VILLAGE OF PALMETTO BAY

Mayor Karyn Cunningham
Vice Mayor Mark Merwitzer
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.

AGENDA
REGULAR COUNCIL MEETING
WEDNESDAY, SEPTEMBER 17, 2025 – 5:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

(CONTINUATION FROM THE SEPTEMBER 8, 2025, REGULAR COUNCIL MEETING)
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** None.

3. **APPROVAL OF MINUTES**

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. Monthly Report

B. Litigation Expenses

C. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Calendar Update: September 2025

8. BOARD AND COMMITTEE REPORTS

A. Art-in-Public Places Advisory Board Meeting (May 29, 2025)

B. Tree Advisory Board Meeting (March 31, 2025)

C. Tree Advisory Board Meeting (June 30, 2025)

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 T0 COUNCIL BENEFITS; VESTING THE AMOUNT OF FIVE HUNDRED ($500.00) A MONTH FOR TWO YEARS OF HEALTH BENEFITS FOR EACH FOUR-YEAR TERM OF SERVICE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Passed on First Reading on July 7, 2025, Regular Council Meeting)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING ARTICLE II, DIVISION I, AT SECTION 2-47, “AGENDA PROCEDURE”, BY AMENDING THE “ORDER OF BUSINESS”, “PROPOSED AGENDA ITEMS”, AND “AGENDA CLOSING DATES”; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria) (Passed on First Reading on July 7, 2025, Regular Council Meeting)*

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 30, SECTION 30-50.19 OF THE CODE OF ORDINANCES STYLED: "VILLAGE MIXED USE DISTRICT, VMU" BY CREATING REFERENCE TO FINAL JUDGMENT AND SETTLEMENT AGREEMENT PERTAINING TO PROPERTY LOCATED WITHIN VMU DISTRICT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney, John Dellagloria)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING CHAPTER 33 TO THE VILLAGE CODE OF ORDINANCES TITLED “POLICY FOR THE REQUIRED USE OF VILLAGE-ISSUED DEVICES;” ESTABLISHING REQUIREMENTS FOR THE USE OF ELECTRONIC DEVICES DURING PUBLIC MEETINGS; REQUIRING THE USE OF VILLAGE-ISSUED DEVICES BY VILLAGE COUNCIL MEMBERS AND CHARTER OFFICERS; PROHIBITING UNAUTHORIZED NETWORK ACCESS; ESTABLISHING COMPLIANCE PROCEDURES; PROVIDING FOR ENFORCEMENT PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING LITIGATION INITIATED BY A COUNCILMEMBER AGAINST THE VILLAGE OR COUNCILMEMBER; REQUIRING THAT THE COUNCILMEMBER INITIATING SUCH LEGISLATION, OR ANY ENTITY OWNED OR CONTROLLED BY THAT COUNCILMEMBER, SHALL BE RESPONSIBLE FOR PAYING ATTORNEYS’ FEES AND COURT COSTS IF THE VILLAGE OR COUNCILMEMBER NAMED AS DEFENDANT IS DETERMINED TO BE THE PREVAILING PARTY; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PUBLIC RECORD REQUESTS; REQUIRING THE MAYOR, VICE MAYOR, AND COUNCILMEMBERS TO BE RESPONSIBLE FOR PAYMENT FOR OFFICIAL PUBLIC RECORDS REQUESTS ON THE SAME TERMS AS REQUIRED OF THE PUBLIC; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

12. CONSENT AGENDA

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, RELATED TO PROCUREMENT; APPROVING THE FINAL NEGOTIATED AGREEMENT WITH DIADEM SPORTS, LLC. FOR MANAGEMENT AND OPERATION OF THE VILLAGE’S INDOOR PICKLEBALL CENTER UNDER A REVENUE-SHARE ARRANGEMENT; APPROVING

BUSINESS TERMS INCLUDING REVENUE SHARE, MINIMUM PAYMENTS, RESIDENT BENEFITS, OPERATING STANDARDS, REPORTING, AND VILLAGE USE RIGHTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Parks & Recreation Director, Fanny Carmona)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE SETTLEMENT OF THE CASE OF STEPHEN CODY V. VILLAGE OF PALMETTO BAY AND MARK MERWITZER; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; ISSUING A FORMAL CENSURE TO COUNCILMEMBER MARSHA MATSON FOR VIOLATING HER OATH OF OFFICE AND FLORIDA LAW BY WILLFULLY AND IMPROPERLY REMOVING HERSELF FROM VILLAGE HALL TO AVOID A VOTE ON A RESOLUTION WHICH WAS OF GREAT PUBLIC IMPORTANCE, RESULTING IN DENYING THE COUNCIL OF A SEATED QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING A NEW AGREEEMENT IN LIEU OF THE EXSITING CONTRACT WITH THE VILLAGE ATTORNEY, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE "SHOP PALMETTO BAY' INITIATIVE, DIRECTING THE VILLAGE MANAGER TO DEVELOP AND IMPLEMENT A PLAN IN WHICH THE VILLAGE PRIORITIZES PALMETTO BAY BUSINESSES INCLUDING BUT NOT LIMITED TO VILLAGE PURCHASING OF SUPPLIES AND SERVICES, ENCOURAGES RESIDENTS TO SHOP LOCALLY, AND PROMOTES PALMETTO BAY BUSINESSES THROUGH VILLAGE MEDIA AND EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Deferred from the Regular Council Meetings of June 2, 2025 and July 7, 2025)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO VILLAGE-WIDE TRAFFIC CALMING IMPROVEMENTS; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE DESIGN, PERMITTING, AND BIDDING SUPPORT FOR LANE ADDITIONS GENERALLY LOCATED AT SW 87TH AVENUE AND SW 168TH STREET; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($99,920.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF

PALMETTO BAY, FLORIDA, ADOPTING A COMPREHENSIVE TRAVEL AND EXPENSE REIMBURSEMENT POLICY; ESTABLISHING A LOWEST COST DUTY AND MOST ECONOMICAL MEANS REQUIREMENT; SETTING MAXIMUM CAPS FOR MEALS AND LODGING; RESTRICTING TIPS AND GRATUITIES; PROHIBITING PARKING NEAR TRANSIT STATIONS; PROHIBITING AUTOMOBILE-RELATED REIMBURSEMENTS WHEN A CAR ALLOWANCE IS PAID; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING TREE PRESERVATION PROTOCOLS FOR ALL VILLAGE-OWNED OR LEASED PROPERTY; REQUIRING EARLY IDENTIFICATION OF TREE RESOURCES DURING PROJECT PLANNING; PRIORITIZING ON-SITE PROTECTION AND PRESERVATION OF SPECIMEN TREES CONSISTENT WITH THE VILLAGE CODE AND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP); ESTABLISHING KEY PERFORMANCE INDICATORS AND REPORTING REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer) (Deferred from the July 7, 2025, Regular Council Meeting Agenda)*

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. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: September 17, 2025

SUBMITTED BY: Missy Arocha, Village Manager's Office

ITEM TYPE: Report

AGENDA SECTION: VILLAGE MANAGER'S REPORT

SUBJECT: Departmental Updates

SUGGESTED ACTION:

ATTACHMENTS:
Manager's Report - Sep. 2025

Manager's Report

FINANCE

June

- The expenditures in June 2025 were $ 1,948,193, 8.76% of the total budget, compared to budgeted expenditures of $1,852,763, an overage of .43% for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,852,763 or 8.33% per month. This does not consider the timing of expenditures such as annual bond payment or seasonal events such as Summer Camp or Village events.

- The overage is due to litigation expenditures and summer camp activities.

- YTD the Village has spent $14,640,711 or 65.85% compared to budgeted expenditures of $16,674,867 or 75%.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
6/6/2025	47225	BEEFREE, LLC.	FREEBEE RIDE 05/01-05/31	$20,677.80
6/6/2025	47231	FLORIDA MUNICIPAL INSURANCE	FMIT 1028 4TH INSTALLMENT FY 24/25	$249,249.50
6/6/2025	47244	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - MULTI-PURPOSE RECREATIONAL FACILITY - CORAL REEF PARK	$228,346.47
6/13/2025	47286	COBRA LEGAL SOLUTIONS, LLC.	LUXCOM V. VILLAGE OF PALMETTO BAY	$18,257.13
6/13/2025	47316	Marlin Engineering, Inc.	MULTI-MODAL TRANSPORTATION MASTER PLAN	$22,293.81
6/13/2025	47316	Marlin Engineering, Inc.	TRAFFIC STUDY FOR TRAFFIC CALMING - FY 24/25	$15,214.65
6/13/2025	47341	UKG KRONOS SYSTEMS LLC	EMERGENCY REPLACEMENT NOVATIME TIMECLOCKS	$12,533.49
6/27/2025	47352	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 24/25	$15,414.80

6/27/2025	47361	NXT GEN TECHOLOGIES, INC.	SUBSCRIPTION RENEWAL NUTANIX CLOUD INFRASTRUCTURE (NCI) STARTER SOFTWARE LICENSE	$21,645.36
6/27/2025	47371	TRAFFIC LOGIX CORP	7 TEMPORARY SPEED HUMPS	$24,918.00
6/27/2025	47373	WEISS SEROTA HELFMAN	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	$124,868.00
6/27/2025	47380	Civil Works, Inc.	SW 184 ST SIDEWALKS	$20,200.00
6/27/2025	47385	CUTLER BAY CARTS	NEW LIFTED CLUB CAR ONWARD - SIX PASSENGER - GAS	$20,645.63
6/27/2025	47392	HAHN CONSTRUCTION ENGINEERING	CARTEE RD. NEIGHBORHOOD WATER MAIN EXTENSION	$148,070.46
6/27/2025	47407	THE STREET PLANS COLLABORATIVE	SAFE STREETS AND ROADS FOR ALL (SS4A)	$75,513.86

July

- The expenditures in July 2025 were $ 1,637,751, 7.37% of the total budget, compared to budgeted expenditures of $1,852,763, a surplus of .96% for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $1,852,763 or 8.33% per month. This does not consider the timing of expenditures such as annual bond payment or seasonal events such as Summer Camp or Village events.

- YTD the Village has spent $ 16,286,871 or 73.25% compared to budgeted expenditures of $18,527,630 or 83.33%.

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
7/3/2025	47429	AQUATIC CONTROL GROUP, INC.	CANAL MAINTENANCE - 2024	$13,200.00
7/11/2025	47479	BEEFREE, LLC.	FREEBEE RIDE JUNE	$19,882.50
7/11/2025	47505	ELAN CITY, INC.	8 RADAR SIGNS	$24,100.00
7/11/2025	47483	HARTEC GROUP, INC.	PAVING AND DRAINAGE IMPROVEMENTS - SUB-BASIN 44	$314,108.00
7/11/2025	47509	I2 VISUAL, INC.	PBP SOFTBALL SCOREBOARD REPLACEMENTS	$109,197.00
7/11/2025	47486	Metro Express, Inc.	SIDEWALK IMPROVEMENTS - 2024-2025	$30,480.00

7/11/2025	47525	URBAN SDK, INC.	SPEED, DELAY AND CONGESTION, AND VOLUME DATA	$17,000.00
7/11/2025	47495	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - MULTI-PURPOSE RECREATIONAL FACILITY - CORAL REEF PARK	$161,957.71
7/11/2025	47496	WEISS SEROTA HELFMAN	006-1 YATCH CLUB AT LUXCOM -BERT HARRIS CLAIM	$88,409.66
7/18/2025	47528	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 24/25	$14,424.30
7/18/2025	47530	COBRA LEGAL SOLUTIONS, LLC.	LUXCOM V. VILLAGE OF PALMETTO BAY	$17,867.97
7/18/2025	47553	DEERE & COMPANY	PURCHASE OF ONE (1) JOHN DEERE 4044M COMPACT UTILITY TRACTOR	$32,443.29
7/18/2025	47561	HEADWAY CONSTRUCTION LLC	CRP - SPLIT-RAIL FENCING REPLACEMENT	$57,600.00
7/18/2025	47564	Marlin Engineering, Inc.	MULTI-MODAL TRANSPORTATION MASTER PLAN	$21,356.51
7/25/2025	47621	THYSSEN KRUPP ELEVATOR	ELEVATOR HYDRAULIC LINE REPLACEMENT AT VILLAGE HALL	$23,978.25
7/25/2025	47624	WSP USA INC.	RESILIENCE ACTION PLAN: TASK 1-TASK 11	$12,957.29
7/25/2025	47589	HARTEC GROUP, INC.	PAVING & DRAINAGE IMPROVEMENTS - SUB BASIN 57/96	$203,778.55
7/25/2025	47605	Kimley-Horn and Associates, In	CRP MULTIPURPOSE ROOM - OWNER REPRESENTATIVE SERVICES	$12,853.90

IT DEPARTMENT

June

1. Help Desk statistics:
   a. 504 work orders created
      i. 192 (38%) submitted by system monitors and cybersecurity notifications.
      ii. 312 (62%) submitted by staff.
   b. 494 (98%) work orders completed.
2. Participated in Verizon's Frontline Roadshow focused on emergency and storm preparedness communication technologies.

July

1. Help Desk statistics:
    a. 438 work orders created
        i. 201 (46%) submitted by system monitors and cybersecurity notifications.
        ii. 237 (54%) submitted by staff.
    b. 429 (98%) work orders completed.
2. Attended the FLGISA Annual Conference and commenced the Certified Government CIO certification program.
3. Replaced the core firewall at Village Hall.

Upcoming Goals

1. Complete the Village Hall network reorganization and secure Wi-Fi implementation.
2. Assist Finance Dept. in completing their Tyler EERP implementation (servers, network changes).
3. Assist Parks Dept. in completing their MyRec.com parks management system implementation.
4. Migrate Tyler Cashiering environment to the cloud.

HUMAN RESOURCES

June

- 2 Recruitment Ad
    - Jr. Cam Counselor (seasonal) 6/2-9/2025
    - Recreation Attendant; 6/18 – 7/2/2025
- 33 Applications Reviewed
    - Jr. Cam Counselor (Seasonal)
    - Recreation Attendant
    - 6 Interviews scheduled
    - Jr. Camp Counselor (Seasonal)
    - Recreation Attendant
    - Park service Aide
- 8 Pre-Employment Meetings
    - Jr. Camp Counselor (Seasonal)
    - Recreation Attendant
    - Park service Aide
- 22 New Hires
    - Planning & Zoning Administrator
    - Seasonal (21)
- 1 Training Sessions
- 1 Separation of Employment
    - Park Service Aide
- 5 Transfers/Updates/Evaluations

July

- 1 Recruitment Ad
  - Recreation Attendant; 6/18 – 7/2/2025
- 5 Applications Reviewed
  - Recreation Attendant
- 0 Interviews scheduled
- 0 Pre-Employment Meetings
- 3 New Hires
  - Park Service Aide
- 3 Training Sessions
- 17 Separation of Employment (seasonals only)
- 14 Transfers/Updates/Evaluations
- Staffing Update as of 8/11/2025 (12 Vacancies)

Positions on Hold		
10 Full-time positions		
Department	**Position**	**Status**
Village Clerk	Admin. Assistant (1)	On hold per VC
Planning & Zoning	Zoning Administrator (1)	Temporarily on hold
Public Services	Administrative Aide (1)	Pending further direction from Director
	Maintenance Worker II (1)	On hold per VM
	Tree Trimmer (1)	On hold per Director
	Maintenance Worker I – Facilities (2)	On hold per VM
Parks & Recreation	Maintenance Worker I – Parks (1)	Pending further direction from Director
	Parks & Recreation Supervisor (2)	On hold per Director
2 Part-time positions		
Parks & Recreation	Park Service Aide (1) Recreation Attendant (1)	On hold per VM On hold per VM

COMMUNICATIONS

June

- 55 FB/Twitter Postings (including event and meeting postings)
- 10,183 FB Followers
- 69 New FB followers
- 8,095 Instagram Followers
- 334 New IG Followers
- 8,686 Email Subscribers
- 6 Videos Produced
- SAVE Video
- New Artisan & Farmers Reel
- Hurricane Season Reel
- Mayor Message Video

- Turtle Awareness Video
- Tri-City Emergency Fair Video

- 2 Village Vibes Bi-Weekly E-Newsletters
  - 6/07 Village Vibes
  - 6/21 Village Vibes
- 18 Promotional/Informational Campaigns – **20 Posts**
  - Save Video – 2
  - CPR Event – 1
  - Street by Street – 1
  - DMB on Wheels – 1
  - Stretch Class – 1
  - Self Defense – 1
  - Summer Camp – 2
  - Tri-City Emergency Prep Event - 4
  - Rotary Club – 1
  - Artisan & Farmers Market – 2
  - Business Owner Grant – 1
  - Battery Recycling – 1
  - Hiring – 1
  - Turtle Awareness – 1
  - Protect the Bays – 1
- Meetings Broadcast: **4**
  - 6/16 Hybrid Zone Hearing
  - 6/25 Hybrid Special Council Meeting
- Events Attended/Promoted: **7**
  - 6/9 League of Cities New President Event
  - 6/12 Annual Chamber South
  - 6/13 Huey Magoo Opening Ceremony
  - 6/13 Women Are Veterans Too Summit
  - 6/16 Tri-City Hurricane Preparedness Event
  - 6/18 Senior Candle Workshop
- Baybot User Interactions: **176**

July

- 53 FB/Twitter Postings (including event and meeting postings)
- 10,274 FB Followers
- 91 New FB followers
- 8,095 Instagram Followers
- 292 New IG Followers
- 8,741 Email Subscribers
- 10 Videos Produced
- SAVE Video
- Gun Safety Video
- Mayor Message Independence Day
- Mayor Clocks In Chik-fil-A
- Gun Safety Reel

- Sunset Eats Reel
- Sunset Eats Reel 2
- National Night Out Reel
- Summer Camp Highlight Reel
- Tennis Camp Recap Reel
- Budget Workshop Project

- 2 Village Vibes Bi-Weekly E-Newsletters
  - 7/05 Village Vibes
  - 7/19 Village Vibes
- 13 Promotional/Informational Campaigns – **22 Posts**
  - Save Video – 2
  - Gun Safety Campaign – 2
  - Parks and Rec Appreciation – 4
  - Business Improvement Grant – 1
  - Sunset Eats – 3
  - Self Defense Class – 1
  - Garden Workshop – 2
  - Blood Donation – 1
  - Looking or Artist – 1
  - Legacy Brick – 1
  - National Night Out – 3
  - Sheriff Kerr County Donation – 1
  - Back to School no Tax - 1
  - BeStrong Backpack Donation - 1
- Meetings Broadcast: **3**
  - 7/21 Hybrid Zone Hearing
  - 7/07 Hybrid Regular Council Meeting
  - 7/30 Budget Workshop
- Events Attended/Promoted: **7**
  - 7/1 Mayor visits Summer Camp
  - 7/17 Mayor visits Artsouth Summer camp
  - 7/25 Chamber South Event
  - 7/28 Mayor visits Discovery Camp
  - 7/29 Kia Kidz
- Baybot User Interactions: **152**

GRANTS

June

- New Grant Applications (1)
  - Safe Streets for All FY 2025 – Demonstration Grant
- Closed Grants (0)
- Grants Approved (0)

- Active Grants (14)
  - Palmetto Bay Park Improvements, Phase 1-Florida Recreation Development Assistance Program (FRDAP) – closeout package in review by agency
  - Coral Reef Park Trail Renovations-Recreational Trails Program (RTP) – closeout package in review by agency
  - Florida Recovery Obligation Calculation (F-ROC) – 2025 disaster season documents completed
  - Sub-Basin 43 (Hazard Mitigation Grant Program) – reimbursement 2 in review by agency
  - Sub-Basin 43 (State Appropriation)
  - Sub-Basin 44 (State Appropriation)
  - Sub-Basin 57/96 (State Appropriation)
  - Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – pending request for reimbursement
  - Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development – period of performance extension in review
  - Transportation Planning Organization – Multimodal Transportation Master Plan – reimbursement 2 pending
  - Justice Assistance Grant – Stop the Bleed training supplies – all items received, closeout anticipated August 2025
  - Senior Assistance for Veterinary Emergencies (SAVE) Council Program – collaborating with Finance during program duration
  - Pre-Award Process – Veterans Park Phase 1 Appropriation – pre-award application submitted
  - Pre-Award Process – Sub-basin 12 Stormwater Quality Improvement - pre-award application submitted

July

- New Grant Applications (1)
  - Florida Recovery Obligation Calculation (F-ROC) 2026 - participation form submitted, preparing Abatement Activities for Finance and Public Service review

- Closed Grants (0)

- Grants Approved (0)

- Active Grants (15)

  - Palmetto Bay Park Improvements, Phase 1-Florida Recreation Development Assistance Program (FRDAP) – *final reimbursement received, closeout confirmation pending from agency*
  - Coral Reef Park Trail Renovations-Recreational Trails Program (RTP) – *closeout package in review by agency*
  - Florida Recovery Obligation Calculation (F-ROC) – *2025 disaster season documents completed*
  - Sub-Basin 43 (Hazard Mitigation Grant Program) – *reimbursement 2 in review by agency*
  - Sub-Basin 43 (State Appropriation)

- Sub-Basin 44 (State Appropriation)
- Sub-Basin 57/96 (State Appropriation)
- Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – *pending request for reimbursement*
- Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development – *period of performance extension approved*
- Transportation Planning Organization – Multimodal Transportation Master Plan – *reimbursement 2 pending*
- Justice Assistance Grant – Stop the Bleed training supplies – *all items received, closeout anticipated August 2025*
- Senior Assistance for Veterinary Emergencies (SAVE) Council Program – *collaborating with Finance during program duration*
- Palmetto Bay "Adopt-A-Pet" Council Program – *collaborating with Communications and Finance in preparation for launch and resident participation*
- *Pre-Award Process* – Veterans Park Phase 1 Appropriation – *pre-award application submitted*
- *Pre-Award Process* – Sub-basin 12 Stormwater Quality Improvement - *pre-award application submitted*

PARKS & RECREATION

June

Palmetto Bay Park

- Ballet at the Park Summer Camp Week of July 28, 2025
- Ballet at the Park: Friday Adult and Private Lessons 12pm – 6pm
- I9 Sports: on Saturdays and Sundays 8am - 2pm
- MJ Hoops: Tuesdays, Wednesdays, and Thursdays 5:45pm & 8:30pm
- Bay Lions Soccer Club: Tuesday, Thursdays & Friday 4pm-6pm
- Travel Softball: Stingrays: Monday/Friday 4pm, 6pm & 8pm
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Senior's Day Out at the Movies: July 17 11-3pm
- Pickleball Reservations: 0
- Total Softball Games: 0
- Total Softball Practices: 88
- Total Pavilion/Rec Room Rentals: 4

Coral Reef Park

- Pickleball Reservations – 0
- Tennis Court Rentals: 1036
- Picnic Areas/Pavilion/Gazebo Rentals: 29
- Baurball Soccer Training, Weekdays 4 - 6pm
- Beast Volleyball Monday, Wednesday and Friday 5 - 6pm: 18
- Palmetto Bay Summer Camp: June 9 – July 25 8am-6pm
- Palmetto Bay Tennis Camp: June 9 – August 8 9am – 12pm

Perrine Community

- 2 Programs
- 12 Waiver
- 2 Rentals

Ludovici Park

- 6 Programs
- 8 Rentals
- 19 Waiver

Thalatta Estate

- 8 Programs
- 18 Photoshoot
- 1 Event
- 9 Waiver

Fee Waivers- Requested and Granted in June - July 2025

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
The Rising Start Foundation	6-20 & 7-3, 2025	9am-11am	Palmetto Bay Park-Pavillion	Meeting	$ 185.00	6/4/2025
The Posse Foundation	Tuesday, 08-19-25	6:30-10pm	Perrine Community House	Recruitment	$ 460.00	7/1/2025
Palmetto Branch Library	Saturday, 07-18-25	9am-3pm	Perrine Community House	Children's Holiday Program	$ 209.05	7/2/2025
CIAM Casa Italia a Miami Corp	Saturday, Jan – Dec 2025	9am –11am	EAF Community Room	Italian Classes for Children	$3,484.00	7/17/2025
FAMU	Saturday, 08-09-25	11am – 1pm	EAF Community Room	Annual Scholarship Award ceremony	$268.00	7/18/2025
Everglades Foundation	Thursday & Friday 7/30 & 31, 2025	7am – 5pm	Thalatta Estate	Teacher Professional Development	$740.00	7/18/2025

2025 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet At the Park: Monday – Friday 4-8pm
- I9 Sports: Saturdays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm-8:30pm
- Juventus Soccer Club: Off-resumes September
- Bay Lions Soccer Club: Off- resumes mid-July
- Howard Palmetto Baseball Softball Association taking registrations for Fall League; practices through September 25; Games begin September 27, 2025
- Travel Softball: Stingrays, Rock Gold, Lady Canes, SF Contenders: Monday-Friday 6pm & 8pm

Coral Reef Park

- Palmetto bay Soccer season starts: Sept. 2nd 4pm-7pm Games Start Friday, Sept.12th
- Bay Lions Soccer Club season starts August 11th 430p – 7pm (Games are Sundays)
- Junior Team Tennis begins September 20th on Saturdays 9am –3pm
- Howard Palmetto Baseball (T-Ball) Saturdays 830am and 10am, (Games start on September 13th)
- Orange Ball and Green Ball Tennis, Tuesdays and Thursdays, (4pm – 630pm) Starts on September 2nd
- Baurball Soccer Training, Weekdays 4pm – 6pm
- Beast Volleyball –Tuesday, Thursday and Friday; 5-6:30pm
- Phoenix Volleyball Tuesday and Thursdays, 5-6:30pm
- TTT Fitness, Monday - Thursday, Saturday 9am-10am and 5pm-6pm

Perrine Community House

- 3 Programs

Thalatta Estate

- 0 Rental
- 0 Rehearsal
- 4 Photoshoot
- Yoga by the Bay – Sundays, 9:30-10:30am
- Gardening Workshop – Saturday, 9/20/25 at 9:30am
- Senior Glam day – Tuesday, September 16 at 11am
- Garden Club – every fourth Tuesday at 6pm

Ludovici Park

- Cutler Bay Community Theater – Mondays, 6/9- at 7pm
- HOLD – Musicore – first and third Tuesdays of the month and second and forth Thursdays of the month at 3:30-5:30 PM
- Core and Stretch Class – every Wednesday at 10:30am
- VPB Library Teen Advisory – every Wednesday at 4pm
- PBBA Luncheon – first Thursday of the month at 12pm

- HOLD – Salvation Army Board Meeting
- Italian Classes for Kids – every Saturday at 9am
- Dance Workshop – every second and forth Monday of the month at 10:30am
- VPB Library Tai Chi Classes - Tuesday September 9 at 6PM
- VPB Library Adult Book Club - Third Thursday of the month at 3pm
- VPB Library Yoga – Saturday, July 16 at 11am
- Discovery Lab Summer Camp – Monday to Friday at 8am
- Garden Club – fourth Tuesday of the month at 6pm
- Emily's Bridal Shower 9/28/2025

Park Projects

Palmetto Bay Park Irrigation Redesign – Calvin Giordano

- 12/13/2024 submittal package for Building Department review
- 4/25 Release ITB
- 6/9 one (1) Bid Received
- Re-bid to be scheduled

Coral Reef Park – Design-Build Recreation Center

- Execution of design-Build Contract with Waypoint Construction January 2024
- Currently under construction
- Expected Date of Completion - December 2025

Coral Reef Park Pineland and The Woods

- Task 4-continue management of rock pineland.
- Prescribed burn: In consultation with Miami Dade's Division of Natural Areas Management regarding readiness and timeline for prescribed burn following amendment to Coral Reef Park Pineland Management Agreement

The Woods

- Working on possible grant opportunity
- Currently developing RFP

Veteran's Park

- 100% Plans Received December 2024
- Kimley Horn Currently working on permits
- RFP for construction of Phase 1 to be Released 2025
- Woody Williams Foundation for the Gold Star families Memorial Monument – Under Contract and ordered

Palmetto Bay Park Scoreboards

- Approval by Village Council – i2 Visual, Inc
- Execute Contract 2/27/2025
- Scoreboards installed 6/2 thru 6/11/2025 – pending inspections and sod replacement
- Posts on Fields 1-5 to be repainted

Palmetto Bay Park – New Mower
- Recently confirmed delivery November 2025

Pickleball Center
- April 7, 2025, Council consideration of unsolicited proposal
- Approved to follow the State Statue 255.065 for the UP process
- Council approved indoor Pickleball Center

Parks Tractor
- Village Council approved February 3, 2025
- Purchase Order issued; New Tractor Delivered to Coral Reef Park

Coral Reef Park Playground Improvements
- 12/9/24 approved by Village Council
- 1/25 processing contract and purchase order
- Installation scheduled to begin October 27, 2025, with completion date of December 19, 2025

Skate Park – Palmetto Bay Park
- Release RFP February 2025
- Pre-submission Meeting 2/18/2025
- Received 2 Proposals on 3/7/2025
- Proposal approved by Village Council 6/2/2025
- Awaiting commitment of start date

Thalatta Enclosed Pavilion Design
- 2/25 Procure a professional consultant for design of enclosed pavilion
- 3/4/2025 On-site meeting with Chisholm Architects
- 3/12/2025 Received Proposal from Chisholm Architects
- Purchase Order and NTP pending with Chisholm Architects
- NTP issued; 40% of Phase 1 completed

Coral Reef and Palmetto Bay Parks Asphalt Trail Rehab
- Invitation to bid issued and five (5) bids received
- Recommended vendor approved by Village Council 6/2/2025
- Execution of contract in progress
- Contract signed; meeting with contractor 8/15/2025 at Palmetto Bay Park

PUBLIC SERVICES

June

- **Freebee Ridership:**

1413 Completed Rides (C.R.)
1663 Total Passengers
Ridership has decreased by -132 C.R since April and decreased by -118 C.R. since May

- **IBus Ridership:**

542 A.M. Route
605 P.M. Route **Total: 1,147 Riders**
Ridership has increased by -286 since April and decreased by -386 since May

- **Facilities Maintenance Division**

155 Open Work Orders – *63 More than April* *-8 less than May*
164 Closed Work Orders – *93 More than April* *41 More than May*

- **Public Works**

3 - Signs Repaired/Installed	*-3 less than April*	*-2 less than May*
0 - Graffiti Removal	*-4 less than April*	*-2 less than May*
4 - Pothole/Shoulder Repairs	*-1 less than April*	*1 more than May*
14.68 - Tons of Debris/Trash Removal	*1.17 more than April*	*0.77 more than May*
83 - Drain Cleaning/Repairs (inlet tops)	*-18 less than April*	*-173 less than May*
1,041 - Linear feet of sidewalks installed	*777 more than April*	*1,041 more than May*
0.00 - Paving Linear ft	*0.00 same as April*	*0.00 same than May*
26 - Sidewalks inspected	*26 more than April*	*26 more than May*
20 - Drainage Inspection	*20 more than April*	*-2 less than May*
47 - Catch Basin	*-4 less than April*	*-4 less than May*
0 - Outfalls	*0 same as April*	*-5 less than May*
2058 - Linear Feet Pipe	*-4267same as April*	*829 more than May*
0 - Canal Cleaning/ Clearing	*0 same as April*	*2 less than May*
0 - Flooding Investigations & Resolutions	*0 less than April*	*-13 less than May*
3 - Complaints Reported to MDC	*-2 same as April*	*-7 less than May*
154 - Trees/Shrub Trimming/Removal	*2 same as April*	*5 more than May*
209 - Tree & Landscaping Inspections	*-128 less than April*	*-41 less than May*

Capital Projects

- Advertised ITB for Drainage Sub Basin 12. Bids are due on Monday June 16th, 2025.
- Complete FY24-25 Sidewalk Replacements.
- Sod installed, roadway restoration for Sub Basin 57/96 complete. Conducted Final Inspection and generated Punch List items for items needing correction. We should have everything complete/Final acceptance in August.
- Continue working on construction of Drainage Sub Basin 44.
- Continue working on SW 174TH Street complete Streets project. Concrete work and Milling & Resurfacing are complete. Light poles scheduled for delivery in August.
- The VPB Building Dept. Started the permitting process for SW 92ND Avenue Complete Streets Project. Have requested shop drawings.
- Advertised ITB for Painting of Village Hall.
- Completed Landscape installation in SW 174TH Street planters.
- Completed SW 82ND Avenue Bike Lanes permitting process with Miami Dade County
- Continue working on PS Parking Lot permitting process with Miami Dade County (RER Requested additional analysis)
- Completed Sub Basin 42 permitting process with Miami Dade County
- Continue working on Sub Basin 39 permitting process with Miami Dade County (RER Requested additional analysis)

Upcoming Projects - September

- Continue working with grant agencies to secure construction funding for Sub
- Items for September Regular Council Meeting include the Design & Permitting of Roadway improvements for SW 168TH Street and SW 87TH Avenue, Completion of Sidewalk Gaps along SW 184TH Street, and Recommendation of Contract award for Drainage Sub Basin 12.
- Review & Implementation of FY24-25 Village wide Traffic Calming Improvements.
- Continue to work with FPL on securing & installing lights near the Intersection of Traffic Circle of SW 168TH Street and SW 82ND Avenue.
- Continue working on construction of Drainage Sub Basin 44.
- Continue working on SW 174TH Street complete Streets project installation of light poles and Punchlist/Final Inspection and Acceptance.
- Issue NTP for construction of SW 92ND Avenue Complete Streets Construction.
- Coordinate/Prepare ITB for Painting of Village Hall.
- For October Regular Council Meeting includes recommendation of award for Village Hall Municipal Center and Public Services Building Exterior Improvements Project.
- Revisit Transit, FDOT grant to cover additional Freebee Vehicles commences.
- Advertise ITB for PS Parking Lot Improvement Project.

July

- **Freebee Ridership:**

1541 Completed Rides (C.R.)
1807 Total Passengers
Ridership has increased by 10 C.R since May and increased by 128 C.R. since June

- **IBus Ridership:**

614 A.M. Route
610 P.M. Route **Total: 1224 Riders**
Ridership has decreased by -309 since May and increased by 77 since June

- **Facilities Maintenance Division**

149 Open Work Orders – *-14 less than May* *-8 less than June*
107 Closed Work Orders – *-16 less than May* *-57 less than June*

- **Public Works**

4 - Signs Repaired/Installed	*-1 less than May*	*1 more than June*
1 - Graffiti Removal	*-1 less than May*	*1 more than June*
3 - Pothole/Shoulder Repairs	*-1 less than May*	*0 same as June*
32.2 - Tons of Debris/Trash Removal	*18.29 more than May*	*17.52 more than June*
80 - Drain Cleaning/Repairs (inlet tops)	*-176 less than May*	*-3 less than June*
905 - Linear feet of sidewalks installed	*905 more than May*	*-136 less than June*
0.00 - Paving Linear ft	*0.00 same as May*	*0.00 same June*

20 - Sidewalks inspected	*20 more than May*	*-6 less than June*
21 - Drainage Inspection	*-1 less than May*	*1 more than June*
26 - Catch Basin	*-25 less than May*	*-21 less than June*
5 - Outfalls	*-1 less than May*	*4 more than June*
2378 - Linear Feet Pipe	*1149 more than May*	*320 more than June*
0 - Canal Cleaning/ Clearing	*-2 less than May*	*0 same as June*
0 - Flooding Investigations & Resolutions	*-13 less than May*	*0 same as June*
3 - Complaints Reported to MDC	*-7 less than May*	*0 same as June*
182 - Trees/Shrub Trimming/Removal	*33 more than May*	*28 more than June*
332 - Tree & Landscaping Inspections	*82 more than May*	*123 more than June*

POLICE

June

- Citizen's Crime Watch of Miami-Dade County Meeting
- 5th Grade Graduation at Coral Reef, Howard Drive and Perrine Elementary Schools
- Southeast Florida Crime Prevention Association Meeting
- Palmetto Bay Summer Campfield trips
- Waffles at Summer Camp
- Hot Dogs at Summer Camp
- DARE Class at Christ Fellowship
- Radkids at Summer Camp
- Rad Women Class
- Summer Camp Officer Friendly Class
- Crimes/Calls for Service:
    - 1 Auto Thefts
    - 2 Commercial Burglaries
    - 0 Residential Burglaries
    - 8 Vehicle Burglaries
    - 1 Robbery
    - 13 Domestic Dispute/Disturbance
    - 4 Baker Acts
    - 63 Crashes

July

- DARE Class at Howard Drive, Coral reef, and Dr. Henry E. Perrine Elementary Schools
- Youth Crime classes at Howard Drive and Coral Reef Elementary Schools
- Bike Safety event at Holy Rosary Saint Richard Catholic Church
- Officer Friendly classes at Howard Drive, Coral Reef, and Dr. Henry E. Perrine Elementary Schools
- Southeast Florida Crime Prevention monthly meeting
- Citizens Crime Watch Meeting

- Crimes/Calls for Service:
    - 1 Auto Thefts
    - 1 Commercial Burglaries
    - 0 Residential Burglaries
    - 5 Vehicle Burglaries
    - 0 Robbery
    - 12 Domestic Dispute/Disturbance
    - 6 Baker Acts
    - 38 Crashes

September Upcoming Events

- Citizen's Crime Watch Meeting
- Palmetto Bay Summer Camp field trips
- Hot Dog Day at the Summer Camp
- Radkids at Summer Camp
- Rad Women Class
- First Aid Training Classes
- Summer camp Officer Friendly class

PLANNING & ZONING

June

2025 Budgeted Projects

- Building Division Software
    - Building Permit and Inspection software building is underway. Expected to launch 2025.
- Building Division
    - Received 262 permits applications.
    - 263 residents and contractors visited the Division.
    - Inspections completed:
        - Building: 723
        - Mechanical: 40
        - Electrical: 132
        - Plumbing: 61
        - Zoning: 94

Total: 1050

Reviews, Applications, and Public Meetings

- Comprehensive Plan Update

- Comprehensive Plan update approved by Mayor and Council on May 19. Transmitted to the state and other reviewing agencies on June 2, 2025 (under review).

- Administrative Variance Applications received:
  - AV-25-005 15301 SW 82nd Avenue (rear setback for addition)

- Administrative Site Plan Review Applications Received:
  - None

- Zoning Verification Letter
  - 2 Completed

- Zoning Hearing Applications Received:
  - None

- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 98
  - Planning and Zoning Inspections: 94

- Business Tax:
  - Renewals: 30
  - New Certificate of Use and Business Tax: 7

- GOGov Permits:
  - Garage Sale: 19
  - Real Estate Banner: 0
  - Solicitation: 1
  - Special Event Banner: 1
  - Business Improvements Grants: 0

- Code Compliance Division
  - Common violations: property maintenance, residential and commercial
  - New cases: 48
  - Close Cases: 30
  - Citations Issued: 12
  - Special Master cases: 21

Upcoming Events

- July 15, 2025, Special Master Hearing
- July 21, 2025, Zoning Hearing

July

2025 Budgeted Projects

- Building Division Software
  - Building Permit and Inspection software building is underway. Expected to launch 2025.

- Building Division
  - Received 249 permits applications.
  - 195 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 685
    - Mechanical: 32
    - Electrical: 118
    - Plumbing: 82
    - Zoning: 102

Total: 1019

- Comprehensive Plan Update
  - Comprehensive Plan approval by the state received as of July 18th, 2025, and is effective

- Administrative Variance Applications received:
  - AV-25-005 15301 SW 82nd Avenue (rear setback for addition)
  - AV-25-006 8340 SW 164 St (Driveway)

- Administrative Site Plan Review Applications Received:
  - None

- Zoning Verification Letter
  - ZVL-25-011 (9016 SW 152 Street)
  - ZVL-25-012 (9500 SW 180 Street)
  - ZVL-25-014 (16350 SW 87 Place)
  - ZVL-25-015 (8725 SW 152 Street)

- Zoning Hearing Applications Received:
  - RZ-25-001 (17391 SW 92 Court)
  - PL-25-003 (8540 SW 174 Street)

- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 251
  - Planning and Zoning Inspections: 102

- Business Tax:
  - Renewals: 30
  - New Certificate of Use and Business Tax: 7

- GOGov Permits:
  - Garage Sale: 20
  - Real Estate Banner: 0

- Solicitation: 0
- Special Event Banner: 2
- Business Improvements Grants: 0

- Code Compliance Division
  - Common violations: property maintenance, residential and commercial
  - New cases: 61
  - Close Cases: 57
  - Citations Issued: 16
  - Special Master cases: 17

Upcoming Events

- September 15, 2025, Zoning Hearing
- September 16, 2025, Special Master Hearing

Sustainability and Resiliency

June

- CRS
  - Progress Report meeting held on June 10th, 2025
  - Working with WSP on reducing rank from #5 -> #4
  - Reconvening quarterly Floodplain Management Plan Committee meetings July 17, 2025

- Resilience Action Plan
  - Final Vulnerability Assessment to be completed and presented to Council for approval in July 2025, Regular Council Meeting
  - Pending Council presentation and approval

- VPB Gold Star Family Memorial Monument Committee
  - Next meeting taking place: Wednesday, July 9th, 2025
  - Samples under consideration:







- AIPP
  - Drafting Call to Artist #2 for SW 152 Street & Old Cutler Road Traffic Circle
  - Call will include feedback from Village Council from May 2025 COW and June 2nd Regular Council Meeting in addition to AIPP suggestions
  - Miami-Dade County AIPP Program Department of Cultural Affairs will be moving forward with the decommissioning of the CRP art piece "Family Games"; August committee meeting will be voting on this item, and we hope to receive updates at the end of August 2025

- Village Hall Solar Panels
  - Meeting with IT to discuss display settings for front desk area

- Resiliency Committee
  - Next meeting: Thursday, October 30, 2025; Members wishing to have a September meeting instead
  - Working with Committee to create educational videos on social media with help from Communications

- Recycling Drive
  - Fall Recycling Drive-Thru date scheduled: Saturday, November 8th, 2025, 10am-1pm

- Plastics Challenge
  - Current count: 57lbs.
  - Lbs. Needed to Go to Reach Goal of Park Bench: 943

July

- CRS
  - Working with WSP on reducing rank from #5 -> #4

- Resilience Action Plan
  - Working with Grants to apply for stormwater pocket parks acquisition
  - Objective from Resilience Action Plan was to acquire land for stormwater pocket parks for green and blue infrastructure including rain gardens or “swales,” trees, and permeable materials like gravel and shells.

- VPB Gold Star Family Memorial Monument Committee
  - Held meeting Wednesday, July 9th, 2025; went over various options for designs.
  - Communications is working on another design to incorporate more Bay photos within the Village.

