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 Quick
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
MONDAY, SEPTEMBER 14, 2026 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

(IMMEDIATELY FOLLOWING THE FIRST BUDGET HEARING)
VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157
(305) 259-1234

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

2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

   A. Recognition of the retirement of Deputies from the Palmetto Bay Municipal Policing District *(Deputy Enrique Sanchez and Deputy Rolando Lechuga)*

   B. Recognition of 2026 Summer Counselors in Training (CIT) at Coral Reef Park

(Kellan Anderson, Alistair Briz, Xavier Castellano, Octavio Davila, Dariane Diaz, Angelique Garcia, Mike Garcia, Juan Gonzalez, Bryan Gutierrez-Curdi, Benjamin Haft, Ariana Harrison, Amelia Hernandez-Garcia, Brooklyn Kye, Olivia Ladner, Alexa Pavon, Ronald Rosales, Matthew Siewnarine, Meadow Wimberly, Catherine Zapata, Scott Bejarano, Justin Cabrero, Sofia Martinez, Santiago Paz Alba, Joao Francisco Neviani Carvalho, Victor Ten Have)

C. Recognition of American Legion Boys/Girl State Delegates *(Elena Beuter, Matthew Schimek, Alec Vancourt, Brandon Guterrez, and Troy Wilensky)*

D. Recognition of Newton Mulford for his efforts in capturing and removing an invasive python from Coral Reef Park

E. Proclamation in honor of National Recovery Month *(No More Dead Homies)*

F. Proclamation in honor of the 15th Annual National Diaper Need Awareness Week, September 14–20, 2026 *(Miami Diaper Bank)*

3. APPROVAL OF MINUTES

A. Regular Council Meeting (July 6, 2026)

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. Attorney Expenses

B. Litigation Update

7. VILLAGE CLERK'S REPORT

A. Calendar Update (September 2026)

B. Notice of General Election & Special Election (November 3, 2026)

8. BOARD AND COMMITTEE REPORTS

A. Art-in-Public Places Advisory Board Meeting (April 9, 2026)

B. Joint Meeting of the Tree Advisory Board & Resiliency Committee (January 26, 2026)

C. Tree Advisory Board Meeting (March 30, 2026)

D. Tree Advisory Board Meeting (October 27, 2025)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

A. AN ORDINANCE OF THE MAYOR AND THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 2-25 "VILLAGE COMMUNICATIONS", RELATING TO THE RECOGNITION OF RELIGIOUS, CULTURAL, AND HERITAGE OBSERVANCES THROUGH VILLAGE COMMUNICATION CHANNELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Passed on First Reading at the July 6, 2026, Regular Council Meeting)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY, FLORIDA, BY CREATING SECTION 21-1 TO ESTABLISH REGULATIONS FOR THE OPERATION OF MICROMOBILITY DEVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer) (Passed on First Reading at the July 20, 2026, Special 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, RELATING TO PUBLIC SAFETY; CREATING THE PALMETTO BAY PUBLIC SAFETY DISTRICT AS A DEPENDENT SPECIAL DISTRICT PURSUANT TO SECTION 189.02, FLORIDA STATUTES; AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES BY CREATING SECTION 26-1; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer) (Deferred from the Special Council Meeting of July 20, 2026)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO STORMWATER UTILITY FEES; REVISING THE STORMWATER UTILITY FEE STRUCTURE IN SUPPORT OF THE VILLAGE STORMWATER MANAGEMENT SYSTEM; PROVIDING FOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Stormwater Engineer, Mairelys Gensler)*

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AMENDING CHAPTER 32, “PASSPORT

ACCEPTANCE FACILITY," OF THE VILLAGE'S CODE OF ORDINANCES; ESTABLISHING THAT PASSPORT APPLICATION FEES AND RELATED FEES COLLECTED ON BEHALF OF THE UNITED STATES DEPARTMENT OF STATE SHALL AUTOMATICALLY CONFORM TO THE FEES THEN IN EFFECT AS ESTABLISHED BY THE UNITED STATES DEPARTMENT OF STATE, WITHOUT THE NEED FOR FURTHER AMENDMENT TO THE VILLAGE'S CODE OF ORDINANCES; UPDATING THE VILLAGE'S PASSPORT PHOTO FEE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Village Clerk, Missy Arocha)*

12. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; SUPPORTING THE APPLICATION FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA BEAUTIFICATION GRANT PROGRAM AND PROJECT MAINTENANCE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT APPLICATION AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD IN THE AMOUNT OF ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS ($112,500.00) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) TO FUND THE DEVELOPMENT OF A STORMWATER MASTER PLAN, PROJECT NO. 4673-305-P47; APPROVING AGREEMENT NO. H1454 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE STORMWATER MASTER PLAN; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO UPDATE THE VILLAGE'S STORMWATER MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS ($149,235.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration Prepared by Stormwater Engineer, Mairelys Gensler)*

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 THE CONSTRUCTION OF SUB-BASIN 44; APPROVING A CHANGE ORDER FOR AN AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS AND THIRTY CENTS ($171,647.30); TO COVER NECESSARY MODIFICATIONS FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Stormwater Engineer, Mairelys Gensler)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, PURSUANT TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM; ACCEPTING THE AIPP BOARD'S RECOMMENDATION OF THE "COPPER PYRAMID OF ART & ENERGY" REVISIONING BY ARTIST AND RESIDENT TONE CALLE; DIRECTING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE ARTIST FOR THE MATERIALS AND LABOR FOR PROJECT EXECUTION WITH SIMPLY EVOLVING ENDLESS DESIGN (S.E.E.D.) LLC; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO INVESTIGATE THE OWNERSHIP AND/OR CONTROL OF THE PEOPLE'S DOCK AND 72 AVENUE, SOUTH OF 168 STREET, AND TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADDRESSING THE UNAPPROVED NAME "DIADEM PICKLEBALL COMPLEX" DEPICTED ON OFFICIAL VILLAGE SIGNAGE FOR THE PALMETTO BAY PARK INDOOR PICKLEBALL CENTER; DIRECTING THE VILLAGE MANAGER TO CORRECT THE SIGNAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING DIGITAL ACCESSIBILITY AS A POLICY PRIORITY OF THE VILLAGE; DIRECTING THE VILLAGE MANAGER TO CONDUCT AN INVENTORY AND BASELINE ACCESSIBILITY AUDIT OF THE VILLAGE'S DIGITAL SERVICES AND CONTENT; ESTABLISHING PRIORITIES FOR REMEDIATION; DIRECTING THE DEVELOPMENT OF DIGITAL ACCESSIBILITY PROCUREMENT STANDARDS AND INTERNAL POLICIES; REQUIRING AN ANNUAL DIGITAL ACCESSIBILITY REPORT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MIAMI-DADE COUNTY MAYOR AND BOARD OF COUNTY COMMISSIONERS TO RESTORE FUNDING FOR THE MIAMI-DADE COUNTY ENVIRONMENTALLY ENDANGERED LANDS ("EEL") PROGRAM TO NOT LESS THAN $20 MILLION IN THE ADOPTED FISCAL YEAR 2026-27 BUDGET; URGING THE BOARD TO REJECT THE PROPOSED WAIVER OF THE $10 MILLION MINIMUM RESERVE REQUIREMENT FOR THE EEL

TRUST FUND; URGING THE COUNTY TO IDENTIFY AND ADOPT A DEDICATED, RECURRING SOURCE OF FUNDING FOR THE ACQUISITION, RESTORATION, AND MANAGEMENT OF ENVIRONMENTALLY ENDANGERED LANDS; URGING THAT SUCH FUNDING REMAIN AVAILABLE FOR THE ACQUISITION AND EXPANSION OF EEL PRESERVES WITHIN THE VILLAGE OF PALMETTO BAY AND ELSEWHERE; AND FURTHER, DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY MAYOR, EACH MEMBER OF THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, THE MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET, THE DIRECTOR OF THE MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT, ALL OTHER MUNICIPALITIES WITHIN MIAMI-DADE COUNTY, AND THE MIAMI-DADE COUNTY LEAGUE OF CITIES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF BEEFREE, LLC. D/B/A FREEBEE TO PROVIDE A RELIABLE FLEET CONSISTING OF TWO (2), SIX (6) PASSENGER VEHICLES AND/OR TWO (2) TWELVE (12) PASSENGER VEHICLES PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-016; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE COMPANY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-THREE THOUSAND THIRTY-TWO DOLLARS AND ZERO CENTS ($233,032.00), PROVIDED THAT SERVICES REMAIN FLEXIBLE AND SUBJECT TO MODIFICATIONS AT A LATER DATE IN THE BEST INTEREST OF THE VILLAGE, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

- REGULAR COUNCIL MEETING (Monday, October 5, 2026)

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 DISABILITIES ACT OF 1990

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

AGENDA ITEM NO. 3.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (July 6, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
2026-07-06 Regular-Minutes
Exhibit A-Public Comments by Form

MINUTES
REGULAR COUNCIL MEETING
MONDAY, JULY 6, 2026 – 7:00 PM

VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS:

The Mayor and Village Council presented the following recognitions at 6:30 p.m.

A. Freedom Grows Through Service Recognition

- Department of Building & Permitting *(Dean Klement)*
- Department of Finance *(Desmond Chin)*
- Department of Human Resources, Communications & Grants *(Olga Cadaval)*
- Department of Information Technology *(Eric Machado)*
- Department of Parks & Recreation *(Fanny Carmona)*
- Department of Planning & Zoning *(Javier Gonzalez)*
- Department of Public Services-Facilities Maintenance *(Dionisio Torres)*
- Policing Unit *(Major Antonio Rodriguez)*
- Village Clerk *(Missy Arocha)*
- Village Manager *(Nick Marano)*

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

Mayor Karyn Cunningham called the Regular Council Meeting to order at 7:04 p.m. following the recognitions.

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

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

Councilmember Patrick Fiore led the invocation, and the pledge of allegiance was led by the Council.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (June 1, 2026)
B. Special Council Meeting (June 15, 2026)

Vice Mayor Mark Merwitzer **moved** to approve the meeting minutes, and Councilmember Marsha Matson **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

4. REQUESTS, PETITIONS, AND PUBLIC COMMENTS: The following speakers spoke for a time allotment of three minutes:

- Vitality Falcovitch (9280 SW 167th Terrace) thanked the Village Administration and its policing unit team for their efforts and commitment.

- David Singer (8360 SW 154th Terrace) urged the members of the council for transparency and spoke opposed to legislation being under the consent agenda.

- Mohammed Taha (14599 SW 82nd Avenue) spoked opposed to the Administration not observing and recognizing Eid al-Fitr, celebrating the end of Ramadan and urged the Council to observe this holiday in the Village.

- Gary Pastorella (6940 SW 142nd Terrace) spoke opposed to agenda item 10A and 10B.

- Peter England (7620 SW 171st Street) spoke in favor of agenda item 12F and thanked the Council for supporting the Economic Development Council.

- Dr. Tarek Chebbi (16450 SW 90th Avenue) urged the Council to extend the courtesy to the Muslim community.

- Jerry Sochin (13250 SW 74th Avenue) – thanked the Council for their continued support of the annual Cystic Fibrosis Kickball Tournament at Palmetto Bay Park.

- Jennifer Mesa on behalf of Girl Scout Troop #2311 (28231 SW 136th Place) – urged the Council to consider placing a donation box at Village Hall where cat and dog food could be collected for organizations that offer animal services.

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

By consensus of the Village Council, the Council agreed to forego the following reports from the agenda: the Village Manager's Report, Village Attorney's Report, and Village Clerk's Report and to consider agenda items out of order.

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates: The Manager's detailed report was part of the agenda packet.

6. VILLAGE ATORNEY'S REPORT

A. Attorney Expenses: Legal invoices were made part of the agenda packet.

7. VILLAGE CLERK'S REPORT

A. Calendar Update (July 2026)

8. BOARD AND COMMITTEE REPORTS

Councilmember Steve Cody **motioned** to approve the Board and Committee Reports. Vice Mayor Mark Merwitzer **seconded** the motion. **All voted in favor (5-0). The motion carried unanimously.**

A. Charter Revision Commission Meeting (May 11, 2026)
B. Charter Revision Commission Meeting (June 3, 2026)
C. Charter Revision Commission Meeting (June 17, 2026)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING:

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REPEALING AND RESCINDING ORDINANCE 2026-01; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by the Village Council)*

Item 10A was **moved** by Councilmember Steve Cody and **seconded** by Vice Mayor Mark Merwitzer.

Attorney John Quick provided an explanation of the purpose of the Ordinance. There was no further discussion by the Village Council.

Final Vote at Adoption on Second Reading:

Councilmember Marsha Matson	-	NO
Mayor Karyn Cunningham	-	YES
Councilmember Patrick Fiore	-	YES
Councilmember Steve Cody	-	YES
Vice Mayor Mark Merwitzer	-	YES

Upon a roll call vote, the **Ordinance passed on second reading** by a vote of 4-1, with Councilmember Marsha Matson voting in opposition.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO MODERNIZING THE COUNCIL'S DECORUM STATEMENT AND RULES OF PUBLIC MEETING CONDUCT; AMENDING SECTIONS 2-49 AND 2-50 OF THE VILLAGE CODE; PROVIDING FOR THE PROMOTION OF ORDERLY, RESPECTFUL, AND

CONSTITUTIONALLY PROTECTED PUBLIC PARTICIPATION; PROVIDING FOR SEVERABILITY, ORDINANCES IN CONFLICT AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 10B was **withdrawn** by the sponsor, Vice Mayor Mark Merwitzer. There were no objections from the Council.

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 20-7, "FEE WAIVER PROGRAM TRANSPARENCY AND FISCAL ACCOUNTABILITY," RELATING TO VILLAGE FEE WAIVERS; ESTABLISHING REQUIREMENTS FOR STANDARDIZED COST-ACCOUNTING; DISCLOSURE OF THE FULL COST OF FEE WAIVERS AND ANNUAL REPORTING; REQUIRING DISCLOSURE OF CUMULATIVE ANNUAL SUPPORT PROVIDED TO EACH ORGANIZATION; DIRECTING THE VILLAGE MANAGER TO REPORT TO THE VILLAGE COUNCIL WITH RECOMMENDATIONS REGARDING ANNUAL PROGRAM CAPS AND RECOVERY OF DIRECT COSTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 11A was **deferred** to the Special Council Meeting scheduled for July 20, 2026.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC SAFETY; CREATING THE PALMETTO BAY PUBLIC SAFETY DISTRICT AS A DEPENDENT SPECIAL DISTRICT PURSUANT TO SECTION 189.02, FLORIDA STATUTES; AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES BY CREATING SECTION 26-1; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 11B was **moved** by Vice Mayor Mark Merwitzer and **seconded** by Councilmember Steve Cody.

Council discussed the proposed municipal taxing district for police services, including the mechanics of establishing the district, the potential impact on the Village's budget and millage rate, funding of the police budget, state law requirements, and the timing for implementation.

Village Attorney John Quick provided an overview of the legal requirements and explained that approval of the item would establish the framework for a separate taxing district but would not establish a millage rate at this time.

Members of the Council requested additional information, including a visual presentation, five-year financial projections with and without the proposed district, examples of similar taxing districts in Florida, and clarification regarding the potential impact on the Village's budget and police funding.

Councilmember Steve Cody **moved** to defer the item to the September 2026

Regular Council Meeting and requested that the matter be placed on the July 14, 2026 Committee of the Whole Workshop agenda for further discussion and presentation. The motion was **seconded** by Councilmember Patrick Fiore.

Village Attorney John Quick confirmed that the proposed taxing district could still be implemented for Fiscal Year 2027 if adopted by October 2026.

Final Vote:
All voted in favor (5-0) of the motion to defer agenda item 11B to the September 2026 Regular Council Meeting and add the matter to the July 14, 2026, Committee of the Whole Workshop agenda for Council discussion.

C. AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 2-25 "VILLAGE COMMUNICATIONS", RELATING TO THE RECOGNITION OF RELIGIOUS, CULTURAL, AND HERITAGE OBSERVANCES THROUGH VILLAGE COMMUNICATION CHANNELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 11C was **moved** by Councilmember Marsha Matson and **seconded** by Vice Mayor Mark Merwitzer.

Councilmember Matson explained that the Ordinance was intended to establish a policy for recognizing religious holidays and observances through Village communications and to provide equal treatment to the Village's diverse religious community.

Village Attorney John Quick provided an overview of the proposed Ordinance and addressed questions regarding its definitions, applicability, administrative requirements, and potential legal and litigation implications. He explained that the Ordinance would apply to requests made by Village residents and cautioned that the Village would need clear parameters to avoid potential legal issues involving protected speech and religious expression.

Members of the Village Council discussed the proposed Ordinance, including whether it would require recognition of all religions and religious observances, whether requests could be made on behalf of religious organizations located outside the Village, the administrative burden of reviewing such requests, and the potential impact on Village communications and social media.

Mayor Karyn Cunningham questioned the administrative discretion and legal implications of the proposed Ordinance and suggested that the Village instead establish a clear and neutral policy providing equal treatment to all religious observances.

Village Manager Nick Marano recommended that the Village refrain from recognizing religious holidays through Village communications due to the potential for unequal treatment, administrative complications, and litigation that may rise.

Vice Mayor Mark Merwitzer spoke in favor of recognizing the diverse religious community within the Village and stated that any policy adopted should provide equal treatment to all religions and reflect the values of the community.

Councilmember Matson proposed amendments to the Ordinance to remove certain provisions, including provisions related to administrative procedures and annual reporting, while retaining the provision identified as Section E(2).

Councilmember Marsha Matson **moved** to delete Sections G, H, and E, except for E2 (lines 17-21). Vice Mayor Mark Merwitzer **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

Village Attorney Quick provided guidance regarding the proposed amendments and their legal sufficiency.

Following discussion, Village Clerk Missy Arocha read the amendments into the record and reiterated that E2 (lines 17-21) would remain on the Ordinance.

- (e)(2) The Village retains the right of authorship over anything communicated on Village Communication Channels. Nothing contained herein shall require the Village to communicate specific language, depictions, or renderings, or in any specific form as requested by the Qualified Applicant(s).

<u>Final Vote at Adoption on First Reading:</u>

Councilmember Marsha Matson	-	YES
Mayor Karyn Cunningham	-	NO
Councilmember Patrick Fiore	-	YES
Councilmember Steve Cody	-	NO
Vice Mayor Mark Merwitzer	-	YES

Upon a roll call vote, the **Ordinance passed on First Reading** by a vote of (3-2), with Mayor Karyn Cunningham and Councilmember Steve Cody voting in opposition.

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE OPERATION OF MICROMOBILITY DEVICES AND ELECTRIC BICYCLES; AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY, FLORIDA, BY CREATING SECTION 21-1 TO ESTABLISH REGULATIONS FOR THE SAFE OPERATION OF MICROMOBILITY DEVICES, TO PROVIDE FOR PEDESTRIAN SAFETY, OPERATOR TRAINING, AND ENFORCEMENT, AND TO AUTHORIZE INTERLOCAL AGREEMENTS; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 11D was **deferred** to the Special Council Meeting scheduled for July 20, 2026.

12. CONSENT AGENDA

Councilmember Steve Cody **moved** to approve the Consent Agenda. Vice Mayor Mark Merwitzer **seconded** the motion.

Vice Mayor Mark Merwitzer requested to be listed as a co-sponsor of agenda items 12F and 12G. No objections were raised regarding the Vice Mayor's request by the Council.

All voted in favor (5-0) of the motion to approve the Consent Agenda. **The motion passed unanimously.**

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF HEADLEY CONSTRUCTION GROUP, INC. TO CONSTRUCT THE PUBLIC SERVICES PARKING LOT PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-011; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED SIX HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY-SIX DOLLARS AND ZERO CENTS ($642,526.00), AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

Item 12A passed on the consent agenda.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF UNITED FLAVORS CREAMERY, LLC. PURSUANT TO RFP#2026-12-009 TO OPERATE AND MANAGE THE CONCESSION STAND AT CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A THREE-YEAR AGREEMENT WITH SAID COMPANY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

Item 12B passed on the consent agenda.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF CBIZ CPAS P.C., PURSUANT TO RFP# 2026-06-008 TO PROVIDE THE VILLAGE WITH AUDITING SERVICES; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT FROM OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2030, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FORTY-NINE THOUSAND DOLLARS AND ZERO CENTS ($249,000.00); AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

Item 12C passed on the consent agenda.

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

PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF PHOENIX CONCRETE PLUS, INC. TO REPLACE DESIGNATED AREAS OF ASPHALT WALKWAYS/TRAILS WITHIN PALMETTO BAY PARK AND CORAL REEF PARK PURSUANT TO INVITATION TO BID (ITB) NO. 2026-12-012; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-EIGHT THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS AND EIGHTEEN CENTS ($198,921.18); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

Item 12D passed on the consent agenda.

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROFESSIONAL SERVICES; APPROVING A TASK ORDER UNDER THE VILLAGE'S GENERAL URBAN PLANNING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES INC. TO PERFORM A COMPREHENSIVE PARK AND MOBILITY IMPACT FEE STUDY; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER IN THE AMOUNT NOT TO EXCEED SEVENTY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS ($79,920.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Planning and Zoning Director, Javier Gonzalez)*

Item 12E passed on the consent agenda.

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXPRESSING SUPPORT FOR THE ECONOMIC DEVELOPMENT COUNCIL OF SOUTH MIAMI-DADE AND ITS 2026 SOUTH MIAMI-DADE COMPETITIVE ASSESSMENT; AUTHORIZING THE VILLAGE MANAGER TO COMMUNICATE THIS SUPPORT TO REGIONAL PARTNERS; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 12F passed on the consent agenda.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF PALMETTO BAY PARK AT NO COST ON MARCH 13, 2027, TO THE CYSTIC FIBROSIS FOUNDATION- CURE CF MIAMI FOR THE PURPOSE OF CONDUCTING A FUNDRAISING KICKBALL TOURNAMENT; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Fanny Carmona, Parks & Recreation Director)*

Item 12G passed on the consent agenda.

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO INTERLOCAL AGREEMENTS; AUTHORIZING THE VILLAGE MANAGER TO RENEW A FIVE (5) YEAR

INTERLOCAL AGREEMENT WITH MIAMI-DADE COUNTY FOR FILM PERMITTING SERVICES; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Olga Cadaval, Communications Director)*

Item 12H passed on the consent agenda.

I. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PROCUREMENT; APPROVING THE SELECTION OF GENESIS PRIME GROUP, LLC. PURSUANT TO RFP# 2026-12-013 TO UPGRADE AND PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, AND SUPERVISION NECESSARY TO REPLACE THE EXISTING PRESSURIZED IRRIGATION PUMP STATION AT PALMETTO BAY PARK; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE CONTRACTOR IN AN AMOUNT NOT TO EXCEED NINETY-EIGHT THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($98,500.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

Item 12I passed on the consent agenda.

13. RESOLUTIONS REQUIRING PUBLIC HEARING: None.

14. RESOLUTIONS WITH PUBLIC COMMENTS

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO AD VALOREM TAXES; ESTABLISHING THE PROPOSED MAXIMUM MILLAGE RATE AND SETTING THE DATES, TIMES, AND LOCATION FOR THE FIRST AND SECOND BUDGET HEARINGS FOR FISCAL YEAR 2026-2027; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Finance Director, Desmond Chin)*

Item 14A Item 14A was **moved** by Vice Mayor Mark Merwitzer and **seconded** by Councilmember Steve Cody.

Village Manager Nick Marano presented the proposed 2026 Property Tax Survey and advised the Council that he welcomed any comments or suggested edits to the survey he is proposing for the Village residents.

Councilmember Marsha Matson objected to the survey, stating that it was not a scientific survey because it did not include randomization or liability testing. She stated that her concern is that the results could be interpreted by residents as representative of the views of the community when they would not be statistically meaningful. Councilmember Matson recommended that, if the Village wished to conduct a survey that would provide meaningful results, it should retain a professional firm to conduct a scientific survey of residents regarding the budget-related questions.

Vice Mayor Mark Merwitzer opposed the use of a survey to address matters as

important and sensitive as the budget. He stated that conversations regarding issues such as traffic and other community priorities are better addressed in person at Village Hall, parks, and other community locations. He referenced feedback received during the Council's trip to Tallahassee that the Council should be more directive. Vice Mayor Merwitzer stated that, rather than conducting a survey, he preferred that the Council use the time before the First Budget Hearing to engage directly with residents through additional budget workshops and town hall meetings to better understand their priorities versus a survey.

Councilmember Steve Cody stated that he supported the survey and believed it would provide the Council with an additional data point to consider.

Mayor Karyn Cunningham stated that she viewed the survey as one tool available to the Council and emphasized the importance of engaging with as many residents as possible. She urged Council to support for moving forward with the survey.

Mayor Karyn Cunningham questioned whether it was appropriate for the Council to proceed with the survey.

Village Attorney John Quick responded that the survey would provide direction to the Village Manager on how to move forward with the survey.

Roll Call Vote on Approval of the Survey:

Vice Mayor Mark Merwitzer	-	NO
Councilmember Steve Cody	-	YES
Councilmember Patrick Fiore	-	YES
Mayor Karyn Cunningham	-	YES
Councilmember Marsha Matson	-	YES

The **approval of the survey passed (4-1)** with Vice Mayor Mark Merwitzer voting in opposition.

Village Manager Nick Marano presented the proposed millage rate for fiscal year 2026-2027 and provided an overview of the Village of Palmetto Bay's millage rates from 2023 through 2026. The presentation provided a synopsis of the following:

- Median taxable value of a residential property of approximately $394,294;
- Current millage rate of 2.3018 mills;
- Proposed millage rate of 2.69 mills to achieve structural balance;
- Estimated increase of approximately $150 annually, or $12 per month;
- 2025 millage rate comparisons;
- Comparison of the proposed rate with other municipalities;
- Staffing summary and vacant positions;
- Unassigned fund balance and projected trajectory toward the policy floor;
- SB 4-F and the FY 2027 Maximum Millage Framework;
- Structural balance, including recurring revenues and recurring expenditures;
- FY 2027 millage rate scenarios;
- Comparison of the 2.69-mill rate;
- Five-year capital investment and allocation of funds; and

- Staff's recommendation.

Village Manager Nick Marano advised that the Village currently had vacant positions and stated that eight positions could be eliminated as part of the staffing reductions under consideration.

Councilmember Steve Cody questioned the average impact of a 2.5-mill rate.

Village Manager Nick Marano responded that the estimated impact would be approximately $27 annually.

Councilmember Steve Cody stated that while everyone would like to reduce taxes, the Village had placed itself in a difficult financial position because of the millage rates adopted during the previous two budget cycles. He spoke in support of adopting a 2.75-mill rate and stated that the additional revenue would provide greater flexibility for capital projects and other needs, including sidewalks and bikeways throughout the Village.

Councilmember Steve Cody stated that the Village has approximately 175 miles of roads and stated concern about the financial resources necessary to address sidewalk and bikeway improvements. He stated that the difference between the staff-recommended rate and a 2.75-mill rate would be approximately $2 per month for the average property owner. Councilmember Cody proposed increasing the millage rate to 2.75 mills.

Vice Mayor Mark Merwitzer referenced the Village's ongoing litigation and expressed concern regarding the impact of legal costs on the Village's finances. He stated that public safety and maintaining an appropriately funded law enforcement function remained priorities.

Vice Mayor Merwitzer reported that prior financial decisions of past Council's had reduced the Village's reserves and that, based on the Village's projections, the reserves could be depleted within approximately two years if current trends continue. He stated that the Council needed to have discussion regarding expenditures and potential reductions. He spoke of fee waivers and the need for more transparency regarding legal expenses. Vice Mayor Merwitzer stated that the Council should consider separately identifying the costs associated with law enforcement and emphasized that public safety is a primary priority for residents. He stated that an adjustment to the millage rate was necessary but was not prepared to commit to a specific rate at that time.

Councilmember Marsha Matson explained that she had reviewed the proposed budget and had discussed it with the Village Manager and identified legal expenses, which she stated were projected to exceed $1 million, as one of her primary concerns. She also explained that the police budget and contract were approximately $1 million higher than the prior year. While emphasizing the importance of maintaining a safe community, she stated that the Village also needed to reduce expenditures

Mayor Karyn Cunningham clarified that the Council was discussing the maximum millage rate, rather than establishing the final millage rate for the upcoming fiscal year and explained that the Village Manager was seeking direction from the Council regarding the maximum rate that could be considered during the budget process. Mayor Cunningham reported that property values had increased and that, despite prior millage rate reductions and changes to the homestead exemption, the cost of providing services had also increased. She explained that the rate proposed by the Village Manager represented the maximum rate that could be considered when the Council ultimately adopts the budget.

Councilmember Steve Cody **moved** to amend the proposed millage rate from 2.69 mills to 2.75 mills. Councilmember Patrick Fiore **seconded** the motion. **The motion failed (2-3)** with Councilmember Marsha Matson, Mayor Karyn Cunningham, and Vice Mayor Mark Merwitzer voting in opposition.

Roll Call Vote on Approval of the Resolution:

Councilmember Patrick Fiore	-	YES
Councilmember Steve Cody	-	YES
Councilmember Marsha Matson	-	NO
Vice Mayor Mark Merwitzer	-	NO
Mayor Karyn Cunningham	-	YES

The **approval of the Resolution passed (3-2)** with Councilmember Marsha Matson and Vice Mayor Mark Merwitzer voting in opposition.

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CALLING A SPECIAL ELECTION ON NOVEMBER 3, 2026 RELATING TO PROPOSED VILLAGE CHARTER AMENDMENTS PROVIDED BY THE CHARTER REVISION COMMISSION IN ACCORDANCE WITH SECTION 6.2 OF THE VILLAGE CHARTER; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF THE PROPOSED AMENDMENTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR THE VILLAGE CLERK TO UTILIZE THE SERVICES OF THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER AMENDMENTS ON THE BALLOT OF THE SPECIAL ELECTION SCHEDULED FOR NOVEMBER 3, 2026; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR COPIES OF THE CHARTER AMENDMENTS TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by the Charter Revision Commission and prepared by Village Attorney, Jaimie Mayer, Esq.)*

Item 14B was **moved** by Councilmember Steve Cody and **seconded** by Mayor Karyn Cunningham.

Village Attorney John Quick explained the process of considering the proposed charter amendments and advised that he had received a telephone call from the Supervisor of Elections regarding proposal number 7.

Councilmember Steve Cody **moved** to consider the proposed questions individually.

Mayor Karyn Cunningham **seconded** the motion.

Mayor Karyn Cunningham questioned whether the item would place all of the proposed questions on the ballot or whether the Council would consider each question individually.

Village Attorney John Quick explained that the Vice Mayor's proposed item was substantially identical to another proposed amendment, with the primary difference being the ballot language concerning bicycles and pedestrians. He explained that, if the Council approved or rejected identical items, consideration of the duplicative items would be moot. He further explained that the proposed amendments would not automatically be placed on the ballot and remained subject to Council approval, including any revisions made by the Council.

Mayor Karyn Cunningham confirmed that the Council could proceed with consideration of the proposed amendments individually.

Village Attorney John Quick explained that the Council could also substitute the Vice Mayor's proposed item and proceed accordingly.

Vice Mayor Mark Merwitzer explained that he had brought forward his own item due to the legal issues surrounding the Charter Revision Commission (CRC). He reported that his proposed approach would avoid potential litigation and urged the Council to reject the pending item and instead consider and approve his proposed Resolution for placement before the electors.

Village Attorney John Quick explained that the Council could vote on item 14B and subsequently remove the related provisions from item 14C.

Mayor Karyn Cunningham questioned whether Vice Mayor Merwitzer supported dividing the proposed items.

Vice Mayor Mark Merwitzer responded that he did.

Councilmember Steve Cody **withdrew his motion**. There were no objections from the Council.

<u>Roll Call Vote on Approval of the Resolution:</u>

Mayor Karyn Cunningham	-	NO
Vice Mayor Mark Merwitzer	-	NO
Councilmember Patrick Fiore	-	NO
Councilmember Steve Cody	-	NO
Councilmember Marsha Matson	-	NO

The **Resolution failed (0-5)** with Mayor Karyn Cunningham, Vice Mayor Mark Merwitzer, Councilmember Patrick Fiore, Councilmember Steve Cody, and Councilmember Marsha Matson voting in opposition.

Village Attorney John Quick explained that, following the vote, the Charter Revision

Commission would sunset and would no longer be subject to the requirements of the Sunshine Law.

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CALLING A SPECIAL ELECTION ON NOVEMBER 3, 2026 RELATING TO PROPOSED VILLAGE CHARTER AMENDMENTS, INCLUDING CERTAIN AMENDMENTS PROPOSED BY THE CHARTER REVISION COMMISSION; PROVIDING REQUISITE BALLOT LANGUAGE FOR SUBMISSION TO ELECTORS OF THE PROPOSED AMENDMENTS; PROVIDING FOR NOTICE OF ELECTION; PROVIDING FOR THE VILLAGE CLERK TO UTILIZE THE SERVICES OF THE MIAMI-DADE COUNTY SUPERVISOR OF ELECTIONS TO PLACE THE CHARTER AMENDMENTS ON THE BALLOT OF THE SPECIAL ELECTION SCHEDULED FOR NOVEMBER 3, 2026; PROVIDING FOR INCLUSION IN THE CHARTER; PROVIDING FOR COPIES OF THE CHARTER AMENDMENTS TO BE AVAILABLE FOR PUBLIC INSPECTION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 14C was **moved** by Vice Mayor Mark Merwitzer and **seconded** by Councilmember Patrick Fiore.

Mayor Karyn Cunningham asked to be added as a co-sponsor of the Resolution. Vice Mayor Mark Merwitzer, the original sponsor, agreed, and the Council voiced no objections.

Councilmember Steve Cody **moved** to divide the questions and vote on them individually. Mayor Karyn Cunningham **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

Vote on Charter Amendment Number One: Public Speakers Home Address Disclosure and Written Comments Distribution

- Mayor Karyn Cunningham - YES
- Vice Mayor Mark Merwitzer - YES
- Councilmember Patrick Fiore - YES
- Councilmember Steve Cody - NO
- Councilmember Marsha Matson - YES

Charter Amendment Number One passed (4-1) with Councilmember Steve Cody voting in opposition.

Charter Amendment Number Two: Sale, Conveyance, Exchange, License, Lease of Village Owned Property

Councilmember Patrick Fiore **moved** to amend Charter Amendment Number Two by requiring a majority of voters' approval for any sale, conveyance, exchange, transfer, lease, or license of Village property, except for leases with a term of three years or less. **The motion failed for a lack of a second.**

Vote on Charter Amendment Number Two:

- Councilmember Marsha Matson - YES
- Mayor Karyn Cunningham - NO
- Councilmember Patrick Fiore - NO
- Councilmember Steve Cody - NO
- Vice Mayor Mark Merwitzer - NO

Charter Amendment Number Two failed (1-4) with Mayor Karyn Cunningham, Councilmember Patrick Fiore, Councilmember Steve Cody, and Vice Mayor Mark Merwitzer voting in opposition.

Vice Mayor Mark Merwitzer **moved** to reconsider Charter Amendment Number Two and vote in favor of Councilmember Patrick Fiore's proposal: except for leases with a term of three years or less. Councilmember Marsha Matson **seconded** the motion. **The motion passed (3-2)** with Mayor Karyn Cunningham and Councilmember Steve Cody voting in opposition.

Vote on Charter Amendment Number Two as Amended:

- Councilmember Marsha Matson - YES
- Mayor Karyn Cunningham - NO
- Councilmember Patrick Fiore - YES
- Councilmember Steve Cody - NO
- Vice Mayor Mark Merwitzer - YES

Charter Amendment Number Two passed (3-2) with an amendment with Mayor Karyn Cunningham, and Councilmember Steve Cody voting in opposition.

Vote on Charter Amendment Number Three: Requiring Consideration of Village Acquisition of USDA Property if it Becomes Available

- Councilmember Patrick Fiore - YES
- Councilmember Steve Cody - NO
- Vice Mayor Mark Merwitzer - YES
- Councilmember Marsha Matson - YES
- Mayor Karyn Cunningham - NO

Charter Amendment Number Three passed (3-2) with Councilmember Steve Cody and Mayor Karyn Cunningham voting in opposition.

Vote on Charter Amendment Number Four: Establishing Single Member Districts for Council Members

- Councilmember Steve Cody - NO
- Mayor Karyn Cunningham - YES
- Councilmember Marsha Matson - YES
- Councilmember Patrick Fiore - YES
- Vice Mayor Mark Merwitzer - YES

Charter Amendment Number Four passed (4-1) with Councilmember Steve Cody voting in opposition.

Charter Amendment Number Five: Council Term Limits and Waiting Period at Conclusion of Service

Councilmember Patrick Fiore **moved** to amend Charter Amendment Number Five to a term limit to consecutive terms and requiring a four-year period after reaching the applicable term limit. Councilmember Steve Cody **seconded** the motion. **All voted in favor (5-0) of the motion.**

Vote on Charter Amendment Number Five as Amended:

- Councilmember Marsha Matson - YES
- Councilmember Steve Cody - NO
- Mayor Karyn Cunningham - NO
- Vice Mayor Mark Merwitzer - YES
- Councilmember Patrick Fiore - YES

Charter Amendment Number Five passed (3-2) with an amendment with Mayor Karyn Cunningham and Councilmember Steve Cody voting in opposition.

Vote on Charter Amendment Number Six: Limiting Elected Officials' Reimbursements to Actual Expenses

- Councilmember Patrick Fiore - NO
- Mayor Karyn Cunningham - NO
- Vice Mayor Mark Merwitzer - YES
- Councilmember Marsha Matson - YES
- Councilmember Steve Cody - NO

Charter Amendment Number Six failed (2-3) with Councilmember Patrick Fiore, Mayor Karyn Cunningham, and Councilmember Steve Cody voting in opposition.

Vote on Charter Amendment Number Seven: Charter Review Commission Proposals Placed Directly on the Ballot

- Councilmember Steve Cody - NO
- Councilmember Patrick Fiore - NO
- Vice Mayor Mark Merwitzer - YES
- Mayor Karyn Cunningham - NO
- Councilmember Marsha Matson - YES

Charter Amendment Number Seven failed (2-3) with Councilmember Patrick Fiore, Mayor Karyn Cunningham, and Councilmember Steve Cody voting in opposition.

Vote on Charter Amendment Number Eight: Pedestrian, Bicycling, and Golf Cart Facilities in Roadway Improvement Projects

- Vice Mayor Mark Merwitzer - YES
- Councilmember Marsha Matson - YES
- Councilmember Steve Cody - NO
- Mayor Karyn Cunningham - YES
- Councilmember Patrick Fiore - YES

Charter Amendment Number Eight passed (4-1) with Councilmember Steve Cody voting in opposition.

Roll Call Vote on Approval of the Resolution as Amended:

Councilmember Patrick Fiore - YES
Councilmember Steve Cody - NO
Councilmember Marsha Matson - YES
Vice Mayor Mark Merwitzer - YES
Mayor Karyn Cunningham - YES

The **amended Resolution passed (4-1)** with Councilmember Steve Cody voting in opposition.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, EXPRESSING CONCERN REGARDING THE NUMBER AND COMPLEXITY OF PROPOSED CHARTER AMENDMENTS TO BE PLACED ON A SINGLE BALLOT; ACKNOWLEDGING THE POTENTIAL FOR VOTER CONFUSION AND FATIGUE; URGING A MORE DELIBERATE AND TRANSPARENT APPROACH TO CHARTER REVISIONS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 14D was **withdrawn** by the Sponsor, Mayor Karyn Cunningham. There were no objections from the Council.

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING A CONTENT-NEUTRAL POLICY GOVERNING THE VILLAGE'S OFFICIAL SOCIAL MEDIA ACCOUNTS UNDER WHICH THE VILLAGE SHALL NOT POST, PUBLISH, OR DISSEMINATE CONTENT THAT RECOGNIZES, CELEBRATES, COMMEMORATES, OR ACKNOWLEDGES RELIGIOUS HOLIDAYS OR OBSERVANCES; PROVIDING FOR SCOPE AND EXCEPTIONS; PROVIDING FOR IMPLEMENTATION BY THE VILLAGE MANAGER; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano)*

Item 14E was **moved** by Councilmember Steve Cody and **seconded** by Mayor Karyn Cunningham.

Village Manager Nick Marano reported that the intent of the proposed policy was to

treat all faiths equally and explained that, absent adoption of the policy, the Village could face similar issues involving different faiths in the future.

Vice Mayor Mark Merwitzer questioned whether any other municipalities had adopted a similar policy.

Village Manager Nick Marano responded that he was not aware of any other municipality that had adopted a similar policy but explained that the proposed policy was consistent with the default approach generally followed by municipalities.

Village Attorney John Quick reported that he was not aware of another municipality with an identical policy but noted that the Town of Surfside had adopted a policy addressing the display of flags.

Councilmember Marsha Matson questioned whether approval of the Resolution would negate the related ordinance that she sponsored on the similar matter.

Village Attorney John Quick explained that an Ordinance would prevail over a Resolution in the event of a conflict.

Vice Mayor Mark Merwitzer explained a recent example involving the Sheriff of one of the most conservative counties in the state and that had publicly recognized Eid. He stated that the Village was the first and only community, to his knowledge, facing the issue under consideration and expressed his disappointment that the matter had reached this point.

Mayor Karyn Cunningham reiterated her position that the fairest approach would be to eliminate religious postings altogether.

Roll Call Vote on Approval of the Resolution:

Councilmember Patrick Fiore	-	NO
Councilmember Steve Cody	-	YES
Councilmember Marsha Matson	-	NO
Vice Mayor Mark Merwitzer	-	NO
Mayor Karyn Cunningham	-	YES

The **Resolution failed (2-3)** with Councilmember Patrick Fiore, Councilmember Marsha Matson, and Vice Mayor Mark Merwitzer voting in opposition.

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUIRING ENHANCED TRANSPARENCY AND FISCAL ACCOUNTABILITY FOR LEGAL SERVICES AND LITIGATION EXPENDITURES; REQUIRING REGULAR PUBLIC REPORTING OF LEGAL SERVICES AND LITIGATION EXPENDITURES; DIRECTING IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 14F was **deferred** to the Special Council Meeting scheduled for July 20, 2026.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING LITIGATION CHALLENGING THE PROPOSED CONSTITUTIONAL AMENDMENT ENTITLED "SAVE OUR HOMES FROM EXCESSIVE PROPERTY TAXES"; AUTHORIZING THE VILLAGE'S PARTICIPATION AS A PLAINTIFF IN SUCH LITIGATION; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS; DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO CHAD FRIEDMAN, ESQ.; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

Item 14G was **deferred** to the Special Council Meeting scheduled for July 20, 2026.

15. OTHER BUSINESS:

16. ADJOURNMENT: Councilmember Steve Cody made a **motion** to adjourn the meeting. Councilmember Patrick Fiore **seconded the motion. All voted in favor (5-0). The motion passed unanimously.** *The meeting adjourned at 11:20 PM.*

The meeting minutes were approved this 14th day of September, 2026.

Attest:

_____ _____

Mayor Karyn Cunningham Village Clerk Missy Arocha

Public Comments by Form
Regular Council Meeting – Monday, July 7, 2026

GENERAL

Eric Tullberg
7884 SW 179th Terrace
Palmetto Bay just installed 1/2 a mile of 6 feet wide sidewalk on the north side of SW 184 St. They also put in an ADA Ramp at SW 82 Avenue and 115 feet of 6-foot sidewalk west of SW 84 Court.
There is now a continuous sidewalk on both sides of SW 194 Street from Old Cutler Rd. to US-1. Thanks Dio Torres!!!

ITEM 10B

Eric Tullberg
7884 SW 179th Terrace
Combining all Resolutions on the Consent Agenda and limiting any discussion to the General Comment Period is definitely not encouraging public participation.
If required, limit public comment to One Minute. I have found that you can say everything in one minute and that would discourage long winded speeches.

ITEM 11B

Eric Tullberg
7884 SW 179th Terrace
Separating Police Services from the Budget does not provide them with more money. That is why we vote on an annual budget

ITEM 11C

James Woodard
Address is Exempt from the Public Record
I heard one of our residents address the Council recently unable to understand why the Village would not recognize a particular religious event on Village social media. He was Muslim. He got no explanation. I support Item 11.C as it relates to requests made by residents to acknowledge any established religion. What we do for some, we should do for all, or not do for any.

ITEM 11D

James Woodard
Address is Exempt from the Public Record
Item 11.D is well intentioned, but best left to legislation at the County level or above. Our police unit has previously said that they will not enforce Palmetto Bay ordinances and it is unlikely that our code compliance officers will be able to. The training requirement would likely be unenforceable as to non-residents and unlikely to be enforced as to residents. Does the manager and his staff have so little to do that they would be able to set up the school and monitor its success? Would a 15-year-old coming from Cutler Bay be in violation if they had not taken the training? Could they take our training? Palmetto Bay is not an island. Something needs to be done, but this is not the way to do it.

Eric Tullberg
7884 SW 179th Terrace
Florida Statues limit Electric Bicycles to 750 watts (1 hp). The confusion comes in that police cannot readily determine what is an electric dirt bike (E-Moto) or Electric Motorcycle that cannot be ridden on paths, bike lanes or public streets without being registered as an Electric Motorcycle and requiring a license to operate. We need a County or statewide rule that requires a Class 1 - (pedals 20 mph), 2 (throttle 20 mph) or 3 (speedometer 28 mph) Sticker amd prohibits sale of E-Motos.

ITEM 14A

Eric Tullberg
7884 SW 179th Terrace
We have a lot to do - do not set the rate too low. My property taxes are less than half of my house insurance.

ITEM 14D

Eric Tullberg
7884 SW 179th Terrace
We are a Republic, not a Democracy.

ITEM 14E

Eric Tullberg
7884 SW 179th Terrace
Are we going to close for Christmas but not for Eid Al Fitri --- e alpha tur? I find Happy Holidays too politically correct. Tone, it down - don't eliminate it.

ITEM 14E

Eric Tullberg
7884 SW 179th Terrace
We need the money.

AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: September 14, 2026

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 Sept. 2026

Manager's Report

BUILDING & PERMITTING

June

FY2025-2026 Budgeted Projects

- Building Division Software
  - Building Permit and Inspection software building is underway. Expected to launch 2026.

