neighborhood Parks being the third highest ranking need for the residents of the Village. In another question, the "Most Important Facility to Households," Small Neighborhood Parks also ranked third in importance out of thirty-one (31) different amenities questioned. As previously indicated, the ETC institute's "Priority Investment Rating"

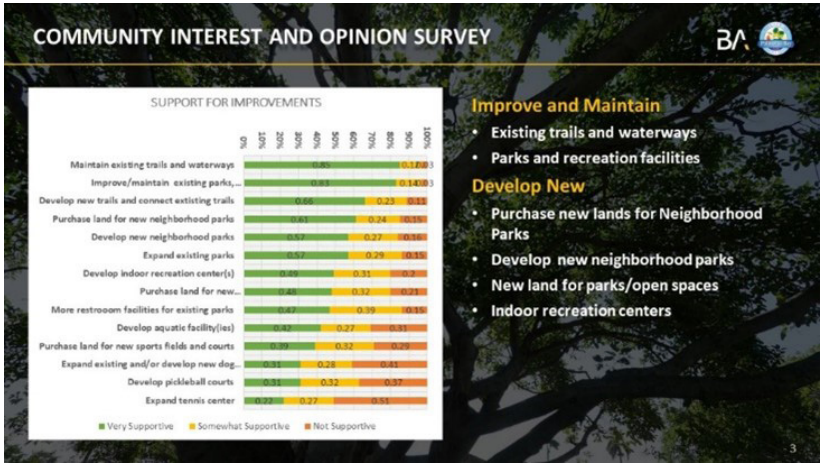



FIGURE 62 – *COMMUNITY INTEREST AND OPINION SURVEY*

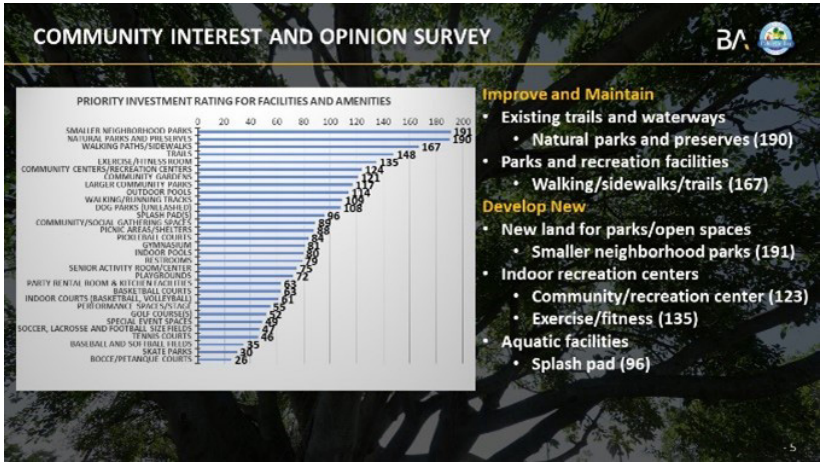



FIGURE 63 – *PRIORITY INVESTMENT RATING*

evaluated all the responses to the different questions. As indicated in (Figure 63) the parks and recreation facility with the highest rating, the highest priority for Village investment is "Smaller neighborhood parks (PIR=190.8). There is strong community support for the creation of said parks.

### Community Support - Community Townhall Meetings: Of September 30th, 2022, And December 8th, 2022

The Park and Recreation Master Plan have undergone an extensive public outreach process to allow community participation at public forums with the intent to inform the community and obtain their input on the Master Plan and its process. These duly advertised community meetings have also been transmitted live via FACEBOOK to the Village at large. A format for participant voting on the presented topics was carried out using the SLIDO public participation program that allows both those in the meeting and remote to vote on the different issues and topics. During the Community Townhall Meeting of September 30th, 2022, the issue of Small Neighborhood Parks/Pocket Parks was presented and discussed. There was overwhelming support among those participating in the questionnaire to develop said Small Neighborhood/Pocket Parks.

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# 6

# RECREATION SERVICES AND MANAGEMENT ASSESSMENT

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# 6.1 ASSESSMENT OF PARKS AND RECREATION PROGRAMS

The following is an assessment of existing recreation programs and services, parks, and facilities as well as maintenance and operations of the Palmetto Bay Parks and Recreation Department.

## ASSESSEMENT OF RECREATION PROGRAMS

Recreation programs and services are a mixture of inhouse and contract providers. However, most programming is the responsibility of other organizations in the area.

## PALMETTO BAY RECREATION PROGRAMMING SUMMARY (2019-2022)

(Table 28) summarizes the programs and services that are offered by Parks and Recreation and those that are offered by other providers. This summary is based on information provided by Parks and Recreation staff.

| PROGRAM AREAS | VILLAGE | CONTRACT | PROVIDER |
|---|---|---|---|
| YOUTH PROGRAMS | SUMMER CAMPS | | |
| | AFTER SCHOOL PROGRAMS | | |
| FITNESS | RUN CLUB | YOGA BY THE BAY | YOGA BY THE BAY |
| | YOGA | FITNESS BOOT CAMP | FITNESS BOOT CAMP |
| | | WEEKEND PE | WEEKEND PE |
| | | WELLNESS ED CLASSES | BAPTIST HEALTH |
| | | GROUP FITNESS | |
| YOUTH SPORTS | GIRLS REC SOFTBALL | TENNIS | TRUTH N TENNIS |
| | TENNIS CAMP | FLAG FOOTBALL | I-9 SPORTS |
| | | T-BALL | |
| | | BASKETBALL | MJ HOOPS |
| | | BASEBALL/SOFTBALL | HOWARD PALMETTO B/S |
| | | | MIAMI STINGRAYS |
| | | | MIAMI LADY CANES |
| YOUTH SPORTS | GIRLS REC SOFTBALL | BASEBALL/SOFTBALL | S. FLORIDA CONTENDERS |
| | | | S. FLORIDA DIAMOND DUSTERS |
| | TENNIS CAMP | SOCCER | MIAMI WAVES |
| | | | MIAMI SPORTS CLUB |
| | | | I-9 SPORTS |
| | | | BAY LIONS FLORIDA |
| | | | SOUL & SOLE |
| | | | MIAMI YOUTH SOCCER ACAD. |
| | | | HAUTE MOM & ME DBA |
| | | LACROSSE | PEACOCK LACROSSE |
| | | VOLLEYBALL TOURNAMENT | DIG LIKE KIM |
| | | FASTPITCH SOFTBALL TOURNAMENT | ORANGE BOWL FLORIDA FAST PITCH INVITATIONAL |
| | | USSA SOFTBALL TOURNAMENT | |
| ADULT SPORTS | | TENNIS | TRUTH N TENNIS |
| OUTDOOR RECREATION | GARDENING WORKSHOPS | FAMILY KAYAK ADVENTURES | NATURE POSTINGS |
| | | STAND UP PADDLEBOARD | |
| | | KAST AWAY KIDS NIGHT | |
| | | PHOTO NATURE WORKSHOP | |
| | | BIRDWATCHING | |
| | | STATE PARK TRIP & TOURS | |
| CULTURAL ARTS | | BALLET AT THE PARK | PALMETTO BAY BALLET |
| | | ART GALLERIES | ART SOUTH |
| | | MOTHER'S DAY PAINT PARTY | |

| PROGRAM AREAS | VILLAGE | CONTRACT | PROVIDER |
|---|---|---|---|
| GENERAL | | FINANCIAL LITERACY SEMINAR | RYAN JAMES |
| SENIORS | GAMES/CARDS | ARTSY TUESDAYS | NATURE POSTINGS |
| | ART CLASSES | SUPER SENIOR STEAM | |
| | TRIPS & TOURS | | |
| | VIRTUAL BINGO | | |
| | LUNCH & LEARN | | |
| | KNITTING | | |
| | TAI CHI | | |
| SPECIAL EVENTS | BRIDAL EXPO | OPEN MIC NIGHT | MAYS CONSERVATORY OF THE ARTS |
| | COMMUNITY YARD SALE | CULINARY CRAWL | PALMETTO BAY BUSINESS ASSOC. |
| | DATE NIGHTS | MELANOMA AWARENESS WALK | MIGGY'S GIFT |
| | HALLOWEEN TRUNK/TREAT | MIAMI KIDNEY WALK | NATIONAL KIDNEY FOUND. |
| | HOLIDAY EVENTS | RELAY FOR LIFE | AMERICAN CANCER SOCIETY |
| | MEMORIAL DAY | CELEBRITY KICKBALL TOURNAMENT | CYSTIC FIBROSIS FOUNDATION |
| | STUDENT PHOTO CONTEST | CHANUKAH CELEBRATION | CHABAD OF PALMETTO BAY |
| | EARTH DAY | FARMERS MARKET | FARMERS MARKET OF SOUTH FL |
| | ECOFEST | | |
| | CAMPING IN THE PARK | | |
| | ANNUAL PICNIC | | |
| | PRINCIPAL WELCOME BREAKFAST | | |
| | NATIONAL ARBOR DAY | | |
| | EARTH DAY MOVIE NIGHT | | |
| | RECYCLING DRIVE-THRU | | |
| | ENVIRONMENTALIST OF THE YEAR | | |
| SPECIAL EVENTS | SHADE PALMETTO BAY TREE GIVEAWAY | | |
| | POLICE NIGHT OUT | | |

**TABLE 28 –** *PROGRAMS AREAS AND PROVIDERS*

## VILLAGE RECREATION PARTICIPATION NUMBERS (FY 2021-2022)

(Table 29) summarizes participation in some of the in-house recreation programs and services that have been offered in the last year.

| PROGRAM | NUMBER OF CLASSES OFFERED | NUMBER OF REGISTRANTS |
|---|---|---|
| YOGA | 23 | 476 |
| SENIOR VIRTUAL BINGO | 10 | 82 |
| SENIOR ART CLASSES | 3 | 25 |
| SENIOR LUNCH & LEARN | 3 | 31 |
| SENIOR TRIP & TOURS | 3 | 38 |
| GARDENING WORKSHOP | 4 | 49 |
| ART EXHIBITS | 5 | 101 |
| **TOTAL** | **51** | **802** |

**TABLE 29 –** *IN-HOUSE PROGRAM PARTICIPATION FY 2021-2022*

## CONTRACT PROGRAM/LEAGUE PROVIDERS PARTICIPATION NUMBERS BY LOCATION

(Table 30) indicates participation rates in many activities over the last three full fiscal years. These numbers are organized by the location that they occur.

| PALMETTO BAY PARK | 2018-2019 | 2019-2020 | 2020-2021 |
|---|---|---|---|
| I-9 SPORTS | 127 | 290 | 314 |
| S. FLORIDA CONTENDERS | 33 | 54 | 78 |
| PALMETTO BAY BALLET | 66 | 117 | 93 |
| MIAMI LADY CANES | 10 | 20 | 47 |
| MIAMI WAVES | 30 | 23 | 0 |
| STINGRAYS | 95 | 178 | 133 |
| DIAMOND DUSTERS | 51 | 51 | 37 |
| MIAMI YOUTH SOCCER ACAD. | N/A | N/A | 15 |
| **TOTAL** | **412** | **733** | **717** |
| CORAL REEF PARK | 2018-2019 | 2019-2020 | 2020-2021 |
| OPERATION TRIPLE T | N/A | 66 | 0 |
| BAY LIONS | 21 | 31 | 42 |
| MIAMI SPORTS CLUB | 229 | 212 | 331 |
| HOWARD PALMETTO | 112 | 151 | 129 |
| TINKERGARTEN | 15 | 15 | N/A |
| CANNONBALL YOUTH CLUB | N/A | 166 | N/A |
| MAVERICKS | 24 | 26 | N/A |
| **TOTAL** | **401** | **667** | **502** |
| THALATTA & LUDOVICI | 2018-2019 | 2019-2020 | 2020-2021 |
| YOGA BY THE BAY | N/A | 73 | 71 |
| NATURE POSTINGS | 83 | 65 | 111 |
| CADENZA MUSIC CENTER | N/A | 4 | N/A |
| SUPER SOCCER STARS | 16 | 15 | N/A |
| MOVE, BUILD, PLAY | 35 | 138 | N/A |
| **TOTAL** | **134** | **295** | **182** |

**TABLE 30 –** *PARTICIPATION BY FACILITY OVER LAST THREE YEARS*

## GENERAL PROGRAM CATEGORIES

(Table 31) is a listing of general program categories where programs are often offered by full-service parks and recreation agencies. It is unusual for an agency to directly offer programs in all of these areas, but there are usually either agreements with other providers for some of these activities or a referral to them.

| AREA | GENERAL DESCRIPTION |
|---|---|
| SPORTS | YOUTH AND ADULT TEAM AND INDIVIDUAL SPORTS. ALSO INCLUDES ADVENTURE/NON-TRADITIONAL SPORTS. |
| FITNESS/WELLNESS | GROUP FITNESS CLASSES, PERSONAL TRAINING, EDUCATION, AND NUTRITION. |
| CULTURAL ARTS | PERFORMING ARTS CLASSES, VISUAL ARTS CLASSES, MUSIC/VIDEO PRODUCTION AND ARTS EVENTS. |
| AQUATICS | LEARN TO SWIM CLASSES, AQUA EXERCISE CLASSES, COMPETITIVE SWIMMING/DIVING. |
| YOUTH | BEFORE AND AFTER SCHOOL PROGRAMS, SUMMER/SCHOOL BREAK CAMPS, AND PRESCHOOL. |
| EDUCATION | LANGUAGE PROGRAMS, TUTORING, SCIENCE (STEM) CLASSES, COMPUTER, AND FINANCIAL PLANNING. |
| GENERAL INTEREST | PERSONAL DEVELOPMENT CLASSES. |
| SPECIAL NEEDS | PROGRAMS FOR THE PHYSICALLY AND MENTALLY IMPAIRED. ALSO, INCLUSION PROGRAMS. |
| SPECIAL EVENTS | COMMUNITY WIDE SPECIAL EVENTS THAT ARE CONDUCTED THROUGHOUT THE YEAR. |
| OUTDOOR RECREATION | ENVIRONMENTAL EDUCATION, HIKING, CAMPING, KAYAKING, AND OTHER ACTIVITIES. |
| SENIORS | PROGRAMS AND SERVICES THAT ARE DEDICATED TO SERVING THE NEEDS OF SENIORS. |
| TEENS | PROGRAMS AND SERVICES THAT ARE FOCUSED ON SERVING THE NEEDS OF TEENS. |
| SELF-DIRECTED | THIS INCLUDES THE OPPORTUNITIES FOR INDIVIDUALS TO RECREATE ON THEIR OWN. |
| SOCIAL SERVICES | THIS CAN INCLUDE NUTRITION AND FEEDING PROGRAMS, JOB TRAINING, LIFE SKILLS TRAINING, AND OTHER ACTIVITIES SUCH AS HEALTH SCREENINGS. |

**TABLE 31 –** *GENERAL PROGRAM CATEGORIES*

## PROGRAM OPPORTUNITIES

When the recreation services that the Village and the other organizations are providing are analyzed (Table 32), there are a few of the general program areas that are not being covered directly by organized programs.

| PROGRAM AREA | VILLAGE | OTHER PROVIDERS |
|---|---|---|
| SPORTS | YES | YES |
| FITNESS/WELLNESS | YES | YES |
| CULTURAL ARTS | -- | YES |
| AQUATICS | -- | -- |
| YOUTH | YES | -- |
| EDUCATION | -- | -- |
| GENERAL INTEREST | -- | YES |
| SPECIAL NEEDS | -- | -- |
| SPECIAL EVENTS | YES | YES |
| OUTDOOR RECREATION | -- | YES |
| SENIORS | YES | YES |
| TEENS | -- | -- |
| SELF-DIRECTED | YES | -- |
| SOCIAL SERVICES | -- | -- |

**TABLE 32 –** *GENERAL PROGRAM COVERAGE*

There are a number of areas where there is a lack of programming being offered. Some of this is related to a lack of Village facilities (aquatics), staff, or resources (funding) but other key program areas (special needs and teens) do not have other established providers in the community. For the program areas that the Village or other organizations are not providing, the community is reliant on other agencies or private providers in the area for these services. The Village does not have to be the direct provider of programs in each of these areas but identifying other providers is important.

## PROGRAM EMPHASIS

(Table 33) examine the level of programming offered in each of these categories by the Village and the other providers.

| PROGRAM AREA | LOW LEVEL | MED. LEVEL | HIGH LEVEL |
|---|---|---|---|
| SPORTS | YES | -- | -- |
| FITNESS/WELLNESS | YES | -- | -- |
| CULTURAL ARTS | -- | -- | -- |
| AQUATICS | -- | -- | -- |
| YOUTH | -- | YES | -- |
| EDUCATION | -- | -- | -- |
| GENERAL INTEREST | -- | -- | -- |
| SPECIAL NEEDS | -- | -- | -- |
| SPECIAL EVENTS | -- | -- | YES |
| OUTDOOR RECREATION | YES | -- | -- |
| SENIORS | -- | YES | -- |
| TEENS | -- | -- | -- |
| SELF-DIRECTED | -- | YES | -- |
| SOCIAL SERVICES | -- | -- | -- |

**TABLE 33 –** *LEVEL OF PROGRAMMING FOR EACH AREA (VILLAGE)*

### Village Programs

The focus of Village programs is clearly in special events and there are a mid-range of activities in youth, seniors and self-directed (due to the parks and other facilities that the Village has available). The level of programming in sports, fitness/wellness, and outdoor recreation are low. This is due to a lack of facilities to support these activities, minimal levels of staff, and a decision by the Village that these services are best provided by other organizations.

### Other Providers

For other providers, the program focus is primarily in the area of youth sports and tennis with a reasonably strong offering in outdoor recreation. There are a medium level of fitness/wellness programming and special events with only a few programs being offered in cultural arts, general and seniors' categories (Table 34).

| PROGRAM AREA | LOW LEVEL | MED. LEVEL | HIGH LEVEL |
|---|---|---|---|
| SPORTS | -- | -- | YES |
| FITNESS/WELLNESS | -- | YES | -- |
| CULTURAL ARTS | YES | -- | -- |
| AQUATICS | -- | -- | -- |
| YOUTH | -- | -- | -- |
| EDUCATION | -- | -- | -- |
| GENERAL INTEREST | YES | -- | -- |
| SPECIAL NEEDS | -- | -- | -- |
| SPECIAL EVENTS | -- | YES | -- |
| OUTDOOR RECREATION | -- | -- | YES |
| SENIORS | YES | -- | -- |
| TEENS | -- | -- | -- |
| SELF-DIRECTED | -- | -- | -- |
| SOCIAL SERVICES | -- | -- | -- |

**TABLE 34 –** *LEVEL OF PROGRAMMING FOR EACH AREA (OTHER PROVIDERS)*

## RECREATION PROGRAMMING SUMMARY

- The Village only conducts a relatively small number of recreation programs, and these are primarily special events, senior and youth programs. This is due to a lack of facilities to support these activities, minimal levels of staff, and a decision by the Village that these services are best provided by other organizations.
- Contract or partner organizations provide a larger number of programs focusing on youth sports, tennis, and outdoor recreation.
- When all the recreation programs, including those offered by the Village and other providers, are considered there are still some major program areas that are not being adequately covered. These include:
  - Aquatics
  - Education
  - Special Needs
  - Teens
  - Social Services
- Most all recreation programs and services are coordinated out of five parks or facilities. There is limited indoor space for programs that rely on this type of space.
- The Village is committed to an approach where staff provides programs in select areas, but the majority of programs are provided by other organizations. However, Parks and Recreation needs to have a formal, written, program plan in place to guide the delivery of services by the Village and other organizations to ensure that the needs of the community are being met in all program areas.
- There are limited existing program metrics and a lack of consistency in how they are tracked and reported. This is due in large part to the fact that Parks and Recreation does not have an on-line software program that can be used for program registration, facility rentals, and reservations.
- Recreation programs do not have the benefit of having established comprehensive marketing efforts or a seasonal program brochure. The Village previously had a quarterly program brochure (Play-by-Play) but this was cut from the budget. The Thalatta Estate does have strong marketing efforts for events and facility rentals.

- Parks and Recreation assigns athletic fields to community sports organizations but would benefit from having a written comprehensive athletic field use policy in place.
- Rentals of picnic areas, pavilions, meeting/event rooms are a minor emphasis for the department, but this is a major focus of Thalatta Estate.

## 6. 2 ASSESSMENT OF PARKS AND RECREATION FACILITIES

### CURRENT FACILITIES

The Village has a number of parks and facilities that support recreation programs and services that are offered by Parks and Recreation as well as other providers. These include:

#### Coral Reef Park

This is the largest Village park at about 48 acres. It is very well kept and maintained.

- The old Recreation Room was torn down and now the department uses a portable as an office and tennis center office. A new community room is needed to expand indoor programming.
- There are 8 hard surface tennis courts and a handball/ racquetball complex (also is overlaid with two pickleball courts).
- There are 3 diamond fields including a H.S. Baseball stadium which two school's use. There are also several rectangular fields, some of which overlay the baseball fields. All are grass. School use is on a rental basis and youth sports groups on a fee per player per season. All of the fields are well maintained.
- The park has a great trail system in the park, but it needs to be resurfaced.
- The park also has a lot of open areas that are not specifically programmed for events or activities but available for drop-in recreation by the community.
- The Village conducts a number of special events in the park and a private vendor operates a farmers' market.

#### Palmetto Bay Park

This is the Village's second largest park. It is also well maintained.

- It has 6 girls softball fields (4 lighted), a large open grass area that is used for soccer fields (not lighted).
- There is a small community room with an office and an attached maintenance room. This should be replaced with a larger and more functional building.
- There is an old skate park that needs to be replaced and a basketball court that has recently been resurfaced.
- The park has a nice playground area, but it had to be reduced in size to accommodate a road that is not used. Parks and Recreation needs to come up with ideas on how the use this closed off road (fitness equipment, sprint track, etc.) In the past the road was closed off on Thursdays for a farmers' market as well.
- The park has poor access requiring everyone to enter and exit from Highway 1.

#### Thalatta Estate Park

This is a great facility for weddings and other events. It also supports

a few recreation programs as well. It is well maintained both inside and outside.

- The grounds are outstanding and there is great view of Biscayne Bay.
- The estate hosts a large number of weddings and some other events. With no inside congregate space it is basically a seasonal operation. The Village should consider adding an indoor space on the patio area.
- The Village charges at the low end of the scale for the types of uses it supports. Parks & Recreation should look at increasing the rental rates.
- All maintenance is on site with a small maintenance building. Special Events also has their office at this location.
- The estate has a lack of on-site parking for large events. Any event over 50 has to have valet parking using the park next door. There is a maximum of 250 people per event because of the parking issues.

### Ludovici Park

This is a small park that also has a library (Miami/Dade Library) on site, a covered stage area, and an upstairs community room. There is a nice lawn area for events.

- The community room is utilized for some recreation programming and for rentals. Community groups use the room for free for their meetings but are limited on the number of hours per year.
- There is a lack of parking in the park which requires the use of the church across the street.
- Despite being located next to Biscayne Bay, there is no access to the water from the park.
- Miami Dade County pays the Village annually for use of the site for the library plus a portion of the maintenance costs to the building and parking lot.

### Perrine Community House

The building is leased from the county. It is an old structure but is in good condition. There is one community room with a small kitchen.

- The building is used for rentals, small meetings, some senior programs, and other functions.
- The building is cleaned and maintained by Village staff.
- There is very limited parking.
- Rentals have to hire a security guard for night meetings.

### Perrine Wayside Dog Park

This is a large dog park with large and small dog sections.

- It is located close to Highway 1 and is very nice park that is well maintained.
- There is not any designated parking for the park.
- Despite good maintenance practices, it is difficult to keep grass growing.

### The Woods

This is just a long narrow open space area with houses located around it.

- The land is leased from the county, but they require that the Village put amenities into the site in the next couple of years.
- The county also requires the Village to clean out all invasive plants.
- The site is overgrown with vegetation.
- This will just be a passive park with a trail around the perimeter and some benches.

### PARKS AND RECREATION FACILITIES SUMMARY

- There are five primary parks and facilities that support recreation programs and services as well as rentals. There is also a dog park and an open space area.
- Most of the parks and facilities are well maintained but improvements and some additional amenities are needed at each location.
- There is limited indoor space for programs and rentals and the existing spaces are small. There is no public indoor gymnasium available in the Village.
- There is no public pool available in the Village which means there are no aquatic programs.
- The lack of parking at a number of facilities (Thalatta, Ludovici, and Perrine) limits their use for certain activities and events. Palmetto Bay also has limited parking for tournaments and Coral Reef for heavy use on the weekends.

## 6. 3 ASSESSMENT OF OPERATIONS AND MAINTENANCE

The Village has a strong commitment to parks and recreation operations and maintenance. This is reflected in a number of areas.

### STAFFING

Staffing within the Parks and Recreation Department is divided into three primary areas (based on 2022-2023 fiscal year). These include 16 full-time positions and 19 part-time. This is only an adequate level of staffing for current operations and results in struggles to maintain a high level of service.

#### Administration and Programming

There are 5 full-time staff that handle basic administrative and operations tasks as well as recreation programming for the department.