  - Samples under consideration:

    - 

    - 

    - 

- AIPP
  - Last AIPP Meeting was held on July 10th, 2025; AIPP Board actively reviewing the draft Call to Artist #2 for SW 152 Street & Old Cutler Road Traffic Circle
  - Miami-Dade County AIPP Program Department of Cultural Affairs will be moving forward with the decommissioning of the CRP art piece "Family Games"; August committee meeting will be voting on this item, and we hope to receive updates at the end of August 2025
  - Next AIPP Board meeting will be held on September 11th, 2025

- Village Hall Solar Panels
  - Meeting with IT to discuss display settings for front desk area

- Resiliency Committee
  - Next meeting: Thursday, September 18th, 2025
  - Working with Committee to create educational videos on social media with help from Communications

- Recycling Drive
  - Fall Recycling Drive-Thru date scheduled: Saturday, November 8th, 2025, 10am-1pm
  - New service added: medical waste

- Plastics Challenge
  - Current count: 68lbs.
  - Lbs. Needed to Go to Reach Goal of Park Bench: 932

- Village Hall Butterfly Garden
  - Phase #1 nearly complete
  - Pump station at Village Hall 100% up & running
  - Phase #2 (entire Village Hall irrigation system repair and replacement) takes place FY25

AGENDA ITEM NO. 5.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE MANAGER'S REPORT
SUBJECT:	Police Commander Report
SUGGESTED ACTION:	
ATTACHMENTS:	

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Monthly Report
SUGGESTED ACTION:	

ATTACHMENTS:
Attorney Report July 2025

ATTORNEY REPORT

JULY- AUGUST 2025

1. Review all Motions, Order and Ordinance re: Village Center
2. Amend Clerk's and Mayor's Affidavits for Luxcom litigation re: Records Request
3. Prepare/Review/Amend All Legislation and Zoning Ordinances
4. Review all PRRs for attorney-client privilege
5. Memo to Council re: Pickleball Management Agreement
6. Memo to Council re: Procedures for Cody Settlement Item
7. Review/Amend Conditions for Live Local Act Covenant
8. Review County and State Ethics Rules for Elected Officials
9. Memo: Florida Statute re: Gas Station Signage
10. Review/Amend Diadem Management Agreement
11. Retain Independent Counsel re: Cody-Merwitzer PRRs
12. Review and Issue Opinion re: Foundation Mtg. Cancellation
13. Review VPB Order of Dismissal for Cody v. Merwitzer and VBP Case
14. Review Section 177.071, Florida Statutes re: Platting Requirements
15. Review Sections 30-10.4 and 30-50.2 re: Non-Conforming Use Expansion
16. PRR Letters to Require Compliance from prior council/lobbyist
17. Review and advise re: County Code 2-11.1 Financial Disclosures
18. Review Termination Provision of the Woods' Lease
19. Review Florida Ethics Commission Denial of Compliant
20. Write Plat Ordinance Amendment
21. Write Variance Schedule "A" Ordinance

AGENDA ITEM NO. 6.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Litigation Expenses
SUGGESTED ACTION:	

ATTACHMENTS:
Litigation Expenses to Date

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

THIS INVOICE MAY CONTAIN ATTORNEY / CLIENT INFORMATION EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303428

CLIENT: 2210 - Village of Palmetto Bay
Re: 006-7 Yacht Club by Luxcom, LLC - Challenge Marine Operating Permit

For Professional Services Rendered

Date		Services	Hours	Amount
06/03/25	jjq	Conference Concerning Environmental Issues Re Proposed Dredging By Luxcom	0.30	93.75
06/03/25	eom	Confer And Correspond Regarding Status Of Each EQCB Proceedings And Upcoming Executive Session	0.20	62.50
06/06/25	jjq	Conference Concerning EQCB Items And Manatee Protection Plan Matters	0.40	125.20
06/10/25	eom	Follow Up Call And Correspondence With County DERM Staff Re Remediation Section's Requirement For Further Site Analysis; Follow Up Call And Correspondence With Expert Consultant, Mr. Workman, Re Same	0.40	125.00
06/11/25	eom	Confer And Correspond With Consultant, Mr. Workman, Re Upcoming Meeting With DERM Staff, Mr. Mayorga	0.20	62.50
06/11/25	eom	Confer And Correspond in Advance of Executive Session	0.20	62.50
06/12/25	eom	Prepare For And Attend Meeting With DERM Section Chief, Mr. Mayorga, Re Status of Contamination And Pending Appeal Re Dust Control Plan	1.00	312.50
06/12/25	eom	Follow Up Call And Correspondence With Expert Consultant Re Outcome of Meeting With Mayorga/Next Steps	0.20	62.50
06/17/25	jjq	Conference Concerning Strategy Re County's Proposed Revised Manatee Protection Plan	0.30	93.75
06/17/25	eom	Meeting With Biologist From Save The Manatees Re Coordination Re Draft MPP And County Negotiations	0.50	156.25
06/17/25	eom	Review County's Proposed Edits to Manatee Protection Plan	1.00	312.50

For Professional Services Rendered

Date		Services	Hours	Amount
06/18/25	jjq	Review And Analyze County's Proposed Updated Manatee Protection Plan	0.50	156.25
06/18/25	jjq	Conference Concerning Strategy Re County's Proposed Updated Manatee Protection Plan	0.30	93.75
06/18/25	eom	Correspond With Mr. Dellagloria Re County's Proposed Amendments to Manatee Protection Plan And Deadline For Submitting Public Comment	0.20	62.50
06/18/25	eom	Conference Call With Save The Manatees Biologist Re County's Proposed Change to Manatee Protection Plan	0.80	250.00
06/18/25	eom	Correspond With Save The Manatees Biologist Re Cutler Power Plant's History	0.30	93.75
06/18/25	eom	Start Drafting Public Comment To County's Amendments to Manatee Protection Plan	1.30	406.25
06/24/25	eom	Follow Up With County Re Amendments to Manatee Protection Plan; Follow Up With Save the Manatees Re The Same; Resume Outline of Comments To Draft Plan	1.60	500.00
06/24/25	eom	Follow Up With DERM Remediation Chief, Mr. Mayorga, Re Appeal Re Dust Control Plan	0.20	62.50
06/26/25	jjq	Conference Concerning Strategy Re County's EQCB Settlement Overtures	0.30	93.75
06/26/25	csf	Develop Strategy Concerning Settlement	0.20	62.50
06/26/25	eom	Review County Public Records of Public Comments to Proposed Protection Plan Amendment	2.00	625.00
06/26/25	eom	Confer And Correspond With County Attorney Re Settlement Re EQCB Issue	0.20	62.50
06/26/25	eom	Follow Up With Save The Manatees Re Participation in EQCB; Amended MPP	0.20	62.50
06/26/25	eom	Follow Up Calls & Correspond With County Staff Re Public Records Request Re Amended Manatee Protection Plan	0.20	62.50
06/27/25	eom	Review Save The Manatees Comments To County's New Plan; Correspond Re Same	0.40	125.00
06/30/25	csf	Telephone Conference With Opposing Counsel And Analyze Legal Issues Re EQCB Hearing	0.60	187.50
06/30/25	jjq	Conference Concerning Upcoming EQCB Hearing	0.30	93.90
06/30/25	jjq	Communicate With Client Re EQCB Strategy	0.20	62.50
06/30/25	jjq	Communicate With Mr. Workman Re EQCB Matters	0.20	62.50
06/30/25	eom	Review Agenda For EQCB Hearing; Confer And Correspond With County RE Intentions For EQCB; Follow Up With Staff And County Attorney Re Settlement Discussions; Confer And Correspond Internally Re Mediation And Potential Effort By Developer To Seek Continuance of EQCB Hearing	1.50	468.75
Total Professional Services			**16.20**	**$5,062.85**

For Disbursements Incurred

Date	Description	Amount
05/08/25	Federal Express 04/11/25 Fed Ex Recipient: Tiare Fridrich;Check#103500-20250512 - Federal Express Corporation	20.32
	Westlaw Research	1.19
Total Disbursements Incurred		**$21.51**

Invoice Summary

For Professional Services	5,062.85
For Disbursements Incurred	21.51
Total this Invoice	**$5,084.36**
Past Due Balance	**$4,031.25**
Total Balance Due	**$9,115.61**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

OK
JCD
7-9-25

purpose

Formerly Cobra Legal Solutions

INVOICE #15087

Invoice Date	June 30, 2025
Payment Terms	Net 30

Bill To	**Remit To**
Village of Palmetto Bay Eric Machado 9705 E. Hibiscus Street Palmetto Bay, FL 33157	Cobra Legal Solutions, LLC DBA Purpose Legal P.O Box 670634 Dallas, TX 75267-0634

Matter Name	**Matter Number**
Luxcom v Village of Palmetto	Luxom

Qty	Description	Rate	Amount
6.30 Hrs	Forensic Project Management	$185.00	$1,165.50
2.00 Hrs	Forensic Data Processing, Searching & Reporting	$295.00	$590.00
1	Forensic Media	$202.98	$202.98
1	Shipping Costs	$77.69	$77.69
15.70 Hrs	Project Management	$175.00	$2,747.50
0.50 Hrs	Technical Time	$175.00	$87.50
0.82 GB	Promotion to Review Platform (Out)	$75.00	$61.50
1.18 GB	Ingestion/ECA (In)	$25.00	$29.50
5.80 Hrs	Project Management	$185.00	$1,073.00
47.00 GB	Everlaw Database Storage - Case Suspension ($5/GB)	$5.00	$235.00
43.00 GB	TIFF Production & Native Production	$185.00	$7,955.00
7	User License	$148.00	$1,036.00
144.74 GB	Relativity ECA Database Storage	$4.00	$578.96
253.48 GB	Relativity Database Storage	$8.00	$2,027.84
		Total Invoice	$17,867.97

	Amount	
	Sales Tax	$0.00
	Balance Due	**$17,867.97**

DK
JCS
7-9-25

Please send the remittance details/billing inquiries to: billing@purposelegal.io

Wire/ACH transfer is the preferred payment method.

Cobra Legal Solutions, LLC DBA Purpose Legal
Comerica Bank
Account #: 1883294686
Routing #: 111000753

OK
SD 7-4-25

INVOICE

Lehtinen Schultz PLLC
1200 Brickell Avenue, Suite 507
Miami, FL 33131
Phone: 305.760.8544

Invoice # 6314
Date: 07/01/2025
Due On: 07/31/2025

Village of Palmetto Bay
Attn. Nick Marano, Manager
9705 East Hibiscus Street
Palmetto Bay, FL 33157

26401.013

Village of Palmetto Bay: Litigation

Services

Type	Date	Attorney	Description	Quantity	Rate	Total
Legal Svc	06/10/2025	CR	Prepare for and attend court hearing; email to client; review evidence re car.	1.80	$220.00	$396.00
Legal Svc	06/13/2025	CR	Wen Liu; confer with A.White re recent photos; review photos of nonfunctional vehicle.	0.30	$220.00	$66.00
Legal Svc	06/27/2025	CR	Emails to/from K.Duvall; review proposed settlement documents; tel call to JDG.	1.00	$220.00	$220.00
Legal Svc	07/01/2025	CR	17777 Old Cutler v. Palmetto Bay; prepare for and attend hearing on various motions; various emails related thereto; review final resolution and motions.	0.70	$220.00	$154.00
				Services Subtotal		**$836.00**

Expenses

Type	Date	Attorney	Description	Quantity	Rate	Total
Expense	06/25/2025	SD	Veritext Inv. 8422075 Court Reporting Services for June 10, 2025 Hearing .	1.00	$310.00	$310.00
				Expenses Subtotal		**$310.00**

Time Keeper	Quantity	Rate	Total
Claudio Riedi	3.8	$220.00	$836.00
		Subtotal	**$1,146.00**

Total	**$1,146.00**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
6314	07/31/2025	$1,146.00	$0.00	$1,146.00
			Outstanding Balance	**$1,146.00**
			Total Amount Outstanding	**$1,146.00**

OK
JLD
7-4-25

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.
2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

THIS INVOICE MAY CONTAIN ATTORNEY / CLIENT INFORMATION
EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303425

CLIENT: 2210 - Village of Palmetto Bay
Re: 006 Special Counsel For Litigation Matters

For Professional Services Rendered

Date		Services	Hours	Amount
06/02/25	jjq	Communications With Client Re Village Center Opinion And Proposed Settlement	0.40	125.00
06/05/25	jjq	Communicate With Client Re Pickleball Court Item	0.20	62.60
06/06/25	jjq	Review And Analyze Dan Paul Amendment And Management Agreement Items; Conference Re Same; Communicate With Client Re Same	0.70	218.75
06/10/25	jjq	Communicate With Client Re Pickleball Management Agreement	0.20	62.50
Total Professional Services			**1.50**	**$468.85**

For Disbursements Incurred

Date	Description	Amount
	Westlaw Research	36.26
Total Disbursements Incurred		**$36.26**

Invoice Summary

For Professional Services	468.85
For Disbursements Incurred	36.26
Total this Invoice	**$505.11**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367

PLEASE INCLUDE INVOICE NUMBER

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

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EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303427

CLIENT: 2210 - Village of Palmetto Bay
Re: 006-3 Yacht Club by Luxcom - Opposition to County Class Permit I

For Professional Services Rendered

Date		Services	Hours	Amount
06/02/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/03/25	sh	Review And Analyze DERM Records	0.20	62.50
06/04/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/05/25	sh	Review And Analyze DERM Records	0.20	62.50
06/06/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/09/25	sh	Review And Analyze DERM Records	0.20	62.50
06/10/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.30	93.75
06/11/25	sh	Review And Analyze DERM Records	0.20	62.50
06/12/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/13/25	sh	Review And Analyze DERM Records	0.20	62.50
06/16/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/17/25	sh	Review And Analyze DERM Records	0.20	62.50
06/18/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/19/25	sh	Review And Analyze DERM Records	0.20	62.50
06/20/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/23/25	sh	Review And Analyze DERM Records	0.20	62.50
06/24/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
06/25/25	sh	Review And Analyze DERM Records	0.20	62.50
06/26/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50

For Professional Services Rendered

Date		Services	Hours	Amount
06/27/25	sh	Review And Analyze DERM Records	0.20	62.50
06/30/25	sh	Review And Analyze DERM Records And Develop Strategy Re Same	0.20	62.50
Total Professional Services			**4.30**	**$1,343.75**

Invoice Summary

For Professional Services	1,343.75
For Disbursements Incurred	0.00
Total this Invoice	**$1,343.75**
Past Due Balance	**$1,375.00**
Total Balance Due	**$2,718.75**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

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EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303426

CLIENT: 2210 - Village of Palmetto Bay
Re: 006-1 Yacht Club at Luxcom -- Bert Harris Claim

For Professional Services Rendered

Date		Services	Hours	Amount
06/01/25	jjq	Preparation For Executive Session	0.90	281.70
06/02/25	jjq	Conference Concerning Executive Session And Document Analysis	0.30	93.90
06/02/25	jjq	Prepare For And Attend Executive Session	2.10	657.30
06/02/25	jjq	Communicate With Client Re Third Request For Production	0.20	62.50
06/02/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	3.20	1,000.00
06/02/25	pdw	Prepare For And Attend Executive Session Of Village Council	2.40	750.00
06/02/25	ag	Prepare For And Attend The Executive Session	4.50	1,406.25
06/03/25	jjq	Communicate With Client Re June 16, 2025 Executive Session	0.20	62.50
06/03/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	4.40	1,375.00
06/03/25	tv	Teams Meeting With Mr. Gangl Re Document Coding Issues	0.30	93.75
06/03/25	jbg	Analyze Documents In Furtherance Of Discovery (1075+)	2.20	687.50
06/04/25	jjq	Conference Concerning Follow Up Executive Session Items	0.30	93.75
06/04/25	jjq	Communicate With Client Re Follow Up Executive Session	0.20	62.50
06/04/25	jjq	Communications With Client Re Third Request For Production	0.50	156.25
06/04/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	5.50	1,718.75
06/04/25	ag	Review 1,700+ Documents	5.10	1,593.75
06/05/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	5.00	1,562.50

For Professional Services Rendered

Date		Services	Hours	Amount
06/05/25	jjq	Communicate With Client Re Executive Session	0.20	62.60
06/05/25	jjq	Communicate With Client Re Luxcom Development Plan	0.30	93.90
06/05/25	jjq	Conference Concerning Document Production And Analysis Items	0.30	93.90
06/05/25	ag	Reviewed 2k+ Docs	1.90	593.75
06/06/25	tv	Review And Analyze Harvested Documents Pursuant To The Court's Discovery Order	3.00	937.50
06/06/25	jjq	Conference With Client Re Litigation And Environmental Issues	1.00	313.00
06/06/25	ag	Attend Meeting with Mayor Cunningham Re Proposed Settlement	0.90	281.25
06/06/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	5.70	1,781.25
06/06/25	alg1	Review and Analyze Documents As Necessary to Complete Production Set In Response to Plaintiff's Requests for Production.	1.70	531.25
06/06/25	jbg	Analyze Documents In Furtherance Of Discovery (150+)	1.20	375.00
06/06/25	eom	Prepare For And Attend Meeting With Elected Official Re Litigation And EQCB Matters; Prior to Meeting; Confer With Mr. Quick Re Status of Litigation	1.00	312.50
06/07/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	4.80	1,500.00
06/07/25	tv	Review And Analyze Harvested Documents Pursuant To The Court's Discovery Order	1.70	531.25
06/07/25	jj	Review Email Documentation In Connection With Request For Productions	1.60	500.00
06/07/25	jbg	Analyze Documents In Furtherance Of Discovery (65+)	0.40	125.00
06/09/25	pdw	Review And Evaluate Communications From Opposing Counsel Regarding The Status Of Producing Documents	0.20	62.50
06/09/25	jjq	Communicate With Client Re Executive Session	0.20	62.50
06/09/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	4.00	1,250.00
06/10/25	sh	Conference Regarding Finalizing Review Of Documents; Review And Analyze Documents	2.00	625.00
06/10/25	alg1	Review and Analyze Documents As Necessary to Complete Production Set In Response to Plaintiff's Requests for Production.	2.90	906.25
06/10/25	jjq	Communicate With Client Re Case Management Conference	0.20	62.50
06/10/25	tv	Address Issues Re To June 11, 2025 Case Management Conference; Consider Strategy Re Same	1.10	343.75
06/10/25	pdw	Review And Analyze Harvested Documents Pursuant To Court's Discovery Order	4.60	1,437.50
06/10/25	ag	Prepare For Case Management Conference Before Judge Watson On The Status Of Discovery	1.20	375.00
06/10/25	jj	Review Email Documentation In Connection With Request For Productions; Finalize First Tier Review Of Documents	3.00	937.50

For Professional Services Rendered

Date		Services	Hours	Amount
06/11/25	jjq	Conference Concerning Strategy Re Case Management Hearing	0.30	93.75
06/11/25	tv	Prepare For And Attend Case Management Conference	3.50	1,093.75
06/11/25	tv	Post Hearing Strategy Conferences To Address Course Of Action Going Forward	1.60	500.00
06/11/25	pdw	Prepare For And Attend Case Status Conference On Discovery Motions And Orders	3.20	1,000.00
06/11/25	ag	Prepare For And Attend Case Management Conference	1.50	468.75
06/11/25	jjq	Communicate With Client Re Post-Hearing Matters	0.20	62.50
06/11/25	jjq	Conference Concerning Post-Case Management Conference Strategy	0.50	156.25
06/11/25	tv	Teams Conference Call With Mr. Swoyer Re Status Update And Privilege Log	0.30	93.75
06/11/25	pdw	Meeting With ESI Consultants Regarding Second Tier Review Of Harvested Documents	0.50	156.25
06/11/25	pdw	Review And Evaluate Post-Hearing Filings Made For Counsel For Luxcom	0.50	156.25
06/11/25	ag	Confer With The ESI Vendor Re Production	0.20	62.50
06/12/25	tv	Review Transcript Of June 11, 2025 Case Management Conference And Post Hearing Filings By Plaintiff's Counsel, Mr. Diaz	0.40	125.00
06/12/25	tv	Receive And Review Correspondence To And From Purpose Legal Addressing Documents For Second Tier Review	0.20	62.50
06/12/25	pdw	Review And Analyze Transcript From Case Status Conference Regarding Outstanding Discovery Issues	1.00	312.50
06/12/25	tv	Strategy Conferences Re Second Tier Review Of Responsive Documents; Continue Working Toward Completion Of Second Tier Review	1.70	531.25
06/12/25	ebr	Internal Meeting Re Strategy For Second Tier Document Review	0.80	250.00
06/12/25	alg1	Perform Second Tier Document Review In Order To Finalize Defendant's Production Set.	7.00	2,187.50
06/12/25	ebr	Second Tier Review Of Documents Produced	4.50	1,406.25
06/12/25	tv	Receive And Review Plaintiff's Notice Of Filing Communications With The Village's Counsel	0.30	93.75
06/12/25	pdw	Review And Analyze Process For Completing Second Tier Review Of Responsive Documents Pursuant To Court's Discovery Order	1.40	437.50
06/12/25	tv	Call With Purpose Legal Re Discovery; Receive And Review Correspondence Re Same	0.70	218.75
06/12/25	jjq	Conference Concerning Strategy Re Potential Response To Assertions During Case Management Conference	0.30	93.75
06/12/25	jjq	Communicate With Client Re Post-Case Management Conference Strategy	0.20	62.50
06/12/25	pdw	Review And Perform Second Tier Review Of Harvested Documents Pursuant To Discovery Order	2.80	875.00
06/12/25	ag	Review And Respond To Opposing Counsel Re Depositions	0.20	62.50
06/12/25	ag	Draft/Revise The Motion To Disqualify The Honorable Robert T. Watson	2.10	656.25

For Professional Services Rendered

Date		Services	Hours	Amount
06/12/25	ag	Draft/Revise Affidavit In Support Of The Motion To Disqualify The Judge	0.30	93.75
06/12/25	ag	Research Re The Motion To Disqualify The Judge	1.10	343.75
06/12/25	ag	Meeting With Associates Re Status Of Document Review	0.50	156.25
06/12/25	ag	Meeting With ESI Consultant Re Ongoing Document Review And Organization	0.30	93.75
06/12/25	ag	Meet With The Client For Updates On The Various Depositions Taken To-Date	0.30	93.75
06/12/25	ag	Draft Instructions To The Associates On Document Review	0.20	62.50
06/12/25	jj	Review Email Documentation In Connection With Request For Productions	2.20	687.50
06/12/25	jj	Attend Conference Regarding Second Tier Document Review	0.90	281.25
06/13/25	tv	Second Tier Review Of Documents In Compliance With The Court's Discovery Order	1.20	375.00
06/13/25	ebr	Continued Second Tier Review Of Documents For Production	14.30	4,468.75
06/13/25	alg1	Perform Second Tier Document Review In Order To Finalize Defendant's Production Set.	5.60	1,750.00
06/13/25	ag	Review Procedure For Motion To Disqualify To Assure All Aspects Of The Motion Are In Compliance	0.30	93.75
06/13/25	ag	Revise The Affidavit In Support Of The Motion To Disqualify	0.40	125.00
06/13/25	ag	Additional Research On The Motion To Disqualify	0.50	156.25
06/13/25	jjq	Conference Concerning Strategy Re Motion To Disqualify	0.30	93.75
06/13/25	jjq	Communications With Client Re Motion To Disqualify	0.30	93.75
06/13/25	ag	Review Conferral Requirements And Draft Correspondence To Mr. Diaz Re The Motion To Disqualify	0.20	62.50
06/13/25	jjq	Preparation For Executive Session	0.80	250.00
06/13/25	pdw	Review And Evaluate Revised Motion To Disqualify The Judge	0.60	187.50
06/13/25	pdw	Conduct Second Tier Review Of Documents Pursuant To Court's Discovery Order	5.40	1,687.50
06/13/25	jj	Review Email Documentation In Connection With Request For Productions	2.80	875.00
06/14/25	alg1	Perform Second Tier Document Review In Order To Finalize Defendant's Production Set.	8.40	2,625.00
06/14/25	tv	Second Tier Review Of Documents In Compliance With The Court's Discovery Order	4.60	1,437.50
06/14/25	ebr	Continued Second Tier Review Of Documents For Production	8.10	2,531.25
06/14/25	pdw	Second Tier Review Of Harvested Documents Pursuant To Court's Discovery Order	5.80	1,812.50
06/14/25	jjq	Communications With Client Re Case Management Conference, Motion To Disqualify, And Executive Session	0.30	93.90
06/14/25	jjq	Review And Analyze Luxcom's Response To Motion To Disqualify	0.20	62.60
06/14/25	ag	Review 200+ Documents For Second Tier Review	3.60	1,125.00

For Professional Services Rendered

Date		Services	Hours	Amount
06/14/25	jj	Review Email Documentation In Connection With Request For Productions; Attend Conference Re Same	4.60	1,437.50
06/15/25	ebr	Continued Second Tier Review Of Documents For Production	4.80	1,500.00
06/15/25	pdw	Second Tier Review Of Harvested Documents Pursuant To Court's Discovery Order	3.60	1,125.00
06/15/25	tv	Second Tier Review Of Documents In Compliance With The Court's Discovery Order	3.50	1,093.75
06/15/25	alg1	Perform Second Tier Document Review In Order To Finalize Defendant's Production Set.	3.10	968.75
06/16/25	tv	Receive And Review Correspondence From The Court Re Submissions Post Case Management Conference	0.30	93.75
06/16/25	jjq	Review And Analyze Case File To Respond To Client Inquiries	0.50	156.25
06/16/25	tv	Address Issues Re PageVault Documents And Second Tier Review Of Remaining Documents	1.60	500.00
06/16/25	jjq	Conference Concerning Executive Session Matters	0.50	156.25
06/16/25	pdw	Second Tier Review Of Harvested Documents Pursuant To Court's Discovery Order	2.00	625.00
06/16/25	jjq	Prepare For And Attend Executive Session	2.70	845.10
06/16/25	pdw	Prepare For And Attend Executive Session Regarding Status Of Case And Potential Settlement With Luxcom	2.60	812.50
06/16/25	ag	Prepare For And Attend Executive Session	4.90	1,531.25
06/16/25	eom	Prepare For And Attend Executive Session	3.50	1,093.75
06/17/25	ag	Review And Respond To Correspondence From Judge Watson Re Motion To Disqualify	0.20	62.50
06/17/25	jjq	Communicate With Client Re Potential Mediation Matters	0.20	62.50
06/18/25	jjq	Review And Analyze Order On Motion To Disqualify	0.20	62.50
06/18/25	tv	Receive And Review Order Following Case Management Conference	0.20	62.50
06/18/25	pdw	Review And Evaluate Court's Order Denying Motion For Disqualification	0.30	93.75
06/18/25	pdw	Review And Evaluate Court's Discovery Order	0.30	93.75
06/18/25	pdw	Second Tier Review Of Harvested Documents Pursuant To Court's Discovery Order	3.80	1,187.50
06/18/25	jjq	Review And Analyze Case Management Conference Discovery Order; Communicate With Client Re Same	0.20	62.60
06/18/25	jjq	Communicate With Mr. Diaz Re Potential Mediation	0.20	62.50
06/18/25	egg	Review And Analyze Motion To Disqualify Trial Judge And Key Cases Therein	0.80	250.00
06/19/25	pdw	Review And Analyze Potential Appeal Of Court's Denial Of Motions To Disqualify	0.60	187.50
06/19/25	egg	Conference Concerning Strategy Re Possible Petition For Writ Of Prohibition Re Disqualification Of Judge	0.50	156.25
06/19/25	pdw	Prepare For And Attend Meeting With Counsel For Luxcom Regarding Proposal For Mediating The Case	1.30	406.25
06/19/25	ag	Teleconference With Opposing Counsel Re Mediation	0.30	93.75

For Professional Services Rendered

Date		Services	Hours	Amount
06/19/25	jjq	Conference Concerning Discovery And Litigation Strategy	0.60	187.80
06/19/25	jjq	Communications With Mr. Diaz Re Potential Mediation	1.10	344.30
06/19/25	jjq	Conference Concerning Potential Mediation Matters After Discussion With Opposing Counsel	0.40	125.20
06/19/25	jjq	Research Concerning Legality Of Mediation Requests Made By Plaintiff, And Potential Alternatives	0.70	219.10
06/20/25	pdw	Prepare For And Attend Meeting Regarding Discussions With Counsel For Luxcom Concerning Potential Mediation	0.70	218.75
06/20/25	jjq	Conferences With Client Re Potential Mediation And Strategy	0.80	250.00
06/20/25	pdw	Meeting With Purpose Legal Regarding Next Step For Production Of Documents Pursuant To Court Order	0.80	250.00
06/20/25	ag	Meeting With The Village Attorney Re Mediation	0.40	125.00
06/20/25	ag	Confer With ESI Consultant Re Producing The Document And Follow Up Correspondence Re Same	0.70	218.75
06/20/25	ag	Continue Reviewing Documents	0.50	156.25
06/20/25	egg	Conference Concerning Forthcoming Executive Session And Cost Of Petition	0.20	62.60
06/21/25	jjq	Conference Concerning Potential Mediators	0.30	93.90
06/21/25	pdw	Review And Analyze Harvested Documents Marked Privileged Pursuant To Court's Discovery Order	3.80	1,187.50
06/22/25	jjq	Communicate With Client Re Potential Executive Session	0.20	62.60
06/23/25	ag	Finalize Second Tier Review Of 49+ Docs And Families	1.80	562.50
06/23/25	tv	Review Status Of Mediation Discussions With Plaintiff's Counsel And Determine Course Of Action Moving Forward, Including Addressing Plaintiff's Responses To The Village's Discovery Requests	0.50	156.25
06/23/25	pdw	Review And Analyze Luxcom's Third Request For Production In Regard To Potential Duplication With Its Previous Requests For Production	0.60	187.50
06/23/25	pdw	Meeting With EIS Consultant Regarding Status Of Harvested And Review Documents Pursuant To Finalizing Documents And Privilege Log For Production To Opposing Counsel	0.50	156.25
06/23/25	ag	Doc review	8.10	2,531.25
06/23/25	jjq	Conference Concerning Potential Issues For Continued Executive Session	0.30	93.90
06/24/25	ag	Finalize Document Review And Correspond With ESI Consultant On Document Production	1.40	437.50
06/24/25	jjq	Communications With Client Re Public Records Matters	0.20	62.50
06/24/25	tv	Review Correspondence To And From Purpose Legal Re Production; Review Next Steps Going Forward In Compliance With The Court's Latest Ruling	0.90	281.25
06/24/25	pdw	Communications With Former Manager Silva Regarding Revising His Affidavit	0.40	125.00

For Professional Services Rendered

Date		Services	Hours	Amount
06/24/25	jjq	Communications With Client Re Shade Session Matters; Advise Client Re Same	0.30	93.75
06/24/25	pdw	Review And Evaluate Status Of Collection And Sorting Of Reviewed Documents For Production To Luxcom Pursuant To Court's Discovery Order	0.60	187.50
06/24/25	ag	Review Clean Up Items For Production And Respond To ESI Consultant Re Same	1.20	375.00
06/24/25	ag	Review Amended Notice Of Filing Ms. Matson's Declaration	0.20	62.50
06/25/25	tv	Review Remaining Discovery Issues And Specifically Items To Be Addressed By Mr. Swoyer In His Updated Declaration; Draft Correspondence To Mr. Swoyer Re Same	0.80	250.00
06/25/25	tv	Receive And Review Correspondence From Plaintiff's Counsel, Mr. Diaz, Re Mediation And Review Response	0.20	62.50
06/25/25	ag	Confer With ESI Consultant Re Production Of Documents	0.40	125.00
06/25/25	jjq	Conference Concerning Public Records Matters And Analysis	0.30	93.75
06/25/25	pdw	Communications With ESI Consultant Regarding Issues Related To Status Of Placing Collected Documents Into A Production Ready Status	0.70	218.75
06/25/25	pdw	Communications With Opposing Counsel Regarding Production Of Documents And Mediation	0.30	93.75
06/25/25	ram	Telephone Conference With John Quick Concerning Applicability Of Public Records Law To Documents Circulated During Shade Session	0.30	93.75
06/26/25	tv	Review/analyze Conference With Mr. Swoyer Re Updated Affidavit; Receive And Review Multiple Correspondence From Purpose Legal Re Production	0.70	218.75
06/26/25	jjq	Communicate With Mr. Diaz Re Potential Mediation	0.20	62.50
06/26/25	ag	Confer With ESI Consultant And Others Re Status Of Discovery	0.20	62.50
06/26/25	ag	Correspond With ESI Consultants On Various Pending Issues	0.50	156.25
06/26/25	pdw	Communications With ESI Consultant Regarding Production Related Issues	0.50	156.25
06/26/25	pdw	Communications With Counsel For Luxcom Regarding Mediation Related Issues	0.40	125.00
06/27/25	ag	Revise Mayor Cunninham's Written Declaration And Draft Correspondence To The Mayor Re Same	0.80	250.00
06/27/25	jjq	Review And Analyze Executive Session Transcript	0.60	187.80
06/27/25	jjq	Conference Concerning Document Production Matters	0.30	93.75
06/27/25	jjq	Communicate With Client Re Executive Session Matters	0.20	62.50
06/27/25	ag	Meet With ESI Consultants Re Written Declaration And Status Of Production	0.70	218.75
06/27/25	ag	Review And Recode Documents In Order To Respond To ESI Consultant On Various Questions Concerning Production	1.20	375.00
06/27/25	jjq	Communicate With Mr. Silva Re Production Search Affidavit	0.20	62.60

For Professional Services Rendered

Date		Services	Hours	Amount
06/27/25	pdw	Communications Regarding Status Of Additional Documents Collected For Production Pursuant To Court's Discovery Order	0.40	125.00
06/28/25	jjq	Communicate With Client Re Potential Executive Session	0.20	62.60
06/30/25	jjq	Conference Concerning Potential Mediation Discussions And Strategy Re Same	0.30	93.90
06/30/25	jjq	Communicate With Mr. Diaz Re Potential Mediation	0.20	62.50
06/30/25	pdw	Communications With Purpose Legal Regarding Current Status Of Assembling Documents For Production Pursuant To Court's Discovery Order	0.30	93.75
06/30/25	pdw	Communications With Counsel For Luxcom Regarding Status Of Council Consideration Of Issues Related To Mediation	0.30	93.75
06/30/25	pdw	Review And Evaluate Affidavit From ESI Consultant Regarding Collection Of Documents And Messages From Present And Past Village Council Members And Employees	0.20	62.50
06/30/25	tv	Receive And Review Correspondence From Mr. Madison Re Items Relating To Production And Document Count	0.20	62.50
06/30/25	ag	Meeting With ESI Consultant Re Verified Statement On The Production	0.50	156.25
06/30/25	ag	Respond To Questions From ESI Consultant Re The Production	0.50	156.25
06/30/25	tv	Review/analyze Consider Strategy Re Approach To Inquiry As To Mediation	0.20	62.50
Total Professional Services			**276.10**	**$86,288.05**

For Disbursements Incurred

Date	Description	Amount
06/13/25	Court Reporter/Deposition/Transcripts Brumm, Vega - Transcript of Hearing 06/11/25 - Brumm, Vega & Associates, Inc.	401.76
06/17/25	Court Reporter/Deposition/Transcripts US Legal - Court Reporter and Transcript of Executive Session 06/02/25 - U.S. Legal Support, Inc.	686.10
06/20/25	Court Reporter/Deposition/Transcripts United - Court Reporter for Hearing 06/11/25;Check#109960-3839305 - United Reporting, Inc.	160.00
06/30/25	Court Reporter/Deposition/Transcripts US Legal - Court Reporter and Transcript of Executive Session 06/16/25 - U.S. Legal Support, Inc.	873.75
Total Disbursements Incurred		**$2,121.61**

Invoice Summary

For Professional Services	86,288.05
For Disbursements Incurred	2,121.61
Total this Invoice	**$88,409.66**
Past Due Balance	**$37,500.48**
Total Balance Due	**$125,910.14**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

BRUMM, VEGA & ASSOCIATES, INC.
12864 BISCAYNE BLVD # 438
NORTH MIAMI, FL 33181
PHONE: 305-374-3340
EMAIL: brummvega@bellsouth.net

ALICIA GONZALEZ, ESQ.
WEISS SEROTA HELFMAN
200 E. BROWARD BLVD. # 1900
FT LAUDERDALE, FL 33301

INVOICE NO. : 38538
INVOICE DATE: 6/13/2025
REPORTER: 01

ID# 65-0022906

YACHT CLUB v PALMETTO BAY
HEARING BEFORE JUDGE WATSON
20-23918 CA 08

Date	Description	Amount
6/11/2025	1 COPY OVERNIGHT - 62 PGS	401.76
6/12/2025	TRANSCRIPT EMAILED 6:00 A.M.	
	THANK YOU	

Sub Total	401.76
Paid	0.00
Balance Due	401.76

DUE UPON RECEIPT* BALANCE DUE IN EXCESS OF 30 DAYS SHALL BEAR INTEREST AT MAXIMUM RATE ALLOWABLE BY LAW PLUS LATE FEES
FEDERAL TAX I.D. NO. 65-0022906

U.S. Legal Support

INVOICE

Invoice No.	Invoice Date	Payment Terms
20251018463-12	6/13/2025	Net 30

Job No.	Job Date	Balance
6884815	6/2/2025	$686 10

Case Name
Yacht Club by Luxcom, LLC v Village of Palmetto Bay, Florida

Case No.
2020023918CA08

SE - MIAMI
16825 Northchase Drive Suite 900
Houston TX 77060
Phone: 305-373-8404 Fax: 305-358-1427

John Quick, Esquire
Weiss Serota Helfman Cole & Bierman
2800 Ponce de Leon Boulevard Suite 1200
Coral Gables FL 33134

Job Location	Ordered By	Reference Info.
Village of Palmetto Bay Municipal Center 9705 Hibiscus Street Palmetto Bay FL 33157	John Quick, Esquire Weiss Serota Helfman Cole & Bierman 2800 Ponce de Leon Boulevard Suite 1200 Coral Gables FL 33134	Client Matter No Claim No Insured D/O/L Adjuster

Services/Items	Units	Type	Rate	Charges
Items Covered: General				
Appearance Fee - First Hour - Meeting	1 00	N/A	$150 00	$150 00
Non-Traditional Hours	1 00	Hours	$97 50	$97 50
ORIGINAL TRANSCRIPT OF Executive Session				
Original - Meeting	48 00	Pages	$6 95	$333 60
DepoSummary Pro	1 00	N/A	$35 00	$35 00
Condensed Transcript	1 00	N/A	$15 00	$15 00
Litigation Technology, Support and Security Management - Meeting	1 00	N/A	$25 00	$25 00
Transcript Handling & Processing	1 00	N/A	$30 00	$30 00
	Total Due			**$686.10**
	AFTER 7/28/2025 PAY			$789 02
	(-) Payments/Credits			**$0.00**
	(+) Finance Charges/Late Fees			**$0.00**
	(=) New Balance			**$686.10**

Tax ID : 76-0523238 Nevada Firm Registration # 067F

Phone 951 763 4242

Invoice not paid by due date is subject to interest of 1 5% per month We will make reasonable effort to allocate payments properly U S Legal Support may recover any fees and costs it incurs in collecting any unpaid amounts Any disputes regarding allocation of funds or adjustments must be made within 30 days from payment or credit be waived by payer Review our Terms & Conditions for additional information at our website www uslegalsupport com

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ACH Payments Preferred
Please send details of your ACH or wire payment to remittanceadvice@uslegalsupport com to ensure proper application to your account

SEND CHECK PAYMENT TO
U S Legal Support Inc
P O Box 4772
Houston TX 77210

WIRE TRANSFER & ACH INSTRUCTIONS
A/C Name US Legal Support Inc
Bank Name Cadence Bank
Bank Address 2910 West Jackson St Tupelo MS 38801
Account No 5500057350
ABA 084201270
Swift BAHRUS44

Invoice # 20251018463 12
Invoice Date 6/13/2025
Balance Due $686 10

To Pay by Credit Card visit https //corporatepaypay uslegalsupport com

INVOICE

UNITED REPORTING, INC.

Court Reporting Services

Invoice No.	Invoice Date	Job No.
336547	6/13/2025	422737
Job Date	**Case No.**	
6/11/2025	2023918CA08	
Case Name		
Yacht Club by Luxcom, LLC vs. Village of Palmetto Bay, Florida //		
Payment Terms		
Due upon receipt		

Peter D. Waldman, Esq.
Weiss, Serota, Helfman, Cole & Bierman, P.L. - Coral Gables @
2800 Ponce De Leon Boulevard
12th Floor
Coral Gables, FL 33134

Hearing Before:
Judge Watson

Reporter Attendance: First Hour	1.00 Hours	@	105.000	105.00
Reporter Attendance: Additional Hours	1.00 Hours	@	55.000	55.00
Holding approximately	60.00 Pages	@	0.000	0.00
TOTAL DUE >>>				**$160.00**

Transcript not ordered
HA/Jeter

*Contact us immediately for billing corrections as no adjustments will be made after 30 days.

Our agreement to provide services is with you. Payment of the amounts owed is not contingent upon reimbursement from your client.

Any past due amounts will accrue interest at 1.5% per month. You agree that by virtue of accepting our services, including acceptance of a transcript, you agree to pay any costs of collection (including any attorney's fees incurred) with respect to any attempt by United Reporting, or its attorneys, to collect any outstanding balances owed to United Reporting.

Tax ID: 55-0793657

Please detach bottom portion and return with payment.

Peter D. Waldman, Esq.
Weiss, Serota, Helfman, Cole & Bierman, P.L. -
Coral Gables @
2800 Ponce De Leon Boulevard
12th Floor
Coral Gables, FL 33134

Job No. :422737 BU ID :UR
Case No. :2023918CA08
Case Name :Yacht Club by Luxcom, LLC vs. Village of Palmetto Bay, Florida //
Invoice No. :336547 Invoice Date :6/13/2025
Total Due :$160.00

PAYMENT WITH CREDIT CARD

Cardholder's Name:
Card Number:
Exp. Date: Phone#:
Billing Address:
Zip: Card Security Code:
Amount to Charge:
Cardholder's Signature:
Email:

Remit To: **United Reporting, Inc.**
633 South Andrews Avenue
Suite 202
Fort Lauderdale, FL 33301
Phone: 954-525-2221 | Fax: 754-263-5905

2210 056-1

U.S. Legal Support

INVOICE

Invoice No.	Invoice Date	Payment Terms
20251033100 12	6/27/2025	Net 30

Job No.	Job Date	Balance
6896452	6/16/2025	$873 75

Case Name
Yacht Club by Luxcom, LLC v Village of Palmetto Bay, Florida

Case No.
2020023918CA08

SE - MIAMI
16825 Northchase Drive Suite 900
Houston TX 77060
Phone: 305-373-8404 Fax: 305-358-1427

John Quick, Esquire
Weiss Serota Helfman Cole & Bierman
2800 Ponce de Leon Boulevard Suite 1200
Coral Gables FL 33134

Job Location	Ordered By	Reference Info.
Village of Palmetto Bay Municipal Center 9705 Hibiscus Street Palmetto Bay FL 33157	John Quick, Esquire Weiss Serota Helfman Cole & Bierman 2800 Ponce de Leon Boulevard Suite 1200 Coral Gables FL 33134	Client Matter No Claim No Insured D/O/L Adjuster

Services/Items	Units	Type	Rate	Charges
Items Covered: General				
Appearance Fee - First Hour - Meeting	1 00	N/A	$150 00	$150 00
Non-Traditional Hours	1 00	Hours	$97 50	$97.50
ORIGINAL TRANSCRIPT OF Executive Session				
Original - Meeting	75 00	Pages	$6 95	$521.25
DepoSummary Pro	1 00	N/A	$35 00	$35 00
Condensed Transcript	1 00	N/A	$15 00	$15 00
Litigation Technology, Support and Security Management - Meeting	1 00	N/A	$25 00	$25 00
Transcript Handling & Processing	1 00	N/A	$30 00	$30 00
	Total Due			**$873.75**
	AFTER 8/11/2025 PAY			$1,004 81
	(-) Payments/Credits			**$0.00**
	(+) Finance Charges/Late Fees			**$0.00**
	(=) New Balance			**$873.75**

Tax ID : 76-0523238 Nevada Firm Registration # 067F Phone 954 763 4212

Invoice not paid by due date is subject to interest of 1 5% per month We will make reasonable efforts to allocate payments properly U S Legal Support reserves the right to recover any fees and costs it incurs in collecting any unpaid amounts Any right regarding allocation refunds or adjustments after 90 days from payment shall be waived by payer Review our Terms & Conditions for additional information at our website www uslegalsupport com

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ACH Payments Preferred
Please send details of your ACH or wire payment to remittanceadvice@uslegalsupport.com to ensure proper application to your account

SEND CHECK PAYMENT TO
U S Legal Support Inc
P O Box 4772
Houston TX 77210

WIRE TRANSFER & ACH INSTRUCTIONS
A/C Name US Legal Support Inc
Bank Name Cadence Bank
Bank Address 2010 West Jackson St Tupelo MS 38801
Account No 5500057350
ABA 084201278
Swift BAHRUS44

Invoice # 20251033100 12
Invoice Date 6/27/2025
Balance Due $873 75

To Pay by Credit Card visit https //corporatebillpay uslegalsupport com

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

THIS INVOICE MAY CONTAIN ATTORNEY / CLIENT INFORMATION
EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303429

CLIENT: 2210 - Village of Palmetto Bay
Re: 006-8 Yacht Club by Luxcom, LLC - Vested Rights Appeal

For Professional Services Rendered

Date		Services	Hours	Amount
06/02/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/03/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/04/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/05/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/06/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re SameReview And Analyze Status Of Vested Rights Claim	0.20	62.50
06/09/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/10/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/11/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/12/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/13/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/16/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/17/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/18/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/19/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50

For Professional Services Rendered

Date		Services	Hours	Amount
06/20/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/23/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/24/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/25/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/26/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
06/27/25	sh	Review And Analyze Status Of Vested Rights Claim	0.20	62.50
06/30/25	sh	Review And Analyze Records And Additional Documents Re Vested Rights Claim; Develop Strategy Re Same	0.20	62.50
Total Professional Services			**4.20**	**$1,312.50**

Invoice Summary

For Professional Services	1,312.50
For Disbursements Incurred	0.00
Total this Invoice	**$1,312.50**
Past Due Balance	**$1,312.50**
Total Balance Due	**$2,625.00**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

2800 Ponce de Leon Boulevard
Suite 1200
Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
Tax ID No. 20-8112403

THIS INVOICE MAY CONTAIN ATTORNEY / CLIENT INFORMATION
EXEMPT FROM PUBLIC DISCLOSURE. CONTACT US PRIOR TO RELEASE.