- Building Division
  - Received 303 permits applications.
  - 246 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 620
    - Mechanical: 42
    - Electrical: 94
    - Plumbing: 91
    - Zoning: 92

Total: 939

July

FY2025-2026 Budgeted Projects

- Building Division Software
  - Building Permit and Inspection software building is underway. Expected to launch 2026.

- Building Division
  - Received 284 permits applications.
  - 233 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 565
    - Mechanical: 26
    - Electrical: 105
    - Plumbing: 87
    - Zoning: 55

Total: 783

FINANCE

June

- The expenditures in June 2026 were $1,006,015, 4.44% of the total budget, compared to budgeted expenditures of $1,889,958, a surplus of 3.89 % for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $ 1,889,958 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 $ 15,386,664 or 67.84 % compared to budgeted expenditures of $17,009,622 or 75 %.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
06/10/26	52	DEPARTMENT OF TREASURY	FEDERAL WITHHOLDING PAYMENT	$ 48,656.75
06/10/26	53	MISSIONSQUARE RETIREMENT	PENSION PLAN PAYMENT	$ 44,381.58
06/26/26	56	FLORIDA MUNICIPAL INSURANCE	Q4 INSURANCE PAYMENT	$ 224,375.00
06/24/26	57	DEPARTMENT OF TREASURY	FEDERAL WITHHOLDING PAYMENT	$ 52,534.96
06/24/26	58	MISSIONSQUARE RETIREMENT	PENSION PLAN PAYMENT	$ 44,467.07
06/05/26	49856	BEEFREE, LLC.	4VEHICLES 1088.08-1144.0 HOURS	$ 39,334.09
06/05/26	49864	HARTEC GROUP, INC.	PAVING AND DRAINAGE IMPROVEMENTS - SUB-BASIN 12	$ 271,040.61
06/05/26	49869	OFFICE OF THE SHERIFF OF MDC	VOPB LOCAL PATROL MAY 2026	$ 850,266.98
06/10/26	49923	VILLAGE OF PALMETTO BAY	PPE 06/12/26	$ 143,570.69
06/12/26	49935	OFFICE OF THE SHERIFF OF MDC	SCG OPTIONAL - MAY 2026	$ 19,308.50
06/12/26	49944	WEISS SEROTA HELFMAN	006-1 YACHT CLUB AT LUXCOM-BERT HARRIS CLAIM	$ 31,579.91

06/12/26	49944	WEISS SEROTA HELFMAN	015 GENERAL MUNICIPAL	$ 29,155.28
06/12/26	49944	WEISS SEROTA HELFMAN	033 COASTLAND RESIDENTIAL ET AL MOBILITY AND PARK	$ 23,812.50
06/24/26	50020	VILLAGE OF PALMETTO BAY	PPE 06/26/26	$ 162,102.15
06/26/26	50025	ENTERPRISE FM TRUST	FLEET CHARGE - JUNE	$ 14,826.89
06/26/26	50074	PIMENTEL CONSTRUCTION GROUP	SIDEWALK IMPROVEMENTS - SW 184 STREET	$ 57,356.25

FINANCE

July

- The expenditures in July 2026 were $1,789,145, 7.89% of the total budget, compared to budgeted expenditures of $1,889,958, a surplus of .44 % for the month. There were three payrolls in July elevating the monthly percentages. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $ 1,889,958 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 $ 17.225,048 or 75.94 % compared to budgeted expenditures of $ 18,899,580 or 83.33 %.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
7/8/2026	59	MISSIONSQUARE RETIREMENT	PENSION PLAN PAYMENT	$ 45,165.32
7/8/2026	60	DEPARTMENT OF TREASURY	FEDERAL WITHHOLDING PAYMENT	$ 53,469.92
7/22/2026	63	DEPARTMENT OF TREASURY	FEDERAL WITHHOLDING PAYMENT	$ 55,126.64
7/22/2026	64	MISSIONSQUARE RETIREMENT	PENSION PLAN PAYMENT	$ 45,549.00
7/24/2026	65	FLORIDA MUNICIPAL INSURANCE	FINAL AUDIT REFUND (CHECK RECEIVED 7/22)	$ 33,290.00
7/2/2026	50104	CURATIVE INSURANCE COMPANY	HEALTH INSURANCE-JULY 2026	$ 78,034.11
7/2/2026	50110	Institute for Regional Conserv	THE WOODS - PHASE 1	$ 35,200.00

7/8/2026	50120	VILLAGE OF PALMETTO BAY	PPE 07/10/26	$ 165,268.75
7/10/2026	50124	BEEFREE, LLC.	4 TESLA / 1,144 SH	$ 41,355.60
7/10/2026	50130	HARTEC GROUP, INC.	PAVING AND DRAINAGE IMPROVEMENTS - SUB-BASIN 12	$ 110,973.49
7/10/2026	50135	OFFICE OF THE SHERIFF OF MDC	VOPB LOCAL PATROL JUNE 2026	$ 821,461.56
7/10/2026	50172	PIMENTEL CONSTRUCTION GROUP	SW 92 AVENUE ROADWAY IMPROVEMENTS	$ 26,992.95
7/17/2026	50192	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 24/25	$ 13,700.50
7/17/2026	50195	ENTERPRISE FM TRUST	ENTERPRISE - JULY 2026	$ 13,314.53
7/17/2026	50198	HARTEC GROUP, INC.	CRP PARKING LOT DRAINAGE	$ 24,850.00
7/17/2026	50207	PITTMAN DESIGN, LLC.	SW152 STREET OCR TRAFFIC CIRCLE ART PALMETTO RISIN	$ 30,000.00
7/17/2026	50216	WEISS SEROTA HELFMAN	006-1 YATCH CLUB AT LUXCOM-BERT HARRIS CLAIM	$ 21,459.10
7/17/2026	50216	WEISS SEROTA HELFMAN	033 COASTLAND RESIDENTIAL ET AL-MOBILITY AND PARK	$ 13,633.62
7/17/2026	50216	WEISS SEROTA HELFMAN	015 GENERAL MUNICIPAL	$ 40,192.90
7/17/2026	50229	Institute for Regional Conserv	PRESCRIBED FIRE AT CRP PINELAND	$ 19,600.00
7/22/2026	50245	VILLAGE OF PALMETTO BAY	PPE 07/24/26	$ 169,248.98
7/24/2026	50248	CURATIVE INSURANCE COMPANY	HEALTH INSURANCE MAY 2026	$ 80,934.78
7/24/2026	50254	WAYPOINT CONTRACTING, INC.	VETERANS PARK - PHASE 1	$ 101,222.50
7/31/2026	50260	CURATIVE INSURANCE COMPANY	HEALTH INSURANCE AUG 2026 ($10,000 CREDIT APP)	$ 71,198.48
7/31/2026	50291	Rep services, Inc	PURCHASE BENCHES & TRASH RECEPTACLES FOR BUS STOPS	$ 38,197.60

IT DEPARTMENT

June

1. Help desk statistics:
    a. 429 work orders received.
        i. 104 (24%) submitted by system, infrastructure, and cybersecurity alerts.
        ii. 23 (5%) auto-created by our preventative maintenance schedules.
        iii. 304 (71%) submitted by staff and elected officials.
    b. 465 work orders were closed. 98% closure rate.

July

1. Help desk statistics:
    a. 405 new work orders received.
        i. 113 work orders received.
        ii. 24 (6%) submitted by system, infrastructure, and cybersecurity alerts.
        iii. 268 (66%) auto-created by our preventative maintenance schedules.
        iv. 304 (71%) submitted by staff and elected officials.
    b. 385 work orders were closed. 95% closure rate.
2. presented the Village at the FLGISA.org annual conference AND received my Certified Government Chief Information Officer certificate.
3. Supported the Village Manager's Emergency Preparedness Tabletop Exercise.

Upcoming Goals

1. Project: Implementation of a centralized print server to reduce trivial help desk tickets
2. Project: Implementation of an enterprise AI/LLM platform for retrieval-augmented generative AI tasks.
3. Selection of a zero-trust networking platform for greater cybersecurity protection.

HUMAN RESOURCES

June

- 0 Recruitment Ad(s)
- 15 Applications Reviewed
- 3 Interviews scheduled
  - Multimedia Specialist
- 3 Pre-Employment Meetings
- 24 New Hire(s)
  - 1 – Parks & Recreation Supervisor
  - 1 - Recreation Attendant
  - 1 – Passport Acceptance Agent
  - 1 – Site Supervisor (Summer Camp - Seasonal)
  - 1 – Custodian (Summer Camp - Seasonal)
  - 19 – Camp and Jr. Camp Counselors (Summer Camp - Seasonal)
- 2 Training Sessions
- 1 Separations of Employment
- 3 Transfers/Updates/Evaluations

July

- 1 Recruitment Ad(s)
  - Park Service Aide
- 0 Applications Reviewed
- 0 Interviews scheduled
- 0 Pre-Employment Meetings
- 2 New Hire(s)
  - 1 – Recreation Attendant
  - 1 – Media Specialist
- 4 Training Sessions
- 1 Separations of Employment
- 16 Transfers/Updates/Evaluations

- Staffing Update as of 8/13/2026

VACANCY DETAIL		
Department	**Position**	**Additional Comments**
Active Recruitments		
Parks & Recreation	Park Service Aide- PT (4)	7/30/2026 – 8/28/2026
	Total Active Recruitments- PT	**4**
	Total Active Recruitments- FT	**0**
	Total Active Recruitments	**4**
Positions on Hold		
HR & Communications	Video Production Specialist	On hold.
Finance	Cashier- FT (1)	On hold; currently filled by temp.
Village Clerk	Administrative Assistant- FT (1)	On hold.
Planning & Zoning	Zoning Administrator- FT (1)	On hold; to be substituted by an Admin. Asst. position.
Public Services	Tree Trimmer- FT (1)	On hold.
	Maintenance Worker I (Facilities) – FT (2)	On hold.
Parks & Recreation	Maintenance Worker I – FT (1)	1 on hold; 1 replaced as PT Recreation Attendant
	Parks & Recreation Supervisor- FT (1)	On hold.
	Parks & Recreation Superintendent- FT (1)	On hold.
	Total On-Hold- PT	**1**
	Total On-Hold- FT	**9**
	Total On-Hold	**10**

COMMUNICATIONS

June

- 64 FB/Twitter Postings (including event and meeting postings)

Followers		
Facebook = 12,001 86 new FB followers	**Instagram = 10,827** 279 new IG followers	**Email = 9,286** 33 new Email subscribers

- 7 Videos Produced:
  - Baybrief June Council Meeting reel – posted June 3
  - Baby Turtles at Paradise Point reel – posted June 25
  - Coral Reef Recreation Center video – posted June 26
  - Veterans Park video – in production
  - Evolution of the U.S. Flag – in production
  - July 4th Message – in production
  - Shop Palmetto Bay – in production

- 2 Village Vibes Bi-Weekly E-Newsletters
  - 6/06 Village Vibes
  - 6/20 Village Vibes

- 22 Promotional/Informational Campaigns – **23 Posts**
  - Hurricane Preparedness – 1
  - Sunset Eats – 4
  - Farmer's Market (closed for summer) – 1
  - School Supply Drive – 1
  - Gardening Workshops – 1
  - Homeowner resources w/ Calatayud- 1
  - CRP Rec Center Programs – 2
  - Prescribed burn – 3
  - Summer Camp – 2
  - YMCA Aquatic Center – 1
  - Walkthrough Wednesday – 2
  - Blood Donation at Village Hall – 1
  - 2026 Elections – 1

- Meetings Broadcast: **4**
  - 6/1 Regular Council Meeting
  - 6/15 Special Council Meeting, Local Planning Agency Meeting, and Zoning Hearing
  - 6/18 Public Workshop regarding Palmer Trinity School
  - 6/23 First Budget Workshop

- Events Attended/Promoted:
  - 6/1 Rising Start Ribbon Cutting
  - 6/2 Everglades Foundation Retreat at Coral Reef Rec Center
  - 6/5 Palmetto Bay Business Association (PBBA)
  - 6/5 Street Naming – Greg Zawyer
  - 6/12 Grocery Drive with Caring for Miami

- Baybot User Interactions
  - Users – 196
  - Inquiries – 242

July

- 78 FB/Twitter Postings (including event and meeting postings)

Followers		
Facebook = 12,092 91 new FB followers	**Instagram = 11,103** 276 new IG followers	**Email = 9,331** 45 new Email subscribers

- 9 Videos Produced:
  - 4th of July – posted 7/4
  - Property Tax – posted 7/14, reposted 7/17
  - Palmetto Bay's Parks Green Flags pt 1 – posted 7/24
  - National Night Out – posted 7/24
  - Palmetto Bay's Parks Green Flags pt 2 - 7/28
  - Kids Town Hall – posted 7/29
  - Water Safety – posted 7/30
  - Bridge Satefty – posted 7/31
  - Palmetto Bay's Parks Green Flags pt 3 - posted 7/31

- 2 Village Vibes Bi-Weekly E-Newsletters
  - 7/4 Village Vibes
  - 57/18 Village Vibes – Programs & Events

- 22 Promotional/Informational Campaigns – **49 Posts**
  - Hurricane Preparedness – 2
  - Prescribed Burn – 5
  - YCITF – 1
  - Core & Stretch – 1
  - PBP Cleanup – 3
  - Elections – 1
  - TConnect – 1
  - NNO – 3
  - Senior's Day - 2
  - Sunset Eats – 1
  - Gardening Workshop – 1
  - 87 Ave Bridge – 2
  - Senior Uber Workshop – 2
  - Property Tax – 5
  - Water Safety – 3
  - PB Connect – 1
  - Permit Law – 1
  - Walkthrough Wed - 1
  - PB Parks – 2
  - Summer Camp (PB and Kia Kids) – 3
  - Adopt-a-Pet – 1

- Meetings Broadcast: **5**
  - 7/6 Attorney Client Session & Regular Council Meeting
  - 7/8 Community workshop for Alexander Montessori School
  - 7/14 Virtual COW
  - 7/20 Special Council Meeting & Budget Workshop
  - 7/23 Emergency Special Council Meeting & Attorney Client Session

- Events Attended/Promoted: **3**
  - 7/28 Kids Town Hall
  - 7/29 Kia Kids Summer Camp

- Baybot User Interactions
  - Users – 208
  - Inquiries – 279

GRANTS

June

- New Grant Applications (0)

- Grants Approved (0)

- Closed Grants (0)

- Active Grants (15)
  - FDEM Florida Recovery Obligation Calculation (F-ROC) – 2026 season underway
  - FDEP Resilient Florida – Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – closeout and final request for reimbursement submitted February 2026
  - FDOT Public Transit Service Development Grant – On-Demand Transit Service – contract fully executed November 2025, two additional FreeBee vehicles scheduled for February 2026, pending detailed invoice for RFR
  - FRDAP Coral Reef Park Trail Renovations-Recreational Trails Program (RTP) – closeout package in review by agency
  - Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development – preparing closeout
  - Sub-Basins 12/42 Stormwater Improvements – pending reimbursement request
  - Sub-Basin 43 (Hazard Mitigation Grant Program) – Phase 1's final reimbursement received, pending Phase 2 contract
  - Sub-Basin 43 (State Appropriation)
  - Sub-Basin 44 (State Appropriation) – reimbursement request in progress
  - Sub-Basins 57/96 (State Appropriation) – closeout and reimbursement request in progress

- Transportation Planning Organization – Multimodal Transportation Master Plan – grant closeout submitted March 30, in review by agency
- USTA Tennis Facility Grant – Coral Reef Park Fencing – pending reimbursement and press release
- Village Council's Palmetto Bay "Adopt-A-Pet" Council Program – program in progress
- Village Council's Senior Assistance for Veterinary Emergencies (SAVE) Council Program – program in progress
- Veterans Park Phase 1 Appropriation

July

- New Grant Applications (0)
- Grants Approved (0)
- Closed Grants (0)
- Active Grants (15)
  - FDEM Florida Recovery Obligation Calculation (F-ROC) – 2026 season underway
  - FDEP Resilient Florida – Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – closeout and final request for reimbursement submitted February 2026, updates submitted 731
  - FDOT Public Transit Service Development Grant – On-Demand Transit Service – contract fully executed November 2025, two additional FreeBee vehicles scheduled for February 2026, RFR 1 submitted
  - FRDAP Coral Reef Park Trail Renovations-Recreational Trails Program (RTP) – closeout package in review by agency
  - Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development – preparing closeout
  - Sub-Basins 12/42 Stormwater Improvements – pending reimbursement request
  - Sub-Basin 43 (Hazard Mitigation Grant Program) – Phase 1's final reimbursement received, pending Phase 2 contract
  - Sub-Basin 43 (State Appropriation)
  - Sub-Basin 44 (State Appropriation) – reimbursement request in progress
  - Sub-Basins 57/96 (State Appropriation) – closeout and reimbursement request in progress
  - Transportation Planning Organization – Multimodal Transportation Master Plan – grant closeout submitted March 30, in review by agency
  - USTA Tennis Facility Grant – Coral Reef Park Fencing – pending reimbursement and press release
  - Village Council's Palmetto Bay "Adopt-A-Pet" Council Program – program in progress
  - Village Council's Senior Assistance for Veterinary Emergencies (SAVE) Council Program – program in progress
  - Veterans Park Phase 1 Appropriation - action plan in review, pending reimbursement.

PARKS & RECREATION

June & July

Palmetto Bay Park

- Ballet at the Park Summer Camp Week of July 27, 2026
- Ballet at the Park Summer Camp Week of July 27, 2026
- Ballet at the Park: Fridays-Adult and Private Lessons 12-6p
- I9 Sports: Saturdays & Sundays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm-8:30pm
- Bay Lions Soccer Club: Tuesdays, Thursdays & Fridays 4pm-6pm (July)
- Travel Softball: Stingrays: Mon-Friday 4pm,6pm, & 8pm
- Baptist Health Senior Stretch Exercise Class: Monday June 1, 10:30am & 11:30am
- Palmetto Bay Park Pine Rockland Volunteer Clean Up, July 18, 8:30am
- Tax Collector TConnect Mobile Unit, July 28, 9am-4pm
- Sunset Eats, Thursdays, 5:30pm-9:30pm
- Pickleball Reservations: **0**
- Total Softball Games: **6**
- Total Softball Practices:**78**
- Total Pavilion/Rec Room Rentals: **23**

Coral Reef Park

- Pickleball Reservations: 370
- Tennis Court Rentals: 1420
- USTA Tennis Leagues:
- Picnic Areas/Pavilion/Gazebo Rentals: 28
- Baurball Soccer training, Weekdays 4pm - 6pm
- Beast Volleyball Tuesday, Thursday and Friday, 5-630pm
- Palmetto Bay Summer Camp: June 8 – July 31 8am-6pm: **216**
- Palmetto Bay Tennis Camp: June 8 - August 4 9am-12pm: **84**
- Senior's Day Out to the Movies (CRP departure location), July 9, 11:15am-3pm
- Kids Town Hall with Mayor Cunningham, July 28, 2pm
- Mahjong Group: average of 8 per session
- Knitting Group: average of 10 per session
- Discovery Lab Summer Camp: **34**

Fee Waivers- Requested and Granted in June & July 2026

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
Rising Start Foundation	Fridays, June 12,9,26 & July 10, 2026	9am-3pm	EAF Community Room & CRP Rec Center-Bay Room	Summer Camp Activity	$ 2,480.00	6/5/2026

Vocal Youth Miami	Wednesday & Thursday, June 10 & 11, 2026	9am-3pm	EAF Community Room	Student Internship Orientation	$ 978.00	6/5/2026
Sprout Up	Saturday, June 27th, 2026	9am-1pm	EAF Community Room	Free Women's Community Event	$ 485.00	6/5/2026
Jack & Jill of America	Sunday, June 28th, 2026	10am-3pm	Perrine Community House	Retreat Meeting	$ 602.00	6/22/2026
PBA Booster Club	Saturday, April 24, 2027	12pm-8pm	EAF Community Room	Spring Dance	$ 753.00	6/25/2026
PBA Booster Club	Saturday, April 24, 2027	12pm-8pm	EAF Amphitheater	Spring Dance	$ 900.00	6/25/2026
Jack & Jill of America	Sunday, August 9th, 2026	9am-5pm	EAF Community Room	Planning Meeting	$ 653.00	7/8/2026
Be Strong International	Friday, July 31st, 2026	8:30am-1:30pm	EAF Community Room	New Staff Orientation	$ 602.00	7/14/2026
Exuma Community Youth Marching Band	Mon. 7/20-Sat. 7/25 2026	9am-12pm	PBP Field	Band Rehearsal	$ 275.00	7/15/2026
Miami Dade County Public School	Tuesday, August 4, 2026	8am-2:30pm	EAF Community Room	Professional Meeting	$ 494.00	7/16/2026

Perrine Community House

Perrine Community House Activity – June & July 2026			
Date	Type of Use	Name of Group	Attendance
6/8	Program	Baptist Senior Stretch Chair Exercise Class	22/15
6/15	Program	Baptist Senior Stretch Chair Exercise Class	21/13
6/22	Program	Baptist Senior Stretch Chair Exercise Class	23/20
6/29	Program	Baptist Senior Stretch Chair Exercise Class	26/14
7/6	Program	Baptist Senior Stretch Chair Exercise Class	26/13
7/13	Program	Baptist Senior Stretch Chair Exercise Class	12

7/20	Program	Baptist Senior Stretch Chair Exercise Class	19/12
7/27	Program	Baptist Senior Stretch Chair Exercise Class	18/13
6/27/26	Waiver	Sprout Up	60
6/28/26	Waiver	Jack and Jill	15
7/31/26	Waiver	Be Strong Intl	12

Ludovici Park

Ludovici Park Activity – June & July 2026			
Date	Type of Use	Name of Group	Attendance
5/6/26	Program	Baptist Pilates Core & Stretch	17
5/13/26	Program	Baptist Pilates Core & Stretch	18
5/14/26	Program	Senior Spring Fling	37
5/20/26	Program	Baptist Pilates Core & Stretch	15
5/27/26	Program	Baptist Pilates Core & Stretch	15
5/1/26	Rental	Sergios Birthday Party	35
5/2/26	Waiver	Casa Italia	20
5/3/26	Program	Yoga by the Bay	15
5/4/26	Waiver	Cutler Bay Community Theater	15
5/5/26	Waiver	Musicore	20
5/6/26	Waiver	VPB Library Teen Advisory	15
5/9/26	Waiver	Casa Italia	20
5/11/26	Waiver	Cutler Bay Community Theater	15
5/12/26	Waiver	Musicore	20
5/13/26	Waiver	VPB Library Teen Advisory	15
5/14/26	Waiver	VPB Library Coloring Class	15
5/16/26	Waiver	Casa Italia	20
5/16/26	Waiver	VPB Library Yoga Class	30
5/18/26	Waiver	Cutler Bay Community Theater	15

5/19/26	Waiver	Musicore	20
5/20/26	Waiver	VPB Library Teen Advisory	15
5/21/26	Waiver	VPB Adult Book Club	15
5/21/26	Waiver	CFChurch Director Meeting	6
5/25/26	Waiver	Cutler Bay Community Theater	15
5/26/26	Waiver	Garden Club	35
5/27/26	Rental	7th Grade Reset Retreat	25
5/28/26	Waiver	VPB Library Coloring Class	15
5/30/26	Rental	Diaz Graduation	40
5/31/26	Waiver	13U Pink Venom	20

Thalatta Estate

Thalatta Estate Activity – June & July 2026			
Date	Type of Use	Name of Group	Attendance
6/3	Program	Baptist Pilates Core Class	12
7/1	Program	Baptist Pilates Core Class	14
7/8	Program	Baptist Pilates Core Class	10
7/15	Program	Baptist Pilates Core Class	13
7/22	Program	Baptist Pilates Core Class	12
7/29	Program	Baptist Pilates Core Class	13
6/1/26	Waiver	Cutler Bay Community Theater	15
6/3/26	Waiver	VPB Library Teen Advisory	15
6/7/26	Waiver	FAMUNNA Brunch	40
6/8/26	Waiver	Cutler Bay Community Theater	15
6/10/26	Waiver	Vocal Youth	16
6/10/26	Waiver	VPB Library Teen Advisory	15
6/11/26	Waiver	Vocal Youth	16
6/11/26	Waiver	VPB Library Coloring Class	15
6/12/26	Waiver	Raising Start	25
6/15/26	Waiver	Cutler Bay Community Theater	15

6/17/26	Waiver	VPB Library Teen Advisory	15
6/18/26	Waiver	VPB Adult Book Club	15
6/19/26	Waiver	Raising Start	25
6/20/26	Waiver	Make a Way Ministries	30
6/22/26	Waiver	Cutler Bay Community Theater	15
6/24/26	Waiver	VPB Library Teen Advisory	15
6/25/26	Waiver	VPB Adult Book Club	15
6/26/26	Waiver	Raising Start	25
6/29/26	Waiver	Cutler Bay Community Theater	15
7/1/26	Waiver	VPB Library Teen Advisory	15
7/6/26	Waiver	Cutler Bay Community Theater	15
7/7/26	Waiver	Musicore	16
7/8/26	Waiver	VPB Library Teen Advisory	15

September 2026 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet at the Park: Monday – Friday 4-8p
- I9 Sports: Saturdays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm-8:30pm
- Juventus Soccer Club:Mondays, Wednesday, Saturday, Sunday.
- Bay Lions Soccer Club: Tuesday, Thursday, Friday
- 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: Mon-Friday 6pm & 8pm;
- Baptist Health Senior Stretch Exercise Class: Mondays, 10:30am & 11:30am
- Sunset Eats, Thursdays, 5:30pm-9:30pm

Coral Reef Park

- Palmetto Bay Soccer season starts: August 31st 4pm – 7pm (Games Start Friday, Sept. 11th
- Bay Lions Soccer Club season starts August 10th 430p – 7pm (Games are Sundays)
- Howard Palmetto Baseball (T-Ball) Saturdays 830am and 10am, (Games start on September 12th)
- Orange Ball and Green Ball Tennis, Tuesdays and Thursdays, (4pm – 630pm) Starts on September 1st.
- Baurball Soccer Training, Weekdays 4pm - 6pm
- Beast Volleyball Tuesday, Thursday and Friday, 5-7pm

- Palm Coast Volleyball Wednesday and Friday, 5 – 7pm
- Brava Volleyball Monday, Wednesday 9am-11am. Monday 4-7pm
- TTT Fitness, Monday - Thursday, Saturday 9am-10am and 5pm-6pm

Perrine Community House

- 0 Rental
- 0 Waiver
- 2 Program
- 0 Event

Thalatta Estate

- 0 Rental
- 0 Rehearsal
- 2 Photoshoot
- 0 Event
- 4 Programs
- 5 Waiver

Ludovici Park

- Cutler Bay Community Theater – Mondays, 6/9 at 7pm
- Musicore – first, second and third Tuesdays of the month and second and forth Thursdays of the month at 4-6 PM
- VPB Library Teen Advisory – every Wednesday at 4pm
- VPB Library Coloring – Second and fourth Thursday of the month at 5PM
- VPB Library Adult Book Club - Third Thursday of the month at 3PM
- Garden Club – fourth Tuesday of the month @ 6 PM
- Core and Stretch Class – every Wednesday @ 10:30am
- Senior Summer Soiree, September 3, 11:30am-1:30pm

Park Projects

Palmetto Bay Park Irrigation Redesign – Calvin Giordano

- RFP Released April 14, 2026
- Pre-Submission Meeting April 28, 2026
- Last Day for Questions May 5, 2026
- Bid Opening May 15, 2026 @ 11am
- No Bids Received
- Release ITB May 26, 2026
- Non-Mandatory Pre-Bid Meeting June 2, 2026
- Bids Due June 26, 2026
- Approved by Council July 2026
- Contract executed August 2026
- Met on site with Contractor- coordinating timeline and start date

Coral Reef Park Pineland - IRC

- Prescribed burn: successfully completed

The Woods

- Phase I FY 25-26 budget- $250,000
- Phase I Approved on 11-3-25 IRC to proceed at a cost of $194,500; execution of contract in process
- PO approved for purchasing of benches, trash receptacles, signs, and pet waste stations
- Community Workshop held December 6, 2925, 1:00pm at the Perrine Community House
- IRC - Currently working on Phase 1 Required Components
- Tree permit approved and work resumes March 23, 2025
- Work in Process as scheduled
- April 30, 2026- Volunteer Planting and clean-up day
- Benches, Trash Receptacles and Dog Waste Stations- August 2026
- Trail (South end) – August 2026

Veteran's Park

- Approved and awarded to Waypoint Construction April 2026
- Groundbreaking Event- May 26, 2026
- Work in Progress

Pickleball Center

- Council approved Construction of Design Build Indoor Pickleball Center-
- Contract for Build-Out (Waypoint) executed 9-2025; site work began and leveling of fill 10/2025
- Management/Operations (Diadem) approved by Council 9/17/2025
- Design and permitting in Progress
- Currently under construction
- Steel Building on site
- Work in Progress

Skate Park – Palmetto Bay Park

- Proposal approved by Village Council 6/2/25
- Design 9/12/2025
- Community Meetings held November 6, 2025, and December 10, 2025 -6pm at PBP Input to be evaluated and revised design processed and shared
- Staging and mobilization Spring 2026 and estimated completion December 2026

Thalatta Enclosed Pavilion Design

- 2/25 - Procure professional consultant for design of enclosed pavilion
- 3/4/25 On-site meeting with Chisholm Architects
- 3-12-25 Received Proposal from Chisholm Architects
- Chisholm Architects working on project
- NTP issued; 40% of Phase 1 completed
- Chisholm currently in discussion with SFWMD
- SFWMD requested updated survey-quotes in process
- Survey Completed
- Pending meeting on site with Chisholm

Coral Reef and Palmetto Bay Parks Asphalt Trail Rehab

- Invitation to bid issued and five (5) bids received
- Recommended vendor approved by Village Council 6/2/25
- Contractor sent notice he will not be able to follow through with proposal.
- In communications with the second lowest bidder
- Approval for second lowest bidder presented to Village Council at the March meeting.
- Phoenix Concrete approved by Village Council on March 2, 2026
- Execution of contract March 19, 2026
- Contract Canceled
- Issuing new ITB May 26, 2026
- Non-Mandatory Pre-Bid Meeting June 2, 2026
- Bids received 9 on June 11, 2026
- To Council for Approval July 2026
- Contract executed and NTP- August 2026

PUBLIC SERVICES

June

Department/Division: Public Services													
Service Description	October	November	December	Qtr. 1 Oct. - Dec.	Jan	Feb	Mar	Qtr. 2 Jan-Mar	April	May	June	Qtr 3 Apr-June	Fiscal Year to Date FY 2025-2026
STREET AND ROW MAINTENANCE													
Signs Repaired/ Installed	4	5	3	12	6	62	8	76	14	39	31	84	176
Graffiti Removal	0	0	0	0	0	1	0	1	3	2	3	8	11
Pothole/ Shoulder Repairs	5	6	5	16	8	5	4	17	12	5	2	19	56
Debris/ Trash Removal (TN)	15.01	26.9	9.48	51.39	6.98	11.12	30.51	48.61	32.4	13.16	24.01	69.57	198.69
TOTAL STREET & ROW MAINT.	**24.01**	**37.9**	**17.48**	**79.39**	**20.98**	**79.12**	**42.51**	**142.61**	**61.4**	**59.16**	**60.01**	**180.57**	**441.69**
STREET AND ROW INSTALLATION													
Sidewalks (linear ft.)	0	780	1207	1987	1065	165	0	1,230	113	197	155	465	3,682
Paving (linear ft.)	0	0	0	0	5060	4096	0.00	9,156	1484	0	60	1,544	10,700
Trees Planted (EA)				0			29.00	29				0	44
TOTAL STREET & ROW INST.	**0**	**780**	**1207**	**1987**	**6125**	**4,261**	**0**	**10,386**	**1,597**	**0**	**215**	**1,812**	**14,382**
STORMWATER													
Drain Cleaning/ Repairs	83	52	74	209	59	86	95	240	62	97	127	286	866
Catch Basin	61	52	33	146	54	40	94	188	59	82	111	252	703
Outfalls	3	0	32	35	0	1	0	1	1	11	5	17	55
Linear Feet Pipe	6428	1601	6677	14706	1320	4955	2623	8898	1323	3324	5696	10343	36775
Canal Cleaning/ Clearing (Linear Feet)	0	0	0	0	0	0	0	0	7874	0	0	7874	7874
Flooding Investigations & Resolutions	3	0	0	3	1	0	0	1	2	1	2	5	10
Complaints Reported to MDC	1	10	9	20	4	2	3	9	5	3	2	10	40
TOTAL STORMWATER ACTIVITIES	**6579**	**1,705**	**6825**	**6579**	**1438**	**5084**	**2815**	**9337**	**9326**	**3518**	**5943**	**18787**	**37783**
INSPECTIONS													
Sidewalks/ Driveways	13	17	35	65	10	18	7	35	21	29	31	81	191
Paving/ Drainage	32	30	20	82	9	11	5	25	16	18	22	56	190
TOTAL INSPECTIONS	**45**	**47**	**55**	**147**	**19**	**29**	**12**	**60**	**37**	**47**	**53**	**137**	**381**
Total Complaints in the month reported to MDC	12	11	9	32	4	2	3	9	5	3	2	10	52

Capital Projects

- Coral Reef Park Parking Lot Drainage Improvement Project (East of Tennis Courts) is complete.
- Localized Drainage Improvement Project to start in July, had to wait on our VPB Permit; with work scheduled to start at SW 80TH Avenue location, west of Coral Reef Elementary.
- Thalatta Electrical Repairs, pushed to July, must wait on delivery of materials ordered.
- Finalizing quotes receipt for Award of additional on street parking along SW 174TH Street, East of US1.
- Will request engineering design fee proposals for the redesign of SW 95TH Avenue, from existing condition (Two-way traffic with parallel on street parking) to One Way Traffic with diagonal parking.
- SW 184TH Street Sidewalk Gap Project is now complete.
- Sub Basin 12 (On-going), most of the French Drain Trunk Line has been installed. Currently about 60% complete.

Upcoming Projects

- Will request that Contractor submit Shop Drawings for additional Sub Basin 12 structures and for Sub Basin 42, for review and approval. Continue working on Sub Basin 12 and plan to Start Sub Basin 42 around late August/September.
- Install benches as part of Mayor's beautification initiatives

- Will take Public Services Parking Lot Improvement Project Recommendation of Award to Regular Council Meeting for approval.
- Identifying Traffic Calming Install Locations (On-hold) for FY25-26
- Follow up with Miami Dade County about possible funding for SW 82ND Avenue Bike Lane Project.
- Pending Final SFWMD Permit Approval, will work with procurement to advertise ITB for Coral Reef Park Boat Ramp Improvement Project.
- SW 174 on street parking may need to Advertise as an ITB, final 3 quotes are coming back higher than $25K threshold.

July

Department/Division: Public Services															
Service Description	October	November	December	Qtr. 1 Oct. - Dec.	Jan	Feb	Mar	Qtr. 2 Jan-Mar	April	May	June	Qtr 3 Apr-June	July	Qtr. 4 July-Sept	Fiscal Year to Date FY 2025-2026
STREET AND ROW MAINTENANCE															
Signs Repaired/ Installed	4	5	3	12	6	62	8	76	14	39	31	84	4	4	176
Graffiti Removal	0	0	0	0	0	1	0	1	3	2	3	8	2	2	11
Pothole/ Shoulder Repairs	5	6	5	16	8	5	4	17	12	5	2	19	4	4	56
Debris/ Trash Removal (TN)	15.01	26.9	9.48	51.39	6.98	11.12	30.51	48.61	32.4	13.16	24.01	69.57	29.12	29.12	198.69
TOTAL STREET & ROW MAINT.	**24.01**	**37.9**	**17.48**	**79.39**	**20.98**	**79.12**	**42.51**	**142.61**	**61.4**	**59.16**	**60.01**	**180.57**	**39.12**	**39.12**	**441.69**
STREET AND ROW INSTALLATION															
Sidewalks (linear ft.)	0	780	1207	1987	1065	165	0	1,230	113	197	155	465	0	0	3,682
Paving (linear ft.)	0	0	0	0	5060	4096	0.00	9,156	1484	0	60	1,544	0	0	10,700
Trees Planted (EA)				0			29.00	29				0	15	15	44
TOTAL STREET & ROW INST.	**0**	**780**	**1207**	**1987**	**6125**	**4,261**	**0**	**10,386**	**1,597**	**0**	**215**	**1,812**	**0**	**0**	**14,382**
STORMWATER															
Drain Cleaning/ Repairs	83	52	74	209	59	86	95	240	62	97	127	286	131	131	866
Catch Basin	61	52	33	146	54	40	94	188	59	82	111	252	117	117	703
Outfalls	3	0	32	35	0	1	0	1	1	11	5	17	2	2	55
Linear Feet Pipe	6428	1601	6677	14706	1320	4955	2623	8898	1323	3324	5696	10343	2828	2828	36775
Canal Cleaning/ Clearing (Linear Feet)	0	0	0	0	0	0	0	0	7874	0	0	7874	0	0	7874
Flooding Investigations & Resolutions	3	0	0	3	1	0	0	1	2	1	2	5	1	1	10
Complaints Reported to MDC	1	10	9	20	4	2	3	9	5	3	2	10	1	1	40
TOTAL STORMWATER ACTIVITIES	**6579**	**1,705**	**6825**	**6579**	**1438**	**5084**	**2815**	**9337**	**9326**	**3518**	**5943**	**18787**	**3080**	**3080**	**37783**
INSPECTIONS															
Sidewalks/ Driveways	13	17	35	65	10	18	7	35	21	29	31	81	10	10	191
Paving/ Drainage	32	30	20	82	9	11	5	25	16	18	22	56	27	27	190
TOTAL INSPECTIONS	**45**	**47**	**55**	**147**	**19**	**29**	**12**	**60**	**37**	**47**	**53**	**137**	**37**	**37**	**381**
Total Complaints in the month reported to MDC	12	11	9	32	4	2	3	9	5	3	2	10	1	1	52

Capital Projects

- Sub Basin 12 French Drain trunk line installation nearly complete. Sub Basin 42 construction anticipated to start around late September or October.
- Installation of benches & trash cans, as part of Mayor's beautification initiatives, now complete.
- Public Services Parking Lot Improvement Project Recommendation of Award was approved by Council. Procurement has prepared contract and it has been sent out to contractor, and we are awaiting contract execution and VPB Permit, to issue NTP.
- Identifying Traffic Calming Install Locations (On-hold) for FY25-26.
- We have had multiple follow up meetings with Miami Dade County about possible funding for SW 82ND Avenue Bike Lane Project. Should have a definitive answer by September, funds to be available FY27-28.
- Pending Final SFWMD Permit Approval, will work with procurement to advertise ITB for Coral Reef Park Boat Ramp Improvement Project. (on-going)

- SW 174 on street parking will need to Advertise as an ITB, the 3 quotes came back higher than $25K threshold.
- Localized Drainage Improvements ongoing, 1st location by Coral Reef Elementary substantially complete.
- Our consultant Raftelis presented Stormwater Fee Assessment to Council, and we plan to take recommendation of new fee for Council approval for September Council Meeting.

Upcoming Projects

- For Sub Basin 12, installation of Catch Basins and storm sewer connections to trunk line
- Continuing Services Consultant RFP was advertised August 4th
- Transit Services Vendor ITB advertised for consideration for IBUS Service replacement was advertised August 4th
- Headley to submit VPB Permit application, shop drawings, etc., for Public Services Parking Lot Improvements. NTP issued for September 14th, 2026.
- Working with UrbanSDK to prioritize 20 mph speed limit sign installation program.
- Reviewing vendors for Village wide pavement assessment update, to program future Annual Resurfacing Program. Roadbotics data was from 2019.
- Continue working with Miami Dade County regarding SW 87TH Avenue bridge, neighborhood protection, and revised ILA.
- Will prepare resolution for September Council meeting recommending award of Stormwater Master Plan update contract.

POLICE

June & July

- South Florida Crime Prevention Association Meeting
- Citizen Crime Watch meeting
- Florida Crime Prevention Association meeting
- Howard Drive 5th Grade awards ceremony
- Christ Fellowship DARE graduation
- Coral Reef Elementary awards ceremony
- Village of Palmetto Bay Summer Camp starts
- Waffles at Summer Camp
- radKIDS at Palmetto Bay Summer Camp
- Crimes/Calls for Service:

June	July
2 Auto Thefts	0 Auto Thefts
1 Commercial Burglaries	0 Commercial Burglaries
1 Residential Burglaries	0 Residential Burglaries
4 Vehicle Burglaries	5 Vehicle Burglaries
1 Robbery	0 Robbery
8 Domestic Dispute/Disturbance	15 Domestic Dispute/Disturbance
11 Baker Acts	11 Baker Acts
48 Crashes	43 Crashes

Upcoming Events August

- National Night Out
- Start of School festivities
- South Florida Crime Prevention Association Meeting
- Citizen's Crime Watch meeting
- DARE Class at Coral Reef Elementary School
- South Florida Crime Prevention Association Meeting

Upcoming Events September

- Southeast Florida Crime Prevention Association monthly meeting
- Florida Crime Prevention Association pre-conference meeting
- DARE class at Howard Drive Elementary School
- DARE class at Coral Reef Elementary School
- Youth Crime Watch at Howard Drive Elementary School
- Youth Crime Watch at Coral Reef Elementary School
- Citizens' Crime Watch monthly meeting

Planning & Zoning Department

June

FY2025-2026 Budgeted Projects

- Administrative Variance Applications received:
  - V-26-002 9201 SW 170 LN

- Administrative Site Plan Review Applications Received:
  - SP-26-004 Christ Fellowship

- Zoning Verification Letter: 0

- Zoning Hearing Applications Received: 0

- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 57
  - Planning and Zoning Inspections: 80

- Business Tax:
  - Renewals: 0
  - New Certificate of Use: 17
  - New Business Tax: 18

- GOGov Permits:
  - Garage Sale: 11
  - Real Estate Banner: 0
  - Solicitation: 0

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

- Code Compliance Division
  - Common violations: property maintenance, residential and commercial
  - New cases: 64
  - Close Cases: 55
  - Citations Issued: 18
  - Special Master cases: 0
  - Special Master cases: No hearing in June

Upcoming Events

- July hearing moved to September, Zoning Hearing
- July 21, 2026, Special Master Hearing

July

FY2025-2026 Budgeted Projects

- Administrative Variance Applications received:
  - V-26-003 15455 SW 89 CT

- Administrative Site Plan Review Applications Received:
  - SP-26-007 1 Franjo LLC
  - SP-26-008 Veterans Park

- Zoning Verification Letter: 0

- Zoning Hearing Applications Received: 0

- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 58
  - Planning and Zoning Inspections: 55

- Business Tax:
  - New Business Tax: 11
  - Renewals BTR: 58
  - New Certificate of Use: 7
  - Renewals CU: 12

- GOGov Permits:
  - Garage Sale: 3
  - Real Estate Banner: 0
  - Solicitation: 0
  - Special Event Banner: 0
  - Business Improvements Grants: 0

- Code Compliance Division
  - Common violations: property maintenance, residential and commercial
  - New cases: 36
  - Close Cases: 43
  - Citations Issued: 13
  - Special Master cases: 22

Upcoming Events

- July hearing moved to September, Zoning Hearing
- September 15, 2026, Special Master Hearing

Sustainability and Resiliency

June

- USA 250 Celebration



- Planning full scale monthly celebration in collaboration with Communications
- Next scheduled meeting: Thursday, June 25, 2026

  June 2026
  - Celebration of Community Service (continued)
  - American Legion Interviews Video
  - 250 Acts of Service Event | Caring for Miami | Thursday, June 11, 2026, 11am-1pm

  July 2026
  - Evolution of the American Flag
  - Video Promotion
  - Patriotic Pollinator Garden- CRP
  - Video promotion coming soon

- VPB Gold Star Family Memorial Monument Committee
  - Final design approved by Woody Williams Foundation; installation pending Phase 1 completion

- AIPP

  - Purchase order moving through approval process for SW 152 Street OCR art piece
  - Revisioning of CRP existing art piece to be recommended for Council approval September 14, 2026
  - Next AIPP Meeting: July 7

- Village of Palmetto Bay Cleanup Day
  - October 2026 date is coming soon

- Resiliency Committee
  - Next meeting: September 2026
  - Completing litter index and training of Keep Palmetto Bay Beautiful Program

- Recycling Drive
  - Fall Recycling Drive-Thru date: November 7, 2026

- Plastics Challenge
  - Currently plastic count: 485.5 lbs.
  - Thank you to everyone for bringing in plastic! Let's keep it going 😊

- Composting
  - Due to Bill Sadowski playground construction, a Palmetto Bay drop-off box will be coordinated at Deering Estate
  - Update and launch date pending County approval.

- Keep Palmetto Bay Beautiful
  - Resiliency Committee completed litter index of Village and training.