- **Parks and Recreation Director:** Manages the entire department.
- **Parks and Recreation Manager:** Assists the Director and is directly responsible for overseeing parks capital projects plus the operation of Veterans Park and The Woods. The position also manages parks maintenance.
- **Administrative Assistant:** Provides administrative support for the department and director.
- **Special Events Supervisor:** Is responsible for the coordination of special events in the Village as well as overseeing general recreation programs that are not offered at one of the other park sites.
- **Special Events & Programs Coordinator:** Assists the Special Events Supervisor and is responsible for some general programs as well.

#### Parks Projects/Parks Maintenance

Is responsible for the maintenance of all Village parks and outdoor

facilities plus managing parks capital projects. There are 7 full-time staff.

- **Parks and Recreation Manager:** Assists the Director and is directly responsible for overseeing parks capital projects plus the operation of Veterans Park and The Woods. The position also manages parks maintenance.
- **Parks Maintenance Supervisor:** Is responsible for managing all parks maintenance functions and staff.
- **Parks Maintenance Workers (6):** They are responsible for the actual maintenance of the parks and outdoor facilities.

### Recreation Operations

These positions are responsible for the operation of major parks and facilities as well as coordinating the programming that takes place there. There are 4 full-time staff.

- Parks & Recreation Supervisor (3) – Each of the supervisors is responsible for different parks. One has Coral Reef Park and the Tennis Center, another has Palmetto Bay Park, Perrine Community House, Perrine Community House and Perrine Wayside Park, and the third has Thalatta Estate and Ludovici Park as well as overseeing reservations.
- Park Reservations Specialist – Is responsible for coordinating all park reservations in the system.

There is also a total of 16 part-time Park Service Aide's with seven being assigned to the first supervisor, six to the second, and 3 to the third Supervisor. They assist with janitorial and minor maintenance of the parks and oversee rentals and coordinate vendors at Thalatta Estate. In addition, there are 3 part-time Recreation Attendants that are assigned to help with the operation of the Tennis Center.

### Other

- There are a number of part-time staff and most of the positions are Park Service Aide's. There are virtually no part-time staff for Grounds Maintenance.
- There is not a park ranger program in place. This may need to be considered in the future.
- There are very limited on-going staff training opportunities.
- There is currently not a Certified Playground Safety Inspector (CPSI) on staff. Training an existing Parks Maintenance Worker for this task is advisable but this could also be handled by contract. Having playground inspections completed by a CPSI on at least a bi-weekly basis is important to reduce liability.
- All job descriptions (full and part-time) should be updated to reflect the current job responsibilities.
- The Village has a Personnel and Policies Manual and Parks & Recreation has a set of departmental rules and regulations as well as standard operating procedures but integrating all this information into a comprehensive parks and recreation staff manual would be advantageous. The department would benefit from having an established succession plan for staff.
- Facility Maintenance is not the responsibility of Parks and Recreation but augmenting this with a facility maintenance crew that is based in the department would provide a higher level of maintenance for indoor facilities.

## OPERATIONS

Various operational factors are noted in the following section.

## Maintenance

The maintenance of parks and facilities is reviewed below.

- The general level of maintenance of all parks and facilities is strong but needs to continue to expand for those areas that receive high use or are in need of being upgraded.
- Grounds maintenance does not have a separate athletic fields maintenance staff. This is often found in parks departments.
- All concession operations in all parks are contracted.
- Most all park maintenance and restroom cleaning are done in-house. The department does contract out some open area mowing but do all athletic field mowing in-house. Major tree trimming and high window cleaning is contracted.
- The Village does not have a computerized maintenance management system. However, work orders are utilized. Having a maintenance management system in place for both parks and facilities that would serve as a work order system and an accounting of maintenance by task and amenity would be helpful.
- While Parks and Recreation has a turf maintenance plan and individual park maintenance plans are developed monthly, there is not a comprehensive written maintenance plan in place for parks as a whole the establishes levels of service standards.
- All playgrounds in the Village need to be on a replacement schedule that ensures that there is a system in place for keeping playgrounds safe and usable.

## Budgets

The Village has a number of budgets for Parks and Recreation that cover parks and recreation facilities including:

- **Parks Administration:** This is the largest budget for the department, and it covers parks and recreation management and administration.
- **Coral Reef Park:** This is the operations and maintenance budget for this park and the activities that take place there. This is the second largest budget in the department.
- **Palmetto Bay Park:** This is the third largest budget account, and it covers the operations and maintenance of the park and its programs.
- **Thalatta Park:** This budget covers the operations and maintenance of the Thalatta Estate.
- **Other Budgets:** Beyond these major budgets there are also budgets for the following parks and facilities:
  - Coral Reef Park-Tennis Center
  - Ludovici Park
  - Perrine Community House
  - Perrine Wayside Dog Park
  - The Woods
  - Veterans Park
- The Village has strong budgeting practices based on establishing budget cost centers that identify the cost for different parks, facilities, and programs (tennis).
- Each of the budget accounts includes all direct identified costs (utilities, security, etc.) for the park or facility so the total costs have been identified.

- Revenues are shown in general categories only with no linkage back to the expenditure accounts.
- Parks and Recreation does not have a formal capital replacement plan in place that is supported by a capital asset management plan.
- Recreation program and facility use fees are established by Village ordinance, but this is not backed up by a formal written fee policy that provides a methodology on how fees are established. This policy would also help determine cost recovery guidelines for programs and facilities.
- The department does not utilize a recreation software program and as a result all program registrations are done manually. There is also no ability to register for recreation programs or rent facilities on-line. The Village also accesses a surcharge for using credit cards.
- The department will need to plan for increasing costs, especially for staff. The department will need to pay more to attract and keep staff but also plan for the state minimum wage going to $15 an hour in a few years.

### Policies and Procedures

There are minimal operations and management policies and procedures in place specfifically for Parks and Recreation. The Village itself has policies and procedures that cover human resources (employee manual), purchasing and other management functions but this is the extent of most policies.

- There needs to be standard operating procedures for the department as a whole and also for individual parks and facilities. This is currently being developed.
- It is critical to have safety and security measures in place for all parks and facilities as well as an emergency action plan. There is a hurricane procedures manual.
- The department should also develop a continuity of service plan that ensures operations during or after a pandemic, hurricane, or other event.
- The department needs to develop a formal diversity, equity, and inclusion statement or plan (DEI). This should build off a Village wide DEI plan.
- Key performance metrics for parks/facility maintenance and recreation services are not present and are necessary for tracking purposes.

### Marketing

Marketing does not appear to be a major focus for Palmetto Bay parks, facilities, and programs.

- The Village's web site has limited information and does not feature links or promotion of facilities and events that are provided. This needs to be improved.
- There is not any type of a marketing strategy or plan in place to guide marketing efforts.
- There is not a marketing staff person or any one individual that is assigned the responsibility of coordinating marketing efforts for the department.

## OPERATIONS AND MAINTENANCE SUMMARY

- The Parks & Recreation department has an organizational structure that is centered around three primary areas that is

well coordinated with the parks and facilities that are operated.

- Staff is mostly full-time with some key part-time support staff as well.
- The staffing plan could use updates to job descriptions, the development of a staff manual, and the establishment of a succession plan.
- The overall level of maintenance is high with most of the maintenance functions being conducted in-house with a few tasks contracted to outside providers.
- There is a strong need for a comprehensive maintenance plan as well as a maintenance management system. This will enhance current maintenance practices and provide clear standards for the future to ensure that established levels of service are followed.
- The department has strong budgeting practices based on true cost center accounting.
- The department needs to establish a comprehensive fee policy to guide fee setting for programs, facility use, and rentals. This should be the basis for a complete cost recovery plan.
- There is a need for a capital replacement program and asset management system.
- There are limited operational policies and procedures to ensure a uniform and consistent approach to providing programs and facilities.
- Key performance indicators need to be established for all aspects of the Parks and Recreation Department's operation.
- There is little integration of technology for management purposes.
- There is no coordinated marketing of recreation opportunities to the community.

# 7

# RECREATION PROGRAMS AND SERVICES RECOMMENDATIONS

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## 7.1 FUTURE RECOMMENDATIONS

The following recommendations are based on the findings of the Assessment of Existing Conditions section of the master plan, the public input findings, national best practices, and the need to position parks and recreation in the Village of Palmetto Bay to be successful in meeting the needs of community residents for the next 10 plus years.

### RECOMMENDATIONS FOR RECREATION PROGRAMS

The Village of Palmetto Bay will need to determine the areas of focus for future recreation programming efforts based on the level of financial and resource commitment that it wants to make to recreation programs and services.

#### Formalize a Programming Philosophy

Parks and Recreation should formalize an overall basic programming philosophy based on the current method of providing services. This should include the following objectives:

- The Village will not be the primary provider of most recreation programs and services that are available in the community but will coordinate these efforts to ensure that adequate recreation services are obtainable.
- Develop partnerships with other providers to bring a full spectrum of recreation programs and services to the community.
- For recreation programs and services that occur at Village parks and facilities develop an approach the relies on:
  - Parks and Recreation staffed programs for key program areas only.
  - Contract provided programs where revenues are shared for most programs.
  - Rental of space to other providers for limited programs.
- Ensure that recreation program and service opportunities are available to all ages, incomes, abilities, gender, and ethnic groups in an equitable and inclusive manner.
- Ensure that recreation program and service opportunities are available in areas of interest that are identified as a need in the community.
- Village recreation and program service offerings will respond to identified community needs in a cost effective and efficient manner.

#### Develop a Program Plan

Based on the programming philosophy, develop a program plan that includes the general direction of recreation programming for the next 5 plus years. This would include the following areas:

- Establish the basics of the plan:
  - Determine which programs will be primarily offered by Village staff. This currently includes:
    - Special events
    - Youth
    - Seniors
    - Self-directed
  - Respond to priorities for general programming expansion based on community input (primarily the survey) including:
    - Fitness/Wellness
    - Nature/Outdoor Adventure

- Aquatics/Water Related
- History and Museums
- Family Events

The role of the Village in providing new programs in these areas will need to be determined but in keeping with the overall programming philosophy, it should be expected that most will be offered by other providers.

- Maintain and enhance programming contracts with existing organizations, including fitness providers, youth sports organizations, outdoor recreation providers and others for the following:
  - Youth Sports
  - Adult Sports
  - Fitness/Wellness
  - Outdoor Recreation
  - Cultural arts
- Determine the approach to other program areas that currently do not have organized program opportunities including:
  - Education
  - Special Needs
  - Teens
  - Social Services

Although not as high of a priority as the programs that were identified by the public for additional focus, there still should be opportunities for Palmetto Bay residents to participate in programs in these areas. It is expected that any programs would either be provided by contracts with other providers or by referral to other organizations.

| PROGRAM AREAS | VILLAGE | OTHER PROVIDERS | FUTURE PROVIDERS |
|---|---|---|---|
| SPORTS | YES | YES | -- |
| FITNESS/WELLNESS | YES | YES | -- |
| CULTURAL ARTS | -- | YES | -- |
| AQUATICS | -- | -- | YES |
| YOUTH | YES | -- | -- |
| EDUCATION | -- | -- | YES |
| GENERAL | -- | YES | -- |
| SPECIAL NEEDS | -- | -- | YES |
| SPECIAL EVENTS | YES | YES | -- |
| OUTDOOR RECREATION | -- | YES | -- |
| SENIORS | YES | YES | -- |
| TEENS | -- | -- | YES |
| SELF-DIRECTED | YES | -- | -- |
| SOCIAL SERVICES | -- | -- | YES |

**TABLE 35 –** *PROGRAMS AREAS AND PROVIDERS*

- Adopt the following future program responsibility directives:
  - **Youth Sports:** Most all competitive youth sports leagues and programs will continue to be the responsibility of community-based youth sports organizations in the area. Parks and Recreation will provide limited recreationally focused team sports as well as only a few select programs for individual sports.
  - **Adult Sports:** Any new adult sports will be offered by other providers, but it will be difficult to add team sports due to a lack of available time on athletic fields as well as indoor gym space.
  - **Fitness/Wellness:** This is a strong area of need as identified by the community, but the Village does not have adequate facilities to support a high level of programming in this category. Parks and Recreation should increase in-house programs where possible, but any significant

growth will have to be through contract or other providers and likely at their own facilities in the future.

- **Cultural Arts:** This is not a major program area for Parks and Recreation and will likely remain so into the future. Any new programs will be offered by contract providers.
- **Aquatics:** With no Village pool available, any programming in this area should be done by referral to other organizations that have aquatic facilities and programming available. This includes the YMCA and Cutler Bay. It is not expected that the Village will develop an aquatic center in the future.
- **Youth:** Parks & Recreation will continue to be primary provider of most after school and summer camp programs, but other contract providers could be utilized to expand programming opportunities in this area.
- **Education:** Parks and Recreation does not currently have education programming for youth or adults (other than what is integrated into youth programs), so most future programming needs should be provided by local school schools, specialized non-profits, the library, or private providers. However, Parks and Recreation should have information regarding these types of programs or services for referral.
- **General Interest:** It is not expected that there will be a significant growth in this area in the future, but most any new programming opportunities will be offered by contract or other providers.
- **Special Needs:** With no programs currently being provided in this area by either Parks and Recreation or other contract providers, there should be a focus in the future on identifying possible providers of programming for special needs either on a contract or referral basis.
- **Special Events:** It is expected that this will continue to be a primary program focus for Parks and Recreation in the future.
- **Outdoor Recreation:** This is one of the top recreation program areas that was requested by the community. Parks and Recreation has limited offerings and most programming is offered by contract providers. This will need to be a focus for future recreation programing by the Village and by contract providers.
- **Seniors:** It is expected that Parks and Recreation will continue to be the primary provider of programs and services that focus on seniors, but additional programs will be needed.
- **Teens:** In the future providing services and programs specifically designed for teens will likely need to be the responsibility of contract and other providers.
- **Self-Directed:** With the Village's recreation facilities, self-directed activities will remain as a significant program area.
- **Social Services:** This area of programming is provided by some parks and recreation agencies but not by others. This is currently not a program area for Parks and Recreation and there are no existing contracts with other providers in place. The Village will need to determine if this is an area that requires their direct involvement in the future. It should be expected that all services will be by referral to other providers only.

- Contracts with other providers need to clearly outline specific roles and expectations as well as limits to facility scheduling, fees, and operations. Contract requirements should include:
  - A program plan.
  - Safety and security plans
  - Participant code of conduct
  - Background checks for all staff and volunteers

- Quarterly and annual reports on program numbers and participants
- DEI policy
- Youth sports: Coaches training program and concussion protocol

- For those program areas where there are no contracts, utilize other providers on a referral and clearinghouse basis. This could involve promotion of their activities, coordinating of some programs, and permitting of facilities. However, this process needs to be closely managed to be successful.

- Ensure that recreation programs (inhouse, contractual or referral) are available for a wide range of demographic groups including:
  - **Preschool:** Programs and activities that assist with the development of young children both as individuals and with parents or caregivers.
  - **Youth:** Programs that serve a variety of interest areas beyond just sports including after-school and summer camps.
  - **Teens:** Activities designed specifically for teens that are both organized and drop-in in nature.
  - **Seniors:** Programs and services that serve a wide range of the senior age category, including an appeal to the younger more active based senior.
  - **Intergenerational/Multigenerational:** Offering programs and services that have an appeal to multiple generations or across generations. This should include family focused activities.
  - **Ethnic/Culturally Based:** There should be an effort to offer programs and services that are appropriate for the cultural orientation of the community.

- Adapt the demand for future programming to the facilities that are available within the Village to support the desired activities. This will limit the ability to deliver programs in some areas.

- Programming should include some limited virtual options in addition to traditional in-person offerings.

- There will need to be the establishment of basic performance measures to track recreation programming effectiveness. This includes the following for both Village programs as well as those that are contracted:
  - Rates of fill for programs and activities (capacity vs. actual numbers).
  - Resident and non-resident participation rates
  - Participation numbers and comparisons to past years/ seasons.
  - Rate of program cancellations (should be between 15% and 20%)
  - Financial performance including cost per participant.
  - Evaluations from participants.

## RECREATION PROGRAM RECOMMENDATIONS SUMMARY

- Formalize a formal programming philosophy.
- Develop a program plan that builds on the programming philosophy.
- Pursue additional contracts with other providers for program areas that are not currently available to the public.
- For those program areas where there are no contracts, utilize other providers on a referral and clearinghouse basis.
- Ensure that recreation programs are available for a wide range

of demographic groups, regardless of who is the provider.

- Establish basic performance measures to track recreation programming effectiveness.

## 7. 2 RECOMMENDATIONS FOR RECREATION FACILITIES THAT SUPPORT RECREATION PROGRAMS AND SERVICES

Specific recommendations for active use recreation facilities in Palmetto Bay include:

- The public process (especially the survey) indicated that the top priorities for new amenities that can support recreational activities are:
  - Exercise/Fitness Room
  - Community Centers/Recreation Centers
  - Larger Community Parks
  - Outdoor Pools
  - Walking Running Tracks

It is not expected that Village will be able to significantly address these priorities by building additional facilities due to the lack of space (large community parks), high cost of development and operation (community/recreation centers and outdoor pools and the staffing requirements.

- It is important to realize that the ability to deliver a wide range of recreation programs and services is impacted by the limits of the parks and facilities that are available. This includes:
  - Without a public pool in the Village, aquatic programming is not available directly by Parks and Recreation.
  - There is not an appropriate indoor space to develop fitness/wellness programming.
  - Indoor sports (basketball, volleyball, etc.) are impacted by the lack of public gym space.

The Village will either need to develop the required amenities to support these activities or rely on other providers in the Palmetto Bay area. Adding a splash pad is an alternative to building an actual swimming pool but it will not provide the opportunity for actual aquatic programs.

- Develop operations plans for each of the major parks and recreation facilities in the Village including:
  - Coral Reef Park
    - Recreation Room/Facility (new)
  - Palmetto Bay Park
    - Recreation Room
  - Thalatta Estate
  - Ludovici Park
    - Community Room
  - Perrine Community House
- This needs to include safety and security concerns and an emergency action plan (EAP).
- Ensure that there are current operational and management agreements in place for any facilities that are being contract operated.
- Thalatta Estate is an outstanding facility for events but the ability for this facility to maximize its full potential would be significantly enhanced if indoor event space could be added to the back of the building. Completing a feasibility study to

investigate the viability of adding indoor space should be completed in the future.

- A lack of parking at Thalatta Estate, Ludovici Park and Perrine Community House impacts the use of these facilities. Developing additional on-site parking is not possible but utilizing shared parking opportunities with other entities will need to continue and should be expanded if possible.
- Parks and Recreation should complete an athletic field capacity analysis to determine the accepted level of use for existing fields. Establish an annual hourly level of use ceiling for fields to minimize turf damage and keep fields usable.
- All playgrounds in the Village should be on a replacement schedule that ensures that there is a system in place for keeping playgrounds safe and usable.
- Establish clear priorities of use for the larger parks and buildings (new Coral Reef recreation room, Palmetto Bay recreation room, Ludovici community room) by time of day, day of week, and season the year to ensure that the parks and spaces are being used to their full potential and meet the goals of the amenities and programs. Priorities should include drop-in use, programs, and rentals.

## RECREATION FACILITIES RECOMMENDATIONS SUMMARY

- Develop the required amenities to support community desired recreation activities or rely on other providers in the Palmetto Bay area.
- Build off existing policies and procedures to develop formal operations plans for each of the major parks and recreation facilities in the Village.
- Have current operational and programming agreements in place for all facilities that are being contract operated.
- Complete an athletic field capacity analysis to determine the accepted level of use for existing fields.
- Determine funding mechanisms for capital development and operations.

## RECOMMENDATIONS FOR OPERATIONS AND MAINTENANCE

Critical to having strong management and operations of recreation programs, services, and facilities; is having a strong staffing, maintenance, budgeting, policies and procedures, and marketing measures in place. The following are specific recommendations for these areas.

### Staffing

- Currently Parks and Recreation has only an adequate level of staffing for operations, maintenance, and recreation programming. However, if there is a desire to increase the level of maintenance and operations at existing parks, add new parks and park amenities, or recreation programming is expanded, then further staffing will be required.
- Establishing a formal staffing philosophy for Parks and Recreation will be important. This should be tied to levels of service for parks and facilities as well as for recreation programs (existing or new). It should also reflect what operations and programming tasks will be contracted to other organizations or providers.
- Review all job descriptions for full-time and part-time staff to ensure that they adequately reflect the actual duties of each position.

- Formalize a staff succession plan to plan for the inevitable turnover in key staff positions over time.
- Critical to the long-term success of parks and recreation staffing is a commitment to staff training and ultimately certification when appropriate. Developing a formal annual training program is important.
- A comprehensive staff manual should be developed that builds off Village policies and procedures.
- The Village may want to consider establishing a Park Ranger program with two full-time rangers. This may need to be augmented with part-time staff as well. These positions could assist with customer service issues, rules enforcement, safety and security concerns, and even opening and closing of parks.
- Most parks and recreation agencies that have a significant number of athletic fields, establish an athletic fields maintenance crew the focuses on this aspect of parks maintenance. This does not have to be the crew's sole job function, but they should have the specific knowledge and experience to complete this work. Designating two of the existing Parks Maintenance Workers for this role should be considered.
- There should be at least two Certified Playground Safety Inspectors (CPSI) in the Parks and Recreation Department in the next year. This is simply certifying existing staff with no additional staff needed. This could also be a contracted service.
- Consider adding a facilities maintenance crew (1-2 staff) within Parks and Recreation to enhance indoor facility maintenance.

### Maintenance

- The maintenance of parks and recreation facilities is currently at a high level and the Village needs to commit to continuing this level of service in the future.
- Parks and Recreation needs to develop a comprehensive maintenance management plan for parks and facilities as a whole. This needs to include specific maintenance functions that need to occur, their frequency, method(s) for delivery, required resources, and tracking of work and budget. This plan should also have a specific focus on preventative maintenance and should include not only the growing environment but also buildings and structures as well. Ideally each major park or recreation facility should have its own maintenance plan that is specific to that location.
- Once the maintenance management plan is in place, the process needs to continue to develop to the next level where actual time and resource allocations are utilized to validate the plan that is in place. This could take several years until enough real-world numbers (number of hours spent per park/building and per maintenance function as well as actual costs for each park for supplies and contracted services) are available to adjust the existing standards. From this, specific benchmark standards can be determined (cost per acre, per square foot, etc.). This will require a maintenance management software system.
- Develop an asset management plan and lifecycle replacement schedule for all Village parks and recreation facilities with provisions for a yearly update.
- There should also be a detailed deferred maintenance list for all Village owned parks and recreation facilities that prioritizes needed improvements per facility and overall.

- Most parks and recreation agencies strategically contract for some maintenance services in addition to providing staff led maintenance. Parks and Recreation, with minimal staffing levels, should complete an analysis of which additional parks maintenance services could possibly be contracted. This should include the possibility of contracting for restroom cleaning on a daily basis.
- Formal park/facility inspections should be completed on a bi-weekly basis.
- Staff schedules, maintenance plans, tracking of inventories, facility inspections and actual maintenance time and materials records should be fully automated with the ability to make entries from the field on tablets or other hand-held devices.

### Budgets

- Establish clear staffing and operational budget requirements for Parks and Recreation to support maintenance, operations, and the program plan.
- Utilizing the asset management plan and lifecycle replacement schedule for parks and recreation facilities, a 5-year capital improvement plan (CIP) should be developed and updated annually. This will need to be fully funded to keep from developing an ever-expanding list of deferred maintenance issues.
- Sound financial practices require good budget monitoring procedures and strong record keeping. The operational budgets need to continue to be monitored on at least a monthly basis with any possible deviations or modifications noted at that time.
- For any budget accounts where there are direct revenues associated with costs (recreation programs and facilities), revenues should be linked and shown with expenses to determine a true net cost.
- Rates of compensation for part-time staff will likely need to have significant increases over the next five years to attract and keep staff.
- Parks and Recreation needs to establish a formal recreation fee philosophy and a supporting policy to guide the fee process and provide a rational reason for establishing specific fees for service. There should be fee increases for most programs, services, and rentals at least every two years.
- Strong consideration should be given to eliminating the surcharge for the use of credit cards as a form of payment for parks and recreation services as this discourages their use and makes the collection of funds more difficult and time consuming. Most services should be available for on-line sign up which eliminates much of the staffing requirements for this function.
- It must be recognized that recreation is a discretionary use of an individual's time and money and as a result there needs to be an adequate budget and staff commitment to marketing and promotions on an annual basis.
- Parks and Recreation should utilize the quarterly Managers Report to complete a comprehensive annual report for all aspects of parks, facilities, and recreation operations. There should be an annual report that succinctly summarizes yearly financial statistics and utilization rates and compares them with previous years. Each area should utilize the same format and the information should be available in a single document for the Village.

### Policies and Procedures

- There needs to be standard operating procedures for Parks and Recreation as a whole and for individual parks and facilities.
- It is critical to have safety and security measures in place for all parks and facilities as well as an emergency action plan (EAP).
- It is absolutely essential that Parks and Recreation utilizes a software program for all recreation program registrations, point of sale transactions, rentals, scheduling and other functions. This should be tied to the Village's financial system for easy integration.
- Develop an athletic field use policy to determine priorities of use, use requirements and fees for use.
- It is important that Parks and Recreation establishes a continuity plan that covers possible interruptions of operations from natural disasters, pandemics, terrorist acts or other conditions.
- Current agreements for all contract service providers should be in place.
- The department needs to develop a diversity, equity, and inclusion policy (DEI).
- Key performance metrics for parks/facility maintenance and recreation services are not present and are necessary for tracking purposes.