Village of Palmetto Bay
c/op John Dellagloria, Esq.
jdellagloria@palmettobay-fl.gov

July 2, 2025
Invoice # 303430

CLIENT: 2210 - Village of Palmetto Bay
Re: 014 Public Records Response Assistance

For Professional Services Rendered

Date		Services	Hours	Amount
06/05/25	jjq	Communicate With Client Re Public Records Request Matters	0.20	62.60
06/10/25	jj	Prepare For And Attend JustFOIA Training	1.00	312.50
06/17/25	jjq	Research Concerning Good Faith Response Requirement	0.50	156.25
06/17/25	jjq	Preparation Of Opinion Re Goof Faith Response; Revise Same	0.40	125.00
06/17/25	jjq	Review And Analyze Supplemental Certification Request; Review Case Law; Prepare Supplemental Response Re Same	0.40	125.00
06/18/25	jjq	Communications With Client Re PRR-2025-178; Advise Client Re Public Records Case Law Items	0.40	125.00
06/20/25	jjq	Conference With Client Re Pending Public Records Matters	0.50	156.25
06/20/25	jj	Prepare For And Attend Discussion Regarding To Response To PRR-2025-178	1.00	312.50
06/25/25	jjq	Review And Analyze Correspondence From Mr. Napoleon Re Pending Public Records Request Matters	0.20	62.50
06/25/25	jj	Conduct Review Of PRR-2025-176	4.00	1,250.00
06/26/25	jj	Conduct Review Of PRR-2025-176	2.20	687.50
06/27/25	jjq	Communicate With Client Re Pending Records Request Matters	0.20	62.60
Total Professional Services			**11.00**	**$3,437.70**

Invoice Summary

For Professional Services	3,437.70
For Disbursements Incurred	0.00
Total this Invoice	**$3,437.70**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.

Museum Tower
150 West Flagler Street, Suite 2200
Miami, FL 33130
Direct Line: (305) 789-3200
Fax: (305) 789-3395

Mark Merwitzer
9705 Hibiscus Street
Palmetto Bay, FL 33157

Invoice Date: June 25, 2025
Invoice Number: 16109315
Matter Number: 48324.0001

REMITTANCE PAGE

*For Professional Services through **May 31, 2025***

Matter: Cody v. Village of Palmetto Bay and Merwitzer

Total Fees	$	16,932.50
Total Costs	$	1,025.89
Total Due This Invoice	$	17,958.39

Please make checks payable to:	To pay by ACH or wire transfer:
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A. 150 W. Flagler Street, Suite 2200 Attention: ACCOUNTS RECEIVABLE Miami, Florida 33130 FEIN No.: 59-2126062	Citibank, N.A. ABA No.: 266086554 Account No.: 9146651992 Please include invoice/matter number(s) to avoid delays and errors in processing.

For Professional Services Rendered Through May 31, 2025

Date	Name	Description	Hours	Rate	Amount
02/05/25	J. Onorati	Review emails and letters about oath of office of M. Merwitzer;	0.70	625.00	437.50
02/10/25	J. Onorati	Meeting with M. Merwitzer and G. Stearns to discuss current state of affairs on the council and new issue regarding his oath of office; review memos and letters provided by M. Merwitzer about same in preparation for meeting;	1.50	625.00	937.50
02/12/25	J. Onorati	Review letters submitted to State AG office about M. Merwitzer's Oath of Office; review State AG's website and procedures for issuance of advisory opinion; begin drafting letter in opposition to S. Cody's request for advisory opinion;	3.00	625.00	1,875.00
04/15/25	J. Onorati	Communication with M. Merwitzer about public statements about lawsuit, and review and revise press release about same;	0.30	675.00	202.50
04/16/25	J. Onorati	In person meeting with M. Merwitzer to discuss lawsuit and strategy;	1.20	675.00	810.00
04/22/25	J. Onorati	Research whether M. Merwitzer qualifies as state official to determine date by which to file response to complaint under Rule 1.140;	0.50	675.00	337.50
04/28/25	J. Onorati	Communication with M. Merwitzer about termination and lawsuit; review docket for case management order entered by court;	0.30	675.00	202.50
04/28/25	T. Raine	Advice regarding separation of employment, separation agreement.	1.00	475.00	475.00
05/02/25	J. Onorati	Review draft of Village's Motion to Dismiss; research de factor officer doctrine; call with Village attorney and M. Merwitzer about motion to dismiss; begin drafting Motion to Dismiss;	2.60	675.00	1,755.00
05/05/25	J. Onorati	Begin drafting motion to dismiss, including research into potential arguments to raise; review research on de facto officer doctrine;	4.60	675.00	3,105.00
05/06/25	J. Onorati	Finalize initial draft of motion to dismiss;	2.60	675.00	1,755.00
05/08/25	J. Onorati	Finalize motion to dismiss; file same;	0.30	675.00	202.50
05/09/25	J. Onorati	Draft motion to transfer to circuit court, including review of transfer rules;	1.00	675.00	675.00
05/16/25	J. Onorati	Review Cody's Response to Motion to Dismiss;	0.50	675.00	337.50
05/20/25	J. Onorati	Call with M. Merwitzer to discuss settlement and shade session and response	0.30	675.00	202.50

Date	Name	Description	Hours	Rate	Amount
		to discovery;			
05/21/25	A. Corbett	Call with Joey Onorati regarding ethics issue regarding voting on settlement;	0.40	975.00	390.00
05/21/25	J. Onorati	Call with A. Corbett to discuss governmental issues and ethics concerning proposed shade session;	0.40	675.00	270.00
05/22/25	J. Onorati	Call with M. Merwitzer to discuss new issues surrounding settlement and Village approval; discuss same with E. Stearns; communication with J. Hernandez to schedule call to discuss outstanding issues;	0.50	675.00	337.50
05/23/25	A. Corbett	Exchanged emails with Joe Onorati regarding 57.105 issue;	0.20	975.00	195.00
05/23/25	J. Onorati	Zoom with Village attorneys to discuss settlement and issues surrounding executive session;	0.40	675.00	270.00
05/23/25	J. Onorati	Call with M. Merwitzer to discuss meeting and strategy going forward;	0.50	675.00	337.50
05/27/25	J. Onorati	Review Florida Statute on Public Officer Code of Conduct in advance of call with B. Swing and J. Berkowitz to discuss motion for sanctions; call with same to discuss; finalize and file Motion to Transfer; communication with Falk Waas to schedule hearing on Motion to Dismiss;	1.00	675.00	675.00
05/28/25	J. Onorati	Zoom with J. Hernandez and M. Merwitzer to discuss current status of litigation and settlement; call with M. Merwitzer to discuss strategy;	0.30	675.00	202.50
05/29/25	J. Onorati	Review Cody's memo on his voting rights; research additional conflict of interest laws on voting; call with M. Merwitzer about same;	1.00	675.00	675.00
05/30/25	J. Onorati	Review order specially setting status conference for hearing on motion to dismiss; review news article published on the Floridian, and call with M. Merwitzer to discuss options going forward;	0.40	675.00	270.00

Timekeeper Summary

Name	Hours	Rate	Amount
Abigail Corbett1	0.60	975.00	585.00
Joseph Onorati	18.70	675.00	12,622.50
Joseph Onorati	5.20	625.00	3,250.00

STEARNS WEAVER MILLER
WEISSLER ALHADEFF & SITTERSON, P.A.

Museum Tower
150 West Flagler Street, Suite 2200
Miami, FL 33130
Direct Line: (305) 789-3200
Fax: (305) 789-3395

Mark Merwitzer
9705 Hibiscus Street
Palmetto Bay, FL 33157

Invoice Date: June 25, 2025
Invoice Number: 16109315
Matter Number: 48324.0001

*For Professional Services through **May 31, 2025***

Matter: Cody v. Village of Palmetto Bay and Merwitzer

Total Fees	$	16,932.50
Total Costs	$	1,025.89
Total Due This Invoice	$	17,958.39

Name		Hours	Rate	Amount
Thomas Raine		1.00	475.00	475.00
	Total	**25.50**		**$16,932.50**

Cost Summary

Description	Amount
Online Research	1,025.89
Total	**$1,025.89**

Total Due This Invoice **$17,958.39**

E.E. Stearns

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Art-in-Public Places Advisory Board Meeting (May 29, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-AIPP-2025-05-29

Art in Public Places Advisory Board
In-Person Meeting at Village Hall
1st Floor Conference Room
9705 East Hibiscus Street, Palmetto Bay, FL 33157

Meeting of May 29th, 2025, at 6:00 PM

MINUTES

I. Roll call and acknowledgement of visitors.

- Chair Gary Traczyk called the meeting to order at 6:04pm.
  - i. *Board Members Present*
    1. Patricia Rodriguez, Richard Cohen (arrived at 6:08pm), Gary Traczyk, Susan Feldman, Pamela Gorman.
  - ii. *Board Members Absent*
    1. None.
  - iii. *Councilmembers Present*
    1. Steve Cody-*Council Liaison*
  - iv. *Staff Present*
    1. Andrea Candelaria-*Sustainability & Resiliency Planner & AIPP Staff Liaison*
  - v. *Members from the Public Present*
    1. Tone Calle- Local Artist
    2. Jill Stone- Guest of Tone Calle

II. Public comments, including comments from Village Council, Manager or staff.

- Councilmember Steve Cody gave an update to the Board regarding the Council's decision not to accept the recommendation from the AIPP Board of the art proposal for the SW 152 Street & Old Cutler Road project. Various Board members expressed their comments regarding this disapproval of the Council's decision.
- Board member Rick Cohen arrived at the meeting at 6:08pm.

III. Approval of Meeting Minutes- March 13th, 2025.

- Board Member Patricia Rodriguez motioned, Board Member Pamela Gorman seconded, all voted in favor.

IV. Old Business

- *Status Update: SW 152 Street & Old Cuter Road Traffic Circle AIPP Recommendation*
  - i. Staff Liaison Andrea Candelaria gave an update to the AIPP Board Members on the latest developments regarding the SW 152 Street & Old Cuter Road Traffic Circle AIPP Recommendation. She explained that while the AIPP Board recommended the artists Cecilia Lueza and Rick Munne's art proposal titled "Radiance" to be selected as the art piece for the traffic circle, the Village Council chose to defer the item for reconsideration at the April 2025 Regular Council Meeting. The Council deferred the item to the May 2025 Committee of the Whole Workshop (COW). At the May 2025 COW, the Village Council made recommendations for the Call to Artist to be rescinded and for the Village Manager to go out to bid once more, with their recommendations. Their recommendations included the following:

1. For the traffic circle art piece to include a theme that identifies Palmetto Bay and speaks to the community.
2. To include more lighting around the traffic circle.
3. To include more language that heavily specifies the theme of environmentalism, conservation, and sustainability.
4. To include verbiage of no water accessory fixtures.
5. To include verbiage of prohibiting pedestrian activities.
6. To include an increase in budget funds for the art piece.

ii. She mentioned that she will be presenting this Resolution at the next Regular Council Meeting, (June 2nd, 2025) which includes those recommendations and rescinds the previous call to artist. She will be updating the AIPP Board at the next AIPP Board meeting in July regarding this subject.

V. Discussion of agenda items

- None.

VI. New Business

- *Artist Presentation: Coral Reef Park Art Piece Redesign*
  - i. Staff Liaison Andrea Candelaria introduced the local artist pursuing to redesign an old art sculpture at Coral Reef Park, Tone Calle.
  - ii. Tone Calle gave a presentation to the art board regarding his proposal titled “The Copper Pyramid of Art & Energy”.
  - iii. Various AIPP Board members asked Tone questions about the proposal. Board Member Susan Feldman asked for the signage to be reflected in different languages.
  - iv. Councilmember Steve Cody asked questions regarding if this would be considered as an unsolicited proposal and if there should be any concerns with changing the art that was originally created. Staff Liaison Andrea Candelaria mentioned that while this might not be considered as an unsolicited proposal because of the minor additions being considered, she will discuss this with the Village Manager and Village Attorney for further clarification.
  - v. Board Member Susan Feldman proposed to approve the art proposal All Board members voted in favor unanimously to approve the recommendation of the proposal to the Village Council. Andrea mentioned that the next steps were for Council to approve the recommendation at the July 7th, 2025 Regular Council Meeting, pending consultation from the Village Manager and Village Attorney.

VII. Requests for assistance to Village Council and Village Manager

- Board Member Rick Cohen expressed his disappointment with the Village Council for not accepting the art proposal for the SW 152 Street & Old Cutler Road traffic circle. Other Board Members chimed in agreement.

VIII. Selection and list of discussion for next meeting scheduled for July 10th, 2025, at 6:00 PM.

- All Board Members expressed their availability for the next meeting.

IX. Adjournment

- Chair Gary Traczyk motioned to adjourn. Board Member Rick Cohen seconded, all voted in favor.
- Meeting adjourned at 7:32pm.



AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Tree Advisory Board Meeting (March 31, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-Tree Board-2025-03-31

TREE ADVISORY BOARD MEETING
MONDAY, MARCH 31, 2025 – 5:00 PM

VILLAGE OF PALMETTO BAY MUNICIPAL CENTER
9705 E. HIBISCUS STREET, PALMETTO BAY, FL 33157
(First Floor Conference Room)

MINUTES

1. **Roll call and acknowledgement of visitors**

2. **Public Comments, including comments from Village Council, Village Manager, or staff**

Resident Sheila Frazer at 9305 SW 181st St. Sheila spoke about the Million Orchid Project. She wanted to know if there is an interest to reignite the project in the Village. The Tree Advisory Board made a unanimous motion to continue this project. The TAB felt this was important 10 years ago when it was first brought to the board for approval.

3. **Approval of Meeting Minutes**
   a. January 27, 2025 (attached) Approved meeting minutes
   b. September 30, 2024 (pending to be submitted and approved) Pending
   c. November 25, 2024 (pending to be submitted and approved) Pending

4. **Old Business**

- The County is rolling out an Urban Forestry Plan. The Tree Advisory Board Village made a motion to have Craig meet with the Village Manager to review the plan and how the Village can get involved to partner with the county.

5. **Discussion of Agenda Items:**
   a. Tree of the Year Submissions and Earth Week Art Contest. 2 trees are up for selection, no action for the tree advisory board to take with voting. Earth Week Art Contest deadline today for voting.

   b. Tree Management Plan -defer discussion to next meeting when Chair Henry Clifford is present.
      i. Cost considerations to develop
      ii. List of data points
      iii. Steps to develop and use for tree management

   c. Tree List for Arbor Day, 2025 Tree Giveaway
      i. Expanded budget This year's budget went to $2,700. Prior year budget $900. Giveaway is the 19th of April.

The Tree Advisory Board made a motion to recommend for tree selection giveaway for next year to refer to list provided for high quality trees as well as the Biscayne Prickly Ash (Native Tree Nursery will be growing these) , Torchwood, Joewood

ii. Plan for excess trees and public educations- Village will see what trees if any are leftover and find the right place to have them planted within the Village.

6. **New Business**

- Shading Palmetto Bay, 2025 effort. 161 trees planted all in right way areas. Right Tree Right Place.
- The Tree Advisory Board made a motion for a budget for Shading Palmetto Bay 2026 is $200,000

7. **Requests for assistance to Village Council and Village Manager**

8. **Date of next meeting scheduled for Monday, June 30, 2025, at 5:00 PM**

Written and prepared by Secretary Jenna Knackstedt

AGENDA ITEM NO. 8.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Tree Advisory Board Meeting (June 30, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-Tree Board-2025-06-30

TREE ADVISORY BOARD MEETING
MONDAY, JUNE 30, 2025 – 5:00 PM
VILLAGE OF PALMETTO BAY MUNICIPAL CENTER
9705 E. HIBISCUS STREET, PALMETTO BAY, FL 33157
(First Floor Conference Room)

MINUTES

1. **Roll call and acknowledgement of visitors**

2. **Public Comments, including comments from Village Council, Village Manager, or staff**

3. **Approval of Meeting Minutes**
   a. March 31, 2025 *(attached)* *Approved Meeting Minutes*
   b. September 30, 2024 *(pending to be submitted and approved)* *Pending*
   c. November 25, *2024 (pending to be submitted and approved)* *Pending*

4. **Old Business**

Tree Giveaway- The giveaway went well and the board discussed even expanding the budget more to increase the amount of trees or giveaway occurrences for future events.

Sheila Frazer and Fanny spoke with the Manager at Fairchild Program about future plans for the Million Dollar Project. We are looking forward to an update at the next council meeting.

Urban Forestry Plan-Craig is still pending a meeting to meet with the Village Manager to review the plan and how the village can get involved to partner with the county.

5. **Discussion of Agenda Items:**
   a. Tree Management Plan – Shading Palmetto Bay *(Chair Clifford)*

   Safety pruning, installation of trees, monitor the installation

   maintenance of these trees, tree removals,

   b. Tree Preservation Program *(Council Liaison Merwitzer)*

   -Vice-Mayor Merwitzer discussed a tree preservation program to

   take a survey on any site prior to development to preserve any/all

   trees. This includes early identification

- The Tree Advisory Board made a motion for Craig's 3 modifications to the proposed resolution.

Section 2. A including , but not limited to right of way

Section 2 B 3, Specimen trees as defined in the "Miami Dade" Code and DCMP.

Section 2. B 5. Prohibited species required for removal

6. Utilize tree survey

-Tree Advisory Board makes a recommendation to the council to clarify previous motion for Shading Palmetto Bay to make it it's own general budget item $200,000

6. **New Business**

Craig voiced his concern of the minimal area left of the pine rockland remaining in the 22 acres. The Tree Advisory board made a motion to advise the village manager thru the parks department manager, that meetings start asap between the parks director and property owner to identify the concerns and work together to start managing the pine rockland.

7. **Requests for assistance to Village Council and Village Manager**

8. **List of discussion items or the next meeting scheduled for Monday, July 28, 2025, at 5:00 PM -**Recommend to meet onsite at Village Center to have meeting and then walk the 22 acres to review the site conditions.

9. **Adjournment**

WRITTEN AND PREPARED BY SECRETARY JENNA KNACKSTEDT

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
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 T0 COUNCIL BENEFITS; VESTING THE AMOUNT OF FIVE HUNDRED ($500.00) A MONTH FOR TWO YEARS OF HEALTH BENEFITS FOR EACH FOUR-YEAR TERM OF SERVICE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore) (Passed on First Reading on July 7, 2025, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Health Benefit

ORDINANCE NO. 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING T0 COUNCIL BENEFITS; VESTING THE AMOUNT OF FIVE HUNDRED ($500.00) A MONTH FOR TWO YEARS OF HEALTH BENEFITS FOR EACH FOUR-YEAR TERM OF SERVICE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Patrick Fiore)*

WHEREAS, health benefits on a reimbursement were provided to Councilmembers through Ordinance 2017-21; and

WHEREAS, Ordinance 2023-21 rescinded Ordinance 2017-21 by providing, on a non-reimbursable basis, the amount of Five Hundred ($500) Dollars a month for two years for each four-year term served; and

WHEREAS, to ensure that, at a minimum, this existing current level of benefits is not decreased for current and future Councilmembers, the Village Council wishes to have this benefit as a vested right of a Councilmember.

NOW THEREFORE, BE IT ENACTED 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 current health benefit of $500.00 per month for two years for each 4-year term of Council service is a vested benefit for all current and future Councilmembers.

Section 3. This Ordinance shall take effect immediately upon approval at second reading.

PASSED AND ADOPTED this 2nd day of June, 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John C. Dellagloria
Village Attorney

VOTE ON FIRST READING:

Council Member Patrick Fiore ____

Council Member Steve Cody ____

Vice Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Council Member Marsha Matson _____

FINAL VOTE AT ADOPTION AND ON SECOND READING:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Mayor Karyn Cunningham ___

AGENDA ITEM NO. 10.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney'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, AMENDING ARTICLE II, DIVISION I, AT SECTION 2-47, "AGENDA PROCEDURE", BY AMENDING THE "ORDER OF BUSINESS", "PROPOSED AGENDA ITEMS", AND "AGENDA CLOSING DATES"; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria) (Passed on First Reading on July 7, 2025, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ordinance-Agenda_Closing_Date

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING ARTICLE II, DIVISION I, AT SECTION 2-47, "AGENDA PROCEDURE", BY AMENDING THE "ORDER OF BUISSNESS", "PROPOSED AGENDA ITEMS", AND "AGENDA CLOSING DATES"; PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*

WHEREAS, Section 2-47 addresses the preparation of the agenda for regular Council meetings; and

WHEREAS, Section 2-47(a), the "Order of Business", does not establish who is responsible for the actual preparation of the agenda; and

WHEREAS, Section 2-47 (d) states that the agenda closes eight (8) days prior to the next regularly scheduled meeting for the Village Clerk to prepare the agenda'; and

WHEREAS, Resolution 2020-45 called for the agenda to close fifteen (15) days prior to the meeting; and

WHEREAS, the Code of Ordinance at Section 2-47 (d) controls over the Resolution and the Council wishes to clarify the date the agenda closes to amend the section to require a 15-day closing date for items to be submitted to the Village Clerk for inclusion on the regular Council agenda and to extend the hour the agenda closes.

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 2-47 (a) of the Village Code of Ordinance is amended as follows:

Additions shown by underlining and deletions shown by ~~overstriking~~.

(a) *Order of business*. There shall be an official agenda for every regular and special meeting of the council that shall ~~determine the order of business to be conducted at the meeting.~~ be prepared and published by the Village Clerk. The Mayor shall determine the order of business to be conducted at the meeting by reviewing the agenda before it is published. The Mayor may not remove agenda items sponsored by the Village Administration or members of the Village Council and must adhere to the established agenda closing dates. The order of business of the Council at the regular council meetings shall be as follows:

(b)(2) Proposed agenda items that are not timely delivered in accordance with the ~~seven-day~~ fifteen-day rule of subsection (c) and which are sponsored by a Councilmember, shall not be placed on the agenda unless approved ~~accompanied~~ by t~~he signatures of at least a~~ majority of the Council. Proposed agenda items not delivered in accordance with the ~~seven-day~~ fifteen-day rule and which are sponsored by the Village Manager, ~~or~~ Village Attorney, or Village Clerk ~~shall not~~ may be placed on the agenda, after the fifteen-day rule~~. unless the manager or attorney certifies in writing that the matter is time sensitive or is an emergency affecting life, health, property, or public safety. These items shall require the affirmative vote of two-thirds of the council present for adoption or enactment.~~

(b)(3) No item shall be placed on the consent agenda in violation of the ~~seven day rule~~ fifteen-day rule unless determined by the Village Clerk.

Section 3. Section 2-47 (d) of the Village Code of Ordinances is amended as follows:

(d) *Agenda closing dates*. The agenda for all regular meetings of the Council shall be closed by ~~5:00 p.m.~~11:59 p.m. on the ~~eight~~-15th day prior to the date of the meeting. Except as provided in paragraph (b)(2), no additional items shall be added to the agenda after the agenda closing date.

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 ____ day of _____, 2025.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2025.

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 Mark Merwitzer ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 30, SECTION 30-50.19 OF THE CODE OF ORDINANCES STYLED: "VILLAGE MIXED USE DISTRICT, VMU" BY CREATING REFERENCE TO FINAL JUDGMENT AND SETTLEMENT AGREEMENT PERTAINING TO PROPERTY LOCATED WITHIN VMU DISTRICT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney, John Dellagloria)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Amending VMU District

ORDINANCE NO. 2025-__

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 30, SECTION 30-50.19 OF THE CODE OF ORDINANCES STYLED: "VILLAGE MIXED USE DISTRICT, VMU" BY CREATING REFERENCE TO FINAL JUDGMENT AND SETTLEMENT AGREEMENT PERTAINING TO PROPERTY LOCATED WITHIN VMU DISTRICT, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*

WHEREAS, the Mayor and Village Council on June 25, 2025, adopted Resolution No. 2025-36 which approved a Settlement Agreement between 17777 Old Cutler Road, LLC and the Village of Palmetto Bay; and

WHEREAS, the real property (the "Property") subject to the Settlement Agreement is located within the Village Mixed Use District; and

WHEREAS, a Final Judgment approving the Settlement Agreement was entered on July 2, 2025, by the Circuit Court of the Eleventh Judicial Circuit in the case of *17777 Old Cutler Road, LLC v. Village of Palmetto Bay,* Case No. 2022-6141-CA-01; and

WHEREAS, the terms of the Final Judgment and the Settlement Agreement govern the development of the Property, and it is necessary and appropriate to include in Section 30-50.19 of the Code of Ordinances a reference to the Final Judgment and the Settlement Agreement.

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. Chapter 30 "Zoning" of the Code of Ordinances is hereby amended to read as follows:

(Additional text is shown as underlined).

Section 30-50.19 Village Mixed Use District, VMU

(a) *Purpose, intent and applicability.*

***

(5) Notwithstanding anything to the contrary in this or any other sections, divisions or regulations, the designated areas within the Village Mixed Use District are subject to and governed by the Final Judgment and Settlement Agreement recorded July 18, 2025 at Official Records Book 34856 at Pages 3530 –3596 of the Public Records of Miami-Dade County, Florida. The Final Judgment and Settlement Agreement shall control in the event of any conflicts with, or ambiguity created by, other provisions or regulations of this Code.

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 a 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 8th day of September, 2025.

PASSED AND ADOPTED ON SECOND READING this _____ day of _____, 2025.

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 Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Council Member Patrick Fiore _____

FINAL VOTE ON SECOND READING AND APPROVAL:

Mayor Karyn Cunningham _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Council Member Patrick Fiore _____

AGENDA ITEM NO. 11.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING CHAPTER 33 TO THE VILLAGE CODE OF ORDINANCES TITLED "POLICY FOR THE REQUIRED USE OF VILLAGE-ISSUED DEVICES;" ESTABLISHING REQUIREMENTS FOR THE USE OF ELECTRONIC DEVICES DURING PUBLIC MEETINGS; REQUIRING THE USE OF VILLAGE-ISSUED DEVICES BY VILLAGE COUNCIL MEMBERS AND CHARTER OFFICERS; PROHIBITING UNAUTHORIZED NETWORK ACCESS; ESTABLISHING COMPLIANCE PROCEDURES; PROVIDING FOR ENFORCEMENT PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*
SUGGESTED ACTION:	

ATTACHMENTS:

Electronic Device Ordinance 8-24-2025.docx

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING CHAPTER 33 TO THE VILLAGE CODE OF ORDINANCES TITLED "POLICY FOR THE REQUIRED USE OF VILLAGE-ISSUED DEVICES;" ESTABLISHING REQUIREMENTS FOR THE USE OF ELECTRONIC DEVICES DURING PUBLIC MEETINGS; REQUIRING THE USE OF VILLAGE-ISSUED DEVICES BY VILLAGE COUNCIL MEMBERS AND CHARTER OFFICERS; PROHIBITING UNAUTHORIZED NETWORK ACCESS; ESTABLISHING COMPLIANCE PROCEDURES; PROVIDING FOR ENFORCEMENT PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*

WHEREAS, the Village of Palmetto Bay is, committed to maintain transparency in government operations and ensuring compliance with Florida's public records laws; and,

WHEREAS, Chapter 119,Florida Statutes, the "Public Records Act", requires that public records be made available for public inspection and copying; and,

WHEREAS, Section 286.011, "Public Meetings and Records" (the Government in the Sunshine Act), requires that all meetings of boards or commissions of any agency or authority of any county, municipal corporation, or political subdivision be open to the public; and,

WHEREAS, the use of personal electronic devices during public meetings may compromise the ability to maintain complete public records and may facilitate ex-parte communications that violate the Sunshine Law: and,

WHEREAS, the Village has a compelling interest in ensuring that all electronic communications and documents created or accessed during public meetings are properly preserved as public records; and,

WHEREAS, the Village Council finds that standardizing electronic device use during public meetings will enhance transparency, ensure compliance with the state law, and maintain public trust.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE 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. Chapter 33, "Policy for the Required Use of Village Used Devices" is hereby created:

Chapter 33: Policy of the Required Use of Village Used Devices

Sec. 33-1. DEFINITIONS for purposes of this Ordinance, the following shall apply.

"Charter Officers" means the Village Manager Village Attorney, and Village Clerk.

"Electronic Device" means any laptop computer, tablet computer, smartphone, or other portable computing device capable of accessing the internet, creating documents, or facilitating electronic communications.

"**Public Meeting**" means any meeting subject to Section 286.011, Florida Statutes, including regular meetings, special meetings, and workshop sessions of the Village Council.

"Village-Issued Device" means an electronic device owned, configured, and maintained by the Village of Palmetto Bay for official Village business.

"VPN ('Virtual Private Network')" means technology that creates a secure, encrypted connection over a less secure network, such as the internet.

Sec 33-2. Mandatory Use:

During all public Meetings, Village Council members and Charter Officers shall use only Village-issued Electronic Devices for any electronic activity related to Village business, including but not limited to:

1. Accessing meeting materials and documents
2. Taking notes

3. Referencing information
4. Electronic communications
5. Internet research related to agenda items.

Sec. 33-3. Device Selection:

Each Village Council member may choose between a Village issued laptop or tablet as their primary device for Public Meetings, subject to availability and IT department approval.

Sec. 33-4. Personal Device Prohibition:

Personal Electronic Devices shall not be used during public meetings for any purpose related to Village business. Personal devices may be used only for personal communications unrelated to Village business.

Sec. 33-5. NETWORK ACCESS RESTRICTIONS

A. VPN Prohibition:

Village Council members and Charter Officers are prohibited from connecting to or using any private VPN service while connected to the Village network at all times.

B. Authorized Network Only:

All internet access during Public Meetings shall be conducted exclusively through Village-provided networks and internet connections.

C. Network Monitoring Only:

The Village reserves the right to monitor usage on Village-issued devices during Public Meetings to ensure compliance with this Ordinance and applicable laws.

Sec.33-6. PUBLIC RECORDS COMPLIANCE

A. Automatic Preservation:

All documents, communications, and electronic records created, received, or accessed on Village-issued devices during Public Meeting shall be automatically preserved in accordance with Chapter 119, Florida Statutes.

B. Prohibited Platforms:

The use of ephemeral messaging applications, encrypted communications platforms that do not preserve records (including but not limited to Signal, Snapchat, or similar applications), and any communication method that automatically deleted messages is strictly prohibited during Public Meetings.

C. Collaborative Documents:

All collaborative document platforms used during Public Meetings must maintain complete version histories and access logs that comply with public records requirements. Google Docs and similar platforms may only be used if configured to preserve all edited histories and comments as public records.

Sec. 33-7. SUNSHINE LAW COMPLIANCE

A. Communications Restrictions:

Village Council members shall not use Electronics Devices during Public Meetings to engage in communications with other Council members regarding matters pending before the Council, except as part of the official public meeting proceedings.

B. Prohibited Ex-Parte Communications:

Electronic communications with individuals not present at the Public Meeting regarding agenda items or matters under consideration are prohibited during Public Meetings.

C. Transparency Requirement:

All electronic activities conducted in Village-Issued devices during Public Meetings are subject to public inspection.

Sec. 33-8. TECHNICAL REQUIREMENTS AND SUPPORT

A. Device Configuration:

The Village IT Department shall configure all Village-issued devices to:

1. Automatically preserve all electronic records
2. Prevent installation of unauthorized applications.

3. Block access to prohibited communications platforms.
4. Maintain comprehensive access and usage logs.

B. Training:

The Village shall provide training to Village Council members and Charter Officers on the proper use of Village-issued devices and compliance with this Ordinance**.**

C. Technical Support:

The Villate IT Department shall provide technical support for Village-issued devices and ensure their availability for all public meetings.

Sec. 9. ENFORCEMENT AND COMPLIANCE

A. Monitoring:

The Village Manger or designee may monitor compliance with this Ordinance during public meetings.

B. Violations:

Violations of this Ordinance may result in:

1. Public censure
2. Requirements for additional training
3. Other appropriate remedial actions as determined by the Village Council

C. Public Records Disclosure:

Any violation of this Ordinance that results in the improper handling of public records shall be immediately reported to the appropriate authorities and disclosed to the public.

Sec.10. EMERGENCY EXCEPTIONS

In the event of technical failure of Village-issued devices or Village network infrastructure, the Village Manager may authorize temporary use of alternative devices or networks, provided that:

A. All electronic records created during such emergency use are immediately transfer to Village systems.

B. A written report documenting the emergency and steps taken to preserve public records is filed withing 24 hours; and

C. The public is notified of any temporary deviation from this ordinance during the Public Meeting.

Sec. 33-10. **IMPLEMENTATION**

A. Effective Date:

This Ordinance shall take effective sixty (60) days after adoption to allow for procurement and configuration of necessary devices and systems.

B. Transition Period:

During the sixty-day implementation period, the Village shall:

1. Procure and configure Village-issued devices for all Council members and Charter Officers
2. Provide required training.
3. Update IT infrastructure, as necessary.
4. Development procedures for device management and record preservation.

SECTION 3.. **SEVERABILITY**

If any paragraph, sentence, clause, phrase, or word of this Chapter 33, Section 33.1-33.10 Ordinance is for any reason held by a court component jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this ordinance.

SECTION 4.. **CONFLICTS**

All Ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. **EFFECTIVE DATE**

This Ordinance shall take effect in accordance with the provisions of the Village Charter and applicable law.

PASSED AND ENACTED ON FIRST READING this 8th day of September 2025.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2025.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____

John C. Dellagloria
Village Attorney

FINAL VOTE AT ADOPTION ON FIRST READING:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Mayor Karyn Cunningham ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Mayor Karyn Cunningham ___

AGENDA ITEM NO. 11.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING LITIGATION INITIATED BY A COUNCILMEMBER AGAINST THE VILLAGE OR COUNCILMEMBER; REQUIRING THAT THE COUNCILMEMBER INITIATING SUCH LEGISLATION, OR ANY ENTITY OWNED OR CONTROLLED BY THAT COUNCILMEMBER, SHALL BE RESPONSIBLE FOR PAYING ATTORNEYS' FEES AND COURT COSTS IF THE VILLAGE OR COUNCILMEMBER NAMED AS DEFENDANT IS DETERMINED TO BE THE PREVAILING PARTY; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Councilmember Litigation against Village

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING LITIGATION INITIATED BY A COUNCILMEMBER AGAINST THE VILLAGE OR COUNCILMEMBER; REQUIRING THAT THE COUNCILMEMBER INITIATING SUCH LEGISLATION, OR ANY ENTITY OWNED OR CONTROLLED BY THAT COUNCILMEMBER, SHALL BE RESPONSIBLE FOR PAYING ATTORNEYS' FEES AND COURT COSTS IF THE VILLAGE OR COUNCILMEMBER NAMED AS DEFENDANT IS DETERMINED TO BE THE PREVAILING PARTY; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, The Village of Palmetto Bay seeks to establish clear and equitable guidelines governing litigation initiated by a sitting Councilmember (hereinafter referred to as the "Initiating Councilmember") or an entity-owned or controlled by the Initiating Councilmember against the Village or Councilmember (hereinafter referred to as the "Defendant Councilmember").

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. Attorneys' Fees and Costs in Litigation by an Initiating Councilmember or an Entity-Owned or Controlled by an Initiating Councilmember Against the Village or Defendant Councilmember.

In any litigation initiated after the effective date of this ordinance, whether in the form of a complaint, ethics complaint, lawsuit, petition for writ, or other legal action filed against the Village or Defendant Councilmember by an Initiating Councilmember or an entity majority-owned or controlled by the Initiating Councilmember,

the Initiating Councilmember or his entity shall be responsible for paying the attorneys' fees and court costs incurred by the Village or Defendant Councilmember named in the litigation if the Village or Defendant Councilmember is determined to be the prevailing party.

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 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 5. Effective Date. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED ON FIRST READING this 8th day of September, 2025.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2025.

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 Mark Merwitzer ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 11.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PUBLIC RECORD REQUESTS; REQUIRING THE MAYOR, VICE MAYOR, AND COUNCILMEMBERS TO BE RESPONSIBLE FOR PAYMENT FOR OFFICIAL PUBLIC RECORDS REQUESTS ON THE SAME TERMS AS REQUIRED OF THE PUBLIC; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-PRR Payment

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PUBLIC RECORD REQUESTS; REQUIRING THE MAYOR, VICE MAYOR, AND COUNCILMEMBERS TO BE RESPONSIBLE FOR PAYMENT FOR OFFICIAL PUBLIC RECORDS REQUESTS ON THE SAME TERMS AS REQUIRED OF THE PUBLIC; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

WHEREAS, Chapter 119, Florida Statutes styled "Public Records", establishes the definitions, custodial requirements, inspection, exemptions, and violations regarding the public records maintained by respective governments and agencies of the State; and,

WHEREAS, the Village Council has adopted procedures and requirements concerning public records request, including requirements for registering and assigning a request number, for timely production, and for deposits and payments; and

WHEREAS, of recent date, there have been such an inordinate number of public records made by residents, outside entities, Members of the Village Council, and others that it has now resulted in the Village hiring outside staff to handle certain requests; and

WHEREAS, in addition to the sheer number of requests, the number of documents/videos/recordings contained in certain requests requires extensive clerical and supervisory work that further strains the resources of the Village; and

WHEREAS, the current policy of the Village regarding public records requests provides that there shall be no charge if the request takes no more than one hour to complete; and

WHEREAS, Section 2.6 of the Village Charter addresses "Compensation; Reimbursement for Expenses" for the elected officials and authorized employees in accordance with applicable law or as may be otherwise provided by Ordinance**;** and

WHEREAS, the Village Council now wishes to memorialize by Ordinance that public record requests made by a Member of the Village Council that requires more than one hour to complete shall follow the Village's current public records request policy and shall require payment if the request takes more than one hour to complete, and that any payment made shall not, by way of this Ordinance, be defined to be reimbursable to the councilmember.

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. That a public record request made by a Member of the Village Council that requires more than one hour to complete shall follow the Village's current public records request policy and shall requirement payment if the request takes more than one hour to complete.

Section 3. Pursuant to the language of Section 2.6 of the Village Charter, this Ordinance specifically provides that any payment required by a councilmember for a public records request shall not be deemed a reimbursable expense.

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 8th day of September, 2025.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2025.

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 Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: September 17, 2025

SUBMITTED BY: Missy Arocha, 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, RELATED TO PROCUREMENT; APPROVING THE FINAL NEGOTIATED AGREEMENT WITH DIADEM SPORTS, LLC. FOR MANAGEMENT AND OPERATION OF THE VILLAGE'S INDOOR PICKLEBALL CENTER UNDER A REVENUE-SHARE ARRANGEMENT; APPROVING BUSINESS TERMS INCLUDING REVENUE SHARE, MINIMUM PAYMENTS, RESIDENT BENEFITS, OPERATING STANDARDS, REPORTING, AND VILLAGE USE RIGHTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Parks & Recreation Director, Fanny Carmona)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo - Revenue Share and Management Agreement - Diadem Sports- Sept 2025 FINAL.docx
Reso - Revenue Share and Management Agreement- Diadem Sports - Sept 2025 FINAL.docx
Pickleball Management Services Agreement- FINAL 9-8-25.pdf
Exhibit A- Revenue Share and Management FINAL 9-8-25.pdf

To: Honorable Mayor and Village Council

Date: September 8, 2025

From: Nick Marano, Village Manager

Re: Pickleball Center Revenue Share and Management Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE FINAL NEGOTIATED AGREEMENT WITH DIADEM SPORTS, LLC. FOR MANAGEMENT AND OPERATION OF THE VILLAGE'S INDOOR PICKLEBALL CENTER UNDER A REVENUE-SHARE ARRANGEMENT; APPROVING BUSINESS TERMS INCLUDING REVENUE SHARE, MINIMUM PAYMENTS, RESIDENT BENEFITS, OPERATING STANDARDS, REPORTING, AND VILLAGE USE RIGHTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay is committed to expanding recreational opportunities for its residents through the creation of an indoor pickleball center. On March 26, 2025, the Village received an unsolicited proposal pursuant to Section 255.065, Florida Statutes, from Diadem Sports, LLC for the management and operation of an indoor pickleball center. In accordance with Resolution 2019-10 and Section 255.065, Florida Statutes, the Village Council has the authority to determine how unsolicited proposals shall be considered. On April 7, 2025, the Village Council authorized the Village Manager to initiate the unsolicited proposal process via Resolution No. 2025-23. The Village published UP# 2025-12-011 ("Notice of Receipt – Unsolicited Proposal for Pickleball Management Services") on April 29, 2025, closing on May 21, 2025, and no other proposals were received. On May 22, 2025, the evaluation committee reviewed the proposal and recommended acceptance of Diadem Sports, LLC as the most qualified and advantageous option for the Village. At the June 2, 2025, Council meeting, the Village considered multiple operational models, including Diadem as operator, and Diadem as tenant. On July 7, 2025, via Resolution No. 2025-38, the Village Council selected Option 3 – Revenue Share Agreement and directed staff to negotiate a final agreement incorporating specified resident benefits, guaranteed minimum payments,

and revenue-share terms. Village Administration and Diadem Sports have since completed negotiations, resulting in a final agreement that reflects Council's directives and ensures financial stability, operational excellence, and strong resident benefits, including Diadem Sports' commitment of a total of One Million Dollars ($1,000,000) in capital contributions — consisting of a Five Hundred Thousand Dollars ($500,000) upfront payment and an additional Five Hundred Thousand Dollars ($500,000) contribution toward the construction of the indoor pickleball center, payable in installments over the first five (5) years of the Agreement.

Diadem Sports has been identified as an experienced operator with expertise in pickleball facility management, programming, and customer service. The Village Council finds that entering into this agreement will generate revenue for the Village while ensuring a high level of recreational service for residents and visitors.