July

- USA 250 Celebration



- Planning full scale monthly celebration in collaboration with Communications
- Next scheduled meeting: Thursday, July 30, 2026

  July 2026
  - Evolution of the American Flag
  - Video Promotion
  - Patriotic Pollinator Garden- CRP
  - Video promotion coming soon

  August 2026
  - National Night Out- Tuesday, August 4th, 6PM-10PM
  - Pocket-sized constitutions
  - PB250 magnets

- VPB Gold Star Family Memorial Monument Committee
  - Met with reps from Woody Williams Foundation and PG Memorials (monument installer) about installation
  - Pending Phase 1 permit completion, monument installation date TBD. Aiming for fall-early winter 2026

- AIPP
  - SW 152 Street OCR art piece: Timeline moving as planned; installation aiming for January 2027
  - Revisioning of CRP existing art piece to be recommended for Council approval September 14, 2026
  - Next AIPP Meeting: September 9

- Village of Palmetto Bay Cleanup Day
  - Fall 2026 date coming soon.
  - Planning to collaborate with Volunteer Cleanup for International Coastal Cleanup date on September 19

- Resiliency Committee
  - Next meeting: September 2026
  - Completing litter index and training of Keep Palmetto Bay Beautiful Program

- Recycling Drive
  - Fall Recycling Drive-Thru date: November 7, 2026
  - Will not be able to partner with DEA until Spring 2027 due to scheduling conflicts; expired prescriptions and medications will not be offered for Fall 2026

- Plastics Challenge
  - Currently plastic count: 541.2 lbs.
  - Thank you to everyone for bringing in plastic! Let's keep it going 😊

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Attorney Expenses
SUGGESTED ACTION:	

ATTACHMENTS:
Legal General Invoices

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
[redacted]

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

Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

August 10, 2026
Invoice # 321103

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

For Professional Services Rendered

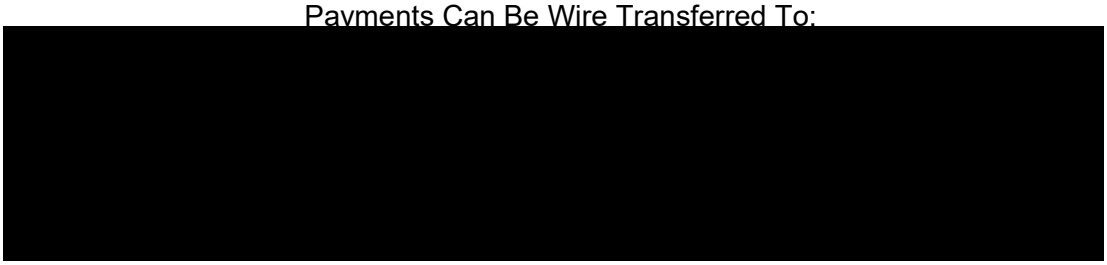
Date		Services	Hours	Amount
07/09/26	jjq	Review And Analyze Records Request From Mr. Grammes; Advise Client Re Same	0.40	125.00
07/13/26	jjq	Communicate With Client Re PPR-2026-176; Communicate With Client Re PPR-2026-177; Begin Search Of Records For Potentially Responsive Documents And Analyze Same	0.70	218.75
07/14/26	jjq	Communications With Client Re Client Re Pending Public Records Request Matters	0.40	125.00
07/14/26	jem	Conference Regarding PRR-2025-380	0.20	62.50
07/14/26	jjq	Review And Analyze Potentially Responsive Records To Public Records Request PRR-2026-177	1.80	562.50
07/14/26	alg1	Compile Documents In Accord With Public Records Request PRR-2026-177	0.30	93.75
07/14/26	siz	Review And Analyze, And Prepare Email Records In Response To PRR	1.40	437.50
07/15/26	jj	Finalize Review Of PRR 2025-380	3.00	937.50
07/16/26	jjq	Review And Analyze Various Records For Multiple Pending Public Records Requests; Finalize Same	0.90	281.25
07/17/26	jj	Review PRR 2026-106	1.80	562.50
07/20/26	jjq	Finalize Analysis Of Potentially Responsive Records Re PRR-2026-177; Communications With Client Re PRR-2025-251; Attend To Matters And Review Documents Re Same	1.30	406.25
07/20/26	jj	Review PRR 2026-106	3.30	1,031.25
07/21/26	jj	Finalize Review Of PRR 2026-106	4.30	1,343.75
07/27/26	jjq	Conference Concerning PRR-2026-106 And PRR-2026-107	0.30	93.75
07/28/26	jj	Review PRR 2026-107	0.70	218.75
07/30/26	jjq	Communicate With Client Re Alderman Public Records Request	0.20	62.50

Total Professional Services	**21.00**	**$6,562.50**

Invoice Summary

For Professional Services	6,562.50
For Disbursements Incurred	0.00
Total this Invoice	**$6,562.50**

Payments Can Be Wire Transferred To:



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
[redacted]

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

Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

August 10, 2026
Invoice # 321104

CLIENT: 2210 - Village of Palmetto Bay
Re: 015 General Municipal

For Professional Services Rendered

Date		Services	Hours	Amount
06/16/26	rcp	Review And Revise Proposed Golf Cart Bicycle And Pedestrian Infrastructure Charter Amendment From Boardmember Schwiep	2.00	625.00
06/19/26	rcp	Review And Revise Resolution Calling Special Election For Charter Revision Commission Amendments	1.00	312.50
06/24/26	lsl	Review And Evaluate Special Taxing District Public Safety	1.50	468.75
07/01/26	csf	Review And Analyze Micromobility Issues	0.30	93.90
07/01/26	jem	Review And Revise Piggyback Agreement Template For agreement Between Village And JRD For Revision To Building Permit Fees	2.60	812.50
07/01/26	jjq	Prepare For And Attend Director's Meeting; Review, Analyze And Revise Proposed Micromobility Ordinance; Confernce Re Same; Research Re Same	2.60	812.50
07/01/26	jem	Draft Document And Provide A Copy To The Mayor Showing to "Prepare Analysis Concerning"	1.10	343.75
07/01/26	cb	Receipt And Review Of Follow-Up Information Relating To Micromobility Ordinance.	0.40	125.00
07/01/26	cb	Receipt And Review Of Copy Of Miami-Dade Municipality Notification Relating To Electric Bikes & Motor Vehicles; Review Of Same	0.40	125.00
07/01/26	cb	Receipt And Review Of Information Remitted In Correspondence To Village Relating To Micromobility Ordinance.	0.40	125.00
07/01/26	cb	Receipt And Review Of Responsive Information Remitted To Village Relating To Micromobility Ordinance.	0.60	187.50
07/01/26	cb	Attend To Follow-Up Information Relating To Micromobility Ordinance.	0.30	93.75

For Professional Services Rendered

Date		Services	Hours	Amount
07/02/26	jjq	Communications With Client Re Upcoming Regular Council Meeting Matters; Communicate With Client Re Proposed Micromobility Ordinance; Communications With Client Re Proposed Legislation Items For Regular Council Meeting; Communications With Client Re Follow Information Requested During June Special Council Meeting; Follow Up Re Same	1.20	375.00
07/02/26	cb	Receipt And Review Of Responses Relating To Final Revisions To Micromobility Ordinance.	0.40	125.00
07/02/26	cb	Receipt And Review Of Response From Client Relating To Revised Micromobility Ordinance.	0.20	62.50
07/02/26	cb	Receipt And Review Of Additional Responses Relating To Proposed Revisions To Draft Micromobility Ordinance	0.40	125.00
07/02/26	cb	Receipt And Review Of Correspondence To Council With Proposed Revisions To Micromobility Ordinance.	0.40	125.00
07/02/26	cb	Receipt And Review Of Proposed Revisions To Draft Micromobility Ordinance	0.50	156.25
07/03/26	jjq	Preparation For Regular Council Meeting	1.60	500.80
07/05/26	cb	Receipt And Review Of Correspondence From Councilwoman Matson Relating To Revisions To Micromobility Ordinance.	0.40	125.00
07/05/26	cb	Attend To Response To Correspondence From Councilwoman Matson Relating To Revisions To Micromobility Ordinance.	0.20	62.50
07/06/26	cb	Prepare For And Attend Conference Call With Councilmember Matson Regarding Proposed Micromobility Draft And Redlines	0.70	218.75
07/06/26	jjq	Preparation For Council Meeting; Prepare For And Attend Agenda Prep Meeting; Communications With Client Re AIPP Matters; Attend Regular Council Meeting	5.90	1,846.70
07/06/26	cb	Receipt And Review Of Correspondence From Client Regarding Proposed Micromobility Ordinance Draft And Proposed Redlined Revisions	0.20	62.50
07/06/26	cb	Receipt And Review Of Additional Correspondences From Client Regarding Proposed Micromobility Ordinance Draft And Proposed Redlined Revisions	0.40	125.00
07/06/26	cb	Receipt And Review Of Follow-Up Correspondence From Client Regarding Conference Call Relating To Proposed Micromobility Ordinance Draft	0.20	62.50
07/06/26	cb	Receipt And Review Of Correspondence From Client Relating To Proposed Micromobility Ordinance Draft	0.20	62.50
07/06/26	cb	Prepare Various Correspondences To Client Regarding Proposed Micromobility Ordinance Draft	0.40	125.00
07/07/26	jjq	Communications With Client Re Post-Meeting Matters And Updates; Revise Charter Revision Resolution Related To Council Meeting Amendments	0.70	218.75
07/07/26	jms1	Meeting With Client Re Insurance Benefits RFP And Agreement	0.40	125.00
07/07/26	jms1	Correspondence Re Insurance Benefits RFP And Agreement	0.30	93.75

For Professional Services Rendered

Date		Services	Hours	Amount
07/08/26	cb	Follow Up On Items From Meeting Regarding Proposed Micromobility Ordinance Draft	0.20	62.50
07/09/26	cb	Receipt And Review Of Of Response To Follow-Up Relating To Draft Micromobility Ordinance	0.20	62.50
07/09/26	jjq	Research Concerning Ballot Measure Matters; Communicate With Client Re Same	0.50	156.25
07/10/26	lsl	Review And Redraft Comments To Project Agreement For Impact Fee Study Stantec	1.00	312.50
07/10/26	jjq	Communicate With Client Re Staging Agreements; Revise Same	0.40	125.00
07/10/26	lsl	Review And Analyze FPL Staging Agreements	1.00	312.50
07/12/26	jjq	Preparation For COW	0.90	281.70
07/13/26	jem	Prepare For And Attend Internal Meeting Regarding Ordinance Creating Public Safety District	0.80	250.00
07/13/26	csf	Review And Analyze Documents And Case Law And Telephone Conferences With County Attorney Re Special District	1.50	468.75
07/13/26	lsl	Review And Analyze Constitution And Miami-Dade Code Regarding Special Districts; Call With J.Quick, C.Friedman And Review of Budget Video Script	3.00	937.50
07/13/26	rcp	Review And Analyze Final Proposed Charter Revision Amendments	0.20	62.50
07/13/26	jem	Review And Analyze Ballot Questions Put Forward By Council For Charter Amendments	0.20	62.50
07/14/26	lsl	Review And Analyze Emails Regarding Creation of Dependent Special District In Palmetto Bay For Police Attend Virtual Workshop Meeting Regarding The Same	0.80	250.00
07/14/26	jem	Review And Analyze Communications Regarding Code Compliance Complaints Filed By Brian Wolff Regarding On-Going Short Term Rentals, 2026 Ballot Issues Deadlines, Palmetto Bay May Invoices, And Additional General Matters	0.80	250.00
07/14/26	jjq	Prepare For And Attend COW	2.60	812.50
07/14/26	lsl	Prepare For And Attend Video Workshop Stormwater Assessments And Special Taxing District For Police	2.50	781.25
07/15/26	jem	Review July 6 Council Meeting Discussion Regarding Charter Amendments	1.20	375.00
07/16/26	jem	Conference Regarding Notice Of Intent To File Public Records Enforcement Action	0.20	62.50
07/17/26	jjq	Preparation For Special Council Meeting; Conference With Client Re Same; Analyze Outstanding Issues Re Same	1.40	437.50
07/19/26	jjq	Preparation For Special Council Meeting	0.80	250.00
07/20/26	lsl	Review And Analyze Auditing Engagement Letter	0.50	156.25
07/20/26	lsl	Review And Analyze Flyer Regarding Property Tax Proposed Amendment	0.50	156.25
07/20/26	jjq	Preparation For Special Council Meeting; Conferences With Client Re Same; Agenda Briefing Meetings; Follow Up Re Same; Communicate With Client Re Statutory Communciation Matters; Research Re Same	3.60	1,125.00
07/20/26	jjq	Prepare For And Attend Special Council Meeting	0.40	125.00

For Professional Services Rendered

Date		Services	Hours	Amount
07/21/26	jem	Review And Analyze Client Communications Regarding Notice Of Intent for RFP# 2026-06-008	0.20	62.50
07/21/26	lsl	Review And Analyze Cost Recovery Ordinance	1.00	312.50
07/21/26	jjq	Communicate With Client Re Potential Future Agenda Items	0.20	62.50
07/22/26	jjq	Communicate With Client Re Potential TPS-Related Resolution; Research Notice Restrictions; Research Potential Emergency Council Meeting Matters; Communications With Client Re Potential Emergency Council Meeting	0.90	281.25
07/23/26	lsl	Review And Analyze RFQ 2026-11-015	3.00	937.50
07/23/26	jjq	Research Concerning Emergency Meeting Matters; Advise Client Re Same; Attend To Matters Re Special Council Meeting; Communications With Client Re Special Council Meeting; Prepare For Same; Communications With Client Re Supervisor Of Elections Matters; Communicate With Ms. Prieto Re Same; Review And Analyze Video Of July 20, 2026 Council Meeting Re Legislation Amendments; Review And Revise Micromobility Ordinance; Communicate With Client Re Same	1.70	531.25
07/23/26	jem	Review And Analyze Florida Statute 166.241 And Review Code. Discuss Internally Questions Posed By Client And Draft Internal Email Regarding The Same	2.50	781.25
07/23/26	jjq	Prepare For And Attend Emergency Special Council Meeting	0.70	218.75
07/23/26	cb	Receipt And Review Of Additional Revisions To Draft Micromobility Ordinance	0.40	125.00
07/24/26	jem	Review Communications With Spervisor Of Elections And Followup With Client Regarding The Same	0.40	125.00
07/24/26	jjq	Revise Proposed Ballot Language As Requested By Supervisor Of Elections; Communicate With Ms. Prieto Re Same	0.30	93.75
07/24/26	jjq	Attend To Post-Executive Session Matters And Strategy Re Negotiations	0.40	125.00
07/28/26	lsl	Review And Evaluate Stantec Impact Fee Study Agreement	1.00	312.50
07/29/26	jjq	Communications With Client Re AIPP Matters; Review, Revise, And Approve Proposed Legislation And Agenda Items	0.50	156.25
07/30/26	jjq	Research Concerning Expenditure Restrictions Re Ballot Measures; Conference Re Same; Advise Client Re Same	0.70	218.75
07/31/26	jjq	Review And Revise Proposed CRS Ordinance; Communicate With Client Re Same; Communicate With Client Rew Statutory Limitations Related To Ballot Amendments	0.60	187.50
Total Professional Services			**67.60**	**$21,129.35**

For Disbursements Incurred

Date	Description	Amount
	Westlaw Research	23.86
Total Disbursements Incurred		**$23.86**

Invoice Summary

For Professional Services	21,129.35
For Disbursements Incurred	23.86
Total this Invoice	**$21,153.21**

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2800 Ponce de Leon Boulevard
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Coral Gables, FL 33134
305-854-0800
Fax 305-854-2323
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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

August 10, 2026
Invoice # 321105

CLIENT: 2210 - Village of Palmetto Bay
Re: 017 Planning Matters

For Professional Services Rendered

Date		Services	Hours	Amount
07/02/26	jjq	Research Concerning Administrative Development Approval Matters; Conference Re Same; Communicate With Client Re Same	0.70	218.75
07/06/26	kme	Receipt And Review Of Review Parcel A (Tract A) Title Documents, Survey, Legal Description, And Property Records And Mortgage, And Other Encumbrances	0.80	250.00
07/06/26	kme	Receipt And Review Of Review Parcel B (Lot 1) Title Documents, Survey, Legal Description, And Property Records And Mortgage, Cross Default And Other Encumbrances.	1.50	468.75
07/10/26	jjq	Communicate With Mr. Fernandez Re Pending LLA Application; Communicate With Client Re Same	0.30	93.75
07/14/26	aus	Review Notice Of Permit Tolling And Extension And Confirm Dates Are Consistent For ASPR-22-004	0.40	125.00
07/22/26	jjq	Review And Revise FDOT CAF Agreement; Communication With Client Re Same	0.50	156.25
07/31/26	jjq	Communications With Client Re Short Term Rental Matters; Conference Re Same	0.60	187.50
Total Professional Services			**4.80**	**$1,500.00**

Invoice Summary

For Professional Services	1,500.00
For Disbursements Incurred	0.00
Total this Invoice	**$1,500.00**

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

August 10, 2026
Invoice # 321106
Page 1 of 1

CLIENT: 2210 - Village of Palmetto Bay
Re: 018 Public Works

For Professional Services Rendered

Date		Services	Hours	Amount
07/28/26	jjq	Communications With Client Re Speed Limit Matters; Research Re Same	0.40	125.00
Total Professional Services			**0.40**	**$125.00**

Invoice Summary

For Professional Services	125.00
For Disbursements Incurred	0.00
Total this Invoice	**$125.00**

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

August 10, 2026
Invoice # 321107

CLIENT: 2210 - Village of Palmetto Bay
Re: 020 Budget

For Professional Services Rendered

Date		Services	Hours	Amount
07/13/26	jjq	Research Concerning Police Dependent Taxing District Proposal; Conference Re Same; Communications With Client Re Same	1.40	437.50
07/17/26	jjq	Preparation For Second Budget Workshop; Communicate With Client Re Same	0.80	250.40
07/20/26	jjq	Advise Client Re Property Tax Amendment Comment Restrictions; Communicate With Client Re Second Budget Workshop; Prepare For Same	0.90	281.25
07/20/26	jjq	Prepare For And Attend Second Budget Workshop	2.10	656.25
07/21/26	jjq	Conference Concerning Stormwater Management Fee Matters; Communicate With Client Re Stormwater Fee Voting Threshold	0.40	125.00
07/24/26	jjq	Conference Concerning Homestead Exemption Amendment Impacts And Potential Requirements And Interplay With Existing State Statutes	1.50	468.75
Total Professional Services			**7.10**	**$2,219.15**

Invoice Summary

For Professional Services	2,219.15
For Disbursements Incurred	0.00
Total this Invoice	**$2,219.15**

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

August 10, 2026
Invoice # 321108

CLIENT: 2210 - Village of Palmetto Bay
Re: 021 Code Enforcement

For Professional Services Rendered

Date		Services	Hours	Amount
07/02/26	jla	Reviewed Correspondences From Brian Wolff On Complaints Against 8840 S.W. 181 Terrace	0.50	156.25
07/02/26	jla	Review And Analyze Village Code To Prepare Response To Brian Wolff On Enforcement Against 8840 S.W. 181 Terrace	0.80	250.00
07/02/26	jla	Telephone Call With Client To Get Background On Cases Against 8840 S.W. 181 Terrace	0.40	125.00
07/09/26	jla	Drafted Response To Client On Suspension Of Certificate Of Use	0.40	125.00
07/09/26	jla	Review And Analyze Village Code To Determine Procedure For Suspension Of Certificate Of Use	0.50	156.25
07/17/26	jla	Reviewed Correspondence From Client On Nuisance At 8840 S.W. 181 Terrace	0.50	156.25
07/17/26	jla	Reviewed Correspondence From Client On Required Notice Under Section 162.12, Florida Statutes	0.30	93.75
07/20/26	jla	Telephone Call With Client On Waiver Of Notice For Mitigation Hearing	0.40	125.00
Total Professional Services			**3.80**	**$1,187.50**

Invoice Summary

For Professional Services	1,187.50
For Disbursements Incurred	0.00
Total this Invoice	**$1,187.50**

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

August 10, 2026
Invoice # 321109

CLIENT: 2210 - Village of Palmetto Bay
Re: 022 Labor

For Professional Services Rendered

Date		Services	Hours	Amount
07/07/26	jjq	Communications With Client Re Social Media Policy; Revise Same; Conference Re Same	0.60	187.50
07/09/26	mrc	Receipt And Review Of Materials Re IRS Forms	1.20	375.00
07/09/26	mrc	Evaluate Case Law Re Amending And Restating Employment Agreement	1.30	406.25
07/13/26	mrc	Review Internal Revenue Code Re Paycom Forms	1.20	375.00
07/15/26	jjq	Conference Concerning Pending Agreement Terms; Communicate With Client Re Same	0.50	156.25
07/15/26	afs	Review And Analyze Correspondence Concerning Complaint By Parents Of Camper	0.20	62.50
07/15/26	afs	Research Concerning Shannon Melendi Act And Employer's Obligations As It Relates To Title II And Summer Camps	0.50	156.25
07/15/26	jjq	Communications With Client Re Ada Modification Matters	0.40	125.00
07/16/26	afs	Review And Analyzee Correspondence From Ms. Carmona Concerning Complaint By Resident Related To Summer Camp	0.20	62.50
07/16/26	afs	Review And Analyze Documentation From Client And Conduct Telephone Conference With Client Regarding Dismissal Of Summer Camp Participant	0.90	281.25
07/16/26	afs	Research Regarding ADA Requirements Under Title II And Prepare Draft Letter To Parent Regarding Dismissal From Summer Campp	1.30	406.25
07/16/26	afs	Review And Revise Letter To Parent Dismissing Child From Camp	0.60	187.50
07/20/26	afs	Review And Revise Letter To Parent Concerning Expulsion Of Student In Summer Camp	1.20	375.00

For Professional Services Rendered

Date		Services	Hours	Amount
07/21/26	jjq	Conference Concerning Summer Camp Matters; Communications With Client Re Same; Communicate With Client Re Training Matters	0.50	156.25
07/28/26	afs	Review And Analyze Correspondence From Ms. Cadaval Concerning Social Media Policy	0.20	62.50
07/28/26	afs	Prepare Correspondence To Ms. Cadaval Concerning Additional Revisions To Social Media Policy	0.20	62.50
Total Professional Services			**11.00**	**$3,437.50**

Invoice Summary

For Professional Services	3,437.50
For Disbursements Incurred	0.00
Total this Invoice	**$3,437.50**

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

August 10, 2026
Invoice # 321111

CLIENT: 2210 - Village of Palmetto Bay
Re: 025 Purchasing/Procurement

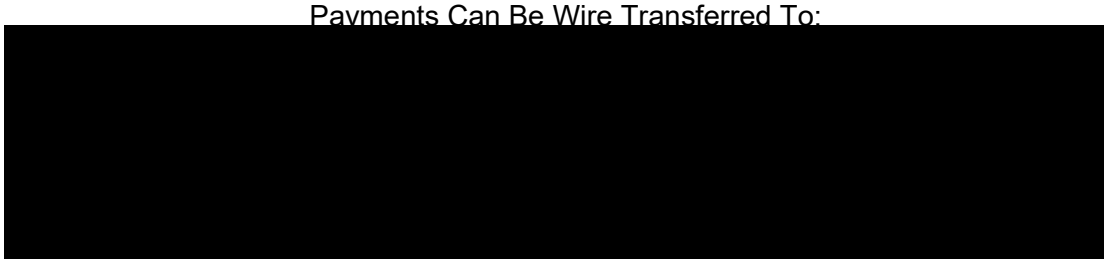
For Professional Services Rendered

Date		Services	Hours	Amount
07/01/26	jjq	Review And Analyze ITB Re Pathway Repair; Communications With Client Re Same; Research Re Same; Follow Up Re Same	0.80	250.00
07/01/26	jjq	Communications With Client Re Park Pathway ITB Matters; Analyze Issues Re Same	0.60	187.50
07/01/26	jjq	Review And Revise Piggyback Cover Agreement With JRD & Associates; Communications With Client Re Same	0.40	125.00
07/10/26	jjq	Communicate With Client Re Stantec Agreement	0.20	62.50
07/15/26	jjq	Communicate With Client Re Procurement Process Inquiry; Review Code Re Same	0.30	93.75
07/17/26	jjq	Advise Client Re Bid Opening Requirements	0.20	62.60
07/21/26	jjq	Review And Revise United Flavors Agreement; Review And Revise Headley Agreement; Review And Revise Phoenix Agreement; Review Genesis Agreement; Communications With Client Re Pending Agreements; Review And Revise RFP 2026-12-015; Communications With Client Re Same	1.20	375.00
07/23/26	jjq	Review And Analyze Platform Contract; Advise Client Re Same; Review And Revise ITB-2026-11-016; Communicate With Client Re Same	0.70	218.75
07/29/26	jjq	Preparation Of DEI Law Certification; Communicate With Client Re Same	0.30	93.75
07/29/26	rcp	Revise Standard Contract Language For New Anti-DEI Certification Requirement	0.20	62.50
Total Professional Services			**4.90**	**$1,531.35**

Invoice Summary

For Professional Services	1,531.35
For Disbursements Incurred	0.00
Total this Invoice	**$1,531.35**

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

August 10, 2026
Invoice # 321112
Page 1 of 1

CLIENT: 2210 - Village of Palmetto Bay
Re: 026 Village Clerk

For Professional Services Rendered

Date		Services	Hours	Amount
07/01/26	jjq	Advise Client Re PAC Registration Matters; Advise Client Re Lobbyist Registration Requirements	0.40	125.00
07/10/26	jjq	Communications With Client Re Ballot Resolution; Follow Up And Attend To Matters Re Same	0.40	125.00
07/15/26	jjq	Review And Revise Executive Session Notice; Communications With Client Re Same	0.40	125.00
Total Professional Services			**1.20**	**$375.00**

Invoice Summary

For Professional Services	375.00
For Disbursements Incurred	0.00
Total this Invoice	**$375.00**

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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

August 10, 2026
Invoice # 321113
Page 1 of 1

CLIENT: 2210 - Village of Palmetto Bay
Re: 027 Building Department

For Professional Services Rendered

Date		Services	Hours	Amount
07/09/26	jjq	Conference Concerning HB 803 Matters; Communicate With Client Re Same	0.40	125.00
07/20/26	jem	Conference Regarding Settlement Agreement	0.20	62.50
07/21/26	jjq	Communicate With Mr. Marrero Re 13830 SW 79 Court; Communicate With Client Re Same	0.40	125.00
07/27/26	jem	Review And Analyze Ownership Information For The Addison And The Shores Settlement Agreement. Communicate Internally Regarding The Same	1.70	531.25
Total Professional Services			**2.70**	**$843.75**

Invoice Summary

For Professional Services	843.75
For Disbursements Incurred	0.00
Total this Invoice	**$843.75**

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AGENDA ITEM NO. 7.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE CLERK'S REPORT
SUBJECT:	Notice of General Election & Special Election (November 3, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:

Notice of General & Special Election

VILLAGE OF PALMETTO BAY
NOTICE OF GENERAL ELECTION AND SPECIAL ELECTION
TO CONSIDER CHARTER AMENDMENTS

NOTICE IS HEREBY GIVEN that the Village of Palmetto Bay will hold a Municipal General Election for the election of candidates and a Special Election to submit proposed Charter Amendments to the electors on Tuesday, November 3, 2026. Polls will be open from 7:00 a.m. to 7:00 p.m.

If necessary, a Run-off Election for the election of candidates will be held on Tuesday, December 1, 2026, with polls open from 7:00 a.m. to 7:00 p.m.

The following municipal offices are to be filled: Mayor, Councilmember – Seat 1, and Councilmember – Seat 3.

For additional information on the Charter Amendments that shall be placed on the ballot to the electors, please contact the Office of the Village Clerk at (305) 259-1234 or at clerk@palmettobay-fl.gov or visit www.palmettobay-fl.gov.

Missy Arocha
Village Clerk

MUNICIPIO DE PALMETTO BAY
AVISO DE ELECCIONES GENERALES Y ELECCIÓN ESPECIAL
PARA CONSIDERAR ENMIENDAS A LA CARTA CONSTITUTIVA

POR MEDIO DE LA PRESENTE SE NOTIFICA que la Villa de Palmetto Bay celebrará una Elección General Municipal para la elección de candidatos y una Elección Especial para someter a consideración de los electores las propuestas de enmiendas a la Carta Constitutiva (Charter) el martes, 3 de noviembre de 2026. Los centros de votación estarán abiertos de 7:00 a. m. a 7:00 p. m.

De ser necesario, se llevará a cabo una Elección de Segunda Vuelta (Run-off Election) para la elección de candidatos el martes, 1 de diciembre de 2026, con los centros de votación abiertos de 7:00 a. m. a 7:00 p. m.

Los siguientes cargos municipales estarán sujetos a elección: Alcalde, Concejal – Distrito 1 (Councilmember – Seat 1) y Concejal – Distrito 3 (Councilmember – Seat 3).

Para obtener información adicional sobre las enmiendas a la Carta Constitutiva que serán sometidas a consideración de los electores en la boleta electoral, comuníquese con la Oficina de la Secretaria Municipal al (305) 259-1234 o por correo electrónico a clerk@palmettobay-fl.gov, o visite www.palmettobay-fl.gov.

Missy Arocha
Secretaria Municipal (Village Clerk)

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
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 (April 9, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes_AIPP-04.09.26

Art in Public Places Advisory Board
In-Person Meeting Agenda
Village Hall
Village Council Chambers
9705 East Hibiscus Street, Palmetto Bay, FL 33157
April 9th, 2026, at 6:00 PM

AGENDA

I. Roll call and acknowledgement of visitors.

- Chair Gary Traczyk called the meeting to order at 6:03pm.
  - i. *Board Members Present*
    1. Gary Traczyk, Richard Cohen, Pamela Gorman, Patricia Rodriguez, Susan Feldman
  - ii. *Members Absent*
    1. None
  - iii. *Councilmembers Present*
    1. Steve Cody-*Council Liaison*
    2. *Marsha Matson- Councilmember*
  - iv. *Staff Present*
    1. Andrea Candelaria-*Sustainability & Resiliency Planner & AIPP Staff Liaison*
  - v. *Members of the Public Present*
    1. Curtis Pittman (virtual)- *Artist*
    2. Gus Ocamposilva- *Artist*
    3. Lina Ocamposilva- *Artist*
    4. Hunter Brown- *Artist*
    5. Michael Szabo- *Artist*
    6. Jaimie Mayer- *Village Attorney's Office*

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

- Susan Feldman mentioned that at the April 6th, 2026, Regular Council Meeting, there was an "AIPP report" on the agenda that was approved and was wondering if something at about a council meeting of AIPP report.
- Councilmember Steve Cody clarified that the item on the agenda was the approval of meeting minutes from a previous meeting.

III. Approval of Meeting Minutes- February 26th, 2026.

- Board Member Rick Cohen motioned, Board Member Pamela Gorman seconded, all voted in favor.

IV. Old Business

- None.

V. Discussion of agenda items

- *Artist Presentations: SW 152 Street & Old Cutler Road Traffic Circle*

i. Staff Liaison Andrea Candelaria thanked the artists and members of the public for their attendance. She explained that this art piece is very significant to the Village and the community is excited to move forward. Additionally, she explained how the process would be for the night and that each artist would have five to eight (5-8) minutes of presentation, followed by questions from the Board. Andrea emphasized that the highest scoring individual/s is not a final decision but a decision to be official at the May 4th, 2026, Regular Council Meeting.

ii. The first artist to present was Curtis Pittman. Curtis was unable to present in person but was able to present virtually to the Board.
    1. Curtis Pittman gave a presentation to the Board regarding his proposed piece titled “Palmetto Rising”.
    2. Board members engaged with the artist and asked various questions about the fabrication of the piece and concrete maintenance,

iii. The second artists to present were Gus and Lina Ocamposilva.
    1. Gus and Lina Ocamposilva gave a presentation to the Board regarding their proposed piece titled “Mangrove Tree”.
    2. Board members engaged with the artists and asked various questions about the materials used for the piece, such as weight, maintenance of the powder coating, bolt of the top pieces, hurricane standards, lighting plan, and how the fish and roots of the bottom piece will be created on the concrete.

iv. The third artist to present was Hunter Brown.
    1. Hunter Brown gave a presentation to the Board regarding his proposed piece titled “Palmetto Rise”.
    2. Board members engaged with the artist and asked questions about the lighting.

v. The last artist to present was Michael Szabo.
    1. Michael Szabo gave a presentation to the Board regarding his proposed piece titled “Drifts”.
    2. Board members engaged with the artist and asked questions about the colors of the piece.

vi. Staff Liaison Andrea Candelaria instructed the Board members to tally up their scores based off the score sheet that was sent to the Board earlier that week. Andrea, along with Jaimie from the Village Attorney’s office, tallied up the scores from the Board Members. The highest averaging score based on the score sheets will be the final recommendation to the Council. The following average of the totals were completed:
    1. Curtis Pittman: 83.2
    2. Gus & Lina Ocamposilva: 84.2
    3. Hunter Brown: 82.8
    4. Michael Szabo: 79.2

vii. Staff Liaison Andrea Candelaria announced that the AIPP Board has recommended Gus & Lina Ocamposilva’s proposal of *“Mangrove Tree”* to the Village Council, receiving highest average score out of the four (4) presentations. She also went on to say that this recommendation will be placed on May 4th, 2026, Regular Council Meeting agenda for approval.

VI. New Business

- None

VII. Requests for assistance to Village Council and Village Manager.

- None.

VIII. Selection and list of discussion items for next meeting scheduled for June 11th, 2026, at 6:00 PM.

- Chair Gary Traczyk mentioned he is unavailable during the date of the next meeting, and Board Member Rick Cohen mentioned he also could not attend.
- Pam Gorman suggested adding the art benches onto the agenda for the next meeting.
- Staff Liaison Andrea Candelaria mentioned she will be conferring with the Village Clerk and sending out possible dates for the next AIPP Meeting.

IX. Adjournment

- Chair Gary Traczyk motioned to adjourn, Board Member Patricia Rodriguez seconded, all voted in favor.
- Meeting adjourned at 7:45 pm.

AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Joint Meeting of the Tree Advisory Board & Resiliency Committee (January 26, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-TAB & RC-01.26.26

MINUTES
JOINT MEETING OF THE
RESILIENCY COMMITTEE & THE TREE ADVISORY BOARD
MONDAY, JANUARY 26, 2026 – 5:00 PM
Village of Palmetto Bay Municipal Center
9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

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

   James Woodward, Steve

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

   Vice Mayor thanked the group for joining together for a joint meeting. He shared the importance of what the short- and long-term goals are for this group.

   Councilwoman Matson would like to advocate on pages 118-119, several recommendations made 1. Storm water plans, green streets and urban.

3. **Discussion of Agenda Items:**

   A. Setup discussion rules with two Chairs
      Both Committee Chairs discussed the overlap of our 2 boards and came together to work towards our common goals
   B. Goals of the two groups and how can each group support or merge goals
   C. Improving shade and canopy around the Village
      Group agrees to focus on district 3 with providing shade as this is where the greatest need is
   D. 2025 Resilience Action Plan
   E. Best tree list to plant for CO2 sequestering
      Chair of resiliency committee would like to come up with a list to offer/recommend to the residents. The resiliency group has offered to provide a list to the tree advisory board based on their research. The tree advisory board will then review the list and give recommendations based on all characteristics of the trees
   F. Update on “The Woods” Resiliency Committee will be meeting next month to discuss language on one of the plaques to be installed at the Woods.

4. **New Business**
   A. Possible future joint meetings and methodologies for communication and cooperation between meetings. Both Groups thought to join twice a year.
   B. Suggestions for next joint meeting.

5. **Requests for assistance to Village Council and Village Manager: None.**

6. **Adjournment**

Written by Secretary Jenna Knackstedt

AGENDA ITEM NO. 8.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Tree Advisory Board Meeting (March 30, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-TAB-03.30.26

TREE ADVISORY BOARD MEETING
MONDAY, MARCH 30, 2026 – 5:00 PM
VILLAGE OF PALMETTO BAY MUNICIPAL CENTER
9705 E. HIBISCUS STREET, PALMETTO BAY, FL 33157

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. January 26, 2026 (pending to be submitted and approved) submitted
   b. October 27, 2025 (pending to be submitted and approved) submitted
   c. September 30, 2024 (pending to be submitted and approved)
   d. November 25, 2024 (pending to be submitted and approved)
4. Old Business
   a. Discussion and selection of secretary to complete all meeting minutes that are pending to be submitted and approved by the Tree Advisory Board
   Secretary Crawford to complete all pending meeting minutes prior to next board meeting for review and approval.
   b. Status of the "Veterans' Park" including contractor and schedule

   Recommendation to award for contractor goes before Council for

   April 6th

   c. Status of "The Woods" project and path TAB made formal

   request to create a series of volunteer plantings. Director

   Carmona sent email to IRC with efforts to coordinate a volunteer

   day

   d. Updated list Tree Giveaway plants, and plans for additional dates and species

   TAB reviewed list of trees on giveaway brochure

   e. Update on areas of focus for the 2025-2026 fiscal year Craig is pitching an

   idea to volunteer over the next 18-24 months to plant in the swales on the 168th

   st/old cutler business district. There are currently plans in place for this district.

   The tree advisory board would like to see this in plan in progress.

5. Discussion of Agenda Items:

a. “Tree of the Year” Contest and procedures TAB made a motion to have all nominations go before the board prior to final votes by the public, however Director Carmona clarified that the nominations can go to the board prior to a nomination being made. This would ensure that the trees up for the award meet all of the criteria (non invasive, etc)

b. Planting location and chosen species for Environmentalist of the Year

TAB made a motion to remove an existing tree that is failing in the park and

plant a tree in this same area for this year or the upcoming year awardee.

c. World Tree City requirements and any application or awards status

Chair Clifford wanted to review the 5 criteria of being a World Tree City.

William with Public works explained that all of this criteria was met in order to

become a World Tree City.

6. New Business Councilwoman Matson spoke on the Pineland Rockland at Palmetto Bay Park, would like to see some maintenance as the areas has a lot of weeds in the planting area.
Craig proposed a response from public works about the volunteer planting program on 168th st/old cutler business district

7. Requests for assistance to Village Council and Village Manager
8. List of discussion items for the next meeting scheduled for Monday, June 29, 2026, at 5:00 PM

9. Adjournment

Written by Secretary Jenna Knackstedt

AGENDA ITEM NO. 8.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Tree Advisory Board Meeting (October 27, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-TAB-10.27.25

TREE ADVISORY BOARD MEETING
MONDAY, OCTOBER 27, 2025 – 5:00 PM
VILLAGE OF PALMETTO BAY MUNICIPAL CENTER
9705 E. HIBISCUS STREET, PALMETTO BAY, FL 33157

MINUTES

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

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

   - John Waters-16881 SW 89th Ave- speaking on favor to keep the Woods
   - Resident Neighbor of Woods and president of resiliency committee would like to work together with the Tree Advisory Board to form volunteer days to maintain/clean up the Woods

3. **Approval of Meeting Minutes**

   a. July 28, 2025 (attached) - Meetings were approved

   b. September 30, 2024 (pending to be submitted and approved)

   c. November 25, 2024 (pending to be submitted and approved)

4. **Old Business**

Tree Giveaway (April 18, 2026):
Discussed the selection of the trees and shrubs. The TAB made a motion to request an increase in the fund to $5,000 to be able to give away more trees and multiple giveaways.

Status of "The Woods":
Director Carmona gave an update on where the Village stands on the status of the Woods. 2 Different Resolutions will go before the council for approval at the beginning of November. There is uncertainty about when all restoration work needs to be completed. Does only the passive park/walkways need to be completed by July 2026 due date or does restoration work need to be completed as well.

Vice Mayor Merwitzer will get a clear interpretation of what our requirements are with the county to be within compliance.

Made a motion to recommend the council move forward with the installation of the benches, etc. for the walking paths and for the resolution to be passed to move forward with the plan for IRC to begin with their plan.

5. **Discussion of Agenda Items:**

    a. Areas of focus for the 2025-2026 fiscal year

6. **New Business:** None.

7. **Requests for assistance to Village Council and Village Manager**: None.

8. **Next Meeting**: Monday, November 24, 2025, at 5:00 PM

9. **Adjournment**

Written by Secretary Jenna Knackstedt

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
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 THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 2-25 "VILLAGE COMMUNICATIONS", RELATING TO THE RECOGNITION OF RELIGIOUS, CULTURAL, AND HERITAGE OBSERVANCES THROUGH VILLAGE COMMUNICATION CHANNELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Passed on First Reading at the July 6, 2026, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Village Communications-MM

ORDINANCE 2026-___

AN ORDINANCE OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING SECTION 2-25 "VILLAGE COMMUNICATIONS", RELATING TO THE RECOGNITION OF RELIGIOUS, CULTURAL, AND HERITAGE OBSERVANCES THROUGH VILLAGE COMMUNICATION CHANNELS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Village of Palmetto Bay values the diversity of its residents and seeks to foster an inclusive community in which all persons are treated with dignity and respect; and

WHEREAS, residents of the Village represent a broad range of religious faiths, cultural traditions, and philosophical beliefs, including but not limited to Christianity, Judaism, Islam, Hinduism, Buddhism, Sikhism, the Bahá'í faith, Native American spiritual traditions, and other faith communities; and

WHEREAS, the Village has historically recognized, promoted, sponsored, or publicized events and observances associated with Christian and Jewish traditions, including but not limited to Christmas, Chanukah, Easter-related activities, holiday celebrations, and other community events having religious as well as cultural significance; and

WHEREAS, the Village Council recognizes that community celebrations, holiday events, and cultural observances have long served to bring residents together, strengthen neighborhood ties, encourage volunteerism, and promote civic engagement; and

WHEREAS, the Village Council finds that extending equal opportunities for recognition to all faiths, cultures, and traditions represented within the community will enhance inclusiveness and unity among residents while preserving the community-building benefits of existing Village events and programs; and

WHEREAS, nothing in this Ordinance is intended to diminish, eliminate, or discourage existing Village-sponsored holiday, cultural, or community events, but rather to ensure that all residents have a fair and equal opportunity to seek recognition of significant religious, cultural, and heritage observances through Village communication channels; and

WHEREAS, the Village Council declares that equal treatment, mutual respect, and inclusion are fundamental community values and that recognition of the diverse traditions observed by Village residents promotes understanding, goodwill, and civic harmony; and

WHEREAS, the Village Council finds that all residents should be afforded equal treatment and equal opportunity to request recognition of religious, cultural, and heritage observances through Village communication channels, regardless of the particular faith, tradition, or belief system involved; and

WHEREAS, the Village Council further finds that a policy providing equal access based upon objective, viewpoint-neutral criteria promotes fairness, inclusiveness, transparency, and respect for the constitutional rights of all residents; and

WHEREAS, the Village Council intends that the Village neither endorse nor disfavor any religion, religious belief, or non-belief, but instead administer its communication policies in a manner that is neutral, consistent, and equally available to all qualified applicants; and

WHEREAS, the purpose of this Ordinance is to establish clear and objective standards governing requests for recognition of religious, cultural, and heritage observances, thereby ensuring that no faith, tradition, or belief system receives preferential treatment or unequal treatment within the Village; and

WHEREAS, the Village Council finds that adoption of this Ordinance is in the best interests of the Village and its residents.

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

Section 1. Incorporation of Recitals. The above recitals are incorporated as if set forth in full herein.

Section 2. Amendments to the Code. Section 2-25 of the Village Code of Ordinances is hereby created to read as follows:

Chapter 2 – Administration

Article II – Council

Section 2-25. – Village Communications.

(a) Purpose. The purpose of this section is to establish a uniform, viewpoint-neutral process through which residents and community organizations may request recognition of religious, cultural, and heritage observances through Village communication channels.

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

(1) "Observance" means a religious holiday, cultural celebration, heritage event, commemorative occasion, or similar community observance.

(2) "Village Communication Channels" means Village-operated social media platforms, newsletters, websites, calendars, bulletin boards, and similar informational outlets.

(3) "Qualified Applicant" means:
a. A resident of the Village;
b. A nonprofit organization located in Palmetto Bay, Florida, and serving Village residents; or

c. A religious congregation, cultural organization, educational institution, or community group located in Palmetto Bay, Florida, and conducting religious activities within Palmetto Bay, Florida.

(c) Eligibility. The Village may publish a notice on Village Communication Channels recognizing an Observance upon request when:

(1) The Observance has religious, cultural, educational, heritage, or community significance;

(2) The request is submitted at least fourteen (14) days before the Observance whenever practicable;

(3) The requested communication contains factual information regarding the Observance, including dates, significance, greetings, educational information, or public events associated with the Observance;

(4) The Observance and applicant comply with all applicable laws; and

(5) Space and scheduling limitations permit publication.

(d) Viewpoint Neutrality. The Village shall not approve or deny a request based upon:

(1) The religious, philosophical, political, or ideological viewpoint expressed;

(2) The popularity or unpopularity of a particular faith, culture, tradition, or belief system;

(3) Agreement or disagreement by Village officials with the beliefs or practices of the applicant; or

(4) The size of the faith or cultural group represented.

~~(e) Exclusions.~~

~~(1) The Village shall not communicate content under this section that:~~

~~a. Promotes unlawful activity;~~

~~b. Contains obscenity or material unprotected by the First Amendment;~~

~~c. Encourages violence, terrorism, or criminal conduct;~~

~~d. Promotes discrimination against persons or groups based upon protected characteristics;~~

~~e. Supports or opposes political candidates, political parties, or ballot questions; or~~

~~f. Constitutes commercial advertising or fundraising unrelated to the observance.~~

(2) The Village retains the right of authorship over anything communicated on Village Communication Channels. Nothing contained herein shall require the Village to communicate specific language, depictions, or renderings, or in any specific form as requested by the Qualified Applicant(s).

(f) Disclaimer. Any recognition or communication made pursuant to this section shall include the following statement:

"Recognition or communication of this Observance by the Village of Palmetto Bay is intended solely to inform residents of community religious, cultural, or heritage observances. Such recognition or communication does not constitute endorsement by the Village of any religion, religious belief, cultural tradition, organization, or viewpoint."

~~(g) Administrative Procedures.~~

Additions shown by underlining and deletions shown by ~~overstriking~~.
~~Double-strikethrough~~ indicates language deleted by amendment on first reading.

~~(1) The Village Manager shall establish a standardized application process for requests submitted under this section.~~

~~(2) Requests shall be reviewed using only the objective criteria established herein.~~

~~(3) Any denial shall be provided in writing and shall identify the specific provision of this section upon which the denial is based.~~

~~(h) Annual Report. The Village Manager shall provide an annual report to the Village Council identifying:~~

~~(1) The number of requests received;~~

~~(2) The number of requests approved and denied; and~~

~~(3) The reason for each denial.~~

(i) No Creation of Public Forum. Nothing in this section shall be construed as creating an unlimited or open public forum or requiring communication of all submitted content. The Village retains authority to administer the Village Communication Channels in a content-neutral manner consistent with this section and applicable law.

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 full force and 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 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 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 become effective immediately upon adoption at second reading.

PASSED ON FIRST READING this 6th day of July, 2026.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2026.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham	NO
Vice-Mayor Mark Merwitzer	YES
Council Member Patrick Fiore	YES
Council Member Steven Cody	NO
Council Member Marsha Matson	YES

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

Additions shown by underlining and deletions shown by ~~overstriking~~.
~~Double-strikethrough~~ indicates language deleted by amendment on first reading.