### Marketing

- Parks and Recreation needs to focus on improving and expanding its marketing efforts. This requires the development of at least a basic yearly marketing plan that reflects the priorities of the organization. The focus of the plan should include:
  - Integrating the promotional efforts that are in place for Thalatta Estate for general parks and recreation services.
  - The unique parks and recreation facilities that are available to the residents of the community.
  - Promoting the recreation programs and services that are available by not only Village staff but by contract providers.
  - That Parks and Recreation serves all age groups, interests, and backgrounds.
- There should be an every other year (in-house and on-line) survey of parks and recreation users' needs and concerns. This survey should gather opinions regarding maintenance, staff, programs and services, and future needs.
- Parks and Recreation should have a branded web page that is accessible from the Village web page or independently.
- Development of a 3 time a year digital parks and recreation programs and services brochure should be strongly considered.
- Designating one full-time staff member as the coordinator for marketing will be important.

## OPERATIONS AND MAINTENANCE RECOMMENDATIONS SUMMARY

- Establish a formal staffing philosophy for Parks and Recreation.
- Review and update job descriptions for full-time and part-time staff.
- Formalize a staff succession plan.
- A comprehensive staff manual should be developed.

- Consider establishing a Park Ranger program as well as an athletic field maintenance crew. Also consider adding a facilities maintenance crew.
- Develop a comprehensive maintenance management plan for parks and facilities overall, as well as for individual amenities.
- Develop an asset management plan and lifecycle replacement schedule for all Village parks and recreation facilities.
- Complete a detailed deferred maintenance list for all Village owned parks and recreation facilities.
- Establish clear staffing and operational budget requirements for Parks and Recreation.
- A 5-year capital improvement plan (CIP) should be developed and updated annually.
- Establish a formal recreation fee philosophy and a supporting policy to guide the fee process.
- Complete an annual report for all aspects of parks, facilities, and recreation operations.
- Have safety and security measures in place for all parks and facilities.
- Utilize a software program for all recreation program registrations, point of sale transactions, rentals, scheduling and other functions.
- Develop an athletic use field policy to determine priorities of use, use requirements and fees for use.
- Develop a basic marketing plan that reflects the priorities of Parks and Recreation.
- Develop a branded web page that is accessible from the Village web page or independently.
- Develop 3 times a year digital parks and recreation programs and services brochure.

# 8

# DESIGN PRINCIPLES

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## 8.1 GUIDING FRAMEWORK

The Village of Palmetto Bay Villagewide Parks Master Plan establishes a guiding framework for the design and development of the Village's parks. These design principles are intended to guide future park design decision-making and serve as a reference for the evaluation of parks designs. These guiding design principles are as follows.

### PARK SUSTAINABILITY

New construction and rehabilitation of Village of Palmetto Bay Parks will be based on accepted sustainable design and sustainable construction practices and will include as a minimum the following principles:

- Protection, enhancement, and sustenance of the natural environmental resources of existing and new parks through:
  - Best possible utilization of the recreational land resources of the Village of Palmetto Bay
  - Use of best operational practices for the upkeep and maintenance of park facilities
- Rational Use of Water Resources
  - Adequate storm water design to limit the disruption of natural hydrology by reducing impervious cover and increasing on-site infiltration
  - Efficient use of water through landscaping practices such as the use of native species and xeriscaping with drought-resistant plants
  - Efficient design of irrigation systems to maximize available water resources, using captured rain water or recycled water wherever possible
- Reducing Urban Heat Island Effect
  - Use of low-albedo materials in paved surfaces
  - Provision of adequate shade for paved surfaces
- Park Energy Efficiency
  - Implement energy-efficient lighting that, in keeping with CPTED standards, reduces the risks associated with potential park evening use
  - On-site power generation for lighting where possible and economically feasible

### PARK BUILDING DESIGNS

Designs of Village of Palmetto Bay new park buildings will meet, wherever possible and economically feasible, the highest standards of sustainable building design as identified by the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design Green Building Design and Construction. Given the varied nature of the buildings, the following is recommended by the Plan:

- Buildings under 10,000 square feet of new or existing construction will meet the requirements of sustainable designs
- Buildings over 10,000 square feet of new construction area will be built to be eligible for United States Green Building Council Silver LEED Building Certification

### BEST PARK LANDSCAPE PRACTICES

Landscapes for the Village of Palmetto Bay will be of the highest quality and will provide Village park users with a healthy, enjoyable, and sustainable environment. Landscape design will reflect and incorporate practices that conserve water, reduce nutrient loading, minimize costs, and sustain plant life. The Villagewide Parks Master Plan recommends the following principles for landscape design.

- Provide for the use of native, drought- tolerant, low-maintenance

plant materials

- Encouraging cooling through the provision of shade and channeling of breezes
- Promote sustainable development by implementing leading-edge programs and technologies for pollution control, resource conservation, and ecosystem monitoring, research and enhancement

## PARK ACCESSIBILITY

Maximize public access and use of park lands and activities by:

- Providing for parks that are physically, visually, and universally accessible for all ages and physical abilities
- Providing for parks that act as central community spaces
- Providing for user comfort through the inclusion of substantial shaded areas and the protection of cover over all children playground areas.

## PARK SIGNAGE

Signage on all Village of Palmetto Bay parks shall be uniform in design and appearance and meet the following signage requirements:

- Identification: Park identification signs
- Direction: Directions to park users identifying location of activities and other requirements
- Regulation: Park use regulation signs
- Information: Park history and name origin information

## CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CPTED)

The designs of all Village of Palmetto Bay parks will adhere to the principles of CPTED and provide for the five basic elements of CPTED:

- **Natural Surveillance:** Keeping intruders under observation and creating visual connections to prevent unacceptable and unlawful activities from taking place. This is the much-mentioned concept of "eyes on the street" to control activities, intruders, and users. The adequate location of activities within the park; the location and definition of open spaces; lighting and landscape; all play a major role in creating natural surveillance of public and private areas and is a basic principle of "defensible space". Additionally, natural surveillance addresses the elimination of built environment elements that facilitate hiding, block visibility, or provide for unsafe conditions.
- **Natural Access Control:** Careful location of entrances and exits, using fences, gates, shrubs, access control devices, control, or limit access to potential target areas and to delineate to intruders and offenders that there is a risk in selecting this place as a target. Using physical means including locks and fences, provides a supplement to other access control devices.
- **Territorial Reinforcement:** Creates a clear delineation of space and separates the dedicated space from non-legitimate users. This element is often accomplished using landscaping, hardscape, fencing, signage, creative artwork, and seating. By utilizing these typical elements within the design of the facilities, the Village may increase safety within the parks, and also express additional community pride and ownership of the space.
- **Activity Support:** Places programs and activities in the shared location, so that individual participants become a part of the natural surroundings, providing natural surveillance by

committee. When spaces are perceived as safe, it increases the use of the park, increasing value and discouraging actions of non-legitimate users. Activity Support may be classified as active and passive efforts. Passive efforts include the use of design elements that attract patrons, such as parks, playgrounds, and community spaces. Active efforts include the use of scheduled elements, such as special events, programs, concerts, or organized grounds.

- **Maintenance:** Routine and preventative maintenance helps ensure spaces are able to serve their intended purpose. This allows for the continued use of spaces as originally intended. Regular maintenance is a demonstration that the park is cared for and discourages misuse by non-legitimate users.

### ALIGNMENT WITH VILLAGE POLICIES

All new construction and park improvements shall be in alignment with Village of Palmetto Bay policies.

### PARK DESIGN EXCELLENCE

The Village of Palmetto Bay will strive to provide park designs that incorporate the highest standards to meet user needs and have functional, creative and aesthetically pleasing designs that provide for enhanced public image and identity of the Village of Palmetto Bay recreational lands through the adequate linkage to surrounding urban fabric.

The following pages include recommendations for achieving design excellence for the future design and construction of Village of Palmetto Bay parks.

## 8. 2 INTRODUCTION TO DESIGN EXCELLENCE

The Plan is a design-driven document oriented to the enhancement and expansion of the Village's parks. The Village of Palmetto Bay Council, in its proactive participation in the development of the Villagewide Parks Master Plan, promoted the inclusion of descriptive concepts and actions to enhance not only the functionality of parks, but their aesthetics and relationship to the Palmetto Bay community.

The community survey carried out as part of the Plan identified a number of community priority investments in future Village park improvements and design. Some of these priority items are included below:

- Smaller Neighborhood Parks/Pocket Parks
- Outdoor Fitness Equipment/Courses
- Community Centers/Recreation Centers
- Pickleball Courts
- Splash Pads
- Labyrinths

As a guiding document the Villagewide Parks Master Plan addresses the inclusion of these venues and to promote their excellence in design as a guide to future park designers implementing the specific park designs included as part of the Master Plan. Examples are presented to illustrate the design intent for the future venues to be included in each park. Highlighted as well is the need to create cross-generational, multi-use spaces and areas to expand the reach of the park system and provide a day-long utilization of the Village's Park resources: seniors in the working hours, children in the afternoons, young adults in the evenings. Presented in the following pages are examples of park design venues to promote functionality and excellence in future Village park designs.

## SMALLER NEIGHBORHOOD PARKS/POCKET PARKS

A small neighborhood park, also referred to as a "pocket park," are passive parks embedded within the community, utilized for more passive recreational needs. These open spaces are intended to be easily accessible to the surrounding community and prioritize connectivity for pedestrians.

The smaller neighborhood parks shall be visible from the street and surrounding residential uses, prioritizing safety, and security. Given the passive nature of these parks, the most intensive use to be programmed within the sites are small children's playgrounds, and they do not typically include sports-related activities, such as basketball courts/baseball fields.

Smaller neighborhood parks are intended to provide green space for the neighborhood at-large, and not utilized by the overall urbanized area.

The placement and character of these open spaces are meant to fill the gaps in open space around the community, safely providing a park within the 10-minute walk for most Village residents.

















## OUTDOOR FITNESS EQUIPMENT/COURSES

The integration of exercise stations with the walking paths of the park, the landscape surrounding the exercise stations, and the quality of the covered structures create an attractive, enticing environment to stop and exercise. The exercise stations are open and highly visible from the streets and the pedestrian paths. Attention to Crime Prevention Through Environmental Design (CPTED) principles shall be incorporated into the design of these amenities.

Outdoor exercise stations may serve a multitude of age groups. They should be integrated into the walking paths to create distinct spaces within the park design. The selection of well-designed, durable, minimal-maintenance exercise equipment is critical to limit replacement and maintenance costs.

## COMMUNITY CENTERS/RECREATION CENTERS

Community centers play a pivotal role in fostering a sense of belonging and unity among residents by offering extensive services and activities for the surrounding neighborhoods. As municipalities invest in these facilities, they recognize their potential to promote public health, well-being, and social cohesion among diverse populations.

In response to the evolving landscape of recreation programming, it is crucial to design community centers that can adapt flexibly to changing trends and demands in parks and recreation. By incorporating versatile spaces and multi-purpose areas, these centers can accommodate a wide range of activities and events while remaining responsive to future needs.

Additionally, community centers must cater to various generations and age groups, considering the specific recreational needs of both aging populations and children. This inclusive approach ensures that centers can provide engaging, age-appropriate activities for all residents.

By prioritizing adaptability, inclusivity, and multi-generational appeal, community centers can serve as vital hubs for recreation, social interaction, and community-building. These centers, in turn, contribute to the overall quality of life and well-being of residents.















## PICKLEBALL COURTS

Pickleball is increasingly popular in park design due to its accessibility for various ages and skill levels. Park designers are incorporating pickleball courts in several ways:

- **Multi-use Courts:** Parks may include flex-use courts accommodating pickleball, tennis, and other sports by using adjustable or removable nets and different striping.
- **Dedicated Facilities:** High-demand areas can feature dedicated pickleball complexes with multiple courts, seating, and amenities for players and spectators.
- **Adaptive Reuse:** Underutilized tennis /handball or basketball courts can be repurposed into pickleball courts, requiring minimal space and equipment investment.
- **Lighting and Accessibility:** Courts with proper lighting allow extended play hours, while incorporating accessibility features like ramps and benches caters to all players.

Incorporating pickleball courts into park designs allows planners to meet diverse recreational needs, enhancing parks' overall appeal and usability

## SPLASH PADS

Trends in splash pad design for parks focus on creating engaging, inclusive, and sustainable water play areas for diverse user groups:

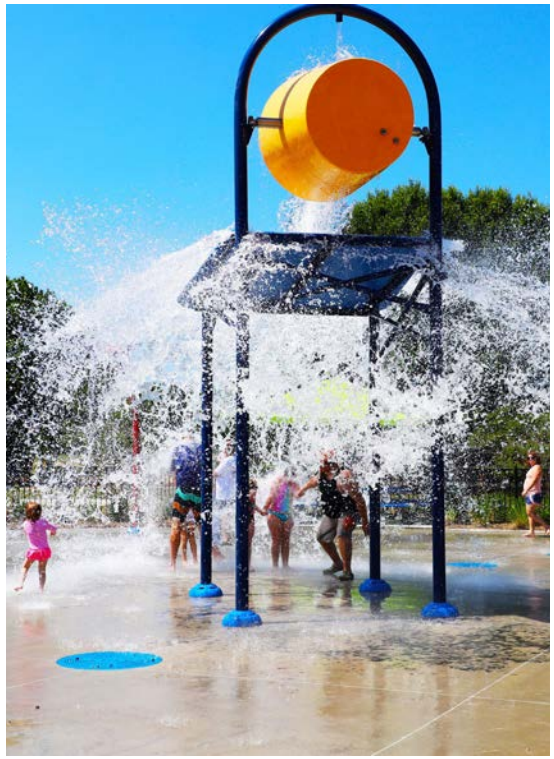
- **Themed Designs:** Stimulate children's imaginations with visually appealing themes like nature or ocean.
- **Interactive Elements:** Enhance user experiences through movable nozzles, levers, and buttons for active play.
- **Inclusive Play:** Design accessible surfaces and features, promoting experiences for all ages and abilities.
- **Integrated Seating and Shade:** Provide seating, shaded spots, and nearby amenities for a comfortable environment.
- **Year-round Functionality:** In colder regions, incorporate features convertible into dry playgrounds or other recreational spaces.

These trends aim to create engaging, inclusive, and sustainable water play areas that enhance the appeal and usability of parks and recreational spaces















## LABYRINTHS

Labyrinths in parks and open spaces offer unique experiences that blend recreation, relaxation, and introspection. They serve various purposes including the following:

- **Meditation and Relaxation:** Labyrinths provide a serene environment for walking meditation and contemplation, promoting mindfulness.
- **Artistic Expression:** Diverse labyrinth designs, materials, and landscaping add visual appeal and artistic elements to parks.
- **Education:** Interpretive signs or guided tours can teach visitors about the labyrinth's history, culture, and meditation's importance.
- **Community Engagement:** Labyrinths can host community events, workshops, or group meditation sessions, fostering social connections.
- **Recreation and Play:** Labyrinths offer a unique recreational experience for all ages, with children enjoying the challenge of navigating the paths.

Incorporating labyrinths into parks and open spaces enables planners and designers to create multi-functional environments catering to the community's diverse needs and interests.

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PREPARED BY:



**AGENDA ITEM NO. 14.C**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Nick Marano, Village Manager's Office |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE EXTENSION OF THE EMPLOYMENT AGREEMENT OF NICK MARANO, VILLAGE MANAGER FOR THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Nick Marano, Village Manager)* |

**SUGGESTED ACTION:**

**ATTACHMENTS:**

Reso-Extension of Manager Contract

Exhibit A-Marano Employment Agreement 2023_Extension

# RESOLUTION NO. 2023-___

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; AUTHORIZING THE EXTENSION OF THE EMPLOYMENT AGREEMENT OF NICK MARANO, VILLAGE MANAGER FOR THE VILLAGE OF PALMETTO BAY; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Nick Marano, Village Manager)*

**WHEREAS**, the Village Council approved the appointment of Nick Marano as the Village Manager for the Village of Palmetto Bay on October 8, 2020, via Resolution 2020-95, and

**WHEREAS,** the parties entered into an Employment Agreement on October 26, 2020, via Resolution 2020-97; and

**WHEREAS,** the term of the current Employment Agreement expires on October 26, 2023; and

**WHEREAS**, the Village Council and the Village Manager desire to extend the Employment Agreement and make updates to the Employment Agreement as further provided on the proposed employment contract, attached as "Exhibit A".

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The Village Council hereby approves the updates to the Village Manager's Employment Agreement, attached as "Exhibit A".

**Section 2.** The Village Council wishes to extend the term of the Agreement for three (3) additional years with automatic three (3) year renewal periods, unless either party gives written notice to the other prior to the end of the original three (3) year term.

**Section 3.** Upon the approval of this Resolution, Nick Marano will continue his Charter Officer duties and responsibilities as the Village Manager for the Village of Palmetto Bay.

**Section 4.** This Resolution shall take effect immediately upon approval.

**PASSED** and **ADOPTED** this 11th day of September 2023.

Attest:

| | |
|---|---|
| _____ | _____ |
| **Missy Arocha** | **Karyn Cunningham** |
| **Village Clerk** | **Mayor** |

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA ONLY:**

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Council Member Marsha Matson ____

Vice-Mayor Leanne Tellam ____

Mayor Karyn Cunningham ____

**EMPLOYMENT CONTRACT BETWEEN THE VILLAGE OF PALMETTO BAY, FLORIDA AND NICHOLAS MARANO FOR THE POSITION OF VILLAGE MANAGER**

This Employment Contract (the "Contract") is made as of the 11th day of September 2023, by and between the Village of Palmetto Bay, Florida (the "Village" or the "Council") and Nicholas Marano ("Marano" or the "Manager") pursuant to the Charter of the Village of Palmetto Bay, for the position of Village Manager ("the Parties").

Whereas, The Village of Palmetto Bay Council adopted Resolution No. 2020-95 on October 26, 2020, approving Nicholas Marano as the Village Manager and authorizing the Mayor to execute an Employment Agreement detailing the terms and conditions of the Village Manager's employment; and

Whereas, the Village and the Manager wish to amend the Agreement and extend the term of the Agreement for three (3) additional years with automatic three (3) year renewal periods; and

Whereas, the Village Council has determined that adoption of this Agreement is in the best interest of the residents of the Village.

Now therefore, the Parties wish to enter into this Contract and establish all terms and conditions of employment.

**Section 1. Salary**

**Section 1.1 Base Salary** - The base annual salary shall be the Manager's current salary One Hundred Eighty-Nine Thousand Three Hundred Seventy-one Dollars, ($189,371.00) paid as direct compensation exclusive of contributions and other provisions of this Contract.

**Section 1.2 Annual Salary Adjustments** - For each fiscal year hereafter, commencing on October 1, 2023, the Manager shall receive the same percentage maximum merit pay increase which is granted to all other Village employees unless the Village Council elects to modify that percentage per Section 3.

**Section 2. COLA** - The Manager shall be an employee of the Village and will receive the same cost- of- living (COLA) increases as are provided to Village employees under the same terms as applicable to all Village employees.

**Section 3. Yearly Evaluations** - The Village Council shall conduct an annual evaluation upon each anniversary date of this Contract. The Council in its discretion shall determine to either maintain an existing merit salary increase without change or to give an additional merit pay increase. The anniversary date for this evaluation shall remain the Manager's original anniversary date of October 26, 2020.

## Section 4. Retirement Issues

**4.1 IRC 401 Contributions/Qualified Retirement Plans** - The Manager shall receive qualified retirement plan contributions from the Village, pursuant to U.S. Internal Revenue Code sections 401(a) (or equivalent provisions), as follows: (i) an automatic six percent (6%) of annual salary; and (ii) a match contribution by the Village, for each percent, up to six percent (6%) of annual salary deferrals voluntarily contributed by the Manager. These qualified retirement plan contributions by the Village are in addition to base salary.

**4.2 IRC 457/Deferred Compensation** - The Manager shall receive the maximum percent allowable of annual salary as deferred compensation, pursuant to U.S. Internal Revenue Code section 457 (or equivalent provision). This deferred compensation is in addition to base salary.

## Section 5. PTO, Insurance, and Other Benefits

**5.1 PTO** - The Manager shall receive eight hours (8 hours) of personal time off (PTO) bi-weekly with an accrual limit of three hundred twenty hours (320). Upon termination of employment for any reason, accrued PTO shall be paid based upon the salary at the time of termination. The eligibility rollover for each year will be three hundred twenty (320) hours.

**5.2 Holidays** - Marano shall be entitled to all Village recognized holidays, the same as other employees, except for pre-scheduled events or unforeseen circumstances which require attention.

**5.3 Insurance and Medical Issues** - Marano shall receive, at Village expense through Village group insurance plans (or as otherwise determined by the Village), comprehensive medical, dental and eye insurance and for the family (spouse and minor children if any) and medical leave benefits as provided to all Village employees. In addition, Marano shall receive life, accidental death and dismemberment insurance, short-term disability insurance, and long-term disability insurance in accord with a program to be determined by the Human Resource Director.

The medical benefits under this section 5.3 and under section 6.5 shall have no cash value.

**5.4 Automobile Allowance** - The Village will provide the Manager with an automobile for his use during the term of this Agreement. The Village will pay the costs of insurance, maintenance, sun-pass, gasoline and repairs for the Manager's assigned automobile. Marano agrees to observe the applicable laws and rules of the road when driving. The Village reserves the right to take away the Manager’s automobile, on any grounds, including, but not limited to, financial reasons and/or

Marano's driving record. If Marano's vehicle is taken away, the Village shall provide Marano with a monthly vehicle allowance of $700.00 per month during his employment.

**5.5 Communications Allowance** - The Village shall provide the Manager with a cell phone/data allowance of $150.00 per month to maintain seamless communications remotely.

## Section 6. Termination/Renewal/Severance Benefits

**6.1 At-Will Employment/Termination Without Cause** - This at-will Contract may be terminated by the Council, without cause upon no less than thirty days (30 days) following a Notice of Intent to terminate. This termination must occur at a Council meeting, pursuant to the procedures specified in this subsection.

**6.2 Notice** - A proposed Notice of Intent to terminate by the Council must be noticed at least ten days (10 days) prior to a Council meeting. Following adoption of a Notice of Intent to terminate by the Council, a subsequent Council meeting shall be held not less than thirty days (30 days) thereafter, during which time Marano may file a written response to the decision to terminate. At such subsequent Council meeting, the Council may terminate the Manager effective immediately.

**6.3 Termination for Cause** - The Council may also terminate this Contract for cause as specified below.

**Cause Defined** - The Council may terminate for cause at any time as specified for any of the following reasons which constitute cause: (I) the breach of any material term or condition of this Contract; (2) the violation of any applicable Federal or State law; (3) misfeasance, or malfeasance ~~and/or nonfeasance~~ in the performance of the duties and responsibilities specified in the Village Charter; (4) gross insubordination; (5) willful neglect of duty; (6) conviction or a plea of guilty or no contest to a misdemeanor or felony crime, whether or not adjudication is withheld (except for non-felony traffic violations) (7) the violation of any Village policy, rule or regulation which would subject any other Village employee to termination; (8) the commission of any fraudulent act against the interests of the Village; (9) a knowing or intentional violation of the Florida, Miami-Dade, or Village of Palmetto Bay conflict of interest laws or code of ethics laws.

**6.4 Procedures** - Any proposal to terminate for cause must be noticed on a Council meeting agenda at least ten (10) days prior to a Council meeting, specifying the reason as enumerated from the immediately preceding list of reasons with a description of the factual basis for the proposed termination. Such description need be in no greater detail than reasonably necessary to provide general notice to the Manager. After allowing an opportunity to address the

reason(s) within a 30-day period, the Council may decide the issue of termination for cause. Upon such termination for cause, Marano shall not be entitled to severance benefits except for all vested IRC401(a) and IRC 457 Retirement Benefits and any then accrued salary and PTO.

**6.5 Severance Benefits** - Should the Village Council terminate the services of the Manager without cause, or a contract is not renewed by the Village Council and during such time as the Manager is willing to perform duties under this agreement, or the Manager is asked or forced to resign, then and in that event, the Village agrees to pay the Manager severance benefits. The Village agrees to pay within ten (10) business days following the termination, an amount equal to twenty (20) weeks of salary and benefits, all vested retirement funds and any accrued and unpaid salary and PTO time in accordance with Florida Statute § 215.425. Additionally, Marano shall receive continued medical insurance benefits, which is one year (1 year) of post termination medical insurance benefits for each full two years (2 years) of service.

**6.6 Term of Contract** - The term of this Contract is for a period of three years (3 years).

**6.7 Renewal of Contract** - This Agreement shall automatically renew on its Anniversary Date for successive three-year terms, under the same terms and

conditions as set forth herein, unless either party advises the other party in writing at least sixty (60) calendar days in advance of the Anniversary Date that it shall not be renewed.

**Section 7. Outside Employment -** Marano shall have no outside employment unless approved by the Mayor and Council.

**Section 8. Miscellaneous Provisions**

**8.1 Indemnification**- To the extent permitted by law and Section 768.28, Florida Statutes, the Village shall defend, hold harmless, and indemnify the Village Manager against any tort, professional liability claim, demand or other legal action arising out of an alleged act or omission occurring in connection with the performance of the duties of the Village Manager, so long as the Village Manager is acting within the scope of employment. The Village or its insurance carrier will pay or settle any such claim, suit or judgment rendered thereon. The Village agrees to bear the full cost of any fidelity or other bond as may be approved by the Village Council pursuant to the Village Charter.