FISCAL IMPACT:
Parks and Recreation Budget

Attachments:
A. Agreement
B. Exhibit A- Revenue Share and Management

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE FINAL NEGOTIATED AGREEMENT WITH DIADEM SPORTS, LLC. FOR MANAGEMENT AND OPERATION OF THE VILLAGE'S INDOOR PICKLEBALL CENTER UNDER A REVENUE-SHARE ARRANGEMENT; APPROVING BUSINESS TERMS INCLUDING REVENUE SHARE, MINIMUM PAYMENTS, RESIDENT BENEFITS, OPERATING STANDARDS, REPORTING, AND VILLAGE USE RIGHTS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

WHEREAS, on March 26, 2025, the Village received an unsolicited proposal pursuant to Section 255.065, Florida Statutes, from Diadem Sports, LLC for the management and operation of an indoor pickleball center; and

WHEREAS, in accordance with Resolution 2019-10 and Section 255.065, Florida Statutes, the Village Council has the authority to determine how unsolicited proposals shall be considered; and

WHEREAS, on April 7, 2025, the Village Council authorized the Village Manager to initiate the unsolicited proposal process via Resolution No. 2025-23; and

WHEREAS, the Village published UP# 2025-12-011 ("Notice of Receipt – Unsolicited Proposal for Pickleball Management Services") on April 29, 2025, closing on May 21, 2025, and no other proposals were received; and

WHEREAS, on May 22, 2025, the evaluation committee reviewed the proposal and recommended acceptance of Diadem Sports, LLC as the most qualified and advantageous option for the Village; and

WHEREAS, at the June 2, 2025, Council meeting, the Village considered multiple operational models, including Diadem as operator, and Diadem as tenant; and

WHEREAS, on July 7, 2025, via Resolution No. 2025-38, the Village Council selected Option 3 – Revenue Share Agreement and directed staff to negotiate a final agreement incorporating specified resident benefits, guaranteed minimum payments, and revenue-share terms; and

WHEREAS, Village Administration and Diadem Sports have since completed negotiations, resulting in a final agreement that reflects Council's directives and ensures financial stability, operational excellence, and strong resident benefits, including Diadem Sports' commitment of a total of One Million Dollars ($1,000,000) in capital contributions — consisting of a Five Hundred Thousand Dollars ($500,000) upfront payment and an additional Five Hundred Thousand Dollars ($500,000) contribution toward the construction of the indoor pickleball center, payable in installments over the first five (5) years of the Agreement; and

WHEREAS, the Village Council finds that entering into this agreement will generate substantial revenue for the Village while providing a first-class pickleball center for residents and visitors.

NOW THEREFORE, BE IT RESOLVED 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. The Village Manager is hereby authorized to execute the agreement with Diadem Sports for the revenue-share and management services of the indoor pickleball center, substantially consistent with the business terms set forth below and in *Exhibit A*.

Section 3. Key Business Terms.

(a) Revenue Sharing & Minimum Payments:

- Years 1–5: 10.00% of Gross Operating Revenue

- Years 6–10: 11.00%
- Years 11–15: 12.10%
- Years 16–20: 13.31%
- Years 21–25: 14.64%
- Years 26–30: 16.10%
- Years 31–35: 17.71%
- Years 36–40: 19.48%
- The Village shall receive a minimum annual payment of two hundred thousand dollars ($200,000). If the applicable percentage of Gross Operating Revenue (as set forth below) does not meet this floor, Diadem Sports shall pay the difference within thirty (30) days after the end of each fiscal year.

(b) Resident Benefits:

- Court Rentals: $48/hour (non-resident rate $60/hour)
- Clinics: $10 discount per clinic
- Free Open Play: 3 days/week, minimum 4 hours/day
- Facility Rentals: 50% discount
- Court Reservations: Up to 7 days in advance
- Pro Shop: 20% discount on all merchandise
- Restaurant: 20% discount on in-house food purchases

(c) Operating Standards:

- Hours: Mon–Sat 7:00 a.m.–10:00 p.m., Sun 7:00 a.m.–9:00 p.m., holiday hours as agreed
- Daily professional cleaning, court maintenance, equipment upkeep, and landscaping
- Qualified staff on duty during all operating hours
- High customer satisfaction ratings as reviewed with Parks & Recreation Director

(d) Operations, Capital Improvements & Maintenance:

- Diadem manages all operations, maintenance, staffing, and utilities
- Diadem responsible for routine repairs under $10,000
- Capital improvements over $25,000 require Village approval; costs shared 60% Village / 40% Diadem
- Facility to be returned in good condition at the end of the agreement

(e) Financial Reporting & Audit Rights:

- Quarterly detailed financial statement (revenues by category, expenses, customer counts, comparative data) due within 15 days of quarter-end
- Annual comprehensive audit permitted with 30 days' notice
- Quarterly inspection rights with 48 hours' notice; additional audits if discrepancies exceed 5%
- Financial records retained for 7 years with electronic access to Village

(f) Village Use Rights:

- 6 full-facility community events annually with 1-year notice (no conflicting booking)
- 2 weeks each summer for Village half-day camp (4 courts, 9 a.m.–12 p.m.)
- Priority use during named storms or declared emergencies for shelter or crisis response, with facility returned to prior condition.

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Section 4. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 8th day of September 2025.

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 Mark Merwitzer _____

Mayor Karyn Cunningham _____

MASTER AGREEMENT FOR PICKLEBALL MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is entered into as of the Effective Date (defined in Section 1, below) by and between the Village of Palmetto Bay (the "Village"), a Florida Municipal Corporation, located at 9705 East Hibiscus Street, Florida, 33157, and Diadem Sports, LLC (the "Company"), a Florida corporation, located at 200 Park Central Blvd S Suite 1, Pompano Beach, FL 33064 and whose Federal Employer Identification Number is 45-4239505 (the "Parties").

WHEREAS, the Village desires to enter into a Revenue-Share Management Services Agreement with the Company; and

WHEREAS, the Village received an unsolicited proposal ("UP# 2025-12-011") from the Company; and

WHEREAS, the Company and the Village have agreed to enter into a revenue-share management services agreement, and the Company represents that it is competent, qualified, capable, and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants below, the Village and the Company agree, as follows:

1.0 Effective Date; Term

1.1. This Agreement shall take effect on the date (the "Effective Date") of its execution by the Village.

1.2. This Agreement shall be for a thirty (30) year term, commencing upon the Effective Date and remaining in force and effect, unless sooner otherwise terminated as provided herein. The Company may request to extend this Agreement for one (1) additional term of ten (10) years, subject to:

1.2.1. Written notice to the Village no later than twelve (12) months prior to expiration.

1.2.2. Mutual agreement by both parties.

1.2.3. Satisfactory performance review demonstrating compliance with all material terms.

1.3. The Company shall pay the Village a one-time capital contribution of Five Hundred Thousand Dollars ($500,000) toward the facility buildout, payable within

thirty (30) days of this Agreement's execution. In addition, the Company shall contribute an additional Five Hundred Thousand Dollars ($500,000) toward the facility buildout. This additional contribution shall be paid to the Village in equal annual installments over the first five (5) years of the Agreement, with each installment due on the anniversary date of the Complex openning. In the event this Agreement is terminated for cause, the Village shall not be required to return, refund, or repay any portion of the capital contribution paid by the Company. The capital contribution shall be deemed non-refundable and fully earned upon receipt.

2.0 Services to Be Performed by Company

2.1 The Village retains the Company to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the Unsolicited Proposal, to include all attachments and addenda, which are incorporated into this Agreement by this reference, attached as composites Exhibit "A" and Exhibit "B" made a part of this Agreement as set forth below:

Exhibit "A": Revenue Share and Management

Exhibit "B": UP# 2025-12-011 and Company's Response

2.2 Exclusive Provider. The Company recognizes and acknowledges that the Village may not utilize several different companies to perform the same or similar Services for the Village and that the Company will be sole management company to provide the Services.

2.3 Work Authorizations Valid After Agreement Expiration. When the Company and the Village enter into a Work Authorization where the term of the Work Authorization expires on a date that is later than the date that the Agreement expires, the Company and the Village agree that the terms of this Agreement and any amendments, attachments or provisions thereof shall automatically extend through and until the expiration (including any extension or amendment thereto) so the full completion of the requirements of the Work Authorization have been performed. Cancellation by the Village of any remaining services prior to the Company's full completion of the requirements of the Work Authorization shall cause the terms of this Agreement to terminate at the same time. This Section 2.5 applies only when the expiration of the Work Authorization extends beyond the expiration of this Agreement. This section does not apply when a Work Authorization expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 The compensation for these Services are itemized in Exhibit "A" attached.

4.0 Company's Responsibilities

4.1 The Company shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The Village's review, approval, acceptance, or payment for any of the Company's Services shall not be construed to: (i) operate as a waiver of any rights the Village possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Company's performance or nonperformance of this Agreement. The Company shall be and will always remain liable to the Village in accordance with applicable law for any and all damages to the Village caused by the Company's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Company's performance of the Services pursuant to this Agreement shall become the property of the Village after payment is made to the Company for such instruments or documents.

6.0 Termination

6.1 This Agreement may be terminated by mutual consent. Upon a material breach not cured within sixty (60) days of written notice, the Village may terminate immediately for failure to (i) maintain the required insurance, (ii) failure to pay minimum annual guarantee for two (2) quarters, (iii) violation of public records requirements. Upon receipt of such notice, the Company shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the Village all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been

accumulated by the Company in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the Village's right of set-off or other remedy, the Company shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the Village provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 Contingent and Brokers' Fees

The Company warrants that it has not employed or retained any company or person to solicit or secure this Agreement other than: (i) a bona fide employee working solely for the Company; or (ii) a broker duly engaged by the Company in connection with this Agreement. The Company further warrants that it has not paid or agreed to pay any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement, except to such bona fide employees or duly engaged brokers as expressly permitted herein.

For the breach or violation of this provision, the Village shall have the right to terminate the Agreement at its sole discretion, without liability, and to deduct from the Agreement price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid or agreed to be paid in violation of this Section

8.0 Assignment

This Agreement may not be assigned or transferred without the Village's prior written consent, which shall not be unreasonably withheld. Any approved assignment must include assumption of all obligations by the assignee.

9.0 Professional Associates and Subcontractors

If the Company requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Company must obtain the prior express written approval of the Village, which the Village may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the Village. If after obtaining the Village's approval the Company utilizes any professional associates or subcontractors in the delivery of the Services then the Company shall remain solely and fully liable to the Village for the performance or nonperformance

of all such professional associates and subcontractors. The failure of a professional associate or subcontractors to timely or properly perform any of its obligations to the Company shall not relieve the Company of its obligations to the Village under this Agreement.

10.0 Indemnification of Village

The Company agrees to indemnify, defend, and hold harmless the Village, its officials, employees, and agents from any claims, damages, or losses arising from Diadem's operations, negligence, willful misconduct or breach of this Agreement. The Village agrees to indemnify, defend, and hold harmless the Company, its officers, employees, and agents from any claims, damages, or losses arising from the Village's gross negligence, willful misconduct, or breach of this Agreement. Nothing in this section shall be construed as a waiver of the Village's sovereign immunity or as extending the Village's liability beyond the limits established in Section 768.28, Florida Statutes, as may be amended. Any indemnification by the Village is subject to, and limited by, the provisions of Florida law, including the availability of appropriate funds.

10.1 Limitation of Liability. IN NO EVENT SHALL THE VILLAGE BE LIABLE TO THE COMPANY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS AGREEMENT BY THE VILLAGE WHETHER BASED IN AGREEMENT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

11.0 Insurance/Bond Requirements

The Company shall maintain, at its own expense, throughout the term:

A. Commercial General Liability Insurance with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. ($1m and $3m aggregate)
B. The Village shall be named as an additional insured on applicable policies.
C. Certificates of insurance shall be provided annually, with thirty (30) day notice of cancellation or material changes.

Property and Casualty Insurance: The Company shall provide, pay for, and maintain property and casualty insurance for the Company's equipment, inventory, and improvements.

Workers Compensation. The Company shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors, as required by Florida Statutes.

Bond. A Performance Bond shall be required for the first year of the Agreement that will cover the minimum payment for the first year of the Agreement. Provided that the Company has complied with all payment obligations and performance requirements during the initial term, the Village Manager, shall waive the requirement for any Performance Bond(s) beyond the first year of the Agreement.

12.0 Public Entity Crimes

The Company declares and warrants that neither the Company nor any of the Company's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Company or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the Village pursuant to Section 287.133, Florida Statutes, then the Company shall be in material default of this Agreement, and in such case, the Village shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

The Company warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Company, the Village shall designate in writing one or more of its employees who are authorized to act by and on behalf of the Village to transmit instructions, receive information and interpret and define the Village's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Company shall designate or appoint one or more Company representatives who are authorized to act on behalf of and to bind the Company regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the Village.

17.0 Independent Company

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the Parties, or as constituting the Company (including its officers, employees, and agents) as the agent, representative, or employee of the Village for any purpose, or in any manner, whatsoever. The Company is to be and shall remain forever an independent Company with respect to all Services performed under this Agreement. The Company shall not pledge the Village's credit or make the Village a guarantor of payment or surety for any agreement, debt, obligation, judgment, lien or any form of indebtedness and the Company shall have no right to speak for or bind the Village in any manner.

18.0 Public Records Law

(a) The Company acknowledges the Village's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Company further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Company shall provide all requested documents to the Village which shall determine whether to release them or exert a claim for exemption or privilege.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Company acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) Keep and maintain public records required by the Village to perform the services required under this Agreement;

(2) All meetings between parties regarding material terms subject to Florida Sunshine Laws.

(3) Both parties warrant compliance with all applicable ethics laws.

(c) **IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS AT:**

Village of Palmetto Bay
Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
305-259-1234
marocha@palmettobay-fl.gov

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the Company shall abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provisions of such Services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the Village to terminate this Agreement immediately upon delivery of written notice of termination to the Company.

20.0 Governing Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the State courts of Miami-Dade County. Each Party shall be responsible for its own attorneys' fees and other legal costs and expenses.

21.0 Notices

Whenever either Party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the Party for whom it is intended at the place last specified by each Party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 22. For the present, the Parties designate the following as the respective places for giving of notice, to wit:

For Village: **Nick Marano**
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

For Company: **Rene Prats, Head of Development**
Diadem Sports, LLC
200 Park Central Blvd S
Suite 1
Pompano Beach, FL 33064

22.0 Severability

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement; any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Unauthorized Alien(s)

The Company shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The Village shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the

Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the Village's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the Village, the Company shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

24.0 Company Representations

24.1 The Company hereby represents and warrants the following to the Village:

24.1.1 Company is a corporation that is duly organized and existing in good standing under the laws of the State of Florida with full right and authority to do business within the State of Florida.

24.1.2 Company's performance under this Agreement will not violate or breach any agreement to which the Company is a Party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

24.1.3 Company has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

24.1.4 Company now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

24.1.5 Company has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

24.1.6 Company has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

24.1.7 Company shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

24.1.8 Company shall, at no additional cost to Village, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

24.1.9 Each individual executing this Agreement on behalf of the Company is authorized to do so.

25.0 Default and Remedy

If the Company materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Company receives written notice of the default from the Village, then the Village shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Company, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the Village materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Village receives written notice of the default from the Company, then the Company shall have the right to immediately terminate this Agreement by delivering written notice to the Village. Upon any such termination, the Village shall pay the Company the full amount due and owing for all Services performed through the date of Agreement termination.

26.0 Waiver

A waiver by either the Village or Company of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach of this Agreement. The making or acceptance of a payment by either Party with the knowledge of the other Party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

27.0 Force Majeure

Either Party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither Party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other Party describing the event in

reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other Party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

28.0 Key Personnel

The Company shall notify the Village if any of the Company's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Company shall notify the Village at least ten (10) days prior to any proposed change in its Key Personnel. At the Village's request the Company shall remove without consequence to the Village any of the Company's, subcontractors, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The Village shall have the right to reject the Company's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Rene Prats, Head of Development

29.0 No Construction Against Drafter

The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

30.0 Employment Eligibility Verification (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the Company hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Company or subcontractor. The Company acknowledges and agrees that (i) the Village and the Company may not enter into this Agreement, and the Company may not enter into any subcontracts hereunder, unless each Party to this Agreement, and each Party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the Village may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the Company becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractors does not employ, contract with, or subcontract with, an unauthorized alien. The Company shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Eleventh Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the Company, the Company may not be awarded a public contract with the Village for a period of one (1) year after the date of termination. The Company shall be liable for any additional costs incurred by the Village as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

31.0 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Company shall remove all construction equipment, machinery and surplus material and properly dispose of waste material.

32.0 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect, and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public, Village employees or Village property.

33.0 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials The Company shall be responsible for payment of its own and its share of its employee taxes, Workers Compensation and Social Security benefits.

34.0 Village Property

The Company has no ownership in the land, the improvement, or any Village property.

35.0 Dispute Resolution

All disputes shall be resolved through:

A. Good faith negotiation to be performed within thirty (30) days of the dispute.

B. Mediation with neutral mediator to be jointly selected by the Parties within sixty (60) days of good faith negotiations not resolving the dispute.

C. Binding arbitration under Florida Arbitration Code of mediation fails

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

By: _____ By: _____
Village Clerk Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency:

_____
Village Attorney Date

ATTEST: **Diadem Sports, LLC:**

By: _____ By: _____

_____ _____
PRINT NAME PRINT NAME

_____ _____
TITLE TITLE

Date: _____

SEAL

EXHIBIT "A"

REVENUE SHARE AND MANAGEMENT SUMMARY

1. Purpose

This Exhibit "A" Summary outlines the revenue sharing, maintenance, operational responsibilities, and benefits between the Village and Diadem Sports for the operation of a sports facility on Village property.

2. Revenue Sharing

a. Diadem Sports will pay the Village ten percent (10%) of Gross Operating Revenues derived from the facility, which shall increase by ten percent (10%) every fifth year, compounded as follows:

- **Years 1–5**: 10.00% of Gross Operating Revenue
- **Years 6–10**: 11.00%
- **Years 11–15**: 12.10%
- **Years 16–20**: 13.31%
- **Years 21–25**: 14.64%
- **Years 26–30**: 16.10%
- **Years 31–35**: 17.71%
- **Years 36–40**: 19.48%

b. The Village shall receive a minimum annual payment of two hundred thousand dollars ($200,000). If the applicable percentage of Gross Operating Revenue (as set forth below) does not meet this floor, Diadem Sports shall pay the difference within thirty (30) days after the end of each fiscal year.

Beginning in Year six (6) of the Agreement, and every fifth (5th) year thereafter (i.e., Years 6, 11, 16, etc.), the minimum annual payment shall increase by ten percent (10%) as follows:

- **Years 1–5**: $200,000
- **Years 6–10**: $220,000
- **Years 11–15**: $242,000
- **Years 16–20**: $266,200
- **Years 21–25**: $292,820
- **Years 26–30**: $322,102
- **Years 31–35**: $354,312
- **Years 36–40**: $389,743

c. Gross Operating Revenue Definition: All revenues generated from facility operations including but not limited to court rentals, lessons, clinics, memberships, pro-shop sales, food and beverage sales, event hosting, and any other income-generating activities, less only:

- Applicable sales taxes remitted to taxing authorities
- Credit card processing fees (not to exceed 3% of gross sales)
- Bona fide refunds actually paid to customers

d. These adjustments apply regardless of whether the percentage of Gross Operating Revenue exceeds the adjusted minimum annual payment in any given year.

e. Payments shall be made quarterly, accompanied by a detailed revenue report.

3. Palmetto Bay Resident Benefits

Diadem Sports shall offer the following benefits to verified Village residents:

- Court Rentals: $48/hour (versus $60 for non-residents)
- Clinics: $10 discount per clinic
- Free Open Play: 3 days/week, minimum 4 hours/day
- Facility Rental: 50% off full facility rental rates
- Court Reservations: Up to 7 days in advance
- Pro Shop: 20% discount on all merchandise
- Restaurant: 20% discount on in-house food purchases

Verification procedures shall be mutually agreed upon in writing, within sixty (60) days of execution.

4. Diadem Sports shall maintain the following minimum standards:

a. Operating Hours- Mutually agreed upon
Monday – Saturday 7:00 a.m. – 10:00 p.m.
Sunday 7:00 a.m. – 9:00 p.m.
Holiday hours as mutually agreed

b. Facility Maintenance:
    - Professional cleaning daily
    - Court maintenance and resurfacing per manufacturer specifications
    - Equipment maintenance and replacement schedules
    - Landscape and exterior maintenance

c. Qualified professional staff during all operating hours.

d. Maintain high level of customer satisfaction ratings through review as mutually agreed between the Parks & Recreation Director and Diadem Management.

5. Operations, Capital Improvements & Maintenance

a. Diadem Sports shall manage all operations, maintenance, staffing, and compliance with applicable law.

b. All utilities bills will be the responsibility of Diadem Sports.

c. Diadem Sports is responsible for all routine maintenance and repairs under Ten Thousand Dollars ($10,000).

d. Capital improvements over Twenty-Five thousand dollars ($25,000) require Village approval; costs shared at sixty percent (60%) Village, and forty percent (40%) Diadem Sports.

e. At the end of term, the facility must be returned in good condition, reasonable wear excepted.

6. Financial Reporting & Audit Rights

a. Quarterly detailed financial statement due within fifteen (15) days of each quarter's end including:

- Gross revenues by category
- Detailed expense reporting
- Customer counts and demographics
- Comparative analysis to prior periods

b. Village may conduct comprehensive audit annually with thirty (30) day notice.

c. Village may inspect operations and records quarterly with forty-eight (48) hour notice.

d. Village may conduct additional audits if discrepancies exceed five percent (5%) of reported revenues.

e. All financial records must be maintained for seven (7) years with electronic access provided to Village.

7. Village Use Rights

The Village shall have priority use of the full facility for:

- Six (6) times annually for community events with one (1) year notice and if there is no other conflict on calendar.
- Two (2) weeks during the Summer to host half-day Summer Camp (9 a.m. – 12 p.m.), four (4) courts, with one (1) year notice and if there is no other conflict on calendar.
- During a named storm or declared state of emergency, the Village retains the right to use facility for emergency shelter or community crisis response. The facility will be returned to the same original condition.

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Attorney'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 THE SETTLEMENT OF THE CASE OF STEPHEN CODY V. VILLAGE OF PALMETTO BAY AND MARK MERWITZER; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Settlement SMC v VPB
Exhibit_A-Offer_of_Settlement
Exhibit_B-MUTUAL_RELEASE_AGREEMENT_-_Cody_v_VPB
Exhibit C - Motion to Dismiss

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE SETTLEMENT OF THE CASE OF STEPHEN CODY V. VILLAGE OF PALMETTO BAY AND MARK MERWITZER; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney John Dellagloria)*

WHEREAS, on or about April 10, 2025, Council Member Steve Cody ("Cody") filed a lawsuit in the County Court in and for Miami-Dade County against the Village of Palmetto Bay and Mark Merwitzer (the "Lawsuit"); and

WHEREAS, Steve Cody and the Village of Palmetto Bay (the "Village") are desirous of settling the claims in the Lawsuit involving the Village; and

WHEREAS, an Offer of Settlement pursuant to Rule 1.442 of the Florida Rules of Civil Procedure has been made by Cody to the Village settling all claims made by and between Cody and the Village and a copy of that Offer of Settlement is attached hereto as Exhibit A; and

WHEREAS, under the terms of the Offer of Settlement, in exchange for a dismissal of the Lawsuit against the Village with prejudice, the Village must agree to stipulate to certain terms and conditions; and

WHEREAS, the first stipulation is that Mark Merwitzer ("Merwitzer") failed to take the oath of office on December 9, 2024, for the position for Vice Mayor of the Village in accordance with the law because County Commissioner Danielle Cohen Higgins was not authorized to administer an oath under Section 92.50(1), Florida Statutes; and

WHEREAS, the second stipulation is that Merwitzer failed to complete taking the oath of office for Vice Mayor on December 11, 2025 from the Village Clerk in accordance with the law because he never signed a written oath form in the direct presence of the Village Clerk nor had his signature countersigned by Village Clerk on December 11, 2024 and that his attempt to take the oath was a nullity; and

WHEREAS, the third stipulation is Merwitzer appeared at the office of the Village Clerk on December 16, 2024 prior to the scheduled Zoning Meeting but refused to recite the oath from the Village Clerk and would only sign the oath form without taking the oath, whereafter the Clerk merely acknowledged his signature, which the parties agree was not a valid taking of the oath of office by Merwitzer, meaning that Merwitzer failed to take the oath of office in accordance with the law; and

WHEREAS, the fourth stipulation is that to the date of the adoption of this Resolution, Merwitzer has not taken the oath of office for Vice Mayor in accordance with the law; and

WHEREAS, the fifth stipulation is that total of more than 100 days have elapsed from December 9, 2024, to the date of the adoption of this Resolution; and

WHEREAS, the Offer of Settlement also calls for the signing of a Mutual Release by and between Cody and the Village, with the Mutual Release attached hereto as Exhibit B being acceptable to Cody and the Village; and

WHEREAS, Cody and the Village recognize that neither the Offer of Settlement nor the Mutual Release affect any of the claims raised by Cody against Merwitzer in the Lawsuit and that the Lawsuit can continue against Merwitzer.

NOW THEREFORE, BE IT RESOLVED 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. The Village Council accepts the Offer of Settlement attached hereto as Exhibit A as proffered by Steve Cody.

Section 3. The Village Council directs the Village Manager to execute the Mutual Release attached hereto as Exhibit B on its behalf.

Section 4. The Village Council directs the Village Attorney to accept the original signed copy of the Dismissal of the Village of Palmetto

Bay with Prejudice and to see to it that it is filed with the Clerk of the County Court in and for Miami-Dade County.

Section 5. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 8th day of September, 2025.

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 Marsha Matson _____

Mayor Karyn Cunningham _____

Vice-Mayor Mark Merwitzer _____

Council Member Steve Cody _____

IN THE COUNTY COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 2025-063470-CC-26

STEPHEN CODY,

Plaintiff

vs

VILLAGE OF PALMETTO BAY, FLORIDA and MARK MERWITZER,

Defendants.

OFFER OF SETTLEMENT TO VILLAGE OF PALMETTO BAY ONLY PURSUANT TO RULE 1.442, F.R.Civ. P.

Plaintiff Stephen Cody hereby gives notice of service of an offer of settlement between Plaintiff and the Village of Palmetto Bay, solely, and states:

1. This is an offer of settlement to the Village of Palmetto Bay (hereinafter "the Village"), made pursuant to Rule 1.442 of the Florida Rules of Civil Procedure by Stephen Cody (hereinafter "Cody") in the case styled *Stephen Cody v. Village of Palmetto Bay and Mark Merwitzer*, filed in the County Court of Miami-Dade County, Florida, Case Number 25-63470 CC 26 (hereinafter "the Action").

2. Please note that this offer of settlement **does not** extend to Defendant Mark Merwitzer (hereinafter Merwitzer").

3. This proposal resolves all claims Cody could be awarded in a final declaratory judgment under Section 86.011, Fla. Stat., against the Village in the Action as well as any supplemental relief that could be awarded in the Action pursuant to Section 86.061, Fla. Stat.

4. The condition of this settlement is that the Village will adopt a Resolution (hereinafter "the Resolution") stating that:

a. Merwitzer failed to take the oath of office on December 9, 2024 for the position for Vice Mayor of the Village because County Commissioner Danielle Cohen Higgins was not authorized to administer an oath under Section 92.50(1), Florida Statutes; and

b. Merwitzer failed to complete taking the oath of office for Vice Mayor on December 11, 2025 from Village Clerk Missy Arocha because he never signed a written oath form in the direct presence of Clerk Arocha nor had his signature countersigned by Clerk Arocha on December 11, 2024 and that his attempt to take the oath is a nullity; and

c. Merwitzer appeared at the office of Clerk Arocha on December 16, 2024 prior to the scheduled Zoning Meeting but refused to recite the oath from Clerk Arocha and would only sign the oath form without taking the oath, whereafter Clerk Arocha merely acknowledged his signature, which the parties agree was not a valid taking of the oath of office by Merwitzer; and

d. To the date of the adoption of this Resolution, Merwitzer has not taken the oath of office for Vice Mayor in the manner prescribed by law; and

e. A total of more than 100 days have elapsed from December 9, 2024 to the date of the adoption of this Resolution.

5. There are no monetary terms of this proposal and Cody and the Village will release each other from any monetary damages which may have arisen out of the events detailed in the Complaint in the Action.

6. There are no monetary terms of this proposal for punitive damages and Cody and the Village will release each other from any punitive damages arising out of the events detailed in the Complaint in the Action.

7. Upon adoption of the Resolution incorporating the terms set forth in Paragraphs 4a through and including 4e hereof and the exchange of the releases regarding general damages and punitive damages set forth in Paragraphs 5 and 6 hereof, Cody shall cause a Notice of Dismissal with Prejudice, as against the Village only, to be filed on the docket of the Action with the Clerk of the Couty Court of Miami-Dade County, Florida.

8. The parties understand and agree that the litigation in this case can and will continue against Merwitzer.

9. Both Cody and the Village shall bear their own attorneys' fees and costs.

10. This offer shall remain open until July 14, 2025 at noon Eastern Daylight Savings Time.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was sent via email to Norman Waas, Esq. and to Jessica Hernandez, Esq., counsel for Village of Palmetto Bay, this May 21, 2025.

STEPHEN CODY, *pro se*
15835 SW 91ST Court
Palmetto Bay, FL 33157
Email: stevecody63@yahoo.com
Phone: 786-252-6918

_____

MUTUAL RELEASE AGREEMENT

This Mutual Release Agreement is entered into on _____, by and between STEPHEN CODY, 15835 SW 91st Court, Palmetto Bay, Florida, 33157 and VILLAGE OF PALMETTO BAY, a Florida municipal corporation, 9705 E. Hibiscus Street, Palmetto Bay, Florida, 33157.

Purpose:

This Release is intended to affect the termination of any duties, advantages, and obligations by either party as hereinafter described.

Recitals:

WHEREAS, disputes and differences have arisen between the parties with respect to the case of STEPHEN CODY v. VILLAGE OF PALMETTO BAY, filed in the County Court in and for Miami-Dade County, Florida, Case Number 2025-063470-CC-26 ("the Case") on April 10, 2025. A copy of the Complaint in the Case attached hereto as Exhibit A. Both parties have agreed to settle said disputes and differences set forth in the Case by executing this mutual release;

WHEREAS, both parties recognize that by the execution of this mutual release, they are relinquishing their respective legal rights with reference to the herein mentioned disputes and differences, both parties agree that in consideration of this execution of this mutual release, STEPHEN CODY and the VILLAGE OF PALMETTO BAY expressly release the other party from all liability for claims and/or demands which may have arisen or which may arise from the Complaint filed in the Case in the Complaint attached hereto;

WHEREAS, the Parties to this Release desire to provide releases under the terms and conditions set forth in this Release; and

NOW, THEREFORE, in consideration of the exchange of mutual releases as good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Witnesseth:

1. STEPHEN CODY does hereby release, cancel, forgive and forever discharge VILLAGE OF PALMETTO BAY, a Florida municipal corporation, and its successors and assigns, from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the actions set forth in Complaint attached hereto and filed in the Case.

2. The VILLAGE OF PALMETTO BAY, a Florida municipal corporation, does hereby release, cancel, forgive and forever discharge STEPHEN CODY, his successors, heirs, and

assigns from all actions, claims, demands, damages, obligations, liabilities, controversies and executions, of any kind or nature whatsoever, whether known or unknown, whether suspected or not, which have arisen, or may have arisen, or shall arise by reason of the actions set forth in Complaint attached hereto and filed in the Case.

3. This Release shall not act as a release of Mark Merwitzer in any capacity for any of the actions set forth in Complaint attached hereto in the Case whatsoever.

Applicable Law:

This Release shall be construed under and in accordance with the laws of the Florida.

Legal Construction:

In the event any one or more of the provisions contained in this Release shall for any reason be held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision. This Release shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it. The provisions of this Release must be read as a whole and are not severable and/or separately enforceable by either party hereto.

Signatures:

This Release shall be executed by STEPHEN CODY and by Nick Marano, Village Manager on behalf of the VILLAGE OF PALMETTO BAY, a Florida municipal corporation.

_____ Dated:_____
STEPHEN CODY

VILLAGE OF PALMETTO BAY

By:_____ Dated:_____
Nick Marano, Village Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE, ss:

The foregoing Mutual Release was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ by _____, who is ☐ personally known to me or ☐ who has produced _____ as identification.

_____
Signature of person taking acknowledgment

_____
Name typed, printed, or stamped

STATE OF FLORIDA,
COUNTY OF MIAMI-DADE, ss:

The foregoing Mutual Release was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____ by _____, on behalf of the VILLAGE OF PALMETTO BAY who is ☐ personally known to me or ☐ who has produced _____ as identification.

_____
Signature of person taking acknowledgment

_____
Name typed, printed, or stamped

IN THE COUNTY COURT OF THE 11TH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

COUNTY CIVIL DIVISION
Case No.: 2025-063470-CC-26

STEPHEN CODY, individually and as a Member of the Palmetto Bay Village Council,

Plaintiff,

vs.

VILLAGE OF PALMETTO BAY, FLORIDA, a Florida municipal corporation and MARK MERWITZER, individually,

Defendants.
_____/

VILLAGE OF PALMETTO BAY'S MOTION TO DISMISS WITH PREJUDICE

The Defendant, VILLAGE OF PALMETTO BAY, by and through its undersigned counsel, files its Motion to Dismiss with Prejudice, and in support thereof states as follows:

INTRODUCTION

1. This is an action for declaratory and injunctive relief arising out of the swearing-in of Village of Palmetto Bay Vice-Mayor MARK MERWITZER.

2. Plaintiff asks this Court to declare that MARK MERWITZER was not properly sworn into office.

3. Plaintiff further asks this Court to declare that all legislative acts taken by MARK MERWITZER in his capacity as Vice-Mayor are null and void.

4. Finally, Plaintiff asks this Court to afford injunctive relief by (i) barring MARK MERWITZER from acting as Vice-Mayor until he is properly sworn in, (ii) ordering the VILLAGE OF PALMETTO BAY to make a list of all actions taken by MARK MERWITZER in his capacity as Vice-Mayor, (iii) ordering the VILLAGE OF PALMETTO BAY to make a list of all votes cast by MARK MERWITZER in his capacity as Vice-Mayor, and (iv) ordering that the VILLAGE OF PALMETTO BAY retroactively amend all meeting minutes to reflect that MARK MERWITZER was not the Vice-Mayor.

5. Plaintiff is not entitled to declaratory relief because he has failed to plead—and cannot plead—that a bona fide dispute exists. This is because the *de facto* officer doctrine cures any defect in the swearing in of MARK MERWITZER. This doctrine makes clear that where the only defect in an elected official's title is a failure to comply with a requirement such as executing an oath, the official may continue to serve—and their public acts are, and remain, valid. Plaintiff's Complaint makes clear that MARK MERWITZER is serving as Vice-Mayor as a consequence of a known and valid election. *See* Compl. at ¶ 11, attached as Exhibit "A." The only defect alleged by Plaintiff concerns the oath of office. Even assuming arguendo that such a defect exists (which it does not), same (i) does not

serve as a bar to MARK MERWITZER acting as Vice-Mayor, and (ii) does not invalidate MARK MERWITZER's public acts as Vice-Mayor.

6. Notwithstanding the foregoing, the VILLAGE OF PALMETTO BAY notes (for purposes of completion) that when measured against the governing authority, the facts alleged by Plaintiff fail to show a deficiency in the swearing in of MARK MERWITZER. Because Plaintiff's factual allegations do not support that there is a genuine issue for this Court to adjudicate, dismissal is appropriate.

7. Finally, although Plaintiff asks for an injunction in his prayer for relief, he fails to plead a separate claim for an injunction. In any event, he is not entitled to the requested to an injunction given the *de facto* officer doctrine.

8. Because amendment of the Complaint would be futile, this Court should dismiss the Complaint with prejudice.

MEMORANDUM OF LAW

A. Motion to Dismiss Standard

As per the Florida Supreme Court, "[t]he function of a motion to dismiss a complaint is to raise as a question of law the sufficiency of the facts *alleged* to state a cause of action." *See Connolly v. Sebeco, Inc.,* 89 So. 2d 482 (Fla. 1956). In evaluating a motion to dismiss, the court confines its consideration to the four corners of the complaint and must accept all well-pleaded allegations as true. *See Alvarez v. E&A Produce Corp.,* 708 So. 2d 997, 999 (Fla. 3d DCA 1998); *see also*

Abrams v. General Insurance Co., 460 So. 2d 572 (Fla. 3d DCA 1984).

Significantly, "[t]o survive a motion to dismiss, a complaint must allege a ***prima facie case***." *Alvarez,* 708 So. 2d at 999 (Fla. 3d DCA 1998) (emphasis added). "Whether a prima facie case has been pled depends on the sufficiency of the plaintiff's allegations of fact, excluding the bare conclusions of the plaintiff." *Id.*; *see also Frank v. Lurie,* 157 So. 2d 431 (Fla. 2d DCA 1963).

When ruling upon a motion to dismiss, the proper inquiry is whether, even if all the allegations in the complaint are accepted as true, the allegations are sufficient to establish a legal cause of action entitling the plaintiff to the requested relief. *See Fox v. Professional Wrecker Operators of Florida, Inc.,* 801 So. 2d 175, 178 (Fla. 5th DCA 2001).

A court's analysis when ruling upon a motion to dismiss necessarily involves examining whether a plaintiff has pled the elements of their claim as well as facts that support said elements; it is well settled that "[t]he complaint ***must set out the elements and the facts that support them*** so that the court and the defendant can clearly determine what is being alleged." *Barrett v. City of Margate*, 743 So. 2d 1160, 1162 (Fla. 4th DCA 1999) (emphasis added); *see also Bell Atlantic Corp. v. Twombly,* 550 US 544 (2007) (noting that "a plaintiff's obligation to provide the 'grounds' of his 'entitle[ment] to relief' requires more than labels and conclusions, and ***a formulaic recitation of a cause of action's elements will***

not do" (emphasis added)); *Clark v. Boeing Company,* 395 So. 2d 1226, 1229 (Fla. 3d DCA 1981) ("Pleadings must contain ultimate facts supporting each element of the cause of action. Mere conclusions are insufficient.").

To state a cause of action, a complaint must comply with Fla. R. Civ. P. 1.110. *Pizzi v. Central Bank and Trust Company,* 250 So. 2d 895, 896 (Fla. 1971). Fla. R. Civ. P. 1.110(b) requires that a pleading contain the following:

> (1) a short and plain statement of the grounds upon which the court's jurisdiction depends, unless the court already has jurisdiction and the claim needs no new grounds of jurisdiction to support it, (2) a short and plain statement of the ultimate facts showing that the pleader is entitled to relief, and (3) a demand for judgment for the relief to which the pleader deems himself or herself entitled. Relief in the alternative or of several different types may be demanded. Every complaint shall be considered to demand general relief.

Finally, "[w]hether a prima facie case has been pled depends on the ***sufficiency of the plaintiff's allegations of fact, excluding the bare conclusions of the plaintiff***." *Alvarez v. E & A Produce Corp.,* 708 So. 2d 997, 999-1000 (Fla. 3d DCA 1998) (emphasis added).

B. Plaintiff's factual allegations do not support that there is a genuine issue for this Court to adjudicate.

i. Declaratory Judgment Standard

Pursuant to § 86.021, Fla. Stat., plaintiffs are entitled to declaratory relief under the following circumstances:

> Any person claiming to be interested or who may be in doubt about his or her rights under a deed, will, contract, or other article, memorandum, or instrument in writing or whose rights, status, or other equitable or legal relations are affected by a statute, or any regulation made under statutory authority, or by municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing may have determined any question of construction or validity arising under such statute, regulation, municipal ordinance, contract, deed, will, franchise, or other article, memorandum, or instrument in writing, or any part thereof, and obtain a declaration of rights, status, or other equitable or legal relations thereunder.

The Florida Supreme Court has stated that individuals seeking declaratory relief must show the following:

> there is a bona fide, actual, present practical need for the declaration; that the declaration should deal with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts; that some immunity, power, privilege or right of the complaining party is dependent upon the facts or the law applicable to the facts; that there is some person or persons who have, or reasonably may have an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law; that the antagonistic and adverse interest are all before the court by proper process or class representation and that the relief sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity. ***These elements are necessary in order to maintain the status of the proceeding as being judicial in nature and therefore within the constitutional powers of the courts.***

Martinez v. Scanlan, 582 So. 2d 1167, 1170 (Fla. 1991) (emphasis added).

ii. Because the *de facto* officer doctrine cures any defect in the swearing in of MARK MERWITZER, Plaintiff has not pled—and cannot plead—a *prima facie* case for declaratory relief.

As noted by the Florida Supreme Court, "[a] de facto officer is '[o]ne who,

while in actual possession of the office, is not holding such in a manner prescribed by law.'" *Fla. Bar v. Sibley,* 995 So. 2d 346, 351 (Fla. 2008). A *de facto* officer "exercise[s] the functions of office under color of title, in full view of the public, and in such manner and under circumstances of reputation or acquiescence that would suggest no ineligibility." *Id.* Significantly, "[a] de facto officer exercising the functions of office in consequence of a known and valid appointment or election may serve ***if the only defect in title is a failure to comply with some requirement or condition such as executing an oath or doing so in accordance with a prescribed form.***" *Id.* (emphasis added).

In *Sibley*, the plaintiff "challenge[d] the authority and power of some Supreme Court justices to act as constitutional judicial officers." *Id.* at 347. The plaintiff argued that "the referee who presided in his Bar discipline case and all but one of the justices of th[e] [Florida Supreme] Court [were] without authority to act because they ha[d] allegedly failed to properly execute loyalty oaths to serve as constitutional judicial officers with their respective courts." *Id.* at 347-48. The plaintiff highlighted the lack of notarized oaths under § 876.05, Fla. Stat. *Id.* at 348-49. The Florida Supreme Court observed that "a majority of the Court fulfilled the statute's requirements long before [the plaintiff's] case arose, and all of them had by the time of Sibley's suspension." *Id.* at 349. It further noted that under the Florida Constitution, a ***notarized*** oath was not required. Rather, justices "devote

personal attention to the duties of the office" upon ***reciting*** their oath of office. *Id.* Finally, the Florida Supreme Court stated that "even if the referee or any of the justices inadvertently failed to comply with the technical requirements of section 876.05 by executing a loyalty oath in writing . . . the de facto officer doctrine, which has been long established in Florida, would nevertheless cure any defect." *Id.*

In so ruling, the Florida Supreme Court noted the public policy reasons underpinning the doctrine:

> The de facto officer doctrine was "engrafted on the law for [reasons of] public policy and necessity, in order that the interest of the public and others dealing with the officer might be protected." *Hawthorne,* 28 So. 2d at 593; *see also Sawyer v. State,* 94 Fla. 60, 113 So. 736, 744 (Fla. 1927). As a practical matter, the public is entitled to rely upon the official acts of a person who is exercising the duties of an office and should not be required to inquire regarding an officer's qualifications. Consequently, "[t]he law validates the acts of de facto officers as to the public and third persons on the ground that, though not officers de jure, they are in fact officers whose acts public policy requires should be considered valid." *Sawyer,* 113 So. at 744. In other words, "[a] de facto officer's acts are as valid and binding upon the public or upon third persons as those of an officer de jure." *Kane v. Robbins,* 556 So. 2d 1381, 1385 (Fla. 1989) (on rehearing).

Id. at 351. The court also cited approvingly to its earlier decision in *State ex rel. Bisbee v. Bd. of County Canvassers,* 17 Fla. 9, 16 (1878), where it held that an election inspector's return of the oath bearing an unsigned jurat did not invalidate the official's public acts.

Of note, the Florida Supreme Court has repeatedly cited favorably to its decision in *Sibley* as a basis for denying petitions for writ of quo warranto. *See Hutchison v. Northcutt,* 25 So. 3d 1222 (Fla. 2009); *Lloyd v. Foster,* 9 So. 3d 614 (Fla. 2009); *Coulliette v. Wright,* 4 So. 3d 676 (Fla. 2009).

In the case at bar, the only defect concerns an alleged failure to properly "execut[e] an oath or do[] so in accordance with a prescribed form." Hence, *Sibley* is directly on point and makes clear that even if there was a defect in the swearing in of MARK MERWITZER, such defect is cured under the *de facto* officer doctrine, which states that an officer exercising the functions of office in consequence of a known and valid election may serve. Plaintiff's own Complaint reflects that MARK MERWITZER is indeed exercising the functions of vice-mayor in consequence of a known and valid election:

> In 2024, MERWITZER ran for the office of Vice Mayor against incumbent Leanne Tellam and MERWITZER received a majority of votes in the election and was subsequently declared the winner by the Miami-Dade County Canvassing Board on or around November 15, 2024.

See Exhibit "A" at ¶ 11.