AGENDA ITEM NO. 10.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY, FLORIDA, BY CREATING SECTION 21-1 TO ESTABLISH REGULATIONS FOR THE OPERATION OF MICROMOBILITY DEVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer) (Passed on First Reading at the July 20, 2026, Special Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Micromobility_VM

ORDINANCE 2026-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY, FLORIDA, BY CREATING SECTION 21-1 TO ESTABLISH REGULATIONS FOR THE OPERATION OF MICROMOBILITY DEVICES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, the transportation facilities of the Village of Palmetto Bay (the "Village"), including its sidewalks and shared use paths, have been increasingly traversed by micromobility devices and electric bicycles; and

WHEREAS, the Village Council desires to establish procedures and regulations for the safe operation of micromobility devices within the jurisdiction of the Village consistent with Chapter 316, Florida Statutes, as amended; and

WHEREAS, the Village Council finds it to be in the best interest of the public health, safety, and welfare of the citizens to adopt this Ordinance amending the Village's Code.

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

Section 1. The Code of Ordinances of the Village of Palmetto Bay, Florida, is hereby amended by creating Section 21-1, to read as follows:

Chapter 21 - STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

* * *

ARTICLE I. – IN GENERAL

* * *

Sec. 21-1. – Micromobility Devices.

(a) Definitions. For purposes of this section, the following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words “shall” and “will” are mandatory, and “may” is permissive. Words not otherwise defined shall be construed to mean the common and ordinary meaning.

Bicycle. As defined in F.S. § 316.003(4), as amended, a Bicycle is every vehicle propelled solely by human power, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include a scooter or similar device.

Electric Bicycle. As defined in F.S. § 316.003(23), as amended, an Electric Bicycle is a bicycle or tricycle equipped with fully operable pedals, a seat or saddle for the use of the rider, and an electric motor of less than 750 watts which meets the requirements of one of the following three classifications:

Class 1 Electric Bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

Class 2 Electric Bicycle means an electric bicycle equipped with a motor that may be used exclusively to propel the electric bicycle and that ceases to provide assistance when the electric bicycle reaches the speed of 20 miles per hour.

Class 3 Electric Bicycle means an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the electric bicycle reaches the speed of 28 miles per hour.

This term does not include motorized scooters.

Micromobility Device. As defined in Section 316.003(41), Florida Statutes, as amended, a Micromobility Device is a motorized transportation device designed for individual use which is typically 20 to 36 inches in width and 50 pounds or less in weight and which operates at a speed of typically less than 15 miles per hour but no more than 28 miles per hour. This term includes both a human-powered and a nonhuman-powered device such as a bicycle, electric bicycle, motorized scooter, or any other device that is owned by an individual or part of a shared fleet. This definition shall not include golf carts or a motorized wheelchair or similar mobility device used for mobility purposes by persons with disabilities as defined under the ADA, 28 CFR s. 35.104, as may be amended.

Motorized Scooter. As defined in F.S. § 316.003(48), as amended, a Motorized Scooter is any vehicle or micromobility device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground. This definition does not include an electric bicycle. This definition shall not include a motorized wheelchair or similar mobility device used for mobility purposes by persons with disabilities as defined under the ADA, 28 CFR s. 35.104, as may be amended.

Shared Use Path means a path physically separated from motor vehicle traffic and constructed with asphalt, concrete, or another hard surface used by bicyclists, pedestrians, and micromobility devices as provided for in this section.

Sidewalk As defined in F.S. § 316.003(81), as amended, a Sidewalk means that portion of a right-of-way between the curbline, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

(b) Operation on sidewalks and shared use paths. Micromobility devices are permitted on Village Sidewalks and Shared Use Paths, except where otherwise restricted or prohibited under this section.

(c) Speed limits. A micromobility device operating on a Village sidewalk or shared use path shall not exceed the following maximum speeds:

1. Ten (10) miles per hour upon Sidewalks or Sidewalk Areas;

2. Fifteen (15) miles per hour upon Shared Use Paths.

(d) Parking; shared micromobility devices. A micromobility device shall not be parked, left standing, or abandoned in a manner that obstructs pedestrian or vehicular traffic; blocks a curb ramp, driveway, building entrance, or accessible route required under the Americans with Disabilities Act; or otherwise impedes the public right-of-way. A device parked in violation of this subsection may be relocated, removed, or impounded by the Village.

(e) Operator requirements; training; helmets. The following operator requirements apply to the operation of electric bicycles within the Village:

1. The Village Manager, or designee, shall provide training on the safe operation of Class 2 and Class 3 electric bicycles and compliance with the traffic laws of this state as provided for in this section.

2. An operator of a Class 2 or Class 3 electric bicycle who is under sixteen (16) years of age shall be required to complete the training required by this subsection prior to operating such a bicycle on Village roadways, Shared Use Paths, Sidewalks, and Sidewalk Areas.

3. The parent or legal guardian of an operator who is under sixteen (16) years of age shall attend the training required by this subsection along with the minor and shall sign, on a form provided by the Village, an acknowledgment of the risks associated with the operation of Class 2 and Class 3 electric bicycles.

4. The training required by this subsection shall be renewed every two (2) years.

(f) Applicability. The provisions of this section shall apply only to the streets, highways, Sidewalks, and Sidewalk areas under the jurisdiction of the Village.

(g) Exemptions. The provisions of this section shall not apply to:

1. Governmental personnel on official business, emergency vehicles, or the use of special mobile equipment for the repair or maintenance of public property; and

2. A person with a disability who uses a motorized wheelchair or similar mobility device for mobility purposes.

(h) Enforcement and penalties. This section shall be enforced as follows:

1. Any police officer, community service aide, or code compliance officer shall have the authority to enforce the provisions of this section.

2. Any person who violates the provisions of this section shall be subject to a fine of $250 for the first violation and $500 for any repeat violation.

* * *

Section 2. 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 3. Conflict. All Sections or parts of Sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions, or parts of resolutions, in conflict with this Ordinance are repealed to the extent of such conflict.

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. Reporting. At the Village's regular Council meeting in December 2027, the administration shall provide a report to the Village Council as to the training provided, enforcement, and any other relevant information related to this Ordinance.

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

PASSED ON FIRST READING this 20th day of July, 2026.

PASSED AND ADOPTED ON SECOND READING this 14th day of September, 2026.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham	YES
Council Member Steven Cody	NO
Council Member Marsha Matson	YES
Vice-Mayor Mark Merwitzer	YES
Council Member Patrick Fiore	NO

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 14, 2026
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, RELATING TO PUBLIC SAFETY; CREATING THE PALMETTO BAY PUBLIC SAFETY DISTRICT AS A DEPENDENT SPECIAL DISTRICT PURSUANT TO SECTION 189.02, FLORIDA STATUTES; AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES BY CREATING SECTION 26-1; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer) (Deferred from the Special Council Meeting of July 20, 2026)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Public Safety District_VMMM

ORDINANCE 2026-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC SAFETY; CREATING THE PALMETTO BAY PUBLIC SAFETY DISTRICT AS A DEPENDENT SPECIAL DISTRICT PURSUANT TO SECTION 189.02, FLORIDA STATUTES; AMENDING CHAPTER 26 OF THE CODE OF ORDINANCES BY CREATING SECTION 26-1; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, section 189.02, Florida Statutes, authorizes a municipality to create a dependent special district within its boundaries by ordinance; and

WHEREAS, the Village of Palmetto Bay, Florida (the "Village") provides law enforcement services through an interlocal agreement with Miami-Dade County, Florida (the "County"), delivered by the Miami-Dade Sheriff's Office (the "Sheriff's Office"), and public safety is an essential municipal service; and

WHEREAS, the dedicated funding of public safety and first-responder services through special districts is an established model in Florida, exemplified within the County by the Miami-Dade Fire and Rescue Service District, a dependent special district funded by a dedicated, separately stated millage; and

WHEREAS, a dependent public safety district provides residents with transparency and a dedicated source of funding for an essential service, while section 200.001(8)(d), Florida Statutes, ensures that the millage of the district, when added to the millage of the Village, does not exceed the millage cap applicable to the Village; and

WHEREAS, the Sheriff's Office has confirmed that the Village may pursue an independent process to create its own public safety special district; and

WHEREAS, the Village Council of the Village (the "Village Council") finds that creation of the district is the best alternative for these purposes,

is consistent with the Village's Comprehensive Plan, and serves a valid public purpose.

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

Section 1. Chapter 26, "Taxation," Article I, "In General," of the Code of Ordinances of the Village of Palmetto Bay, Florida, is hereby amended by the creation of a new section 26-1, to read as follows:

Sec. 26-1. – Palmetto Bay Public Safety District.

(a) *Creation and status.* There is hereby created a dependent special district known as the "Palmetto Bay Public Safety District" (the "district"), pursuant to section 189.02, Florida Statutes. This section shall constitute the charter of the district for purposes of section 189.02, Florida Statutes.

(b) *Purpose and powers.* The purpose of the district is to fund and support law enforcement and public safety services within the Village, including services provided under the Village interlocal agreement for police services. The district may:
  (1) levy ad valorem taxes as provided in subsection (e);
  (2) adopt and administer an annual budget;
  (3) receive, hold, and expend funds and enter into contracts for its purposes;
  (4) cooperate with the Village, Miami-Dade County, and the Miami-Dade Sheriff's Office in providing public safety services; and
  (5) exercise the powers necessary to carry out this section, exercising no power inconsistent with this section or law.

(c) *Boundaries.* The boundaries of the district are coextensive with the corporate boundaries of the Village of Palmetto Bay, as they now exist or are hereafter lawfully altered.

(d) *Governing body.* The governing body of the district is the Village Council. The Mayor and the members of the Village Council serve as the governing body of the district ex officio, with terms coterminous with their respective Village offices and without additional compensation. The Council, acting as the governing body of the district, shall conduct the business of the district subject to the same rules that govern the Council. The Village Manager, Village Clerk, Village Attorney, and Village Finance Department shall serve the district in their corresponding Village capacities.

(e) *Financing; millage; limitation.* The district may levy an ad valorem tax upon all taxable real and tangible personal property within the district as municipal dependent special district millage under sections 200.001(2)(d) and 200.001(5), Florida Statutes. Pursuant to section 200.001(8)(d), Florida Statutes, the millage of the district, when added to the millage of the Village, shall not exceed the maximum millage applicable to the Village under section 9(b), article VII of the Florida Constitution and section 200.081, Florida Statutes. The Village Council shall fix the millage of the district annually under section 200.065, Florida Statutes. The millage of the district shall be stated separately, as municipal dependent special district millage, on the notice of proposed property taxes and on the ad valorem tax bill. The district may also be funded by Village appropriations, intergovernmental revenues, grants, and contractual payments.

(f) Reporting and oversight. The district shall comply with chapter 189, Florida Statutes, including the requirements for meetings and notice under section 189.015; budget, audit, and financial reporting under sections 189.016 and 218.32; and reporting and public access under sections 189.069 and 189.0652. The members of the governing body and any officers of the district shall comply with all financial disclosure, ethics, voting-conflict, public records, public meetings, noticing, budget, audit, and reporting requirements applicable to dependent special districts and to municipal officers under Florida law, including chapter 112, Florida Statutes, chapter 189, Florida Statutes, and any other applicable law. The budget of the district shall be adopted by the

Village Council, and the financial activity of the district may be reported and audited together with that of the Village. The district shall designate a registered office and registered agent under section 189.014, Florida Statutes, and the Village Clerk shall make all filings required by chapter 189, Florida Statutes, including filing this section with the Department of Commerce.

(g) Findings; best alternative; comprehensive plan.

(1) The Village Council finds and determines, pursuant to section 189.02(4)(d), Florida Statutes, that the district is the best alternative for funding public safety services within the Village, because:

(i) law enforcement and public safety constitute an essential, recurring governmental service that benefits all property within the Village generally and is therefore properly funded through ad valorem taxation rather than through a special assessment, which requires a special and peculiar benefit to the assessed property;

(ii) a substantial portion of the district's services is delivered under the Village's interlocal agreement for police services by the Sheriff's Office, a separate governmental entity, and the cost of that contractual obligation is a discrete and identifiable component of the Village's budget, such that the district funds a bounded and definable special purpose rather than general government operations;

(iii) the district separately states and dedicates the public safety levy on the notice of proposed property taxes and on the ad valorem tax bill, affording residents transparency that a single, undifferentiated municipal millage or an internal fund of the Village cannot provide, and ensuring that any future change to public safety funding is made visibly and deliberately rather than obscured within a blended rate;

(iv) under section 200.001(8)(d), Florida Statutes, the millage of the district is added to the millage of the Village and may not exceed the maximum millage applicable to the Village, so that the district cannot increase the aggregate millage upon property within the Village and cannot be used to circumvent any constitutional or statutory millage limitation;

(v) the district diminishes no protection available to taxpayers, who remain subject to the same millage limitation, assessment, truth-in-millage, and value adjustment board processes, and the district remains wholly within the control of the Village Council and the accountability framework of chapter 189, Florida Statutes, whereas an independent special district may not be created by municipal ordinance, would require a special act of the Legislature, and would fragment governance, oversight, and reporting; and

(vi) consistent with the legislative intent expressed in section 189.011, Florida Statutes, that dependent special districts be created at the prerogative of municipalities to serve necessary and useful functions, the dedicated funding of essential first-responder services through a dependent special district is an established model in Florida, including within Miami-Dade County.

(2) The Village Council declares, pursuant to section 189.02(4)(h), Florida Statutes, that creation of the district is consistent with the Village of Palmetto Bay Comprehensive Plan, the district establishing a funding mechanism only, not altering the use, density, or intensity of any land, and supporting the public safety objectives of the plan.

Section 2. 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 3. 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 4. Effective Date. This Ordinance shall take effect immediately upon enactment at Second Reading.

PASSED ON FIRST READING this __ day of _____, 2026.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2026.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John J. Quick
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.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Alessia Bencomo, Public Services
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, RELATED TO STORMWATER UTILITY FEES; REVISING THE STORMWATER UTILITY FEE STRUCTURE IN SUPPORT OF THE VILLAGE STORMWATER MANAGEMENT SYSTEM; PROVIDING FOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Stormwater Engineer, Mairelys Gensler)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ordinance - Stormwater Fee 2026.docx
PalmettoBay-StormwaterReport-Final.pdf
Presentation_RateStudy

ORDINANCE NO. 2026-_____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO STORMWATER UTILITY FEES; REVISING THE STORMWATER UTILITY FEE STRUCTURE IN SUPPORT OF THE VILLAGE STORMWATER MANAGEMENT SYSTEM; PROVIDING FOR ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration Prepared by Stormwater Engineer, Mairelys Gensler)*

WHEREAS, on July 11, 2005, the Village of Palmetto Bay (the "Village") exercised its option to exempt from the provisions of Section 24-61-2 of the Code of Miami-Dade County, and establish a stormwater utility within the boundaries of the Village and commit to implement the provisions of Section 403.0893(1), (2) or (3), Florida Statues; and

WHEREAS, In May 2006, the Village adopted Ordinance 06-07 which established the Village's Stormwater Utility; and

WHEREAS, the Village has constructed, owns, operates, and maintains an extensive public stormwater management system to collect, convey, and manage stormwater, thereby protecting the health, safety, and welfare of its residents; and

WHEREAS, Section 15-107 of the Code established and assessed the initial Stormwater Utility Fees against each developed and undeveloped property within the Village for the services and facilities provided by the Stormwater Management Capital Improvement Program; and

WHEREAS, the Stormwater Utility Fees set forth in Section 15-107 of the Code has not been amended since 2020, as such the Village Council desires to update its Stormwater Utility Fee to be consistent with current costs and other expenses; and

WHEREAS, based on existing revenues being insufficient to cover operating expenses and existing debt service obligations, as well as to fund the projects identified in the Capital Improvement Plan (CIP), the

monthly Stormwater Utility Fee shall increase from $5.00 to $13.00 per Equivalent Residential Unit (ERU); and

WHEREAS, the Village Council desires to establish an equitable stormwater fee applicable to all developed and undeveloped properties that are connected to, use, are served by, or otherwise benefit from the Village's Stormwater Management System, thereby providing a dedicated and reliable funding source for the ongoing costs associated with the Capital Improvement Program and the annual operation and maintenance of the existing stormwater management system; and

WHEREAS, the Village Council hereby determines that, based upon the major Capital Improvement Projects recommended for implementation and the annual costs associated with the ongoing operation and maintenance of the existing stormwater management system, the increased costs of operating and maintaining the Stormwater Utility necessitate an increase in the Stormwater Utility Fees at this time; and

WHEREAS, the Village Council finds that adoption of this Ordinance is in the best interests of the Village and its residents.

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

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

Section 2. Amendment to Section 15-107.[1] Article III, Stormwater Management, Section 15-107 (Fee schedule and payment) of the Village Code, is hereby amended as follows:

Chapter 15 – Environment.

[1] / Deleted text is indicated by a strikethrough and added text is indicated by an underline.

Article III – Stormwater Management.

Section 15-107. Fee schedule and payment.

(a) The village service fee per ERU billing shall be $13.00 per month. Stormwater management utility fees shall be invoiced and collected as a separate line item on utility account bills. The village is authorized to utilize Miami-Dade County as an acceptable third party to perform billing services.

(b) Invoices for stormwater management utility fees shall be payable at the same time and in the same manner as other utilities, and subject to the enforcement procedures and penalties provided in section 15-112, *infra*.

(c) Separate accounts for stormwater utility services only may be established if other utilities are not furnished to the property.

(d) The owner of the property is ultimately responsible for all stormwater management utility fees imposed under this chapter.

Section 3. Repeal of Conflicting Provisions. The Provisions of the Village Code and all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

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. Inclusion in the Code. 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 Village Code, 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 amendment shall take effect on October 1, 2026.

PASSED ON FIRST READING this 14th day of September 2026.

PASSED and **ADOPTED ON SECOND READING** this __th day of_____ 20__.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
Village Attorney

VOTE 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 _____

RAFTELIS

VILLAGE OF PALMETTO BAY

Stormwater Revenue Sufficiency Study

Final Report / August 6, 2026



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RAFTELIS

August 6, 2026

Mr. Dionisio Torres
Public Service Director
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Subject: Stormwater Revenue Sufficiency Study Report

Dear Mr. Torres:

Raftelis Financial Consultants, Inc. (Raftelis) has completed our review of the stormwater rates for the Village of Palmetto Bay (the Village) and has summarized the results of our analyses, assumptions, recommendations, and conclusions in this report which is submitted for your consideration. The analysis encompassed a financial evaluation for the fiscal year (FY) period of October 1, 2025 through September 30, 2031 (the Forecast Period). Based on the assumptions relied upon in the development of the projected revenues and expenditure needs, Raftelis has identified the need for stormwater rate adjustments, which are summarized in this report.

The proposed rates are designed to meet a number of goals and objectives. The single most important objective of our analysis was to develop proposed rates that will produce revenues sufficient to meet the projected expenditure requirements of the stormwater system. The cost of operating the stormwater system has increased over the past several years, while monthly rates have not increased. Additional programs, along with necessary capital improvements, have also been identified that support the need for adjusting rates.

We appreciate the opportunity to be of service to the Village and would like to thank the Village staff for their valuable assistance and cooperation throughout the course of this study.

Sincerely,

Joe Williams
Vice President

Tristen Townsend
Consultant

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Exhibit 1: Operating Expenditure Forecast
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Exhibit 3: Projected Revenue Requirements
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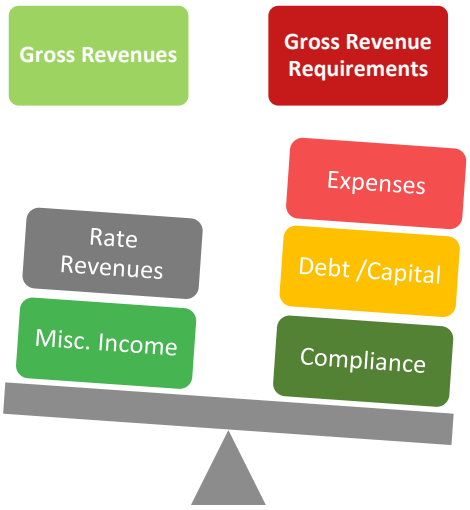
1. Executive Summary

1.1. Introduction

The Village of Palmetto Bay (Village) has retained Raftelis to review the Village's stormwater utility revenue requirements, evaluate the sufficiency of existing rates, and recommend rate adjustments to address identified financial needs.

While the Village annually reviews the financial position of the stormwater system (System) as part of the budgetary process, the Village last adjusted its stormwater utility rates in 2020. To evaluate the sufficiency of the current stormwater rates, the Village authorized Raftelis to conduct a comprehensive rate analysis to estimate the adequacy of rates through fiscal year (FY) 2031.

The foundation of the study and the primary objectives of the stormwater rates are to reasonably recover the cost of providing service, including the cost of operating the stormwater utility and the cost of infrastructure investment, as well as to comply with covenants of the outstanding and anticipated future indebtedness and identified fiscal policies / targets (referred to as the "revenue sufficiency" evaluation).



As shown in the preceding figure, the various components of cost associated with operating and maintaining a municipally owned utility, as well as the cost of financing the renewal and replacement of facilities and capital improvements for upgrades and expansion, are generally referred to as the gross revenue requirements. The sum of these cost components, after adjusting for other income and other operating revenues available to the utility, represents the net rate revenue requirements of the utility system.

The revenue requirements for this rate study were predicated on an analysis of stormwater costs projected through the FY ending September 30, 2031 (i.e., FYs 2026 through 2031). The projected revenue requirements included the various generalized cost components described as follows:

- Operating and Maintenance (O&M) Expenses: These expenses include the cost of labor, insurance, utilities, contractual services, maintenance, materials, supplies, and other items necessary for the operations and maintenance of the System.
- Capital Investment: Capital investment includes the amount of funding on an annual basis made from rates (pay-go spending) to fund ongoing renewals, replacements, improvements, and upgrades not financed by the issuance of debt obligations. This includes projects from the Stormwater Master Plan.
- Debt Service: Debt service includes the principal and interest on outstanding and proposed debt obligations payable from the net operating revenues.

The following is a summary of the net revenue requirements derivation:

+	Cost of Operation and Maintenance
+	Debt Service Payments
+	Transfers and Administration Payments
+	Capital Project Financing
+	Equipment Purchases
+	Working Capital Reserves / Financial Compliance
–	Other Operating Revenue
–	Interest Income
=	Net Revenue Requirements (Funded from rates)

1.2. Summary of Study Results

Based on the assumptions relied upon in the development of the projected revenue requirements, Raftelis has identified the need for rate adjustments for the stormwater system. The primary reasons for the rate adjustments include the following:

1. The stormwater system is currently operating at a deficit due to increased operating and capital costs over the past several years, and future budgeted expenditures are projected to increase.
2. The Village has a desire to increase activities that promote resiliency, green infrastructure, and urban cooling. As part of this engagement, costs associated with an expanded stormwater management program were developed and incorporated into the operating expenditure projection.
3. Large capital improvements are identified within the Forecast Period, and sufficient revenues are necessary to fund assumed annual debt service associated with these projects, as well as maintain compliance with debt service coverage requirements.
4. The need to maintain adequate operating reserves and margins to provide funds for emergencies, unanticipated cost increases, and allow for flexible capital improvement funding given the ongoing master plan update.

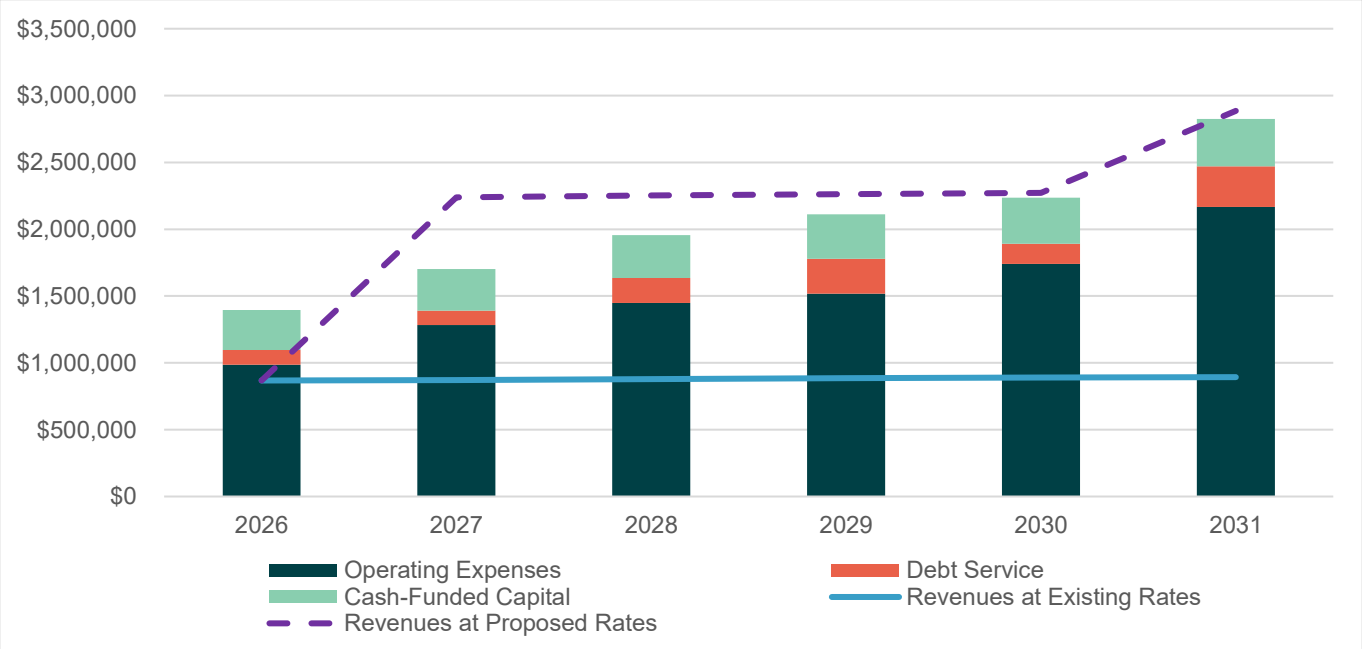
Based on the financial forecast for the System, which is described in detail in this report, the following rate adjustments are recommended:

Table ES-1: Proposed Rate Adjustments

Description	Monthly Rate per ERU	Monthly Change per ERU
Existing	$5.00	N/A
FY 2027	$13.00	$8.00
FY 2028	$13.00	$0.00
FY 2029	$13.00	$0.00
FY 2030	$13.00	$0.00
FY 2031	$16.50	$3.50

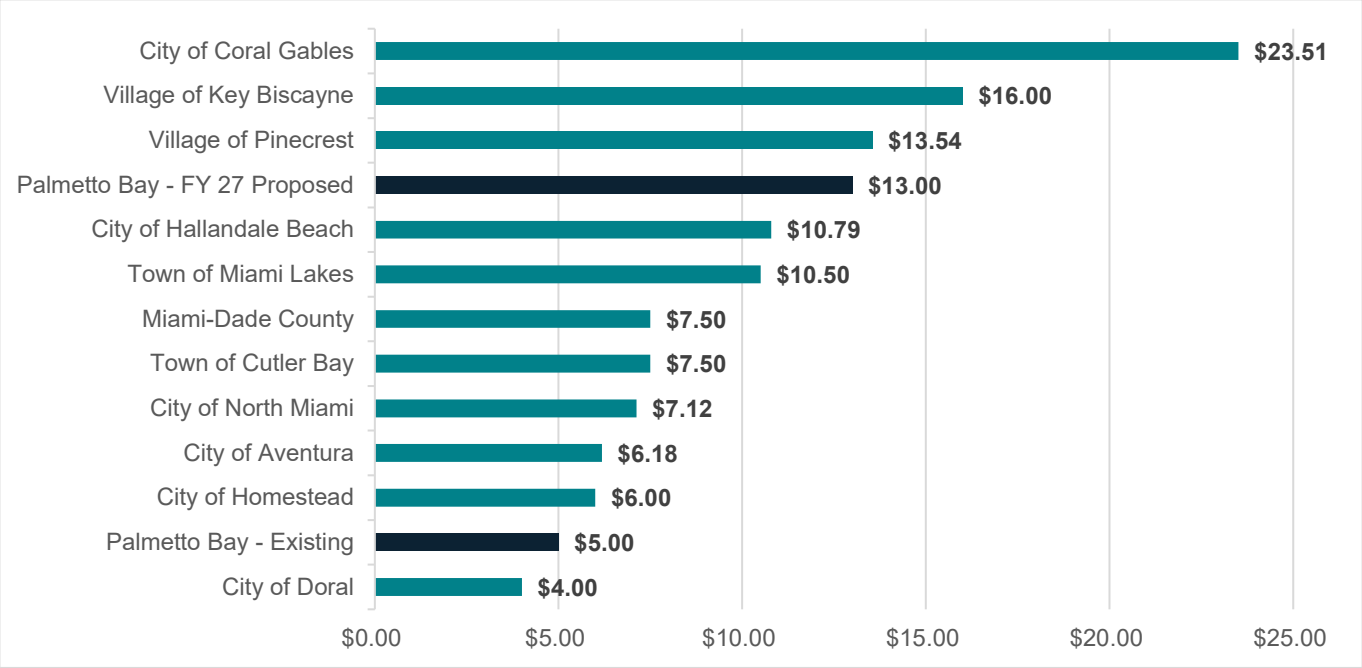
The adjustments shown above are recommended to be effective October 1, 2026 and are representative of the increases in costs to effectively operate and maintain the stormwater system. As demonstrated below, the existing rates are not sufficient to meet the revenue requirements; however, with the proposed rate adjustments, the rates will adequately recover the revenue requirements across the Forecast Period.

Figure ES-1: Revenue Sufficiency at Existing and Proposed Rates



In order to provide additional information regarding the proposed rate changes, the Village's existing and proposed residential rates have been compared with other jurisdictions. This rate comparison, as shown on Figure ES-2, includes a number of utilities throughout south Florida. It should be noted that funding of stormwater programs is not equal in all cities. Some cities use stormwater fees for the majority of the funding requirements related to stormwater improvements, whereas others may supplement stormwater programs with infrastructure funds or other funding sources and will have the appearance of lower stormwater rates.

Figure ES-2: Comparison of Residential Stormwater Rates



1.3. Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during our investigation, analyses, and preparation of this report:

1. The Village's existing fees for stormwater services are not anticipated to be adequate to fully recover the projected revenue requirements across the Forecast Period.
2. The Village should consider use of State Revolving Fund loans, or other borrowings, to provide funding for capital projects within the Forecast Period.
3. The Village should consider adopting the proposed stormwater rate, effective October 1, 2026, at $13.00 per equivalent residential unit (ERU) per month. The proposed adjustment for FY 2027 represents an $8.00 monthly increase per ERU. This rate level remains comparable to other local communities.
4. Upon completion of the stormwater master plan, the Village should review and update the stormwater financial forecast as necessary to provide funding for additional improvements that may be identified within and beyond the Forecast Period.

Following the Executive Summary, the remainder of this report outlines the assumptions for the projected revenues and expenditures for the stormwater utility fund.

2. Introduction

2.1. Background

The Village is located in Miami-Dade County and has an estimated population of over 25,000 residents, according to BEBR[1] reports. The Village's stormwater system benefits residential and non-residential development in the Village and serves approximately 8,000 stormwater customers as of FY 2025. The Village engaged Raftelis to conduct a rate study to review the sufficiency of the stormwater system's ability to meet financial requirements including operating costs, capital improvements, and reserve fund requirements over the period of FYs 2026 through 2031.

The Village constructs, upgrades, maintains, and operates the stormwater system with the intent of preserving property and providing adequate drainage of rainwater and groundwater flooding. Additionally, the system must ensure compliance with state and federal rules and regulations. This section provides a summary of the costs associated with the operations, upkeep, and upgrades to the stormwater system and the associated rates to provide adequate funding. The capital improvement plan (CIP) developed for the purposes of the study accounts for projects to be completed across FYs 2026 – 2031, as identified in part from the 2020 Village of Palmetto Bay Stormwater Master Plan Update (2020 Master Plan)[2]. However, the Village is currently in the process of updating their stormwater master plan which may identify additional projects, potentially within the Forecast Period and beyond. The Village may wish to consider refining the rate plan upon completion to address any additional future funding needs identified as a result of the new master plan.

The recommendations of this study are based on a financial forecast developed for the stormwater system that relies on a dynamic Excel-based model which forecasts future customers, revenues, operating expenses, debt service payments, and accounts for various cost escalations and rate adjustments. The study included the identification of utility operating and capital needs, review of the capital financing plan, and establishment of the timing of rate adjustments based on staff input. The financial forecast serves as the basis for the rate recommendations through FY 2031.

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[1]University of Florida Bureau of Economic and Business Research (BEBR), *Florida Estimates of Population 2025* (University of Florida, 2025), https://www.bebr.ufl.edu/wp-content/uploads/2025/12/estimates_2025.pdf.

[2] Kimley-Horn, *Village of Palmetto Bay Stormwater Master Plan Update* (December 2020), https://www.palmettobay-fl.gov/1236/Stormwater-Master-Plan.

3. Customers and Revenues

3.1. General

A major component in the determination of sustained revenue sufficiency for stormwater service is the development of the customer statistics, to which existing rates are applied to calculate revenues. The customer forecast is an essential component of this study which helps align the timing of future rate adjustments with capital projects and anticipated increases to ongoing operations. This section provides a discussion of the customer statistics for FYs 2025 – 2031.

3.2. Existing Stormwater Rates

Per the Village's Ordinance 2020-11, the existing stormwater rates are charged per equivalent residential unit (ERU) for all customers, with one ERU determined to be 1,578 square feet of impervious area. Single-family properties are billed 1 ERU, multifamily units are billed 0.6 ERUs, and nonresidential properties are billed ERUs based on individual properties' impervious area. The existing rate per ERU is $5.00 and has been unchanged since 2020. Prior to 2020, the rate per ERU had been set at $4.00 for fourteen years. The rates are charged on the Miami-Dade County utility bill, with those customers not served by Miami-Dade County utilities charged directly by the Village.

3.3. Customer Growth and Revenue Projection

Historical billing data for FY 2025 was relied upon to develop the customer summary for the forecast. The Village is fairly built out and is experiencing minimal new development and some ongoing redevelopment activity; therefore, ERUs were projected to grow at approximately 0.3% annually based on historical population data from BEBR. Using this growth, the revenue forecast was developed.

Table 1: Historical and Projected Customer Growth

Description	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
ERUs	14,747	14,791	14,836	14,880	14,925	14,970	15,014
ERU Growth	-	44	44	45	45	45	45
Annual Growth		-	0.3%	0.3%	0.3%	0.3%	0.3%

As shown above, in FY 2025, the Village served approximately 14,750 stormwater ERUs and is expected to grow to over 15,000 ERUs by FY 2031.

Table 2: Projected Rate Revenues from Existing Fees

Description	2026	2027	2028	2029	2030	2031
Rate Revenues	$852,700	$855,300	$858,000	$860,700	$863,400	$866,100

Under existing rates, the Village is projected to collect approximately $853,000 in FY 2026, growing to $866,000 in FY 2031.

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4. Revenue Requirements

4.1. General

Operating cash revenue requirements is the term that defines the various components of cost associated with operating and maintaining the System. The sum of these cost components, less any other income generated, represents the net revenue requirements that are funded from the annual stormwater assessment. The projected revenue requirements over the Forecast Period include the various generalized cost components described below:

- Operating and Maintenance (O&M) Expenses: These expenses include the cost of labor, insurance, utilities, contractual services, maintenance, materials, supplies, and other items necessary for the operations and maintenance of the System.
- Capital Investment: Capital investment includes the amount of funding on an annual basis made from rates (pay-go spending) to fund ongoing renewals, replacements, improvements, and upgrades not financed by the issuance of debt obligations.
- Debt Service: Debt service includes the principal and interest on outstanding and proposed debt obligations payable from the net operating revenues.

4.2. Operating and Maintenance Expenses

The adopted FY 2026 budget for the operations and maintenance of the stormwater system is used as the basis for the system's expenditure projections. A review of historical expenditures as compared to adopted budgets for the past four fiscal years was conducted. Based on this review and discussion with Village staff, the FY 2026 budget was adjusted downward by ten percent to reflect a lower budget execution rate. The adjusted FY 2026 budget was then projected for future years to reflect the anticipated impacts of inflation, labor and benefit adjustments, and other increases affecting ongoing expenses. These impacts are addressed on a budget line-item basis using specific escalation factors. Unless otherwise noted, the underlying assumptions and expenditure amounts included therein were assumed to be reasonable and reflect anticipated operations. The primary assumptions used in the projection of net rate requirements for FYs 2027 – FYs 2031 are:

- Expenditures anticipated to be impacted by inflation increase at 3.0 percent
- Salaries, merit, and associated benefits increase by 5.0 percent
- Insurance expenses increase by 10.0 percent
- General maintenance and contractual expenses increase by 5.0 percent

As mentioned previously, the Village has an interest in expanding its stormwater program to include activities that support and promote green infrastructure practices and the Village's urban forestry program. Therefore, expenditures associated with this expanded program were developed and evaluated, and have been incorporated into the operating expenditure forecast, in addition to the budgeted expenditures. The expanded

program costs are derived from the memorandum regarding Village of Palmetto Bay Stormwater Program Update (Raftelis, August 6, 2026)[3].

Table 3: Budgeted and Projected Operating Expenditures

Description	Adj. FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Personnel	$617,881	$653,900	$692,300	$733,100	$776,500	$822,900
Operating	$369,000	$384,500	$400,500	$417,300	$434,900	$453,700
Expanded Program [1]	$0	$243,518	$356,125	$367,213	$528,013	$888,710
Total Operating	**$986,881**	**$1,281,918**	**$1,448,925**	**$1,517,613**	**$1,739,413**	**$2,165,310**

[1] Expanded program costs as derived from Village of Palmetto Bay Stormwater Program Update memorandum (Raftelis, August 6, 2026).

As shown above, the total operating expenses grow from approximately $1 million to $2.2 million by the end of the Forecast Period.

4.3. Capital Improvement Plan

For the purposes of this rate study, the capital expenditures for the stormwater system are based on estimated project costs provided by Kimley-Horn, as derived from the 2020 Master Plan, and are assumed to be funded through a combination of rate revenues and State Revolving Fund (SRF) loans. Projects include localized drainage improvements, as well as flood mitigation and stormwater conveyance upgrades in Sub-basin #43 and Sub-basin #11, which address roadway flooding through new catch basins, manholes, and exfiltration trench infrastructure. The following table details the assumed stormwater capital improvement plan projects, project costs, funding sources, and project timing during the Forecast Period.

Table 4: FY 2026 - FY 2031 Capital Improvement Plan Project Listing

Description	Project Cost	Funding Source	Project Timing
Local Drainage Improvements	$1,965,100	Rate Revenues	2026 – 2031
Drainage Sub-basin #43	2,439,100	SRF Loan	2027 – 2030
Drainage Sub-basin #11	2,468,100	SRF Loan	2031 – 2032
Total	**$6,872,300**		

As mentioned previously, the Village is undergoing an update to the stormwater master plan, and it is possible existing projects may be revised or additional projects identified during this process.

[3] Raftelis, Memorandum to Village of Palmetto Bay, Re: Village of Palmetto Bay Stormwater Program Update, August 6, 2026.

4.4. Existing and Proposed Debt

The Village is required to pay Miami-Dade County its pro rata share of principal and interest of the Miami-Dade County Stormwater Utility Revenue Bonds, Series 2020. Total annual principal and interest payments are approximately $108,000 per year, with loan maturity occurring in FY 2029. As discussed in the CIP funding section, it is assumed the Village will issue two State Revolving Fund (SRF) loans in FY 2027 and FY 2031, for approximately $2.5 million each to fund capital projects for drainage sub-basins #43 and #11. SRF loans are low-interest rate loans offered through the Florida Department of Environmental Protection (FDEP) that typically result in lower borrowing costs for communities relative to standard bank notes or revenue bonds. One additional advantage to SRF loans is that debt service payments are not required during project construction and commence six months after the project is completed. The assumed terms of repayment for the SRF loans are provided on the following table:

Table 5: Anticipated Debt

Description	2027 SRF Loan	2031 SRF Loan
Project Cost	$2,439,100	$2,468,100
Term Length	20	20
Interest Rate	2.00%	2.00%
Average Debt Service	$152,200	$151,800
First Year Payment	FY 2028	FY 2031

Note: Construction period for 2027 SRF Loan is assumed to be 1.5 years.

4.5. Total Revenue Requirements

Based on the assumptions above, a summary of the assumed annual total revenue requirements over the Forecast Period are shown on the following table:

Table 6: Total Annual Revenue Requirements

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Operating Expenses	$986,881	$1,281,918	$1,448,925	$1,517,613	$1,739,413	$2,165,310
Debt Service	108,812	108,768	184,951	260,981	152,200	304,000
Capital Funded through Rates	300,000	310,500	321,400	332,600	344,300	356,300
Total Revenue Requirements	**$1,395,693**	**$1,701,186**	**$1,955,276**	**$2,111,194**	**$2,235,913**	**$2,825,610**
Less Miscellaneous Revenues	15,300	15,300	21,500	24,900	26,300	27,000
Net Revenue Requirements	**$1,380,393**	**$1,685,886**	**$1,933,776**	**$2,086,294**	**$2,209,613**	**$2,798,610**

The net revenue requirements grow from approximately $1.4 million to $2.8 million by the end of the Forecast Period.

5. Revenue Sufficiency

5.1. General

Sufficient revenues are necessary to pay for the continuing operations of the stormwater system providing for the health, safety, and welfare of the community and protection of property. The measure of revenue sufficiency is demonstrated not only by the ability to meet the annual operating requirements, but also to provide for ongoing capital asset renewals and upgrades. The initial task in determining revenue sufficiency is to identify the relative sufficiency of the revenues generated from existing rates to provide for: 1) projected O&M expenses; 2) debt service repayment obligations; 3) capital improvement expenditures; and 4) adequate reserve fund levels.

5.2. Revenue Sufficiency Forecast

To determine revenue sufficiency, the net revenue requirements are compared to the rate revenues at existing and proposed rates. As shown in the table below, the stormwater system is operating at a deficit and is projected to do so into the future, with the existing rates insufficient to meet the net revenue requirements. Therefore, rate adjustments are proposed.

Table 7: Revenue Sufficiency at Existing Rates

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Net Revenue Requirements	$1,380,393	$1,685,886	$1,933,776	$2,086,294	$2,209,613	$2,798,610
Revenues at Existing Rates	852,700	855,300	858,000	860,700	863,400	866,100
Surplus/(Deficit)	**($527,693)**	**($830,586)**	**($1,075,776)**	**($1,225,594)**	**($1,346,213)**	**($1,932,510)**

As outlined on the table below, stormwater rate adjustments are proposed to support funding the identified O&M expenditures and capital improvements across the Forecast Period, as well as to provide adequate net revenues each year to meet assumed debt service coverage ratios and maintain targeted minimum reserve levels.

Table 8: Proposed Rate Adjustments

Description	Monthly Rate per ERU	Monthly Change per ERU
Existing	$5.00	N/A
FY 2027	$13.00	$8.00
FY 2028	$13.00	$0.00
FY 2029	$13.00	$0.00
FY 2030	$13.00	$0.00
FY 2031	$16.50	$3.50

Note: Rates are anticipated to be in effect on October 1 of each fiscal year.

The monthly stormwater rates are proposed to increase from $5.00 to $13.00 per ERU in FY 2027, remain steady for the majority of the Forecast Period, and then increase to $16.50 per ERU in FY 2031. The increase in FY 2027 is largely to catch up to increased operating expenses over the past few years and to provide sufficient funding for the expanded stormwater program. Additionally, the increase will support increasing cash reserves to an adequate level. Sufficient revenues are generated at the $13.00 rate level to cover projected costs through FY 2030, allowing the rate to remain unchanged during this period. The second adjustment in FY 2031 reflects additional debt service associated with the Drainage Sub-basin #11 project and continued growth in operating costs.

The table below demonstrates how the proposed rates enable the stormwater system to generate sufficient revenues to fund the net revenue requirements.

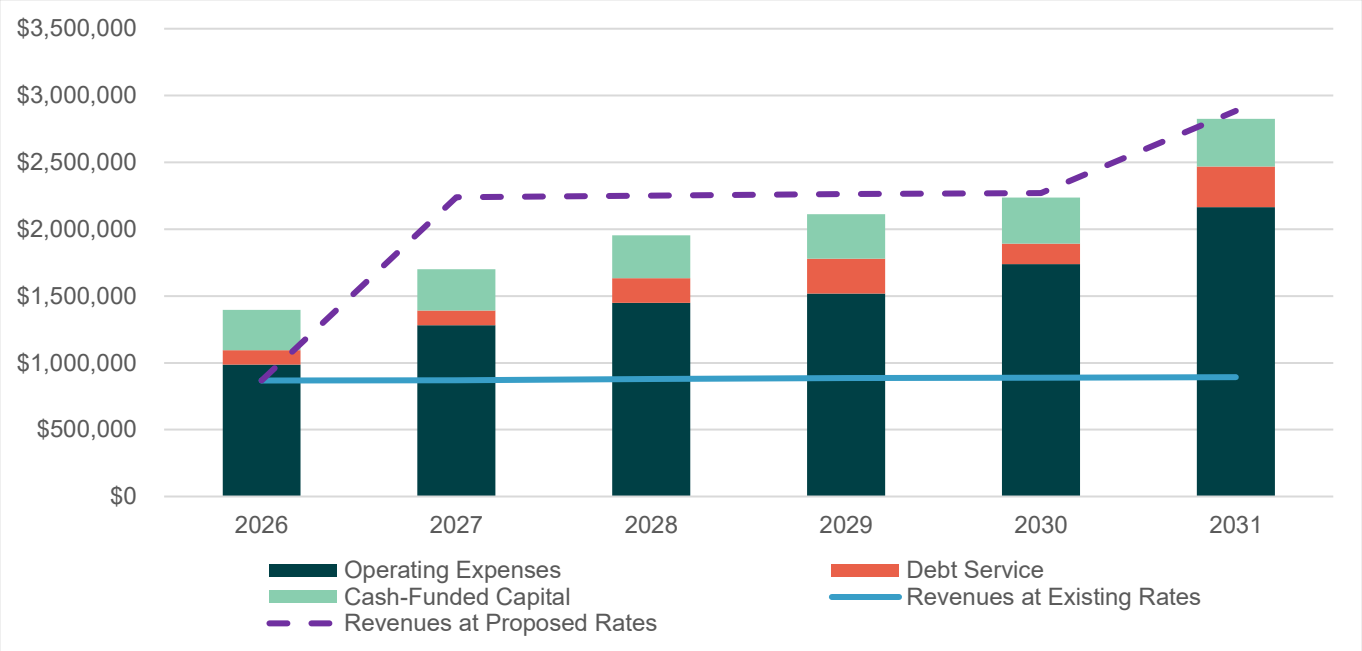
Table 9: Revenue Sufficiency at Proposed Rates

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Net Revenue Requirements	$1,380,393	$1,685,886	$1,933,776	$2,086,294	$2,209,613	$2,798,610
Revenues at Proposed Rates	852,700	2,223,800	2,230,800	2,237,800	2,244,800	2,858,200
Surplus/(Deficit)	**($527,693)**	**$537,914**	**$297,024**	**$151,506**	**$35,187**	**$59,590**

Additionally, the projected net revenue requirements for the Village's stormwater system are summarized on the figure below, as derived from Exhibit 3. As shown by the solid line on the chart, the existing rates will not be sufficient to meet all revenue requirements. Therefore, it is recommended the Village implement the recommended rate adjustments, that result in the revenues at proposed rates as demonstrated on the purple dashed line. These adjustments will address the operating deficit and enable the execution of necessary capital improvements, while building reserves that provide the Village with flexibility to address future capital needs identified by the ongoing master plan.