**8.2 Property Rights** - The Village recognizes and agrees that Marano has vested property rights in this Contract.

**8.3 Reduction in Salary, Contributions or Benefits** - If at any time the Council is unable to pay the salary, contributions or benefits as specified herein

due to a shortfall in revenue, without increasing taxes or fees, the Manager may consider such reductions to be a termination of the Contract at will and without cause. In such a case, Marano shall notify the Council at the next regularly scheduled Council meeting to consider the reductions to be such a termination. The Council shall have a thirty-day (30) period to eliminate the reductions. If the deductions are not eliminated, Marano shall be entitled to the severance benefits for termination at will and without cause. Alternatively, Marano may choose to accept such reductions at the Council meeting. In such a case, this Contract will be deemed amended to reflect the reductions. If any reductions are imposed and Marano accepts the reductions, the Council, as a matter of good faith, but not as an enforceable commitment, decides in its sole discretion to restore or otherwise compensate for the reductions imposed whenever possible.

**8.4 Professional Development** - The Village shall pay for memberships in professional government management associations, for attendance at meetings of such associations, and for attendance at relevant seminars and conferences as are approved in the Village's annual budget or as otherwise approved by the Council. Attendance at local civic and governmental organization events is encouraged. Upon execution of this contract, Marano is authorized membership in the International City Manager Association (ICMA), the Florida City Manager Association and the Miami Dade County City Manager Association at Village

Expense. All other documented expenses in excess of Five Hundred Dollars ($500) must be approved by the Council.

**8.5 Dispute Resolution** - Claims and disputes arising out of this Contract shall be pursued in good faith as specified below.

**8.6 Mediation** - Any claim or dispute arising out of this Contract shall be subject to mediation as a condition precedent to instituting legal or equitable proceedings in court. The use of a mediator or the mediation may be waived by joint agreement of the Parties. If a mediator is used, costs shall be shared equally. The mediation shall be held in Miami-Dade County unless otherwise agreed. Agreements reached in mediation which the Parties characterize as enforceable may be enforced as a settlement agreement in the Miami-Dade County Circuit Courts. The Parties waive any claim or right to arbitration.

**8.7 Applicable Law and Venue** - This Contract shall be interpreted and enforced in accordance with the laws of the State of Florida. Venue for any legal or equitable action shall be in Miami-Dade County, Florida, and the Parties waive the right to trial by jury.

**8.8 Interpretation of the Contract** - The Parties agree that each has shared equally in the drafting of this Contract, and it should not be interpreted more strictly against either.

**Section 9 Severability.** The provisions of this Contact are declared to be severable, and if any sentence, section, clause or phrase of this Contract shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sentences, sections, clauses or phrases of the Contract, shall remain in full force and effect it being the intent that the remainder shall stand notwithstanding the invalidity of any part.

**WHEREFORE**, Parties have executed this Contract as of the date above written.

| | |
|---|---|
| _____ | _____ |
| **Karyn Cunningham** | **Nicholas Marano** |
| **Mayor** | **Village Manager** |
| | |
| _____ | _____ |
| **Missy Arocha** | **John C. Dellagloria** |
| **Village Clerk** | **Village Attorney** |

**AGENDA ITEM NO. 14.D**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

**DATE:** September 11, 2023

**SUBMITTED BY:** Olga Cadaval, Grants

**ITEM TYPE:** Resolution

**AGENDA SECTION:** RESOLUTIONS WITH PUBLIC COMMENT

**SUBJECT:** A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RETROACTIVELY ACCEPTING A LEGISLATIVE APPROPRIATION IN THE AMOUNT OF ONE MILLION THREE HUNDRED AND FORTY-SIX THOUSAND ONE HUNDRED DOLLARS ($1,346,100) FOR STORMWATER IMPROVEMENTS TO SUB-BASIN #44; RETROACTIVELY APPROVING THE PROJECT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; RETROACTIVELY AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Olga Cadaval, Human Resources, Communications, & Grants Director)*

**SUGGESTED ACTION:**

**ATTACHMENTS:**
Reso Accepting Grant-LPA0608.doc
Sub-Basin 44 Grant Award.pdf

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, RETROACTIVELY ACCEPTING A LEGISLATIVE APPROPRIATION IN THE AMOUNT OF ONE MILLION THREE HUNDRED AND FORTY-SIX THOUSAND ONE HUNDRED DOLLARS ($1,346,100) FOR STORMWATER IMPROVEMENTS TO SUB-BASIN #44; RETROACTIVELY APPROVING THE PROJECT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION; RETROACTIVELY AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Human Recourses and Communications Director, Olga Cadaval)*

**WHEREAS**, the Village has maintained a strong presence in Tallahassee and has built solid relationships with its state representatives who advocate Village priorities at the state level; and

**WHEREAS**, this year the Village received a legislative appropriation for the Sub-Basin 44 improvement project; and

**WHEREAS**, the appropriated amount is one million three hundred and forty-six thousand one hundred dollars ($1,346,100) for the improvement of Sub-Basin 44 to mitigate flooding; and

**WHEREAS**, the Village desires to accept the appropriated funds and received the agreement immediately following the July Council meeting, therefore, retroactive approval of the agreement is being requested.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The Village Council hereby retroactively accepts the legislative appropriation for $1,346,100 from the Florida Department of Environmental Protection for the Sub-basin 44 stormwater project.

**Section 2.** The Project Agreement No. LPA0608 between the Florida Department of Environmental Protection (DEP) and the Village

of Palmetto Bay and the relative Grant Work Plan, included as Exhibit 1, are hereby approved.

**Section 3.** Retroactive execution of the grant agreement by the Village Manager on behalf of the Village is authorized, along with any and all other future grant related documents.

**Section 4.** This resolution shall take effect immediately upon approval.

**PASSED** and **ADOPTED** this 11th day of September, 2023.

Attest:

_____ _____
**Missy Arocha** **Karyn Cunningham**
**Village Clerk** **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Palmetto Bay Stormwater Improvements-Sub-Basin #44**
Agreement Number: **LPA0608**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Village of Palmetto Bay** Entity Type: **Local Government**

Grantee Address: **9705 E. Hibiscus Street, Palmetto Bay, FL 33157** FEID: **05-0541068** (Grantee)

3. Agreement Begin Date: **Upon Execution**
Date of Expiration: **October 31, 2028**

4. Project Number: *(If different from Agreement Number)*
Project Location(s): **Lat/Long: (25.6040, -80.3490)**

Project Description: **The Grantee will modify existing catch basins and construct additional manholes, culverts, and an exfiltration trench to interconnect the catch basins within Sub-Basin #44.**

5. Total Amount of Funding: **$ 1,346,100.00**

| Funding Source? | Award #s or Line Item Appropriations: | Amount per Source(s): |
|---|---|---|
| ☒ State ☐Federal | **LP, GAA, LI 1705A, FY 23-24, GR** | $ **1,346,100.00** |
| ☐ State ☐Federal | | $ |
| ☐ Grantee Match | | $ |
| | Total Amount of Funding + Grantee Match, if any: | $ **1,346,100.00** |

6. Department's Grant Manager

Name: **Katie Downey** or successor
Address: **Florida Dept. of Environmental Protection**
**3900 Commonwealth Blvd.**
**Tallahassee, FL 32399-3000**
Phone: **850-245-2842**
Email: **Katie.Downey@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Olga Cadaval** or successor
Address: **Village of Palmetto Bay**
**9705 E. Hibiscus Street**
**Palmetto Bay, FL 33157**
Phone: **305-259-1235**
Email: **ocadaval@palmettobay-fl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

| |
|---|
| ☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements |
| ☒ Attachment 2: Special Terms and Conditions |
| ☒ Attachment 3: Grant Work Plan |
| ☒ Attachment 4: Public Records Requirements |
| ☒ Attachment 5: Special Audit Requirements |
| ☐ Attachment 6: Program-Specific Requirements |
| ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S. |
| ☐ Attachment 8: Federal Regulations and Terms (Federal) |
| ☐ Additional Attachments (if necessary): |
| ☒ Exhibit A: Progress Report Form |
| ☐ Exhibit B: Property Reporting Form |
| ☒ Exhibit C: Payment Request Summary Form |
| ☐ Exhibit D: Quality Assurance Requirements |
| ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo |
| ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 |
| ☐ Additional Exhibits (if necessary): |

| 8. | The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1): |
|---|---|
| Federal Award Identification Number(s) (FAIN): | |
| Federal Award Date to Department: | |
| Total Federal Funds Obligated by this Agreement: | |
| Federal Awarding Agency: | |
| Award R&D? | ☐ Yes ☐N/A |

**IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.**

**Village of Palmetto Bay** **GRANTEE**

By Nicholas Marano Digitally signed by Nicholas Marano Date: 2023.08.02 08:46:51 -04'00' **August 2, 2023**

(*Authorized Signature*) Date Signed

**Nicholas Marano, Village Manager**

Print Name and Title of Person Signing

**State of Florida Department of Environmental Protection** **DEPARTMENT**

By _____

Secretary or Designee Date Signed

**Angela Knecht, Director, Division of Water Restoration Assistance**

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

## DWRA Additional Signatures

_____

Kathleen Downey, DEP Grant Manager

_____

Katie Verdesca, DEP QC Reviewer

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**STANDARD TERMS AND CONDITIONS**
**APPLICABLE TO GRANT AGREEMENTS**

**ATTACHMENT 1**

**1. Entire Agreement.**

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

**2. Grant Administration.**

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

**3. Agreement Duration.**

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

**4. Deliverables.**

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

**5. Performance Measures.**

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

**6. Acceptance of Deliverables.**

i. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

ii. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

**7. Financial Consequences for Nonperformance.**

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

    ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

**8. Payment.**

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

**9. Documentation Required for Cost Reimbursement Grant Agreements and Match.**

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

**10. Status Reports.**

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

**11. Retainage.**

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

**12. Insurance.**

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

**13. Termination.**

i. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

ii. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

iii. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

iv. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

v. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

**14. Notice of Default.**

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

**15. Events of Default.**

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

**16. Suspension of Work.**

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

**17. Force Majeure.**

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

**18. Indemnification.**

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

**19. Limitation of Liability.**

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

**20. Remedies.**

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

**21. Waiver.**

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

**22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**23. Compliance with Federal, State and Local Laws.**

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

**24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.**

**This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.**

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

**25. Investing in America**

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

i. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

**26. Scrutinized Companies.**

i. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

ii. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

iii. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

**27. Lobbying and Integrity.**

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

**28. Record Keeping.**

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

**29. Audits.**

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

**30. Conflict of Interest.**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

**31. Independent Contractor.**

The Grantee is an independent contractor and is not an employee or agent of Department.

**32. Subcontracting.**

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

**33. Guarantee of Parent Company.**

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

**34. Survival.**

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

**35. Third Parties.**

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

**36. Severability.**

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

**37. Grantee's Employees, Subcontractors and Agents.**

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

**38. Assignment.**

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

**39. Compensation Report.**

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

**40. Execution in Counterparts and Authority to Sign.**

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Terms and Conditions**
**AGREEMENT NO. LPA0608**

**ATTACHMENT 2**

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

**1. Scope of Work.**
The Project funded under this Agreement is Palmetto Bay Stormwater Improvements-Sub-Basin #44. The Project is defined in more detail in Attachment 3, Grant Work Plan.

**2. Duration.**
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

**3. Payment Provisions.**
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

**4. Cost Eligible for Reimbursement or Matching Requirements.**
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

| Reimbursement | Match | Category |
|---|---|---|
| ☐ | ☐ | Salaries/Wages |
| | | Overhead/Indirect/General and Administrative Costs: |
| ☐ | ☐ | a. Fringe Benefits, N/A. |
| ☐ | ☐ | b. Indirect Costs, N/A. |
| ☒ | ☐ | Contractual (Subcontractors) |
| ☐ | ☐ | Travel, in accordance with Section 112, F.S. |
| ☐ | ☐ | Equipment |
| ☐ | ☐ | Rental/Lease of Equipment |
| ☐ | ☐ | Miscellaneous/Other Expenses |
| ☐ | ☐ | Land Acquisition |

**5. Equipment Purchase.**
No Equipment purchases shall be funded under this Agreement.

**6. Land Acquisition.**
There will be no Land Acquisitions funded under this Agreement.

**7. Match Requirements**
There is no match required on the part of the Grantee under this Agreement.

**8. Insurance Requirements**

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

| | |
|---|---|
| $200,000/300,000 | Automobile Liability for Company-Owned Vehicles, if applicable |
| $200,000/300,000 | Hired and Non-owned Automobile Liability Coverage |

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

**9. Quality Assurance Requirements.**
There are no special Quality Assurance requirements under this Agreement.

**10. Retainage.**
No retainage is required under this Agreement.

**11. Subcontracting.**
The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

**12. State-owned Land.**
The work will not be performed on State-owned land.

**13. Office of Policy and Budget Reporting.**
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

**14. Common Carrier.**

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

**15. Additional Terms.**
None.

**ATTACHMENT 3**
**GRANT WORK PLAN**

**PROJECT TITLE:** Palmetto Bay Stormwater Improvements-Sub-Basin #44

**PROJECT LOCATION:** The Project will be located in the Village of Palmetto Bay within Miami-Dade County; Lat/Long (25.6040, -80.3490). See Figure 1 for a location map.

**PROJECT BACKGROUND:** The Village of Palmetto Bay (Grantee) has experienced flooding along SW 164th Street and SW 74th Avenue, resulting in roadway damage, standing water and potholes, making it difficult for drivers to traverse the impacted routes. This Project will enhance multiple areas of the Grantee's stormwater drainage system, alleviate flooding, and reduce pollutant load contributions into the Biscayne Bay Aquifer.

**PROJECT DESCRIPTION:** The Grantee will modify existing catch basins to install sediment traps and pollutant retardant baffles to protect the exfiltration trench. The Project will also construct additional catch basins, manholes, culverts, and an exfiltration trench to interconnect the catch basins within Sub-basin 44.

**TASKS:** All documentation should be submitted electronically unless otherwise indicated.

**Task #1: Construction**

**Deliverables:** The Grantee will construct drainage improvements and associated stormwater infrastructure including catch basins, manholes, culverts, and an exfiltration trench in accordance with the construction contract documents.

**Documentation:** The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

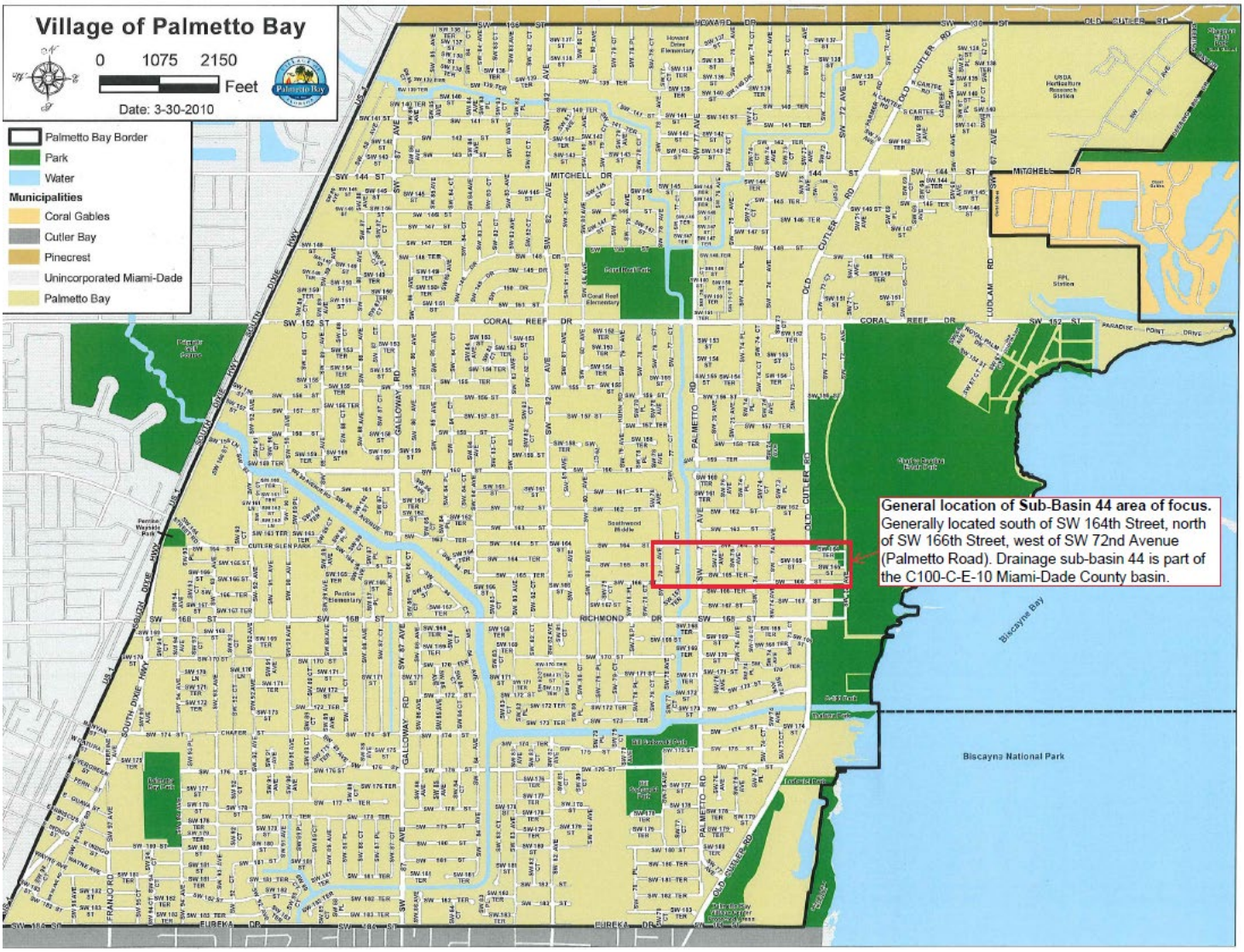
**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

| Task No. | Task Title | Budget Category | Grant Amount | Task Start Date | Task End Date |
|---|---|---|---|---|---|
| 1 | Construction | Contractual Services | $1,346,100 | 07/01/2023 | 04/30/2028 |
| | | Total: | $1,346,100 | | |

**Figure 1: Location Map**




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**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Public Records Requirements**

**Attachment 4**

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

**Telephone:** **(850) 245-2118**
**Email:** public.services@floridadep.gov
**Mailing Address:** **Department of Environmental Protection**
**ATTN: Office of Ombudsman and Public Services**
**Public Records Request**
**3900 Commonwealth Boulevard, MS 49**
**Tallahassee, Florida 32399**

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**
**Special Audit Requirements**
**(State and Federal Financial Assistance)**

## Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

**PART II: STATE FUNDED**

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

**PART III: OTHER AUDIT REQUIREMENTS**

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

**PART IV: REPORT SUBMISSION**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
**Audit Director**
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

**PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

| **Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA Number | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | $ | |
| | | | | | |
| | | | | | |

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

| | | |
|---|---|---|
| **Federal Program A** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |
| **Federal Program B** | First Compliance requirement: i.e.: (what services of purposes resources must be used for) | |
| | Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources) | |
| | Etc. | |
| | Etc. | |

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:** | | | | | |
|---|---|---|---|---|---|
| **Federal Program A** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |
| **Federal Program B** | Federal Agency | CFDA | CFDA Title | Funding Amount | State Appropriation Category |
| | | | | | |

*Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.*

| **State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:** | | | | | | |
|---|---|---|---|---|---|---|
| **State Program A** | State Awarding Agency | State Fiscal Year[1] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| Original Agreement | Department of Environmental Protection | 2023-2024 | 37.039 | Statewide Water Quality Restoration Projects - LI 1705A | $1,346,100 | 140047 |
| **State Program B** | State Awarding Agency | State Fiscal Year[2] | CSFA Number | CSFA Title or Funding Source Description | Funding Amount | State Appropriation Category |
| | | | | | | |

| | | |
|---|---|---|
| Total Award | $1,346,100 | |

*Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.*

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A**
**Progress Report Form**

| | |
|---|---|
| **DEP Agreement No.:** | LPA0608 |
| **Project Title:** | Palmetto Bay Stormwater Improvements-Sub-Basin #44 |
| **Grantee Name:** | Village of Palmetto Bay |
| **Grantee's Grant Manager:** | Olga Cadaval |
| | |
| **Reporting Period:** | Select Quarter - Select Year |

**Provide the following information for all tasks identified in the Grant Work Plan:**
Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

**Task 1: Construction**

- **Progress for this reporting period**:
- **Identify delays or problems encountered**:

**Completion Status for Tasks**
Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

**Design (Plans/Submittal)**: 30% ☐, 60% ☐, 90% ☐, 100% ☐

**Permitting (Completed)**: Yes ☐, No ☐

**Construction (Estimated)**: _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(***Original Ink or Digital Timestamp***)

Date

**STATE OF FLORIDA**
**DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C**
**Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

**AGENDA ITEM NO. 14.E**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

**DATE:** September 11, 2023

**SUBMITTED BY:** Olga Cadaval, Grants

**ITEM TYPE:** Resolution

**AGENDA SECTION:** RESOLUTIONS WITH PUBLIC COMMENT

**SUBJECT:** A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FL, RELATING TO GRANTS; ACCEPTING A GRANT AWARD IN THE AMOUNT OF ONE HUNDRED FIFTY-SIX THOUSAND AND SIX HUNDRED DOLLARS ($156,600) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE SUB-BASIN 43 STORMWATER PROJECT, PROJECT NO. 4486-112-R; APPROVING AGREEMENT NUMBER H1009 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Olga Cadaval, Human Resources, Communications & Grants Director)*

**SUGGESTED ACTION:**

**ATTACHMENTS:**

Memo-Accepting Grant_Sub-Basin 43
Reso-Accepting Grant_Sub-Basin 43
Exhibit A-Accepting Grant_Sub-Basin 43

To: Honorable Mayor and Village Council

Date: September 11, 2023

From: Nick Marano, Village Manager

Re: Accepting HGMP Grant for Sub-Basin 43 Improvements

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FL, RELATING TO GRANTS; ACCEPTING A GRANT AWARD IN THE AMOUNT OF ONE HUNDRED FIFTY-SIX THOUSAND AND SIX HUNDRED DOLLARS ($156,600) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE SUB-BASIN 43 STORMWATER PROJECT, PROJECT NO. 4486-112-R; APPROVING AGREEMENT NUMBER H1009 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Olga Cadaval, Human Resources, Communications & Grants Director)*

**BACKGROUND AND ANALYSIS:**

Palmetto Bay has been very proactive in seeking and applying to grants for various priority projects. Stormwater projects are always the focus of our grant search. The Village recently applied to and was awarded a grant through FEMA's Hazard Mitigation Grant Program, also known as HMGP. This program provides funding for projects that mitigate flooding, particularly for areas that are prone to flooding conditions. Grant funding will defray costs related to the design, engineering, surveying, and permitting work related to the Sub-basin 43 Stormwater Project.

Palmetto Bay was approved for $156,600 in federal funds, with a matching commitment from the Village of $7,830. The Florida Division of Emergency Management is the pass-thru agency for all such projects in the State of Florida. This resolution seeks to approve the grant award and authorize the Village Manager to enter into an agreement with the Florida Division of Emergency Management in acceptance of the grant award.

This grant will expire on July 31, 2024.

## FISCAL IMPACT:

Total Project Cost: $164,430
HGMP Grant : $156,600
Village Share: $7,830 (Capital Projects – Department of Public Services)

## Attachment(s):

A. Agreement Number H1009 (Project No. 4486-112-R)

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FL, RELATING TO GRANTS; ACCEPTING A GRANT AWARD IN THE AMOUNT OF ONE HUNDRED FIFTY-SIX THOUSAND AND SIX HUNDRED DOLLARS ($156,600) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE SUB-BASIN 43 STORMWATER PROJECT, PROJECT NO. 4486-112-R; APPROVING AGREEMENT NUMBER H1009 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Olga Cadaval, Human Resources, Communications & Grants Director)*

**WHEREAS**, the Village applied to and was awarded a grant through FEMA's Hazard Mitigation Grant Program, also known as HMGP to cover design, engineering and permitting expenses related to the Sub-basin 43 Stormwater Project; and

**WHEREAS**, the Village was awarded the amount of $156,600 and has pledged matching funds equal to $7,830, which is available in the current budget; and,

**WHEREAS**, the Village desires to accept the grant to defray project costs.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The Village Council hereby accepts the HMPG grant for $156,600 managed by the Florida Division of Emergency Management for the Sub-basin 43 Stormwater Project.

**Section 2.** Project Agreement No. H1009, included herein as Attachment A, is hereby approved.

**Section 3.** The Village Manager is authorized to execute the grant agreement and all other future applicable documents on behalf of the Village.