Thus, under *Sibley* and *State ex rel. Bisbee*, not only may MARK MERWITZER continue to serve, but his public acts are, and remain, valid. On this basis alone, the instant lawsuit must be dismissed. Nevertheless, to avoid waiving any arguments, the VILLAGE OF PALMETTO BAY discusses additional grounds

for dismissal below.

iii. Factually, Plaintiff has not pled a *prima facie* case for declaratory relief.

As contemplated by Section 2.3 of the Village Charter, a vice-mayor must be sworn into office; the process of being sworn in marks the conclusion of the predecessor's term, and it marks the commencement of the successor's term.

Pursuant to § 92.50(1), Fla. Stat., "[o]aths, affidavits, and acknowledgments required or authorized under the laws of this state . . . may be taken or administered by or before any judge, clerk, or deputy clerk of any court of record within this state, including federal courts, or by or before any United States commissioner or any notary public within this state." Moreover, "[t]he jurat, or certificate of proof or acknowledgment, shall be authenticated by the signature and official seal of such officer or person taking or administering the same." *Id.*

In the case at bar, Plaintiff submits that a vice-mayor must not only ***take*** their oath of office before a judge, clerk, deputy clerk, United States commissioner, or notary public (hereinafter collectively referred to as "a person authorized to administer oaths"), but they must also have their oath ***administered*** by a person authorized to administer oaths. Plaintiff's position is refuted by the plain text of the very statute he relies upon. Section § 92.50(1)—which is written in the disjunctive—states that an oath may be taken before, or administered by, a person

authorized to administer oaths. Hence, § 92.50(1) is satisfied upon ***the occurrence of either*** (i) taking an oath in the presence of a judge, clerk, deputy clerk, United States commissioner, or notary public, or (ii) having an oath administered by such an individual. Concluding otherwise requires ignoring the plain language of § 92.50(1). It also requires setting aside the principle that "[a] statute should be interpreted to give effect to every clause in it, and to accord meaning and harmony to all of its parts," and that "[a] single word or provision of a statute cannot be read in isolation." *Valencia Res. Homeowners Ass'n v. Boynton Beach Assocs., XIX, LLLP,* 278 So. 3d 714 (Fla. 4th DCA 2019) (quoting *Giamberini v. Dep't of Fin. Servs.*, 162 So. 3d 1133, 1136 (Fla. 4th DCA 2015)).

As set forth in Plaintiff's Complaint, during the swearing-in ceremony on December 9, 2024, MARK MERWITZER took his oath of office. *See* Exhibit "A" at ¶ 25. The oath was administered by Miami-Dade County Commissioner Danielle Cohen Higgins. *Id.* Even accepting as true (as must be done for purposes of the instant motion) Plaintiff's allegations that Commissioner Cohen Higgins is not authorized to administer oaths, Plaintiff's allegations make clear that MARK MERWITZER indeed took his oath in the presence of a person authorized to administer oaths: Village Clerk Missel "Missy" Arocha, a notary public who attended the swearing-in ceremony. *Id.* at ¶ 38.

Moreover, in accordance with § 92.50(1), Commissioner Cohen Higgins and

MARK MERWITZER signed a document titled "Oath Requirement for Elected Office," which set forth the recited oath. *See* Exhibit "B" to Plaintiff's Complaint. Ms. Arocha thereafter acknowledged the signed instrument, as contemplated by § 117.04, Fla. Stat.: "A notary public is authorized to take the acknowledgments of deeds and other instruments of writing for record, as fully as other officers of this state." *See id.* Although Plaintiff contends that such an acknowledgment is not permitted under § 117.03, Fla. Stat., Plaintiff misconstrues this statute.

Section 117.03 merely bars a notary public from taking an acknowledgment of execution "***in lieu*** of an oath if an oath is required." (emphasis added). Hence, if MARK MERWITZER had not taken his oath of office, § 117.03 would have precluded Ms. Arocha from acknowledging his signed Oath Requirement for Elected Office as a substitute for taking the oath. Fatal to Plaintiff's claim, Plaintiff's own allegations reflect that MARK MERWITZER indeed took his oath of office. Thus, Plaintiff has failed to plead facts which support that there is a genuine dispute that MARK MERWITZER was properly sworn in on December 9, 2024.

For purposes of completion, the VILLAGE OF PALMETTO BAY further notes that even if MARK MERWITZER was not properly sworn in on December 9th (which he was), he was sworn in for a second time by December 16th. As alleged in the Complaint, on December 11th, Ms. Arocha administered the oath to

MARK MERWITZER during the Annual State of the Village Address. *See* Exhibit "A" at ¶¶ 41-42. Plaintiff claims that because Ms. Arocha did not have a written copy of the oath with her on December 11th, a second Oath Requirement for Elected Office was not signed until December 16th. *Id.* at ¶¶ 43, 51-52. On December 16th, MARK MERWITZER signed a second Oath Requirement for Elected Office ahead of a non-public "shade session" of the Village Council. Same was also signed by Ms. Arocha. *See* Exhibit "D" to Plaintiff's Complaint. Nevertheless, Plaintiff argues that MARK MERWITZER was not sworn in on December 16th because the signing of the Oath Requirement for Elected Office must occur immediately after the taking/administering of the oath of office. However, § 92.50(1) does not require any such contemporaneity.

C. Plaintiff has failed to plead a claim for injunctive relief. In any event, he is not entitled to same.

Under Fla. R. Civ. P. 1.110(f), "[e]ach claim founded on a separate transaction or occurrence . . . must be stated in a separate count or defense when a separation facilitates the clear presentation of the matter set forth."

As noted by the Third District, the criteria for issuance of a permanent injunction are as follows: "In order to establish a purported entitlement to a permanent injunction, the party requesting the injunction must 'establish a clear legal right, an inadequate remedy at law[,] and that irreparable harm will arise

absent injunctive relief.'" *Tropical Trailer Leasing, LLC v. Miami-Dade Expressway Authority,* 278 So. 3d 198, 201 (Fla. 3d DCA 2019).

As to the second and third elements, the Third District has defined "inadequate remedy at law" and "irreparable harm" as follows:

> "[I]rreparable injury is injury that cannot be cured by money damages." *Lutsky v. Schoenwetter,* 172 So.3d 534, 534 (Fla. 3d DCA 2015) (citing *Grove Isle Ass'n, Inc. v. Grove Isle Assocs., LLLP,* 137 So.3d 1081, 1092 (Fla. 3d DCA 2014)). And, "[t]he test for unavailability of an adequate remedy at law, under these requirements, is 'whether a judgment can be obtained, not whether, once obtained, it will be collectible.'" *Lopez–Ortiz v. Centrust Sav. Bank,* 546 So.2d 1126, 1127 (Fla. 3d DCA 1989) (citations omitted).

Sammie Investments, LLC v. Strategica Capital Associates, Inc., 247 So. 3d 596 (Fla. 3d 2018); *see also Liza Danielle, Inc. v. Jamko, Inc.,* 408 So. 2d 735, 738 (Fla. 3d DCA 1982) (stating that "[i]rreparable injury is an injury of such a nature that it cannot be redressed in a court of law, or, as the rule has been otherwise stated, the injury must be of a peculiar nature, so that compensation in money cannot atone for it," and that "[l]ack of an adequate remedy at law is a prerequisite for equitable relief, and furthermore, 'an injunction will not lie where there is a choice between the ordinary processes of law and the injunction, the former being sufficient to furnish the full relief to which the complaining party is entitled').

In the case at bar, Plaintiff has failed to expressly plead a claim for injunctive relief; he merely requests injunctive relief in his prayer for relief. This is

insufficient under Rule 1.110(f). Additionally, Plaintiff has failed to plead that he has a clear legal right to the requested injunctive relief. He has also failed to plead irreparable harm. Additionally, under *Sibley* and *State ex rel. Bisbee*—and under *Sibley*'s progeny denying petitions for writ of quo warranto (e.g., *Hutchison*, *Lloyd*, and *Coulliette*)—Plaintiff cannot state a claim for injunctive relief because the *de facto* officer doctrine cures any defect in the swearing in of MARK MERWITZER. Therefore, as a matter of law, even if there was a defect in the swearing in, there is no bar to MARK MERWITZER acting as Vice-Mayor, and there can be no invalidation of MARK MERWITZER's public acts as Vice-Mayor.

D. Dismissal should be with prejudice.

Fla. R. Civ. P. 1.190 governs amendments of pleadings. Courts have construed this rule to mean that "leave to amend should not be denied unless the privilege has been abused, there is prejudice to the opposing party, or amendment would be futile." *Thompson v. Bank of N.Y.,* 862 So. 2d 768, 770 (Fla. 4th DCA 2003) "[A] proposed amendment is futile where it is insufficiently pled" as "a matter of law." *Id.*

Given the *de facto* officer doctrine, Plaintiff cannot state a cause of action. Amendment would, thus, be futile.

CONCLUSION

For the reasons stated herein, this Court should dismiss the Complaint with

prejudice. Plaintiff cannot state a cause of action because the *de facto* officer doctrine unequivocally supports that MARK MERWITZER has been properly exercising his office as Vice-Mayor, and neither his office nor his legislative acts can be invalidated by a mere deficiency in being sworn into office. Regardless, the facts pled by Plaintiff supports that MARK MERWITZER was properly sworn in.

WHEREFORE, the Defendant, VILLAGE OF PALMETTO BAY, respectfully requests that this Honorable Court grant its Motion to Dismiss with Prejudice, and that it afford any and all other relief deemed just and proper.

RULE 1.202 CERTIFICATE

Because this motion seeks dismissal for failure to state a claim upon which relief can be granted, I certify that conferral prior to filing is not required under Rule 1.202.

FALK, WAAS, SOLOMON, MENDLESTEIN & DAVIS, P.A.
Attorneys for Defendant, Village of Palmetto Bay
135 San Lorenzo Avenue, Suite 500
Coral Gables, FL 33146
Telephone: (305) 447-6500
Facsimile: (305) 447-1777
SOP: servicenwaas@falkwaas.com

By: */s/ Norman M. Waas*
Norman M. Waas
Florida Bar No.: 614432
Jessica M. Hernandez
Florida Bar No.: 1025436

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to the attorneys listed on the attached service list, by e-mail, on May 6, 2025.

FALK, WAAS, SOLOMON, MENDLESTEIN & DAVIS, P.A.
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Coral Gables, FL 33146
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SERVICE LIST
Cody v. Village of Palmetto Bay

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Attorneys for Defendant, MARK MERWITZER

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 25-63470 CC26

FILED FOR RECORD
2025 APR 10 PM 1:21
CLERK
CIRCUIT AND COUNTY
COURTS
MIAMI-DADE COUNTY

STEPHEN CODY, individually and as a Member of the Palmetto Bay Village Council,

Plaintiff,

versus

VILLAGE OF PALMETTO BAY, FLORIDA, a Florida municipal corporation, and MARK MERWITZER, individually,

Defendant.

VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiff STEPHEN CODY, *pro se*, brings this action against Defendants VILLAGE OF PALMETTO BAY, FLORIDA, a Florida municipal corporation, and MARK MERWITZER, individually, for declaratory and injunctive relief, and states as follows:

Jurisdiction and Venue

1. This is an action for declaratory relief pursuant to Chapter 86, Florida Statutes (2025) seeking to declare that Defendant MARK MERWITZER failed to take the oath of office in the manner prescribed by law and is not a member of the Village Council of the Village of Palmetto Bay and this action is within the Court's equitable jurisdiction.

2. This is also an action for permanent injunctive relief and for such other relief as the Court deems just and proper and this action is within the Court's equitable jurisdiction.

3. This Court has jurisdiction to grant declaratory and injunctive relief. *See* §§86.011, 86.021, 86.101, Fla. Stat. (2025).

4. Venue is proper in Miami-Dade County because Defendant VILLAGE OF PALMETTO BAY is in Miami-Dade County, Defendant MARK MERWITZER is a resident of Miami-Dade County, and all actions described herein occurred in Miami-Dade County, Florida.

5. All conditions precedent to the institution of this lawsuit have been met, satisfied, or waived.

The Parties

6. Plaintiff STEPHEN CODY (hereinafter "CODY") is a resident of the Village of Palmetto Bay, Miami-Dade County, Florida and a registered voter therein. CODY is also a member of the Palmetto Bay Village Council.

7. Defendant VILLAGE OF PALMETTO BAY (hereinafter "the VILLAGE") is a municipal corporation with its principal place of business in Village Hall, 9705 East Hibiscus Avenue, Palmetto Bay, Florida 33157 in Miami-Dade County, Florida. The governing body for the VILLAGE is the Palmetto Bay Village Council. The Village Council consists of the Mayor, the Vice Mayor, and three Council Members.

8. Defendant MARK MERWITZER (hereinafter "MERWITZER") is a natural person and who, on information and belief, resides in the Village of Palmetto Bay, Florida and is a registered voter therein.

The Facts

9. Section 2.3(A) of the Charter of the Village of Palmetto Bay at all times material hereto provided and still provides:

> Section 2.3 Election and Term of Office.
>
> (A) Election and Term of Office. The Mayor, Vice-Mayor and each Council member shall be elected at-large for four year terms by the electors of the Village in the manner provided in Article V of this Charter. **Said term shall end upon the swearing in of his/her successor.** (Emphasis added.)

10. CODY was elected as a Council Member to the Village Council of Palmetto Bay, Florida in November 2020 and was subsequently reelected in November 2024.

11. In 2024, MERWITZER ran for the office of Vice Mayor against incumbent Leanne Tellam and MERWITZER received a majority of votes in the election and was subsequently declared the winner by the Miami-Dade County Canvassing Board on or around November 15, 2024.

12. The term of office for CODY and MERWITZER is for a period of four years which was to commence on December 9, 2024, at a swearing-in ceremony prior to the Regular Council Meeting scheduled immediately thereafter.

13. Palmetto Bay Council Members, including the Mayor and Vice Mayor, are required to take an oath of office before joining the Village Council.

14. Section 92.50(1), Fla. Stat. (2025), provides:

> 92.50 Oaths, affidavits, and acknowledgments; who may take or administer; requirements. —
>
> (1) IN THIS STATE.—**Oaths, affidavits, and acknowledgments required or authorized under the laws of this state** (except oaths to jurors and witnesses in court and such other oaths, affidavits and acknowledgments as are required by law to be taken or administered by or before particular officers) **may be taken or administered by or before any judge, clerk, or deputy clerk of any court of record within this state, including federal courts, or by or before any United States commissioner or any notary public within this state.** The jurat, or certificate of proof or acknowledgment, shall be authenticated by the signature and official seal of such officer or person taking or administering the same; however, when taken or

> administered by or before any judge, clerk, or deputy clerk of a court of record, the seal of such court may be affixed as the seal of such officer or person. (Emphasis added.)

15. Thus, Florida law limits the persons who can administer oaths to judges of any court of record within this state, including federal courts, the clerk or a deputy clerk of court, including federal courts, or by and before any United States commissioner, or by and before any notary public within this state. *See* Attorney General Opinion 96-41.

16. The phrase "United States commissioner" as used in Section 92.50(1) does not refer to a county or city commissioner.

17. Florida county commissioners are not included in the categories of persons who are authorized to administer oaths in the State of Florida under Section 92.50(1).

18. After the November 2024 election, MERWITZER announced via an email to the members of the Village Council, including CODY, that he was going to be sworn in by Miami-Dade County Commissioner Danielle Cohen Higgins. A copy of that email is attached hereto as Exhibit A.

19. Commissioner Cohen Higgins was not a judge, clerk, or deputy clerk of any court of record within this state, nor a notary public within this state at any of the times relevant hereto.

20. Palmetto Bay Village Attorney John Dellagloria was aware that Commissioner Cohen Higgins was not qualified to administer the oath of office to MERWITZER under Section 92.50(1).

21. Dellagloria told MERWITZER that he needed to be sworn in by someone qualified to administer oaths under the law. MERWITZER inquired as to whether he could get sworn in by the Village Clerk prior to the ceremony on Monday, December 9, 2024 and then take a symbolic swearing in at the public ceremony. Dellagloria told MERWITZER that he could.

22. Village Clerk Missy Arocha is a commissioned notary public in the State of Florida.

23. MERWITZER did not appear in the office of the Village Clerk prior to the public ceremony on December 9, 2024 to be sworn in by Village Clerk Arocha and he was not sworn in by any other notary, a judge, the clerk of courts, or a deputy clerk or any other person qualified to administer an oath under Section 92.50(1).

24. CODY took his oath of office on Monday, December 9, 2024 from Village Clerk Arocha during the public ceremony on December 9, 2024.

25. MERWITZER took the oath from Commissioner Cohen Higgins. He signed a written copy of the oath and Cohen Higgins signed it as the person who had administered the oath to him. A copy of the written oath executed by MERWITZER and Cohen Higgins is attached hereto as Exhibit B.

26. Commissioner Cohen Higgins was not authorized under section 92.50(1) to administer the oath of office to MERWITZER and, as such, the attempt to swear MERWITZER into the office of Vice Mayor was a nullity.

27. MERWITZER took a seat on the dais after Commissioner Cohen Higgins administered the oath to him and he participated in the Regular Council meeting, making motions, seconding motions, and casting votes.

28. Because the law requires that an elected official take the oath of office from someone authorized under the law to administer the oath, MERWITZER was not a member of the Village Council when he sat on the dais during the Regular Council Meeting on December 9, 2024 and all of the actions he took as Vice Mayor were a nullity.

29. Section 117.05(13)(a), Fla. Stat. (2025) (hereinafter "the Form"), contains the jurat notarial certificate adopted by the Florida Legislature containing each of the elements that must be satisfied when a notary administers an oath, like an oath of office, and provides:

> STATE OF FLORIDA
> COUNTY OF _____
>
> Sworn to (or affirmed) and subscribed before me by means of ___ physical presence or ___ online notarization, this _____ day of_____, _____(year) , by _____ (name of person making statement).
>
> _____
> (Signature of Notary Public - State of Florida)
> (Print, Type, or Stamp Commissioned Name of Notary Public)
>
> ___ Personally Known OR ___Produced Identification
>
> Type of Identification Produced _____

30. According to the Form adopted by the Florida Legislature in section 117.05(13)(a), Fla. Stat. (2025), there are several distinct steps that must be accomplished for a declarant to take an oath.

31. The Form uses the term "Sworn to (or affirmed)" which means the declarant must recite the oath out loud after the oath has first been stated out loud by the notary public.

32. The Form uses the term "and subscribed" meaning that the declarant must sign a written copy of the oath close enough physically to the notary so the notary can see the declarant place his or her signature on the paper being signed, or in the case of an online notarization, in full video view of the notary.

33. The Form uses the term "before me" meaning that the oath must be done by and before the direct presence of the notary, or in the case of an online notarization, in full video view of the notary.

34. The Form includes a space for the name of the declarant following the word "by".

35. The Form includes a line for the signature of the notary and an indication that the notary must include a printed, typed, or stamped name of the notary as contained in the notary commission.

36. The Form also includes space for the notary to fill in the day, month, and year of the date that all the events described in Paragraphs 31 through 35 took place.

37. The inclusion of a space for a single date consisting of a day, month, and year indicates that it was the intent of the Florida Legislature that the events described in Paragraphs 31 through 36 all take place contemporaneously.

38. Although Village Clerk Arocha was present in the Council Chambers on December 9, 2024, when Commissioner Cohen Higgins recited the oath to MERWITZER and when MERWITZER repeated it back to COHEN HIGGINS, and thus Cohen Higgins administered the oath to MERWITZER, Village Clerk Arocha's presence did not meet the requirements found in the Form or the word "administer" as used in Section 92.50(1).

39. On December 9, 2024, the Village Clerk did not recite the oath to MERWITZER, MERWITZER did not repeat the oath back to the Village Clerk, MERWITZER did not sign the written copy of the oath directly in front of the Village Clerk where she could see his writing hand, and the Village Clerk did not notarize the copy of the oath that MERWITZER had signed.

40. Thus, MERWITZER was not sworn into office on December 9, 2024 and was not a member of the Village Council as of that date.

41. The Village of Palmetto Bay held its Annual State of the Village Address by the Village Mayor, Karyn Cunningham, at a seaside manor house in the Village's Thalatta Estate park on the evening of Wednesday, December 11, 2024.

42. MERWITZER showed up at the State of the Village site where Village Clerk Arocha was checking in guests. There, he demanded that the Clerk swear him in again. The Village Clerk tried to get him to wait until the following morning. MERWITZER refused. The Village Clerk administered the oath to MERWITZER and MERWITZER repeated the oath.

43. However, because the Village Clerk was not aware that MERWITZER was going to show up and demand to be sworn in, the Clerk did not have a written copy of the oath for him to sign and, without a signed oath, there was nothing for the Clerk to notarize.

44. MERWITZER knew that he would need to bring the written oath form when he got sworn in, but MERWITZER failed to do so.

45. On December 6, 2024, the Village Clerk sent an email to both CODY and MERWITZER that enclosed a copy of the form that had to be filled out and notarized to make the swearing into office official. A copy of that email is attached to hereto as Exhibit C.

46. Because MERWITZER did not execute the written form of the oath on December 11, 2024 and because there was no signed written form of the oath for the Village Clerk to notarize, MERWITZER did not meet all the legal requirements to be sworn into office on December 11, 2024.

47. After the two failed efforts to be sworn in on December 9 and 11, 2024, Village Attorney John Dellagloria directed MERWITZER to come to Village Hall prior to the meetings scheduled for the evening of December 16, 2024 for the purpose of another attempt to be sworn in.

48. The Village Council was scheduled to convene in a non-public shade session, on December 16, 2024, prior to the Zoning Hearing.

49. Section 286.011(8), Fla. Stat. (2025), allows litigation strategy or settlement meetings to be held in private. Thus, in the "shade". The statute limits the persons who may attend such a meeting to the members of the governing board of the entity, the chief executive officer of the governmental entity, and the entity's attorneys.

50. If MERWITZER attended a shade session without having been legally sworn in, the Village would automatically waive privilege and would have to immediately release the transcript of the meeting.

51. MERWITZER appeared at the office of the Village Clerk on December 16, 2024 for the purpose of taking the oath of office from the Village Clerk, reciting the oath, signing a written copy of the oath in front of the Clerk, and to have the Village Clerk notarize the signed written oath.

52. However, when he appeared before the Village Clerk and in the presence of Village Attorney John Dellagloria and Deputy Village Clerk Melissa Dodge, MERWITZER refused to listen to Village Clerk Arocha recite the oath and refused to repeat the oath back to Clerk Arocha. Instead, all that MERWITZER agreed to do was to sign a new written copy of the oath form.

53. Dellagloria directed the Village Clerk to accept MERWITZER's signature on the oath form without MERWITZER having recited the oath and directed the Village Clerk to notarize the document.

54. The document signed by MERWITZER and notarized by the Village Clerk on December 16, 2024, is attached hereto as Exhibit D.

55. Exhibit D is an acknowledgement of MERWITZER's signature and not an indication that he took the oath of office.

56. Section 117.03, Fla. Stat. (2025) provides:

> 117.03 Administration of oaths. — A notary public may administer an oath and make a certificate thereof when it is necessary for the execution of any writing or document to be published under the seal of a notary public. **The notary public may not take an acknowledgment of execution in lieu of an oath if an oath is required.** (Emphasis added.)

57. Section 117.04, Fla. Stat. (2025) provides: "117.04 Acknowledgments. — A notary public is authorized to take the acknowledgments of deeds and other instruments of writing for record, as fully as other officers of this state."

58. Because the Village Clerk made an acknowledgement of MERWITZER's signature, the document attached hereto as Exhibit D does not fulfill the requirements of an oath.

59. MERWITZER was not sworn in on December 16, 2024 because he refused to recite the oath. At best, the Village Clerk merely acknowledged his signature, which, according to Section 117.03, cannot take the place of an oath where an oath is required.

60. Village Attorney Dellagloria was aware of the problems with MERWITZER's abortive attempts at being sworn in. At the January 13, 2025 Regular Council Meeting, Cody objected to the Minutes of the December 9, 2024 meeting on the grounds that MERWITZER had not been sworn in on that date, but that the minutes reflected MERWITZER as the Vice Mayor. In response, Dellagloria stated:

> Just to put an end to this, the person sitting next to me is the Vice Mayor of the city. He took an oath of office, he signed the jurat and there is nothing that Mr. Cody, Councilman Cody has stated in any of his documents or in any of his statements, that those two things have to happen at the same time.

61. At the February 3, 2025 Regular Council Meeting, Cody again objected to the Minutes of the January 13, 2025 meeting that showed that MERWITZER as the Vice Mayor. Dellagloria responded to that by saying: "Mr. Merwitzer was sworn in, in my opinion, on December 11 when he took the oath in front of the Village Clerk. Subsequently, he signed the appropriate documentation."

62. However, Village Attorney Dellagloria's certainty at the beginning of the February 3, 2025 Regular Council Meeting that MERWITZER had been properly sworn in on December 11, 2024 began to evaporate by the middle of the Regular Council Meeting a few hours later.

63. On February 3, 2025, beginning at 9:03 PM this text message exchange began to take place between Dellagloria and CODY:

Dellagloria (9:03 PM):	I have a solution.
Cody (9:11 PM):	What?
Dellagloria (9:24 PM):	To the swearing in.
	If you agree that on the 11th he took the oath in front of Missy, we will creat [sic] a form that states on the 11th he took the oath and "force" him to sign the form as the statute requires a signed form
Dellagloria (9:40 PM):	If doesn't sign, I opine that he can't sit as the form he previously signed are [sic] void due to unintentional errors.

64. Publicly, Dellagloria twice loudly asserted that MERWITZER had been properly sworn in. Privately, however, Dellagloria acknowledged that MERWITZER had not been properly sworn in and Dellagloria was willing to bargain with CODY, saying that a new form could be created in February 2025 that would somehow reach back and correct the errors made

throughout this whole swearing-in debacle, including the attempt to swear MERWITZER in on December 11, 2024.

65. By implication, Dellagloria's assertions in the text message exchange appear to acknowledge that MERWITZER was not properly sworn in on December 9, 2024 or December 11, 2024, and confirmed that the swearing in on December 11, 2024 was "void" because MERWITZER had not signed a form "as the statute requires a signed form".

66. At the December 9, 2024 Regular Council Meeting and at all meetings thereafter, MERWITZER made motions and seconded items and cast votes. He also participated in discussions and debates.

67. Beginning at the January 13, 2025 Regular Council meeting and at subsequent meetings, MERWITZER placed items on the Agenda for consideration by the Village Council.

68. Beginning at the January 13, 2025 Regular Council meeting and at subsequent meetings, MERWITZER made motions and seconded items and cast votes.

69. MERWITZER has also appointed members to various advisory committees in Palmetto Bay and has been appointed as the Council Liaison to one of the advisory committees.

70. Members of the public who are not Members of the Village Council, or who are not a Charter Officer, or who are not a Village of Palmetto Bay Department Director cannot place items on the Village Council Agenda, participate in Village Council discussions or debate, sit as Council Liaisons on Village Committees, or appoint residents to Village Committees.

Count I – Declaratory Judgment

71. CODY repeats and realleges Paragraphs 1 through 70 as if set forth herein.

72. This count is an action for declaratory judgment, pursuant to section 86.011, et. seq., Florida Statutes, seeking a declaration from the Court that MERWITZER was not legally

sworn in as the Palmetto Bay Vice Mayor on either December 9, 2024, December 11, 2024, or December 16, 2024.

73. This Count is also for associated injunctive relief.

74. All elements necessary to support a cause of action for declaratory relief are present:

a. There is a bona fide, actual, present need for a declaration as to whether MERWITZER has lawfully taken the oath of office and assumed the office of Vice Mayor of the Village of Palmetto Bay.

b. The declarations sought deal with present controversies as to an ascertainable set of facts.

c. Both as a voter in Palmetto Bay and as a member of the Palmetto Bay Village Council, the rights and privileges of CODY are dependent upon the law applicable to the facts.

d. MERWITZER's participation on the Village Council, if he has not been legally sworn in, is dilutive of CODY's interests as a voter in the Village and as a Member of the Village Council.

e. CODY, MERWITZER, and the VILLAGE have an actual, present, adverse, and antagonistic interest in the subject matter of this Complaint.

f. The antagonistic and adverse interests of CODY, MERWITZER, and the VILLAGE are all before this Court.

g. The relief sought is not merely the giving of legal advice or providing the answer to a question propounded from curiosity but stems from an actual controversy.

Prayer for Relief

WHEREFORE, CODY respectfully requests that judgment be entered in his favor:

a) Declaring that pursuant to Chapter 117, Fla. Stat. (2025) there are seven separate and distinct elements to the giving of an oath by a notary public in the State of Florida, to wit:

1. The oath must be administered to the declarant in the direct physical presence of the notary either in person or via an online notarization by the notary;
2. A declarant must recite the oath of office out loud after the oath has first stated out loud by the notary public, or alternatively, manifestly state his or her agreement to the terms of the oath;
3. The declarant must sign a written copy of the oath close enough to the notary so the notary can see the declarant place his or her signature on the paper being signed or, in the case of an online notarization, in full view of the notary;
4. The notary must fill in the name of the declarant on the jurat notarial certificate;
5. The notary must make his or her signature on the line for the signature of the notary and must include the printed, typed, or stamped name of the notary as contained in the notary commission;
6. The notary must indicate on the jurat notarial certificate that the declarant is either known to the notary or that the declarant has produced satisfactory identification; and

7. The space for the day, month, and year on notarial jurat certificate must include the date that all the events described in Paragraphs 1 through 6 of this subsection a) to the Prayer for Relief took place.

b) Declaring that inclusion of a space for a single date consisting of a day, month, and year indicates that it was the intent of the Florida Legislature that the events described in this subsection a) to the Prayer for Relief take place contemporaneously.

c) Declaring that County Commissioner Daniele Cohen Higgins was not authorized under Section 92.50(1) to administer the oath of office to MERWITZER.

d) Declaring that MERWITZER was not sworn into office as the Palmetto Bay Vice Mayor on December 9, 2024.

e) Declaring that because MERWITZER did not subscribe his signature to a written copy of the oath of office on December 11, 2024 and that because the Village Clerk could not, therefore, notarize MERWITZER's signature on a written copy of the oath, and that MERWITZER was not sworn into office as the Palmetto Bay Vice Mayor on December 11, 2024.

f) Declaring that because the jurat notarial certificate contains a place for only a single date consisting of one day, one month, and one year, that the Village Clerk could not administer the oath to MERWITZER and MERWITZER could not recite the oath on December 11, 2024 and thereafter when MERWITZER signed the written form of the oath on December 16, 2024 and the Village Clerk notarized the written oath on December 16, 2024, it did not meet the legal requirements for the administration of the oath of office to MERWITZER.

g) Declaring that MERWITZER's mere signing of the written oath form on December 16, 2024 without the Village Clerk having first recited the oath to MERWITZER and then without MERWITZER repeating the oath back, and then the Village Clerk's signing of the jurat notarial certificate, meant that the Village Clerk merely acknowledged MERWITZER's signature under Section 117.04, Fla. Stat. (2025).

h) Declaring that the Village Clerk's acknowledgement of MERWITZER's signature on December 16, 2024 could not act in the stead of the oath of office required by the Village Charter and was not in compliance with Section 117.03, Fla. Stat. (2025).

i) Declaring that MERWITZER was not sworn into office on December 16, 2024.

j) Declaring that all actions taken by MERWITZER as the Vice Mayor commencing on December 9, 2024 through such time as MERWITZER takes the oath in accordance with the law, including but not limited to, appointing members to Village Committees, acting as a Council Liaison to Village committees, placing items on the Agenda of the Village Council, moving or seconding items on the Agenda of the Palmetto Bay Village Council, making motions or seconding motions during Regular Council Meetings, Zoning Hearings, and meetings of the Local Planning Agency, and voting on items brought before the Palmetto Bay Village Council, are null, void, and of no force and effect.

k) Entering an injunction barring MERWITZER from taking any actions as the Vice Mayor in the future, which injunction should be conditioned for dissolution upon his lawfully taking the oath of office of Vice Mayor from a person qualified under

Section 92.50(1) to administer the oath, MERWITZER's recitation of the oath, MERWITZER's signing of the oath, and the notarization of the oath in accordance with the requirements of Section 92.50(1) and Chapter 117, Fla. Stat. (2025)

l) Declaring that MERWITZER's lawful taking of the oath would only have a prospective effect going forward from the date of his legal swearing in and would not have any retroactive or curative effect on any actions taken prior thereto.

m) Entering an injunction directing the VILLAGE to make a list of all actions taken by MERWITZER as Vice Mayor from December 9, 2024 to the date upon which MERWITZER legally takes the oath of office as Vice Mayor and to separately prepare an inventory of all votes cast by MERWITZER where he was the deciding vote on an item, motion, or issue.

n) Declaring that all items placed on any Agenda by MERWITZER from December 9, 2024 to the date upon which he legally takes the oath of office as Vice Mayor are null, void, and of no effect.

o) Enter an injunction directing the VILLAGE to amend and correct all minutes of any meetings to reflect that MERWITZER was not the Vice Mayor from December 9, 2024 to the date upon which he legally takes the oath of office as Vice Mayor.

p) Granting such other and further relief as this Court deems just and proper.

STEPHEN CODY, *pro se*
15835 SW 91st Court
Palmetto Bay, FL 33157
Tel: 786-252-6918
Email: SteveCody63@yahoo.com

STEPHEN CODY

STATE OF FLORIDA
COUNTY OF Miami-Dade

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 9 day of APR, 2025 (year), by Stephen Cody (name of person making statement).

(Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

___ Personally Known OR ✓ Produced Identification

Type of Identification Produced FL DRIVERS LICENSE

DANIELA PILOTO
Notary Public - State of Florida
Commission # HH 392722
My Comm. Expires Apr 30, 2027

EXHIBIT A

Subject: Honored to Be Sworn In by Commissioner Danielle Cohen Higgins
Date: Tuesday, November 26, 2024 at 7:43:37 AM Eastern Standard Time
From: Mark Merwitzer <mmerwitzer@palmettobay-fl.gov>
To: Fanny Carmona <fcarmona@palmettobay-fl.gov>, Missy Arocha <marocha@palmettobay-fl.gov>
CC: Village Council <Council@palmettobay-fl.gov>, district8@miamidade.gov <district8@miamidade.gov>

Dear Council and Staff,

I am incredibly honored to share that Commissioner Danielle Cohen Higgins will be swearing me in as Vice Mayor. This is a deeply meaningful moment for me because of the immense respect I have for her work and the example she sets as a leader.

Her relentless fight to stop the massive development project that would have moved the Urban Development Boundary shows how important the environment and our residents' quality of life are to her. Most recently, she sponsored and passed a groundbreaking stormwater management and flood mitigation ordinance which sought to enhance at resilience and safeguard Biscayne Bay.

What inspires me most is the way she always puts residents first, making decisions with transparency, integrity, and a genuine care for the people she serves. While we may not always agree on every issue, I greatly admire her way of leadership in ensuring all perspectives are considered. I also admire her ability to navigate complex challenges with honesty and a focus on what's best for the community. Her leadership reminds me of the importance of staying grounded in purpose and fighting for what's right, no matter how tough the challenge.

Having her swear me in is an honor I will never forget, and I hope to carry forward the same passion and she brings to her work.

Sincerely,
Vice Mayor-Elect Mark Merwitzer

EXHIBIT B

Oath Requirement for Elected Office

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, of the State of Florida and of the Village of Palmetto Bay; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the office of (*Vice Mayor*) on which I am now about to enter.

Mark Mermitzer
Signature

Mark Mermitzer
Print Name

12/09/2024
Date

Name of person administering Oath:

Print Name

Signature

12/9/2024
Date

Witness: R Mermitzer
Signature & Print Name

Witness: Craig Mermitzer
Signature & Print Name

VILLAGE OF PALMETTO BAY INCORPORATED 2002

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument ("Oath Requirement for Elected Office") was acknowledged before me this 9th day of December 2024, by Mark Merwitzer who is personally known to me.

NOTARY PUBLIC

Missel Arocha
Printed Name

Seal:

MISSEL AROCHA
Notary Public - State of Florida
Commission # HH 178221
My Comm. Expires Nov 3, 2025
Bonded through National Notary Assn.

12/09/24
Date

EXHIBIT C

Steve Cody **Friday, March 21, 2025 at 13:57:31 Eastern Daylight Time**

Subject: Oath Requirement of Elected Office
Date: Friday, December 6, 2024 at 11:52:44 AM Eastern Standard Time
From: Missy Arocha <marocha@palmettobay-fl.gov>
To: Mark Merwitzer <mmerwitzer@palmettobay-fl.gov>, Steve Cody <scody@palmettobay-fl.gov>
CC: Missy Arocha <marocha@palmettobay-fl.gov>, John Dellagloria <jdellagloria@palmettobay-fl.gov>, Nick Marano <nmarano@palmettobay-fl.gov>, Melissa Dodge <mdodge@palmettobay-fl.gov>
Priority: High
Attachments: image001.png, Oath Requirement-Elected Office-Vice Mayor.pdf, Oath Requirement-Elected Office-Councilmember.pdf

Good morning, Vice Mayor Elect-Merwitzer and Councilmember Cody.

As part of the process for assuming elected office, please find attached a copy of the **Oath Requirement of Elected Office** for your records. This document outlines the official oath that must be completed and administered as part of your transition into office.

@Mark Merwitzer Please share it with Commissioner Danielle Cohen Higgins, as she will be administering your oath during the Swearing-In Ceremony on the evening of December 9, 2024. Once the document has been executed, I will need the original for our records.

I have the honor of being asked to administer the Oath of Office for @Steve Cody, and I will ensure that your Oath is completed as well.

If you have any questions or require further clarification, please don't hesitate to reach out to me.

Congratulations once again, and we look forward to working with you on your new term.

Respectfully,

Missy Arocha, MPA
Village Clerk / Passport Acceptance Facility Manager
Village of Palmetto Bay

Oath Requirement for Elected Office

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, of the State of Florida and of the Village of Palmetto Bay; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the office of (*Vice Mayor*) on which I am now about to enter.

_____ Signature

_____ Print Name

_____ Date

Name of person administering Oath:

_____ Print Name

_____ Signature

_____ Date

Witness: _____ Signature & Print Name

Witness: _____ Signature & Print Name

Oath Requirement for Elected Office

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, of the State of Florida and of the Village of Palmetto Bay; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the office of (*Councilmember*) on which I am now about to enter.

_____ _____

Signature Print Name

_____

Date

Name of person administering Oath:

_____

Print Name

_____

Signature

_____

Date

Witness: _____

Signature & Print Name

Witness: _____

Signature & Print Name

EXHIBIT D

Oath Requirement for Elected Office

"I do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States, of the State of Florida and of the Village of Palmetto Bay; that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of the office of (*Vice Mayor*) on which I am now about to enter.

Mark Mermitzer
Signature

Mark Mermitzer
Print Name

12-16-24
Date

Name of person administering Oath:

Missy Arocha
Print Name

Signature

12-16-24
Date

Witness: Joan C. DeMaio
Signature & Print Name

Witness: Melissa Dodge
Signature & Print Name

VILLAGE OF PALMETTO BAY
INCORPORATED
2002

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Council
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; ISSUING A FORMAL CENSURE TO COUNCILMEMBER MARSHA MATSON FOR VIOLATING HER OATH OF OFFICE AND FLORIDA LAW BY WILLFULLY AND IMPROPERLY REMOVING HERSELF FROM VILLAGE HALL TO AVOID A VOTE ON A RESOLUTION WHICH WAS OF GREAT PUBLIC IMPORTANCE, RESULTING IN DENYING THE COUNCIL OF A SEATED QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso - Censure

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; ISSUING A FORMAL CENSURE TO COUNCILMEMBER MARSHA MATSON FOR VIOLATING HER OATH OF OFFICE AND FLORIDA LAW BY WILLFULLY AND IMPROPERLY REMOVING HERSELF FROM VILLAGE HALL TO AVOID A VOTE ON A RESOLUTION WHICH WAS OF GREAT PUBLIC IMPORTANCE, RESULTING IN DENYING THE COUNCIL OF A SEATED QUORUM; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, Marsha Matson is a duly elected/appointed member of Village of Palmetto Bay Council with responsibilities to participate in official proceedings and cast votes on matters before the body; and

WHEREAS, on July 7, 2025, during the Regular Council Meeting, a matter related to a legal settlement between Village of Palmetto Bay and Councilmember Steve Cody was properly placed before the body for consideration and vote; and

WHEREAS, agenda item 14H, was properly noticed and presented in accordance with established rules and procedures; and

WHEREAS, Councilmember Marsha Matson deliberately departed the meeting prior to the vote on said agenda item, thereby avoiding her sworn duty to cast a vote on behalf of her constituents; and

WHEREAS, such conduct undermines the democratic process and violates the trust placed in elected/appointed officials by the public; and

WHEREAS, the intentional avoidance of voting responsibilities constitutes a dereliction of duty and breach of the oath of office; and

WHEREAS, this body finds such conduct to be contrary to the standards of ethical behavior expected of its members.

NOW THEREFORE, BE IT RESOLVED 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. Councilmember Marsha Matson is hereby formally censured for her failure to fulfill her voting responsibilities as a member of this body.

Section 3. The Village Council hereby issues the formal censure of Councilmember Marsha Matson for violating her oath of office and Section 286.012 of the laws of Florida by willfully, and without a declaration of conflict or any other excusable reason, leaving the dais and Village Hall in order to ensure that the Council would not have a seated quorum to vote on agenda item 14H from July 7, 2025, Regular Council Meeting Agenda, which could have adversely affected the Vice Mayor.

Section 4. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 8th day of September 2025.

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 Mark Merwitzer _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Council
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, APPROVING A NEW AGREEEMENT IN LIEU OF THE EXSITING CONTRACT WITH THE VILLAGE ATTORNEY, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Attorney Contract.docx
Exhibit A - Consulting Agreement JCD.docx

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING A NEW AGREEEMENT IN LIEU OF THE EXSITING CONTRACT WITH THE VILLAGE ATTORNEY, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the current employment agreement with John C. Dellagloria serving as Village Attorney is in place until October 25th, 2026; and

WHEREAS, it is mutually agreed that he and the Village Council wish to enter into a new agreement in lieu of the existing contract; and

WHEREAS, upon the Village Attorney serving until October 25th, 2025 under the existing agreement, his new agreement with the Village, attached as Exhibit "A", will become effective and the existing agreement will end on October 25th, 2025.

NOW THEREFORE, BE IT RESOLVED 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. That the Village Council and the Village Attorney agree that on October 25th, 2025, the current employment agreement between the parties will end and the new agreement, attached as Exhibit "A" will become effective on October 26, 2025.

Section 3. The Village Manager is authorized to execute the agreement attached as Exhibit "A".

Section 4. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 8th day of September, 2025.

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 Mark Merwitzer _____

Mayor Karyn Cunningham _____

EXHIBIT "A"

Agreement between
John C. Dellagloria and the Village of Palmetto Bay
for Consulting Services

THIS AGREEMENT is made as of September 8th, 2025 by and between John C. Dellagloria and the Village of Palmetto Bay. (the "Village") ("the Parties")

Whereas, John C. Dellagloria ("Dellagloria") has served as Village Attorney since November 12, 2019; and

Whereas, Dellagloria has a contract to continue to serve as the Village Attorney until October 25th, 2026; and

Whereas, the Parties have agreed to enter into this Consulting Agreement in lieu of the remaining term of the existing contract between the Parties.

NOW THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and incorporated as if set forth in full.

2. The term of this Consulting Agreement (the "Agreement") shall be for one year, commencing October 26th, 2025, and concluding on October 25th, 2026.

3. Dellagloria shall continue to serve as Village Attorney until October 25th, 2025.

4. During the term of this Agreement, Dellagloria shall require providing the following services to the Village:

    a. Consult only with the Village Manager, Village Clerk and the incoming Village Attorney on a regular basis and as needed.

    b. Assist the incoming Village Attorney on an as-needed basis.

    c. Any other services as agreed to by the Parties.

5. As compensation, Dellagloria shall receive as a one-time payment all salary and benefits that would be received for serving as the Village Attorney through the remaining year of the contract, which term is through October 25th, 2026, upon the execution of this Agreement.