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Figure 1: Revenue Sufficiency at Existing and Proposed Rates



5.3. Cash Balances

The stormwater system should have adequate cash reserves in order to meet day-to-day funding needs, address unexpected emergencies requiring immediate financial resources, and have sufficient funds for capital appropriation. It is recommended that a fund balance is maintained to equal approximately 270 days of operating and maintenance expenses to build up sufficient reserves that allow for flexibility in funding additional capital that may be identified through the master planning effort and for projects beyond the Forecast Period. The 270 day level was chosen in part due to the FY 2031 target level that is approximately $1.5 million. This level of reserve balance will be important for the Village as existing infrastructure continues to age, the cost of capital projects continues to increase, and the overall costs for operating the stormwater utility continue to increase. The following table summarizes the projected cash balances for each fiscal year of the Forecast Period based on implementing the annual rate adjustments as recommended:

Table 10: Ending Cash Balances

Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Operating Reserve Balance	$760,907	$1,298,821	$1,595,845	$1,747,351	$1,782,538	$1,842,128
Reserve Target (270 Days O&M Expenses)	$730,000	$948,300	$1,071,800	$1,122,600	$1,286,700	$1,601,700

5.4. Debt Service Compliance

In addition to funding the net revenue requirements, the proposed stormwater rates must be sufficient to meet the debt service coverage requirements of the Village's existing and proposed debt. The debt service coverage ratio is calculated as a ratio of gross system revenues less the sum of operating expenses to the required debt service payments. The Village's outstanding loan agreements require repayment of debt service to Miami-Dade County; therefore, there is no debt service coverage requirement. For the assumed SRF loans, it is assumed the debt service coverage ratio will be 1.15x based on typical loan agreements through the program. Therefore, with the adoption of the proposed rate increases, the Village is anticipated to be in compliance with the assumed coverage requirements as demonstrated below:

Table 11: Debt Service Coverage Projection

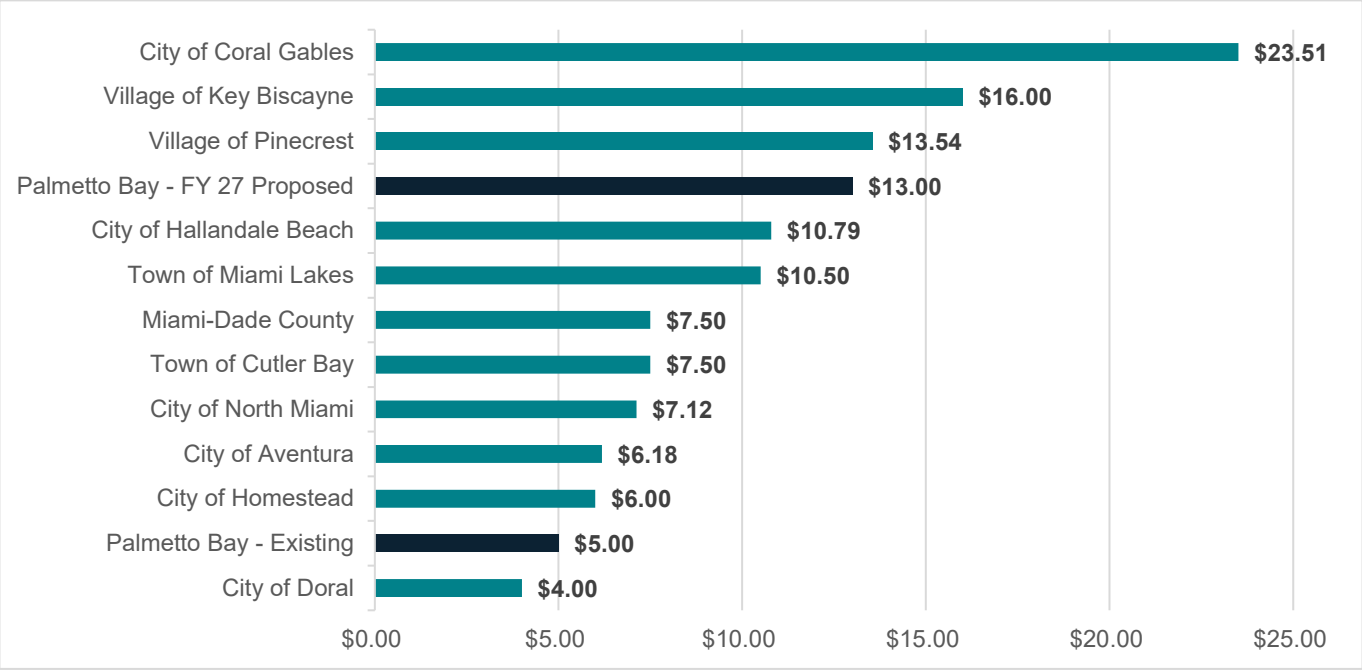
Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Net Revenues	($118,881)	$957,182	$803,375	$745,087	$531,687	$719,890
Proposed Debt Service	$0	$0	$76,100	$152,200	$152,200	$304,000
Annual Coverage Achieved	N/A	N/A	10.55	4.89	3.49	2.36
Coverage Target	N/A	N/A	1.15	1.15	1.15	1.15

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5.5. Proposed Residential Stormwater Rates and Comparisons

In order to provide additional information regarding the proposed rate changes, the Village's existing and proposed residential rates have been compared with other jurisdictions. This rate comparison, as shown on Figure 2, includes a number of communities throughout south Florida. It should be noted that funding of stormwater programs is not equal in all cities. Some cities use stormwater fees for the majority of the funding requirements related to stormwater improvements, whereas others may supplement stormwater programs with infrastructure funds or other funding sources and will have the appearance of lower stormwater rates. With the proposed rate increases, the Village's rates will remain comparable to many other local communities.

Figure 2: Comparison of Residential Stormwater Rates



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Village of Palmetto Bay
2026 Stormwater Revenue Sufficiency Study
Exhibit 1: Operating Expenditure Forecast

Description	Escalation Factor	2026 Budget	Adjustments	Adj. Budget 2026	Projected Fiscal Year Ending Sept. 30, 2027	2028	2029	2030	2031
Personnel									
Salaries & Wages	Labor	$470,902	($47,090)	$423,812	$445,000	$467,300	$490,700	$515,200	$541,000
Part time wages	Labor	0	0	0	0	0	0	0	0
Other Wages	Labor	0	0	0	0	0	0	0	0
Overtime	Labor	10,000	(1,000)	9,000	9,500	10,000	10,500	11,000	11,600
Payroll Taxes	Labor	36,024	(3,602)	32,422	34,000	35,700	37,500	39,400	41,400
Retirement Contributions	Labor	56,508	(5,651)	50,857	53,400	56,100	58,900	61,800	64,900
Health & Life Insurance	Insurance	113,100	(11,310)	101,790	112,000	123,200	135,500	149,100	164,000
Total Personnel		$686,534	($68,653)	$617,881	$653,900	$692,300	$733,100	$776,500	$822,900
Operating									
Workers Compensation	CPI	$9,500	($950)	$8,550	$8,800	$9,100	$9,400	$9,700	$10,000
Professional Services	CPI	15,000	(1,500)	13,500	13,900	14,300	14,700	15,100	15,600
Engineering/Architectural	Contractual	75,000	(7,500)	67,500	70,900	74,400	78,100	82,000	86,100
Administrative Temp	CPI	0	0	0	0	0	0	0	0
Travel & Per Diem	CPI	0	0	0	0	0	0	0	0
Postage	CPI	1,250	(125)	1,125	1,200	1,200	1,200	1,200	1,200
Insurance	Insurance	24,000	(2,400)	21,600	23,800	26,200	28,800	31,700	34,900
Landscape Maintenance	CPI	150,000	(15,000)	135,000	139,100	143,300	147,600	152,000	156,600
Repairs and Maintenance - Vehicle	Repair & Maint.	20,000	(2,000)	18,000	18,900	19,800	20,800	21,800	22,900
Drainage Maintenance	Repair & Maint.	20,000	(2,000)	18,000	18,900	19,800	20,800	21,800	22,900
Canal Maintenance	Repair & Maint.	40,000	(4,000)	36,000	37,800	39,700	41,700	43,800	46,000
NPDES Permit Fees	CPI	10,000	(1,000)	9,000	9,300	9,600	9,900	10,200	10,500
Operating Supplies	CPI	12,000	(1,200)	10,800	11,100	11,400	11,700	12,100	12,500
Uniforms	CPI	2,750	(275)	2,475	2,500	2,600	2,700	2,800	2,900
Furniture and Equipment	CPI	0	0	0	0	0	0	0	0
Vehicle Operation	CPI	25,000	(2,500)	22,500	23,200	23,900	24,600	25,300	26,100
Publications, Subscriptions, & Memberships	CPI	1,500	(150)	1,350	1,400	1,400	1,400	1,400	1,400
Professional Development	CPI	4,000	(400)	3,600	3,700	3,800	3,900	4,000	4,100
Contingencies	Constant	0	0	0	0	0	0	0	0
Total Operating		$410,000	($41,000)	$369,000	$384,500	$400,500	$417,300	$434,900	$453,700
Total Expenses		**$1,096,534**	**($109,653)**	**$986,881**	**$1,038,400**	**$1,092,800**	**$1,150,400**	**$1,211,400**	**$1,276,600**

Village of Palmetto Bay
2026 Stormwater Revenue Sufficiency Study
Exhibit 2: Capital Improvement Plan and Funding Sources

Description	Escalation	Funding Source	Projected Fiscal Year Ending Sept. 30, 2026	2027	2028	2029	2030	2031	6-Year Total
Drainage Sub-basin #43 - 2026 Rev.	Constant	2027 SRF	$0	$576,100	$598,000	$620,700	$644,300	$0	$2,439,100
Drainage Sub-basin #11 - 2026 Rev.	Constant	2031 SRF	0	0	0	0	0	2,468,100	2,468,100
Localized Drainage Improvement Projects	ENR	Rates	300,000	310,500	321,400	332,600	344,300	356,300	1,965,100
Total			$300,000	$886,600	$919,400	$953,300	$988,600	$2,824,400	$6,872,300
Funding Source Summary:									
Stormwater Rates		Rates	$300,000	$310,500	$321,400	$332,600	$344,300	$356,300	$1,965,100
2027 SRF Loan		2027 SRF	0	576,100	598,000	620,700	644,300	0	2,439,100
2031 SRF Loan		2031 SRF	0	0	0	0	0	2,468,100	2,468,100
Total			$300,000	$886,600	$919,400	$953,300	$988,600	$2,824,400	$6,872,300

Note: CIP as provided by Kimley-Horn on July 2, 2026.

Village of Palmetto Bay
2026 Stormwater Revenue Sufficiency Study
Exhibit 3: Projected Revenue Requirements

Description	Projected Fiscal Year Ending Sept. 30, 2026	2027	2028	2029	2030	2031
Operating Expenses	$986,881	$1,038,400	$1,092,800	$1,150,400	$1,211,400	$1,276,600
Green Infrastructure and Shade Program	0	243,518	356,125	367,213	528,013	888,710
Total Operating Expenses	$986,881	$1,281,918	$1,448,925	$1,517,613	$1,739,413	$2,165,310
Debt Service						
Existing Debt Service	$108,812	$108,768	$108,851	$108,781	$0	$0
Proposed Debt Service	0	0	76,100	152,200	152,200	304,000
Total Debt Service	$108,812	$108,768	$184,951	$260,981	$152,200	$304,000
Other Expenses						
Capital Funded through Rates	$300,000	$310,500	$321,400	$332,600	$344,300	$356,300
Total Other Expenses	$300,000	$310,500	$321,400	$332,600	$344,300	$356,300
Gross Revenue Requirements	$1,395,693	$1,701,186	$1,955,276	$2,111,194	$2,235,913	$2,825,610
Miscellaneous Revenue						
Interest Income	$15,300	$15,300	$21,500	$24,900	$26,300	$27,000
Net Revenue Requirements	$1,380,393	$1,685,886	$1,933,776	$2,086,294	$2,209,613	$2,798,610
Revenues from Existing Rates	$852,700	$855,300	$858,000	$860,700	$863,400	$866,100
Revenues from Prior Year Adjustments	0	0	1,372,800	1,377,100	1,381,400	1,385,800
Total Current Year Revenue	$852,700	$855,300	$2,230,800	$2,237,800	$2,244,800	$2,251,900
Percent Adjustment Proposed		160.00%	0.00%	0.00%	0.00%	26.92%
Adjustment Proposed		$8.00	$0.00	$0.00	$0.00	$3.50
Effective Month		Oct	Oct	Oct	Oct	Oct
Percent of Current Year Effective		100%	100%	100%	100%	100%
Total Revenue from Current Year Adjustment	$0	$1,368,500	$0	$0	$0	$606,300
Total Revenue from Rates	$852,700	$2,223,800	$2,230,800	$2,237,800	$2,244,800	$2,858,200
Total Revenue Surplus / (Deficiency)	($527,693)	$537,914	$297,024	$151,506	$35,187	$59,590

Village of Palmetto Bay
2026 Stormwater Revenue Sufficiency Study
Exhibit 4: Cash Balance Forecast

Description	Projected Fiscal Year Ending Sept. 30, 2026	2027	2028	2029	2030	2031
Operating Reserve						
Beginning Balance	$1,288,600	$760,907	$1,298,821	$1,595,845	$1,747,351	$1,782,538
Operating Surplus / (Deficiency)	(527,693)	537,914	297,024	151,506	35,187	59,590
Capital Funding	0	0	0	0	0	0
Ending Balance	$760,907	$1,298,821	$1,595,845	$1,747,351	$1,782,538	$1,842,128
Reserve Target (270 Days O&M Expenses)	$730,000	$948,300	$1,071,800	$1,122,600	$1,286,700	$1,601,700
Days Cash on Hand	281	370	402	420	374	311

RAFTELIS



Village of Palmetto Bay

Stormwater Rate Study

September 14, 2026

Background & Scope

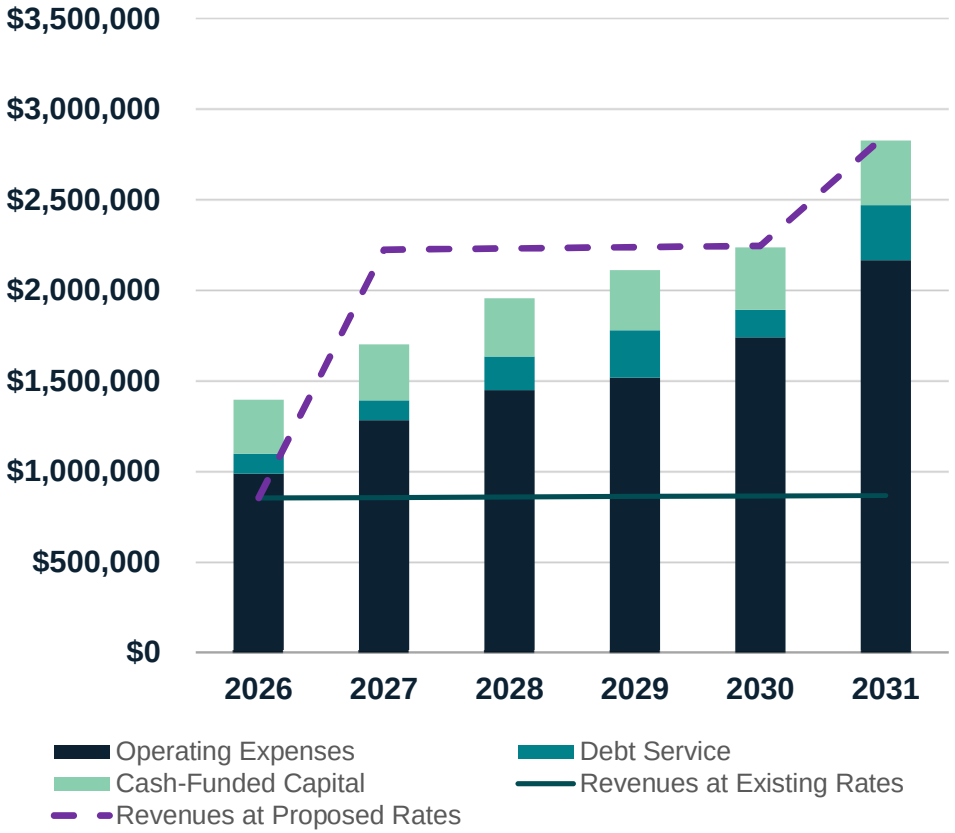

Photo credit: https://www.miamiandbeaches.com/

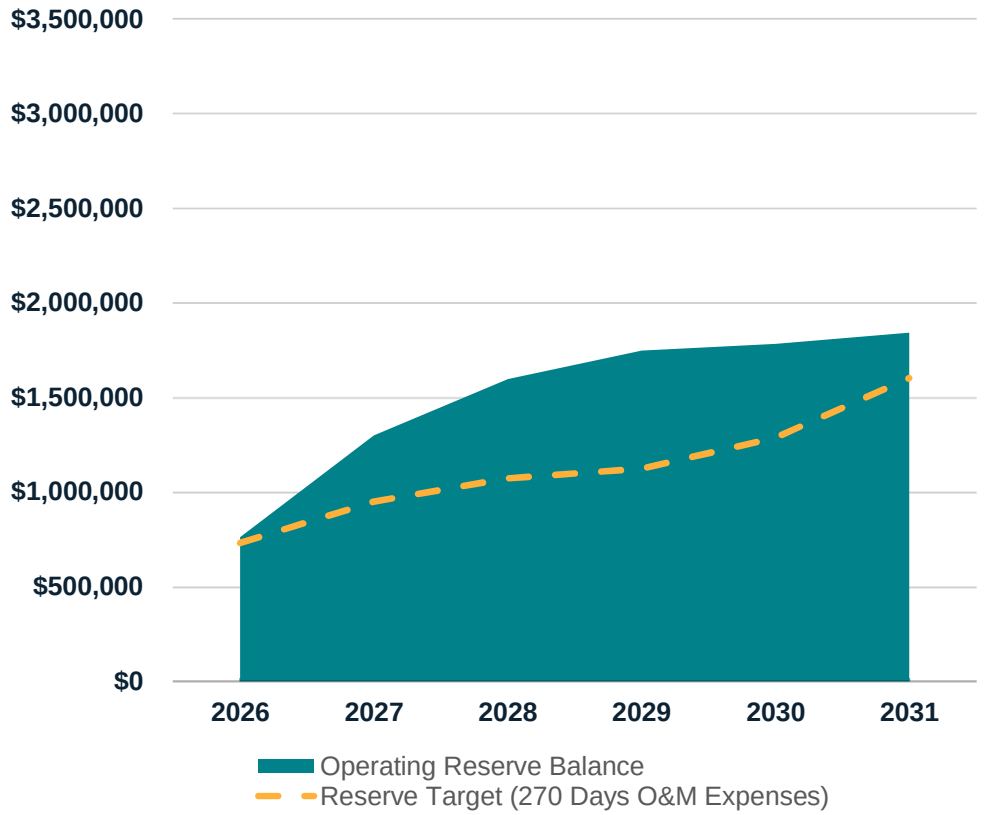
- Current monthly rate is $5.00 per equivalent residential unit (ERU)
- Rate study to address:
  - Increased operating costs
  - Additional capital needs
  - Green infrastructure and shade program costs

Existing Fees & Proposed Adjustments

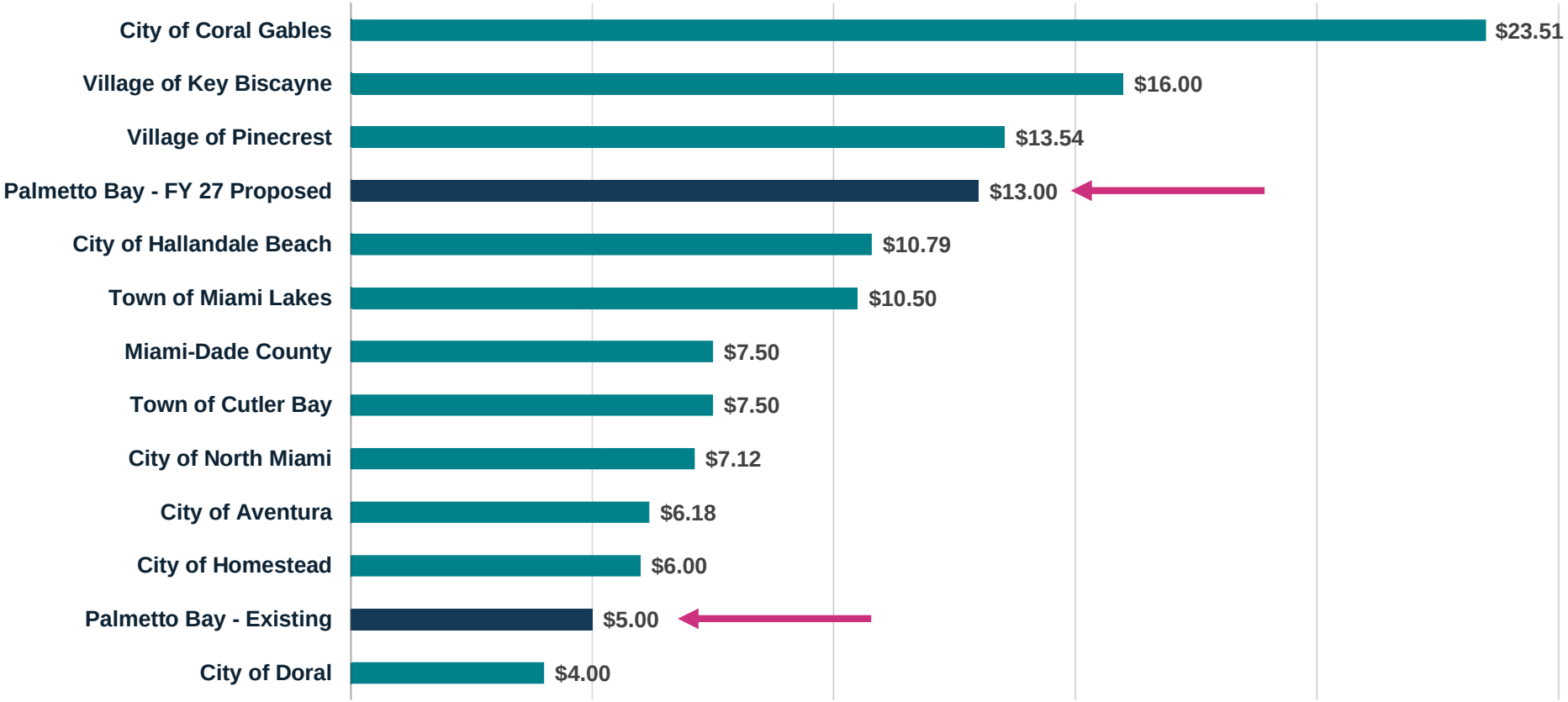
Fiscal Year	Monthly Rate per ERU	Monthly Change ($)
Existing	$5.00	-
2027	$13.00	$8.00
2028	$13.00	-
2029	$13.00	-
2030	$13.00	-
2031	$16.50	$3.50

Revenue Sufficiency at Existing & Proposed Rates





Local Comparison – Single Family per Month



Summary

- Existing revenues are insufficient to cover operating expenses and existing debt service
- Consider SRF funding for capital plan
- Rate plan is identified – recommend adopting the initial rate of $13.00
- Review forecast upon completion of master plan

RAFTELIS

Thank you!

Contact: Joe Williams
407 628 2600 / jwilliams@raftelis.com

Tristen Townsend
ttownsend@raftelis.com

AGENDA ITEM NO. 11.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk'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 32, "PASSPORT ACCEPTANCE FACILITY," OF THE VILLAGE'S CODE OF ORDINANCES; ESTABLISHING THAT PASSPORT APPLICATION FEES AND RELATED FEES COLLECTED ON BEHALF OF THE UNITED STATES DEPARTMENT OF STATE SHALL AUTOMATICALLY CONFORM TO THE FEES THEN IN EFFECT AS ESTABLISHED BY THE UNITED STATES DEPARTMENT OF STATE, WITHOUT THE NEED FOR FURTHER AMENDMENT TO THE VILLAGE'S CODE OF ORDINANCES; UPDATING THE VILLAGE'S PASSPORT PHOTO FEE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Village Clerk, Missy Arocha)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Passport Fees_MA

ORDINANCE NO. 2026-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; AMENDING CHAPTER 32, "PASSPORT ACCEPTANCE FACILITY," OF THE VILLAGE'S CODE OF ORDINANCES; ESTABLISHING THAT PASSPORT APPLICATION FEES AND RELATED FEES COLLECTED ON BEHALF OF THE UNITED STATES DEPARTMENT OF STATE SHALL AUTOMATICALLY CONFORM TO THE FEES THEN IN EFFECT AS ESTABLISHED BY THE UNITED STATES DEPARTMENT OF STATE, WITHOUT THE NEED FOR FURTHER AMENDMENT TO THE VILLAGE'S CODE OF ORDINANCES; UPDATING THE VILLAGE'S PASSPORT PHOTO FEE; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Village Clerk, Missy Arocha)*

WHEREAS, the Village of Palmetto Bay operates a passport acceptance facility through the Office of the Village Clerk; and

WHEREAS, the United States Department of State establishes and periodically updates passport application fees and certain related fees applicable to passport services; and

WHEREAS, requiring an amendment to the Village's Code of Ordinances each time the United States Department of State modifies an applicable fee may result in the Village's fee schedule becoming outdated; and

WHEREAS, the Village Council finds it to be in the best interest of the Village to require the Passport Acceptance Facility to adhere to the passport fees and related fees then in effect as established by the United States Department of State, without the necessity of further amendment to the Village's Code of Ordinances; and

WHEREAS, the Village Council also desires to update the fee charged by the Village for passport photographs from twelve dollars and eight-four cents ($12.84) to seventeen dollars ($17.00); and

WHEREAS, the Village Councils finds that adoption of this ordinance is in the best interests of the Village and its residents.

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Amendment to the Code.

Section 32-2, "Fees," of Chapter 32, "Passport Acceptance Facility," of the Village of Palmetto Bay Code of Ordinances is hereby amended to read as follows:

Chapter 32 – Passport Acceptance Facility.

Article I – In General.

* * *

Sec. 32-2. – Fees.

(a) Passport fees established by the United States Department of State.

The Village's Passport Acceptance Facility shall collect and process all passport application fees, expedite fees, delivery fees, file search fees, and any other fees or charges required to be paid to the United States Department of State in the amounts then currently established by the United States Department of State.

The Village shall automatically conform its passport fee practices and amounts to any fee schedule, fee change, or other applicable pricing requirement issued by the United States Department of State. Any future modification to such federal fees shall become effective for purposes of the Village's Passport Acceptance Facility upon the effective date established by the United States Department of State, or as otherwise required by applicable federal law or Department of State guidance, without the need for further amendment to this Code or adoption of a separate ordinance by the Village Council.

The Village Clerk, or designee, is authorized to update administrative materials, forms, notices, publications, and other customer-facing information to reflect the then-current fees established by the United States Department of State.

(b) Facility Acceptance/Execution Fee.

The Village shall collect the passport facility acceptance/execution fee in the amount authorized or required by the United States Department of State for passport acceptance facilities. If the United States Department of State modifies the authorized or required facility acceptance/execution fee, the Village shall automatically implement the revised fee in accordance with the applicable federal requirements, without the need for further amendment to this Code or adoption of a separate ordinance by the Village Council.

(c) Village fees.

In addition to any fees collected on behalf of the United States Department of State, the following fees shall apply to services provided directly by the Village:

Service	**Fee**
Passport Photograph	~~$12.84~~ $17.00

Section 3. Current Department of State Fees. For informational purposes only, and as of the United States Department of State's fee schedule in effect in July 2026, the Department of State lists the following passport application and related fees: first-time adult passport book, $130.00; first-time adult passport card, $30.00; first-time adult passport book and card, $160.00; child passport book, $100.00; child passport card, $15.00; child passport book and card, $115.00; expedited service, $60.00; and 1–3 day delivery, $23.36. The facility acceptance fee is $35.00. These amounts are not fixed by this Ordinance and are included

solely as a reference to the Department of State's fee schedule in effect at the time of adoption.

The Village shall instead charge and collect the amounts then currently required or authorized by the United States Department of State pursuant to Section 32-2.

Section 4. Repeal of 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 5. 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, which shall remain in effect.

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

Section 7. Effective Date. This Ordinance shall take effect immediately upon enactment.

PASSED ON FIRST READING this 14th day of September, 2026.

PASSED AND ADOPTED ON SECOND READING this ____ day of _____, 2026.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
Village Attorney

VOTE ON FIRST READING:

Mayor Karyn Cunningham ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham ___

Vice-Mayor Mark Merwitzer ___

Council Member Patrick Fiore ___

Council Member Steven Cody ___

Council Member Marsha Matson ___

AGENDA ITEM NO. 12.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Christina Cotto, Grants
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; SUPPORTING THE APPLICATION FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FLORIDA BEAUTIFICATION GRANT PROGRAM AND PROJECT MAINTENANCE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT APPLICATION AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-FDOT Grant Application
Reso-FDOT Grant Application
Project Details - US1 Refurbishment 2026

To: Honorable Mayor and Village Council

Date: September 14, 2026

From: Nick Marano, Village Manager

Re: FDOT Beautification Grant Application

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING THE SUBMITTAL OF A GRANT APPLICATION UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) FLORIDA BEAUTIFICATION GRANT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT APPLICATION AND RELATED DOCUMENTS ON BEHALF OF THE VILLAGE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

BACKGROUND AND ANALYSIS:

The FDOT Beautification Grant is available to local government entities interested in providing landscaping and irrigation along State Transportation Facilities. Funds awarded may be used to purchase and install plant materials, soil amendments, and irrigation systems. The Village is proposing improvements to the US1 median between SW 136 Street through SW 184 Street. Proposed improvements include replacing damaged landscaping, filling in landscaping gaps, fertilizing and re-mulching, and improvements to monument signs including repainting and lighting. Said improvements are estimated to cost approximately $220,000. The Village seeks to defray project costs by requesting $120,000 from FDOT and providing a match not to exceed $100,000.

FISCAL IMPACT:

If awarded, the Village is required to accept all maintenance and utility costs associated with the landscape project in perpetuity through an executed Memorandum of Understanding.

The estimated project budget is as follows:

Grant Award: $120,000
Village Match: $100,000
Total Project Costs: $220,000

ATTACHMENTS:

A. Attachment A – Project Details

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; APPROVING THE SUBMITTAL OF A GRANT APPLICATION UNDER THE FLORIDA DEPARTMENT OF TRANSPORTATION'S (FDOT) FLORIDA BEAUTIFICATION GRANT PROGRAM; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT APPLICATION AND RELATED DOCUMENTS ON BEHALF OF THE VILLAGE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

WHEREAS, the Village of Palmetto Bay desires to improve, develop, and beautify the community, including areas along state roadways, within its municipal boundaries; and,

WHEREAS, many roadside areas and median strips, particularly those within FDOT's right-of-ways (ROW), require regular maintenance and new landscaping; and,

WHEREAS, the FDOT Florida Beautification Grant Program funds the purchase and installation of plant materials, soil amendments, and irrigation systems along state ROWs; and,

WHEREAS, the Village is seeking funding assistance to purchase and install plant materials and soil amendments to enhance the US 1 median between SW 136 Street and SW 184 Street for an estimated cost of $120,000, with a Village match not to exceed $100,000; and,

WHEREAS, as required by FDOT, if grant funding is awarded, the Village agrees to accept all maintenance and utility costs associated with the landscape project in perpetuity through an executed Memorandum of Understanding.

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 hereby approves the Village's application for FDOT's Florida Beautification Grant program.

Section 3. The Village Manager is authorized to execute said grant application on behalf of the Village.

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

PASSED and **ADOPTED** this 14th day of September, 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John J. Quick
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 _____

August 13, 2026

Proposed US#1 Median Landscaping Refurbishment

Space Coast 13793 S. Dixie Hwy.- Remove existing Dwarf Ixora and the damaged Ficus in front of monument area, 17-foot x 12-foot area replace with Peanut Plants or *Mimosa pudica*.
(200)- 1gallon Peanut Plants. Estimated cost = $2,400

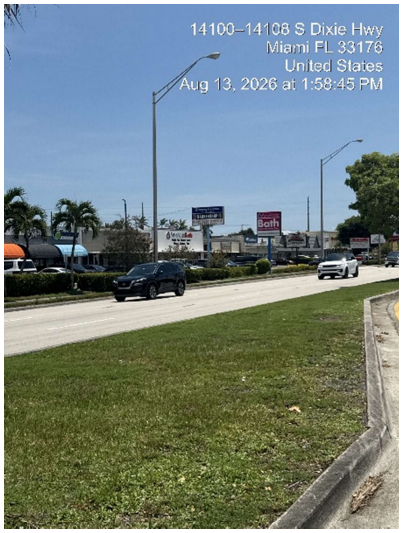


Mattress Firm 14092 S. Dixie Hwy- 20-foot x 10-foot End Cap- Remove organic material and replace with (90)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $2,000



William Fowler- Village Arborist
9495 SW 180th Street
Palmetto Bay, FL 33157
Office (305) 969-5011
wfowler@palmettobay-fl.gov

Ayesha Indian 14151 S Dixie Hwy- 80-foot x 10-foot- Installation of Palmetto Palms Installation of (20)- 25gallon Small Flowering Trees (i.e. Crape Myrtle). Estimated cost = $5,100



Dairy Queen 14234 S. Dixie Hwy.- 20-foot x 10-foot End Cap- Remove organic material and replace with (90)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $2,000

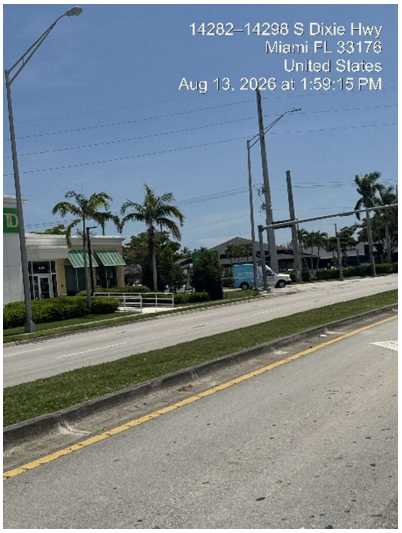


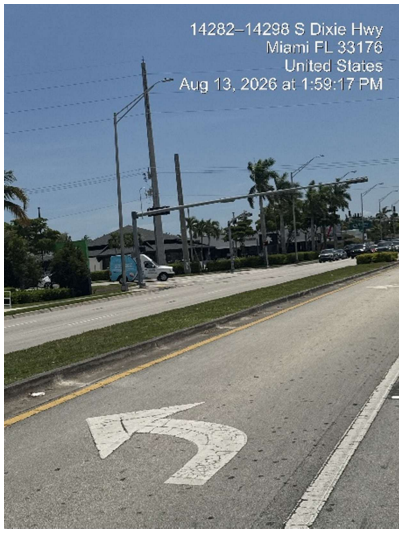
William Fowler- Village Arborist
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TD Bank 14398 S. Dixie Hwy.-

Installation of (20)- 25gallon Small Flowering Trees (i.e. Crape Myrtle). Estimated cost = $5,100

20-foot x 10-foot End Cap- Remove organic material and replace with (90)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $2,000







Cannabis Dispensary 14417 S. Dixie Hwy.-

25-foot x 10-foot End Cap- Remove organic material and replace with (95)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $2,110





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53-foot x 10-foot Remove organic materials and replace with Estimated cost = $2,110Clusia- *Clusia rosea 'Nana'*. Estimated cost = $4,180





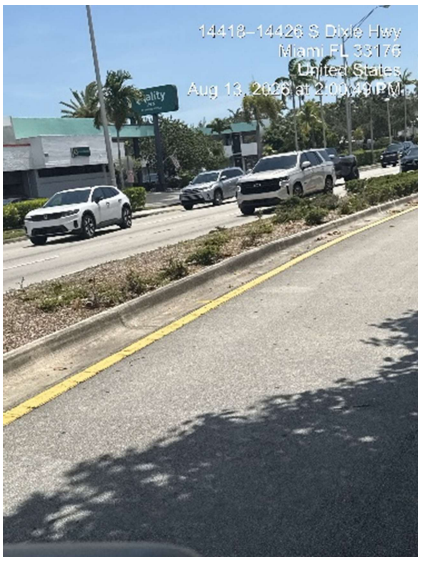
180 Linear feet of Dwarf Clusia- fill in gaps with same plant materials and mulch (90)- 3gallon plants. Estimated cost = $2,000.





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85-foot x 10-foot Remove organic material and replace with (295)- 3gallon Green Island Ficus- *Ficus macrocarpa* and mulch. Estimated cost = $6,490.

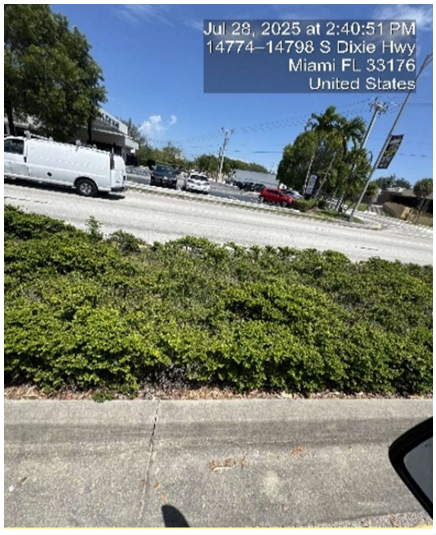




Starbucks 14795 S. Dixie Hwy.- "Dwarf" *Carissa macrocarpa*

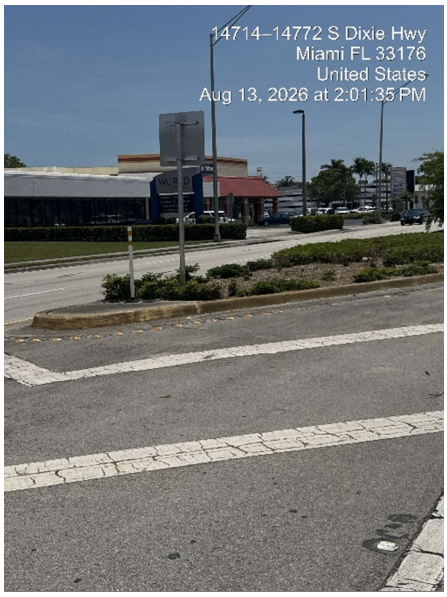
a) 112-foot x 10-foot "Shuffle Hoeing" of topsoil and Hand pulling of all weeds.
b) Apply granular and liquid soluble fertilizer.
c) Re-mulch whole area. Estimated cost = $1,000.

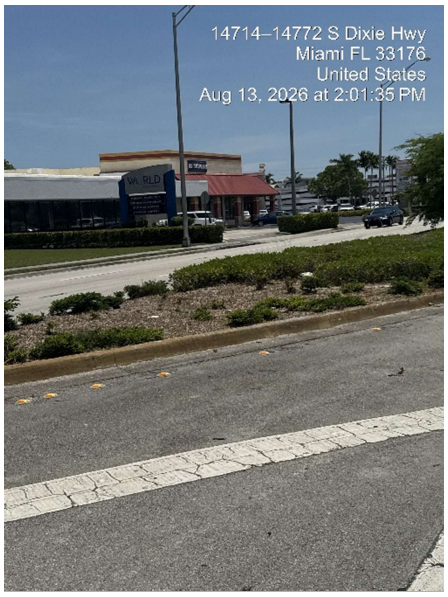




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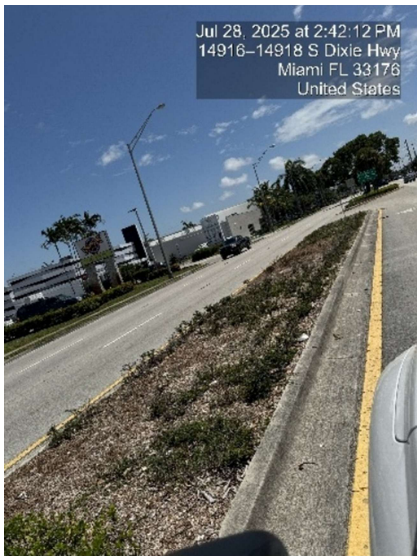
Wells Fargo 14801 S. Dixie- 20-foot x 10-foot End Cap- Remove organic material and replace with (90)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $2,000

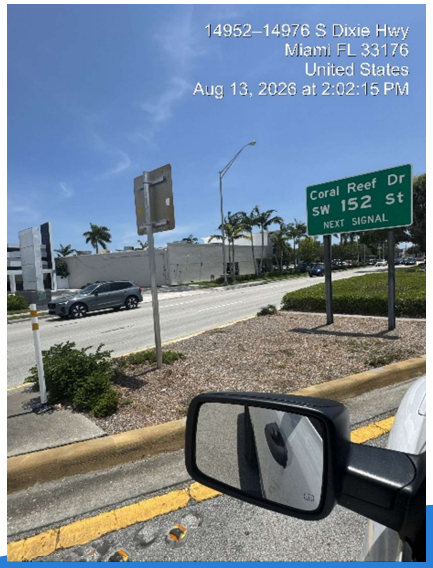




Fuddruckers 14907 S. Dixie Hwy.-

a) 85-foot x 10-foot Remove organic material and replace with (295)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $6,490.
b) 20-foot x 10-foot End Cap- Remove organic material and replace with (90)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $2,000





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Aldi 15001 S. Dixie Hwy.- 100-foot x 10-foot Remove organic material and replace with (450)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $9,900.







Chase Bank 15101 S. Dixie Hwy.-

180 Linear feet of Dwarf Clusia- fill in gaps with same plant materials and mulch (90)- 3gallon plants. Estimated cost = $2,000.





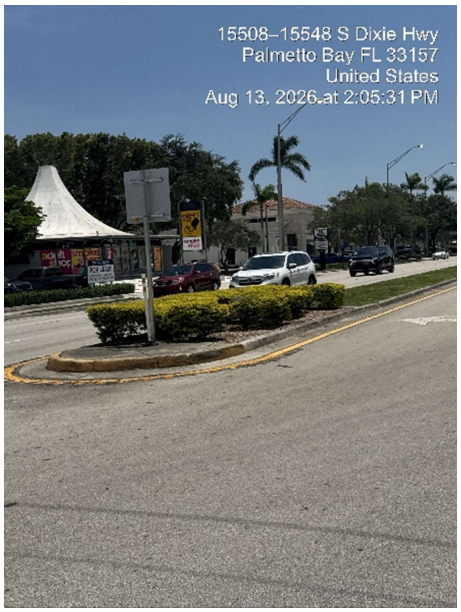
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Ford 15555 S. Dixie Hwy.- Replacement of two missing trees. Estimated cost = $1,300





Axe Habits 15715 S. Dixie Hwy.- 22 Linear feet of hedge materials, fill in gaps with same plant materials (Pigeon Berry- Duranta erecta). Estimated cost = $600





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Truist Bank 15725 S. Dixie Hwy.- "Dwarf" *Carissa macrocarpa*

a) 75-foot x 10-foot "Shuffle Hoeing" of topsoil and Hand Pulling of all weeds.

b) Fill in gaps with same plant materials. Estimated cost = $1,000



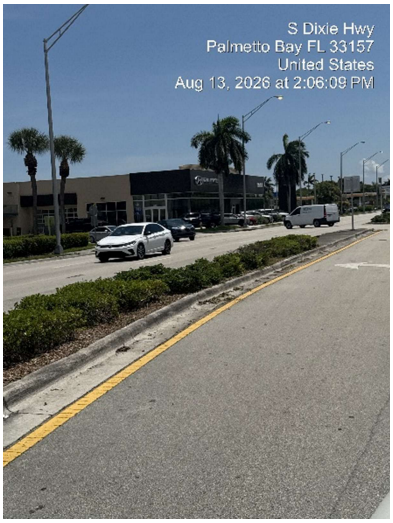


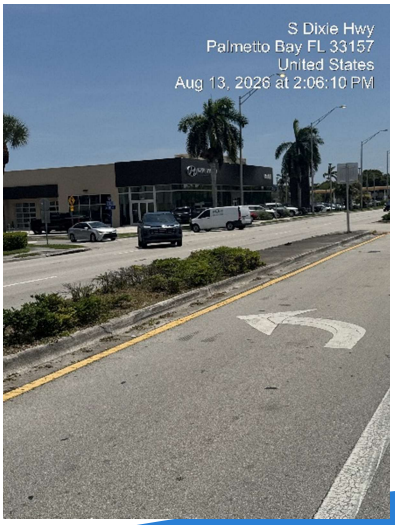


T-Mobile- 15801 S. Dixie Hwy.-

a) 78 Linear feet of Dwarf Clusia- fill in gaps with same plant materials (45)- 3gallon plants. Estimated cost = $1,000.

b) 45-foot x 10-foot Remove organic material and replace with (185)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $4,000

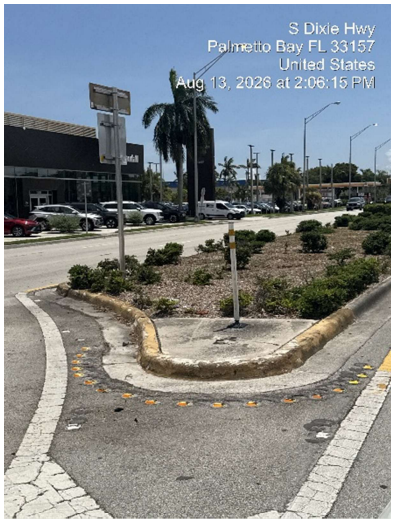




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Hyundai 15855 S. Dixie Hwy.-

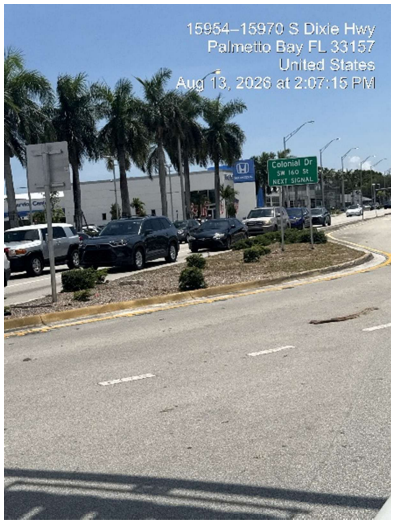
110-foot x 15-foot Remove organic material and replace with (575)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $8,500

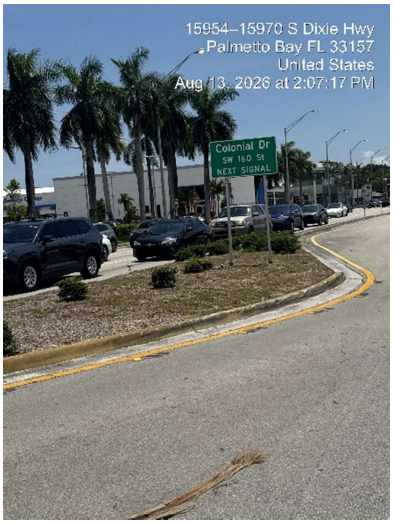






BrandsMart 16051 S. Dixie Hwy.- 85-foot x 10-foot Remove organic material and replace with (295)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $6,490.