**Section 4.** This resolution shall take effect immediately upon approval.

**PASSED** and **ADOPTED** this 11th day of September, 2023.

Attest:

| | |
|---|---|
| _____ | _____ |
| **Missy Arocha** | **Karyn Cunningham** |
| **Village Clerk** | **Mayor** |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

**SUB-RECIPIENT AGREEMENT CHECKLIST**

**DIVISION OF EMERGENCY MANAGEMENT**
**MITIGATION BUREAU**
**FISCAL OPERATIONS UNIT**

| REQUEST FOR REVIEW AND APPROVAL | |
|---|---|
| **SUB-RECIPIENT:** | Village of Palmetto Bay |
| **PROJECT #:** | 4486-112-R |
| **PROJECT TITLE:** | Village of Palmetto Bay, Sub-Basin 43, Drainage |
| **CONTRACT #:** | H1009 |
| **MODIFICATION #:** | NA |

| SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT) |
|---|
| Dionisio Torres<br>Director of Public Services<br>9495 SW 180 Street<br>Palmetto Bay, FL 33157-5621 |

Enclosed is your copy of the proposed contract/modification between **Village of Palmetto Bay** and the Florida Division of Emergency Management (FDEM).

| | COMPLETE |
|---|---|
| ☐ | This form is required to be included with all Reviews, Approvals, and Submittals |
| ☐ | Reviewed and Approved |
| ☐ | Signed & Dated Electronic Copy by Official Representative |
| ☐ | **Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief |
| ☐ | Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated<br><br>☐ N/A for Modifications or State Funded Agreements |
| ☐ | Attachment K – Certification Regarding Lobbying - completed, signed, and dated<br><br>☐ N/A for Modifications or State Funded Agreements |
| ☐ | Attachment L – Contracts with Non-Profit Organizations - completed, signed, and dated<br><br>☒ N/A for sub-recipients other than Non-Profits |
| ☐ | Electronic Submittal to the Grant Specialist Evan Jenkins on |

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 359-9295 or email me at Lauren.Boyles@em.myflorida.com.

**Agreement Number:** **H1009**

**Project Number:** **4486-112-R**

## FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

| | |
|---|---|
| Sub-Recipient's name: | Village of Palmetto Bay |
| Sub-Recipient's unique entity identifier (UEI/FEIN): | NMCMZ1MN2629 / 050541068 |
| Federal Award Identification Number (FAIN): | FEMA-DR-4486-FL |
| Federal Award Date: | April 26, 2023 |
| Subaward Period of Performance Start and End Date: | Upon execution through July 31, 2024 |
| Amount of Federal Funds Obligated by this Agreement: | $156,600.00 |
| Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement: | $164,430.00 |
| Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity | $164,430.00 |
| Federal award project description (see FFATA): | Drainage |
| Name of Federal awarding agency: | Federal Emergency Management Agency |
| Name of pass-through entity: | FL Division of Emergency Management |
| Contact information for the pass-through entity: | Lauren.Boyles@em.myflorida.com |
| Catalog of Federal Domestic Assistance (CFDA) Number and Name: | 97.039 Hazard Mitigation Grant Program |
| Whether the award is R&D: | N/A |
| Indirect cost rate for the Federal award: | N/A |

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Village of Palmetto Bay, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Lauren Boyles
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: (850) 359-9295
Email: Lauren.Boyles@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Dionisio Torres
   Director of Public Services
   9495 SW 180 Street
   Palmetto Bay, FL 33157-5621
   Telephone: (305) 969-5011
   Email: dtorres@palmettobay-fl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on July 31, 2024, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$156,600.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.**

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits “any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.”

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

**EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.**

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

> During the performance of this contract, the contractor agrees as follows:
>
> i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
>
> Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
>
> ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
>
> iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

**SUB-RECIPIENT:** VILLAGE OF PALMETTO BAY

By: _____

Name and Title: _____

Date: _____

FEID#: _____

**STATE OF FLORIDA**
**DIVISION OF EMERGENCY MANAGEMENT**

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

**EXHIBIT – 1**

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$156,600.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Localized Minor Drainage Improvement
   - Intermediate Stormwater Drainage System
   - Major Flood Control Drainage System

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

**Attachment A**

**Budget and Scope of Work**

**STATEMENT OF PURPOSE:**

The purpose of this Scope of Work is to improve drainage of Sub-Basin 43 in Palmetto Bay, Miami-Dade County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-112-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Village of Palmetto Bay, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

**PROJECT OVERVIEW:**

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements to Sub-Basin 43, located in Palmetto Bay, Florida, 33157. Coordinates (25.6170415, -80.3160088).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing storm water conveyance and retention systems of Sub-Basin 43 by adjusting the existing catch basin elevations and locations to minimize accumulation of sediment and debris and by the installation of additional infrastructure. Existing catch basins shall be modified or reconstructed as required to provide sediment traps (sumps) and pollution retardant baffles to protect the exfiltration trench. The Village shall also construct approximately sixteen (16) additional catch basins, approximately fifteen (15) manholes, additional culverts, approximately 150 linear feet (LF) of 18-inch storm sewer pipe, 430 LF of 15-inch storm water pipe and 3,650 LF of exfiltration trench in order to interconnect the catch basins. The proposed project is intended to improve the conveyance and increase the retention capacity of the storm water system, thereby, preventing damages from rainfall and surge and restoring the natural drainage flow conditions that existed prior to the construction of the ditches and canals by the City (Village).

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

**TASKS & DELIVERABLES:**

**A) Tasks:**

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans / bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

   g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

   h) A letter from the professional of record stating if the project will have any upstream and/or downstream impacts.

i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

**B) Deliverables:**

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of Sub-Basin 43 in Palmetto Bay, Florida 33157.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

**PROJECT CONDITIONS AND REQUIREMENTS:**

**C) Engineering:**

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

**D) Environmental:**

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
    a) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
4) Historical Preservation compliance documents shall be obtained. Review documentation required:
    a) Color maps including topographical and aerial with the project location clearly marked.
    b) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.
    c) Color photographs of any area with ground disturbance (electronic).

d) Indicate if project site is located within a designated historic district or historic neighborhood.

5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:

   a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

   b) Previous and current use of proposed project area.

   c) Any known site work or historic uses for the proposed location.

   d) Any available studies that may have taken place on the property.

6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

7) No construction work may begin until Phase II is approved by the Division and FEMA.

**E) Programmatic:**

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

10) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written

approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-112-R.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on April 26, 2023; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **July 31, 2024**.

**F) FINANCIAL CONSEQUENCES:**

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

**Schedule of Work**

**Phase I –**

| | | |
|---|---|---|
| State Contracting: | 3 | Months |
| Bidding / Local Procurement: | 2 | Months |
| Design Specifications: | 6 | Months |
| Permitting / Survey: | 2 | Months |
| Deliverables Submitted to FDEM: | 2 | Months |
| **Total Period of Performance:** | **15** | **Months** |

**BUDGET**

**Line Item Budget***

| **Phase I** | **Project Cost** | **Federal Cost** | **Non-Federal Cost** |
|---|---|---|---|
| Materials: | $0.00 | $0.00 | $0.00 |
| Labor: | $0.00 | $0.00 | $0.00 |
| Fees: | $174,000.00 | $156,600.00 | $17,400.00 |
| **Initial Agreement Amount:** | **$174,000.00** | **$156,600.00** | **$17,400.00** |
| ***Contingency Funds: | $8,700.00 | $7,830.00 | $870.00 |
| **Project Total:** | **$182,700.00** | **$164,430.00** | **$18,270.00** |

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***** ***This project has an estimated $8,700.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

*Project Management costs are included for this project in the amount of $0.00*

**Funding Summary Totals**

| | | |
|---|---|---|
| Federal Share: | $164,430.00 | (90.00%) |
| Non-Federal Share: | $18,270.00 | (10.00%) |
| **Total Project Cost:** | **$182,700.00** | **(100.00%)** |

**Attachment B**

**Program Statutes and Regulations**

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

**Attachment C**

**Statement of Assurances**

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

**Attachment D**

**REQUEST FOR ADVANCE OR REIMBURSEMENT**
**OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: Village of Palmetto Bay

REMIT ADDRESS: Village of Palmetto Bay, Finance Department, 9705 E. Hibiscus Street

CITY: Palmetto Bay STATE: FL ZIP CODE: 33157-5606

PROJECT TYPE: Drainage PROJECT #: 4486-112-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1009

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

| Eligible Amount 100% (Current Request) | Obligated Federal Amount 90% | Obligated Local Non-Federal 10% | **Division Use Only** | |
|---|---|---|---|---|
| | | | Approved | Comments |
| | | | | |
| | | | | |

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

**TO BE COMPLETED BY THE DIVISION**

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

**Attachment D (cont.)**
**SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM**

SUB-RECIPIENT: Village of Palmetto Bay PAYMENT #:

PROJECT TYPE: Drainage PROJECT #: 4486-112-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1009

| | REF NO[2] | DATE[3] | DOCUMENTATION [4] | *(Check) AMOUNT* | ELIGIBLE COSTS (100%) |
|---|---|---|---|---|---|
| 1 | | | | | |
| | | | | | |
| 2 | | | | | |
| | | | | | |
| 3 | | | | | |
| | | | | | |
| 4 | | | | | |
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| 5 | | | | | |
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| 6 | | | | | |
| | | | | | |
| 7 | | | | | |
| | | | | | |
| 8 | | | | | |
| | | | | | |
| ***This payment represents % completion of the project.*** | | | | ***TOTAL*** | |

*[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
*[3] Date of delivery of articles, completion of work or performance services. (per document)*
*[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

**Attachment E**
**JUSTIFICATION OF ADVANCE PAYMENT**

**SUB-RECIPIENT: VILLAGE OF PALMETTO BAY**

**If you are requesting an advance, indicate same by checking the box below.**

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

**If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.**

**ESTIMATED EXPENSES**

| **BUDGET CATEGORY/LINE ITEMS (list applicable line items)** | **20___-20___ Anticipated Expenditures for First Three Months of Contract** |
|---|---|
| **For example ADMINISTRATIVE COSTS (Include Secondary Administration.)** | |
| **For example PROGRAM EXPENSES** | |
| **TOTAL EXPENSES** | |

**LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

**Attachment F**

## QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

**SUB-RECIPIENT:** Village of Palmetto Bay **PROJECT #:** **4486-112-R**

**PROJECT TYPE:** Drainage **CONTRACT #:** **H1009**

**PROGRAM:** Hazard Mitigation Grant Program **QUARTER ENDING:**

**Advance Payment Information**:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

**Target Dates (State Agreement)**:
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

**Percentage** of Milestones completed to Date: _____%

**Describe Activities - Milestones completed this quarter only**:

**Schedule** of the Milestones-Activities:

| **Milestone** | **Dates** (estimated) |
|---|---|
| *State Contracting* | |
| | |
| | |
| | |
| | |
| | |
| *Closeout Compliance* | |
| *Estimated Project Completion Date:* | |

**Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

**Cost Status**: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

*NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.*

Sub-Recipient Contract Representative (POC):
Signature: Phone:

***~ To be completed by Florida Division of Emergency Management Project Manager ~***

***Project Manager Statement:*** ☐ *No Action Required, OR*

☐ *Action Required:*

*PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%*
*Date Reviewed:* *Reviewer:* *Project Manager*

**Attachment G**

**Warranties and Representations**

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

**Attachment H**

**Certification Regarding**
**Debarment, Suspension, Ineligibility**
**And Voluntary Exclusion**

**Subcontractor Covered Transactions**

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

**SUBCONTRACTOR**

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

**Village of Palmetto Bay**
Sub-Recipient's Name

**H1009**
DEM Contract Number

**4486-112-R**
FEMA Project Number

**Attachment I**

**Federal Funding Accountability and Transparency Act**

**Instructions and Worksheet**

**PURPOSE**: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

**ORGANIZATION AND PROJECT INFORMATION**

**The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.**

PROJECT #: 4486-112-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 156,600.00

OBLIGATION/ACTION DATE: April 26, 2023

SUBAWARD DATE (if applicable):

UEID/SAM#: NMCMZ1MN2629

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements to Sub-Basin 43, located in Palmetto Bay, Florida, 33157. Coordinates (25.6170415, -80.3160088).

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing storm water conveyance and retention systems of Sub-Basin 43 by adjusting the existing catch basin elevations and locations to minimize accumulation of sediment and debris and by the installation of additional infrastructure. Existing catch basins shall be modified or reconstructed as required to provide sediment traps (sumps) and pollution retardant baffles to protect the exfiltration trench. The Village shall also construct approximately sixteen (16) additional catch basins, approximately fifteen (15) manholes, additional culverts, approximately 150 linear feet (LF) of 18-inch storm sewer pipe, 430 LF of 15-inch storm water pipe and 3,650 LF of exfiltration trench in order to interconnect the catch basins. The proposed project is intended to improve the conveyance and increase the retention capacity of the storm water system, thereby, preventing damages from rainfall and surge and restoring the natural drainage flow conditions that existed prior to the construction of the ditches and canals by the City (Village). The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

*Verify the approved project description above, if there is any discrepancy, please contact the project manager.*

**PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):** _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

**EXECUTIVE COMPENSATION INFORMATION:**

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

***If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.***

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

**If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]**

**If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.** For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

**TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR**

(Date of Fiscal Year Completion _____)

| **Rank** (Highest to Lowest) | **Name (Last, First, MI)** | **Title** | **Total Compensation for Most Recently Completed Fiscal Year** |
|---|---|---|---|
| **1** | | | |
| **2** | | | |
| **3** | | | |
| **4** | | | |
| **5** | | | |

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

**Attachment J**

**Mandatory Contract Provisions**

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

*(Appendix II to Part 200, Revised Eff. 11/12/2020).*

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

*Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.*

**Attachment K**

**Certification Regarding Lobbying**

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

**AGENDA ITEM NO. 14.F**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH PRO-MOTION SPORTS MARKETING, FOR THE CONSTRUCTION OF SAND VOLLEYBALL COURTS AT CORAL REEF PARK AT A COST NOT TO EXCEED $142,801; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)* |

**SUGGESTED ACTION:**

**ATTACHMENTS:**

Memo-ResolutionAcceptingProposalPro-MotionSportsMarketingCRPCourts.doc
RESO-Pro-MotionsSportsMarketing Volleyball Courts at CRP.doc
Proposals-VolleyballCourtsCRP.pdf
Recommendation Form Pro-Motion Sports.pdf

To: Honorable Mayor and Village Council

Date: September 11, 2023

From: Nick Marano, Village Manager

Re: Construction of Three Volleyball Courts at Coral Reef Park by Pro-Motion Sports Marketing

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH PRO-MOTION SPORTS MARKETING, FOR THE CONSTRUCTION OF SAND VOLLEYBALL COURTS AT CORAL REEF PARK AT A COST NOT TO EXCEED $142,801; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

**BACKGROUND AND ANALYSIS:**

Pursuant to the Village Council authorizing funding for a third sand volleyball court at Coral Reef Park via Resolution 2019-12-007, the Parks and Recreation Department initiated two Invitations to Bid for this project. The first, issued December of 2022, resulted in submission of one bid in excess of $248,000; and the second issued in May of this year, proffered no bids. Subsequently, in an effort to obtain a willing company and at a reasonable cost, informal requests were sent to three businesses; with the following results:

- Pro-Motion Sports Marketing…….$142,801.00
- McCourt……$280,500.00
- Gryphon……#328,089.60

Based on these submissions, it is the recommendation of the Parks and Recreation Department that the offer from Pro-Motion Sports Marketing be accepted and the Village Manager be authorized to execute a formal contract for services. The terms

and conditions of the governing agreement to be proffered by the Village Manager shall reflect the same a specified in the previous ITBs for this project.

**FISCAL IMPACT:**

Funding has been allocated in the FY22-23 Capital Projects Program.

Attachments (3):

- Event/Facility Use Request Questionnaire
- Site Plan
- Incorporation Status

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH PRO-MOTION SPORTS MARKETING, FOR THE CONSTRUCTION OF SAND VOLLEYBALL COURTS AT CORAL REEF PARK AT A COST NOT TO EXCEED $142,801; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

**WHEREAS**, the Village Council approved the addition of a third sand volleyball court at Coral Reef Park via Resolution #2019-48; and

**WHEREAS**, the Village has released two prior ITB's for the proposed project, with the latest ITB # 2023-12-007 released in May of this year resulting in no bids; and

**WHEREAS,** the Village is host to the "Dig Like Kim" Volleyball Tournament attracting more than 15 teams annually to Coral Reef Park; and

**WHEREAS,** the addition of a third sand Volleyball court was funded as part of the FY 22'-23' Capital Projects; and

**WHEREAS,** since no bids were received, the Parks and Recreation Department subsequently reached out to three companies and received proposals from each, which may be considered as no-bid offerings for consideration by the Village of Palmetto Bay.

.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The Village Council hereby accepts and approves the proposal for the addition of a third Volleyball Court as submitted by Pro-Motion Sports Marketing at a total cost of one-hundred forty-two thousand, eight-hundred and one dollars ($142,801)

**Section 2.** The Village Manager is hereby authorized to execute a contract with Pro-Motion Sports Marketing and issue a purchase order not to exceed $142,801.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED** and **ADOPTED** this _____ day of September 2023.

Attest:

_____ _____
Missy Arocha Karyn Cunningham
Village Clerk Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Pro-Motions Sports Marketing
2400 SW 16 Court
Fort Lauderdale FL 33312

Quote 6204
July 12, 2023

To:
City of Palmetto Bay
**Coral Reef Park**
7895 SW 152nd St
Palmetto Bay, FL 33157

For: 3 Sand Volleyball Courts

| DESCRIPTION | Units | RATE | AMOUNT |
|---|---|---|---|
| Volleyball Sand (140'x80' overall court area) | 858 tons | | |
| Gravel | 308 tons | | |
| Filter fabric 3- 15x300 rolls | | | |
| Adjustable Aluminum professional grade poles 3 sets (powder coated) | | | |
| 3 Nets, 3 sets court lines, 3 sets antenna, 3 sets pole pads | | | |
| Remove existing two volleyball courts and equipment | | | |
| Haul out of excavated materials / final grade | | | |
| All labor included | | | |
| Sod not included | | | |
| | | TOTAL | **$142,801** |

Make all checks payable to **Pro-Motions Sports Marketing**
Overdue accounts subject to a service charge of 1% per month.

**Thank you for your business!**

# McCourt Construction Inc.

## NEW NCAA VOLLEYBALL COURTS (3) @ CORAL REEF PARK-PALMETTO BAY

****Job is prices with normal access, i.e., dump trucks being able to dump in the footprint of the court. If we must dump in the street and must shuttle materials in, there will be additional charges****

**FINAL SIZE TO BE 80 X 150, PLEASE SEE ATTACHED OF NCAA COURTS @ PALM BEACH ATLANTIC COLLEGE IN WPB, FL**

**SITEWORK/DEMOLITION: $ 51,250.00**

A. Remove existing VB nets/poles/footers. Dispose of properly.
B. Excavate 30" (12" pea gravel and 18" of beach VB sand). Haul off-site.
C. Grade the sub-grade (level).

**NEW VOLLEYBALL COURTS: 80 X 150 $ 218,750.00**

A. Laser grade sub-base and compact to 98% density.
B. Furnish and install a 2" x 12" pressure treated border.
C. Provide and place twelve (12) inches of # 89 pea gravel, laser graded level.
D. Furnish and install one (1) layer of Marifi Paper (sand preservation fabric).
E. Provide and place eighteen (18) inches of white beach volleyball sand, laser graded level.
F. Provide and install 3 sets of Galvanized steel VB post and 3 new nets.

**TOTAL PRICE: $280,500.00**

**NOTES:**

1. **This is worst case scenario. Once the job is awarded, we will remove the sand and check out the marifi paper and gravel. If suitable we will issue a deductive change order. But I suspect it will need to be removed and replaced.**
2. **If cap rock is encountered there will be additional charges.**

NOTE: Although we use the finest materials available, e.g., FDOT approved rock base (lime rock and crushed concrete) and virgin asphalt to avoid contaminants, McCourt cannot be responsible for contaminants in the rock base and asphalt.

**OWNER TO PROVIDE:**

A. Stable access road to the work site from the nearest paved road.
B. Source of potable water to within 100' of courts.

**EXCLUSIONS:**

1. **LAYOUT/SURVEYING**
2. **PERMIT FEES**
3. **AS-BUILTS**
4. **SOILS TESTING**
5. **ASBESTOS REMOVAL**
6. **COST OF CONFLICT**
7. **WELL POINTING**
8. **VIBROCOMPACTION/PILES**
9. **DEMUCKING**
10. **EXCAVATION OF ROCK**
11. **COST OF SUPPORTING UTILITY POLES**
12. **SHEETING/SHORING**
13. **RELOCATION OF UTILITY POLES**
14. **CONSTRUCTION/SILT FENCE**
15. **TRASH REMOVAL**
16. **CONTAMINATED/UNSUITABLE MATERIAL REMOVAL/REPLACEMENT**
17. **TREE RELOCATION AND PROTECTION**
18. **LANDSCAPING**
19. **DRAINAGE AND UTILITIES**
20. **BUILDING DEMOLITION**
21. **ELECTRICAL DISCONNECT**
22. **TOPSOIL**

ALTHOUGH WE WILL BE VERY CAREFUL TO AVOID DAMAGE, WE CANNOT BE RESPONSIBLE FOR DAMAGE DUE TO **NECESSARY** ACCESS.

| ESTIMATE # | DATE | EXPIRES |
|---|---|---|
| 1153 | 08/01/2023 | |

Title: Coral Reef Park

**CUSTOMER**

Village of Palmetto Bay
Fanny Carmona

**PROJECT**

Coral Reef Park
PROJECT #: B23-019

**SUMMARY**

The following proposal is based on ITB:2023-12-007, Addendum # 1 issued 5/24/2023.

| | Total |
|---|---|
| Coral Reef Park | $328,089.60 |

| | |
|---|---|
| Subtotal | $328,089.60 |
| Tax: (0%) | $0.00 |
| **Total** | **$328,089.60** |

| ESTIMATE # | DATE | EXPIRES |
|---|---|---|
| 1153 | 08/01/2023 | |

| TERMS & CONDITIONS |
|---|
| Please review the following terms and estimate due-date prior to work beginning. |

| APPROVAL |
|---|
| This Estimate has been accepted on _____ by _____<br><br>Signature: _____ |

**Village of Palmetto Bay**
**Procurement Division - Procurement Action**
**AWARD RECOMMENDATION**

**To:** Mr. Nick Marano, Village Manager

**From:** Fanny Carmona, Parks & Recreation Director

**Date:** 2/22/2023

**ITB#:** ITB# 2023-12-003/ITB # 2023-12-007/ **Item/Service:** Volleyball Court Construction - Coral Reef Park

ITB # 2023-12-003 there was a total of one (1) bid received for a total of $248,000 and rejected by Villgae. ITB #2023-12-007 no bids received. Received three (3) informal proposals in August 2023. see attahced.

**I. Procurement Comments:**

After completeing two (2) ITB atttemps with no success, the Parks Departmnet received three (3) informal proposals. At this time we would like to recommend an award to Pro-Motions Sports Marketing, Inc. in the amount of $142, 801 for the construction of three (3) sand volleyball courts at Coral Reef Park.

**II. Recommendation:**

a. Which bid is being recommended? Pro-Motion Sports Marketing Inc.

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes __X__ No ____

If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes __X__ No ____

(attach an additional sheet if further comment or explanation is required)

**III. Procurement Action/Recommendation(s):**

At this time we would like to move forward on the recommendation regarding selection and award for inclusion as an agenda item on the next Regular Council meeting held on September 11, 2023.

**IV. Recommendation Approval:**

Acceptance to Move Forward with Intent to Award

Signature

Mr. Nick Marano, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

**AGENDA ITEM NO. 14.G**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Heidi Siegel, Community and Economic Development |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ONGOING PROFESSIONAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO WORK ORDER NO. 5 WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR BUILDING AND CODE PLAN REVIEW AND INSPECTION SERVICES UNDER THE EXISTING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES ON CONTINUING CONTRACT BASIS; AUTHORIZING THE VILLAGE MANAGER TO CREATE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED FOUR-HUNDRED THOUSAND DOLLARS ($400,000); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Heidi Siegel, Community and Economic Development Director)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo-CGA Task Order 2023-2027
Reso-CGA Work Order-Building Services 2023-2027
Exhibit A-Task Order 5_CGA Signature

To: Honorable Mayor and Village Council

Date: September 11, 2023

From: Nick Marano, Village Manager

Re: Work Order No. 5 with Calvin, Giordano & Associates, Inc. for Building and Code Plan Review and Inspection Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ONGOING PROFESSIONAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO WORK ORDER NO. 5 WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR BUILDING AND CODE PLAN REVIEW AND INSPECTION SERVICES UNDER THE EXISTING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES ON CONTINUING CONTRACT BASIS; AUTHORIZING THE VILLAGE MANAGER TO CREATE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED FOUR-HUNDRED THOUSAND DOLLARS ($400,000) AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Community and Economic Development / Heidi Siegel, AICP)*

BACKGROUND:

The Village engaged with Calvin, Giordano & Associates (CGA) in March 2023 to provide building permit plan review and inspections services through the end of the fiscal year (September 30, 2023). Since the incorporation of the Village, these services have been delivered through outsourced providers.

Consistent with the Consultants' Competitive Negotiation Act (CCNA) the Village entered into a contract for Professional Consulting Services on Continuing Contract Basis with CGA on December 3, 2021. The contract terms are for three years with the option to renew yearly at the Village's discretion but cannot exceed five (5) consecutive years. The general services contract includes services for permitting and inspections and similar services. The contract includes a professional fee schedule.