6. Upon this agreement becoming effective, the remaining term of the existing contract between the Parties shall end.

Executed day and date above written.

Attest:

_____	_____
John C. Dellagloria	**Nick Marano**
Village Attorney	**Village Manager**

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: September 17, 2025

SUBMITTED BY: Missy Arocha, Village Council

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 "SHOP PALMETTO BAY' INITIATIVE, DIRECTING THE VILLAGE MANAGER TO DEVELOP AND IMPLEMENT A PLAN IN WHICH THE VILLAGE PRIORITIZES PALMETTO BAY BUSINESSES INCLUDING BUT NOT LIMITED TO VILLAGE PURCHASING OF SUPPLIES AND SERVICES, ENCOURAGES RESIDENTS TO SHOP LOCALLY, AND PROMOTES PALMETTO BAY BUSINESSES THROUGH VILLAGE MEDIA AND EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Deferred from the Regular Council Meetings of June 2, 2025 and July 7, 2025)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso-Shop Palmetto Bay initiative
Exhibit A
Exhibit B

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE "SHOP PALMETTO BAY' INITIATIVE, DIRECTING THE VILLAGE MANAGER TO DEVELOP AND IMPLEMENT A PLAN IN WHICH THE VILLAGE PRIORITIZES PALMETTO BAY BUSINESSES INCLUDING BUT NOT LIMITED TO VILLAGE PURCHASING OF SUPPLIES AND SERVICES, ENCOURAGES RESIDENTS TO SHOP LOCALLY, AND PROMOTES PALMETTO BAY BUSINESSES THROUGH VILLAGE MEDIA AND EVENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, residents have often expressed their desire to have more businesses and services in Palmetto Bay, a preference that the Village could help fulfill by its actions; and,

WHEREAS, an increase in business and commercial activity in the Village can reduce the tax burden on residents, while simultaneously increasing tax revenues to provide Village services for residents; and,

WHEREAS, in 2025, Palmetto Bay has 966 businesses, as defined by obtaining a Palmetto Bay of business tax licenses, and business tax receipts for 2022 were $93,268, for 2023 were $67,271, and for 2024 were $258,523.

WHEREAS, it behooves the Village of Palmetto Bay to encourage and promote the success of village businesses and services through its purchasing power and promotion through media and events; and,

WHEREAS, the Village Manager may consult with the Palmetto Bay Business Association to develop the "Shop Palmetto Bay" initiative; and,

WHEREAS, the Village Council desires to encourage and promote Village businesses and services by directing the Village manager to develop and implement the "Shop Palmetto Bay" initiative.

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

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

Section 2. The Village Council directs the Village Manager to develop and implement the "Shop Palmetto Bay" initiative, in which the Village prioritizes Palmetto Bay businesses and services, including but not limited to Village purchasing of supplies and services, encourages residents to shop locally, and promotes Palmetto Bay businesses and services through Village media and events.

Section 3. A Palmetto Bay business is defined as a person holding a Village of Palmetto Bay business tax receipt: "Every person, as defined in F.S 205.022(3), engaged in or managing any business, profession or occupation in the village is required to obtain a local business tax receipt issued by the village" (Section 26-151(a) of the Village of Palmetto Bay Code).

Section 4. The "Shop Palmetto Bay" initiative shall not apply to procurement or other Village activities regulated by federal, state, and local law.

PASSED and **ADOPTED** this 2nd day of June, 2025.

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 Mark Merwitzer _____

Mayor Karyn Cunningham _____

From: Desmond Chin
Sent: Friday, April 4, 2025 2:21 PM
To: Melissa Dodge
Cc: Missy Arocha
Subject: Business Tax

Importance: High

Business Tax Receipt for 2022-$93268, 2023-$67271, 2024-$258523

DESMOND CHIN, *Finance Director*

Office 305-259-1268 | Main Fax 305-259-1290
9705 East Hibiscus Street, Palmetto Bay, FL 33157
dchin@palmettobay-fl.gov | www.palmettobay-fl.gov

Business Name	Business Subtype	Address
Window Seat LLC	Instructor/Training/Tutor	14461 S Dixie Hwy
Qbeefarm, LLC FARMERS MARKETS OF FLORIDA INC	Business Services	7895 SW 152 ST
Palmetto Bay Medspa	Clinic/Medical Center/Dialysis	9710 E Indigo St Ste 303
Ladyâ€™s Nails	Beauty Services	18087 S Dixie Hwy
The Butcher Shop INC	Retail Store	14235 S Dixie HWY
Hair by Margarita LLC	Beauty Services	13615 South Dixie HWY Suite#105
GUIDEWELL SANITAS I, LLC	Clinic/Medical Center/Dialysis	8950 SW 152 Street Suite # 104
Nutridentist LLC	Clinic/Medical Center/Dialysis	17029 S Dixie Hwy
Laura Perez Morejon D.M.D. Nutridentist	Dentist	17029 S Dixie Hwy
PetSmart LLC	Retail Store	13621 South Dixie Hwy
Dolce Vita HomeCare LLC	Administrative Office	15715 S Dixie Hwy, Suite 333
Surveyfy llc	Personal Services	9555 SW 175TH TER STE 236
Law Offices of Daryl L. Jones, P.A. Khan Law, P.A.	Attorney Branch Office	14707 South Dixie HWY, Suite 101
KENDALL B AUTOMOTIVE MANAGEMENT. LLC BMW OF SOUTH MIAMI	Auto/Truck/Van Sales	16165 S DIXIE HWY
KENDALL B AUTOMOTIVE MANGEMENT LLC BMW OF SOUTH MIAMI	Business Services	16165 S DIXIE HWY
KENDALL B AUTOMOTIVE MANAGEMENT, LLC BMW OF SOUTH MIAMI	Business Services	16401 S DIXIE HWY
KENDALL B AUTOMOTIVE MANAGEMENT, LLC BMW OF SOUTH MIAMI	Auto/Truck/Van Sales	16401 S DIXIE HWY
KENDALL B AUTOMOTIVE MANAGEMENT, LLC BMW/MINI OF SOUTH MIAMI	Service and Repairs (Non-Contractor)	16165 S DIXIE HWY
KENDALL B AUTOMOTIVE MANAGEMENT, LLCV BMW/MINI OF SOUTH MIAMI	Auto/Truck/Van Sales	16165 S DIXIE HWY
KENDALL I AUTOMOTIVE MANAGEMENT LLC INFINITI OF SOUTH MIAMI	Business Services	16915 S DIXIE HWY

KENDALL I AUTOMOTIVE MANAGEMENT, LLC INFINITI OF SOUTH MIAMI	Auto/Truck/Van Sales	16915 S DIXIE HWY
KENDALL VW AUTOMOTIVE MANAGEMENT, VOLKSWAGEN OF SOUTH MIAMILC	Business Services	17930 S DIXIE HWY
KENDALL VW AUTOMOTIVE MANAGEMENT, VOLKSWAGEN OF SOUTH MIAMILLC	Auto/Truck/Van Sales	17930 S DIXIE HWY
KENDALL H AUTOMOTIVE MANAGEMENT, LLC	Business Services	17920 S DIXIE HWY
KENDALL H AUTOMOTIVE MANAGEMENT, LLC HONDA OF SOUTH MIAMI	Auto/Truck/Van Sales	17920 S DIXIE HWY
KENDALL H AUTOMOTIVE MANAGEMENT, LLC HONDA OF SOUTH MIAMI	Service and Repairs (Non-Contractor)	16165 S DIXIE HWY
KENDALL H AUTOMOTIVE MANAGEMENT, LLC	Auto/Truck/Van Sales	16165 S DIXIE HWY
MARTIN L. SCHECKNER, CERTIFIED PUBLIC ACCOUNTANT, P.A.	Accountant	18001 OLD CUTLER RD STE 421
ENRIQUE ACOSTA DDS. PEDIATRIC DENTAL CENTER OF PALMETTO BAY	Dentist	17037 S DIXIE HWY
GRAFIX DESIGNS LLC	Graphic/Art/Typesetting	8440 SW 141 Street
Beast Performance Training, INC	Personal Services	7895 SW 152 ST
Oikos Title LLC	Real Estate Branch Office	9555 SW 175 TER SUITE 592
H & A PRO CORP	Beauty Services	13605 SOUTH DIXIE HWY #141
ABA Therapy Services RA LLC	Administrative Office	9555 SW 175th Terrace, Suit 619
TANIA ROSARIO DOMINGUEZ District Health Centers LLC	Physician	17591 S DIXIE HWY
Primos Caregivers	Adult Day Care	15908 SW 92 AVE
Greener Roofing	Specialty Building Contractor	9555 SW 175 Terrace SUITE 225
Enterprise Mobility	Auto/Truck/Van Sales	17720 S DIXIE HWY
Pura vida nail bar llc	Beauty Services	13615 S Dixie Hwy -106
United flavors creamery	Retail Store	7895 Sw 152 st
JESSICA PYLE PEDIATRIC ASSOCIATES	Physician	15077 S DIXIE HWY
OLGUITA'S CAFE, INC	Take Out Food/Snack Bar	15555 SOUTH DIXIE HWY
Twister Hair	Beauty Services	13615 S. Dixie Hwy UNIT 208-210

J &L window tinting inc	Refinish/Finishing/Dye Services	17403 S Dixie hwy
Face to Face Mental Health Services, LLC	Clinic/Medical Center/Dialysis	15924 SW 92 AVE
Helping Hands for Children, LLC	Clinic/Medical Center/Dialysis	15924 sw 92 ave
Jason M Insurance LLC Sebanda Insurance	Insurance Company	17595 S DIXIE HWY
BMA SOUTH MIAMI	Clinic/Medical Center/Dialysis	8770 SW 144 Street
Airojen Center Inc Comprehensive Psychiatric Center South	Clinic/Medical Center/Dialysis	9735 E Fern St
BLUE NATIVE OF THE FLORIDA KEYS, INC.	Administrative Office	18001 Old Cutler Road, Suite 409
Hurricane Digital Marketing	Business Services	15715 South Dixie Highway Suite 416
Detailed Marketing Inc	Photographer/Video Services	9780 E Indigo Street, Suite 101
FORD OF KENDALL LLC	Business Services	15551 S DIXIE HWY
FORD OF KENDALL	Auto/Truck/Van Sales	15551 S DIXIE HWY
LYNDSEY BURTON DM PEDIATRIC ASSOCIATES	Physician	15077 S DIXIE HWY
Ibrahim Diaz Face to Face Mental Health Services	Personal Services	15924 SW 92 AVE
Jose Carlos Lopez MD Face to Face Mental Health Services	Psychologist	15924 SW 92 Ave
Josue Lopez MD Face to Face Mental Health Services	Physician	15924 sw 92 ave
Leodan Diaz Alfonso Face to Face Mental Health Services	Personal Services	15924 SW 92 Ave
Tania Fagundo Face to Face Mental Health Services	Personal Services	15924 SW 92 AVE
Yaima Mena Face to Face Mental Health Services	Personal Services	15924 SW 92 AVE
Wells Fargo Bank NA	Banking Facility	14801 S Dixie Hwy
Wells Fargo Bank NA	Banking Facility	17401 SW 97 Ave
HERITAGE PROPERTY & CASUALTY INSURANCE COMPANY	Insurance Company	1401 N WESTSHORE BLVD
True Haul LLC	Administrative Office	18001 Old Cutler, Suite 409
ASN & N Investment Group LLC	Administrative Office	7408 SW 168 Terrace
Comcast Cable Communications, LLC Xfinity	Retail Store	13623 S Dixie Hwy, Suite 145A
G & A BEHAVIOR THERAPY	Administrative Office	15715 s dixie hwy suite 302
WAXING BY ANITA SPA & BOUTIQUE LLC	Beauty Services	13615 S DIXIE HWY 112-307

Mental Life Solutions Inc	Clinic/Medical Center/Dialysis	15715 South Dixie Hwy, Suite 331 & 332
Adult Day Center of South Florida, Inc.	Adult Day Care	9855 SW 184 ST
Andres Cintra Marin, APRN Mental Life Solutions Inc	Personal Services	15715 South Dixie Hwy, Suite 331 & 332
Here's Help Inc (Non-Profit)	Professional Association/Corporation	9016 SW 152 ST
Belkis Plasencia APRN Face to Face Mental Health Services	Personal Services	15924 SW 92 AVE
Ballet&Beyond; LLC	Dancing or Entertaining	9048 SW 152 St
Christopher Colon APRN Pediatric Associates	Physician	15077 S DIXIE HWY
THE CYCLE MART OF MIAMI, INC	Retail Store	13799 S DIXIE HWY
Bright Behavior Services LLC	Personal Services	9847-9849 SW 184 ST
Insureologist INC	Insurance Company	14707 S Dixie HWY, SUITE 105
Psycho-Social Rehabilitation Center, Inc.	Educational Institutions	9827 E Hibiscus St.
Saltzman, Tanis, Pittell, Levin and Jacobson, LLC	Clinic/Medical Center/Dialysis	15077 S DIXIE HWY
Michelle Lopez Torres PEDIATRIC ASSOCIATES	Physician	15077 S DIXIE HWY
Green Street Smoke Shop LLC	Retail Store	17575 S Dixie Hwy
SAGE Dining Services, Inc.	Food Products mfg./Process	6855 SW 152 ST
SAGE Dining Services, Inc.	Food Products mfg./Process	7900 SW 176 ST
Acutrition LLC	Acupuncture	9225 SW 158 Lane, Unit D
Five Below, Inc	Retail Store	13611 South Dixie Highway
Tieesha N. Taylor, PA	Attorney Branch Office	14707 S Dixie Highway, PH 401
TODD'S ACCOUNTING SERVICES INCORPORATION	Accountant	18001 OLD CUTLER RD, SUITE 454
ST ANDREWS EPISCOPAL CHURCH INC	Educational Institutions	14260 Old Cutler Road
Milli Investments LLC	Administrative Office	13615 S Dixie Hwy #112-113
Brows and lashes beauty spa	Tattoo Studio (Affidavit)	9225 SW 158 lane unit D
Wonder Minds Behavior Therapy Corp	Personal Services	9555 SW 175 Ter Suite # 205
Elizabet Alonso Prieto Massage Envy	Massage Therapist	13605 S DIXIE HWY #139
Lazara Martinez Massage Envy	Massage Therapist	13605 S DIXIE HWY #139

Lissett Hernandez Massage Envy	Massage Therapist	13605 S DIXIE HWY #139
Marie Hernandez Massage Envy	Massage Therapist	13605 South Dixie Hwy # 139
Oslaydis Cruz Massge Envy	Massage Therapist	13605 S DIXIE HWY # 139
Raisa Cutino-Basulto Massage Envy	Massage Therapist	13605 S DIXIE HWY #139
Fritanga Monimbo Palmetto Bay	Eating Establishment	15801 S. DIXIE HWY, SUITE C
Logos Therapy Group LLC	Personal Services	8950 SW 152 St unit 107
Salin Fernandez Massage Envy	Massage Therapist	13605 S DIXIE HWY # 139
Tania Linares Massage Envy	Massage Therapist	13605 S DIXIE HWY #139
Yipsy Gonzalez Massage Envy	Massage Therapist	13605 S DIXIE HWY #139
Water Cube Spa Inc.	Massage Therapist	17891 S Dixie Hwy, suite 105-B
Indigo Palmetto Bay	Administrative Office	9500 SW 174 Street
Soho Studio Salon	Beauty Services	13615 S Dixie Hwy #112, Suite 305
The Treatment Center by The Recovery Village, LLC	Clinic/Medical Center/Dialysis	8750 SW 144th Street, Unit 207
Lars H Rich	Specialty Building Contractor	18041 SW 89 Ct
Metro Flea Miami LLC Coral Reef Farmers Market	Flea Market Sales	7895 SW 152 Street
NTM INFO & RESEARCH (Non Profit)	Research/Search Services	14411 S DIXIE HIGHWAY SUITE 205
Bright Sun Therapy Corp	Personal Services	9245 SW 158 LANE 3RD FLOOR
Aldi (Florida) LLC	Retail Store	15033 S Dixie Hwy
JPR solutions LLC	Business Services	18001 Old Cutler Road # 490
Freeway Insurance Services America, LLC	Insurance Company	16935 S DIXIE HWY
Kenia Toro C Massage Envy	Massage Therapist	13605 S Dixie Hwy Suite 139
LIPING LI Lucky Liu Incorporated	Massage Therapist	15801 S DIXIE HWY SUITE A
Lucky Liu Incorporated	Message Establishment	15801 S Dixie HWY A
New York Roma Pizza and Pasta to go	Take Out Food/Snack Bar	9050 SW 152 ST
Polish n chic LLC	Beauty Services	13615 S Dixie Highway Suite 306
BLOW DRY GIRLS BY YAZ LLC	Beauty Services	13615 S Dixie Hwy #112 suite 119
Party City Corporation	Retail Store	13615 S DIXIE HWY STE 119
Vertbutique , LLC	Administrative Office	8515 SW 139 Terrace
Waxed beauty bar LLC	Beauty Services	13615 S Dixie Hwy suite 304
Kendall Electric Inc.	Electrical Contractor	9245 SW 157 Street- Suite 208
Luby'z Salon & Spa	Beauty Services	14441 S Dixie Hwy
Pizza Hut # 012408 Koning Restaurants Intenational, LC	Eating Establishment	15065 S Dixie Highway
Raw and Kibble	Retail Store	18083 S Dixie Hwy
Miller's Ale House, Inc.	Eating Establishment	13603 S Dixie Hwy

Garnet and Carbonell, DPM, LLC	Clinic/Medical Center/Dialysis	9012 SW 152 St
Blue Horizon ABA LLC	Personal Services	8950 SW 152 ST SUITE 112
Freeway Insurance Services America, LLC	Insurance Company	14229 S DIXIE HWY
Fitness International LLC	Fitness Center - Membership	16051 S DIXIE HWY
Miami V GFN LLC Miami's Vice	Rental Services (Not Real Property)	15657 S DIXIE HWY
Miami V GFN LLC Miami's Vice	Retail Store	15657 S Dixie Hwy
Be Strong International, Inc	Administrative Office	9730 E Hibiscus St
NV Realty Services, Inc.	Real Estate Broker	18001 Old Cutler Road, Suite 645
Plus Up Medical Supplies Corp	Retail Store	9871 SW 184 ST
JNK Subs Old Cutler LLC	Eating Establishment	16707 Old Cutler Rd
7-Eleven, Inc.	Retail Store	15201 S Dixie Hwy
7-Eleven, Inc.	Dealer in Petroleum Products	15201 S Dixie Hwy
Angels Special Care Inc	Physical/Occupational Therapy Center	17571 S Dixie Highway
ONEBLOOD INC	Blood Bank Center	14425 South Dixie Hwy
Burger King Company, LLC	Eating Establishment	16025 S Dixie Hwy
PALMETTO BAY MOTORS LLC	Auto/Truck/Van Sales	17801 SOUTH DIXIE HWY
ROSA M.LEMBCKE-MENA MD	Physician	14975 S. DIXIE HWY
ULTIMA MED SPA	Clinic/Medical Center/Dialysis	14975 S. DIXIE HWY
Action Alarm Inc	Business Services	8590 SW 168 Ter
Action Air Tech,Inc.	Specialty Mechanical Contractor	8590 SW 168 Ter
Taco Bell 25740	Eating Establishment	15295 S DIXIE HWY
Bridgestone Retail Operations, LLC	Service and Repairs (Non-Contractor)	15757 S Dixie Hwy
Sally J Jewelry Design	Retail Store	9839 SW 184 ST
JJS Construction Group LLC	General Building Contractor	18100 SW 97 Ave
TANIA ROSARIO DOMINGUEZ District Health Centers LLC	Physician	17591 S DIXIE HWY
Cuban Guys 104, LLC	Eating Establishment	14685 S Dixie Hwy
Michelle C. Fraga	Attorney	14707 S Dixie Highway, Suite 210
Law Office of Michelle C. Fraga, P.A.	Attorney Branch Office	14707 S Dixie Highway, Suite 210
Kingâ€™s Bay Nails Spa Inc	Beauty Services	14483 S Dixie Hwy
BB SKIN STUDIO	Beauty Services	13615 S. Dixie Hwy Unit 112-113, Suite 201
Dej-La-Vu Salon	Beauty Services	13615 S. Dixie Hwy Unit 112-113, Suite 204
H GREG NISSAN KENDALL, LLC	Business Services	17195 S DIXIE HWY

Holiday CVS, L.L.C.	Retail Pharmacy	14705 S Dixie Hwy
Baptist Hospital of Miami Inc.	Clinic/Medical Center/Dialysis	8950 SW 152 ST, Suite 103
The two pizza men corporation Steves pizza	Eating Establishment	18063 S Dixie Hwy
The Everglades Foundation, Inc. (Non-Profit)	Administrative Office	18001 Old Cutler Road, Suite # 625
Miami Cuban Ballet School	Educational Institutions	9212& 9224 SW 156 ST
Marshalls of MA Inc	Retail Store	13619 S Dixie Highway
Marshalls of MA Inc	Retail Store	16051 S Dixie Highway
UNITED AMERICAN INSURANCE COMPANY	Insurance Company	3700 S. Stonebridge Drive
UNITED HOME LIFE INSURANCE COMPANY	Insurance Company	225 S. East St. P.O.BOX 7192
H GREG NISSAN KENDALL, LLC	Business Services	17305 S DIXIE HWY
H GREG NISSAN KENDALL, LLC	Auto/Truck/Van Sales	17305 S DIXIE HWY
Interlink Group Professional Services, Inc	Specialty Electrical Contractor	13611 S Dixie Highway SUITE 500
Express Gene LLC	Health Testing (Non-Invasive)	9000 SW 152ND STREET, SUITE 209
Aquatic Consultants Inc	Administrative Office	18001 Old Cutler Road suite 631
Jaime A Carbonell, DPM Garnet and Carbonell, DPM, LLC	Physician	9012 SW 152 St
Pollyanna Reeves, DPM Garnet and Carbonell, DPM, LLC	Physician	9012 SW 152 St
Thomas Salvatore Corona jr. DPM Garnet and Carbonell, DPM, LLC	Physician	9012 SW 152 St
Dolphin Properties	Real Estate Firm	15715 S Dixie Hwy# 419
Superfish USA, Inc.	Administrative Office	18001 OLD CUTLER RD, Ste 486
Shapiro Enterprises, Inc.	Specialty Building Contractor	9261 SW 180 Street
Harmony House Wellness Center LLC	Personal Services	14115 S Dixie Hwy Suite K
AFG ME The Falls LLC Massage Envy	Message Establishment	13605 S Dixie Hwy Ste 139
Lourdes M. Fernandez HAIR LOURDES CORP	Beauty Shop/Chair	17891 S Dixie Hwy #106
HAIR LOURDES CORP	Beauty Services	17891 S Dixie Hwy #106
Starbucks Corporation	Eating Establishment	14795 S Dixie Hwy
Starbucks Corporation	Eating Establishment	7290 SW 168 St
Ascension Armory LLC	Administrative Office	15825 SW 87 Avenue
Tors LLC French bistro	Eating Establishment	13611 s Dixie hwy suite 110
H & Y Behavior Therapy Inc	Personal Services	17901 Old Cutler RD Suite B 305

Standard Life and Casualty Insurance Company	Insurance Company	10777 Northwest Fwy Finance Department Suite
FAMILY LIFE INSURNACE COMPANY	Insurance Company	10777 Northwest Fwy Finance Department Suite
LIGHT INSTRUMENTS USA LLC	Business Services	18001 OLD CUTLER RD Suite 401
James Nadell DR.	Psychologist	14707 South Dixie Highway Suite 211
Wicker Smith O'Hara McCoy & Ford, P.A.	Attorney	17901 Old Cutler Road, Suite 320
LUZ Y FE BEHAVIOR SERVICES CORP	Business Services	9555 SW 175th Terrace suite 235
FGG Spa, LLC	Message Establishment	14983 S Dixie Hwy
ACCENDO INSURANCE CO	Insurance Company	One CVS Drive
SILVERSCRIPT INSURANCE CO	Insurance Company	One CVS Drive
stephen ezell dds	Dentist	9000 SW 152 ST, Suite 101
Nextinvest, LLC	Real Estate Firm	13601 SW 78 PL
Holiday CVS, L.L.C.	Retail Store	14707 south dixie HWY
Holiday CVS, L.L.C.	Film/Photo Process/Develop	14705 S DIXIE HWY
Archcube Architectural Design LLC	Administrative Office	16350 SW 77th Ct
Beautybylis18	Beauty Services	15053 S Dixie HWY
Sushi Bay Llc	Eating Establishment	9837 SW 184 Street
Hero Martial Arts, LLC	Educational Institutions	17049 S Dixie Hwy
The Billbrough Firm P.A.	Attorney Branch Office	7321 SW 146 Terrace
Miami Humidor	Retail Store	13989 South Dixie Highway
Holistic Interventions Inc.	Administrative Office	14707 South Dixie Highway Suite 318
Tranlanguage Inc.	Administrative Office	18001 Old Cutler Road Suite 641
Regina F. Zelonker P.A.	Attorney	8925 SW 148 Street, Suite 200
Upright Spine Center	Chiropractor	9867 East Fern Street
Cheri Frantzman Pediatric Occupational Therapist, P.A.	Physical/Occupational Therapist	14411 S Dixie Highway, Suite 227
RK Oil Inc	Retail Store	16780 Old Cutler Rd
Cheri Frantzman Pediatric Occupational Therapist, P.A.	Clinic/Medical Center/Dialysis	14411 South Dixie Highway, Suite 227
Sunshine Health Network Inc	Administrative Office	15321 S DIXIE Hwy, SUITE 309
Aztek Nursing Registry Inc	Home Medical Care Agency	15715 South Dixie Hwy Ste 307
Express Buyers Inc	Administrative Office	16851 SW 84 Avenue
G & B 505 Corporation DBA Romi Dry Cleaners	Business Services	15303 S. Dixie Hwy
Dazzling Nail Lounge	Beauty Services	17945 Sw 97 Ave suit 106
J Beauty Institute LLC	Beauty Services	15053 S Dixie Hwy
Galaxy Nails	Beauty Services	14973 S Dixie Hwy
Watkins & Co., Inc.	Specialty Building Contractor	7725 SW 168 Terrace

South Florida Fitness - Palmetto Bay, INC	Fitness Center - Membership	9208 SW 156 Street
Dr. Elena Coello-Jemmali INC	Psychologist	14707 South Dixie Highway Suite 211
K-K nails by Chien Corporation	Beauty Services	15317 South Dixie hwy
V&L Design LLC	Publishing Services	17945 SW 97 Ave Suite #146
Harmony Community Center	Clinic/Medical Center/Dialysis	14865 S DIXIE HWY
LISET FIALLO Harmony Community Center	Mental Medical Counselor	14865 S DIXIE HWY
GABRIEL BETANCOURT D.M Harmony Community Center	Physician	14865 S DIXIE HWY
ASN & N Investment Group LLC	Administrative Office	7408 SW 168 Terrace
Crisp Creations IV Giardino Gourmet Salads	Eating Establishment	14455 S Dixie Hwy
disamerica consulting group, inc.	Consultant/Copy/DUP/Reproduction Service	8315 SW 150 Drive
Rainey PA Dixie Animal Hospital	Veterinary Clinic	14701 S DIXIE HWY
The Medical Protective Company	Insurance Company	5814 Reed Road
National Mentor Healthcare, LLC	Assisted Living Facility	8921 SW 150 TER
CEC Construction Co	Specialty Building Contractor	15700 SW 77 Ave
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	Insurance Company	100 North Greene Street Corparate Tax
Groundwater Environmental Group, Inc.	Consultant/Copy/DUP/Reproduction Service	15321 S DIXIE HWY STE 303A
Ross Dental Associates LLC	Dentist	7290 SW 168 ST, Suite B
Blue Motion LLC	Administrative Office	9831 SW 184 ST
Joseph W. Ligman, P.A.	Attorney Branch Office	15715 S DIXIE HIGHWAY, SUITE 319
AMORE MENTAL HEALTH CORP.	Physical/Occupational Therapy Center	14471 S DIXIE HWY
Allergy & Asthma Associates of South Florida, PA	Clinic/Medical Center/Dialysis	14411 S Dixie Highway, Suite 223
Ligman Martin	Attorney	15715 S DIXIE HWY, SUITE 319
JPMorgan Chase Bank, N.A.	Banking Facility	15101 S Dixie Hwy
Stacy M. Nassau, MD	Physician	14411 S Dixie Highway, Suite 223
Steam Enterprises, Inc.	Private Investigative Agency	13611 S. Dixie Highway
Innovation Clinical Trials Inc	Physician	9000 Coral Reef Drive #202
Jessica M. Vigoa, PA	Physician	14411 S. Dixie Highway, Suite 223
PANERA LLC	Eating Establishment	13617 S. Dixie Highway
Lifestyle International Realty LLC	Real Estate Branch Office	9008 SW 152 ST
Innovation Clinical Trials Inc.	Clinic/Medical Center/Dialysis	9000 Coral Reef Dr. Suite # 202

Javier I Sanchez Rivera DDS PA	Dentist	14433 S DIXIE HWY
Javier I Sanchez Rivera DDS PA	Clinic/Medical Center/Dialysis	14433 S DIXIE HWY
Real Estate Empire	Real Estate Branch Office	15940 SW 92 Ave
J&R IMPLEMETATION SERVICES INC	Administrative Office	9555 SW 175 TER Suite # 610
The Foster Company of South Florida	Management Services	9000 SW 152nd Street, Suite 102
GRABOWSKI-SCHELLER INC	Administrative Office	9000 SW 152 ST UNIT 103
Jany Rodriguez BCBA J&R IMPLEMETATION SERVICES INC	Personal Services	9555 SW 175 TER Suite # 610
Kingfs Bay Insurance LLC	Insurance Company	9000 SW 152 St #106
American Education and Translation Services	Business Services	15321 S Dixie Hwy, Ste 302
NATIONAL SENTINEL, INC.	Guard Patrol Agency	15715 S. DIXIE HWY, Suite 227
LIL ABNER FOUNDATION INC	Educational Institutions	16810 S DIXIE HWY
Nicklaus Children's Palmetto Bay Outpatient Center (NON-PROFIT)	Clinic/Medical Center/Dialysis	17615 SW 97 AVE
PROS MIAMI SOUTH LLC	Administrative Office	14411 SOUTH DIXIE HWY SUITE 217
Income Realty Corporation	Real Estate Branch Office	17891 S Dixie Hwy Suite 200B
Palmetto Bay Petroleum, Inc Palmetto Bay Chevron	Retail Store	16767 Old Cutler Road
Lazana Corporation		
Pinch A Penny	Retail Store	14405 S DIXIE HWY
SUPER INSURANCE OF EL MANA INC	Insurance Company	17225 S Dixie HWY Suite 205
SORIANO BROTHERS RESTAURANT OPERATIONS	Eating Establishment	18005 S Dixie Hwy
PROS Miami South, LLC	Physician	14437 SOUTH DIXIE HWY
Palmetto Bay Petroleum Inc Palmetto Bay Chevron	Dealer in Petroleum Products	16767 Old Cutler Road
PROS MIAMI SOUTH LLC	Chiropractor	14437 SOUTH DIXIE HWY
GONZALEZ AND PARTNERS CPAS LLC	Accountant	18001 OLD CUTLER ROAD, SUITE 431
SBS Investments of Dade County	Service and Repairs (Non-	
Christina's Party RentalsInc	Contractor)	9740 E Evergreen St
Golden Strings Academy LLC	Educational Institutions	13801 S Dixie Hwy Unit 13839
BCA Financial Services	Administrative Office	18001 Old Cutler Road, Suite 462
Quality Inn South, Inc.	Motel	14501 S Dixie Hwy
J Tanner Construction Inc	Specialty Building Contractor	9078 SW 157 Street
Westdale Bay Village LLC	Apartments	18301 S Dixie Hwy

ALGLO Garden Apartments LLC	Apartments	14501 S Dixie Hwy
Bay Village LLC	Management Services	18301 S Dixie Hwy
FCI Palmetto Bay LCC	Apartments	17945 SW 97 Avenue
Palmetto Bay Family Dentistry PLLC	Dentist	14855 South Dixie Hwy
Palmetto Bay Family Dentistry PLLC	Clinic/Medical Center/Dialysis	14855 South Dixie Hwy
Gusade Investment , LLC The UPS Store	Retail Store	13611 South Dixie Highway SUITE 109
Freeway Insurance Services America, LLC	Insurance Company	14229 S DIXIE HWY
Bonwit's Tax Services Inc.	Accountant	17986 Franjo Road
Cozy Farm LLC	Administrative Office	15315 SW 88 Ave
Aromas del peru restaurant llc	Eating Establishment	17225 S DIXIE HWY, SUITE 100
The Escape Zone LLC Axe Habits Palmetto Bay	Food/Beverage Sales	9228 SW 156 ST
FCI Palmetto Bay LCC	Administrative Office	17945 SW 97 Ave
Vitafoods Enterprises, Inc.		
FUDDRUCKERS	Eating Establishment	14875-A S. Dixie Hwy
MOM Realty, Corporation	Administrative Office	14231 S Dixie Highway
Bright Healing Services Inc	Mental Medical Counselor	17988 SW 97 Ave
Patrick J. Rengstl, P.A.	Attorney	17901 Old Cutler Road, Ste 309
Pappa Riccos Inc.	Eating Establishment	14415 S Dixie Hwy
Coral Advertising Inc	Advertising/Marketing/Public Relations	8650 SW 144 Street
Chicken Kitchen	Eating Establishment	15053 S Dixie HWY
Southeast Insurance Group	Insurance Company	9245 SW 157 ST SUITE # 101
148 Street Center LLC	Administrative Office	8925 SW 148 Street, Suite 200
TEAMWORK CONTRACTORS GROUP LTD	Specialty Building Contractor	8925 SW 148 Street, Suite 200
Pinecrest Bakery 21 LLC	Eating Establishment	16165 S Dixie Hwy
Flavahâ€™s Vape N Smoke Shop Inc	Retail Store	18077 South Dixie Hwy
El Capitan Marine & Fishing Center LLC	Retail Store	14121 S Dixie Highway
EXECUTIVE RISK INDEMNITY INC	Insurance Company	436 WALNUT ST, PO BOX 1000 WB12A
CHUBB NATIONAL INS CO	Insurance Company	436 WALNUT ST, PO BOX 1000 WB12A
Venture X Palmetto Bay	Administrative Office	9555 SW 175th Terrace
Walgreen Co.	Retail Store	16795 S Dixie Hwy
Arrow Properties of South Florida, Inc.	Administrative Office	7790 SW 176 Street
Yang Asian Massage LLC	Message Establishment	13991 S Dixie Hwy
All Star Capital Group, Inc	Administrative Office	14707 S DIXIE HWY# 306

Ludovici Properties Inc	Administrative Office	7790 SW 176 Street
Total Medical Management	Business Services	9780 E Indigo St STE 202
NEW HORIZONS MEDICAL & RESEARCH	Health Testing (Non-Invasive)	13859 S DIXIE HWY
Christ Fellowship Baptist Church, Inc. (NON-PROFT)	Educational Institutions	8900 SW 168 Street
Shaohong,Feng Yang Asian Message LLC	Massage Therapist	13991 S Dixie Hwy
ZHESSHU, XU YANG ASIAN MASSAGE LLC	Massage Therapist	13991 S DIXIE HWY
Nova Community Services Corp	Administrative Office	9867 SW 184 St
Eli's Foreign Car, Inc.	Retail Store	9790 Wayne Ave
Eli's Foreign Car, Inc.	Service and Repairs (Non-Contractor)	9790 Wayne Ave
Florida Tax & Accounting Services Inc	Accountant	9245 SW 157 STREET STE 210
RE Glazebrook, Inc.	Accountant	9771 Wayne Ave
Center Of Dentistry and Oral Health	Clinic/Medical Center/Dialysis	9000 SW152 St, Suite 208
GSD IMPORTS, LLC LAMBORGHINI SOUTH DADE	Showroom/Sales Office	17415 SOUTH DIXIE HIGHWAY
GSD IMPORTS, LLC	Service and Repairs (Non-Contractor)	17415 SOUTH DIXIE HIGHWAY
SIR GALLOWAY DRY CLEANERS INC	Cleaner/Laundry/Alterations	14769 S Dixie HWY
SIR GALLOWAY DRY CLEANERS INC	Cleaner/Laundry/Alterations	7290 SW 168 ST
THE CHALET AT OLD CUTLER LLC	Assisted Living Facility	7210 SW 148 TERRACE
SUN BAY MANOR INC	Assisted Living Facility	8440 SW 155 TERRACE
SUN BAY MANOR II	Assisted Living Facility	8820 SW 148 STREET
House of Bagel & Bialy INC	Bakery	14449 S Dixie HWY
Cardtronics USA INC	Automated Teller Machine	14705 S DIXIE HWY
Lil Jungle LLC	Barber Shop/Chair	13985 S Dixie HWY
Advanced Cellular & Wireless, Inc.	Retail Store	15327 S Dixie Hwy
VVM, LLC	Consultant/Copy/DUP/Reproduction Service	8805 SW 162 St
DC FL JJ 3, LLC Jimmy Johns	Eating Establishment	9823 East Hibiscus St
GARY R ROSEN DDS	Clinic/Medical Center/Dialysis	14115 S DIXIE HWY
GARY R ROSEN DDS	Dentist	14115 S DIXIE HWY
Wendy's Properties, LLC	Drive in Restaurant	13901 S Dixie Hwy
Stitch Miami, LLC	Retail Store	13869 South Dixie Highway

Skylight Construction Inc	Specialty Building Contractor	13701 SW 75 AVE
K and S Air conditioning & Refrigeration Inc	Specialty Mechanical Contractor	13701 SW 75 AVE
Milanes Insurance Group	Insurance Company	17031 S DIXIE HWY
Roberto Ruiz MD	Physician	9735 E. Fern st.
Bizi-Arq. Inc.	Architect	17225 S Dixie Hwy, 203
Zen Magical Hands LLC	Massage Therapist	9555 SW 175 Terrace, Suite 224
Red Ledges Land Development, Inc.	Administrative Office	18001 Old Cutler Road, Suite 460
Eric M. Payne, O.D., P.A. VISIONWORKS, INC	Optometrist	13601 S Dixie Hwy
SPEECH OF MIAMI	Business Services	14243 SW 80 AVE
Ileana Dominguez Baute APRN	Physician	14707 South Dixie Highway, suite 201, Palmetto
DOMINGUEZ BAUTE corp.	Clinic/Medical Center/Dialysis	14707 South Dixie Highway, suite 201
SCRUBSTATION USA LLC	Business Services	9851 E. FERN STREET
Edward I. Golden	Attorney	17345 S DIXIE HWY
Golden Glasko & Assoc.	Attorney Branch Office	17345 S DIXIE HWY
LORENZO'S ENTERPRISES GROUP INC	Assisted Living Facility	9101 SW 180 ST
VISTAS GROUP PALMETTO FUND LLC	Apartments	18300 SW 98 Avenue
LORENZO'S ENTERPRISES GROUP INC	Assisted Living Facility	9485 SW 180 ST
Vistas Group Palmetto Fund LLC	Administrative Office	18300 SW 98 Avenue
Straight Ahead Construction, Inc.	Specialty Building Contractor	17800 Sw 75 Ave
preferred claim solutions, Inc	Insurance Adjuster	9760 E Indigo Street
Delices De France Inc.	Administrative Office	14411 South Dixie Highway #201
DADELAND DODGE	Auto/Truck/Van Sales	16501 S Dixie Hwy
Delices De France, Inc.	Food Products mfg./Process	14419 South Dixie Highway
Drug Free Workforce	Administrative Office	9781 WAYNE AVENUE
Delices De France, Inc.	Take Out Food/Snack Bar	14453 South Dixie Highway
RIVER MARINE SUPPLY	Retail Store	14951 S DIXIE HWY
Law Offices of Carmen Rodriguez, P.A.	Attorney Branch Office	15715 S DIXIE Hwy, STE 411
Advance Construction systems	General Building Contractor	15941 SW 83 Ave
Law Offices of Carmen Rodriguez, P.A.	Attorney	15715 S DIXIE HIGHWAY, STE 411
Combined Maintenance Services	Specialty Electrical Contractor	18011 SW 89 Ct
Phoenix Import & Export, Inc.	Administrative Office	15715 S DIXIE HIGHWAY, STE 411

Miami Nursing Institute, LLC	Nurse/Midwife	18021 sw 89th ct
Massage Blue Corp	Message Establishment	17033 S Dixie HWY
Caribbean Publishing and Services, Inc.	News/Wire Services	9020 SW 152 Street
Advanced Water Products	Retail Store	9735 East Fern Street
AMERITAS LIFE INSURANCE CORP	Insurance Company	P.O.BOX 40888
COLUMBIA LIFE INSURANCE COMPANY	Insurance Company	4707 VESTAL PARKWAY EAST
Twin Peaks, LLC	Business Services	8925 SW 148 Street, Suite 200
Court Options Inc.	Educational Institutions	17891 S Dixie Hwy, Suite 202
Scripted Ventures LLC Old Cutler Pharmacy	Retail Pharmacy	14305 S Dixie Highway
Robert Blackgrove Psy.D	Business Services	8305 SW 160 St
SENIOR LIFE INS CO	Insurance Company	PO BOX 2447
American General Life Insurance Company	Miscellaneous	P. O. BOX 4868
The United States Life Ins Co in the City of NY	Insurance Company	P. O. BOX 4868
American Commerce Insurance CO	Insurance Company	211 Main Street
J Palmer Group Inc	Specialty Building Contractor	15715 S Dixie Hwy suite 329
Palmer Roof Tech Inc	Specialty Building Contractor	15715 S Dixie Hwy #306
OLD REPUBLIC INSURANCE COMPANY	Insurance Company	631 EXCEL DRIVE SUITE 200
CIGNA HEALTH AND LIFE INSURANCE COMPANY	Insurance Company	TAX DEPARTMENT, C6TAX
CONNECTICUT GENERAL LIFE IINSURANCE COMP	Insurance Company	900 COTTAGE GROVE ROAD C6TAX
AMERICAN RETIREMENT LIFE INS COMPANY	Insurance Company	900 COTTAGE GROVE ROAD
RLI Insurance Company	Insurance Company	9025 N Lin Drive
HUMANA INSURANCE COMPANY	Insurance Company	PO BOX 740026
HUMANA HEALTH INS COMP OF FLORIDA, INC	Insurance Company	PO BOX 740026
LCK/AIA, INC	Architect	17494 SW 83 Ct
COMPBENEFITS INSURANCE COMPANY	Insurance Company	PO BOX 740026
Health Industry Designs Corp	Physical/Occupational Therapy Center	9555 SW 175 TER Suite 233
ENDURANCE ASSURANCE CORPORATION	Insurance Company	4 MANHATTANVILLE ROAD