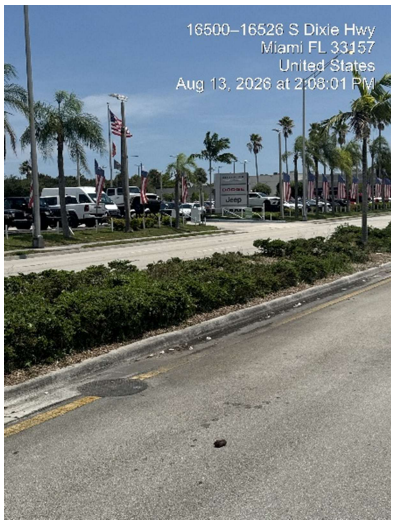


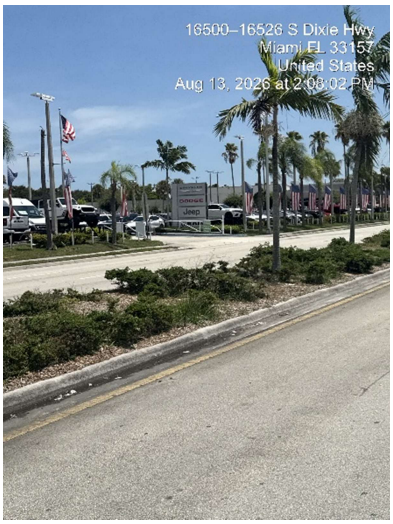


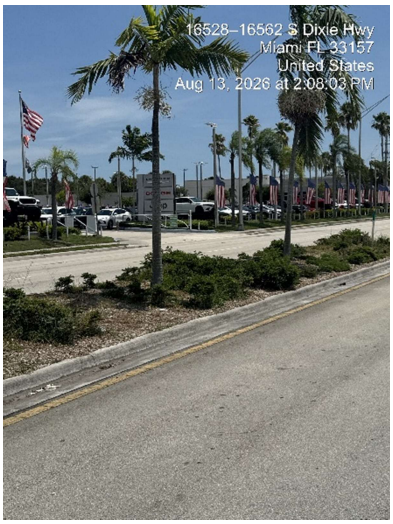
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Office (305) 969-5011
wfowler@palmettobay-fl.gov

Dadeland Dodge 16501 S. Dixie Hwy.-

a) 20-foot x 16-foot Endcap Remove organic material and replace with (120)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $2,640
b) 50-foot x 16-foot Remove organic material and replace with (335)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $7,370
c) 20-foot x 16-foot Endcap Remove organic material and replace with (120)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $2,640







Dadeland Dodge 16501 S. Dixie Hwy.- 20-foot x 50-foot of Dwarf Bougainvillea- fill in gaps with same plant materials (45)- 3gallon plants. Estimated cost = $1,000.







William Fowler- Village Arborist
9495 SW 180th Street
Palmetto Bay, FL 33157
Office (305) 969-5011
wfowler@palmettobay-fl.gov

Bay Village 1- 18301 S. Dixie Hwy.- Monument is being relocated to next northward Endcap.

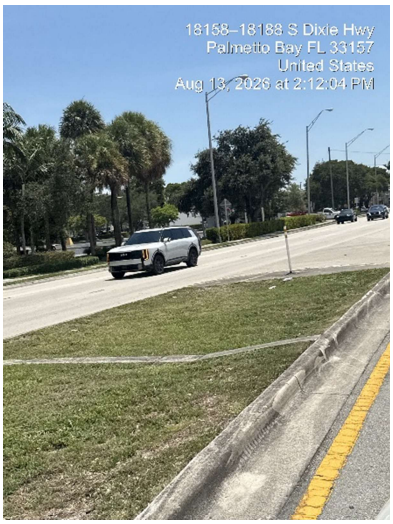
a) Install 5- Sabal Palms in area where monument was previously. Estimated cost = $1,875

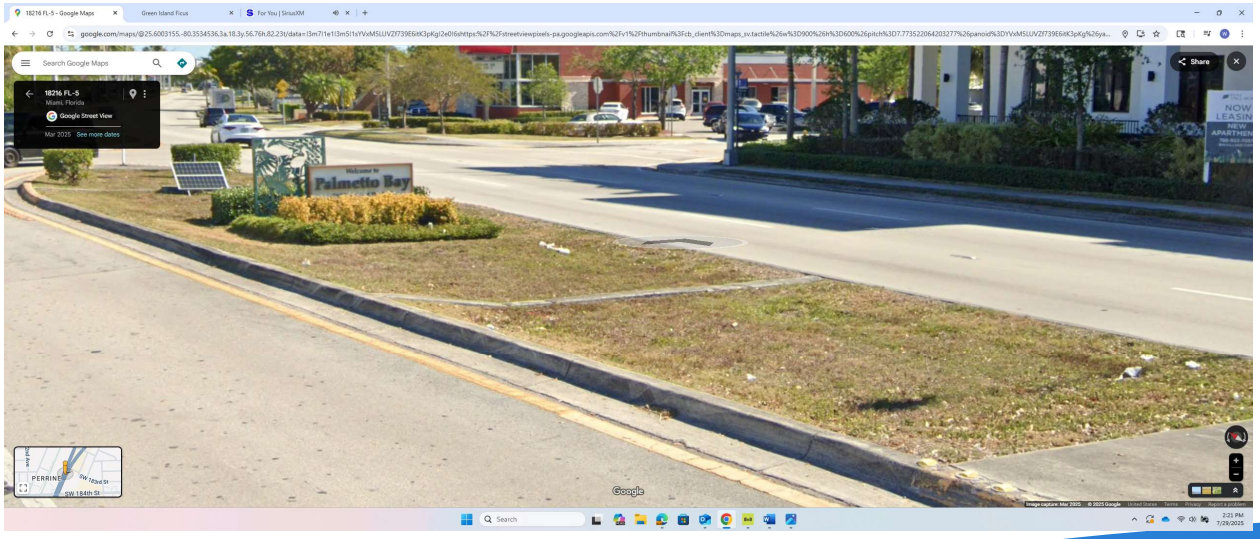
b) Install (35)- 3gallon Saw Palmetto around the Sabal Palms. Estimated cost = $770

c) Remove turf from 2 endcaps and replace them with Green Island Ficus. 25-foot x 10-foot End Cap- Remove organic material and replace with (190)- 3gallon Green Island Ficus- *Ficus macrocarpa*. Estimated cost = $4,220









William Fowler- Village Arborist
9495 SW 180th Street
Palmetto Bay, FL 33157
Office (305) 969-5011
wfowler@palmettobay-fl.gov

AGENDA ITEM NO. 12.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: September 14, 2026

SUBMITTED BY: Christina Cotto, Grants

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD IN THE AMOUNT OF ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS ($112,500.00) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) TO FUND THE DEVELOPMENT OF A STORMWATER MASTER PLAN, PROJECT NO. 4673-305-P47; APPROVING AGREEMENT NO. H1454 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

SUGGESTED ACTION:

ATTACHMENTS:
Memo-SWMP Grant Award
Reso-SWMP Grant Award
Attachment A - Agreement H1454

To: Honorable Mayor and Village Council

Date: September 14, 2026

From: Nick Marano, Village Manager

Re: Stormwater Master Plan Update

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD IN THE AMOUNT OF ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS ($112,500.00) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) TO FUND THE DEVELOPMENT OF A STORMWATER MASTER PLAN, PROJECT NO. 4673-305-P47; APPROVING AGREEMENT NO. H1454 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

BACKGROUND AND ANALYSIS:

The Village of Palmetto Bay completed its first Stormwater Master Plan in 2004 with the goal of reducing flooding conditions in the Village, particularly after a storm event, and improving water quality. The first update to the Stormwater Master Plan was completed in 2014 and prioritized new drainage improvement projects that addressed flooding, localized standing water, public health, and public safety issues. The Stormwater Master Plan was once again updated in 2020, and this update also studied impacts associated with sea level rise, as rising waters are expected to reduce efficiencies in the storm water system, and will therefore require additional infrastructure. Hurricane-prone areas should conduct Stormwater Master Plan updates every six years at minimum. Providing an update to the 2020 Stormwater Master Plan will allow the Village to further examine effectiveness of the ongoing Operation and Maintenance Program, evaluate progress in implementing capital improvements, and assess additional areas of the Village to further reduce flooding and further improve water quality.

FISCAL IMPACT:

The grant requires a match of $37,500, which is available in the Stormwater Fund. The grant budget is provided below.

Grant Award: $112,500
Village Match: $37,500
Total Project Cost: $150,000

ATTACHMENTS:

A. Attachment A – Agreement H1454

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD IN THE AMOUNT OF ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS ($112,500.00) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) TO FUND THE DEVELOPMENT OF A STORMWATER MASTER PLAN, PROJECT NO. 4673-305-P47; APPROVING AGREEMENT NO. H1454 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

WHEREAS, hurricane-prone areas should conduct Stormwater Master Plan (SWMP) updates every six years at minimum; and

WHEREAS, in March 2020, the Village Council adopted Resolution No. 2020-39, approving an update to the 2014 SWMP, which was completed in December 2020; and

WHEREAS, the Village of Palmetto Bay updates the SWMP to examine the effectiveness of the ongoing Operation and Maintenance Program, to evaluate progress in implementing the Capital Improvement Program, and to assess additional areas of the Village to further reduce flooding and continue to improve water quality; and

WHEREAS, the Village of Palmetto Bay implemented the recommended Operations and Maintenance Program, constructed several drainage projects included in the Capital Improvement Program, and constructed several localized drainage improvement projects; and

WHEREAS, the Village applied to and was awarded a grant through FEMA's Hazard Mitigation Grant Program as a subrecipient of the Florida Division of Emergency Management to update its 2020 Stormwater Master Plan; and

WHEREAS, the Village was awarded the amount of $112,500.00 and has pledged matching funds in the amount of $37,500.00, which is available in the current budget; and

WHEREAS, the Village desires to accept the grant to defray project costs.

NOW THEREFORE, BE IT RESOLVED BY THE 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 hereby accepts the HMGP grant for $112,500 managed by the Florida Division of Emergency Management for the SWMP Update.

Section 3. Project Agreement Number H1454, included herein as Attachment A, is hereby approved.

Section 4. The Village Manager is authorized to execute the grant agreement and all other future applicable documents on behalf of the Village.

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

PASSED and **ADOPTED** this 14th day of September, 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John J. Quick
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 _____

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Village of Palmetto Bay
PROJECT #:	4673-305-P47
PROJECT TITLE:	Village of Palmetto Bay Stormwater Master Plan
HMGP CONTRACT #:	H1454
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Dionisio Torres Public Services Director 9495 SW 180 Street Palmetto Bay, Florida 33157

Enclosed is your copy of the proposed contract(s)/modification(s) between **Village of Palmetto Bay** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign Country of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 850-332-3406 or email me at **Amanda.weigand@yagroup.com.**

Agreement Number: **H1454**

Project Number: **4673-305-P47**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Village of Palmetto Bay
Sub-Recipient's unique entity identifier (UEI/FEIN):	NMCMZ1MN2629 / 590541068
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 11, 2026
Subaward Period of Performance Start and End Date:	March 11, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$112,500.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$112,500.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$112,500.00
Federal award project description (see FFATA):	Stormwater Master Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Amanda.Weigand@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Village of Palmetto Bay, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Amanda Weigand
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-332-3406
Email: Amanda.Weigand@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Dionisio Torres
   Public Services Director
   9495 SW 180 Street
   Palmetto Bay, Florida 33157
   Telephone: 305-969-5011
   Email: dtorres@palmettobay-fl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 11, 2026 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$112,500.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: VILLAGE OF PALMETTO BAY

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 112,500.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Watershed Master Planning Program

Village of Palmetto Bay Stormwater Master Plan

Budget and Scope of Work

STATEMENT OF PURPOSE:

The Florida Division of Emergency Management's (Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Stormwater Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) DR-4673-305-P47, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Sub-Recipient, Village of Palmetto Bay, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Stormwater Master Plan (SWMP). This project is preceded by the Watershed Master Plan Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding.

The purpose of a Stormwater Master Plan (SWMP) is to assist the Sub-Recipient assess and prioritize both existing and potential stormwater issues. The SWMP shall outline recommendations for future improvements including conceptual designs and alternative solutions, to effectively manage water quantity and quality. This project intent is to promote flood resiliency by the development and implementation of the SWMPs.

This project shall result in the development of Stormwater Master Plans (SWMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. The plan shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall finalize the process by submitting a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

TASKS & DELIVERABLES:

A. TASKS

1. Create Preliminary Stormwater Master Plan.

The Sub-Recipient shall create a preliminary Stormwater Master Plan (SWMP), which is a narrative detailing an inventory of existing stormwater systems, the community's existing policies and regulations, identifying known problematic areas and areas with high flood risk, and proposes a series of recommendations for managing stormwater effectively. There shall be enough detail in the preliminary SWMP to verify the required analysis has been completed. Specifically, the required analysis for the

preliminary SWMP shall include all the Minimum Criteria required for a creditable SWMP under the two categories of Data Inventory and Collection and Stormwater Master Plan Criteria as follows:

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of bodies of water that receive stormwater discharges.
    c. Inventory of existing drainage system
    d. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. map of stormwater sewer systems
3. Existing regulations and plans in place for reducing flood risks
    a. Legal Authorities for Municipal Separate Storm Sewer System (MS4).

Stormwater Master Plan Criteria

4. Targeting pollutants of concern:
    a. What pollutants are present.
    b. How they are being monitored and assessed.
    c. How pollutant presence is being reduced.
5. Stormwater control measures:
    a. How construction site runoff is controlled.
    b. Describe stormwater management for areas of new development and redevelopment.
    c. What are the pollution prevention practices.
    d. Describe how illicit discharges are tracked and reported.
    e. Education, outreach, and public involvement.
6. Jurisdiction specific provisions:
    a. Existing land uses-current and future.
    b. Effectiveness of managing stormwater runoff.
    c. Best management scenarios for mitigating stormwater runoff.
7. The community must adopt the final plan.
8. If applicable, SWMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, previous assumptions on hydrology, sea level rise and future land use, are still applicable.

TASK 1 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit following Task 1 deliverables to the Division:

a) An electronic copy of the preliminary Stormwater Master Plan (SWMP).

b) A separate electronic document listing how and where in the preliminary SWMP the Minimum Criteria listed under Task 1 are met.

c) A separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution.

d) A separate electronic document with all comments between the Sub-Recipient Staff and contractor from their review of the SWMP, and

e) Submit previous SWMP or if no previous SWMP exists submit a letter stating as such.

Reimbursement / Payment for Task 1 shall occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary SWMP and Task 1 Deliverables have been approved. To be approved, the preliminary SWMP shall show how all the listed Minimum Criteria required for a creditable SWMP are intended to be met.

2. Revise Draft Stormwater Master Plan and Submit Completed Stormwater Master Plan.

After receiving feedback from the Division on the preliminary Stormwater Master Plan (SWMP), from Task 1 (per Task 1 Deliverables), the Sub-Recipient shall finalize the flood modeling process and submit their completed SWMP. At a minimum, the modeling and SWMP must meet the Minimum Criteria required for a creditable SWMP shown above. The Sub-Recipient shall update their SWMP, if revisions are necessary based on the Division's feedback, and submit the completed SWMP to the Division for review.

The Sub-Recipient shall coordinate, throughout the activities for Task 2, with the applicable Local Mitigation Strategy (LMS) working group to ensure that the working group shall adopt the SWMP as an annex in the next LMS update and use the data to inform the risk assessment and mitigation strategy.

TASK 2 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager, for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit the following Task 2 deliverables to the Division:

a) An electronic copy of the completed SWMP (after incorporating comments from the Division, if applicable).

b) A signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed SWMP shall be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update; and

c) Provide documentation of WMP submittal to ISO/CRS.

Reimbursement / Payment for Task 2 shall occur once the Sub-Recipient has received feedback from the Division confirming that their completed SWMP and Task 2 Deliverables have been approved. To be approved, the completed SWMP shall show how all the listed Minimum Criteria required for a creditable SWMP have been met.

3. Grant Management Tasks:

The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and performing all work plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

The Sub-Recipient shall monitor and manage the procurement and shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

During this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name

of service provider and any other pertinent information.

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services.

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final project cost. All Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

	Deliverable Value	**Due Date**
Task 1 – Create Preliminary SWMP based on Initial Flood Modeling; Submit Draft SWMP and additional Task 1 Deliverables	$120,000.00	18 months
Task 2 – Revise Draft SWMP; Submit Completed SWMP and additional Task 2 Deliverables	$30,000.00	26 months
Total	**$150,000.00**	26 months

Minimum Level of Performance: Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. PROGRAMMATIC

1. The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2. The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
3. The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4. Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5. The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
6. A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7. Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
8. The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending

the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

This is FEMA project number **4673-305-P47.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project to the State on March 11, 2026.

The State of Florida awarded this project on 03/17/26

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties. Period of Performance shall end on **May 31, 2028.**

D. FINANCIAL CONSEQUENCES:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5% of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conducting any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

SCHEDULE OF WORK:

Milestones / Tasks		
State Contracting:	3	Months
Local Procurement:	3	Months
Field Work and Data Collection (Task 1)	3	Months
Initial Flood Modeling (Task 1):	3	Months
Preliminary WMP and Task 1 Deliverables (Task 1)	3	Months
Revise WMP and Submit Completed WMP and Task 2 Deliverables (Task 2)	9	Months
Division Approval and Closeout	2	Months
Total Period of Performance:	**26**	**Months**

BUDGET:

Line-Item Budget*

FEES:	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$150,000.00	$112,500.00	$37,500.00
Other	$0.00	$0.00	$0.00
Total Project Fees:	**$150,000.00**	**$112,500.00**	**$37,500.00**

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

FUNDING SUMMARY TOTALS:

Federal Share:		$112,500.00	(75.00%)
Non-Federal Share:		$37,500.00	(25.00%)
Total Project Cost:		**$150,000.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Village of Palmetto Bay

REMIT ADDRESS: Attn: Nicholas Marano, 9705 East Hibiscus Street

CITY: Palmetto Bay STATE: Florida ZIP CODE: 33157

PROJECT TYPE: Stormwater Master Plan PROJECT #: 4673-305-P47

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1454

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Village Palmetto Bay PAYMENT #:

PROJECT TYPE: Stormwater Master Plan PROJECT #: 4673-305-P47

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1454

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				**TOTAL**	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: VILLAGE OF PALMETTO BAY

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: Village of Palmetto Bay **PROJECT #:** 4673-305-P47

PROJECT TYPE: Stormwater Master Plan **CONTRACT #:** H1454

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $ _____

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Village of Palmetto Bay
Sub-Recipient's Name

H1454
DEM Contract Number

4673-305-P47
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-305-P47

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 112,500.00

OBLIGATION/ACTION DATE: March 11, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: NMCMZ1MN2629

UEID/SAM# +4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Stormwater Master Plan (SWMP). This project is preceded by the Watershed Master Plan Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding.

The purpose of a Stormwater Master Plan (SWMP) is to assist the Sub-Recipient assess and prioritize both existing and potential stormwater issues. The SWMP shall outline recommendations for future improvements including conceptual designs and alternative solutions, to effectively manage water quantity and quality. This project intent is to promote flood resiliency by the development and implementation of the SWMPs.

This project shall result in the development of Stormwater Master Plans (SWMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. The plan shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall finalize the process by submitting a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?
   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City:_____State:_____Zip: _____

Phone Number: _____

Email Address:_____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

AGENDA ITEM NO. 12.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Alessia Bencomo, Public Services
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE STORMWATER MASTER PLAN; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO UPDATE THE VILLAGE'S STORMWATER MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS ($149,235.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration Prepared by Stormwater Engineer, Mairelys Gensler)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso - SWMP 2026.docx

2026 SWMP-KHA Proposal.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE STORMWATER MASTER PLAN; APPROVING THE SELECTION OF KIMLEY-HORN AND ASSOCIATES, INC. TO UPDATE THE VILLAGE'S STORMWATER MASTER PLAN; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH SAID COMPANY AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FORTY-NINE THOUSAND TWO HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS ($149,235.00); AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration Prepared by Stormwater Engineer, Mairelys Gensler)*

WHEREAS, in February 2004, Village Council adopted Resolution No. 04-21, approving a contract with Kimley-Horn and Associates, Inc. ("Kimley-Horn") for the development of a 2004 Stormwater Master Plan (SWMP); and

WHEREAS, the SWMP was completed and accepted in December 2004 via Resolution No. 04-102; and

WHEREAS, the SWMP was updated in 2012 and 2020; and

WHEREAS, the latest SWMP included a Capital Improvement Plan (CIP) that addresses nine (9) of the remaining priority stormwater improvement projects (basins) throughout the Village of Palmetto Bay ("Village") based on observed flooding, flood complaints, roadway conditions, traffic volumes, and hydraulic analysis; and

WHEREAS, the updated SWMP is now over six (6) years old and there have been several stormwater projects and localized drainage improvements that have enhanced and improved the Village's stormwater system; and

WHEREAS, there have been advancements and changes in the construction industry and in stormwater best management practices (BMPs) that warrant review and consideration for incorporation into the Village's stormwater program; and

WHEREAS, it is appropriate and timely for the Village to update its existing stormwater plan, and address identified issues, and evaluate additional areas within the Village for potential inclusion in the plan; and

WHEREAS, in accordance with Resolution No. 2010-36, Kimley-Horn is qualified to provide ongoing general civil engineering services for the Village and the Department of Public Services requested a proposal from said company to update the SWMP; and

WHEREAS, having completed the original SWMP in 2004, along with an update in 2012 and 2020 and implementing four (4) of the Village's stormwater capital improvement projects, Kimley-Horn has extensive information and local knowledge that will be used to minimize data collection activities for the SWMP update; and

WHEREAS, the Village finds that the adoption of this resolution is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Selection. The Village Council hereby approves the selection of Kimley-Horn to update the Village's Stormwater Master Plan.

Section 3. Authorization of Village Officials. The Village Manager and/or designee is authorized to enter into an agreement with said company, in substantially the same form and content as the attached Exhibit "A", subject to approval as to form and legality by the Village Attorney. The Village Manager and/or designee is further authorized to issue a purchase order in an amount not to exceed $149,235.00.

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

PASSED and **ADOPTED** this 14th day of September 2026.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
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. 26-01

Stormwater Master Plan-Update 3

PROJECT AGREEMENT

Between

THE VILLAGE OF PALMETTO BAY, FLORIDA

And

Kimley-Horn and Associates, Inc.

For

Work Authorization No. 26-01

Stormwater Master Plan-Update 3

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".

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.

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 **$149,235.00.**

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, 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 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.]

ATTEST:

VILLAGE OF PALMETTO BAY

_____
VILLAGE Clerk

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:

The VILLAGE was incorporated in September 2002 and a Stormwater Master Plan (SWMP) was completed in December 2004. The SWMP included a Capital Improvement Plan (CIP) that addressed seventeen priority stormwater improvement projects (sub-basins) throughout the VILLAGE based on observed flooding, flood complaints, roadway conditions, traffic volumes, and hydraulic analysis. Since, the VILLAGE has prepared Update 1 in 2014, and Update 2 in 2020.

To address flood protection for its residents, the VILLAGE seeks to identify and address critical drainage issues through preparation of Stormwater Master Plan Update 3 (SWMP-3). The CONSULTANT will expand the hydrologic and hydraulic analysis to evaluate a significant portion of the VILLAGE—approximately 50 percent of the applicable watershed area within the VILLAGE limits—to support both master planning and the VILLAGE's Community Rating System (CRS) objectives. Existing-conditions modeling and flood-depth mapping will be used to identify areas with critical flooding or drainage deficiencies. In coordination with the VILLAGE, the CONSULTANT will select four (4) new critical improvement projects for conceptual improvement development, proposed-conditions modeling, schematic plans, planning-level cost estimates, and prioritization. The CONSULTANT will also incorporate four (4) previously identified capital improvement projects that have not been implemented into the Capital Improvement Plan (CIP), using the project layouts and cost estimates documented in prior VILLAGE stormwater master plans and capital improvement programs. The resulting CIP will therefore include eight (8) projects: four (4) previously identified projects and four (4) new projects developed under SWMP-3. The SWMP update will also include development of an operation and maintenance program with an annual budget to improve the condition and performance of the VILLAGE's existing and future stormwater infrastructure.

The intent of SWMP-3 is to provide a coordinated watershed-scale assessment of the performance of the VILLAGE's existing stormwater infrastructure, visually document flooding under the 25-year and 100-year design storms, identify and prioritize critical drainage needs, evaluate conceptual improvements for four (4) new selected projects, and update the VILLAGE's CIP by incorporating four (4) previously identified but unimplemented projects. The study will also review the effectiveness of the current operation and maintenance program and consider sea level rise, resiliency, and changes in the construction industry when developing recommendations and budgets for the stormwater program.

Assumptions:

- The existing-conditions, baseline future-conditions, and proposed future-conditions hydrologic and hydraulic analyses will encompass VILLAGE-selected basins representing approximately 50 percent of the applicable watershed area within the

VILLAGE limits. Baseline and proposed future conditions will use the applicable NOAA sea level rise projection scenario or scenarios and planning horizon or horizons selected by the VILLAGE, with corresponding modifications to tidal boundary conditions, groundwater elevations, initial stages, and other applicable parameters.

- Detailed improvement alternatives, schematic plans, and planning-level cost estimates developed under this scope will be limited to four (4) new critical improvement projects selected in coordination with the VILLAGE based on the future-conditions needs assessment. Four (4) previously identified but unimplemented capital improvement projects will be incorporated into the updated CIP using project layouts and cost estimates from prior VILLAGE stormwater master plans and capital improvement programs; redesign, remodeling, independent verification of prior layouts or quantities, and preparation of new schematic plans or cost estimates for those four projects are not included.

- Flood-depth mapping for the watershed-scale existing-conditions assessment as well as the baseline future conditions and proposed future conditions will be prepared for the 25-year and 100-year design storms.
- All hydrologic and hydraulic modeling will be performed in StormWise (formerly ICPR4) as a 1D model.
- The pre-determined VILLAGE basin delineations defined in the prior Stormwater Master Plan will be used as the initial basis for the analysis and may be refined as needed using available topographic, infrastructure, and hydrologic information.
- No surveying or geotechnical exploration is included in this scope.
- No permitting is included in this scope.

Exhibit "2"
Scope of Services

The professional services for this project will include the following:

Task 1 - Project Initiation and Meetings

Task 1.1 – Project Initiation

The purpose of this task is to initiate the project and establish project protocols and coordination with VILLAGE staff. The CONSULTANT will conduct one (1) virtual project kick-off meeting after receiving notice to proceed from the VILLAGE. At this meeting, information will be reviewed regarding previous stormwater management efforts and experiences, particularly those related to ongoing flooding and pavement deterioration within the VILLAGE. The meeting will address the project schedule, coordination requirements, project goals, and project objectives. The CONSULTANT shall attend up to two (2) virtual progress meetings throughout the project.

Task 1.2 Public Outreach

At the direction of the VILLAGE, the CONSULTANT will attend up to one (1) public outreach meetings coordinated and scheduled by the VILLAGE. The CONSULTANT will prepare a draft presentation describing the purpose of the project and requesting resident participation and feedback and will submit the draft presentation to the VILLAGE for review before the public outreach meetings. The CONSULTANT will also prepare three (3) 24-inch-by-36-inch maps of the VILLAGE for use at the meetings.

Following submission of the final SWMP-3, the CONSULTANT will present the plan at one (1) in-person VILLAGE commission meeting.

Deliverables: Three (3) 24-inch-by-36-inch public-outreach maps and one (1) draft presentation for VILLAGE review

Task 2 - Data Collection, Existing-Conditions Modeling, and Needs Assessment

The purpose of this task is to gather the information needed to develop a watershed-scale model covering approximately 50 percent of the applicable watershed area within the VILLAGE limits, assess existing flooding and drainage-system performance, support CRS documentation, and identify critical candidate projects for further evaluation under Task 3. This task will be conducted through the following four subtasks:

- Task 2.1 – Data Collection
- Task 2.2 – Existing Hydrologic and Hydraulic Modeling
- Task 2.3 – Data Collection Memorandum
- Task 2.4 – Existing Needs Assessment

Task 2.1 – Data Collection

The CONSULTANT will collect and evaluate information contained in the current SWMP, readily available information that has been prepared since completion of the current SWMP, limited field data collection, and additional information that may include:

- NPDES permit information and data (from the VILLAGE and Miami-Dade County)
- VILLAGE ordinances, regulations, or guidelines for stormwater management
- GIS stormwater infrastructure inventory, including pipelines, outfalls, structures, and basins (from VILLAGE)
- Design and record drawings for completed or proposed stormwater management and drainage projects
- Citizen complaint reports and Public Works Department work orders (from VILLAGE)
- Records of stormwater management problem areas (from VILLAGE)
- Past operation and maintenance reports, schedules, and costs (from VILLAGE)
- Publicly available LiDAR, soils, land-use, and hydrologic data
- SFWMD and Miami-Dade County hydrologic and hydraulic data for features within the VILLAGE boundaries

The CONSULTANT will meet with VILLAGE staff to review stormwater complaints, identify known stormwater problem areas, and collect available information regarding the nature and severity of reported problems. The CONSULTANT will also conduct up to two (2) site visits within the VILLAGE during qualifying storm events, provided such events occur during the data-collection or existing-conditions needs-assessment phases. For this scope, a qualifying storm event is defined as a rainfall event lasting more than one hour. The purpose of the site visits will be to document additional stormwater problem areas, including locations where roadway flooding extends across an entire travel lane or where observed flood levels indicate that buildings may be at risk of flooding.

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.

Task 2.2 – Existing Hydrologic and Hydraulic Modeling

Utilizing publicly available LiDAR, land use, rainfall data, the VILLAGE's available stormwater network information, and the VILLAGE's previously delineated basins, CONSULTANT will develop an existing-conditions hydrologic and hydraulic model encompassing VILLAGE-selected basins representing approximately 50 percent of the applicable watershed area within the VILLAGE limits. VILLAGE staff will confirm the geographic limits before model development begins. The existing-conditions model will represent current land use, drainage infrastructure, tidal boundary conditions, groundwater elevations, initial stages, and other applicable parameters. Stormwater facilities may be excluded where they are determined to have minimal influence on model performance or study results. The calibrated existing-conditions model will serve as the basis for the baseline future-conditions and proposed future-conditions

analyses described in Task 3.1.

Model development will incorporate the following at a minimum:

- Surface storage determined from LiDar
- Time of concentration
- Rainfall data collected from NOAA Atlas 14
- Land use/Impervious cover
- Curve numbers
- Groundwater elevation(s)
- Flow monitoring data (as available)
- Pipes, inlets, control structures, and channels, modeled using best available data such as as-builts or engineering judgement

The existing-conditions model will be executed for the following design storm events. The model results will be evaluated against the level-of-service (LOS) goals established in the original SWMP:

- 5-year, 24-hour
- 10-year, 24-hour
- 25-year, 72-hour
- 100-year, 72-hour

The model will be calibrated and verified to the extent practicable using available field data, observed flood records, and input from VILLAGE staff. Following calibration and verification, CONSULTANT will assess model results to identify flood-prone areas, capacity constraints, system deficiencies, and candidate critical improvements. The needs assessment will consider flood depth and extent, reported flooding, roadway and property impacts, system performance, and other planning criteria agreed upon with the VILLAGE.

CONSULTANT will compare modeled stages to current LiDAR elevations using GIS to prepare flood inundation depth maps for the selected study area. Mapping will visually depict the extent and depth of flooding for the 25-year, 72-hour and 100-year, 72-hour design storms.

Task 2.3 – Data Collection Memorandum

The CONSULTANT will prepare a brief memorandum summarizing the data collected to support the development of SWMP-3. This memorandum will also include identification of additional data needs, if any, to complete SWMP-3. This task does not include physically collecting field data such as topographic surveys or geotechnical testing.

In addition to summarizing the data collected, the memorandum will include the observed drainage deficiency map and the existing-conditions flood-depth maps prepared under the preceding tasks.

Deliverables: One (1) Data Collection Memorandum in PDF format

Task 3 – Stormwater Master Plan Update

The purpose of this task is to use the existing watershed-scale model and needs assessment developed under Task 2 to evaluate future conditions and identify critical improvement projects throughout the selected study area. CONSULTANT will model conceptual improvements and prepare future-condition flood mapping for the critical improvement alternatives evaluated under Task 3.1. Based on those modeling results and maps, the VILLAGE will select four (4) new critical areas for further project development. The four (4) new selected projects will be advanced through schematic plan development, planning-level cost estimating, prioritization, and incorporation into the CIP. In addition, CONSULTANT will incorporate four (4) previously identified but unimplemented capital improvement projects into the updated CIP using the project layouts and cost estimates documented in prior VILLAGE stormwater master plans and capital improvement programs. Other critical improvements evaluated through modeling and flood mapping will be documented in SWMP-3 but will not be advanced further under this scope. This task will be conducted through the following four sub-tasks.

- 3.1 Future Hydrologic and Hydraulic Modeling
- 3.2 Schematic Plans and Cost Estimating
- 3.3 Capital Improvements Plan Development
- 3.4 Report Preparation

3.1 Future Hydrologic and Hydraulic Modeling

Using the calibrated existing-conditions model developed under Task 2, CONSULTANT will prepare a baseline future-conditions model for the selected study area. The baseline future-conditions model will represent the existing drainage system under the applicable NOAA sea level rise projection scenario or scenarios and planning horizon or horizons selected by the VILLAGE. As appropriate to represent the projected effects of sea level rise, CONSULTANT will modify tidal boundary conditions, groundwater elevations, initial stages, and other applicable model parameters.

The baseline future-conditions model will retain the calibrated hydrologic parameters from the existing-conditions model, including time of concentration and curve numbers. Model modifications will be limited to the future-condition parameters described above and other applicable changes needed to represent the selected sea level rise scenario.

For each critical area identified through the baseline future-conditions analysis, the CONSULTANT will develop and model a conceptual improvement alternative. Model modifications may include surface-storage changes associated with proposed elevation changes and proposed pipes, inlets, control structures, channels, or other applicable improvement

features. The same LOS goals established during Task 2 will be used.

The CONSULTANT will execute the baseline future-conditions model to document projected flood risk and identify critical flooding areas and potential improvement needs throughout the selected study area. The same LOS goals established under Task 2 will be used to evaluate future conditions.

The CONSULTANT will model conceptual improvement alternatives for the identified critical areas and will prepare corresponding flood-inundation depth maps for the 25-year and 100-year design storms. Each alternative will use the same VILLAGE-selected NOAA sea level rise projection scenario and planning horizon as the baseline future-conditions model, including the corresponding tidal boundary conditions, groundwater elevations, initial stages, and other applicable future-condition parameters. The maps will illustrate the modeled effects of each conceptual improvement relative to the baseline future condition and will be incorporated into SWMP-3. The CONSULTANT will present the alternatives, modeling results, and flood maps to the VILLAGE for review.

Based on the future-condition modeling results and flood maps for the evaluated critical improvement alternatives, the VILLAGE will select four (4) new critical improvement projects for further development. No separate or additional flood maps will be prepared solely for the four (4) new selected projects. Only those four (4) new projects will advance to the schematic plans and planning-level cost estimates described in Task 3.2. The four (4) previously identified projects will be incorporated into the CIP as described in Task 3.3 using information from prior VILLAGE planning documents.

For each of the four (4) new VILLAGE-selected critical improvement projects, the CONSULTANT will use BMPTrains software to evaluate potential nutrient-loading reductions. Existing land use will be determined using readily available information. If an evaluated project does not provide sufficient nutrient removal, the CONSULTANT will review the results with the VILLAGE and may incorporate additional water-quality features into the conceptual improvement, as appropriate.

3.2 Schematic Plans and Cost Estimating

Based on the modeled improvements, the CONSULTANT will prepare four (4) sets of schematic plans, one for each new VILLAGE-selected critical improvement project. The plans will be prepared in GIS at an appropriate scale on 11-inch-by-17-inch sheets and will depict the proposed improvements in plan view with horizontal alignment only. Using publicly available property data, the proposed improvements will be located within VILLAGE right-of-way where practicable. Potential easement or right-of-way needs will be identified and discussed with the VILLAGE; surveys, sketches and legal descriptions, appraisals, acquisition documents, profiles, and final design are not included. The schematic plans will be based on applicable VILLAGE and Miami-Dade County standards.

The CONSULTANT will develop schematic-level quantities and planning-level cost estimates for each of the four (4) new selected projects using professional judgment and publicly available

construction-cost information. The estimates will be included in SWMP-3.

Because the CONSULTANT does not control the cost of labor, materials, equipment, or services furnished by others; contractors' methods of determining prices; or competitive bidding and market conditions, opinions of probable cost, including opinions regarding construction and material costs, will be based on the CONSULTANT's experience and professional judgment. The CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of probable cost. If the VILLAGE requires greater assurance regarding project costs, it may retain an independent cost estimator. Services required to revise a project to meet a cost limitation established by the VILLAGE will be considered Additional Services.

3.3 Capital Improvement Plan Development

In coordination with the VILLAGE, the CONSULTANT will develop project-ranking criteria and a prioritization matrix. The four (4) new selected projects and the four (4) previously identified but unimplemented projects will be scored by criterion, using available information, to establish the recommended implementation priority.

The CONSULTANT will develop a 10-year CIP for eight (8) projects based on the VILLAGE's available annual stormwater budget and the prioritization results. The CIP will include four (4) new critical improvement projects developed under this scope and four (4) previously identified but unimplemented projects carried forward from prior VILLAGE stormwater master plans and capital improvement programs. For the four (4) prior projects, the CONSULTANT will use the previously developed project layouts and cost estimates supplied or confirmed by the VILLAGE and may apply the 3-percent annual escalation described below for planning purposes. The CIP will identify the recommended implementation sequence, planning-level project costs, and anticipated fiscal year for each project. The CIP will also include annual operation and maintenance costs based on available prior-year expenditures. Planning-level budgets will include annual escalation of 3 percent to account for inflation.

This scope includes the modeling, mapping, needs assessment, and technical documentation described herein to support the VILLAGE's watershed master planning and CRS objectives. It does not include preparation or submission of the VILLAGE's CRS application, determination or guarantee of CRS credit, evaluation of the stormwater utility management report, review of the current stormwater utility rate, MS4 compliance services, final design, permitting, or preparation of construction documents.

3.4 Report Preparation

The CONSULTANT will prepare SWMP-3 in PDF format to document the analyses, findings, exhibits, and calculations developed under this scope. The report will address the following items:

- Introduction and study objectives
- Data collection and watershed-scale existing conditions
- Existing-conditions model development, calibration, results, and flood-inundation depth maps for the 25-year and 100-year design storms

- Existing-conditions needs assessment and identification of critical areas
- Baseline future-conditions modeling using the VILLAGE-selected NOAA sea level rise scenario and planning horizon
- Conceptual improvement modeling and flood-inundation depth maps for all critical improvement alternatives evaluated
- Selection of the four (4) new VILLAGE-selected critical improvement projects
- Schematic plans and planning-level cost estimates for the four (4) new VILLAGE-selected projects, together with prioritization and a Capital Improvement Plan incorporating those projects and four (4) previously identified but unimplemented projects using prior project layouts and cost estimates
- Appendices containing supporting data, maps, calculations, and modeling documentation

The CONSULTANT will submit a draft SWMP-3 to the VILLAGE for review and will address up to one (1) round of comments before submitting the final SWMP-3 in PDF format. The CONSULTANT will attend up to one (1) virtual meeting with VILLAGE staff to review the draft submittals.

Deliverables: One (1) draft SWMP-3 submittal in PDF format and one (1) final SWMP-3 in PDF format

Task 4 - CRS Technical Support and Documentation

The VILLAGE currently participates in FEMA's Community Rating System (CRS) and has retained a separate CRS consultant to coordinate the VILLAGE's CRS submittal. The watershed-scale data compilation, basin characterization, hydrologic and hydraulic modeling, future-condition evaluation, flood mapping, and technical documentation developed under Tasks 2 and 3 are intended to support the VILLAGE's watershed master-planning and CRS objectives. Under this task, the CONSULTANT will coordinate with the VILLAGE and its CRS consultant regarding the technical analyses and work products prepared under this scope. This task includes up to eight (8) total hours of general coordination by email and telephone, including attendance at one (1) virtual coordination meeting with the VILLAGE and its CRS consultant. The CONSULTANT will organize and provide the available modeling assumptions, maps, and technical narratives developed under Tasks 2 and 3 and will provide SWMP-3 in editable Microsoft Word format. This scope does not include delivery of native model files or GIS files unless specifically identified elsewhere in Exhibit 2. The VILLAGE's CRS consultant will remain responsible for interpreting CRS requirements; identifying the documentation required for the CRS submittal; preparing and submitting CRS forms and supporting materials; coordinating with the applicable ISO/CRS reviewer; and determining how the CONSULTANT's work products will be incorporated into the CRS submittal. The CONSULTANT does not guarantee that its work products will qualify for any specific CRS credit or rating adjustment.

Project Schedule

The project will be performed to accommodate the agreed upon grant schedule shown below:

Milestones / Tasks		
State Contracting	3	Months
Local Procurement	3	Months
Field Work and Data Collection	3	Months
Initial Flood Modeling	3	Months
Preliminary WMP and Deliverables	3	Months
Revise WMP and Submit Completed WMP	9	Months
Division Approval and Closeout	2	Months
Total Period of Performance	26	Months

Exhibit "3"

Payment Schedule

The CONSULTANT will complete this scope of services for the lump sum amount of **$149,235.00.**

Task	Description	Labor Fee
1	Project Initiation and Meetings	$23,400.00
2	Data Collection and Existing Conditions Development	$47,590.00
3	Stormwater Master Plan Update	$76,595.00
4	CRS Support	$1,650.00
	LUMP SUM FEE	**$149,235.00**

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Alessia Bencomo, Public Services
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 THE CONSTRUCTION OF SUB-BASIN 44; APPROVING A CHANGE ORDER FOR AN AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS AND THIRTY CENTS ($171,647.30); TO COVER NECESSARY MODIFICATIONS FOR THE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Stormwater Engineer, Mairelys Gensler)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso -Sub-Basin 44 CO.docx

Hartec Group - CO 44 Backup.pdf

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO THE CONSTRUCTION OF SUB-BASIN 44; APPROVING A CHANGE ORDER FOR AN AMOUNT OF ONE HUNDRED SEVENTY-ONE THOUSAND SIX HUNDRED FORTY-SEVEN DOLLARS AND THIRTY CENTS ($171,647.30); TO COVER NECESSARY MODIFICATIONS FOR THE PROJECT, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Stormwater Engineer, Mairelys Gensler)*

WHEREAS, Resolution No. 2024-65, passed and adopted on September 9, 2024, approved the bid from Hartec Group, Inc. ("Hartec") for the drainage improvements for Sub-Basin 44 ("Project"); and

WHEREAS, the Village Manager executed the governing contract with Hartec, on October 18, 2024, and a purchase order was subsequently issued on November 5, 2024; and

WHEREAS, specific modifications were since found to be necessary, including but not limited to additional localized drainage, speed hump installation, supplementary asphalt, and added striping at an increased cost of $171,647.30; and

WHEREAS, the Village and Hartec agree that the additional scope of work detailed in this change order shall be funded independently and will not alter, reduce, jeopardize, or otherwise effect the existing grant funding currently allocated to the Project; and

WHEREAS, the Village and Hartec agree that this additional scope of work shall be governed and executed under a separate, independent contract and purchase order; and

WHEREAS, the Village Council finds that adoption of this Resolution is in the best interest of the Village and its residents.

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

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

Section 2. Approval of Change Order. The Village Council hereby accepts and approves an additional allocation of $171,647.30 to cover the costs of the requested change order, as specified.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate and execute an agreement with Hartec.