CGA has been effective over the last several months in providing professional plan review and inspection services. The goals of the building division for the coming fiscal year includes the transition of the Building Official position back to a Village full-time employee

and the onboarding of a modern online permitting and inspection platform. Work Order No. 5 allows the Village to engage with CGA through September 30, 2026. This commitment will allow the Building Division to continue to make improvements with consistent services.

FISCAL IMPACT:

The proposed fiscal year budget (2023-2024) includes four-hundred thousand dollars ($400,000) for contract building permit and inspection services (Special Revenue Fund - Division of Building & Permitting). This amount is less than what was budgeted the previous year.

These services are billed hourly and the total amount necessary to complete the task may fluctuate based on building permit activity. Should the services provided under the requested Work Order No. 5 exceed four hundred thousand dollars ($400,000), Village staff will return to the Village Council for further authorization.

RECOMMENDATION:

Village staff recommends that Village Council authorize the Village Manager to enter into Work Order No. 5 with Calvin, Giordano & Associates, Inc. for Building and Code Plan Review and Inspection Services under the existing contract for Professional Consulting Services on Continuing Contract Basis and authorizing the Village Manager to create a purchase order in the amount not to exceed four-hundred thousand dollars ($400,000).

ATTACHMENTS:

Work Order No. 5 with Calvin, Giordano & Associates, Inc. for Building and Code Plan Review and Inspection Services

Calvin, Giordano & Associates, Inc. Professional Consulting Services on Continuing Contract Basis dated December 3, 2021

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ONGOING PROFESSIONAL SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO WORK ORDER NO. 5 WITH CALVIN, GIORDANO & ASSOCIATES, INC. FOR BUILDING AND CODE PLAN REVIEW AND INSPECTION SERVICES UNDER THE EXISTING CONTRACT FOR PROFESSIONAL CONSULTING SERVICES ON CONTINUING CONTRACT BASIS; AUTHORIZING THE VILLAGE MANAGER TO CREATE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED FOUR-HUNDRED THOUSAND DOLLARS ($400,000) AND PROVIDING FOR AN EFFECTIVE DATE.** *(Sponsored by Community and Economic Development / Heidi Siegel, AICP)*

**WHEREAS**, the Village uses outsource services for building permit and inspection services; and

**WHEREAS**, the Village desires to continue to engage with Calvin, Giordano & Associates, Inc. for building permit and inspection services; and

**WHEREAS,** the on December 3, 2021 the Village entered into a contract for Professional Consulting Services on Continuing Contract Basis with Calvin, Giordano & Associates, Inc.; and

**WHEREAS,** Village Council has proposed four-hundred thousand dollars ($400,000) for contractual building permit and inspection services in the 2023-2024 fiscal budget; and

**WHEREAS,** Calvin, Giordano & Associates, Inc. has provided a scope of work for building and code plan review and inspection services.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The Village Manager is authorized to enter into Work Order No. 5 with Calvin, Giordano & Associates, Inc. for Building and Code Plan Review and Inspection Services under the existing contract for Professional Consulting Services on Continuing Contract Basis and authorizing the Village Manager to create a purchase order in the amount not to exceed four-hundred thousand dollars ($400,000).

**Section 2.** This Resolution shall take effect October 1, 2023 and pending the appropriation of $400,000 in the 2023-2024 fiscal budget.

**PASSED** and **ADOPTED** this 11th day of September 2023.

Attest:

_____ _____

**Missy Arocha** **Karyn Cunningham**
**Village Clerk** **Mayor**

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

**John C. Dellagloria**
**Village Attorney**

**FINAL VOTE AT ADOPTION:**

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

Calvin, Giordano & Associates, Inc.
A SAFEbuilt COMPANY

Building Code Services
Civil Engineering / Roadway & Highway Design
Coastal Engineering
Code Enforcement
Construction Engineering & Inspection (CEI)
Construction Services
Data Technologies & Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Grant Management & Writing
Geographic Information Systems (GIS)
Governmental Services
Indoor Air Quality (IAQ)
Landscape Architecture
Planning
Project Management
Redevelopment & Urban Design
Surveying & Mapping
Transportation & Mobility
Transportation Planning
Water / Utilities Engineering
Website Development

Bayshore Executive Plaza
10800 Biscayne Boulevard
Suite 950
Miami, FL 33161
Tel: 786.485.5200
Fax: 786.1520

www.cgasolutions.com

August 29, 2023

Nick Marano
Village Manager
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

**RE: Project Agreement – Public Service Permitting & Inspections**
Task Work Order #5

Dear Mr. Marano,

We are pleased to submit this proposal for Public Service Permitting & Inspection Services for the Village of Palmetto Bay.

I. General Urban Planning Services – As per the current agreement and as stated in Article 2, Scope of Service; 2.1 m. Public Service Permitting and Inspections:

1. Scope of Service
   a. Building Department Services

      i. <u>Plan Review & Inspection Services</u>
      - Provide plan review services electronically or in the traditional paper format
      - Review plans for compliance with adopted building codes, local amendments or ordinances
      - Be available for pre-submittal meetings by appointment via teleconference
      - Coordinate plan review tracking, reporting, and interaction with applicable departments via the Municipality's software capabilities and administrative staff
      - Provide feedback to keep plan review process on schedule-Not sure this statement is needed
      - Communicate plan review findings and recommendations in writing via Municipality's software
      - Return a set of finalized plans and all supporting documentation

- Provide review of plan revisions/shop drawings and remain available to applicant after the review is complete. Schedule will be posted on Municipal website with designated hours for walk ins, mutually agreed to by Consultant and Municipality.
- Perform code compliance inspections to determine that construction complies with the code and the approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel via the Municipality's software or provided inspection forms
- Administrative/Clerical Support as needed will be provided to Municipality by designated Project Manager.

ii. Building Official Services

- This task is added on an as-needed basis with the understanding the Village intends to transition to a Village employee as Building Official.
- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Provide training for our inspectors on Village adopted codes and local amendments as needed
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as mutually agreed uponResponsible for reporting for Village – frequency and content to be mutually agreed upon
- Responsible for client and applicant satisfaction
- Issue stop-work notices for non-conforming activities related to provided services – as needed
- Determine permit fees based on Municipal fee schedule as established by ordinance

iii. Permit Technician Services for Remote Plan Reviews (as needed)

- Provide qualified individuals to perform functions of this position
- Facilitate the permitting process from initial permit intake to final issuance of permit
- Review permit application documents and request missing information to ensure packets are complete
- Answer questions concerning building plans review process and requirements over the phone or by email
- Provide input, tracking and reporting to help increase efficiencies via the remote review process

iv. Emergency Services (as needed)

In cases of natural disaster, Consultant will provide emergency disaster response including:

- Rapid Assessment of the structural integrity of damaged buildings using appropriate forms
- Determine whether structures are safe for use or if the entry should be restricted or prohibited
- Post the structure with the appropriate placard
- Coordinate any disaster or emergency response with the appropriate local, state or federal agency(s)
- Track all hours and expenses for reimbursement from federal agencies when appropriate
- Survey construction sites for control of debris hazards
- Coordinate emergency permitting procedures

b. Code Enforcement Services (as needed)
- Customize our approach at the direction of Municipal Council/Board and staff
- Customize services in compliance with applicable Municipal code and ordinance requirements
- Proactively work with Municipality and its citizens to maintain a safe and desirable community
- Respond to and investigate code violations as requested in writing by Municipality
- Post violation notices and provide initial citizen notifications and follow-up inspections
- Address specific code enforcement issues at the direction of Municipality
- Assist in the preparation of cases for court appearances and attend meetings as requested

- Participate in educational activities and customer service surveys related to code enforcement
- Provide professional recommendations for code revisions – as needed
- Make presentations to Municipal boards as requested
- Provide agreed upon reports to demonstrate our performance against set measurements

2. Municipal Obligations
   - Municipality will provide the Consultant with a list of requested inspections and supporting documents
   - Municipality will provide a monthly activity report that will be used for monthly invoicing
   - Municipality will provide a workspace, that may include a desk, chairs, drawers, local phone service, internet, and use of a copier
   - Consultant will perform Services during normal business hours excluding Municipal holidays
   - Services will be performed a minimum of five (5) days a week. Additional services available upon request.

**REIMBURSABLE EXPENSES**

Consultant will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, and travel expenses, long-distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

**MEETING ATTENDANCE**

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed above, are included in the Schedule of Fees shown below.
Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

**SCHEDULE OF FEES**

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for an hourly fee as shown in the proposed Schedule of Fees:

Services to be billed hourly with a not to exceed $400,000 for Fiscal Year 23/24. If budget is exceeded an amendment will be provided to Village.

| Job Classification | Rates* |
|---|---|
| Building Official | **$120.00** |
| Structural Review (Engineering Project Manager) | $156.00 |
| Plan Reviewer – Building, Mechanical, Electrical, Plumbing | $94.00 |
| Inspector | $94.00 |
| Project Manager | $151.00 |
| Code Enforcement Field Supervisor | $114.00 |
| Code Enforcement Field Inspector | $94.00 |
| Remote Permit Processor | $78.00 |
| Emergency Response | – Standard Hourly Rates plus (fifteen) 15%<br>– Eight (8) hour minimum |

*Services requested beyond normal business hours Monday through Friday will be invoiced at one-and-a-half (1.5) times the standard hourly rate with a two (2) hour minimum.

Services requested on Saturday will be invoiced at one-and-a-half (1.5) times the standard hourly rate with a four (4) hour minimum.

Services requested on Sunday or a US Federal Holiday will be invoiced at two (2) times the standard hourly rate with a four (4) hour minimum.

– This Agreement is effective for three (3) fiscal years beginning Oct 1, 2023 through September 30, 2026.

– Fiscal Year budget shall be reviewed annually and increased if needed and mutually agreed upon.

We appreciate the opportunity to submit this proposal. Consultant is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

**CALVIN, GIORDANO & ASSOCIATES, INC.**

David E Stambaugh Digitally signed by David E Stambaugh
Date: 2023.08.29 13:17:49-04'00'

David Stambaugh
Vice President of Professional Services

**ACCEPTANCE OF CONTRACT**

**CALVIN, GIORDANO & ASSOCIATES, INC.**

By: David E Stambaugh Digitally signed by David E Stambaugh Date: 2023.08.29 13:17:36-04'00' Date: 08/29/2023

Name: David Stambaugh
Title: Vice President of Professional Services

By: _____ Date: _____

Name: Nick Marano
Title: Village Manager

**AGENDA ITEM NO. 14.H**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH THE INSTITUTE FOR REGIONAL CONSERVATION FOR THE RESOTRATION AND MANAGEMENT OF THE PINE ROCKLAND AT CORAL REEF PARK AT A TOTAL COST OF $145,200; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)* |

**SUGGESTED ACTION:**

**ATTACHMENTS:**

Memo-RFP-Restoration Management CRP Pine Rockland
Reso-RFP-Restoration Management CRP Pine Rockland
Exhibit A-Manager Recommendation Form- RFP #2023-12-009
CORALR~1.PDF
CORALR~1.PDF
CORALR~1.PDF
CORALR~1.PDF
ADDEND~1.PDF
CORALR~1.PDF

PROPOS~1.PDF
W9 Form.pdf

To: Honorable Mayor and Village Council

Date: September 11, 2023

From: Nick Marano, Village Manager

Re: Recommendation for Restoration and Management – CRP Pine Rockland RFP 2023-12-009

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH THE INSTITUTE FOR REGIONAL CONSERVATION FOR THE RESOTRATION AND MANAGEMENT OF THE PINE ROCKLAND AT CORAL REEF PARK AT A TOTAL COST OF $145,200; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Parks & Recreation Director, Fanny Carmona)*

## BACKGROUND AND ANALYSIS:

Pursuant to the recommendations of the Village of Palmetto Bay Tree Board regarding the restoration and management of the Coral Reef Park Pine Rockland, an RFP was issued on July 28, 2023. In an effort to be as transparent as possible and to display full disclosure, it must be noted that the professional services consultant procured for development of bidding specifications and corporation Executive Director and President of The Institute for Regional Conservation (recommended bidder) are one in the same; in which it is our understanding that this poses no legal ramifications. The subject RFP was comprised of four (4) specific tasks, as follows:

- Task 1: Removal of hardwoods and select cabbage palms
- Task 2: Invasive plant control and cut-stump treatment for hardwoods
- Task 3: Manage a five (5) year plan to restore and maintain the Pine Rockland to promote healthy species growth and invite wildlife to flourish
- Task 4: Implement a prescribed burn

As may be noted in the submittal from The Institute of Regional Conservation, bids were proffered for Tasks 1, 2 and 3 only. Regarding Task 4, the implementation of a prescribed burn, The Institute for Regional Conservation will with work with the Village in procuring the Miami-Dade Natural Areas Division and Fire Department to complete this task.

It is the unanimous recommendation of the Evaluation Committee to award RFP 2023-12-009 to what is believed to be one of the premier corporations in this field of work, The Institute of Regional Conservation, at a total cost of $145,200.

**FISCAL IMPACT:**
Funding is available as part of the approved Capital Improvement Budget FY 22'-23'.

**Attachments:**
A. Manager's Recommendation
B. Proposal by Institute for Regional Conservation

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANGER TO ENTER INTO A CONTRACT WITH THE INSTITUTE FOR REGIONAL CONSERVATION FOR THE RESOTRATION AND MANAGEMENT OF THE PINE ROCKLAND AT CORAL REEF PARK AT A TOTAL COST OF $145,200; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Parks & Recreation Director, Fanny Carmona)*

**WHEREAS**, pursuant to the recommendations of the Village of Palmetto Bay Tree Board in initiating appropriate actions to effectuate the restoration and management of the Coral Reef Park Pine Rocklands, the Parks and Recreation Department, with the assistance of professional consultant services, established criteria and specifications for an RFP in solicitation of a qualified company to accomplish this task; and

**WHEREAS,** pursuant to RFP 2023-12-009, The Institute for Regional Conservation was determined to be the lowest responsive propose at a total cost of $145,200 ; and

**WHEREAS,** it was further determined that The Institute for Regional Conservation, although the sole bidder, is a highly qualified and respected State of Florida corporation with an excellent track record regarding projects involving natural and sensitive areas; and

**WHEREAS,** it was the unanimous conclusion of the evaluation committee that The Institute for Regional Conservation be granted an award of bid for the specified restoration and management of the Coral Reef Pine Rockland.

.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The Village Council hereby accepts and approves the proposal for the Restoration and Management of the Pine Rockland at Coral Reef Park as proposed by The Institute of Regional Conservation, at a total cost of $145,200.

**Section 2.** The Village Manager is hereby authorized to execute a contract with The Institute for Regional Conservation and issue a purchase order not to exceed $145,200.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED** and **ADOPTED** this _____ day of September 2023.

Attest:

_____ _____
Missy Arocha Karyn Cunningham
Village Clerk Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

**Village of Palmetto Bay**
**Procurement Division - Procurement Action**
**AWARD RECOMMENDATION**

**To:** Mr. Nick Marano, Village Manager

**From:** Fanny Carmona, Parks & Recreation Director

**Date:** 8/31/2023

**ITB#:** RFP# 2023-12-009 **Item/Service:** Restoration & Management of Pine Rockland at Coral Reef Park

Attach please find the tabulation and score sheets from the RFP-2023-12-009 Evaluation Committe Members: Fanny Carmona, Parks and Recreation Director, Kirk Hearin, Parks & Recreation Manager, Dionisio Torres, Director of Public Services, William (Bill) Fowler, ISA Cert. Arborist, and Federico Retana, Parks & Recreation Grounds Maintenance Supervisor.

**I. Procurement Comments:**

Although only one bid was received, it is the unanimous recommendation of the Evaluation Committee to award RFP 2023-12-009 to what is believed to be one of the premier corporations in this field of work, The Institute of Regional Conservation, at a total cost of $145,200.

**II. Recommendation:**

a. Which bid is being recommended? The Institute for Regional Conservation

b. Does the response being recommended for award meet the specifications as per the request and as advertised? Yes X No ____

If No, is the variance considered: Minor ____ Major ____

c. Is the recommendation the lowest bid received? Yes X No ____

(attach an additional sheet if further comment or explanation is required)

**III. Procurement Action/Recommendation(s):**

At this time, it is the recommendation of the evealuaiton committee members to include this as an agenda item for selection and award on the next Regular Council meeting held September 11, 2023.

**IV. Recommendation Approval:**

Acceptance to Move Forward with Intent to Award

Signature/Date

Mr. Nick Marano, Village Manager

THIS FORM MUST BE COMPLETED AND RETURNED TO THE PROCUREMENT SPECIALIST FOR ALL AWARD RECOMMENDATIONS OF $25,000 AND ABOVE. THIS FORM MUST BE FULLY EXECUTED PRIOR TO AWARD RECOMMENDATION FOR COUNCIL APPROVAL.

TAB 1 – RFP 2023-12-09 Restoration and Management of Pine Rocklands at Coral Reef Park

**Proposed Price of Project**

Proposed Price of Task 1: $ 106,000
Proposed Price of Task 2: $ 14,500
Proposed Price of Task 3: $ 24,700
Proposed Price of Task 4: No Bid

Total Price of Proposal: $ 145,200

THE INSTITUTE FOR REGIONAL CONSERVATION
100 E LINTON BLVD SUITE 302B DELRAY BEACH, FL 33483

TAB 2: RFP#2023-12-009 Restoration and Management of Pine Rocklands at Coral Reef Park

Organization Contact Information:
Institute of Regional Conservation
100 E. Linton Blvd, Suite-302B
Delray Beach, Fl 33483
1-305-247-6547
admin@regionalconservation.org

Dear Village of Palmetto Bay,

Please accept this introduction letter in response to your RFP# 2023-12-009, Restoration and Management of Pine Rocklands at Coral Reef Park. Our address is 100 East Linton Boulevard, Suite 302B Delray Beach, Florida 33483. Our office phone number is 305-247-6547. We are a 501(c)(3) non-profit organization registered in the State of Florida.

The Institute for Regional Conservation (IRC) is dedicated to the protection, restoration, and long-term management of biodiversity on a regional basis, and to the prevention of local extinctions of rare plants, animals, and ecosystems. IRC was founded in 1984 and has been an organization for 39 years with a focus on developing and delivering innovative approaches to conservation and ecological restoration. Our point of contact for this project will be Alex Seasholtz, Ecological Restoration Team Leader for IRC. Alex's direct cell phone is 305-479-5035 and email is aseasholtz@regionalconservation.org.

Sincerely,



**George Gann**
Executive Director and President
The Institute for Regional Conservation
www.regionalconservation.org

TAB 3: RFP#2023-12-009 Restoration and Management of Pine Rocklands at Coral Reef Park

History and experience of contractor dealing with restoration projects:

The Institute of Regional Conservation (IRC) has extensive history and experience in the restoration of native ecosystems in South Florida, including pine rocklands. Since 2005, IRC has implemented its Pine Rockland Initiative, a multi-faceted program with many funders and collaborators including the US Fish and Wildlife Service (FWS) Coastal Program, US Department of Defense (DOD), Fairchild Tropical Botanic Garden, Miami-Dade County, The Nature Conservancy, private landowners, and many more. The goal of the program is to restore and manage pine rockland patches on public and private lands throughout the range of pine rocklands, including providing the thought leadership needed to move beyond "business as usual" and save this unique part of South Florida's natural heritage. Currently, IRC is working on the restoration of approximately 350 acres of pine rocklands in Miami-Dade and Monroe counties, with funding from US FWS, US DOD, Miami-Dade County, and others. The IRC team includes George Gann, a Certified Ecological Restoration Practitioner (CERP) through the Society for Ecological Restoration, with more than 45 years of experience in the field and Alex Seasholtz, IRC's Ecological Restoration Team Leader, who has been leading the IRC field team since 2019 and is a CERP In Training.

IRC is considered a leader in the field of ecological restoration in South Florida and globally. In South Florida, IRC's restoration work is underpinned by botanical data curated since 1994 in the Floristic Inventory of South Florida. IRC's online conservation tools, covering ecosystems, plants, and animals, are accessed by more than 100,000 users yearly. Gann is also the International Policy Lead for the Society for Ecological Restoration and has spearheaded highly successful efforts to develop global restoration guidance, including International Principles and Standards for the Practice of Ecological Restoration (Gann et al. 2019), a key document in the UN Decade on Ecosystem Restoration. His critical contribution is connecting local knowledge and stakeholder inputs to global policy, increasing conservation and restoration outcomes for both nature and people. An example of this work is the development of agreed references, goals, and objectives for pine rockland restoration in South Florida, through the Pine Rockland Business Plan led by the FWS and The Nature Conservancy.

IRC field crews are led by restoration practitioners with a FDACS pesticide license in the category of Natural Areas Management. Currently, IRC has three crew members with this license. In addition, IRC crews are trained in the identification of native and nonnative species, including rare plants and animals, and an understanding of the ecological processes essential to effective ecological restoration.

TAB 4: RFP#2023-12-009 Restoration and Management of Pine Rocklands at Coral Reef Park

References:

Gloria Alejandra Antia
Park Naturalist Senior,
ISA Certified Arborist, TRAQ
City of Miami, Parks & Recreation Department Natural Areas Division
55 SW 17th Road, Miami, Fl 33129
Phone: (305)533-3578
Email: gantia@miamigov.com

Joshua Friers
NEPA, Natural and Cultural Resources Programs Manager, 482 MSG/ CEV
29350 Westover St., B-232, Homestead Ari Reserve Base, Fl 33039-1099
Phone: (786)415-7344
Email: Joshua.friers.2@us.af.mil

Kevin Kalasz
Coastal Program Coordinator - South Florida/ Everglades
U.S. Fish and Wildlife Service | Florida Ecological Services Field Office
28950 Watson Blvd, Big Pine Key, Florida 33043
Office: (305)780-7514
Email: kevin_kalasz@fws.gov

August 21, 2023

To: All Interested Parties

From: Fanny Carmona, Parks & Recreation Director
Village of Palmetto Bay
9705 E Hibiscus Street
Palmetto Bay, Florida 33157

Re: RFP# 2023-12-009
Restoration and Management of Pine Rockland at Coral Reef Park

**ADDENDUM NO. 1**

Prospective Contractor,

This Addendum forms a part of the RFP Package Document dated July 28, 2023, with the amendments and additions noted below (deletions are shown by strikethrough and additions are underlined.)

***Statement From the Village:***

Please see questions submitted to the Village of Palmetto Bay via email, on August 17, 2023, by Mr. Alex Seasholtz, from The Institute for Regional Conservation, along with Village Response.

***Questions Submitted to the Village***

**Question #1:** It is our understanding that no trenching equipment will be needed for this contract and no work shall be performed on or near trenching activities. Additionally, a trench safety acknowledgement has not been provided in the RFP. Please advise.

**Village Response:** Trenching and/or excavation of any kind is not specified in the scope of work for this project, nor any project within the park. If current specifications change to the contrary and upon written notification from the Village, State and OSHA trench safety requirements shall be in effect.

**Question #2:** With regards to the maintenance of a surety bond, may Task 3 be awarded as a separate contract given the multiple year duration?

**Village Response:** Task 3 may be awarded via a separate contract; in fact, it is preferred.

**Question #3:** Please provide clarification with regards to the timeframe of Task 3 in relation to the events of Task 1 and Task 2. Does Task 3 take place only after completion of Task 1 and 2 or can Task 3 be performed simultaneously with Tasks 1 and 2?

**Village Response:** Task 3 may be performed simultaneously with Tasks 1 and 2.

***All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposals shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in a rejection of your proposal.***

Thank you for your participation in our solicitation process.