MATTHEW W ST. AIMEE	Go Flow	Physical/Occupational Therapist	
Concierge Wellness			9555 SW 175 Terrace Suite 233
Eve's Hope Corp		Clinic/Medical Center/Dialysis	9000 SW 152 St Suite 105
Natural Touch Lawn Maintenance LLC		Business Services	18101 SW 98 CT
DRE Holdings LLC	Hole in the Wall Pub	Eating Establishment	14421 South Dixie Hwy
Hole in the Wall Tavern LLC		Eating Establishment	9821 SW 184 Street
New Eureka Shoe Repair		Business Services	9833 SW 184 ST
OCCIDENTAL LIFE INS COMP OF NORTH CAROLINA		Insurance Company	425 AUSTIN AVE
Old Republic Surety Company		Insurance Company	P.O.BOX 1635
EAGLE LIFE INSURANCE COMPANY		Insurance Company	6000 Westonwn PKWL
McKean Randolph A		Administrative Office	14707 S Dixie Highway Ste 212
AMERICAN EQUITY INVESTMENT		Insurance Company	6000 Westonwn PKWL
UNUM LIFE INSURANCE COMPANY OF AMERICA		Insurance Company	1 Fountain Square - 1 South
PROVIDENT LIFE AND ACCIDENT INS COMPANY		Insurance Company	1 Fountain Square - 1 South
STAMOUNT LIFE INSURANCE COMPANY		Insurance Company	1 Fountain Square - 2 North
AMPY Enterprises, Inc.	McDonald's	Eating Establishment	14401 South Dixie Highway
COLONIAL LIFE & ACCIDENT INS COMPANY		Insurance Company	1 Fountain Square - 1 Sout
MASSACHUTTES MUTUAL LIFE INSURANCE CO		Insurance Company	1295 STATE ST CORP TAX E410
Royal Coast Apartments		Apartments	9001 SW 156 ST
Royal Coast Apartments		Management Services	9001 SW 156 ST
C.M. LIFE INSURANCE COMPANY		Insurance Company	1295 STATE ST CORP TAX B235
SOFLO SMOKE SHOP LLC		Retail Store	17035 S DIXIE HWY
MAPFRE INSURANCE CO OF FLORIDA		Insurance Company	211 MAIN ST
LIBERTY INSURANCE CORPORATION		Insurance Company	175 Berkeley Street
Liberty Mutual Fire Insurance Company		Insurance Company	175 Berkeley Street
The Rising Start Foundation, Inc		Educational Institutions	9250 SW 158 Lane
TRUIST BANK		Bank Trust Company	15725 S Dixie Highway
Early Intervention Behavioral Services Corp		Physical/Occupational Therapy Center	9240 SW 158 LN
Early Intervention Behavioral Services Corp		Educational Institutions	9240 SW 158 LN
UNUM INSURANCE COMPANY		Insurance Company	1 Fountain Square - 1 South

LIBERTY MUTUAL INSURANCE COMPANY	Insurance Company	175 Berkeley Street
LIBERTY MUTUAL PERSONAL INSURANCE COMPANY	Insurance Company	175 Berkeley Street
LM GENERAL INSURANCE COMPANY	Insurance Company	175 Berkeley Street
LM INSURANCE CORPORATION	Insurance Company	175 Berkeley Street
THE FIRST LIBERTY INSURANCE CORPORATION	Insurance Company	175 Berkeley Street
Milky Ways Inc	Eating Establishment	17013 S Dixie Hwy
ANDRE STONE Stone & Associates Law Firm, PA	Attorney	18001 Old Cutler Road, Suite 457
Andrew D. Stone	Attorney	18001 Old Cutler Road, Suite 457
EMC NATIONAL LIFE COMPANY	Insurance Company	699 Walnut St, Suite 1100
Reniassance Life & Health Insurance Company of America	Insurance Company	225 S. East Street, Suite 360
Contractors Bonding and Insurance Company	Insurance Company	9025 N Lin Drive
MALOUF INTERNATIONAL REALTY, INC.	Real Estate Firm	13865 S. Dixie Highway, Suite 300
City National Bank of Florida	Bank Trust Company	16475 S Dixie HWY
Jules Minkes DR. Palmetto Bay Medical Center	Physician	9765 SW 184 ST
A Quality Learning World LLC Little Wonders Learning Academy & Preschool	Educational Institutions	9360-70 SW 164 ST
Inside Out Kids Therapy LLC	Physical/Occupational Therapist	14707 South Dixie Highway unit 313
MARK S PEPIN DR. Coral Reef Chiropractic Center, PA	Chiropractor	9044 SW 152 ST
Safeguard Properties LLC	Retail Store	17171 S Dixie Hwy
Michelle Smithley MAIN STREET CHILDREN'S DENSTISTRY OF PALMETTO BAY	Dentist	8805 SW 144 St
Main Street Children's Dentistry and Orthodontics of Palmetto Bay, P.A	Clinic/Medical Center/Dialysis	8805 SW 144 St
Vet On Time LLC	Veterinarian	17027 South Dixie Hwy
Vet On Time LLC	Animal Services	17027 South Dixie Hwy
HAIR BY CAMI INC	Beauty Services	15053 S Dixie Hwy
Coral Reef Chiropractic Center PA	Clinic/Medical Center/Dialysis	9044 SW 152 ST
Sunrise School of Miami (NON-PROFIT)	Educational Institutions	14920 SW 67 AVE
Prudential Insurance Agency	Insurance Company	9245 SW 157 St, Suite 202

Dowd Builders Inc.	Specialty Building Contractor	7925 SW 154 Terrace
Safeguard Properties LLC	Self-Storage	17171 S Dixie Hwy
Glow by Yanet, LLC	Beauty Services	14857 S Dixie Highway
MW Contractors Inc	Specialty Building Contractor	14720 SW 80 AVE
Behavior Therapy Services of Florida Inc.	Administrative Office	15715 S Dixie HWY Suite 412
USA Wireless Inc.	Administrative Office	8925 SW 148 ST, STE 110
Figurella Palm llc	Weight Control Center	13833 South Dixie HWY
Sugaring By Sierra	Beauty Services	13615 S Dixie Hwy #301
EliteDent PB	Clinic/Medical Center/Dialysis	16935 S Dixie Highway Ste 1.
Jacqueline Correa D.M.D. EliteDent PB	Dentist	16935 S. Dixie Highway Ste 1
Mattress Firm Inc.	Retail Store	14101 S Dixie Highway
ASIAN BEST MARKET INC	Retail Store	17047 S DIXIE HWY
PURE THERAPY ONE LLC	Business Services	8950 SW 152 St, Unit R
Andrew B. Sapiro, P.A.	Attorney	8925 SW 148 street, Suite 200
Publix Super Markets, Inc.	Retail Store	14601 SOUTH DIXIE HIGHWAY
ENVIROWASTE SERVICES GROUP, INC.	Specialty Building Contractor	18001 OLD CUTLER ROAD, SUITE 643
HANANIA MIAMI, LLP MIAMI ACURA	Auto/Truck/Van Sales	16601 S DIXIE HWY
HANANIA MIAMI, LLP MIAMI ACURA	Administrative Office	16601 S DIXIE HWY
Old Navy LLC	Retail Store	13605 S DIXIE HWY 108
HANANIA MIAMI, LLP MIAMI ACURA	Service and Repairs (Non-Contractor)	16601 S DIXIE HWY
GEORGE LUIS HERRERA DR. Balance HRT & Wellness LLC	Physician	14115 S Dixie Hwy Suite H (PMB12)
BALANCE HRT & WELLNESS LLC	Clinic/Medical Center/Dialysis	14115 S DIXIE HIGHWAY Suite H (PMB12)
Marisol Ojeda PN Balance HRT & Wellness LLC	Personal Services	14115 S DIXIE HWY SUITE H (PMB12)
World of smoke & vape - palmetto bay	Retail Store	13981 S Dixie Hwy
DeBeche Family Chiropractic CESAR HOED DE BECHE D.C., P.A.	Clinic/Medical Center/Dialysis	9040 SW 152 Street
DeBeche Family Chiropractic	Chiropractor	9040 SW 152nd Street
L&D	Administrative Office	8762 SW 161 ST
KIDS CUTS BY VILMA	Beauty Services	13615 S Dixie Hwy 112-200
Marina Delima Barrios	Beauty Services	13615 S Dixie HWY Unit 110
HIT Consulting Corp	Consultant/Copy/DUP/Reproduction Service	8485 SW 168 Terrace

The Aesthetic Cure	Beauty Services	14411 S Dixie Hwy, Ste 220
Coral International Realty	Real Estate Branch Office	15715 S. Dixie Highway, Suite 206,
SONTAG MICHAEL W PE	Professional Engineer	15912 SW 92 AVE
MS TWO CORP	Management Services	15912 SW 92 AVE
CENTRADE INTERNATIONAL CORP	Personal Services	14400 SW 73 AVE
El Tamalazo III	Eating Establishment	17579 S Dixie Hwy
Martial Arts Center for Students with Special Needs, Inc.	Educational Institutions	14417 SOUTH DIXIE HIGHWAY
District Health Centers LLC	Clinic/Medical Center/Dialysis	17591 S Dixie Hwy
OSCAR NARANJO DMD Center Of Dentistry and Oral Health	Dentist	9000 SW152nd St, Suite 208
G Brow Design	Beauty Services	13861 south dixie hwy
Brunetti Cremations LLC	Administrative Office	9780 E Indigo St # 303-304
Bright Adventures Academy, LLC	Educational Institutions	17925 SW 97 Avenue
Suchman Real Estate	Real Estate Branch Office	14411 S Dixie Highway, Suite 214
Luis Rene Rodriguez Archcube Architectural Design LLC	Architect	16350 SW 77 Ct
Marcy Wasman PhD	Psychologist	14220 SW 78 CT
Beyondtheshearsllc	Beauty Services	13615 south Dixie highway suite 116
Golden Age Adult Day Care Corp	Adult Day Care	8950 SW 152 ST Suite #101
POLISHED UP LLC	Beauty Services	13615 S Dixie Hwy #112 suite 114
Solutions Haircut Inc.	Beauty Services	17039 S Dixie Highway
305 cafe & juice llc	Eating Establishment	17305 S Dixie HWY
Suchman Retail Group	Management Services	14411 S. Dixie Highway, Suite 214
All Staffing LLC	Administrative Office	14869-71 South Dixie HWY
Pamela Joy Ewing Family Day Care Home	Child Day Care Facility	8885 SW 178 Terrace
MARLIN MOORE POST NO. 133, INC AMERICAN LEGION	Business Services	16401 SW 90 AVE
LOYAL ORDER OF MOOSE 380 INC.	Business Services	9854 East Evergreen Street
Westminster Christian Private School Inc	Educational Institutions	6855 SW 152 ST
Palmetto Bay Centre Inc	Management Services	15715 South Dixie Hwy, Suite 203
Palmetto Bay Medical Center	Clinic/Medical Center/Dialysis	9765 SW 184 ST
ARIBAR LLC PERUVIAN CEVICHES + BAR	Eating Establishment	14501 S Dixie Hwy
Pitman Photo Inc	Film/Photo Process/Develop	14321 S Dixie Hwy

Miami Creamery dba Dairy Queen 18246	Ice Cream Vendor	14271 S Dixie Hwy
Miami Lash Studio, LLC	Beauty Services	14411 S Dixie Hwy, Suite 220
Georges Saliba Face to Face Mental Health Services	Physician	15924 SW 92 AVE
Matthew Westrch DC, PA MNJ Chiropractic Clinic	Clinic/Medical Center/Dialysis	9710 East Indigo St. Suite 301
Winhold Montessori School, Inc	Educational Institutions	17555 S DIXIE HWY
Lincoln-Marti Community Agency, Inc.	Child Day Care Facility	9401 SW 168 St
Lincoln-Marti Community Agency, Inc.	Child Day Care Facility	9810 Wayne Ave
FIDELITY LIFE ASSOCIATION	Insurance Company	1350 E TOUHY AVE SUITE 205-W
WASHINGTON NATIONAL INSURANCE COMPANY	Insurance Company	11825 N. Pennsylvania St.
ROOT INSURANCE COMPANY	Insurance Company	80 E Rich St , suite 500
PROTECTIVE LIFE INSURANCE COMPANY	Insurance Company	P O BOX 2723
BANKERS LIFE & CASUALTY COMPANY	Insurance Company	11825 N. Pennsylvania St.
ACCORDIA LIFE AND ANNUITY COMPANY	Insurance Company	215 10TH ST. SUITE 1100
NORTH AMERICAN COMPANY FOR LIFE & HEALTH	Insurance Company	One Sammons Plaza
MIDLAND NATIONAL LIFE INS COMPANY	Insurance Company	One Sammons Plaza
Ondonaga services llc	Passenger Transportation Services	9555 sw 175 ter Suite 106
Forethought Life Insurance Company	Insurance Company	10 W. Market St. Suite 2300
United State Liability Insurance Company	Insurance Company	1190 Devon Park Drive
SPINNAKER INSURANCE COMPANY	Insurance Company	1 Pluckemin Way, Suite 102
EQUITRUST LIFE INS CO	Insurance Company	222 West Adams Street, Suite 2150
SECURITY NATIONAL INSURANCE COMPANY	Insurance Company	P.O. BOX 2450
FOREMOST INSURANCE COMPANY	Insurance Company	P.O. BOX 2450
FOREMOST PROPERTY AND CASUALTY INS CO	Insurance Company	P.O. BOX 2450
LUMINO LIFE INSURANCE COMPANY	Insurance Company	777 Research Drive, Suite 104
Media Relations Group, LLC	Business Services	14707 South Dixie Hwy, Suite 404
MAXWELL BROS, LLC	Eating Establishment	17395 S Dixie Highway

Habana1968 luxury barbershop Corp	Barber Shop/Chair	14989 S Dixie hwy
Cry Baby Creamery	Ice Cream Vendor	17389 S Dixie Highway
Affordable Acupuncture Clinic	Clinic/Medical Center/Dialysis	17045 South Dixie Highway
Loren Browne DR. Affordable Acupuncture Clinic	Acupuncture	17045 South Dixie Highway
Miami Vice Barbershop	Barber Shop/Chair	15323 S Dixie Hwy
Robots Drinking Tea LLC	Business Services	9134 Southwest 181 Terrace
SA Consultants, LLC	Administrative Office	7625 SW 160 Ter
LITTLE STEPS II.INC	Child Day Care Facility	17051 S DIXIE HWY
X Booting LLC	Administrative Office	9555 SW 175 Ter, STE 103
Angel Medical Care LLC	Clinic/Medical Center/Dialysis	9710 E Indigo St Ste 303
Rigoberto Franco MD	Physician	9710 E Indigo St Ste 303
Palmetto Bay Preschool	Educational Institutions	9771 East Indigo ST
SUSHI MAKI PALMETTO BAY CORP	Eating Establishment	14491 S Dixie Hwy
Alexander School	Educational Institutions	14850 SW 67 AVE
Shalisa of Miami Events INC	Business Services	9122 SW 182 ST
Alexander School, Inc	Child Day Care Facility	17800 OLD CUTLER RD
Alexander Toddler & Preschool, Inc	Educational Institutions	14400 OLD CUTLER RD
Alexander School's Infant & Toddler Program	Educational Institutions	17700 OLD CUTLER RD
OLD CUTLER PRESBYTERIAN CHURCH (NON-PROFIT)	Educational Institutions	14401 OLD CUTLER RD
Proline Mobile Services INC	Barber Shop/Chair	14227 S Dixie Hwy, Suite B
BLOW DRY GIRLS BY ADA LLC	Beauty Services	13615 S Dixie Hwy, Suite 119
Dr. Jaime I. Flores	Physician	14707 S Dixie Hwy, PH403
Lyf Aesthetics	Clinic/Medical Center/Dialysis	14707 S Dixie Hwy, PH403
GSD Imports, LLC Audi Miami South	Auto/Truck/Van Sales	17405 S Dixie Hwy
GSD Imports, LLC Audi Miami South	Business Services	17405 S Dixie Hwy
ASSURITY LIFE INS CO	Insurance Company	2000 Q Street
Madison Narional Life Ins	Insurance Company	1 Horace Mann PLZ
GOVERNMENT PERSONNEL MUTUAL LIFE INS CO	Insurance Company	2211 NE Loop 410
Assurance America Insurance Company	Insurance Company	5500 INTERSTATE NORTH PARKWAY SUITE 600
The chesapeake life Insurance Company	Miscellaneous	7440 Woodland Drive

Tier One Insurance Company	Miscellaneous	1932 Wynnton RD
UNIFIED LIFE INS CO	Miscellaneous	7201 W 129 ST SUITE 300
WEST COAST LIFE INSURANCE COMPANY	Miscellaneous	P O BOX 2723
AMERICO FINANCIAL LIFE & ANNUITY INS COMPANY	Miscellaneous	P. O. BOX 410288
ALL SAVERS INSURANCE COMPANY	Miscellaneous	7440 Woodland Drive
UNITEDHEALTHCARE LIFE INSURANCE COMPANY	Miscellaneous	P O BOX 1459
Sierra Health and Life Insurance Company Inc	Miscellaneous	3100 AMS Boulevard
DELAWARE LIFE INS CO	Miscellaneous	10555 GROUP 1001 WAY
MID-WEST NATIONAL LIFE INSURANCE COMPANY	Miscellaneous	7440 Woodland Drive
Farmers Insurance Exchange	Miscellaneous	6301 Owensmouth Ave
Heartland National Life Insurance Company	Miscellaneous	4200 little blue parkway suite 400
AMERICAN FAMILY LIFE ASSURANCE CO OF COLUMBUS	Miscellaneous	1932 Wynnton RD
Holistic Wellness Home Health Care	Administrative Office	8925 SW 148 St Suite 108
The Sand and Gravel Shop	Business Services	17911 S Dixie Hwy
Luxury Lifestyle Management, Inc.	Accountant	15321 S Dixie Hwy, Suite 210
Kings Bay Travel Service Inc.	Tour/Travel Agency	15305 SW 74 CT
Nicklaus Children's Pediatric Specialists at Coral Reef	Clinic/Medical Center/Dialysis	8950 SW 152 ST SUITE A-115
Astur Home Care LLC	Home Medical Care Provider	18001 Old Cutler Road, Suite 655
Indigo Palmetto Bay	Apartments	9500 SW 174 Street
Ombright Wellness Acupuncture Holistic Center MNJ Chiropractic Clinic	Acupuncture	9710 east indigo st
New Sunrise Behavior Therapy Corp	Administrative Office	9555 SW 175 Ter Suite 214
7- ELEVEN STORE # 34984	Retail Store	15199 S DIXIE HWY
7- ELEVEN STORE # 34984	Take Out Food/Snack Bar	15199 S DIXIE HWY
7-Eleven Inc	Dealer in Petroleum Products	15199 S DIXIE HWY
Shondorfhaus Specialties LLC Babe's Meat & Counter	Eating Establishment	9216 SW 156 Street
J S LEW INC Merle Norman cosmetics	Beauty Services	13617 S Dixie Hwy, Suite 124
Styled by Jenn Inc	Beauty Services	15053 South Dixie HWY

Security Task Force, LLC.	Guard Patrol Agency	18001 Old Cutler Rd Suite 552
AVIKTOR CORPORATION	Specialty Building Contractor	17650 SW 87 AVE
Palmetto Medical Institute	Educational Institutions	9245 SW 157th Street, Suite 209
Perrine Cutler Press Inc.	Printing/Lithograph	990 Perrine Ave
LTY Designs, Inc.	Beauty Services	13617 S Dixie Hwy, Suite 124
HOME STEEL PATIO LLC	Retail Store	960 Perrine Avenue
VISIONWORKS, INC	Retail Store	13601 S Dixie Hwy
Ana M Buzzi VISIONWORKS, INC	Optometrist	13601 S Dixie Hwy
Scarlettâ€™s Center Stage	Business Services	14115 S Dixie Hwy, Suite D&E
Palmetto Bay Academy Education LLC	Administrative Office	16637 S Dixie Hwy
Golden Rule Seafood	Eating Establishment	17505 South Dixie Highway
Golden Rule Seafood	Retail Store	17505 South Dixie Highway
EASTMAN PARTNERS LLC	Real Estate Branch Office	14707 SOUTH DIXIE HIGHWAY Suite 312
ACE AMERICAN INSURANCE COMPANY	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
ACE FIRE UNDERWRITTERS INS CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
BANKERS STANDARD INS CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
CHUBB INDEMNITY INS CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
FEDERAL INSURANCE CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
GREAT NORTHERN INSURANCE CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
PACIFIC EMPLOYERS INS CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
PACIFIC INDEMNITY CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
VIGILANT INSURANCE CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
WESTCHESTER FIRE INSURANCE CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
ESTRELLA INSURANCE	Insurance Company	16635 S Dixie Hwy
Steve Myers Insurance Agency, Inc. State Farm	Insurance Company	9004 SW 152 Street
ALL ABOUT INSURANCE INC MULLIGAN MOTOR INC	Insurance Company	17891 S DIXIE HWY SUITE 105
Gowin Insurance Agency, Inc.	Insurance Company	8700 SW 159 Street
Legacy III Insurance Agency dba GreatFlorida Insurance-Palmetto Bay	Insurance Company	9811 WAYNE AVE
AR 1 INSURANCE LLC UNIVISTA INSURANCE	Insurance Company	9829 SW 184 ST
Bupa Insurance Company	Insurance Company	18001 Old Cutler Rd, Suite 500
ACE PROPERTY AND CASUALTY INS CO	Miscellaneous	436 WALNUT ST, PO BOX 1000 WB12A
Matthew Westrch DC, PA	Chiropractor	9710 East Indigo St. Suite 301

Regis House, Inc.	Mental Medical Counselor	9245 SW 157 St Suite 203
De Sol Property Management, Inc	Management Services	18001 Old Cutler Rd Suite 552
Little Planet Behavioral Services	Administrative Office	14707 S Dixie HWY STE 303
synergy consulting services, inc	Billing/Bookkeeping Service	18151 SW 98 CT
Tactile Construction LLC	Specialty Building Contractor	7605 Sw 161 terrace
Weight and Wellness of South Florida	Weight Control Center	14115 South Dixie Highway, Suite I
Kuts 4 Kids Inc	Beauty Shop/Chair	9841 SW 184 Street
My Tobacconist Inc. My Tobacconist Smoke Shop	Retail Store	9869 E. Fern Street
TCG FOOD SUPPLY LLC	Business Services	17225 S DIXIE HWY 104
Banner Tire South	Business Services	17645 S Dixie Hwy
Giancarlo's Miami INC GC Miami Barbershop	Barber Shop/Chair	9835 SW 184th St
ANTIQUE MALL Y'ALL OF PERRINE INC.	Antique/Art Dealer/Studio	9845 E. FERN ST.
ML Opovo inc PALMETTO BAY DRY CLEANERS	Cleaner/Laundry/Alterations	17375 S DIXIE HWY
Doly Baquero D.V.M The falls Animal Clinic	Veterinarian	15301 S Dixie Hwy
DMinel Partners LLC	Consultant/Copy/DUP/Reproduction Service	8925 SW 148 ST Suite #210 #2
COMPREHENSIVE PERSONAL CARE SERVICES, INC.	Administrative Office	8925 SW 148 STREET SUITE 100
8th Gate Tattoo LLC	Business Services	14115 S Dixie HWY
SCHAPIRO JOEL MD	Physician	18057 S DIXIE HWY
JMR CONSTRUCTION SERVICES	Administrative Office	14707 S. DIXIE HWY, #317
DOLLAR TREE STORES, INC.	Retail Store	15043 S DIXIE HWY
Yoliâ€™s Bowtique Inc.	Business Services	13845 S Dixie Hwy
JBW Realty Group Inc	Real Estate Branch Office	17303 SW 87 AVE
MAR DEL SUR TRADING CORP	Management Services	17045 SW 81 CT
Lianne M Pino OD PA Exceptional Vision	Optometrist	9000 SW 152 St SUITE 204-205-206
HAIR BY NORMA AT PALMETTO BAY, INC.	Beauty Services	17992 SW 97 Ave
Flores Construction Group	Specialty Building Contractor	7705 SW 141 Street
Frankie's Pizza	Food Products mfg./Process	7895 SW 152 ST
Gorman Painting Inc	Administrative Office	7920 SW 165 street

The Billbrough Firm, P.A.	Attorney	7321 SW 146 Terrace
Terrecon Design & Construction Inc.	Specialty Building Contractor	7515 S.W. 168 Street
Michael D. Feldman, D.O.	Physician	8750 SW 144 Street, Suite 203
Goodwill Industries of South Florida, Inc.	Retail Store	17631 S Dixie Hwy
Revived Barbershop	Barber Shop/Chair	18079 s Dixie Highway
D' ALEMBERTE SOL INC PHOENIX SPORTS	Personal Services	7895 SW 152 ST
Eva's Hair Salon LLC	Beauty Services	17019 S Dixie Hwy
PEDIATRIC DENTAL CENTER OF PALMETTO BAY	Clinic/Medical Center/Dialysis	Pediatric Dental Centers Of Palmetto Bay
Ramsca Inc	Retail Store	14317 SOUTH DIXIE HWY
OUTDOOR PATIO EMPORIUM CORP	Retail Store	13801 S Dixie Hwy
Aquariumart, Inc	Retail Store	9843 SW 184 STREET
PAUL M. COWAN P.A Paul M. Cowan & Associates, P.A.	Attorney	8925 SW 148 Street, Suite 100
Progressive Casualty Ins Company	Administrative Office	17901 Old Cutler Rd - Suite 300
Juan Quintero DMD	Dentist	17996 SW 97 AVE
Franjo Road Station Inc 87	Eating Establishment	18001 SW 97 AVE
Franjo Road Station Inc 87	Retail Store	18001 SW 97 AVE
Franjo Road Station Inc 87	Take Out Food/Snack Bar	18001 SW 97 AVE
Franjo Road Station Inc	Dealer in Petroleum Products	18001 SW 97 AVE
T-MOBILE SOUTH LLC D/B/A T-MOB	Retail Store	15801 S DIXIE HWY SUITE E
HONGLI REN ORIENTAL HEAVEN MASSAGE	Massage Therapist	9865 SW 184 ST
SUBKING LLC	Eating Establishment	17945 SW 97 Ave
Efficient Construction Enterprise Inc	Specialty Engineering Contractor	6741 SW 140 ST
Automated Accounting for Small Business, Inc	Accountant	15715 S Dixie Hwy Ste 231
WALKER BUILDING SERVICES INC	Specialty Building Contractor	9000 SW 152 ST Suites 104-106
Silhouette Modeling Agency ,LLc	Educational Institutions	13821 S DIXIE HWY
Stonefish Inc	Specialty Building Contractor	14425 SW 84 CT
Elite Miami Realty, LLC	Real Estate Broker	7621 SW 149 Street
kriscolorshair	Beauty Services	13615 S Dixie Hwy Suite 202
PAUL M. COWAN & ASSOCIATES, P.A.	Attorney Branch Office	8925 SW 148th Street, Suite 100

OG Dance Studios, Inc Fred Astaire Dance Studios - Pinecrest	Educational Institutions	14109 S Dixie Hwy
Dorta G Contractors LLC	Specialty Building Contractor	8240 SW 164 TER
Designcube, LLC	Consultant/Copy/DUP/Reproduction Service	15805 SW 90 Avenue
JRL Contractors	Specialty Building Contractor	16017 SW 74 PL
American Bath Inc	Retail Store	14241 S Dixie Highway
GGA Investments LLC Caffe Portofino	Eating Establishment	13615 south Dixie hwy suite 117
CARLOS M MARTINEZ MD	Physician	9725 SW 184 ST
THE CUT STOP BARBERSHOP INC.	Barber Shop/Chair	9853 EAST FERN STREE
Malibu Pools USA, LLC	Retail Store	17690 S Dixie Hwy
Elemental Jiu- Jitsu and Fitness	Business Services	13855-57 S Dixie Hwy
Group4C, LLC	Administrative Office	7460 SW 158 TER
Florida Sleep Consultants Miami Mattress	Retail Store	14197 S Dixie Hwy
Kleidys Nails Salon LLC	Beauty Services	17225 S Dixie highway
Miami Sports Club Corp.	Instructor/Training/Tutor	7895 SW 152 ST
Round Tuit Inc	Specialty Building Contractor	13900 Old Cutler Rd
Palmetto Bay Yoga INC	Fitness Center - Membership	13847-67 SOUTH DIXIE HWY
Lucys Place Inc	Cleaner/Laundry/Alterations	13841 S Dixie HWY
168 BP, Inc	Retail Store	16815 S Dixie Hwy
LEROSE BEAUTY SALON	Beauty Services	15319 SOUTH DIXIE HWY
NC Homes	Administrative Office	7800 SW 180 St
Robert F Buksch Jr. DMD	Dentist	9000 SW 152 ST #101
Beauty By Michelle, LLC	Beauty Services	15715 South Dixie Hwy Suite 409
Exotiquarium Pet International	Retail Store	13615 S Dixie Hwy # 115,
Massage Blue Corp	Message Establishment	17033 S Dixie Hwy
Michael D Feldman D.O., P.A.	Clinic/Medical Center/Dialysis	8750 SW 144th Street Suite 203
ALL ACCOUNTING SERVICES LLC	Accountant	18085 S DIXIE HWY
GENERALCOVER LLC	Insurance Adjuster	14707 S Dixie Hwy suite 320
PROS MIAMI SOUTH LLC	Clinic/Medical Center/Dialysis	14437 SOUTH DIXIE HWY
Matisses Hair Loft LLC	Beauty Services	13615 South Dixie HWY Unit # 312
Arepas Macita Inc	Take Out Food/Snack Bar	9825 SW 184 ST

TD BANK NA	Banking Facility	14395 South Dixie Highway
White Orchid Spa	Beauty Services	13615 S. Dixie Highway, Suite 108
HDI GLOBAL INSURANCE COMPANY	Miscellaneous	161 N CLARK ST FLOOR 48
NATIONAL TEACHERS ASSOCIATES LIFE INSURANCE COMPANY	Miscellaneous	1 Horace Mann PLZ
jinfeng 888 inc Oriental Heaven Massage	Business Services	9865 sw 184 street
STONE, GLASS & CONNOLLY, LLP	Attorney Branch Office	18001 Old Cutler Road, Suite 457
Rhonda Rees Vivas Psy.D.	Psychologist	14707 South Dixie Highway, Suite 211
YANIERIS MATOS MEDINA		
VISIONWORKS, INC	Optometrist	13601 S Dixie Hwy
Acol Realty Inc.	Real Estate Broker	16940 SW 87 Ave
The Boulos Realty Company	Real Estate Branch Office	14411 South Dixie Hwy Suite 215
Hair by Kathy LLC	Beauty Services	15053 S Dixie HWY
Wz enterprises Mekong chinese	Eating Establishment	18073 S Dixie Hwy
RONLO ENTERPRISES, INC.	General Engineering Contractor	18001 Old Cutler Rd, Suite 405
JL Brown Development, Inc.	Administrative Office	13645 OLD CUTLER RD
Marcell Hetenyi CPA PA SCHECKNER & HETENYI, PL	CPA	18001 Old Cutler Road STE 421
Scheckner & Hetenyi, PL	Accountant	18001 Old Cutler Road STE 421
ENTERPRISE RENT-A-CAR	Business Services	16011 South Dixie Hwy
Mahoney Construction Inc	Specialty Building Contractor	16801 SW 84 Ave
Mugica Group Homes # 4	Assisted Living Facility	18341 SW 87 Ave
Hair Wizard	Beauty Services	17573 S Dixie Highway
THE CEVICHE AND GUACAMOLE HOUSE		
Coral Reef Farmers Market	Food/Beverage Sales	7895 SW 152 ST
The butcher shop inc	Eating Establishment	14235 S Dixie HWY
Catering shop inc	Business Services	14233 S Dixie HWY
Palmetto Bay Ballet Corp Ballet At The Park Dance Studio	Educational Institutions	17535 SW 95 Ave
MARK WEBER SOUND SPECIALIST, INC.	Administrative Office	15410 SW 78 COURT
S&R pressure cleaning	Specialty Building Contractor	15321 SW 79 AVE
Clarin Eye Care Center P.A.	Clinic/Medical Center/Dialysis	14429 S Dixie Hwy
CORAL REEF DENTAL CENTER	Clinic/Medical Center/Dialysis	14981 SOUTH DIXIE HWY
ROK GAMING LLC	Business Services	15305 S Dixie Hwy
PRAMS WATER SHIPPING Co INC	Administrative Office	13704 SW 83 CT

Kleber plumbing Co.	Specialty Plumbing Contractor	9740 Sw 181 terrace
BOLD ON 88TH	Apartments	8800 SW 141 ST
The Dreadnought Group, Inc.	Consultant/Copy/DUP/Reproduction Service	17220 SW 84 CT
jvsciascia inspections maintence &a/c inc.	Business Services	9200 SW 183 TER
Cris Kore Pilates, LLC	Fitness Center - Membership	9024 SW 152 street
Allied Plumbing & Drain Cleaning, Inc.	Specialty Plumbing Contractor	8720 SW 149 TER
PR AIRBOATS SERVICES INC	Administrative Office	18020 SW 94 CT
THE COOKIE BANDIT,INC	Administrative Office	16195 SW 117 AVE
Pesky Critters Inc	Administrative Office	7220 Sw 151 St
American Republic Antiques & Collectibles LLC	Antique/Art Dealer/Studio	9841 East Fern St.
Excell Electric Systems, LLC	Specialty Electrical Contractor	9245 SW 157th Street Suite 103
Beacon Financial Resource Group, Inc.	Mortgage Broker Business	14510 SW 77 Court
The Learning Tree of Arts Inc	Educational Institutions	13863 S Dixie Highway
ROBERT S STEINBERG PA DBA STEINBERG & ASSOCIATES	Attorney Branch Office	15715 S DIXIE HWY Suite 226
Stoned Goat Smoke and Vape Shop LLC	Retail Store	17891 S Dixie Hwy
GDZ Computer Services, Inc.	Computer/Data Processing Services	18001 Old Cutler Rd Suite 562
Signs R Us Advertising Balloon Inc.	Business Services	9220 SW 156 ST
Goodnature Construction LLC	Specialty Building Contractor	15740 SW 77 AVE
Maritzaâ€™s Hair Studio	Beauty Services	13615 S Dixie Hwy, STE 208
Concerned Citizens of Old Cutler INC 2005	Administrative Office	6940 SW 142 TER
Pastorella Enterprises INC	Administrative Office	6940 SW 142 TER
Yaimara luzardo	Beauty Services	15053 S Dixie HWY
Fernando J Duarte DMD, PA	Medical/Dental (Prepaid) Maintenance Organization	8977 SW 152 Street
AYESHA FINE DINING INC	Eating Establishment	14151 S Dixie Hwy
OPUSCARE OF FLORIDA	Clinic/Medical Center/Dialysis	9730 E FERN ST
Pet Love GroomSpa LLC	Animal Services	17984 SW 97 Ave

Black Diamond Capital Group LLC Planet Van Rentals	Administrative Office	14707 S Dixie Highway SUITE 108
SOR Schools III, LLC School of Rock Palmetto Bay	Educational Institutions	14765 S Dixie Highway
SBS Investments of Dade County	Specialty Building Contractor	9740 E EVERGREEN ST
Christina's Party Rentals Inc	Business Services	16501 SOUTH DIXIE HWY
DADELAND DODGE CHRYSLER JEEP	Administrative Office	15321 S Dixie Hwy.
Fingerprint Technologies, Inc.	Retail Store	13797 South Dixie Highway
MI RA JEWLERS	Attorney	15715 South Dixie Hwy. Suite 225
Kurt Klaus Attorney at Law	Business Services	16501 S Dixie Hwy
DADELAND DODGE CHRYSLER JEEP	Clinic/Medical Center/Dialysis	9725 SW 184 St
DESTINY RESEARCH CENTER	Beauty Services	15053 S Dixie Highway
Tracy Lynne Davis Alvarez	Animal Services	9851 SW 184 ST
Jan T Grooming	Retail Store	9851 SW 184 ST
Jan T Grooming	Clinic/Medical Center/Dialysis	18057 S DIXIE HWY
Dade Medical Associates inc	Accountant	8925 SW 148 St, Suite 212
SIMON DAVID F CPA THE SIMON-CRAIR GROUP CERTIFIED PUBLIC ACCOUNTANTS, PA	Food/Beverage Sales	7895 SW 152 ST
CHEF MARTINE LLC Coral Reef Farmers Market	Real Estate Branch Office	9861 SW 184 Street
Breder Management Corp	Food/Beverage Sales	7895 SW 152 ST
D's DIY AGE BURGERS Farmers Market at Coral Reef Park	Apparel/Accessory Manufacturer	7895 SW 152 ST
CREATED BY CARY LLC Coral Reef Farmers Market	Food/Beverage Sales	7895 SW 152 ST
305 BBQ TOGO/ LA COCINA DE JO (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
FRIENDS PRODUCTS LLC (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
VIVI SWEETS LLC (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
PARASIDE FRMS ORGANIC CORP (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
SALSA Y SABOR (Coral Reef Farmer's Market)A INC	Apparel/Accessory Manufacturer	7895 SW 152 ST
CANDEELAND (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
Whatchewsay? Inc. (Coral Reef Farmer's Market)	Retail Store	13619 S. Dixie Hwy #129
ABP Aventura Inc Relax The Back		

Charcuterie Bree (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
PATTY DOES CROCHET (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
LAS VIOLETAS (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
MARITZA GOMEZ BAKE GOODS (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
UNIQUE BOITIQUE DESIGN (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
LVG CREATIONS (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
SOUTHERN GREEN (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
DULCES! BY AIDA (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
NATURES KARMA BAZAAR (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
TROPICAL WAFFLE (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
ARBOLITOS CO (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
AYA DELIGHTS (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
ZARED ZARZA BRAND (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
CECCI STONES (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
VALROCKS TIE DYE (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
PROVIDA HEALTH (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
MARGGIES SHOT (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
A1 Superior Cleaning System Inc.	Retail Store	13831 S Dixie Hwy
DataRemote Inc	Consultant/Copy/DUP/Reproduction Service	18001 Old Cutler Rd, Ste 368
Hometown Organizing LLC	Administrative Office	7361 Southwest 165 Street
George Family Farm	Administrative Office	7840 SW 180 Ter
Scoba Investigations Inc	Private Investigative Agency	17720 SW 76 Avenue
DataRemote Inc	Business Services	18001 Old Cutler Rd, Ste 370
DataRemote Inc	Administrative Office	18001 Old Cutler Rd, Ste 600
Bright Behavioral Health Corp.	Business Services	18001 Old Cutler Road, Suite 550

Thornton Tayloe Perry	Dentist	8975 SW 152 ST
The Falls Animal Clinic LLC	Veterinary Clinic	15301 S Dixie Hwy
Isaacs Roofing & Insulation Corp	Administrative Office	17225 S Dixie Hwy Suite 200
Cervinos Insurance LLC dba Sebanda Insurance	Insurance Company	18001 Old Cutler Rd Suite 637
SC Colonial Palms LLC Sport Clips Haircuts	Barber Shop/Chair	13611 S Dixie Hwy Unit 108
Envirocrete, Inc.	Specialty Building Contractor	17225 S DIXIE HWY, Suite 200
VUELTA FLORALBA DDS PA CORAL REEF DENTAL CENTER	Dentist	14981 S Dixie HWY
Sunstate Bank	Banking Facility	14095 South Dixie Highway
Pitman Photo Inc	Retail Store	14321 S Dixie Hwy
Piedra Data Services, LLC	Business Services	18001 Old Cutler Road #407
Checkers Drive-In Restaurants, Inc	Take Out Food/Snack Bar	13625 South Dixie Hwy
Chic Nails Studio 117 LLC	Beauty Services	13615 S Dixie Hwy 112- 117
Contrada Realty LLC	Real Estate Firm	183995 sw 84 ct
Optical Crime Prevention INC	Security Systems Monitoring	9726 East Indigo Street, Suite 200
Andrea's Magic Touch LLC	Beauty Services	14115 S Dixie HWY suite J
Pink polish llc	Beauty Services	13805 S Dixie Hwy
Alaine's Osteria	Eating Establishment	7290 SW 168 ST
Ginard Studio, LLC	Architect	18001 Old Cutler Rd, Suite 649
CORAL REEF LAW OFFICES PA	Attorney Branch Office	7600 SW 136 ST
LIMBER LLC CLUB PILATES PALMETTO BAY	Fitness Center - Membership	15365 S Dixie HWY SUITE 3-4
RCR PLUMBING SERVICES, INC.	Specialty Plumbing Contractor	14707 S. DIXIE HIGHWAY SUITE 402D
Ad Designs Incorporated	Administrative Office	16735 SW 83 AVE
United lending Corporation	Administrative Office	14411 S Dixie Hwy Suite 209
c/o Stone & Associates Law Firm, PA	Attorney Branch Office	18001 Old Cutler Road, Suite 457
Richard David Guadagnolo, II	Attorney	18001 Old Cutler Road, Suite 457
ELDER LIFE MENTAL HEALTH INC	Clinic/Medical Center/Dialysis	18140 SW 97 AVE
Wider Realty LLC	Real Estate Firm	9710 E Indigo St Suite 201
Gaston de Zarraga Computer Services Inc.	Administrative Office	18001 Old Cutler Rd Ste 562
Hair Affair by Maria	Beauty Services	13615 S Dixie HWY #203
MILAâ€™S NAILS CORP	Beauty Services	13615 S DIXIE HWY Unit 100
17777 Old Cutler Road. LLC	Administrative Office	18001 Old Cutler Road Suite 403
Pinecrest Travel	Tour/Travel Agency	15321 S Dixie Highway
Galaxy Nails	Beauty Shop/Chair	14973 S Dixie Hwy

AJ's Jewelry	Retail Store	17501 South Dixie Highway
Mandel Law Group, P.A.	Attorney Branch Office	8925 SW 148 ST
Patterson & Sweeny, PL	Attorney Branch Office	18001 Old Cutler Road, Suite 635
ALL FLORIDA CLAIMS PROFESSIONALS INC	Administrative Office	15130 SW 89 AVENUE
Jennifer Martinez-Amores, DMD	Dentist	13617 South Dixie Highway
Amores Dental Care	Clinic/Medical Center/Dialysis	13617 South Dixie Highway Suite # 126
THE SIMON-CRAIR GROUP CERTIFIED PUBLIC ACCOUNTANTS, PA	Administrative Office	8925 SW 148 St, Suite 212
GMSTEK, LLC	Administrative Office	18001 Old Cutler Rd., Suite 472
Diaz & Cooper Advertising, Inc.	Advertising/Marketing/Public Relations	8190 SW 148 Drive
Empire interior wall corp	Administrative Office	13765 sw 80 ave
BG Building Group LLC	Specialty Building Contractor	8245 SW 177 TER
Sandra p hair stylist	Beauty Services	13615 S Dixie Hwy #112
KENDALL Y AUTOMOTIVE MANAGEMENT, LLC KENDALL HYUNDAI	Auto/Truck/Van Sales	15895 S DIXIE HIGHWAY
Lawns by AL	Lawn/Landscape/Tree Services	9122 SW 181 ST
Divine Paradise Spa	Beauty Services	15715 S Dixie HWY, Suite 220
Commercial Pay Vacuums Inc	Administrative Office	9831 EAST EVERGREEN STREET
Mar Trading Corp.	Administrative Office	16032 SW 74 PL
Rsmart Kona-Ice MIami South	Business Services	7895 SW 152 ST
Premier Landscape Group Inc	Lawn/Landscape/Tree Services	8320 SW 183 terr
Osdatec ,Inc.	General Building Contractor	15321 SOUTH DIXIE HIGHWAY
Francisco J. Espinosa,DMD,PA	Dentist	9000 Coral Reef Dr, Suite 201
Moving Toward Agape, Inc.	Mental Medical Counselor	15715 S Dixie Hwy Suite 403
Sandis Discount Store	Retail Store	13853 S Dixie Hwy
G&D PPEC LLC	Clinic/Medical Center/Dialysis	14201 S DIXIE HWY
A&S Good Behavior LLC	Business Services	15715 S Dixie HWY, Suite 330
ibeyond, Inc. ibeyond pilates	Fitness Center - Membership	13825 S DIXIE HWY
PERRINE BOOK AND VIDEO	Retail Store	18093 S DIXIE HWY
PLATINUMPRO ELITE CORP	Insurance Adjuster	14707 S DIXIE HWY # 209
Exceptional Vision	Clinic/Medical Center/Dialysis	9000 SW 152 ST SUITE 204-205-206