Section 4. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Procurement/Purchasing Policies, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

PASSED and **ADOPTED** this 14th day of September 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
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 _____

HARTEC GROUP
General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

April 26,2026

Name: Palmetto Bay Sub- Basin 44

Scope of work cost Proposal #1 Speed Humps

Project consists of supplying all labor only. Work limits determined by owner. All material to be equivalent to existing on project site, or as negotiated.

Description of work

Provide 1 Speed Humps.	E/A $5,600.00
Thermoplastic.	$1,500.00
2 – Signage.	E/A $900.00
Additional Asphalt	$2,000.00
Construction Cost	
Total Cost	$10,900.00

Terms of purchase

*Hartec Group assumes no responsibility for damages
*unforeseen conditions will be billed separately
*Permits and fees are not included in cost proposal to be paid by owner.

Accepted by,

_____	_____	_____
Customer	Authorized Signature& Title	Date

HARTEC GROUP
General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

April 26,2026

Name: Palmetto Bay Sub- Basin 44

Scope of work cost Proposal #2 Existing Inlet Adjustment

Project consists of supplying all labor only. Work limits determined by owner. All material to be equivalent to existing on project site, or as negotiated.

Description of work

Raise 1 existing inlet with Asphalt.	$2,500.00
House # 16525 SW 74th ct	
Construction Cost	
Total Cost	$2,500.00

Terms of purchase

*Hartec Group assumes no responsibility for damages
*unforeseen conditions will be billed separately
*Permits and fees are not included in cost proposal to be paid by owner.

Accepted by,

_____	_____	_____
Customer	Authorized Signature& Title	Date

HARTEC GROUP
General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

April 26,2026

Name: Palmetto Bay Sub- Basin 44

Scope of work cost Proposal #3 Rip Rap for CB-15

Project consists of supplying all labor only. Work limits determined by owner. All material to be equivalent to existing on project site, or as negotiated.

Description of work

Provide and install 1 pallet of Rip Rap with Rebar at CB-15 to close the existing slab cover trench	$3,000.00

Construction Cost

Total Cost	$3,000.00

Terms of purchase

*Hartec Group assumes no responsibility for damages
*unforeseen conditions will be billed separately
*Permits and fees are not included in cost proposal to be paid by owner.

Accepted by,

_____	_____	_____
Customer	Authorized Signature& Title	Date

HARTEC GROUP
General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

April 26,2026

Name: Palmetto Bay Sub- Basin 44

Scope of work cost Proposal #4 Additional Asphalt Overrun

Project consists of supplying all labor only. Work limits determined by owner. All material to be equivalent to existing on project site, or as negotiated.

Description of work

Phase 1 – 68 Tons Overrun	
Phase 2 – 52 Tons Overrun	
Total Tons Overrun 120 tons at $125 per ton	$15,000.00
Construction Cost	
Total Cost	$15,000.00

Terms of purchase

*Hartec Group assumes no responsibility for damages
*unforeseen conditions will be billed separately
*Permits and fees are not included in cost proposal to be paid by owner.

Accepted by,

_____	_____	_____
Customer	Authorized Signature& Title	Date

HARTEC GROUP
General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

April 26,2026

Name: Palmetto Bay Sub- Basin 44

Scope of work cost Proposal #5 Additional Stripping

Project consists of supplying all labor only. Work limits determined by owner. All material to be equivalent to existing on project site, or as negotiated.

Description of work

Additional Stripping on 6 Additional Stop Bars and double yellow with RPM's

$3,000.00

Construction Cost

Total Cost $3,000.00

Terms of purchase

*Hartec Group assumes no responsibility for damages
*unforeseen conditions will be billed separately
*Permits and fees are not included in cost proposal to be paid by owner.

Accepted by,

_____	_____	_____
Customer	Authorized Signature& Title	Date

HARTEC GROUP
General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

April 26,2026

Name: Palmetto Bay Sub- Basin 44

Scope of work cost Proposal #6 Additional Sodding

Project consists of supplying all labor only. Work limits determined by owner. All material to be equivalent to existing on project site, or as negotiated.

Description of work

Additional Sodding 1,500.00sy	$10/sy	$15,000.00

Construction Cost

Total Cost $15,000.00

Terms of purchase

*Hartec Group assumes no responsibility for damages
*unforeseen conditions will be billed separately
*Permits and fees are not included in cost proposal to be paid by owner.

Accepted by,

_____	_____	_____
Customer	Authorized Signature& Title	Date

HARTEC GROUP
General Construction | Total Land Development |Construction Management
Licensed & Insured CGC # 1517053

April 26,2026

Name: Palmetto Bay Sub- Basin 44

Scope of work cost Proposal #7 Additional Work

Project consists of supplying all labor only. Work limits determined by owner. All material to be equivalent to existing on project site, or as negotiated.

Description of work

Removal and dispose Asphalt Pavement.	$3,486.00
Furnish and Install Catch Basin.	$8,600.00
Furnish and Install 18-Inch HDPE Pipe.	$12,960.00
Furnish and Install 18-Inch Exfiltration Trench.	$50,220.00
Furnish and Install Drainage Manhole.	$10,600.00
Furnish and Compact 12-Inch Subgrade	$2,897.80
Furnish and Compact 12-Inch Base	$13,040.10
Furnish and Place 2 - 1-Inch Lift SP-9.5 Asphalt.	$ 20,443.40

Construction Cost

Total Cost $122,247.30

Terms of purchase

*Hartec Group assumes no responsibility for damages
*unforeseen conditions will be billed separately
*Permits and fees are not included in cost proposal to be paid by owner.

Accepted by,

_____ _____ _____

Customer Authorized Signature& Title Date

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: September 14, 2026

SUBMITTED BY: Andrea Candelaria, Village Manager's Office

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, PURSUANT TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM; ACCEPTING THE AIPP BOARD'S RECOMMENDATION OF THE "COPPER PYRAMID OF ART & ENERGY" REVISIONING BY ARTIST AND RESIDENT TONE CALLE; DIRECTING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE ARTIST FOR THE MATERIALS AND LABOR FOR PROJECT EXECUTION WITH SIMPLY EVOLVING ENDLESS DESIGN (S.E.E.D.) LLC; AND PROVIDING FOR AN EFFECTIVE DATE.
(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)

SUGGESTED ACTION:

ATTACHMENTS:
AIPP Memo Copper Pyramid.DOC
RESO-_AIPP_CRP_CopperPyramid (7-29-26).docx
Attachment A- CP Pres.pdf
Attachment B-AIPP minutes 5-29-25.docx
Attachment C-CRPCPBudget.pdf
Attachment D-CPPS.pdf

Attachment E-MDCAPP
Attachment F- FG Back & Main.pdf

To: Honorable Mayor and Village Council

Date: September 14th, 2026

From: Andrea Candelaria, MPA, Sustainability & Resiliency Planner

Re: *Copper Pyramid of Art & Energy* Revisioning AIPP Art at Coral Reef Park

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, PURSUANT TO SECTION 30-160 OF THE ART-IN-PUBLIC PLACES (AIPP) PROGRAM; ACCEPTING THE AIPP BOARD'S RECOMMENDATION OF THE "COPPER PYRAMID OF ART & ENERGY" REVISIONING BY ARTIST AND RESIDENT TONE CALLE; DIRECTING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT WITH THE ARTIST FOR THE MATERIALS AND LABOR FOR PROJECT EXECUTION WITH SIMPLY EVOLVING ENDLESS DESIGN (S.E.E.D.) LLC; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

BACKGROUND AND ANALYSIS:

Through the Village's Art-in-Public Places (AIPP) Advisory Board, the Village continues to invest in public art. Among others, the main objective for the AIPP Board is to recommend public art to the Village Council and ensure its maintenance throughout its life, including existing art pieces.

Through the Village's incorporation process, the Village acquired Coral Reef Park and its existing art located in the park, including *Family Games*, by Fran Williams. *Family Games* was installed in Coral Reef Park in 1979 and was transferred to the Village in 2003 along with all its equipment and capital assets. On August 12, 2025, the Miami-Dade County Art in Public Places Trust Board approved for the piece *Family Games* to be decommissioned from their collection and be entirely maintained by the Village. The transfer of property releases the County's responsibility for the ongoing care of the work and supports the artwork's removal from the County's inventory and public art collection.

During the construction of the Coral Reef Park Recreation Center, *Family Games* occupied the footprint of the building. In its relocation, Village Staff reached out to local resident, designer and artist, Tone Calle ("Calle"), to develop a reimagining of the art piece that can invite visitors to interact with the piece and appreciate its worth.

On May 29, 2025, Calle presented to the AIPP Board a reenvisioned piece, titled the *Copper Pyramid of Art & Energy*. Calle explained that this piece was intended to be a living art installation—a meditative chamber that serves simultaneously as an architectural marvel and a communal experience. The resonant space is designed to promote grounding, inspiration, and healing. Following Calle's presentation, the AIPP Board unanimously recommended *Copper Pyramid of Art & Energy* for Council approval, pending decommissioning from Miami-Dade County. Following the May 29, 2025, meeting, Village staff began the process of decommissioning *Family Games* from the County's possession.

The proposed Resolution will approve the AIPP Board's recommendation to commission Calle's *Copper Pyramid of Art & Energy*. Additionally, the Resolution will authorize the Village Manager to enter into a contract with Simply Evolving Endless Design (S.E.E.D.) LLC for the art piece renovation at a cost of twenty-five thousand dollars ($25,000).

RECOMMENDATION:
The Administration recommends that the Mayor and Village Council approve the proposed resolution.

FISCAL IMPACT:
The cost of transforming *Family Games* into *Copper Pyramid of Art & Energy* would be approximately twenty-five thousand dollars ($25,000) and will come directly out of the AIPP special revenue account.

ATTACHMENTS:
A. Copper Pyramid Presentation & Project Description by Artist Tone Calle;
B. AIPP Meeting Minutes May 29, 2025;
C. Copper Pyramid Budget Breakdown;
D. Copper Pyramid Project Schedule Breakdown;
E. Miami-Dade County Art in Public Places Trust Board Memorandum of Deaccession; and
F. *Family Games* by Fran Williams Background & Maintenance.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, PURSUANT TO DIVISION 30-160 (ART-IN-PUBLIC PLACES) OF THE VILLAGE CODE; ACCEPTING THE AIPP BOARD'S RECOMMENDATION OF THE "COPPER PYRAMID OF ART & ENERGY" REVISIONING BY ARTIST AND RESIDENT TONE CALLE; DIRECTING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH SIMPLY EVOLVING ENDLESS DESIGN (S.E.E.D.) LLC FOR THE MATERIALS AND LABOR FOR PROJECT EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

WHEREAS, the Village of Palmetto Bay values Art-in-Public Places ("AIPP") and continuously seeks opportunities for public art; and

WHEREAS, through incorporation, the Village acquired Coral Reef Park and its existing art located in the park, including *Family Games*, by Fran Williams; and

WHEREAS, during the construction of the Coral Reef Recreation Center, the art piece was relocated towards the back of the building and behind the playground, providing much foot traffic; and

WHEREAS, the Village reached out to local resident, designer and artist, Tone Calle, for a reimagining of the art piece to provide it with a new purpose and invite visitors to explore; and

WHEREAS, on May 29, 2025, the AIPP Board unanimously recommended the art revisioning by Tone Calle called *Copper Pyramid of Art & Energy* for Council approval, pending decommissioning from Miami-Dade County; and

WHEREAS, the Copper Pyramid of Art & Energy aims to provide a living art installation for the Village through a meditative chamber that serves as an architectural marvel and a community experience all at once in a resonant space that promotes grounding, inspiration, and healing; and

WHEREAS, on August 12, 2025, the Miami-Dade County Art in Public Places Trust Board approved the decommissioning of *Family Games* by Fran Williams in Coral Reef Park; and

WHEREAS, the Village wishes to enter into a contract with the artist for the recommended art totaling twenty-five thousand dollars ($25,000) to be used from the AIPP Board special revenue account; and

WHEREAS, the Village Council finds that the adoption of this Resolution is in the best interest of the Village and its residents.

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 hereby approves the recommended art piece revisioning called *Copper Pyramid of Art & Energy* by artist and Village resident Tone Calle.

Section 3. The Village Council hereby authorizes the Village Manager or designee and Village Attorney to negotiate a contract with Simply Evolving Endless Desing (S.E.E.D.) LLC for the art piece renovations for twenty-five thousand dollars ($25,000) using the AIPP Board special revenue account.

Section 4. The Village Council hereby authorizes the Village Manager or designee to execute the negotiated contract with Simply Evolving Endless Desing (S.E.E.D.) LLC for the art piece renovations for twenty-five thousand dollars ($25,000) using the AIPP Board special revenue account.

Section 5. Effective Date. This Resolution shall take effect immediately upon approval.

PASSED and **ADOPTED** this 14th day of September 2026.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John Quick
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 _____

COPPER PYRAMID



OF ART & ENERGY

A Repurposed Landmark of...

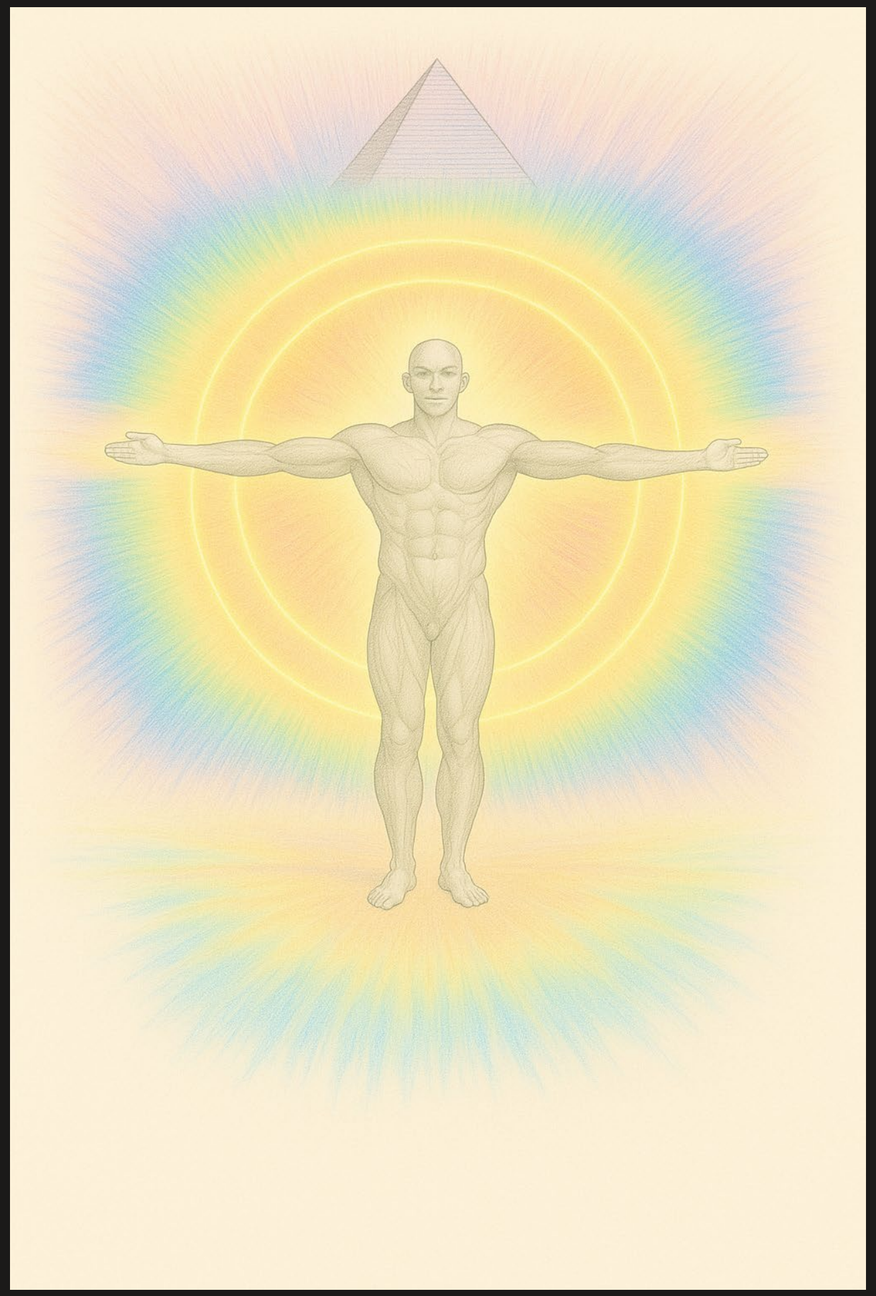


...Art, Wellness, Wisdom & Community Connection

PRESENTED TO PALMETTO BAY VILLAGE COUNCIL & ART IN PUBLIC PLACES | ON MAY OF 2025

TONE CALLE | ARTIST

A visionary fusion of art, ancient wisdom, and modern wellness, the Copper Pyramid of Art & Energy transforms a dormant 1977 art installation…



..built to conceal machinery into a magnetic centerpiece of healing, engagement, and innovation, while preserving the original artist's work.

INTRO
01



BEFORE

Voilà !

AFTER



- A newly reimagined art installation
- Designed for reflection, rejuvenation, and education
- The first of its kind in any public park across the U.S.
- Positions Palmetto Bay as a pioneer in sustainability, innovation, and placemaking

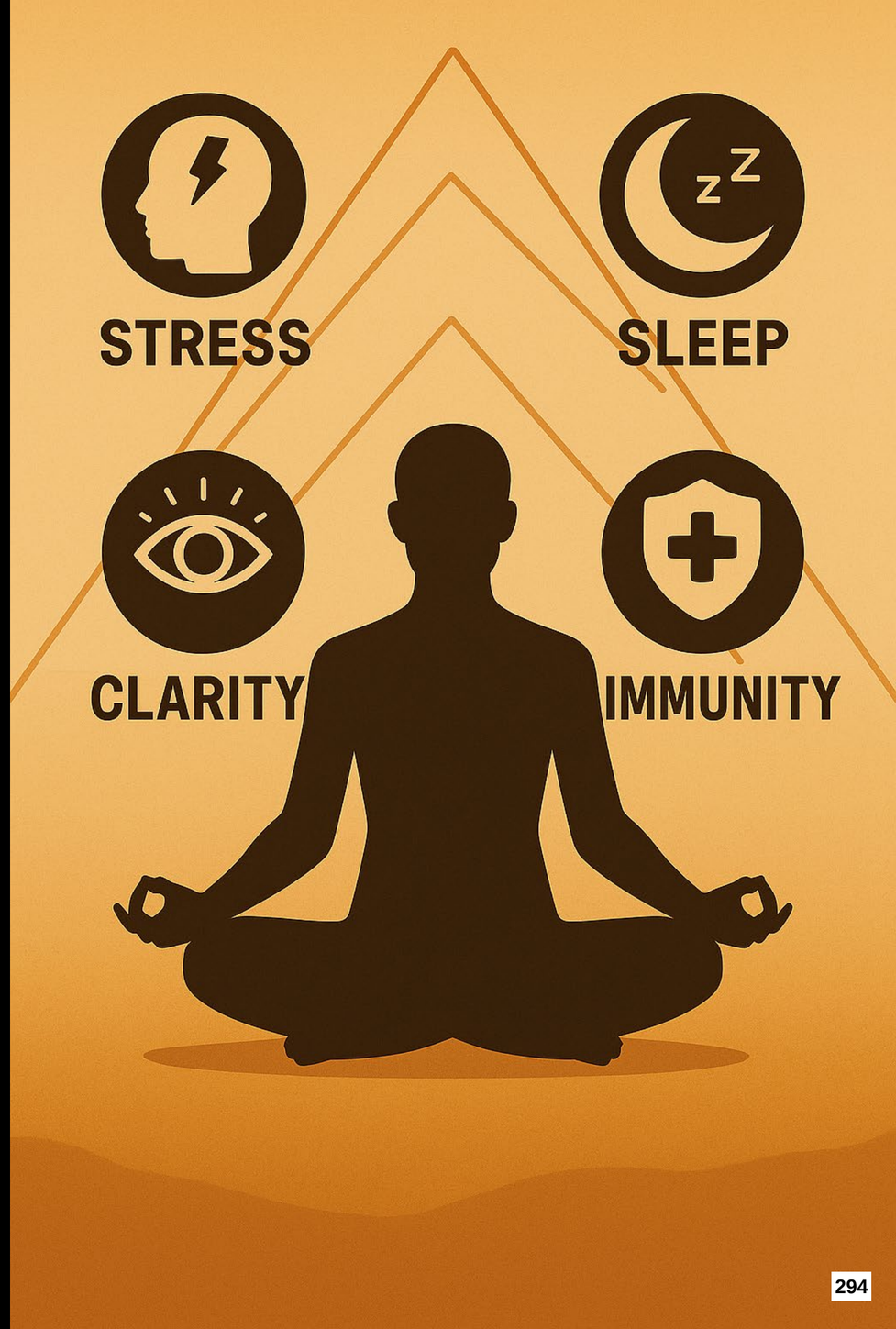
The past goes into the future to bring you the present

The Copper Pyramid of Art & Energy



VISION &IMPACT

ATTRACTIVE	Geometric beauty fused with natural materials and repurposed structure
ACCESSIBLE	Designed for all ages and abilities
NURTURING	Supports mindfulness and community well-being
EDUCATIONAL	Explores sacred geometry, natural materials, energy, and healing arts
CONNECTED	Hosts yoga, meditation, and community wellness events
ORIGINAL	First of its kind in any public park — worldwide
RE - LIFE	A powerful upcycling story
REVENUE	Lease potential for wellness instructors, facilitators, and community groups



1977



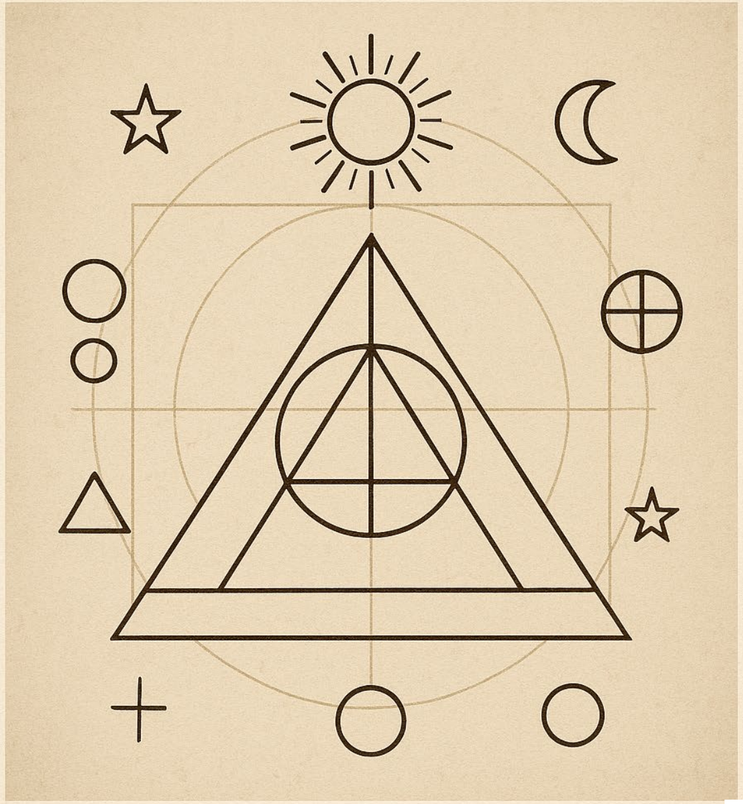


Its been around for a long time…

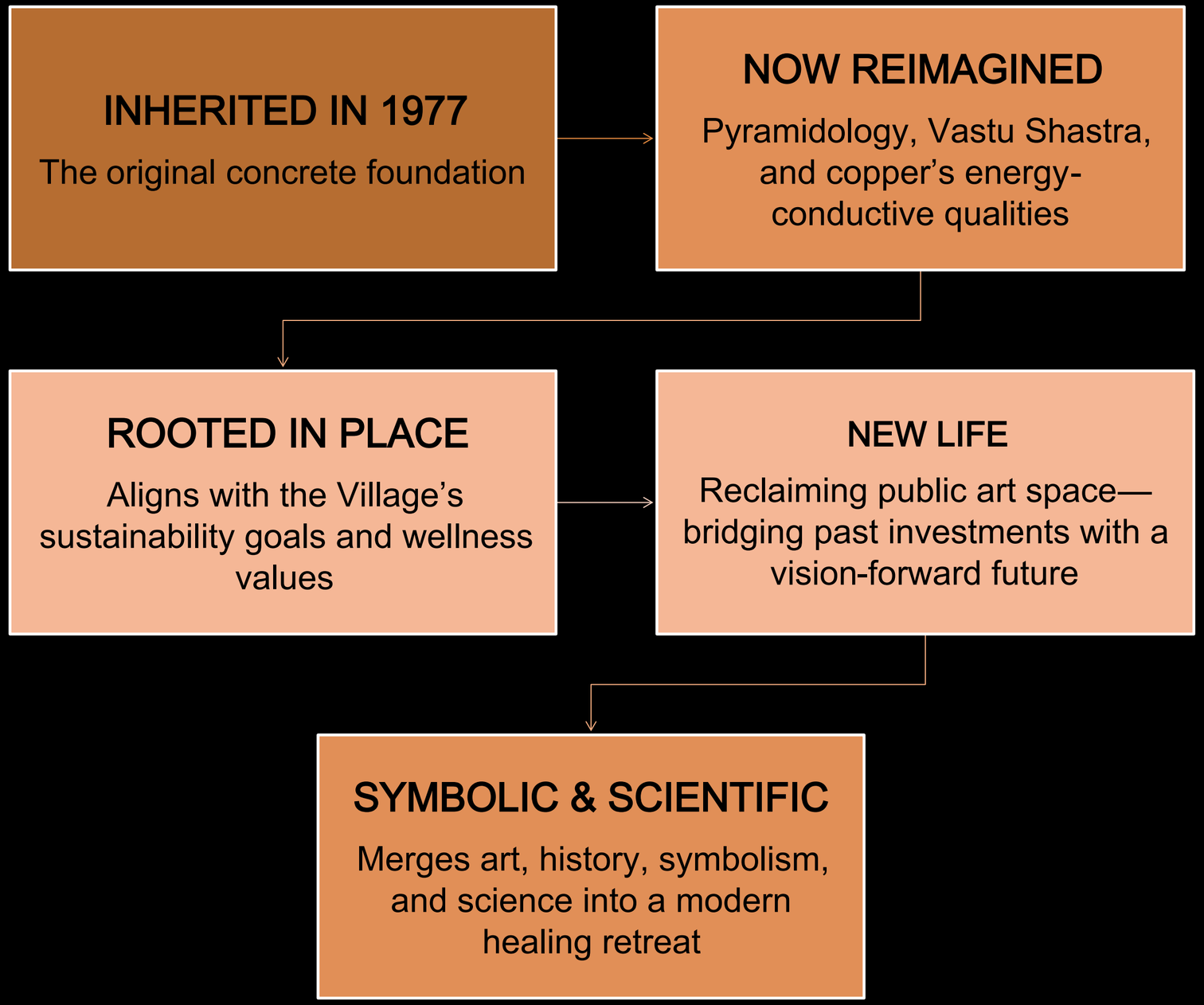
..but some ideas transcend time!

Pyramid symbol

Pyramid symbols and precise geometry resonate with universal laws of matem-matics, geometry, and astronomy.



Historical Context & Retrospective



0 4

COPPER PYRAMID	Precision-Engineered to resonate with the earth’s natural energy fields
CRYSTALS	Embedded in the interior walls for energetic amplification and alignment
SEATING	Solid concrete stools arranged in a circular, meditative pattern
ADA ACCESS	Inclusive ramps and pathways for universal accessibility
LOW MAINTENANCE	Weather Resistant and Eco-conscious
BUILT TO ENDURE	A timeless landmark with minimal upkeep required

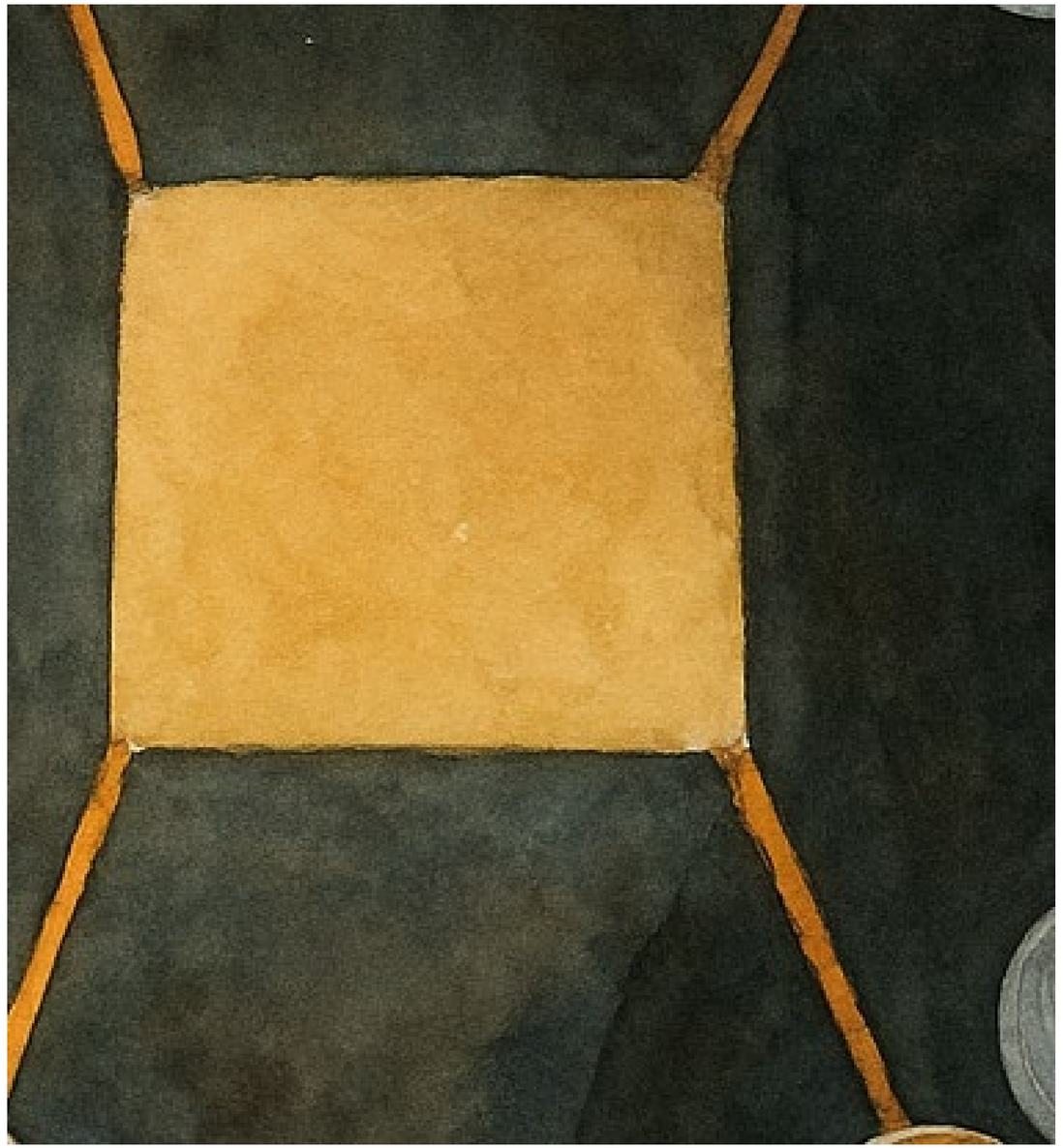
05

PYRAMID DESIGN









Mental Health Matters	A non-verbal call to calm, inclusion, and belonging
Public Wellness Hub	A tranquil, tech-free destination for mindfulness
Tourism Buzz Factor	A regional curiosity and future landmark with potential national and international at
Educational Space	Supports local schools with STEAM, as well as environmental, and holistic learning
Community Cohesion	Gathering space for healing, events, and local culture
Unique Offering	**Framed as repurposed, interactive public art**

06 Wellness & Community Benefits

PYRAMIDS PROMOTE MENTAL AND PHYSICAL BALANCE

BY REDUCING NEGATIVE ENERGY



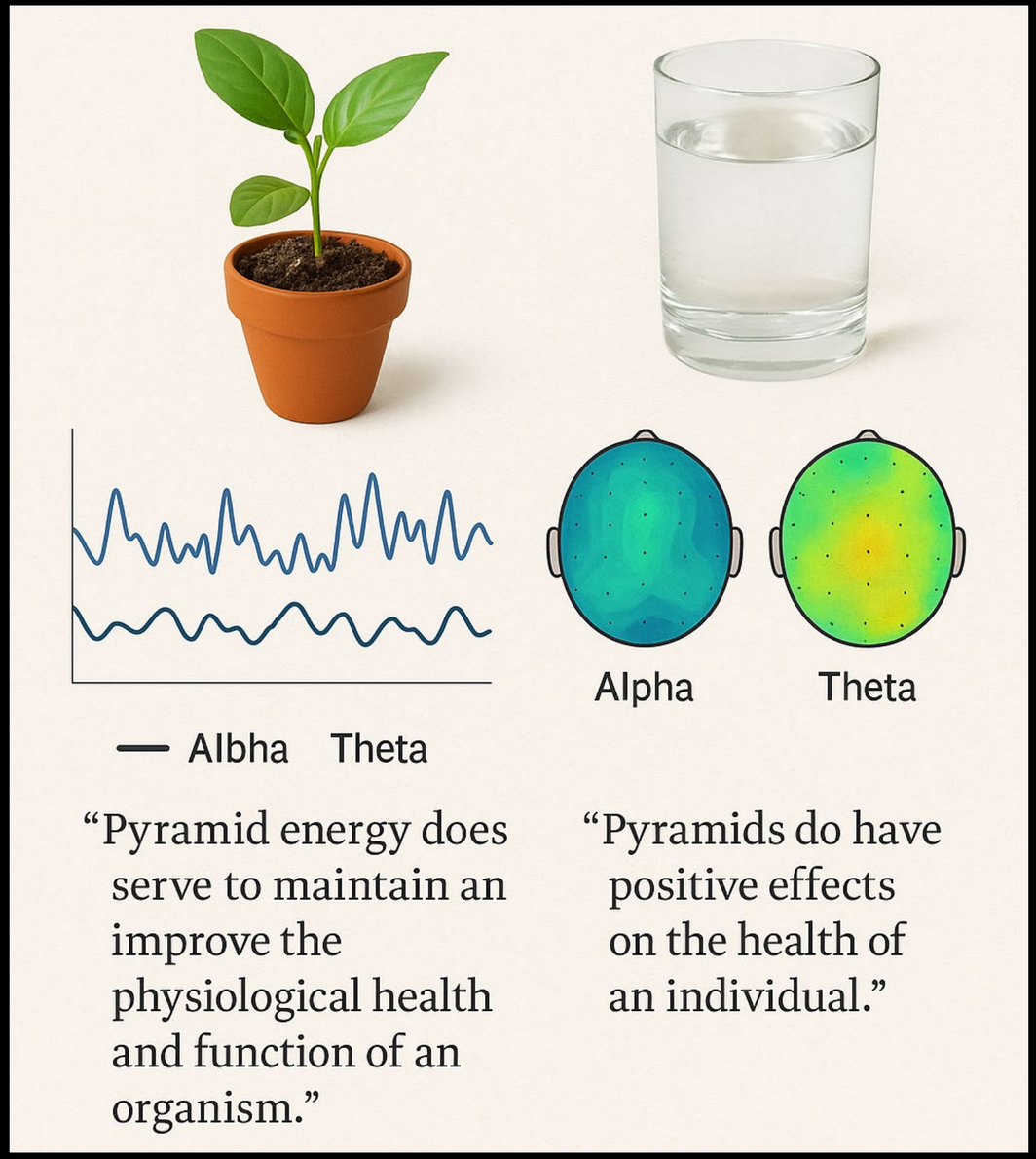

TOMORROW'S
LANDMARK–
TODAY

SCIENTIFIC BACKING

The Copper Pyramid channels Earth’s subtle energy fields via electromagnetic amplifications

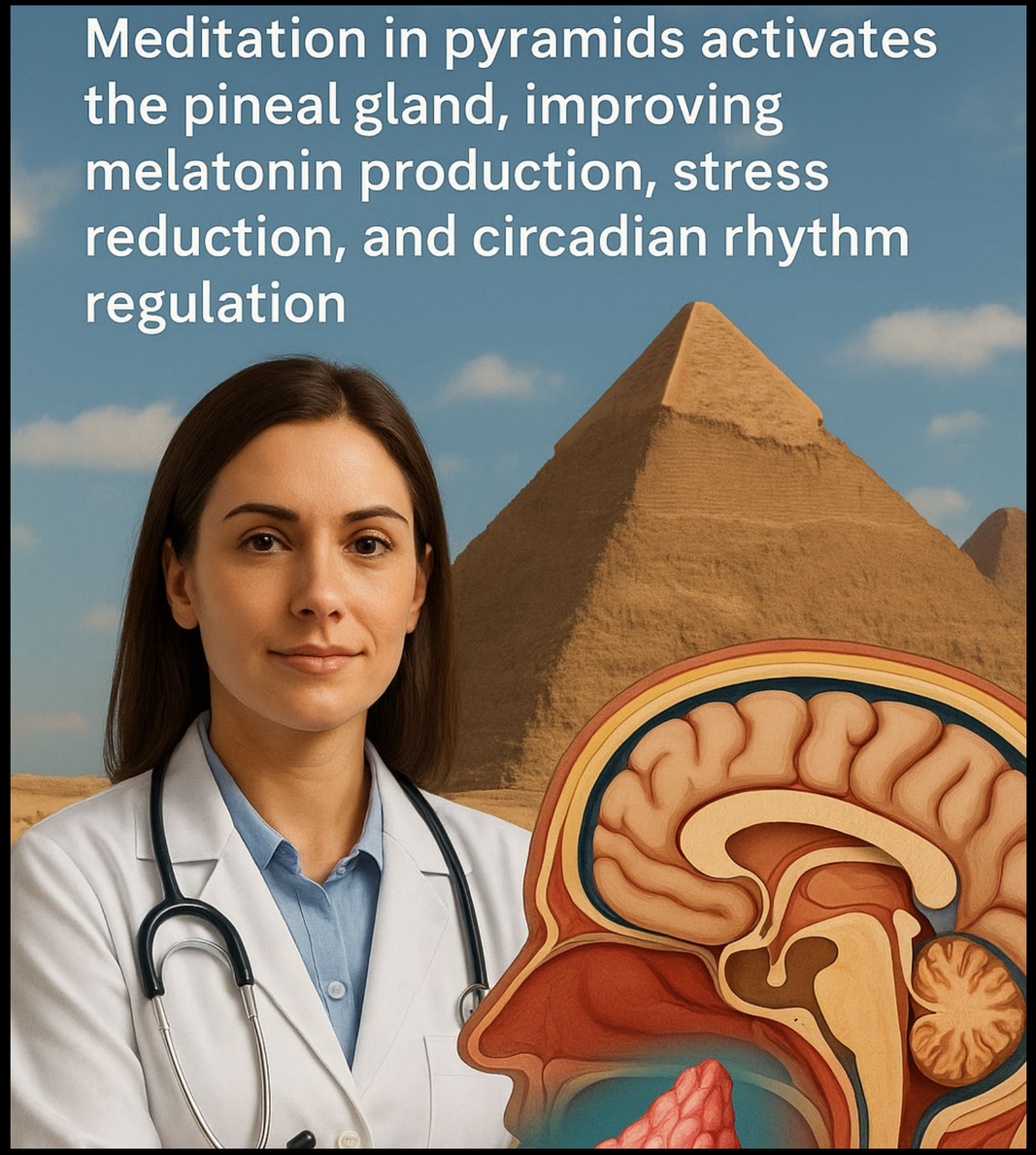
- **Alpha & Theta Brainwaves:** Encourages relaxing meditative states and creativity
- **Therapeutic Effects:** Reduces pain, stress, and improves sleep patterns
- **Cited Peer-Referenced Studies:** Emerging research supports pyramid energy applications in health, agriculture, water purification, and human biofield regulation
- **Beyond Belief:** Invites both measurable and anecdotal exploration of wellness outcomes

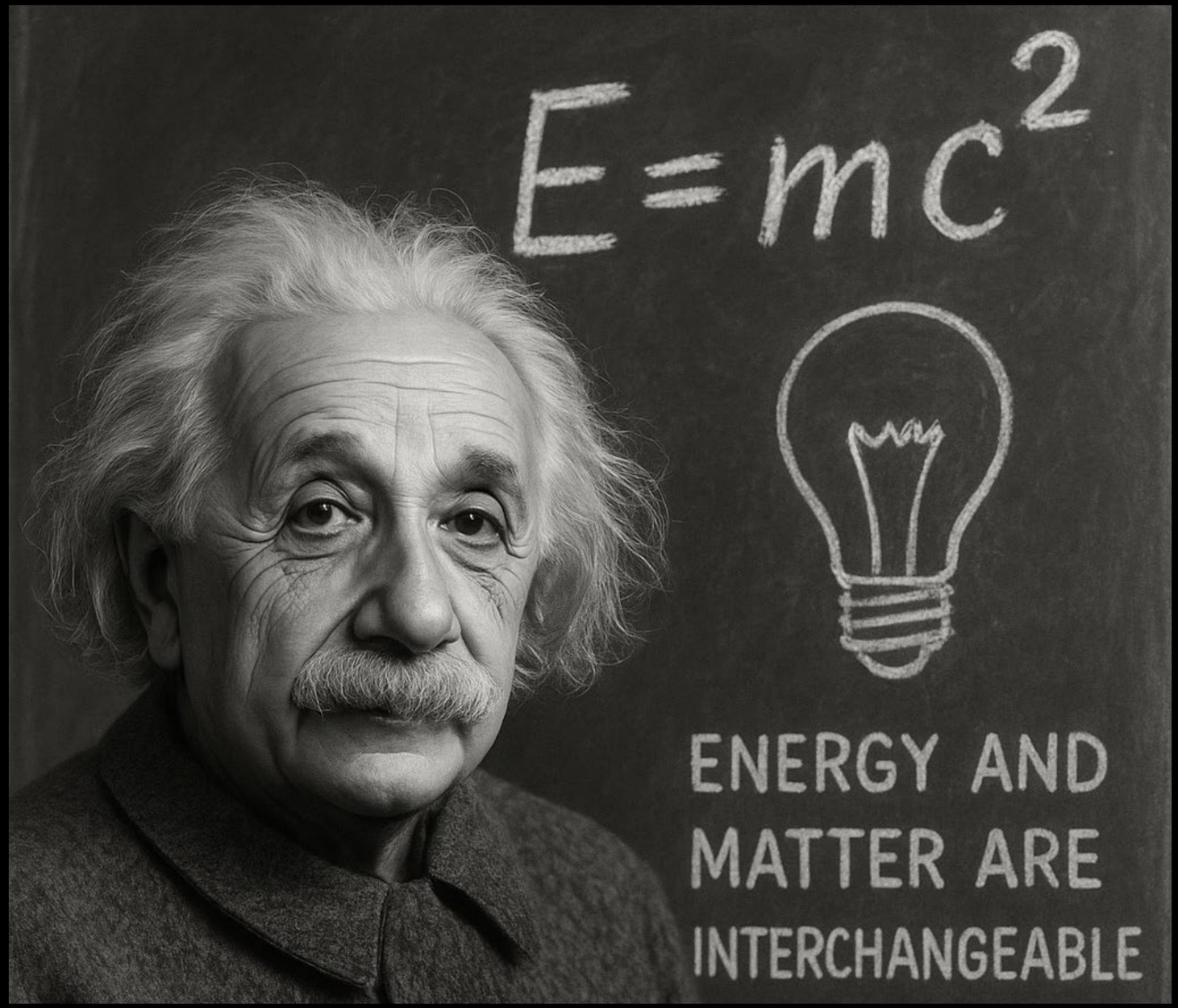
07



"Pyramid energy does serve to maintain an improve the physiological health and function of an organism."

"Pyramids do have positive effects on the health of an individual."