Fanny Carmona, Parks & Recreation Director
Village of Palmetto Bay

**Acknowledgement of**

**Addendum of Solicitation**

Amendment/Modification No.: 1
Amendment of RFP# No.: 2023-12-009
Title of RFP: Restoration and Management of Pine Rockland at Coral Reef Park

Name of Proposer The Institute for Regional Conservtion

Date Addendum Received August 21, 2023

Total Pages of Addendum including Acknowledgement 2 (three)

Signature

***All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposals. This acknowledgement form must be included in the response and failure to sign and submit this form may result in a rejection of your proposal.***

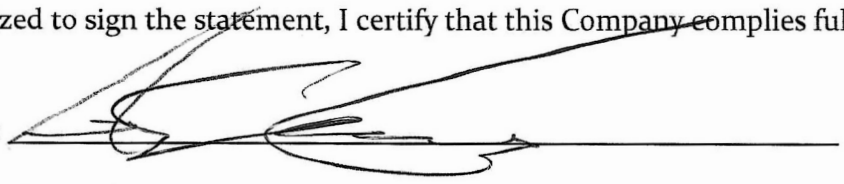
## SECTION 8.o: Required Proposal Submittal Forms

### DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied companies have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: 

Name (typed): _Alex Seasholtz_____

Title: _Ecological Restoration Team Leader_____

Company: _The Institute for Regional Conservation_____

Date: 8/26/2023

## SUB-CONTRACTOR LIST

Company shall list all Proposed Sub-contractors to be used on this project if they are awarded the Contract.

| Classification of Work | Sub-contractor Name | Address | Telephone and Fax |
|---|---|---|---|
| Special Trade Contractor (Debris removal and hauling) | Jorge Torres, Double J Tree Farms, Inc. | 26955 SW 194th Avenue Homestead, FL 33031 | (305) 979-0711 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

## ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

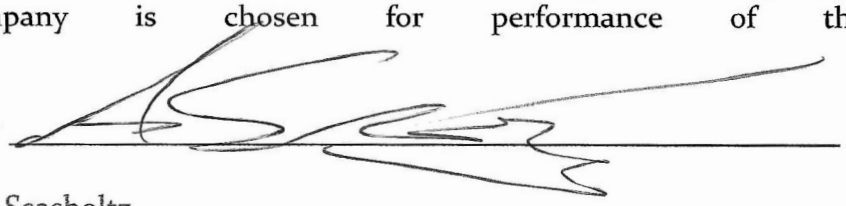
B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: 

Name (typed): _Alex Seasholtz_____

Title: _Ecological Restoration Team Leader_____

Company Name: _The Institute for Regional Conservation_____

Date: 8/26/2023

## NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

_Alex Seasholtz_____being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_The Institute for Regional Conservation_____the Company that has submitted the attached Proposal;

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

(3) Such Proposal is genuine and is not a collusive or a sham Proposal;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: 

Name (typed): _Alex Seasholtz_____

Title: _Ecological Restoration Team Leader_____

Company Name: _The Institute for Regional Conservation_____

Date: 8/26/2023

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _Miami-Dade_____

On this 26th day of August, 2023, before me, the undersigned Notary Public of the State of Florida personally appeared Alex Seasholtz and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

TANIA F. KANE
Commission # HH 218817
Expires February 19, 2026

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

## SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _ Alex Seasholtz (Ecological Restoration Team Leader)_____

For _The Institute for Regional Conservation_____

Whose business address is: : _100 East Linton Boulevard, Suite 302B, Delray Beach, Florida 33483 USA_

And (if applicable) its Federal Employer Identification Number (FEIN) is: 74-2336458

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a ""public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

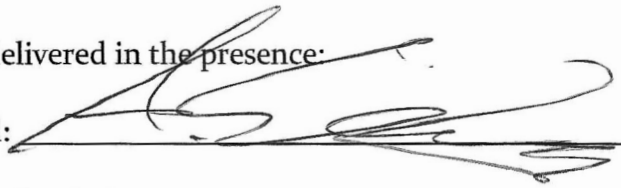
3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: 

Name (typed): _Alex Seasholtz_____

Title: _Ecological Restoration Team Leader_____

Company Name: _The Institute for Regional Conservation_____

Date: 8/26/2023

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of _Miami-Dade_____

On this 26TH day of August, 2023__, before me, the undersigned Notary Public of the State of Florida personally appeared ALEX Seasholtz and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

TANIA F. KANE
Commission # HH 218817
Expires February 19, 2026

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

## AMERICANS WITH DISABILITIES ACT (ADA)
### DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _Alex Seasholtz (Ecological Restoration Team Leader)_____

*(print individual's name and title)*

for: _The Institute for Regional Conservation_____

*(print name of entity submitting sworn statement)*

whose business address is: _100 East Linton Boulevard, Suite 302B, Delray Beach, Florida 33483 USA_____

and (if applicable) its Federal Employer Identification Number (FEIN) is: 74-2336458

*(If the entity has no FEIN, include the Social Security Number* of the individual signing this sworn statement: _____-_____-_____.)

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Continued on next page.

Signature of Official: _____

Name (typed): _Alex Seasholtz_____

Title: _Ecological Restoration Team Leader_____

Company Name: _The Institute for Regional Conservation_____

Date: 8/23/2023

ACKNOWLEDGMENT

State of Florida

County of _Miami-Dade_____

On this 23rd day of August, 2023, before me, the undersigned Notary Public of the State of Florida personally appeared Alex Seasholtz and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

TANIA F. KANE
Commission # HH 218817
Expires February 19, 2026

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

## BUSINESS ENTITY AFFIDAVIT
## (COMPANY *I* PROPOSALDER DISCLOSURE)

Proposer or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Proposer or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Company or Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Proposer or Company recognizes that with respect to this transaction or proposal, if any Proposer or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer or Company may be disqualified from furnishing the goods or services for which the proposal or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to Village.

Accordingly, Proposer or Company completes and executes the Business Entity Affidavit form below. The terms "Proposer" or "Company," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, _Alex Seasholtz_____being first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

EIN: 74-2336458

*Federal Employer Identification Number (If none, Social Security Number)*

Continued on next page

The Institute for Regional Conservation

*Name of Entity, Individual, Partners or Corporation*

*Doing Business As (If same as above, leave blank)*

100 East Linton Boulevard, Suite 302B, Delray Beach, Florida 33483 USA

*Street Address Suite Village State Zip Code*

## OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

| Full Legal Name | Address | Ownership |
|---|---|---|
| | | % |
| N/A | | % |
| | | % |

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial, or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

N/A

Signature of Official: _____

Name (typed): _Alex Seasholtz_____

Title: _Ecological Restoration Team Leader_____

Company Name: _The Institute for Regional Conservation_____

Date: 8/23/2023

## ACKNOWLEDGMENT

State of Florida

County of _Miami-Dade_____

On this 23rd day of August, 2023__, before me, the undersigned Notary Public of the State of Florida personally appeared Alex Seasholtz and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

TANIA F. KANE
Commission # HH 218817
Expires February 19, 2026

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

## ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _The Institute for Regional Conservation_____ (Company), hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay_____ _____, RFP# **2023-12-009**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

Double J Tree Farms, Inc.

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _Alex Seasholtz_____

Title: _Ecological Restoration Team Leader_____

Company Name: _The Institute for Regional Conservation_____

Date: 8/23/2023

Attest: Ligianette Cordova

Print Name: Ligianette Cordova

Attest: Valerie Seasholtz

Print Name: Valerie Seasholtz

**VILLAGE OF PALMETTO BAY**
**ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA }
} SS:
COUNTY OF MIAMI-DADE }

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _Alex Seasholtz_____

Title: _Ecological Restoration Team Leader_____

Company Name: _The Institute for Regional Conservation_____

Date: 8/23/2023

ACKNOWLEDGMENT

State of Florida

County of _Miami-Dade_____

On this 23rd day of August, 2023__, before me, the undersigned Notary Public of the State of Florida personally appeared Alex Seasholtz and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Continued on next page




TANIA F. KANE
Commission # HH 218817
Expires February 19, 2026

NOTARY PUBLIC
SEAL OF OFFICE:

_____

(Name of Notary Public: Print, Stamp or Type as commissioned.)
o Personally known to me, or
o Produced identification:

_____

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

## STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

NO

Executed on 8/23/2023 at 2:12 pm under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Alex Seasholtz

Title: Ecological Restoration Team Leader

Company Name: The Institute for Regional Conservation

Date: 8/23/2023

**E-VERIFY AFFIDAVIT**

STATE OF _Florida_____

COUNTY OF _Miami-Dade_____

I, _Alex Seasholtz_____(the individual attesting below), being duly authorized by and on behalf of_The Institute for Regional Conservation_____(hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark "Yes" or "No")
   a. YES _____
   b. NO _X__
4. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This 23rd day of _August_____, 2023_.

_____
Signature of Affiant

Print or Type Name: _Alex Seasholtz_____

State of Florida_____

County of Miami-Dade_____

CONTINUED ON FOLLOWING PAGE




Seal

Signed and sworn to (or affirmed) before me, this
the 23rd day of August, 2023.

My Commission Expires: _____

Notary Public _____

NHCS – E-Verify 081815

# Proposal Sheet

**RFP# 2023-12-009 Restoration and Management Plan for Pine Rockland at Coral Reef Park**

**Task 1 – Removal of Hardwoods and select cabbage palms (Lump Sum): $__106,000_____**

**Task 2 – Invasive plant control and cut-stump treatment for hardwoods (Lump Sum):$__14,500___**

**Task 3 – Manage a five (5) year plan to restore and maintain the pine Rockland to promote healthy native species growth and invite wildlife to flourish (Lump Sum): $__24,700_____**

**Task 4 – Implement a prescribed burn (Lump Sum): $__0 /_No Bid_____**

**(Specifications, please see Section 4.0 – Scope of Services).**

1. The price listed on the proposal form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and products requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Request for Proposal and shall conform with all requirements of the Request for Proposal RFP# 2023-12-009.

George D. Gann, President

Name: (Please Print)

Offeror Signature Title: August 26, 2023 Date:

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

**Give Form to the requester. Do not send to the IRS.**

Print or type. See **Specific Instructions** on page 3.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

The Institute for Regional Conservation

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) ▶ Nonprofit Corporation exempt under IRS Code 501(c)3

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

*(Applies to accounts maintained outside the U.S.)*

**5** Address (number, street, and apt. or suite no.) See instructions.

100 E Linton Blvd. Ste. 302B

Requester's name and address (optional)

**6** City, state, and ZIP code

Delray Beach, FL 33483

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

**or**

**Employer identification number**

| 7 | 4 | – | 2 | 3 | 3 | 6 | 4 | 5 | 8 |
|---|---|---|---|---|---|---|---|---|---|

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** | **Signature of U.S. person** ▶ | **Date** ▶ August 28, 2023

# General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

## Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

## Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . . | THEN check the box for . . . |
|---|---|
| • Corporation | Corporation |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. | Individual/sole proprietor or single-member LLC |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership | Partnership |
| • Trust/estate | Trust/estate |

## Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 7 |
| Broker transactions | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 4 |
| Payments over $600 required to be reported and direct sales over $5,000[1] | Generally, exempt payees 1 through 5[2] |
| Payments made in settlement of payment card or third party network transactions | Exempt payees 1 through 4 |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI | The actual owner of the account or, if combined funds, the first individual on the account[1] |
| 3. Two or more U.S. persons (joint account maintained by an FFI) | Each holder of the account |
| 4. Custodial account of a minor (Uniform Gift to Minors Act) | The minor[2] |
| 5. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee[1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner[1] |
| 6. Sole proprietorship or disregarded entity owned by an individual | The owner[3] |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 8. Disregarded entity not owned by an individual | The owner |
| 9. A valid trust, estate, or pension trust | Legal entity[4] |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 12. Partnership or multi-member LLC | The partnership |
| 13. A broker or registered nominee | The broker or nominee |
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**AGENDA ITEM NO. 14.I**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING PALMETTO BAY BUSINESS ASSOCIATION INC., THE USE OF THALATTA ESTATE PARK ON TUESDAY, DECEMBER 5, 2023, FOR THE PURPOSE OF HOSTING "A HOLIDAY PARTY"; WAIVING ALL ASSOCIATED RENTAL FEES, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo-PBBA Fee Waiver Thalatta 12-5-23
Reso-PBBA Use of Thalatta 12-5-2023
PBBA Holiday Party-Event-Facility Use Request Questionnaire
PBBA Holiday Party Summary of Fees
PBBA Sunbiz

To: Honorable Mayor and Village Council

Date: September 11, 2023

From: Nick Marano, Village Manager

Re: Palmetto Bay Business Association- Fee Waiver Request for Thalatta Estate

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING PALMETTO BAY BUSINESS ASSOCIATION INC., THE USE OF THALATTA ESTATE PARK ON TUESDAY, DECEMBER 5, 2023, FOR THE PURPOSE OF HOSTING "A HOLIDAY PARTY"; WAIVING ALL ASSOCIATED RENTAL FEES, AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Parks & Recreation Director, Fanny Carmona)*

**BACKGROUND AND ANALYSIS:**

The Village is in receipt of a request from Palmetto Bay Business Association Inc. (PBBA), Assistant Chairwoman, Pam Mayers, for use of Thalatta Estate for the purpose of hosting a "Holiday Party". It is the Village's continuous desire to support local businesses and organizations. There is no other conflict or event scheduled for this day, and therefore the venue is available. It is suggested that PBBA be granted use of Thalatta Estate Park at no charge for the purpose of hosting their "Holiday Party", on Tuesday, December 5, 2023, with the proviso that the recipient comply with all applicable rules, regulations, and Ordinances.

**FISCAL/BUDGETARY IMPACT:**

It is estimated that the formal revenue loss from renting the needed park space would not exceed $2,273.75; and staff costs to work the event will not exceed $272.

**RECOMMENDATION:**

Approval is recommended.

Attachments (3):

- Event/Facility Use Request Questionnaire
- Thalatta Summary of Rental Fees
- Incorporation Status

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING PALMETTO BAY BUSINESS ASSOCIATION THE USE OF THALATTA ESTATE PARK ON TUESDAY, DECEMBER 5, 2023, FOR THE PURPOSE OF HOSTING "A HOLIDAY PARTY"; WAIVING ALL ASSOCIATED RENTAL FEES, AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Parks & Recreation Director, Fanny Carmona)*

**WHEREAS**, the Village is in receipt of a request from Pam Mayers, from the Palmetto Bay Business Association, for use of Thalatta Estate for the purpose of hosting a "Holiday Party"; and

**WHEREAS**, it is the Village's continuous desire to support local business and organizations; and

**WHEREAS**, it is suggested that Palmetto Bay Business Association, be granted use of Thalatta Estate Park at no charge for the purpose of hosting their "Holiday Party" on Tuesday, December 5, 2023.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** Palmetto Bay Business Association is hereby granted use of Thalatta Estate for the purpose of hosting their "Holiday Party" on Tuesday, December 5, 2023.

**Section 2**. The Village Manager is hereby authorized to waive all associated rental fees not to exceed Two-Thousand two hundred seventy-three Dollars ($2,273.75).

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED** and **ADOPTED** this ___ day of September, 2023.

Attest:

| | |
|---|---|
| _____ | _____ |
| Missy Arocha | Karyn Cunningham |
| Village Clerk | Mayor |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

**Event/Facility Use Request Questionnaire**

Date: 8/9/23

Event Name: PBBA Holiday Party

Name of Organization: Palmetto Bay Business Association

Name of Organizer: Pam Mayers

How many years have you conducted this event at our park? 2

At least (3) Proposed Date(s)/Time(s) in order of Preference:

Date #1: 12/7/20

Date #2: 12/5/20

Date #3:

Estimated Attendance: 80 Park: Talatta Estate Park

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

Organization's Mission/Vision/Purpose:

PBBA Mission-Support our business owners, provide a nice environment so we can all mingle and network and learn.

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline). **Note:** ***You will not be permitted to conduct any additional activities, add new event components, unless your request for new items goes back to Village Council for approval.***

Social Gathering of Business Owners- A Piano performance and singing.

Required Documents:

**I.** **Detailed Site Plan.** *Please upload the diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, parking, etc. Also show configuration and sizes of stage, booths/ tent(s) location, portable toilets, inflatables, games, etc.* ***Once the event is approved, a site meeting will be required with the Park Supervisor.***

**CLICK HERE TO UPLOAD THE SITE MAP**

**II.** Please include the Certificate of Liability Insurance. *****Required once event is approved via Resolution***

*Name the Village of Palmetto Bay as additional insured-9705 East Hibiscus Street Palmetto Bay, FL 33157*

**III.** Not-for-Profit Documents with Federal Tax ID # _____

**CLICK HERE TO UPLOAD NON-PROFIT DOCUMENTS**

**********

**General:**

| Yes | No | |
|---|---|---|
| ☐ | ☑ | Is this event open to the general public? |
| ☐ | ☑ | Will there be an admission fee? If yes, please provide amount(s):_____ |
| ☑ | ☐ | Will you have music? Live ☑ Taped ☐ DJ ☑ |

***Please review Noise ordinance. You will be required to face the speakers in a certain direction depending on the park where your event is being hosted.***

| | | |
|---|---|---|
| ☑ | ☐ | Will there be on-site registration?_____ |
| ☐ | ☑ | Will there be sponsors or vendors on-site? If yes, please list them below. |

None expected at this time.
Normally our sponsors are the same local business owners and members.

Will your event require tents? Size: 0 Quantity: 0

If tent is larger than 10'X10', please explain how the tent(s) will be grounded?

**Tents larger than 10' x10'require a separate permit from the building department.*

Will your event require a stage, or platform? Size: 0 Quantity: 0

**Will require a separate permit from the building department.*

**Insert Image of Stage HERE (if applicable):**

**Area/Amenity of park to be used**: (*Please check all that apply)*

| | | | | |
|---|---|---|---|---|
| ☐ Recreation Room | ☐ Gazebo/Pavilion | ☐ Meditation Garden | ☐ Picnic Area | ☐ Ball Field #____ |
| ☐ Soccer Field | ☐ Football Field | ☐ Open Field Area | ☐ Volleyball Courts | ☐ Playground |
| ☐ Basketball Courts | ☐ Skate Park | ☐ Amphitheater | ☐ Covered Terrace | ☐ Open Terrace |
| ☐ Tennis Courts | ☐ Racquetball Courts | ☐ Walking/Jogging Trails | ☐ Entire Park | ☐ Other _____ |

**Vendors:** Include names and check all that apply. All vendors must provide insurance certificate naming the Village as additional insured, have a Business Tax Receipt and a catering license from the State of Florida-Division of Hotels & Restaurants

- ☑ Caterer _____
- ☐ Food Trucks _____
- ☐ Amusement Rides (Bounce House, Mechanical etc.) _____
- ☑ Other AT Home Music - Yane Marie Sleppy piano and singing

# THALATTA ESTATE SUMMARY OF RENTAL FEES

## STEP 1: RENTAL COST

| Monday | | Tuesday 12/5/23 | | Wednesday | | Thursday 12/7/23 | |
|---|---|---|---|---|---|---|---|
| Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 |
| Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 |
| Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 |
| Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 |
| Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 |
| Education Room | $ 150.00 | Education Room | $ 150.00 | Education Room | $ 150.00 | Education Room | $ 150.00 |
| String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 |
| String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 |
| Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 |
| **Friday** | | **Saturday** | | **Sunday** | | **Observed Holidays** | |
| Package Rate Only | $ 4,600.00 | Package Rate Only | $ 4,600.00 | Ceremony Area | $ 605.00 | Ceremony Area | $ 605.00 |
| Includes all areas* | | Includes all areas* | | Garden Lawn | $ 1,457.00 | Garden Lawn | $ 1,457.00 |
| String Lights-One Set | $ 550.00 | String Lights-One Set | $ 550.00 | Outdoor Terrace | $ 2,475.00 | Outdoor Terrace | $ 2,475.00 |
| String Lights-Two Sets | $ 750.00 | String Lights-Two Sets | $ 750.00 | Covered Terrace | $ 1,100.00 | Covered Terrace | $ 1,100.00 |
| | | | | Bride/Groom Suite | $ 550.00 | Bride/Groom Suite | $ 550.00 |
| | | | | Education Room | $ 350.00 | Education Room | $ 350.00 |
| | | | | String Lights- One Set | $ 550.00 | String Lights-One Set | $ 550.00 |
| | | | | String Lights-Two Sets | $ 750.00 | String Lights-Two Sets | $ 750.00 |
| | | | | Package Rate (all areas*) | $ 4,600.00 | Package Rate (all areas*) | $ 4,600.00 |

*Package rate includes the entire facility except the string lights

## STEP 2: FACILITY SERVICE FEE

| | |
|---|---|
| Guest count: | 80 |
| Facility Service Fee at a rate of $2.50 per guest (to be determined and added at final payment) | $200.0 |

## STEP 3: VALET COST

** All events over 50 guests are required to have valet services for the duration of their event. No exceptions! Fees subject to change.

| 4 Hour Service | 5 Hour Service | 6 Hour Service | 7 Hour Service | 8 Hour Service |
|---|---|---|---|---|
| Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 |
| 2 attendants & 1 Supervisor $316.72 | 2 attendants & 1 Supervisor $395.90 | 2 attendants & 1 Supervisor $475.08 | 2 attendants & 1 Supervisor $554.26 | 2 attendants & 1 Supervisor $633.44 |
| Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 |
| 3 attendants & 1 Supervisor $419.44 | 3 attendants & 1 Supervisor $524.30 | 3 attendants & 1 Supervisor $629.16 | 3 attendants & 1 Supervisor $734.02 | 3 attendants & 1 Supervisor $838.88 |
| Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 |
| 4 attendants & 1 Supervisor $522.16 | 4 attendants & 1 Supervisor $652.70 | 4 attendants & 1 Supervisor $783.24 | 4 attendants & 1 Supervisor $913.78 | 4 attendants & 1 Supervisor $1,044.32 |
| Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 |
| 5 attendants & 1 Supervisor $624.88 | 5 attendants & 1 Supervisor $781.10 | 5 attendants & 1 Supervisor $937.32 | 5 attendants & 1 Supervisor $1,093.54 | 5 attendants & 1 Supervisor $1,249.76 |
| Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 |
| 6 attendants & 1 Supervisor $727.60 | 6 attendants & 1 Supervisor $909.50 | 6 attendants & 1 Supervisor $1,091.40 | 6 attendants & 1 Supervisor $1,237.30 | 6 attendants & 1 Supervisor $1,455.20 |

## STEP 4: SECURITY GUARD COST

** All events require a minimum of one (1) security guard. All events over 50 guests are required to have two (2) security guards for the duration of their event. No exceptions! Fees subject to change.

| 4 Hour Service | 5 Hour Service | 6 Hour Service | 7 Hour Service | 8 Hour Service |
|---|---|---|---|---|
| 1 guard (<50 guests) $93.09 | 1 guard (<50 guests) $116.36 | 1 guard (<50 guests) $139.64 | 1 guard (<50 guests) $162.91 | 1 guard (<50 guests) $186.18 |
| 2 guards (50+ guests) $186.18 | 2 guards (50+ guests) $232.73 | 2 guards (50+ guests) $279.27 | 2 guards (50+ guests) $325.82 | 2 guards (50+ guests) $372.36 |

## STEP 5: ADD ALL COSTS

PBBA Holiday Party — Tuesday, December 5, 2023

Hours of Service — Valet: 4:30-11:30 PM

Hours of Service — Security: 4:30-11:30 PM

Event Hours: 5-11 PM

| | |
|---|---|
| **Rental Amount (combine all areas required)** | **$ 1,375.00** |
| **Bride/Groom Suite** | |
| **Education Room** | |
| **String Lights** | **$ 550.00** |
| **Facility Service Fee** | **$ 200.00** |
| **7% Taxes** | **$ 148.75** |
| **Valet Event Services Cost** | **$ 554.26** |
| **C-100 Parking Lot Fee ($321 inlcudes tax)** | **$ 321.00** |
| **Security Event Services Cost** | **$ 325.82** |
| **TOTAL DUE:** | **$ 3,474.83** |

| | | |
|---|---|---|
| **50% Rental Amount Deposit Due (Check or Money Order)** | **$** | **842.63** |
| *2.25% Credit Card Processing Fee (non-refundable)* | $ | 18.96 |
| 50% Rental Amount Deposit due - if paying with credit card | $ | 861.59 |
| **Balance Due 30 days prior to Event (Check or Money Order)** | **$** | **2,632.20** |
| *2.25% Credit Card Processing Fee (non-refundable)* | $ | 59.22 |
| Final Balance Due - if paying with credit card | $ | 2,691.42 |

To book the venue

**Agreed and Accepted by:** **Date:**

I have read, understand and accept the terms of the rental summary of fees. Thalatta Estate's summary of fees agreement is null and void without an accompanying signed rental application agreement.

Updated and prepared by Vanessa Leycegui as of August 10, 2023

All information is kept confidential and used only for the purposes as noted above.

vleycegui@palmettobay-fl.gov

# Detail by Entity Name

Florida Not For Profit Corporation
PALMETTO BAY BUSINESS ASSOCIATION, INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | N03000001710 |
| **FEI/EIN Number** | 20-0670185 |
| **Date Filed** | 02/25/2003 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

18001 Old Cutler Rd
STE 421
PALMETTO BAY, FL 33157

Changed: 04/27/2022

**Mailing Address**

P O Box 56 2766
Miami, FL 33256-2766

Changed: 04/07/2023

**Registered Agent Name & Address**

Hetenyi, Marcell, CPA
18001 Old Cutler Rd
STE 421
PALMETTO BAY, FL 33157

Name Changed: 04/27/2022

Address Changed: 04/27/2022

**Officer/Director Detail**

**Name & Address**

Title President

Mourino , Tamara
18001 Old Cutler Rd
STE 421
PALMETTO BAY, FL 33157

Title Treasurer

Marcell, Hetenyi P
18001 Old Cutler Rd
STE 421
PALMETTO BAY, FL 33157

Title Treasurer

Eubanks, John
18001 Old Cutler Rd
STE 421
PALMETTO BAY, FL 33157

Title VP

Arcia , Emily
18001 Old Cutler Rd
STE 421
PALMETTO BAY, FL 33157

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2021 | 04/27/2021 |
| 2022 | 04/27/2022 |
| 2023 | 04/07/2023 |

**Document Images**

| | |
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| 04/07/2023 -- ANNUAL REPORT | View image in PDF format |
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| 04/27/2021 -- ANNUAL REPORT | View image in PDF format |
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| 01/07/2008 -- ANNUAL REPORT | View image in PDF format |
| 04/09/2007 -- ANNUAL REPORT | View image in PDF format |
| 02/07/2006 -- ANNUAL REPORT | View image in PDF format |
| 01/18/2005 -- ANNUAL REPORT | View image in PDF format |

**AGENDA ITEM NO. 14.J**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING CORAL REEF ELEMNETARY PARENT TEACHER ASSOCIATION THE USE OF THALATTA ESTATE PARK ON THURSDAY, JANUARY 25, 2024, FOR THE PURPOSE OF HOSTING A CORAL REEF ELEMENTARY "WINTER FORMAL" FUNDRAISER EVENT; WAIVING ALL ASSOCIATED RENTAL FEES, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)* |
| **SUGGESTED ACTION:** | |

**ATTACHMENTS:**

Memo-CRE PTA Fee Waiver Thalatta 1-25-24
Reso-CRE PTA Use of Thalatta 1-25-2024
CRE PTA Summary of Fees
CRE PTA TE TAX EXEMPT FORM
CRE PTA Thalatta Estate Waiver

To: Honorable Mayor and Village Council

Date: September 11, 2023

From: Nick Marano, Village Manager

Re: Coral Reef Elementary PTA- Fee Waiver Request for Thalatta Estate

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING CORAL REEF ELEMNETARY PARENT TEACHER ASSOCIATION (PTA) THE USE OF THALATTA ESTATE PARK ON THURSDAY, JANUARY 25, 2024, FOR THE PURPOSE OF HOSTING A CORAL REEF ELEMENTARY "WINTER FORMAL" FUNDRAISER EVENT; WAIVING ALL ASSOCIATED RENTAL FEES, AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Parks & Recreation Director, Fanny Carmona)*

**BACKGROUND AND ANALYSIS:**

The Village is in receipt of a request from Coral Reef Elementary PTA President, Michelle Llambes Diaz, for use of Thalatta Estate for the purpose of hosting a "Winter Formal" fundraiser event. It is the Village's continuous desire to support public schools. There is no other conflict or event scheduled for this day, and therefore the venue is available. It is suggested that CRE PTA be granted use of Thalatta Estate Park at no charge for the purpose of hosting their "Winter Formal" fundraiser event, on Thursday, January 25, 2024, with the proviso that the recipient comply with all applicable rules, regulations, and Ordinances.