Miami Beach Medical Consultants LLC	Clinic/Medical Center/Dialysis	9855, 9861, 9863 E Fern St
R.V.O. ENTERPRISES CORPORTION Bud Stop Florist	Retail Store	16705 OLD CUTLER RD
dunamis pichi zuri LLC Padron Dry Cleaners	Business Services	9877 sw 184th st
DESIRE HEALTH CARE CORP	Administrative Office	15321 S Dixie Hwy Ste 305
Grove Bank & Trust	Bank Trust Company	14695 S DIXIE HWY
BrandsMart USA of South Dade LLC	Retail Store	16051 S DIXIE HWY
Purified Wellness Aesthetics	Clinic/Medical Center/Dialysis	14707 S dixie hwy # 204
Prestige Aba Therapy Corp	Business Services	9555 SW 175 Ter Unit 650
Jones Stephen MD Purified wellness aesthetics	Physician	14707 S Dixie hwy suite 204
Modern Medspa, LLC	Personal Services	13615 S Dixie Highway, Suite #308
Dr. Dwight Reynolds	Psychologist	15715 S. Dixie Hwy, #327
T-Mobile Financial LLC T-Mobile	Retail Store	15801 S Dixie Hwy, Ste E
T-Mobile Leasing LLC	Retail Store	15801 S Dixie Hwy, Ste E
ST. THOMAS UNIVERSITY, INC. (NON-PROFIT)	Administrative Office	9555 SW 175TH TERRACE, SUITES 216-218
Lifestream wellness (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Crumble Delight (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Cafe Vidita (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
PKELLEER ART (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Nuni's Baked Goods (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Denim Rag (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
BE 3D PRINT SHOP (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Emmys Catering (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
JEWELRY BY PAULOUA (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
Chef Norlan Catering (Coral Reef Farmer's Market)	Food/Beverage Sales	7895 SW 152 ST
Paul n. Contessa & Assoc LLC	Business Services	15321 South Dixie Highway #207
LEMON MOON DROP CHARMS (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST

MUD BOYS INC (Coral Reef Farmer's Market)	Business Services	7895 SW 152 ST
MAGIC CITY DRINKWARE (Coral Reef Farmer's Market)	Apparel/Accessory Manufacturer	7895 SW 152 ST
Tiffany Silverman c/o Stone & Associates Law Firm, PA	Attorney	18001 Old Cutler Road, Suite 457
Banyan Tree Service, Inc.	Lawn/Landscape/Tree Services	9303 SW 182 ST
South Dade Realty	Real Estate Branch Office	17917 SW 97 AVE
La Vida Sigue Adult Daycare	Adult Day Care	13813-15 S Dixie Hwy
BBT Home Care & Staffing, LLC Right at Home	Administrative Office	18001 Old Cutler Road, Suite 554
Studio 413 Salon & Spa	Beauty Services	15944 SW 92 AVE
MIAMI GOLD COINS INC	Retail Store	13789 S Dixie Hwy
NATIONWIDE MUTUAL INSURANCE COMPANY	Miscellaneous	1 NATIONWIDE BLVD, 1-99-FIN3
VEROS AIRCRAFT SALES AND RENTALS LLC SOFLO SMOKE SHOP	Retail Store	17035 S DIXIE HWY
Allied Building Inspection Services, Inc.	Administrative Office	18001 Old Cutler Road, Suite 560,
HEAVENLY CORN CREATIONS INC (CORAL REEF FARMERS MARKET)	Food/Beverage Sales	7895 SW 152 ST
VELVET PETALS FLORAL ART (CORAL REEF FARMERS MARKET)	Business Services	7895 SW 152 ST
DTT Coaching Services, LLC	Administrative Office	9745 SW 184 ST
DAMARYS CLEMENT DTT Coaching Services, LLC	Personal Services	9745 SW 184 ST
JULIO C CASTRO M.D DTT Coaching Services, LLC	Physician	9745 SW 184 ST
Shaddai Lebanese Grill, Inc. Los Bandoleros	Eating Establishment	14487 S Dixie Hwy
BRACC'S BREW (CORAL REEF FARMERS MARKET)	Food/Beverage Sales	7895 SW 152 ST
GOGO'S FLAN (CORAL REEF FARMERS MARKET)	Food/Beverage Sales	7895 SW 152 ST
DGQ CREATIONS (CORAL REEF FARMERS MARKET)	Apparel/Accessory Manufacturer	7895 SW 152 ST
POPINBOBA LLC (CORAL REEF FARMER MARKET)	Food/Beverage Sales	7895 SW 152 ST
Revenue Cycle Management Professionals, Inc	Administrative Office	15715 South Dixie HWY, Suite 312 and 313
Allstars Insurance Partners Estrella Insurance	Insurance Company	18071 S DIXIE HWY

VITALITY HEALTHCARE GROUP	Clinic/Medical Center/Dialysis	14873 S DIXIE HWY
CLAUDIA LOPEZ D.N.P VITALITY HEALTHCARE GROUP	Physician	14873 S DIXIE HWY
ALL FLORIDA YACHT SALES LLC	Yacht /Boat/Marine Broker	18211 SW 95 CT
BOX IQ FITNESS + KNOWLEDGE LLC	Fitness Center - Membership	15900 SW 92 AVE
168 BP, Inc	Dealer in Petroleum Products	16815 S DIXIE HWY
Starwood Wealth Management Group LLC	Business Services	18001 Old Cutler Rd Suite # 647
Oliver-Pyatt Centers LLC Clementine Palmetto Bay	Clinic/Medical Center/Dialysis	7201 SW 174 ST
Krispy Kreme Doughnut Corporation	Eating Establishment	16851 S Dixie Hwy
THE SPATZ LAW FIRM, PL	Attorney Branch Office	14707 S DIXIE HWY # 302-304
Palmetto Bay Early Childhood Center LLC KLA SCHOOL OF PALMETTO BAY	Child Day Care Facility	14875 S DIXIE HWY
Claudia M Halwani, DOM, Inc	Acupuncture	8925 SW 148 Street #210
GB Palmetto Bay DBA Gracie Barra Palmetto Bay	Instructor/Training/Tutor	17377 S Dixie Hwy
Space Coast Credit Union	Banking Facility	13793 S Dixie Hwy
My Massage Haven Happy Feet Miami Spa	Message Establishment	13817 S Dixie HWY
Walgreens #10470	Retail Pharmacy	16795 S DIXIE HWY
Walgreens #10470	Film/Photo Process/Develop	16795 S DIXIE HWY
KENDALL Y AUTOMOTIVE MANAGEMENT, LLC KENDALL HYUNDAI	Business Services	15895 S DIXIE HWY
Southeastern Conference Assoc of Seventh day Adventist, Inc Perrine Seventh-day Adventist School (Non-profit)	Educational Institutions	9750 E Datura Street
BlackWebInkMiami LLC	Business Services	18055 S DIXIE HWY UNIT A
Andrea Martinica Massage Haven	Massage Therapist	13817 S DIXIE HWY
ISLAND GRILL 184 INC	Take Out Food/Snack Bar	9845 SW 184 ST
KaiWell Health	Administrative Office	15321 South Dixie Highway, STE 203
Lizaida Enamorado, APRN KaiWell Health	Personal Services	15321 South Dixie Highway, STE 203
Cobalt Construction Solutions	Business Services	9000 SW 174 ST

HAIR DECISIONS, LLC	Beauty Services	17891 S Dixie Hwy Suite 103
DFMMJ Investments LLC AYR Cannabis Dispensary	Retail Store	8898 SW 144 Street
Ds DryAgeBurgers (Parks vendor)	Food/Beverage Sales	7895 SW 152 ST
Andrea Patricia Dager D.O GUIDEWELL SANITAS I, LLC	Physician	8950 SW 152 Street Suite # 104
	Medical/Dental (Prepaid) Maintenance Organization	
Deering Dental LLC		16709 Old Cutler Rd
966 Licenses		

Bay, FL, 33176

AGENDA ITEM NO. 14.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: September 17, 2025

SUBMITTED BY: Missy Arocha, Procurement

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, RELATED TO VILLAGE-WIDE TRAFFIC CALMING IMPROVEMENTS; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE DESIGN, PERMITTING, AND BIDDING SUPPORT FOR LANE ADDITIONS GENERALLY LOCATED AT SW 87TH AVENUE AND SW 168TH STREET; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($99,920.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

SUGGESTED ACTION:

ATTACHMENTS:

Reso Memo - Malbrook Lane Addition.doc
Reso - Malbrook Lane Addition.docx
Malbrook Lane Addition KHA Proposal

To: Honorable Mayor and Village Council

Date: July 23, 2025

From: Nick Marano, Village Manager

Re: Malbrook Lane Addition

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO VILLAGE-WIDE TRAFFIC CALMING IMPROVEMENTS; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE DESIGN, PERMITTING, AND BIDDING SUPPORT FOR LANE ADDITIONS GENERALLY LOCATED AT SW 87TH AVENUE AND SW 168TH STREET; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($99,920.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village is committed to enhancing the safety and mobility of its residents by improving infrastructure for transportation. The Village recognizes the importance of providing safe and convenient facilities for residents, which contributes to the Village's overall transportation plan and sustainability goals. The Village has identified SW 87th Avenue and SW 168th Street as a priority location for the installation of additional lanes, to improve safety, connectivity, and access for residents in the area. The Village solicited a proposal for the design and permitting of the lane additions on SW 87th Avenue and SW 168th Street, from our Continuing Services Consultants, and after careful review, determined that Kimley-Horn & Associates, Inc., a professional engineering and planning firm, is best qualified to provide the required services. Kimley-Horn & Associates, Inc. has submitted a proposal for the design and permitting for the lane additions at a cost not to exceed Ninety-Nine Thousand Nine Hundred Twenty Dollars and Zero Cents ($99,920.00), which includes all necessary design, engineering, and permitting services. The Village Manager and Public Services Department have reviewed the proposal and recommended approval of the agreement with Kimley-Horn & Associates, Inc.

FISCAL IMPACT:

The 2024-2025 fiscal budget for Parks and Recreation Capital Budget $450,000.00

Attachments:

A. Malbrook Lane Addition – KHA Proposal

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO VILLAGE-WIDE TRAFFIC CALMING IMPROVEMENTS; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE DESIGN, PERMITTING, AND BIDDING SUPPORT FOR LANE ADDITIONS GENERALLY LOCATED AT SW 87TH AVENUE AND SW 168TH STREET; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS AND ZERO CENTS ($99,920.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village is committed to enhancing the safety and mobility of its residents by improving infrastructure for transportation; and

WHEREAS, the Village recognizes the importance of providing safe and convenient facilities for residents, which contributes to the Village's overall transportation plan and sustainability goals; and

WHEREAS, the Village has identified SW 87th Avenue and SW 168th Street as a priority location for the installation of additional lanes, to improve safety, connectivity, and access for residents in the area; and

WHEREAS, the Village solicited a proposal for the design and permitting of the lane additions on SW 87th Avenue and SW 168th Street, from our Continuing Services Consultants, and after careful review, determined that Kimley-Horn & Associates, Inc., a professional engineering and planning firm, is best qualified to provide the required services; and

WHEREAS, Kimley-Horn & Associates, Inc. has submitted a proposal for the design and permitting for the lane additions at a cost not to exceed Ninety-Nine Thousand Nine Hundred Twenty Dollars and Zero Cents ($99,920.00), which includes all necessary design, engineering, and permitting services; and

WHEREAS, the Village Manager and Public Services Department have reviewed the proposal and recommended approval of the agreement with Kimley-Horn & Associates, Inc. in the amount not to exceed Ninety-Nine Thousand Nine Hundred Twenty Dollars and Zero Cents ($99,920.00), to ensure the timely and cost-effective completion of the project.

NOW THEREFORE, BE IT RESOLVED 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. The Village Manager is authorized to negotiate and enter into an agreement with Kimley-Horn & Associates, Inc. and issue a purchase order in the amount not to exceed Ninety-Nine Thousand Nine Hundred Twenty Dollars and Zero Cents ($99,920.00) for the design and permitting of lane additions along SW 87th Avenue and SW 168th Street.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 8th day of September 2025.

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 Mark Merwitzer _____

Mayor Karyn Cunningham _____

EXHIBIT "A"

PROJECT AGREEMENT

Between

VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 25-01

Malbrook Neighborhood Lane Addition

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PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 25-01

Malbrook Neighborhood Lane Addition

Pursuant to the provisions contained in the "RFQ # 2021-11-08 for Professional Consulting Services" between the VILLAGE OF PALMETTO BAY, FLORIDA, 9705 East Hibiscus Street, Palmetto Bay, Florida 33157 (the "VILLAGE") and Kimley-Horn and Associates, Inc., ("CONSULTANT" or "ENGINEER") dated December 3, 2021, this project agreement authorizes the CONSULTANT to provide the services as set forth below:

The VILLAGE and CONSULTANT agree as follows:

SECTION 1. SCOPE OF SERVICES

1.1 The CONSULTANT shall provide engineering services to the VILLAGE for the project as described in the "Project Description" attached as Exhibit "1."

1.2 The "Scope of Services and Project Schedule" and tasks to be provided by the CONSULTANT for this project are those services and tasks as listed in Exhibit "2."

1.3 The VILLAGE may request changes that would increase, decrease, or otherwise modify the Scope of Services. The changes must be contained in a written change order executed by the parties in accordance with the provisions of the continuing services agreement, prior to any deviation from the terms of the project agreement, including the initiation of any extra work.

SECTION 2. DELIVERABLES

As part of the Scope of Services and Project Schedule, the CONSULTANT shall provide to the VILLAGE the following Deliverables:

See Scope of Services in Attachments Exhibit "2".

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SECTION 3. TERM/TIME OF PERFORMANCE/DAMAGE

3.1 **Term.** This project agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect until the project is completed, unless otherwise terminated pursuant to section 6 or other applicable provisions of this project agreement. The VILLAGE manager, in his sole discretion, may extend the term of this agreement through written notification to the CONSULTANT. The extension shall not exceed 30 days. No further extensions of this agreement shall be effective unless authorized by the VILLAGE council.

3.2 **Commencement.** The CONSULTANT's services under this project agreement and the time frames applicable to this project agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the VILLAGE. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the VILLAGE manager or his designee prior to the beginning the performance of services.

3.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the VILLAGE on the Commencement Date, and shall continuously perform services to the VILLAGE, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this agreement as Exhibit "2". The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the project or the date of actual completion of the project, whichever shall last occur, shall constitute the Contract Time.

3.4 **Liquidated Damages.** Unless otherwise excused by the village in writing, in the event that the consultant fails to meet to the contract time for completion of services as determined by the Project Schedule, the consultant shall pay to the village the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: $0 per day. The consultant may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the consultant shall be payable, not as a penalty, but as liquidated damages representing and estimate at or before the time of executing this agreement. When the village reasonably believes that completion will be inexcusably delayed, the village shall be entitled, but not required, to withhold from any amounts otherwise due the consultant an amount then believed by the village to be adequate to recover liquidated damages applicable to the delays. If and when the consultant overcomes the delay in achieving completion, or any part thereof, for which the village has withheld payment, the village shall promptly release to the consultant those funds withheld, but no longer applicable, as liquidated damages.

3.5 All limitations of time set forth in this agreement are of the essence.

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SECTION 4. AMOUNT, BASIS AND METHOD OF COMPENSATION

4.1 **Lump Sum Compensation.** VILLAGE agrees to pay CONSULTANT as compensation for performance of all services described in Exhibit "2" a Lump Sum amount of **$99,920.00.**

4.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the VILLAGE), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the VILLAGE.

SECTION 5. BILLING AND PAYMENTS TO THE CONSULTANT

5.1 **Invoices**

5.1.1 **Lump Sum Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number on a monthly basis in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished in accordance with the Payment Schedule set forth in Exhibit "3", to this project agreement. Invoices for each phase shall not exceed amounts allocated to each phase of the Project plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the VILLAGE. The VILLAGE shall pay CONSULTANT within 30 days of approval by the VILLAGE manager of any invoices submitted by CONSULTANT to the VILLAGE.

5.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the VILLAGE for payment to the CONSULTANT is disputed, or additional backup documentation is required, the VILLAGE shall notify the CONSULTANT within 15 working days of receipt of the invoice of the objection, modification or additional documentation request. The CONSULTANT shall provide the VILLAGE with additional backup documentation within five working days of the date of the VILLAGE's notice. The VILLAGE may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The VILLAGE, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

5.3 **Suspension of Payment.** In the event that the VILLAGE becomes credibly informed that any representations of the CONSULTANT, provided pursuant to subparagraph 5.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this project agreement, the VILLAGE may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy,

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or other breach of project agreement, and the cause thereof, is corrected to the VILLAGE's reasonable satisfaction.

5.4 **Retainage.** The VILLAGE Reserves the right to withhold retainage in the amount of 10 percent of any payment due to the consultant until the project is completed. Said retainage may be withheld at the sole discretion of the village manager and as security for the successful completion of the consultant's duties and responsibilities under the project agreement.

5.5 **Final Payment.** Submission of the CONSULTANT's invoice for final payment and reimbursement shall constitute the CONSULTANT's representation to the VILLAGE that, upon receipt from the VILLAGE of the amount invoiced, all obligations of the CONSULTANT to others, including its CONSULTANT's, incurred in connection with the project, shall be paid in full. The CONSULTANT shall deliver to the VILLAGE all documents requested by the VILLAGE evidencing payments to any and all subconsultant's, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the VILLAGE by the CONSULTANT.

SECTION 6. TERMINATION/SUSPENSION

6.1 **For Cause.** This project agreement may be terminated by either party upon five calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this project agreement or causes it to be terminated by the VILLAGE, the CONSULTANT shall indemnify the VILLAGE against any costs incurred in replacing CONSULTANT for this project agreement. In the event that the CONSULTANT is terminated by the VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that the termination was without cause, the termination shall thereupon be deemed a termination for convenience under section 6.2 of this project agreement and the provision of section 6.2 shall apply.

6.2 **For Convenience.** This project agreement may be terminated by the VILLAGE for convenience upon 14 days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the project and shall, to the extent possible, terminate any outstanding sub CONSULTANT obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the VILLAGE and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of paragraph 5.1 of this project agreement. Under no circumstances shall the VILLAGE make any payment to the CONSULTANT for services which have not been performed.

6.3 **Assignment upon Termination**. Upon termination of this project agreement, a copy of all of the CONSULTANT's work product shall become the property of the VILLAGE

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and the CONSULTANT shall, within 10 working days of receipt of written direction from the VILLAGE, transfer to either the VILLAGE or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this project agreement. Further, upon the VILLAGE's request, the CONSULTANT shall assign its rights, title and interest under any subconsultant's agreements to the VILLAGE.

6.4 **Suspension for Convenience**. The VILLAGE shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to 30 calendar days. If the suspension is directed by the VILLAGE, the CONSULTANT shall immediately comply with same. In the event the VILLAGE directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the VILLAGE shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for the suspension.

SECTION 7. INCORPORATION OF TERMS AND CONDTIONS OF CONTINUING SERVICE AGREEMENT

7.1 This project agreement incorporates the terms and conditions set forth in the continuing services agreement dated December 3, 2021 between the parties as though fully set forth herein. In the event that any terms or conditions of this project agreement conflict with the continuing services agreement, the provisions of this specific project agreement shall prevail and apply.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.]

DRAFT

ATTEST:

_____
VILLAGE Clerk

VILLAGE OF PALMETTO BAY

By:_____
Nick Marano, VILLAGE Manager

Date: _____

APPROVED AS TO FORM:

_____
VILLAGE Attorney

ATTEST:

Kimley-Horn and Associates, Inc.

By:_____
Stefano Viola, P.E.
Senior Vice President

Date: _____

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Exhibit "1"

Project Description and Assumptions

Project Description:

This proposal aims to assist the Village with the design and permitting of lane additions for an approximate 0.04-mile stretch of SW 87th Avenue and a 0.19-mile stretch of SW 168th Street, within the Village right-of-way as proposed in the 2019 Village Neighborhood Access Traffic Study by Marlin Engineering, Inc. (Alternative 2). The project includes the addition of a 180-foot northbound lane to SW 87th Avenue and a 1000-foot eastbound lane to SW 168th Street, along with necessary updates to the connecting roundabout to accommodate the new 12-foot traffic lanes.

Improvements will feature the construction of new asphalt pavement, milling and resurfacing of existing asphalt surfaces, updated pavement striping, sidewalk adjustments, new curbing, and new traffic signage as required. Additional enhancements will include new drainage infrastructure where needed, grading, and the installation of landscaping and irrigation systems. The project will also address tree displacement and replacement design due to the removal of existing trees for the new traffic lanes.

Professional services associated with the project include design, permitting, bid document development, bidding assistance, and limited construction phase services.

Assumptions:

1. Existing curbless drainage systems and site grading will require alterations to accommodate the new lanes. Alterations to grading and drainage will be made as necessary.
2. Several existing trees within the project area will need to be removed, and mitigation efforts will be implemented to address their removal.
3. Project review and permitting will be conducted through Miami-Dade Department of Environmental Resources Management (DERM) and Public Works.
4. A Class V permit from Miami-Dade is not anticipated for this project.
5. Surveying and geotechnical exploration of the project area will be conducted to support the design and construction of the new lanes and related improvements.
6. The Village's Neighborhood Access Traffic Study is considered sufficient for Miami-Dade County Public Work's review, and no additional traffic studies are required.
7. Drainage calculations will be required to support a no net increase in discharge for a 25-year, 6-hour storm event as per Miami-Dade County.
8. It is assumed that construction for this project will be completed within 12 months from construction start.
9. No public outreach assistance is to be provided by CONSULTANT.

Exhibit "2"

Scope of Services and Project Schedule

The professional services for this project will include the following:

Task 1 - Project Initiation and Schematic Design

As part of this task, the CONSULTANT shall obtain, review, and analyze survey and soil testing for the Project Area. Upon receipt of the survey and geotechnical information, the CONSULTANT shall visit the site listed in the Project Description (Exhibit "1") to collect data and note existing conditions. The survey and information collected during the site visits will be utilized to develop a schematic design plan. The schematic design plan will be represented to the VILLAGE on one (1) plan sheet identifying proposed drainage improvements and existing conditions. The schematic drainage design plan will be the basis for discussion with VILLAGE staff.

As part of this task, two (2) copies of the survey will be forwarded to each utility company known to operate in the vicinity of the Project Area. Each utility company will be requested to return one redlined survey, identifying the horizontal and vertical location of their facilities and any proposed improvements planned within the next two years to the VILLAGE. This information will be incorporated into the schematic design plan upon receipt from the utility companies.

The CONSULTANT will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by the VILLAGE or by others for whom the CONSULTANT is not legally responsible. The VILLAGE acknowledges that verifying the accuracy and completeness of such items is not part of the CONSULTANT's scope of services.

As part of this Task, the CONSULTANT shall attend one (1) meeting with VILLAGE staff. Task 1 will be completed within 8 weeks of authorization to proceed.

Task 1 Deliverables: One (1) Survey in PDF format, One (1) Geotechnical Report in PDF format, One (1) Schematic Plan Set in PDF format

Task 2 – Design Development Plans

Utilizing the survey and schematic design plan developed in Task 1 above, the CONSULTANT shall prepare preliminary 60% design plans and estimate of cost for the construction of roadway improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the Miami-Dade County Public Works Manual and Florida Department of Transportation (the "FDOT") Standard

Indexes where applicable.

CONSULTANT will also perform up to one (1) site visit to inventory existing trees (3" DBH and greater) and existing palms (4' CT and greater) within the project area. Upon completion of the site visit, CONSULTANT will prepare a Tree Disposition and Relocation Plan described below as per the Village of Palmetto Bay and Miami-Dade County's land development code.

The following plan sheets may be included in the Design Development Plans:

1. Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
2. General Notes
3. Demolition and Erosion Control Plan and Details
4. Paving, Grading, and Drainage Plan and Details– Containing the geometric, horizontal and vertical alignment for the proposed improvements within the project area.
5. Cross-Sections-Containing a maximum of three (3) typical cross sections for the proposed project design.
6. Typical Signing and Pavement Marking Plan and Details – Signing and pavement markings shall be detailed for use in the project.
7. Tree Disposition and Relocation Plan and Details-Containing existing tree locations keyed to a chart that describes species, height, diameter at breast height (DBH), canopy spread for trees and palms within the project limits. This plan will tabulate trees to remain, to be removed, and/or to be relocated. CONSULTANT will provide notes and details to support the trees' disposition, as well as code required mitigation calculations.
8. Irrigation Plans and Details-Containing adjustments to the Village's existing irrigation system to accommodate proposed landscaping as needed. It is assumed that a new irrigation pump, well, or service is not needed and that the proposed irrigation will be connected to the existing system.

Kimley-Horn will prepare a preliminary engineer's opinion of probable cost (OPC) based on the conceptual layout of the project.

As a part of this task CONSULTANT will prepare hydrologic and hydraulic calculations and summarize in a Drainage Report. The hydrologic and hydraulic analysis shall be completed for the Project Area based upon the geotechnical and survey information obtained in Task 1. During the analysis, the volume of stormwater runoff shall be calculated from the 25-year, 6-hour design storm for both the existing and proposed conditions for the project area. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the stormwater system.

Because the CONSULTANT does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of

construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The CONSULTANT cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

Task 2 will be completed within 6 weeks of receiving schematic design plan approval from VILLAGE staff.

Task 2 Deliverables: One (1) Design Development Plan Set in PDF format, Engineer's Opinion of Cost in PDF format, One (1) Drainage Report in PDF format

Task 3 – Permitting

3.1 Coordination and Meetings

The CONSULTANT shall attend one (1) coordination meeting each with representatives of the Miami-Dade County Traffic Engineering Division ("MDTED") during the course of the design and permitting process. The intent of the meetings will be to review the proposed design and permitting requirements.

CONSULTANT will also send plans prepared for Task 2 to Miami-Dade County Department of Regulatory & Economic Resources ("DRER") for a courtesy review. It is assumed that a permit from Water Control Section will not be required by DRER, however should one be required CONSULTANT will prepare permitting documents and update hydrologic calculations as an additional service to this scope.

3.2 Permit Documents

The CONSULTANT shall prepare and submit permit applications to MDTED. The packages will consist of the Design Development Plans prepared under Task 2. CONSULTANT will respond to up to three (3) rounds of reasonable comments from MDTED. The permit applications will be submitted within 6 weeks of receiving design development plan approval from VILLAGE staff.

The CONSULANT shall prepare and submit a permit application to DRER for tree removal. The package will consist of the Tree Disposition and Relocation Plans prepared under Task 2. CONSULTANT will respond to up to one (1) rounds of reasonable comments from DRER. The permit application will be submitted within 6 weeks of receiving design development plan approval from VILLAGE staff.

Once the plans are approved by MDTED and DRER, the CONSULTANT shall prepare and submit permit applications to Miami-Dade Plan Review Section (PRS) consisting of the Design

Development Plans prepared under Task 2 and any changes implemented during MDTED's and DRER's review. CONSULTANT will respond to up to two (2) rounds of reasonable comments from PRS. The permit application will be submitted within 2 weeks of receiving approval from MDTED.

The VILLAGE will pay all permit fees directly.

The CONSULTANT has no control over the actions of jurisdiction agencies and is not a party to agreements between the VILLAGE and others. Accordingly, professional opinions as to the status of permits and entitlements or the suitability for a specific purpose herein and professional opinions as to the probability and timeframe for approvals are made on the basis of professional experience and available data. The CONSULTANT does not guarantee that the outcome of permits and entitlements or suitability will not vary from its opinions. Because its opinions are based upon limited site investigation and scope of services, the CONSULTANT does not guarantee that all issues affecting the site have been investigated.

Task 4 - Final Construction Plans and Bidding Documents

4.1 Final Construction Plans and Bidding Documents

Upon receipt of comments from PRS and MDTED, the Design Development Plans will be progressed to Construction Plans incorporating the permitting agency comments. This task will be completed within 6 weeks of receiving MDTED permit approval. CONSULTANT will provide construction level plans as well as an updated cost estimate and bid form for VILLAGE to use for the purpose of bidding.

Task 4 Deliverables: One (1) Final Construction Plan Set, Engineer's Opinion of Probable Cost, Bid Form, Approved Permit Plans

Task 5 – Contractor Selection Assistance

5.1 Bidding Assistance

It is our understanding that the VILLAGE will use a competitive bidding process to hire a contractor to construct the improvements described in the final construction plans and contract documents. The CONSULTANT shall consult with and advise the VILLAGE and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the CONSULTANT shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

Task 6 – Limited Construction Phase Services

This task is to provide limited construction phase services by the CONSULTANT during construction of the project. There are four separate construction phase sub tasks as a part of this scope of work. The tasks are as follows:

1. Meetings
2. Shop Drawing Review
3. Contract Clarification
4. Project Close-out

The construction duration for the scope of work is 270 days.

6.1 Meetings

The CONSULTANT shall attend up to four (4) progress meetings (as scheduled by the VILLAGE) with the Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process.

6.2 Shop Drawing Review

The CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. The CONSULTANT shall perform these reviews in accordance with the standard of care of the professional at the time of service.

The CONSULTANT shall consult with and advise the VILLAGE as to the acceptability of substitute materials and equipment that are proposed by the prime contractor(s) hereinafter called "Contractor(s)".

6.3 Contract Clarifications

The CONSULTANT shall issue the VILLAGE's instructions to Contractor(s), as well as issue necessary interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

6.4 Project Close-out

The CONSULTANT shall review the Project to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his obligations there under, the CONSULTANT may recommend, in writing, final payment to each Contractor and may give written notice to the VILLAGE and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

The CONSULTANT will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible "As-Built" drawings will be provided to the VILLAGE.

The CONSULTANT shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the CONSULTANT's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **$99,920.00.**

Task	Description	Labor Fee
1	Project Initiation and Schematic Design	$40,135.00
2	Design Development Plans	$24,625.00
3	Permitting	$10,995.00
4	Final Construction Plans and Bidding Documents	$13,840.00
5	Contractor Selection Assistance	$2,480.00
6	Limited Construction Phase Services	$7,845.00
	LUMP SUM FEE	**$99,920.00**

Kimley»Horn

STAFFING PLAN - FEE SCHEDULE

DATE: 06/27/25

PROJECT: Malbrook Neighborhood Lane Addition
CLIENT: Village of Palmetto Bay
ESTIMATOR: Tiffany Stanton

DESCRIPTION:	Principal	Senior Project Manager	Project Manager	Senior Professional	Project Professional	Analyst	Senior Designer	Designer	Senior Construction Specialist	Construction Specialist	Clerical	Survey Sub	Geotechnical Sub	Line Total
Task 1 - Project Initiation and Schematic Design														
Survey												$11,250		$11,250.00
Geotechnical													$11,500	$11,500.00
Utility Locates			1		2	5								$1,170.00
Project and CAD Set up			2		2	15								$2,715.00
Prepare Schematic Plans			6	2	3	60								$10,150.00
QAQC Schematic Plans			5	2	3									$1,855.00
Meetings and Coordination			4	2	1	1								$1,495.00
Task 2 - Design Development Plans														
Prepare Design Development Plans			2		4	50								$7,740.00
Prepare Landscaping & Tree Disposition Plans			4			40								$6,180.00
Prepare OPC			2	1	1	15								$2,780.00
Prepare Drainage Calulations and Report			6		4	22								$4,740.00
QAQC Design Development Plans and OPC			5	2										$1,405.00
Meetings and Coordination			4	2	2	2								$1,780.00
Task 3 - Permitting														
Prepare Permit Plans			2	1	4	16								$3,365.00
Miami-Dade Public Works Review			4	2	2	20								$4,210.00
Landscaping Permit			2		1	8								$1,620.00
Meetings and Coordination			5		1	5								$1,800.00
Task 4 - Final Construction Plans and Bidding Documents														
Prepare Construction/Bid plans			8	1	2	40								$7,475.00
Prepare OPC			2		2	10								$2,040.00
Prepare Bid Tabulation			2		1	8								$1,620.00
QAQC Bid Documents			4	2										$1,210.00
Meetings and Coordination			4	2	1	1								$1,495.00
Task 5 - Contractor Selection Assistance														$0.00
Bidding Assistance			6		2	3								$1,875.00
Meetings and Coordination			2	1										$605.00
Task 6 - Limited Construction Phase Services														
Meetings			8											$1,560.00
Shop Drawing Review			1			8								$1,275.00
Respond to RFI's			5			20								$3,675.00
Close-out			2			7								$1,335.00
TOTAL HOURS	**0**	**0**	**98**	**20**	**38**	**356**	**0**	**0**	**0**	**0**	**0**	**$11,250.00**	**$11,500.00**	
LABOR RATE ($/HOUR)	**$250.00**	**$225.00**	**$195.00**	**$215.00**	**$150.00**	**$135.00**	**$125.00**	**$110.00**	**$125.00**	**$100.00**	**$75.00**	**1.0**	**1.0**	
SUBTOTAL	**$0.00**	**$0.00**	**$19,110.00**	**$4,300.00**	**$5,700.00**	**$48,060.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$11,250.00**	**$11,500.00**	
PAGE TOTAL														**$99,920.00**

AGENDA ITEM NO. 14.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Council
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, ADOPTING A COMPREHENSIVE TRAVEL AND EXPENSE REIMBURSEMENT POLICY; ESTABLISHING A LOWEST COST DUTY AND MOST ECONOMICAL MEANS REQUIREMENT; SETTING MAXIMUM CAPS FOR MEALS AND LODGING; RESTRICTING TIPS AND GRATUITIES; PROHIBITING PARKING NEAR TRANSIT STATIONS; PROHIBITING AUTOMOBILE-RELATED REIMBURSEMENTS WHEN A CAR ALLOWANCE IS PAID; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Reimbursement Policy

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADOPTING A COMPREHENSIVE TRAVEL AND EXPENSE REIMBURSEMENT POLICY; ESTABLISHING A LOWEST COST DUTY AND MOST ECONOMICAL MEANS REQUIREMENT; SETTING MAXIMUM CAPS FOR MEALS AND LODGING; RESTRICTING TIPS AND GRATUITIES; PROHIBITING PARKING NEAR TRANSIT STATIONS; PROHIBITING AUTOMOBILE-RELATED REIMBURSEMENTS WHEN A CAR ALLOWANCE IS PAID; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, Section 112.061, Florida Statutes (the "Uniform Travel Expense Law"), sets uniform statewide standards for public-officer and employee travel, including subsistence methods, maximum rates, and the use of the most economical means; and

WHEREAS, the U.S. General Services Administration (GSA) publishes locality-specific schedules for meals and incidental expenses (M&IE) and lodging that serve as appropriate maximum reimbursement caps; and

WHEREAS, the Village Council finds it necessary and fiscally prudent to adopt a clear and more restrictive policy that reduces costs, prevents luxury or duplicative spending, and simplifies auditing while remaining compliant with applicable law; and

WHEREAS, the Village desires to establish a lowest-cost duty, disallow minibar and in-room dining service, or luxury accommodations, and associated resort fees, when compliant lower-cost options are available.

NOW THEREFORE, BE IT RESOLVED 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. Applicability.

This Resolution applies to all Village officials, employees, board/committee members, volunteers, and contractors where contracts incorporate Village travel terms (collectively, "Travelers"). The standards herein apply to all Village travel arrangements and bookings, whether paid directly by the Village or subject to subsequent reimbursement. Departments may adopt stricter procedures consistent with this policy but may not authorize more liberal terms.

Section 3. Baseline Standards; Maximums; Most Economic Means Requirement.

(a) State Baseline. The Village adopts §112.061, Florida Statutes, as the baseline for all travel. Reimbursements shall not exceed the maximum amounts permitted by §112.061.

(b) Maximums. Under no circumstance shall any reimbursement exceed the maximum amounts permitted by §112.061, Florida Statutes. Where any federal benchmark (e.g., GSA) would otherwise allow a higher amount, the state maximum controls.

(c) The most economical means requirement of §112.061 applies to all travel arrangements.

(d) GSA M&IE rates for the travel locality serve as daily maximum limits for reimbursement, and are not automatic payments.

Section 4. Meals.

(a) Meals are reimbursed at actual expense only with itemized receipts required. Breakfast 25%, Lunch 25%, Dinner 50% of applicable GSA M&IE daily rate. First and last travel days limited to 75% of the daily M&IE cap.

(b) No reimbursement for meals provided by conference, hotel, or third party; travelers must provide conference agenda showing included meals.

(c) All meal receipts must be itemized showing date, location, business purpose, and attendees if applicable.

(d) Tips to restaurant servers, bartenders, or room service are not reimbursable.

(e) Room service, in-room dining, and food delivery charges are not reimbursable.

Section 5. Lodging Standards.

(a) Lodging is reimbursed at itemized, actual cost not to exceed the lesser of the GSA lodging cap or the Florida Statute maximum, whichever is lower. Travelers must request and attempt to secure federal/state/local government rates, documenting attempts.

(b) Only Standard rooms are eligible for reimbursements, with suites, executive floors, or premium amenities being ineligible.

(c) Reasonable taxes and mandatory resort fees are reimbursable; optional fees are not.

(d) Village Manager (or designee) may approve lodging above the rates set herein only through written pre-approval process. In considering approving lodging above rates set herein, the village manager shall conduct a written total-cost justification comparing conference hotel (lodging + transport + time) versus compliant alternatives. Conference hotel must demonstrate savings of at least $75 total round trip cost or greater than one (1) hour daily travel time reduction.

Section 6. Ground Transportation Standards.

(a) Applicability. Travelers must use the most economical transportation option unless documented justification is provided. Failure to use the most economical practical option without proper justification may result in reimbursement limited to the cost of the most economical option that was available. When selecting a

higher-cost option, the expense report must include written explanation addressing:

(1) Why the most economical option was not practical. Acceptable considerations include but are not limited to the distance being over 0.25 miles to or from the traveler's origin or destination, the public transit wait times exceeding fifteen (15) minutes, the unavailability of the preferred option, safety concerns, or the need to transport heavy Village materials.

(2) Cost comparison showing total trip expense for rejected vs. selected options

(b) Transportation Hierarchy (Most to Least Preferred)

(1) Public transit/shuttle when available and practical

(2) Shared rides (Uber Pool, Lyft Shared)

(3) Standard rideshare/taxi

(4) Rental car (compact/economy class only)

(5) Personal vehicle mileage reimbursement

(6) Airport parking (only when other options unavailable or more expensive)

(c) Only tips of up to twenty percent (20% of base fare) are eligible for reimbursement. Tips are only reimbursable when the underlying transportation expense complies with this policy.

Section 7. Transit Proximity Rule.

(a) No reimbursement for parking, valet, garage, or meter fees for events within **0.25 miles walking distance** of Metrorail or Metromover stations. The distance herein shall be measured by a straight-line distance from event's main public entrance to nearest station entrance using Google Maps.

(b) Subsection (a) does not apply if the employee has written supervisor approval showing specific operational need, an HR-verified disability accommodation with ADA documentation, security concerns documented by law enforcement, or the event occurs before 6:00 AM or after 11:00 PM, or when transit is unavailable.

Section 8. Car Allowance Prohibition.

(a) Any Traveler receiving car allowance for any portion of the travel month is completely ineligible for reimbursement of any automobile-related expenses. Automobile related expenses include but are not limited to, per diem mileage, fuel, parking, valet, tolls, or any other expense incurred as a result of traveling with a personal automobile.

Section 9. Lowest-Cost Duty;

(a) Travelers must obtain and document minimum three price comparisons for airfare, lodging, and ground transportation when total costs exceed three-hundred dollars ($300). The selected option must represent the most economical choice among feasible alternatives, considering factors such as the safety and security of location, and reasonable proximity to business purpose/event venue.

Section 10. Federal Grants and Awards Compliance.

(a) When any portion of travel is charged to federal grants, contracts, or awards, 2 CFR 200.475 (Uniform Administrative Requirements) governs and prevails over this policy when more restrictive. Federal award travel may require additional grantor pre-approval and enhanced documentation including grant/award number, business purpose tied to grant objectives, and cost allocation documentation.

Section 11. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 8th day of September, 2025.

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 Mark Merwitzer _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.H

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 17, 2025
SUBMITTED BY:	Missy Arocha, Village Council
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, ESTABLISHING TREE PRESERVATION PROTOCOLS FOR ALL VILLAGE-OWNED OR LEASED PROPERTY; REQUIRING EARLY IDENTIFICATION OF TREE RESOURCES DURING PROJECT PLANNING; PRIORITIZING ON-SITE PROTECTION AND PRESERVATION OF SPECIMEN TREES CONSISTENT WITH THE VILLAGE CODE AND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP); ESTABLISHING KEY PERFORMANCE INDICATORS AND REPORTING REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer) (Deferred from the July 7, 2025, Regular Council Meeting Agenda)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Tree Preservation Program

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING TREE PRESERVATION PROTOCOLS FOR ALL VILLAGE-OWNED OR LEASED PROPERTY; REQUIRING EARLY IDENTIFICATION OF TREE RESOURCES DURING PROJECT PLANNING; PRIORITIZING ON-SITE PROTECTION AND PRESERVATION OF SPECIMEN TREES CONSISTENT WITH THE VILLAGE CODE AND THE COMPREHENSIVE DEVELOPMENT MASTER PLAN (CDMP); ESTABLISHING KEY PERFORMANCE INDICATORS AND REPORTING REQUIREMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, the Village Council recognizes that trees constitute critical green infrastructure, providing shade, storm-water management, habitat, and enhanced community aesthetics; and

WHEREAS, Section Sec. 30-100.4 of the Village Code of Ordinances and CDMP Policy Conservation & Sustainability Elements Part Two Objectives A, B, and C, identify specimen trees and mandate their protection whenever feasible; and

WHEREAS, Village capital projects occasionally require the removal or relocation of trees, but best practices dictate that healthy trees, especially specimen trees, be preserved in place wherever possible; and

WHEREAS, proactive identification and assessment of tree resources at the earliest stage of project planning allows designers to integrate trees into project requirements and avoid unnecessary impacts; and

WHEREAS, the Village Council desires to formalize tree preservation protocols, establish training for staff and contractors, and measure performance through quantifiable indicators; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village of Palmetto Bay.

NOW THEREFORE, BE IT RESOLVED 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. ADOPTION OF TREE PRESERVATION PROTOCOLS.

(a) **Scope.** This Resolution applies to all projects on property that is owned, leased, or otherwise controlled by the Village of Palmetto Bay ("Village projects").

(b) **Tree Resource Survey.** At the concept or pre-design phase of every Village project, the initiating department shall commission an on-site survey and assessment by a Florida-licensed Landscape Architect, an ISA-Certified Arborist, or equivalent professional, and, when appropriate, a qualified biologist. The survey shall identify:

1. Species, diameter at breast height (DBH), and canopy spread of each tree ≥ 3 inches DBH;

2. Health and structural condition per ISA standards;

3. Specimen trees as defined in the Village Code and CDMP;

4. Nuisance or hazardous trees recommended for removal.

(c) **Preservation Hierarchy.** Project design teams shall adhere to the following hierarchy, in order of priority:

1. Preserve trees, especially specimen trees, in their existing location;

2. Where preservation in place is infeasible, relocate healthy trees on-site;

3. As a last resort, relocate trees to other Village property or, if relocation is not feasible, remove and mitigate pursuant to the Village Code.

(d) **Documentation.** The survey, preservation plan, and any mitigation calculations shall be submitted to the Village Environment & Sustainability Division for review and approval prior to Site Plan or Building Permit issuance.

Section 3. TRAINING.

(a) The Village Manager, through the Public Works and Parks Departments, shall provide annual training on the requirements of this Resolution to:

1. Capital project managers and inspectors;

2. Design consultants and construction contractors engaged by the Village;

3. Staff responsible for landscape maintenance of Village property.

Section 4. KEY PERFORMANCE INDICATORS (KPIs) AND REPORTING.

(a) The Village Manager shall track and report to the Council each regular council meeting in April, beginning in 2026, the following KPIs for the preceding calendar year:

1. Number of individuals completing the training required in Section 2;

2. Number of Village projects initiated or completed that fully complied with the protocols established herein;

3. Total number of trees surveyed, number of trees preserved in place, number of trees relocated, number of specimen trees preserved, and number of trees removed;

(b) The annual report shall include a narrative analysis of challenges, lessons learned, and recommendations for improvement.

Section 4. IMPLEMENTATION.

(a) The Village Manager is authorized to develop administrative guidelines, standard operating procedures, and forms necessary to implement this Resolution.

Section 5. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 7th day of July, 2025.

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 Mark Merwitzer _____

Mayor Karyn Cunningham _____