**FISCAL/BUDGETARY IMPACT:**

It is estimated that the formal revenue loss from renting the needed park space would not exceed $2,425; and staff costs to work the event will not exceed $204.

**RECOMMENDATION:**

Approval is recommended.

Attachments (2):

- Event/Facility Use Request Questionnaire
- Thalatta Summary of Rental Fees

# RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING CORAL REEF ELEMNETARY PARENT TEACHER ASSOCIATION THE USE OF THALATTA ESTATE PARK ON THURSDAY, JANUARY 25, 2024, FOR THE PURPOSE OF HOSTING A CORAL REEF ELEMENTARY "WINTER FORMAL" FUNDRAISER EVENT; WAIVING ALL ASSOCIATED RENTAL FEES, AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Parks & Recreation Director, Fanny Carmona)*

**WHEREAS**, the Village is in receipt of a request from Michelle Llambes Diaz, Coral Reef Elementary School PTA President, for use of Thalatta Estate for the purpose of hosting a "Winter Formal" fundraiser event"; and

**WHEREAS**, it is the Village's continuous desire to support public schools; and

**WHEREAS**, it is suggested that Coral Reef Elementary School Parent Teacher Association, be granted use of Thalatta Estate Park at no charge for the purpose of hosting their "Winter Formal" fundraiser event on Thursday, January 25, 2024.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** Coral Reef Elementary Parent Teacher Association is hereby granted use of Thalatta Estate for the purpose of hosting their "Winter Formal" fundraiser event on Thursday, January 25, 2024.

**Section 2**. The Village Manager is hereby authorized to waive all associated rental fees not to exceed Two-Thousand four hundred twenty-five Dollars ($2,425.00).

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED** and **ADOPTED** this ___ day of September, 2023.

Attest:

| | |
|---|---|
| _____ | _____ |
| Missy Arocha | Karyn Cunningham |
| Village Clerk | Mayor |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

# THALATTA ESTATE SUMMARY OF RENTAL FEES

## STEP 1: RENTAL COST

| Monday | | Tuesday | | Wednesday | | Thursday 1.25.24 | |
|---|---|---|---|---|---|---|---|
| Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 | Ceremony Area | $ 195.00 |
| Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 | Garden Lawn | $ 825.00 |
| Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 | Outdoor Terrace | $ 1,375.00 |
| Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 | Covered Terrace | $ 550.00 |
| Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 | Bride/Groom Suite | $ 250.00 |
| Education Room | $ 150.00 | Education Room | $ 150.00 | Education Room | $ 150.00 | Education Room | $ 150.00 |
| String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 | String Lights-One Set | $ 350.00 |
| String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 | String Lights-Two Sets | $ 550.00 |
| Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 | Package Rate (all areas*) | $ 2,750.00 |
| **Friday** | | **Saturday** | | **Sunday** | | **Observed Holidays** | |
| Package Rate Only | $ 4,600.00 | Package Rate Only | $ 4,600.00 | Ceremony Area | $ 605.00 | Ceremony Area | $ 605.00 |
| Includes all areas* | | Includes all areas* | | Garden Lawn | $ 1,457.00 | Garden Lawn | $ 1,457.00 |
| String Lights-One Set | $ 550.00 | String Lights-One Set | $ 550.00 | Outdoor Terrace | $ 2,475.00 | Outdoor Terrace | $ 2,475.00 |
| String Lights-Two Sets | $ 750.00 | String Lights-Two Sets | $ 750.00 | Covered Terrace | $ 1,100.00 | Covered Terrace | $ 1,100.00 |
| | | | | Bride/Groom Suite | $ 550.00 | Bride/Groom Suite | $ 550.00 |
| | | | | Education Room | $ 350.00 | Education Room | $ 350.00 |
| | | | | String Lights- One Set | $ 550.00 | String Lights-One Set | $ 550.00 |
| | | | | String Lights-Two Sets | $ 750.00 | String Lights-Two Sets | $ 750.00 |
| | | | | Package Rate (all areas*) | $ 4,600.00 | Package Rate (all areas*) | $ 4,600.00 |

*Package rate includes the entire facility except the string lights

## STEP 2: FACILITY SERVICE FEE

| | |
|---|---|
| Guest count: | 200 |
| Facility Service Fee at a rate of $2.50 per guest (to be determined and added at final payment) | $500.0 |

## STEP 3: VALET COST

** All events over 50 guests are required to have valet services for the duration of their event. No exceptions! Fees subject to change.

| 4 Hour Service | 5 Hour Service | 6 Hour Service | 7 Hour Service | 8 Hour Service |
|---|---|---|---|---|
| Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 | Guest Count 50-80 |
| 2 attendants & 1 Supervisor $316.72 | 2 attendants & 1 Supervisor $395.90 | 2 attendants & 1 Supervisor $475.08 | 2 attendants & 1 Supervisor $554.26 | 2 attendants & 1 Supervisor $633.44 |
| Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 | Guest Count 81-115 |
| 3 attendants & 1 Supervisor $419.44 | 3 attendants & 1 Supervisor $524.30 | 3 attendants & 1 Supervisor $629.16 | 3 attendants & 1 Supervisor $734.02 | 3 attendants & 1 Supervisor $838.88 |
| Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 | Guest Count 116-150 |
| 4 attendants & 1 Supervisor $522.16 | 4 attendants & 1 Supervisor $652.70 | 4 attendants & 1 Supervisor $783.24 | 4 attendants & 1 Supervisor $913.78 | 4 attendants & 1 Supervisor $1,044.32 |
| Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 | Guest Count 151-185 |
| 5 attendants & 1 Supervisor $624.88 | 5 attendants & 1 Supervisor $781.10 | 5 attendants & 1 Supervisor $937.32 | 5 attendants & 1 Supervisor $1,093.54 | 5 attendants & 1 Supervisor $1,249.76 |
| Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 | Guest Count 186-200 |
| 6 attendants & 1 Supervisor $727.60 | 6 attendants & 1 Supervisor $909.50 | 6 attendants & 1 Supervisor $1,091.40 | 6 attendants & 1 Supervisor $1,237.30 | 6 attendants & 1 Supervisor $1,455.20 |

## STEP 4: SECURITY GUARD COST

** All events require a minimum of one (1) security guard. All events over 50 guests are required to have two (2) security guards for the duration of their event. No exceptions! Fees subject to change.

| 4 Hour Service | | 5 Hour Service | | 6 Hour Service | | 7 Hour Service | | 8 Hour Service | |
|---|---|---|---|---|---|---|---|---|---|
| 1 guard (<50 guests) | $93.09 | 1 guard (<50 guests) | $116.36 | 1 guard (<50 guests) | $139.64 | 1 guard (<50 guests) | $162.91 | 1 guard (<50 guests) | $186.18 |
| 2 guards (50+ guests) | $186.18 | 2 guards (50+ guests) | $232.73 | 2 guards (50+ guests) | $279.27 | 2 guards (50+ guests) | $325.82 | 2 guards (50+ guests) | $372.36 |

## STEP 5: ADD ALL COSTS

Coral Reef Elementary — Thursday, January 25, 2024

Hours of Service — Valet: 6:30-11:30 PM

Hours of Service — Security: 6:30-11:30 PM

Event Hours: 7-11 PM

| | |
|---|---|
| **Rental Amount (combine all areas required)** | $ 1,375.00 |
| **Bride/Groom Suite** | |
| **Education Room** | |
| **String Lights** | $ 550.00 |
| **Facility Service Fee** | $ 500.00 |
| **7% Taxes** | |
| **Valet Event Services Cost** | $ 909.50 |
| **C-100 Parking Lot Fee ($321 inlcudes tax)** | $ 321.00 |
| **Security Event Services Cost** | $ 232.73 |
| **TOTAL DUE:** | $ 3,888.23 |

$2,425 plus staff $204 = $2,629

50% Rental Amount Deposit Due (Check or Money Order)

*2.25% Credit Card Processing Fee (non-refundable)*

50% Rental Amount Deposit due - if paying with credit card

Balance Due 30 days prior to Event (Check or Money Order)

*2.25% Credit Card Processing Fee (non-refundable)*

Final Balance Due - if paying with credit card

To book the venue

**Agreed and Accepted by:** **Date:**

I have read, understand and accept the terms of the rental summary of fees. Thalatta Estate's summary of fees agreement is null and void without an accompanying signed rental application agreement.

Updated and prepared by Vanessa Leycegui as of July 11, 2023

All information is kept confidential and used only for the purposes as noted above.

vleycegui@palmettobay-fl.gov

0000020 12/21/19

FLORIDA

# Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

| Certificate Number | Effective Date | Expiration Date | Exemption Category |
|---|---|---|---|
| 85-8012626335C-7 | 02/29/2020 | 02/28/2025 | PARENT/TEACHER ORG |

This certifies that

CORAL REEF ELEMENTARY PARENT
TEACHER ASSOCIATION
7955 SW 152ND ST
PALMETTO BAY FL 33157-2317

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

# Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

**Village of Palmetto Bay**
**Parks & Recreation Department**

Thallata Estate at Village of Palmetto Bay
**Administrative Fee Waiver for Not-For-Profit and Community Groups**

Name of Organization: Coral Reef Elementary Parent Teacher Association
Contact Person: Michelle Llambes Diaz FEI/EIN # 85-8012626385C-7
Title within Organization/Community Group: PTA President
Address: 7955 SW 152nd Street
City: Palmetto Bay State: FL Zip Code: 33157
Telephone: 305.608.9856 Web Site Address: cre-pta.org
E-Mail: michelle.cre.pta@gmail.com
Open to the Public: _____ Open to Group Members Only: X Annual Membership Dues: $ 15
Date Room Requested: January 25, 2024 Function Time: From 7pm to 11pm
Number of Hours: ~4 Estimated Attendance: 150-200 Food/Catering: X Yes _____ No
Room Rental Purpose: Fundraising and community building
Please provide a brief outline of your Organization/Community Group and indicate its objectives/services:
The PTA at CRE helps enrich our students' educational experience by providing clubs, programs, community events, teacher support, school upgrades, and more.
Please provide a written statement of need explaining why fee waiver is being request: This is a fundraising event that will allow us to provide the services and activities stated above as well as build our CRE community togetherness.

I have read, understand and agree to abide by the VOPB Park Rules & Regulations and Facility Rules & Regulations. I attest the applicant organization is eligible and meets the criteria for fee waiver as established in Ord. 2012-12. I understand that the Village has first priority for use of the Edward and Arlene Feller Community room over any nonprofit organization or community group, and the organization or community group will be required to move their meeting to another time and/or date to accommodate the Village's use of the room. Should the nonprofit organization or community group requesting and/or receiving an administrative waiver of the rental fees conduct a fund raising activity in the Edward and Arlene Feller Community Room, the organization or group will be required to pay the full rental amount. A request for waiver of the rental fees must be issued at least ten (10) days prior to the requested day of use. The Edward and Arlene Feller Community room can only be used for up to ten (10) hours a week by community groups or nonprofits. The Edward and Arlene Feller Community Room is limited to once per week by nonprofit organizations and community groups who are seeking use through administrative waiver of rental fees. I will assume full responsibility for cleaning the facility and returning the furnishings to their original position and otherwise have the facility ready for inspection following the rental. I understand and acknowledge that I am the representative of applicant organization and assume complete responsibility for any damage done to the facility or its furnishings during the period of my reservation. I understand the deposit may be refunded if facility is returned to its original condition. The Village of Palmetto Bay values and recognizes the role of community groups and organizations within the Village and I acknowledge the Village Manager shall review the request and award the room rental fee waiver. I understand this decision is final and not subject to appeal.

M. Llambes Diaz
Signature

8.14.2023
Date

Approved: ☐ Denied: ☐

Nick Marano, Village Manager

Fanny Carmona Gonzalez, Parks Director

Deposit $500 Check #: _____ Received by: _____

## Event/Facility Use Request Questionnaire

Date: 8.14.2023

Event Name: CRE Winter Formal

Name of Organization: Coral Reef Elementary Parent Teacher Association

Name of Organizer: Michelle Llambes Diaz

How many years have you conducted this event at our park? Ø

At least (3) Proposed Date(s)/Time(s) in order of Preference:

Date #1: January 25, 2024

Date #2: March 14, 2024

Date #3:

Estimated Attendance: 150-200 Park: Thalatta Estate

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

Fundraiser

Organization's Mission/Vision/Purpose:

The mission of the PTA is to make every child's potential a reality by engaging and empowering families and communities to advocate for all children. Our PTA at CRE carries out the PTA's mission by providing clubs, programs, teacher support, school upgrades, and community events that will enrich our students' educational experience as well as build a welcoming and caring school community.

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline). **Note: *You will not be permitted to conduct any additional activities, add new event components, unless your request for new items goes back to Village Council for approval.***

We will be using the space to host a formal event that will include a DJ, photobooth, Catering services & bar, and a Silent Auction.

Required Documents:

*Please upload the diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, parking, etc. Also show configuration and sizes of stage, booths/ tent(s) location, portable toilets, inflatables, games, etc.* ***Once the event is approved, a site meeting will be required with the Park Supervisor.***

**CLICK HERE TO UPLOAD THE SITE MAP**

Please include the Certificate of Liability Insurance.

*Name the Village of Palmetto Bay as additional insured-9705 East Hibiscus Street Palmetto Bay, FL 33157*

Not-for-Profit Documents with Federal Tax ID # 85-8012020335C-7

**CLICK HERE TO UPLOAD NON-PROFIT DOCUMENTS**

**********

**General:**

| Yes | No | |
|---|---|---|
| ☐ | ☒ | Is this event open to the general public? |
| ☒ | ☐ | Will there be an admission fee? If yes, please provide amount(s): Estimated to be between $65-$85/per person |
| ☒ | ☐ | Will you have music? Live ☒ Taped ☐ DJ ☒ We may have our school band perform for a short time. |
| ☒ | ☐ | Will there be on-site registration? _____ |
| ☐ | ☒ | Will there be sponsors or vendors on-site? If yes, please list them below. |

_____

_____

_____

Will your event require tents? Size:_____Quantity: _____

If tent is larger than 10'X10', please explain how the tent(s) will be grounded?

**Tents larger than 10' x10'require a separate permit from the building department.*

_____

_____

Will your event require a stage, or platform? Size:_____Quantity: _____
**Will require a separate permit from the building department.*

**Insert Image of Stage HERE (if applicable):**

**Area/Amenity of park to be used:** *(Please check all that apply)*

| | | | | |
|---|---|---|---|---|
| ☐ Recreation Room | ☐ Gazebo/Pavilion | ☐ Meditation Garden | ☐ Picnic Area | ☐ Ball Field #____ |
| ☐ Soccer Field | ☐ Football Field | ☐ Open Field Area | ☐ Volleyball Courts | ☐ Playground |
| ☐ Basketball Courts | ☐ Skate Park | ☐ Amphitheater | ☐ Covered Terrace | ☐ Open Terrace |
| ☐ Tennis Courts | ☐ Racquetball Courts | ☐ Walking/Jogging Trails | ☐ Entire Park | ☒ Other Thalatta Estate |

**Vendors:** Include names and check all that apply. All vendors must provide insurance certificate naming the Village as additional insured, have a Business Tax Receipt and a catering license from the State of Florida-Division of Hotels & Restaurants

☐ Caterer _____

☐ Food Trucks _____

☐ Amusement Rides (Bounce House, Mechanical etc.) _____

☐ Other _____

**AGENDA ITEM NO. 14.K**

# Item Cover Page

**REGULAR COUNCIL AGENDA ITEM REPORT**

| | |
|---|---|
| **DATE:** | September 11, 2023 |
| **SUBMITTED BY:** | Fanny Carmona, Parks and Recreation |
| **ITEM TYPE:** | Resolution |
| **AGENDA SECTION:** | RESOLUTIONS WITH PUBLIC COMMENT |
| **SUBJECT:** | A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COST ON MARCH 9, 2024, TO THE CYSTIC FIBROSIS FOUNDATION-CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Fanny Carmona, Parks & Recreation Director)* |

**SUGGESTED ACTION:**

**ATTACHMENTS:**

Memo-Cystic Fibrosis Foundation Kickball Tournament 2024
Reso-Cystic Fibrosis Foundation Kickball Tournament
Event-Facility Use Request Questionnaire Kick CF 2024

To: Honorable Mayor and Village Council

Date: September 11, 2023

From: Nick Marano, Village Manager

Re: Fee Waiver to the Cystic Fibrosis Foundation – Cure CF Miami for March 9, 2024, Kickball Tournament at Palmetto Bay Park

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**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COST ON MARCH 9, 2024, TO THE CYSTIC FIBROSIS FOUNDATION- CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

## BACKGROUND AND ANALYSIS:

The Cystic Fibrosis Foundation – Cure CF Miami is a local organization dedicated to fundraising efforts to aid in the research and development of treatments for Cystic Fibrosis complications. Toward this effort, Cure CF Miami is requesting a waiver of all fees for the use of Palmetto Bay Park for the purpose of conducting a fundraising kickball tournament on March 9, 2024. Teams will compete with the goal of ultimately playing with or against a team of celebrities. The Cystic Fibrosis Foundation – Cure CF Miami will follow all governing guidelines and make every effort to ensure the wellbeing of participants and spectators; and will comply with all applicable rules, regulations and Ordinances. Operationally, the tournament does not require marked/lined fields with the exception of the finals. In that teams arrive only for their respective game(s), parking issues normally associated with large tournaments are not anticipated. Overall, it's a fun day for all to enjoy.

## FISCAL IMPACT:

It is estimated that the formal rental cost of the needed fields would not exceed $1060. Additional staff cost to accommodate this event will not exceed $300.

Attachments (3):

- Event/Facility Use Request Questionnaire
- Site Plan
- Incorporation Status

# RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COST ON MARCH 9, 2024, TO THE CYSTIC FIBROSIS FOUNDATION- CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE.** *(Sponsored by Fanny Carmona, Parks & Recreation Director)*

**WHEREAS**, the Cystic Fibrosis Foundation has committed millions of dollars in researching treatments for Cystic Fibrosis; and

**WHEREAS**, this organization is continually conducting research to study this disease with the goal of developing a treatment and making a difference for people suffering from this condition; and

**WHEREAS,** Cure CF Miami is a local organization dedicated to raising funds to assist the Cystic Fibrosis Foundation's efforts in developing treatments, and wishes to conduct a one-day fundraising kickball tournament at Palmetto Bay Park and is requesting a waiver of all fees in utilization of the ballfields and associated amenities.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE OF PALMETTO BAY, FLORIDA, THAT:**

**Section 1.** The Cystic Fibrosis Foundation – Cure CF Miami is hereby authorized to use Palmetto Bay Park on March 9, 2024, for the purpose of conducting a fundraising kickball tournament, including scheduled games and associated activities.

**Section 2.** Any and all established user fees are hereby waived, and the Cystic Fibrosis Foundation – Cure CF Miami shall have use of the requested park amenities on March 9, 2024, at no cost, provided that the Foundation comply with all applicable rules, regulations and Ordinances.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED** and **ADOPTED** this _____ day of September 2023.

Attest:

| | |
|---|---|
| _____ | _____ |
| Missy Arocha | Karyn Cunningham |
| Village Clerk | Mayor |

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Leanne Tellam _____

Mayor Karyn Cunningham _____

## Event/Facility Use Request Questionnaire

Date: 7/14/23

Event Name: Kick CF With Bryant McKinnie & Friends Celebrity Kickball Tournament

Name of Organization: Cure Cystic Fibrosis Miami Foundation

Name of Organizer: Jerry Socherman

How many years have you conducted this event at our park? 7 years

At least (3) Proposed Date(s)/Time(s) in order of Preference:

Date #1: 3/9/24

Date #2: 12/05/2023

Date #3:

Estimated Attendance: 500 Park: Palmetto Bay Park

What Type of Event? (Run/Walk, Fundraiser, Concert, etc.)

Organization's Mission/Vision/Purpose:

Cure Cystic Fibrosis Miami Foundation's mission is to improve the lives of those affected with Cystic Fibrosis and to support the Cystic Fibrosis Foundation.

Event Description (please be very specific with all the activities being conducted. If possible, provide a timeline). **Note:** ***You will not be permitted to conduct any additional activities, add new event components, unless your request for new items goes back to Village Council for approval.***

A multi-team, family friendly kickball tournament. Teams compete in an effort to win the Tournament.
Celebrities will participate and play against a team of participants chosen through a drawing.
There will be a silent and live auction.
There is music from a DJ and possibly a choir.
Refreshments are provided.
Guests and non-players are welcome to attend.
Set up begins on Friday afternoon and evening and continues on Saturday morning at 6am.
Welcome is tentatively set for 9:30am.
Play begins at 10:15am.
Tournament should end by 8pm.
Breakdown to follow.

Required Documents:

**I.** **Detailed Site Plan.** *Please upload the diagram of the set-up for the event. Show as much detail as possible. Show crowd flow, seating, parking, etc. Also show configuration and sizes of stage, booths/ tent(s) location, portable toilets, inflatables, games, etc.* ***Once the event is approved, a site meeting will be required with the Park Supervisor.***

**CLICK HERE TO UPLOAD THE SITE MAP**

**II.** Please include the Certificate of Liability Insurance. *****Required once event is approved via Resolution***

*Name the Village of Palmetto Bay as additional insured-9705 East Hibiscus Street Palmetto Bay, FL 33157*

**III.** Not-for-Profit Documents with Federal Tax ID # 82-3555800

**CLICK HERE TO UPLOAD NON-PROFIT DOCUMENTS**

**********

**General:**

| Yes | No | |
|---|---|---|
| ☑ | ☐ | Is this event open to the general public? |
| ☑ | ☐ | Will there be an admission fee? If yes, please provide amount(s): $20 - $25 |
| ☑ | ☐ | Will you have music? Live ☑ Taped ☐ DJ ☑ |
| ☑ | ☐ | Will there be on-site registration? Limited |
| ☑ | ☐ | Will there be sponsors or vendors on-site? If yes, please list them below. |

***Please review Noise ordinance.*** ***You will be required to face the speakers in a certain direction depending on the park where your event is being hosted.***

To be determined

Will your event require tents? Size: 10'x10' Quantity: Approx. 25

If tent is larger than 10'X10', please explain how the tent(s) will be grounded?

*Tents larger than 10' x10'require a separate permit from the building department.

Will your event require a stage, or platform? Size: 24' x 40' Quantity: one

**Will require a separate permit from the building department.*

**Insert Image of Stage HERE (if applicable):**

**Area/Amenity of park to be used**: (*Please check all that apply*)

| | | | | |
|---|---|---|---|---|
| ☐ Recreation Room | ☑ Gazebo/Pavilion | ☐ Meditation Garden | ☑ Picnic Area | ☑ Ball Field # 1-6 |
| ☑ Soccer Field | ☑ Football Field | ☑ Open Field Area | ☐ Volleyball Courts | ☐ Playground |
| ☐ Basketball Courts | ☐ Skate Park | ☐ Amphitheater | ☐ Covered Terrace | ☐ Open Terrace |
| ☐ Tennis Courts | ☐ Racquetball Courts | ☐ Walking/Jogging Trails | ☑ Entire Park | ☐ Other _____ |

**Vendors:** Include names and check all that apply. All vendors must provide insurance certificate naming the Village as additional insured, have a Business Tax Receipt and a catering license from the State of Florida-Division of Hotels & Restaurants

☐ Caterer _____

☐ Food Trucks _____

☐ Amusement Rides (Bounce House, Mechanical etc.) _____

☑ Other Tents, Tables, Chairs - Vendor to be determined