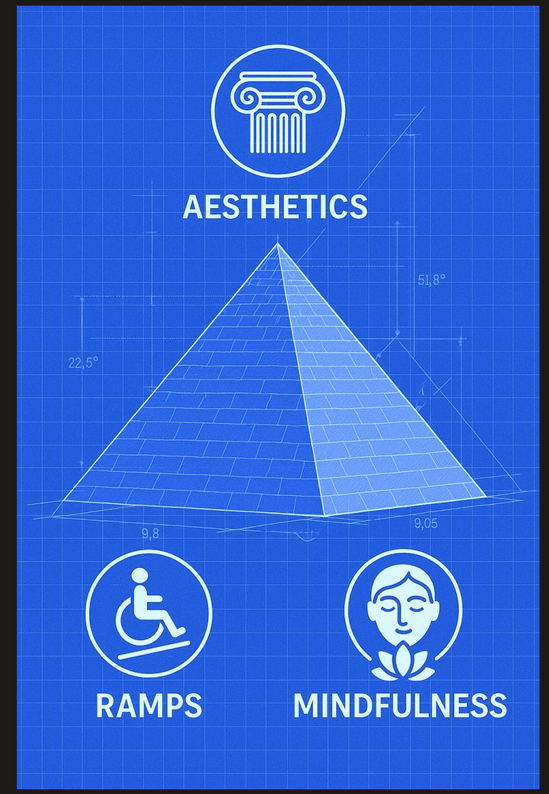



$E=mc^2$
ENERGY AND
MATTER ARE
INTERCHANGEABLE

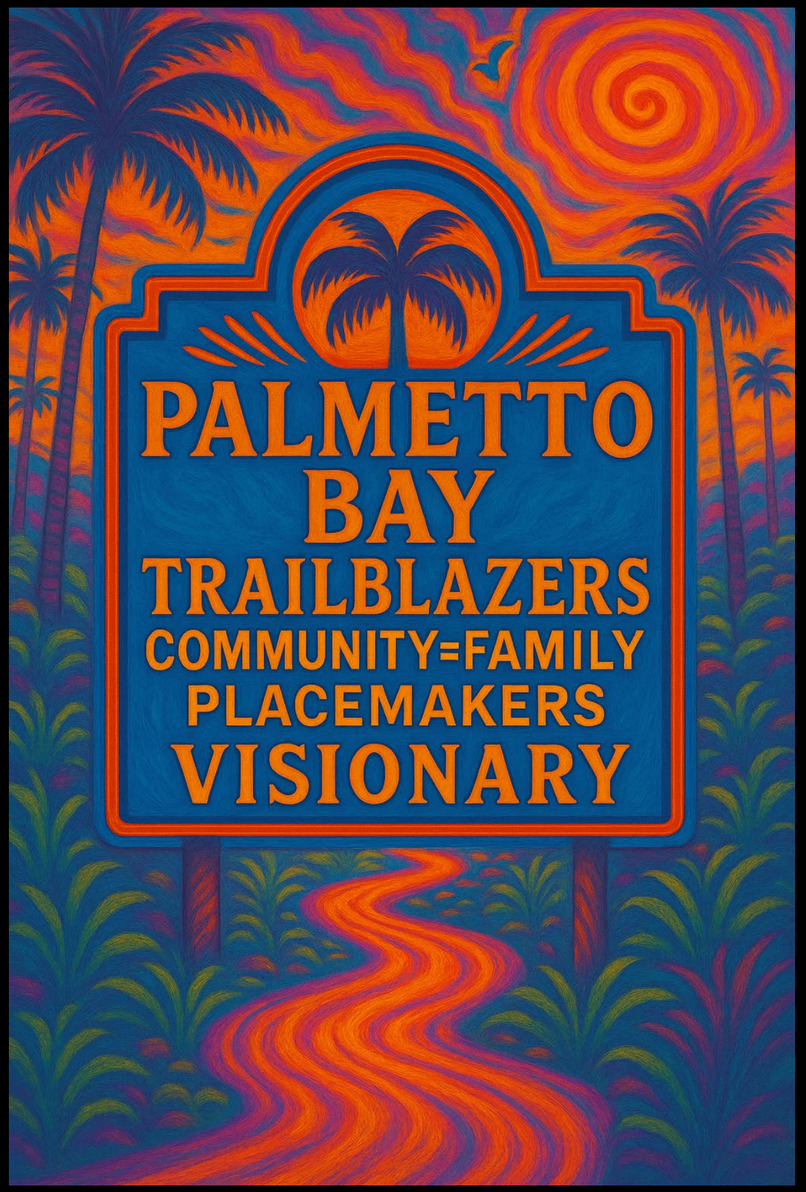
BUDGET & VALUATION

VISIONING	Artistic development and planning	$3,850
FABRICATION	Materials, skilled labor and construction	$11,425
INSTALLATION	Site prep, logistics and finishing	$9,325
OVERSIGHT	Artistic coordination	$400
RESERVE	Gift in kind for contingencies	$0

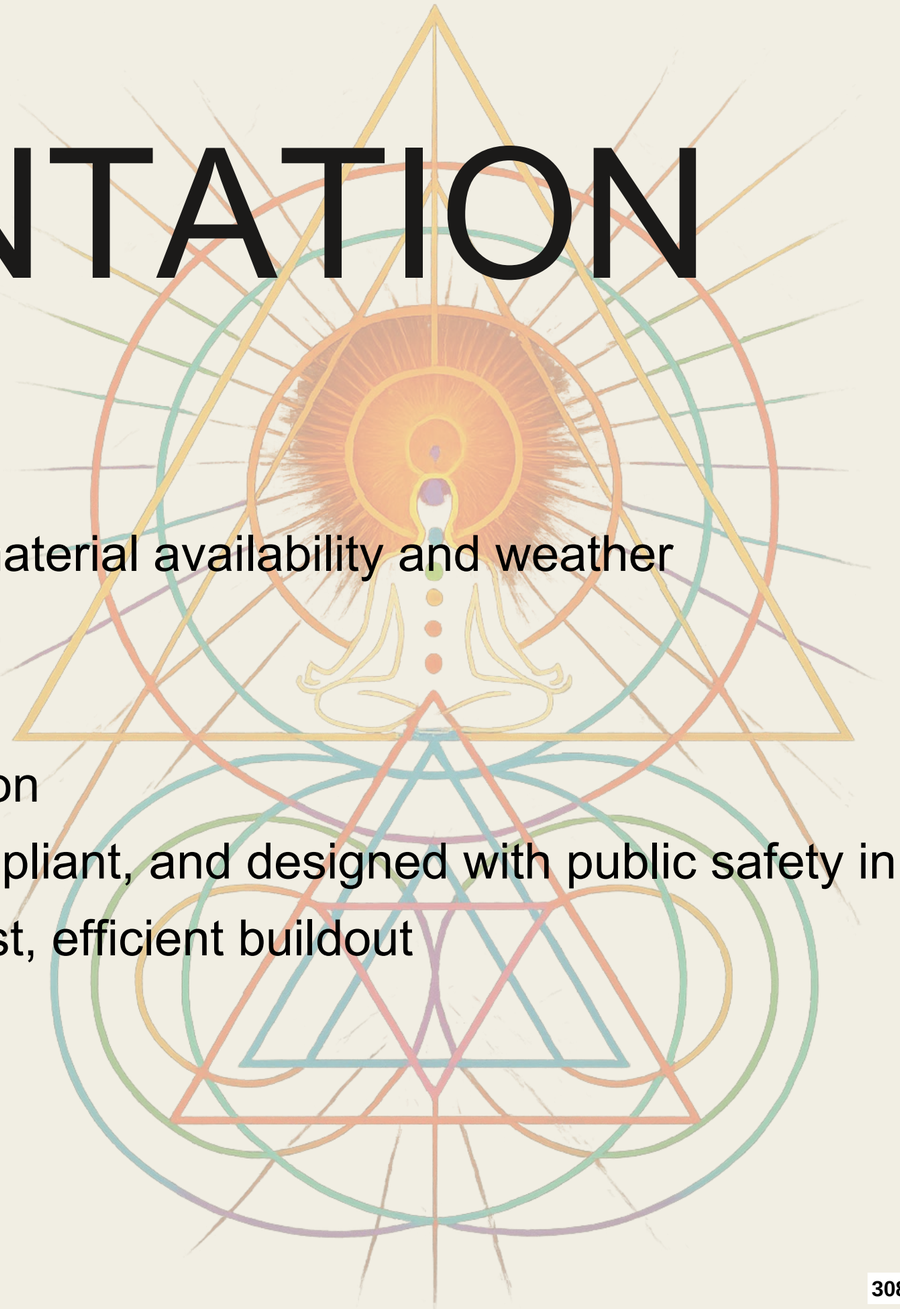
$25,000



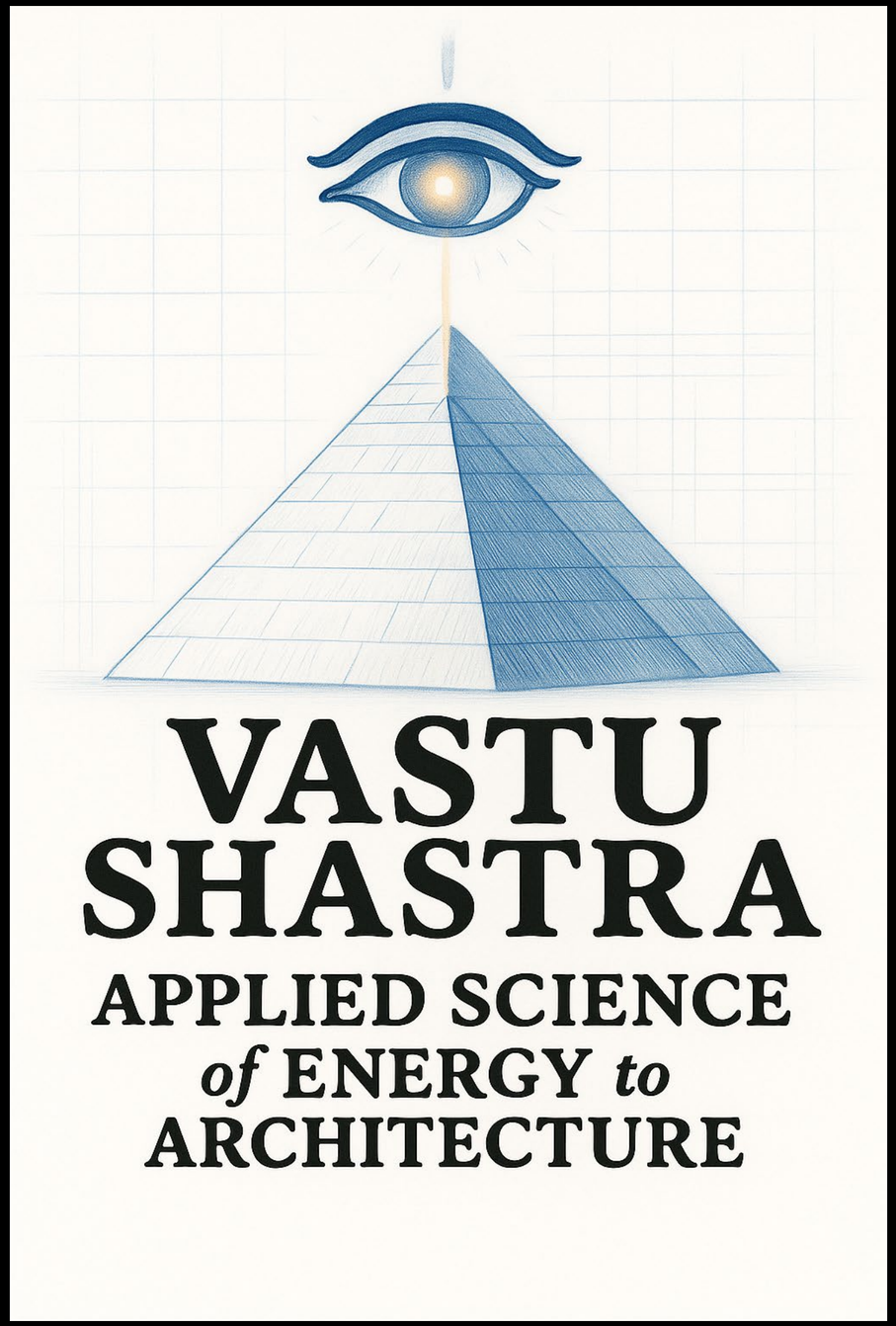
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PALMETTO
BAY
TRAILBLAZERS
COMMUNITY=FAMILY
PLACEMAKERS
VISIONARY

FEASABILITY & IMPLEMENTATION



TIMELINE	75–120 days post-approval, based on material availability and weather
DURABILITY	High-integrity, weather-resilient materials
ACCESSIBILITY	Fully ADA-compliant paths and design
MAINTENANCE	Minimal—mostly cleaning and inspection
SAFETY	Anchored securely, building code compliant, and designed with public safety in m
LOGISTICS -READY	Fabricators identified and ready for fast, efficient buildout


VASTU
SHASTRA
APPLIED SCIENCE
of ENERGY to
ARCHITECTURE

A NATIONAL FIRST & FIRST OF ITS KIND

It’s Not Just Art — It’s Healing

Most public art is passive. This is interactive, restorative, and rooted in both energy science and sacred traditions spanning millennia

Ancient Meets Modern

Vastu Shastra’s architectural principles, sacred geometry, and copper’s conductive qualities converge in this living sculpture to create a space that grounds, balances, and uplifts.

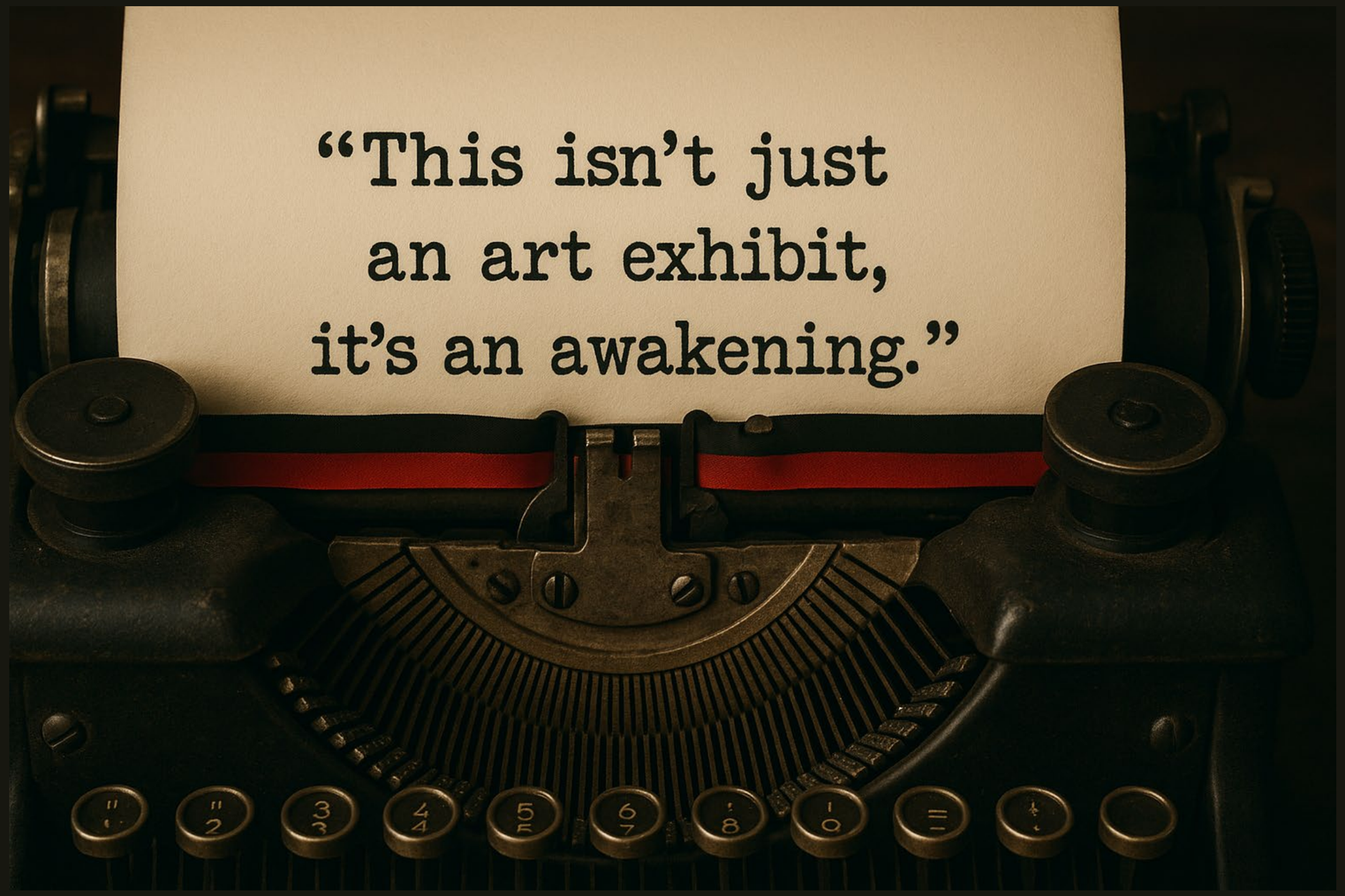
Bold, “non-ordinary” art experience

More than a destination for art lovers, it’s a space for unity, contemplation, guided meditations, school trips, or a moment of peace in an anxious world.


SEE IT.


FEEL IT.
AWAKEN

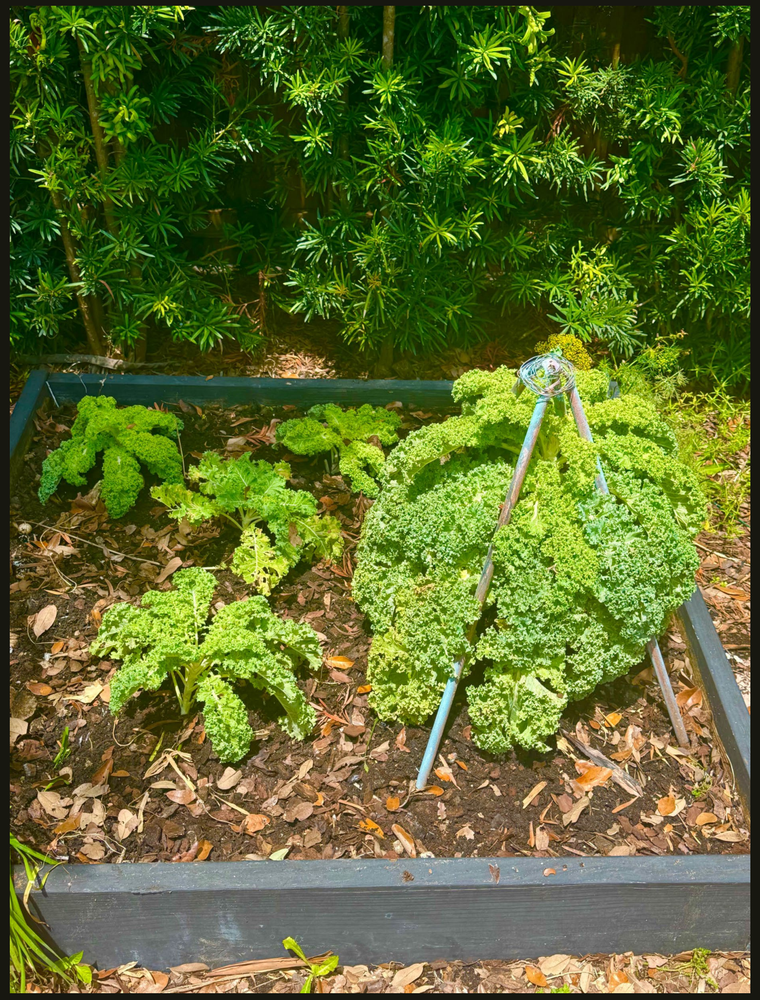

ENTER IT.



PRESENTED TO PALMETTO BAY VILLAGE COUNCIL & ART IN PUBLIC PLACES

TONE CALLE | **ARTIST**

Same sun, soil and water – only ONE got the PYRAMID





“Nurtured by Nature – Supercharged by Copper”

Q&A: The Copper Pyramid of Art & Energy

An immersive sculpture. A sanctuary. A symbol of wellness and progress.

1. What is The Copper Pyramid of Art & Energy, and why does Palmetto Bay need it?
This is more than art. It's a sanctuary. By fusing geometry, copper conductivity, and ancient energy principles, this *living art installation* reimagines a repurposed 1977 structure into a functional landmark of wellness, inclusivity, and innovation—making Palmetto Bay the *first* U.S. community to pioneer this kind of interactive artful healing infrastructure.

2. What sets this apart from traditional public art?
Traditional art invites admiration. The Copper Pyramid of Art & Energy *invites both admiration and participation*. Step inside and you're enveloped in light, color, and intention—thanks to its *gem-inlaid interior walls*, which scatter sunlight into a kaleidoscope of living color. This is *functional art*—a meditative chamber, an architectural marvel, and a community experience all at once. It's a *multi-sensory gift*, not just a sculpture.

3. Why copper? Isn't that just a material choice?
Copper isn't just beautiful—it's powerful. As one of Earth's most conductive elements, it supports a natural shift from *positive ions* (stress-inducing) to *negative ions* (calming, mood-enhancing). This ion exchange is the very process behind why nature heals us—think waterfalls, forests, and yes… pyramids. And copper tells time: it ages with grace, forming a verdigris patina that evolves the sculpture into *living art*.

4. Is there science behind pyramid energy and wellness?
Yes. Pyramids are rooted in geometry so precise that even *Einstein* acknowledged the connection between energy and matter: $E = mc^2$—proving they are interchangeable. Studies suggest pyramids can *amplify alpha and theta brainwaves*, which foster calm and clarity. Like a tuning fork for the human spirit, this sculptural form harmonizes people and place.

5. How does this sculpture interact with Earth's energy?
When aligned to True North, the pyramid's form channels Earth's electromagnetic fields upward through its apex. Nikola Tesla famously said," *The secrets of the universe lie in energy, frequency, and vibration"*—principles echoed in this design, even in today's "tech-set" world. This isn't just art—it's a *resonant space* that promotes grounding, inspiration, and healing.

6. Is the original 1977 exterior artwork being preserved?
Absolutely. We're honoring its legacy by carefully cleaning, patching, and highlighting the original artist's work, allowing the historic exterior to shine. This is not an erasure, it's an *elevation* of the past, woven into a new artistic narrative.

7. Is the structure ADA compliant?
Yes. Accessibility was part of the vision from the very beginning. The design ensures full access for individuals with mobility limitations—including ramps and smooth pathways. This is an inclusive installation for *every* visitor.

8. How is the surrounding landscape considered in this design?
The Copper Pyramid of Art & Energy nestles into Coral Reef Park's natural beauty. It incorporates *wood, copper, crystals, and concrete*—elements that mirror the organic textures of the park. This sculptural addition becomes part of the landscape, not separate from it. It's visually compelling, yet in harmony with the earth.

9. Is this project safe and built to last?
Yes—built to last, designed to glow. Copper, crystals, wood, and concrete form the foundation of this sculpture—materials that naturally age with elegance. There are no moving parts, no high-tech dependencies—just timeless design. The *semiprecious gems* are embedded and protected. It's *public legacy art*—safe, stable, and low-maintenance.

10. What are the long-term community benefits?
It becomes a gathering place, a teaching tool, a sanctuary. From mental health support to school programs, family visits, and creative classes, it *redefines what public art can be*. It's not a monument to look at—it's a *place to feel better in*.

11. Why now?
Timing is EVERYTHING. This is the perfect convergence of sustainability, upcycling, wellness advocacy, and cultural leadership. Few projects check every box: *art, science, mental health, equity, and place-making*. Approving this installation puts Palmetto Bay on the map as a *trailblazer* in visionary public design.

12. Isn't this a bit "out there" for a city project?
Innovation always is—until it isn't. Just like community gardens or mindfulness programs once seemed "alternative," this art installation is the *next evolution* in public wellness and artful design. *Pyramidology is trending*—in architecture, in holistic wellness, and in cultural placemaking. Palmetto Bay leads by *introducing it first*.

13. How will this installation attract tourists and new visitors?
Unique public art installations become destinations. As a *first-of-its-kind sculpture* in the U.S., this will draw wellness seekers, art lovers, and design enthusiasts alike. Local tourism gets a fresh boost—because when art is memorable, *people make the trip*.

14. What's the return on investment (ROI) for the Village?
ROI isn't just dollars—it is dignity, destination, and daily engagement. But yes—this sculpture opens opportunities to lease the space for workshops, and wellness events. It enhances the park's cultural capital and can inspire donor support, grants, and event programming.

15. How does this engage youth and education?
It's a *learning lab in disguise*. Schools can use it to teach geometry, sustainability, wellness, ancient cultures, and meditation. Imagine a field trip that blends *science, art, and mindfulness*. This sculpture activates curiosity and creativity across all ages.

16. How does this strengthen Palmetto Bay's civic identity?
It positions Palmetto Bay as a *progressive community* that leads with purpose. This isn't cookie-cutter public art—it's visionary. Cities that support *meaningful installations* are seen as forward-thinking, design-conscious, and community-invested. It becomes a *signature symbol* of civic pride.

17. Can it serve as a venue for community events?
Yes. The pyramid can host guided meditations, wellness gatherings, group art experiences, and more. It provides a serene setting for *community cohesion and cultural programming*, from sunrise meditations to poetry readings.

18. What impact does this have on mental health in the community?
Public art has been shown to reduce stress and elevate mood—but this takes it further. The *Copper Pyramid of Art and Energy* is specifically designed for presence, peace, and quiet reflection. *Mental health matters*, and this offers proactive support in the most elegant form.

19. Is this just a wellness space or does it offer cultural value too?
It's deeply cultural. Rooted in *Vastu Shastra*, ancient design, sacred geometry, and spiritual philosophy, this art installation honors global traditions and teaches through experience. It's a bridge between cultures, between past and future, body and mind.

20. Will this installation inspire other cities?
Undoubtedly. When municipalities witness art that heals, educates, and unites—they take notice. Palmetto Bay becomes a *case study in inspired public art*. Other cities will follow. But *we… We lead*.

Introduction

The Copper Pyramid of Art and Energy is a one-of-a-kind creation, repurposing a 1977 structure that was itself a work of art designed to conceal machinery. This upcycled masterpiece builds upon its artistic origins to create a dynamic and functional piece of art. Combining ancient wisdom, precise geometry, and modern energy principles, it offers an immersive experience for relaxation, meditation, and well-being. Situated in the City of Palmetto Bay's Coral Reef Park—fondly known by regulars as "The Magic Park"—this project brings a sense of enchantment and scientific wonder to an already extraordinary space.

This transformative structure highlights Palmetto Bay's trailblazing commitment to sustainability and trendsetting ideas, positioning the city as a forward-thinking leader in public wellness and art. As the first installation of its kind in any public park, the pyramid offers users an unforgettable journey and a transformative experience for all those visiting Our Magic Park.

1. **Retrospective Analysis:**
   Rooted in ancient wisdom and backed by modern science, the Copper Pyramid of Art and Energy bridges history, spirituality, and wellness. This visionary installation explores Pyramidology, Vastu Shastra, and the conductive power of copper, revealing their role in meditation, community engagement, and education. As a symbol of progress, it aligns with Palmetto Bay's leadership in innovation, offering a transformative sanctuary that fosters mental clarity, relaxation, and cultural enrichment for the Village of Parks.

2. **Copper Pyramid of Art and Energy :**
   This project, aligned with Palmetto Bay's commitment to artistic excellence and sustainability, is a perfect match. More than a repurposed mural, this installation breathes new life into an existing decrepit structure, an awe-inspiring fusion of art, energy, and purpose. As a first-of-its-kind in the U.S., it elevates Palmetto Bay's reputation as a trailblazer in public art and wellness. A landmark that elevates the park's individuality and enriches the community's mental and emotional health, blending artistic elegance with holistic wellness. Designed for beauty and function, it fosters mindfulness, creativity, and community connection while reinforcing

sustainability and forward-thinking civic engagement-an enduring landmark that enriches the park's identity and the well-being of all who visit.

3. **<u>Key Points & Feasibility Considerations:</u>**
   All critical elements involved in the design, construction, and dynamics have been categorized. This groundbreaking project demands precision, craftsmanship, and strategic collaboration. Thoughtfully designed for longevity, using high-quality materials and the conductive properties of copper, this structure creates a durable and energy aligned sanctuary. More than an art piece, it's an upcycled functional, maintenance-free sanctuary, enhancing mental health, fostering connection, and positioning Palmetto Bay at the forefront of cultural and wellness innovation. Key considerations include awareness within the community, seamless integration with the park, and ensuring accessibility, making it a long-term investment in community well-being.

The Copper Pyramid of Art and Energy

- **Attractive**: The living sculpture is a visually striking feature that enhances the park's aesthetic appeal, adding modern, geometric beauty to the natural landscape. Its unique design is sure to catch the eye of park visitors and contribute positively to the space's overall feel.
- **Accessible**: This art installation provides a welcoming, inclusive space for people of all backgrounds and ages to engage in meditation and relaxation. Its design includes easy access for individuals with mobility challenges, ensuring everyone can benefit from its energy-enhancing properties.
- **Nurturing**: The Copper Pyramid of Art & Energy serves as a dedicated space to nurture mindfulness, relaxation, and well-being in the community. With an increasing focus on "mental health matters", especially in urban areas, it acts as a sanctuary for visitors to decompress, find balance, and reduce stress.
- **Educational**: Schools and associations can incorporate the pyramid into their educational programs, using it as a tool for teaching about the intersection of geometry, energy, and wellness. They can host mindfulness sessions, and the structure can serve as an outdoor educational lab for exploring the balance of natural energy.
- **Connected**: In addition to its health benefits, this art installation encourages community cohesion by offering a space for group mindfulness workshops, yoga

classes, and social wellness events. It helps bring individuals together, encouraging collaboration and collective well-being.

- **Dynamic**: With its emphasis on mental and physical relaxation, this sculpture fosters a balanced lifestyle. Regular use can inspire park-goers to take part in healthier practices, contributing to the overall wellness of the surrounding community.
- **Original:** Being the first of its kind, this artistic landmark attracts local visitors and tourists, boosting local engagement and economic activity.
- **Re-Life:** Upcycled design demonstrates a commitment to our Village's environmental responsibility.
- **Revenue:** Creates opportunities for increased park revenue by leasing the space to various groups, instructors, and organizations for workshops, wellness classes, and other activities

Design Considerations for Public Parks

- **Aesthetic Integration**: The design incorporates natural elements such as copper, crystals, wood, and concrete which complement the park's landscape. The integration of copper's warm hues and the surrounding greenery helps The Copper Pyramid of Art and Energy blend seamlessly with nature, creating a peaceful, inviting atmosphere.
- **Inclusivity**: ADA compliant, ensuring the art installation is accessible to all visitors, it includes ramps and smooth pathways for those with mobility impairments, as well as comfortable seating for all users.
- **Durability and Low Maintenance**: Built from weather-resistant materials, this art installation stands the test of time. Copper's natural patina only enhances the structure's visual appeal, while the materials used require minimal maintenance, ensuring the structure remains in excellent condition for years to come.
- **Safety**: Designed with safety in mind- featuring secure anchoring, stability measures, and weather-resistant materials. This ensures its longevity and safety for public use, even in areas that experience inclement weather.

Ancient Wisdom Meets Modern Science: The Geometry of Pyramids

While the historical significance of pyramids cannot be overstated, modern science provides a deeper understanding of how and why pyramids work. The geometry of the pyramid resonates with universal laws of mathematics, geometry, and astronomy, aligning with the fundamental principles of energy and matter.

Pyramids resonate with the natural electromagnetic fields of the Earth, with each side representing different natural elements (South-Heat, North-Cold, West-Darkness, East-Light). By aligning a pyramid with true North, its geometry amplifies and channels energy from the Earth's electromagnetic fields, creating a beneficial energetic environment that promotes healing, relaxation, and spiritual awakening. The pyramids' symmetrical design is thought to generate significant energy for both material and spiritual purposes.

The Powers of Pyramids & Vastu Shastra

Pyramids have long been symbols of energy and life force across various ancient cultures. The ancient Egyptians believed their pyramids had unique energetic properties and were thought to embody a cosmic life force, with their geometry representing a conduit for spiritual and physical energy.

The term "Pyramid" itself translates to "Fire in the Middle," symbolizing the life energy that flows through the structure. This powerful symbolism resonates deeply with other ancient traditions, like those found worldwide, where Prana (the life force) connects humans to the universe. The geometry of the pyramid — with its symmetrical, triangular shape — is seen as a physical manifestation of these cosmic forces.

The principles of **Vastu Shastra** focus on aligning buildings with nature and the interstellar to create a harmonious and beneficial living space, aiming to optimize energy flow and promote well-being within a structure. "Vastu Shastra*" literally translates to "science of architecture"* in Sanskrit, and modern scientific theory, such as Einstein's $E=mc^2$, asserts that energy and matter are interchangeable. This equation signifies that mass and energy are two different forms of the same thing and can be converted into one another. Pyramids serve as a bridge between these two realms, optimizing cosmic energy flow and harmonizing the physical structure, its inhabitants, and the environment.

Scientific Research and Applications of Pyramid Power

Scientific studies have demonstrated that pyramids can focus electromagnetic energy. They are also shown to have a positive effect on brain wave patterns, particularly alpha and theta waves, which promote relaxation and enhanced meditation.

The pyramids' energy can be harnessed for practical applications, including:

- **Energy Storage**: Pyramids act as powerful tools for storing and amplifying energy, which can be used for various practices.
- **Meditation Enhancement**: Pyramids accelerate the meditative process, helping to clear the mind and deepen spiritual growth.
- **Health and Healing**: Research indicates that pyramid energy can promote physical and mental balance, improving overall well-being and even aiding in recovery from illness.

Agriculture and Plants

- Seeds stored in pyramids showed 20-100% higher yields, better drought resistance.
- Pyramid/Plant studies proved plant growth rates can double or even triple producing healthier, pest-resistant plants.

Water Benefits

- Pyramid-treated water gained beneficial negative ions and therapeutic properties for injuries and arthritis.
- Supercooled water remained liquid at sub-zero temperatures and crystallized upon agitation.

Therapeutic Effects of Pyramids

- Medical Applications: Studies show pyramid storage can improve virus-fighting properties, support premature infants, speed up healing, and aid addiction recovery. Pyramid energy may also positively affect DNA.
- Mental Energy Effects: Experiments indicate pyramids amplify meditation and relaxation and can induce deep concentration and focus.

Human Experiences in Pyramids

- Kirlian photography showed brighter auras after spending 15 minutes in a pyramid.
- Pyramids modulated energy, energizing lethargic individuals and calming hyperactive ones.
- Preschoolers in pyramid-like structures exhibited calmer, more attentive behavior.
- Meditation in pyramids enhanced relaxation and focus.

Benefits of Pyramid Energy Healing

- Pain Relief
- Stress Reduction
- Improved Sleep Quality
- Enhanced Immune Function
- Improved Mental Clarity and Focus
- Increased Creativity and Intuition
- Promoting Peacefulness and Relaxation

These benefits are attributed to the pyramid's ability to harmonize the body's energy fields, facilitating natural healing processes.

Conclusion

Incorporating The Copper Pyramid of Art and Energy offers an innovative, accessible, and valuable resource for promoting physical, emotional, and spiritual wellness within the community. Its combination of copper's conductive properties and pyramid geometry fosters balance and relaxation, while the serene environment it creates encourages mindfulness and reduces stress. With thoughtful design and an emphasis on inclusiveness, The Copper Pyramid of Art and Energy can become a cherished feature for park visitors of all ages. Its educational value for nearby schools and the potential to foster social connection, community wellness and increased tourism make it an essential addition to any public park setting.

Art in Public Places Advisory Board
In-Person Meeting Agenda
Village Hall
1st Floor Conference Room
9705 East Hibiscus Street, Palmetto Bay, FL 33157
May 29th, 2025, at 6:00 PM

AGENDA

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.

THE COPPER PYRAMID OF ART & ENERGY

Art Installation Budget

Category	Description	Cost (USD)	Section
Copper Tubing & Structural Connectors	Precision-engineered hollow copper tubing, with structural welds and fasteners designed for geometric integrity and optimized energy flow.	$ 4,150.00	Fabrication & Materials
Interior Sustainable Hardwood Framing	Load-bearing framing using sustainable hardwood, tailored to support the semi-precious artistic mosaic with both strength and elegance.	$ 1,150.00	Fabrication & Materials
Clear Polycarbonate Security Panels	UV-laminated, impact-resistant polycarbonate panels, custom-cut and polished to safeguard embedded crystal elements.	$ 1,300.00	Fabrication & Materials
Semi-Precious Stones	Ethically mined chakra-aligned stones, hand-laid in an artistic mosaic bridging creative design and energetic resonance.	$ 1,550.00	Fabrication & Materials
Quartz Crystals	High-vibration quartz crystals, artfully inlaid in resonance patterns to serve as energetic amplifiers.	$ 1,350.00	Fabrication & Materials
Copper Elements Integration	Hand-laid copper elements embedded in structural nodes to enhance field conductivity and symbolic symmetry.	$ 950.00	Fabrication & Materials
Concrete Seating	Public-ready sculptural all-concrete seating engineered for weather endurance, public safety, long-term durability, and minimalistic cohesion with the art installation.	$ 975.00	Fabrication & Materials
Artist Fee	Artist fee (10%, current national average is 20%) for Creative Intellectual Property, full creative direction: visual concept renderings, small-scale real-life modeling, and site-specific integration of energetic and aesthetic elements.	$ 2,500.00	Visioning & Artistic Development
Consultants & Symbolic Alignment	Energy consultant, field consultant, and Artist's time invested in sourcing materials, symbolic design alignment, and structural modeling based on pyramidology ratios.	$ 1,350.00	Visioning & Artistic Development
Construction & Final Assembly	Comprehensive on-site construction: erection of copper frame, precision inlays, grounding integration, secure anchoring, and final weather-sealing with protective polycarbonate crystal casing.	$ 7,850.00	Site Prep, Installation & Finishing
Artistic Botanical Integration	Landscape preparation and botanical integration featuring high-vibration native and non-native plants curated for energetic synergy. Includes delivery, soil amendments, and placement guidance by holistic horticulturalists.	$ 1,475.00	Site Prep, Installation & Finishing
Creative & Municipal Liaison	Real-time coordination with project contributors ensuring smooth scheduling, adaptive execution, and responsive collaboration with fabricators, technicians, and city liaisons.	$ 400.00	Artistic Oversight & Coordination
Contingency Reserve (Donated)	Gift-in-kind for the artistâ€™s discretionary use. It allows for responsive and creative adaptation during installation, addressing unforeseen artistic needs or refinements.	$ -	Contingency Reserve (Donated by BlueSEED)
TOTAL*		**$ 25,000.00**	

Exhibit B
THE COPPER PYRAMID OF ART & ENERGY
Proposed Project Schedule / Timeframe

Anticipated Project Duration: Approximately 12 weeks from execution of the agreement and authorization to proceed.

The following schedule represents the anticipated sequence of work for fabrication, artistic integration, installation, and completion of the Copper Pyramid of Art & Energy. Certain phases may overlap where practical to maintain the overall project timeline.

TIMEFRAME	PROJECT PHASE & ANTICIPATED WORK
Week 1	**Project Coordination, Site Preparation & Procurement** Confirm project coordination, site access, installation sequencing, and other logistical requirements with the Village. Establish appropriate site safety and project identification measures, as applicable, and initiate material procurement and fabrication scheduling.
Weeks 2–5	**Fabrication & Material Preparation** Procurement and preparation of primary structural and artistic materials; fabrication of structural components; sourcing and preparation of semi-precious stones/crystals, copper elements, and other materials consistent with the approved artistic concept and final design development.
Weeks 4–7	**Artistic Assembly & Integration** Artistic assembly and integration of project elements, including symbolic alignment, crystal and stone layout, copper elements, and other off-site preparation. This phase may overlap with fabrication and material preparation.
Weeks 7–10	**Site Preparation & Installation** On-site preparation, construction, installation and final assembly of the artwork, including structural placement, anchoring, grounding, seating, artistic inlays and other elements consistent with the approved artistic concept and final design development.
Weeks 10–11	**Finishing & Botanical Integration** Final detailing and finishing, together with landscape preparation and artistic botanical integration surrounding the installation.
Week 12	**Final Review, Completion & Project Documentation** Final adjustments, site cleanup, coordination with Village representatives, punch-list items and project completion. Coordination of final interpretive materials, including the installation's story, intended visitor experience/use, and artist identification/biographical information, together with final project photography and documentation.

SCHEDULE NOTES

- Phases may overlap where practical to maintain the approximately three-month project timeframe.
- This schedule assumes timely execution of the agreement, authorization to proceed, reasonable site access, and customary coordination with the Village.
- Timing may be reasonably adjusted to accommodate material availability, weather conditions, unforeseen site conditions, required Village reviews or approvals, or reasonable design and material refinements consistent with the approved artistic concept, as well as other circumstances outside the Artist's direct control.
- Project and artist-related documentation, communications, media and outreach may be undertaken by the Artist throughout the development, installation and completion of the artwork.
- Interpretive materials, including project history, visitor information, artist identification and related project content, will be coordinated with the Village as appropriate.

TARGET COMPLETION

The project is anticipated to be completed approximately 12 weeks following authorization to proceed, subject to any unforeseen delays or circumstances that may impact the agreed-upon schedule, culminating in the celebratory ribbon cutting with the Village. Notwithstanding any such delays, final project completion must occur no later than the second week of January 2027.

Memorandum

MIAMI-DADE COUNTY

Date: August 12, 2025

To: Chair and Members
Art in Public Places Trust

From: Marialaura Leslie, Director
Department of Cultural Affairs

Subject: Trust Resolution No. APPT 25-44 / Deaccession of (22) APP Collection Works

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Trust Resolution No. APPT 25-44

RESOLUTION APPROVING THE DEACCESSION OF TWENTY-TWO (22) ART IN PUBLIC PLACES COLLECTION ARTWORKS PURSUANT TO SECTION 2.2 OF THE DEPARTMENT OF CULTURAL AFFAIRS ART IN PUBLIC PLACES DEACCESSION POLICY AS NOTED BELOW:

	Artist	Title
1	Karel Appel	Large Head, Circa 1970
2	Graciela Boulander	Melee, 1973
3	Graciela Boulander	Polo, 1973
4	Alexander Calder	Unfinished Revolution I, 1975
5	Alexander Calder	Unfinished Revolution II, 1976
6	Ramon Carulla	Star Wars Series, 1979
7	Jorge Castano Perez	Untitled (elephant), 1977
8	Jorge Castano Perez	Untitled (kite), 1977
9	Elizabeth Friedmann	Laurel, 1975
10	Elizabeth Friedmann	Tulip Center, 1975
12	Jacob Lawrence	The Builders, 1974
13	Jacob Lawrence	The Carpenters, Circa 1970
14	Rodolfo Nieto	Toro
15	Rodolfo Nieto	Obra No. 2
16	Joseph Raffael	Autumn Fish
17	Omar Rayo	Cogomus P.P.
18	Jesus Rafael Soto	Araya
19	Hildegarge Van Roijen	Catch
20	Hildegarge Van Roijen	The Magic Maker
21	Karen Glaser	Aquascapes: Miami Seaport, 2002
22	Fran Williams	Family Games, 1979

Recommendation

It is recommended that the Art in Public Places Trust approve the deaccession of twenty-two (22) Art in Public Places Collection artworks pursuant to Section 2.2 of the Department of Cultural Affairs Art in Public Places Deaccession Policy as noted below:

	Artist	Title
1	Karel Appel	Large Head, Circa 1970
2	Graciela Boulander	Melee, 1973
3	Graciela Boulander	Polo, 1973
4	Alexander Calder	Unfinished Revolution I, 1975
5	Alexander Calder	Unfinished Revolution II, 1976
6	Ramon Carulla	Star Wars Series, 1979
7	Jorge Castano Perez	Untitled (elephant), 1977
8	Jorge Castano Perez	Untitled (kite), 1977
9	Elizabeth Friedmann	Laurel, 1975
10	Elizabeth Friedmann	Tulip Center, 1975
12	Jacob Lawrence	The Builders, 1974
13	Jacob Lawrence	The Carpenters, Circa 1970
14	Rodolfo Nieto	Toro
15	Rodolfo Nieto	Obra No. 2
16	Joseph Raffael	Autumn Fish
17	Omar Rayo	Cogomus P.P.
18	Jesus Rafael Soto	Araya
19	Hildegarge Van Roijen	Catch
20	Hildegarge Van Roijen	The Magic Maker
21	Karen Glaser	Aquascapes: Miami Seaport, 2002
22	Fran Williams	Family Games, 1979

Background

At a meeting of the Professional Advisory Committee (PAC) on July 24, 2025, APP staff presented background information and documentation on twenty-two (22) different artworks in the Art in Public Places Collection being recommended for deaccession. During the ongoing APP Collection verification process, APP staff discovered twenty (20) of works of art from the North Dade Health Center, part of the Jackson Health Trust system, that could not be located despite thorough and diligent searches by both APP and Jackson personnel. In accordance with Miami-Dade County Administrative Order No. 8-2, a police report was filed for the unlocated artwork(s).

One (1) of the artworks "*Aquascapes: Miami Seaport*" was created by Karen Glaser in 2002 specifically for Terminal G at PortMiami, a cruise facility slated for demolition in May of 2025 to accommodate the construction of a new state-of-the art Terminal G. This artwork could not be saved due to the work on canvas being permanently adhered to the terminal's finished drywall. APP staff was unsuccessful in finding a practical solution to remove the artwork intact, therefore the work was destroyed along with the rest of the terminal building.

The last recommended artwork for deaccession is *Family Games* created by Fran Williams in 1979 for the Coral Reef Park, formerly part of the Miami-Dade County Park system. This facility,

Memorandum

along with all its equipment, capital assets, and public art, was transferred to the Village of Palmetto Bay in 2003. The transfer of property releases APP's responsibility for the ongoing care of the work and supports the artwork's removal from the County's inventory and public art collection.

An assessment of the twenty-two (22) works listed below meet at least one or more conditions of the deaccession criteria:

	Artist	Title
1	Karel Appel	Large Head, Circa 1970
2	Graciela Boulander	Melee, 1973
3	Graciela Boulander	Polo, 1973
4	Alexander Calder	Unfinished Revolution I, 1975
5	Alexander Calder	Unfinished Revolution II, 1976
6	Ramon Carulla	Star Wars Series, 1979
7	Jorge Castano Perez	Untitled (elephant), 1977
8	Jorge Castano Perez	Untitled (kite), 1977
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20	Hildegarge Van Roijen	The Magic Maker
21	Karen Glaser	Aquascapes: Miami Seaport, 2002
22	Fran Williams	Family Games, 1979

Upon review and discussion of findings related to these collection works, the PAC concurred with APP's recommendation for deaccessioning based on these twenty-two (22) artworks meeting one or more conditions in the deaccession criteria including:

2.2.1 UNLOCATED. The artwork cannot be located after reasonable and diligent searches. As required by Miami-Dade County Administrative Order No. 8-2, a police report must be filed for unlocated artwork(s), and an investigation report and recommendation must be submitted to GSA. Police Report was Filed #2024-012996

2.2.4 SITE ALTERATION. For site-integrated or site-specific artworks, the site for which the artwork was specifically created is structurally or otherwise altered and can no longer accommodate the artwork, is made publicly inaccessible as a result of new construction,

demolition, or security enhancement, or has its surrounding environment altered in a way that significantly and adversely impacts the artwork.

2.2.5 SITE ACQUISITION OR SALE: For site-integrated or site- specific artworks, the site for which the artwork was specifically created is sold or acquired by an entity other than Miami-Dade County.

Pursuant to Section 2.2 of the Art in Public Places Deaccession Policy, it is recommended that the Art in Public Places Trust approve Trust Resolution APPT No. 25-44 authorizing the deaccession of these twenty-two (22) Art in Public Places collection artworks.

Trust Resolution No. APPT 25-44

RESOLUTION APPROVING THE DEACCESSION OF TWENTY-TWO (22) ART IN PUBLIC PLACES (APP) COLLECTION ARTWORKS PURSUANT TO SECTION 2.2 OF THE DEPARTMENT OF CULTURAL AFFAIRS ART IN PUBLIC PLACES DEACCESSION POLICY AS NOTED BELOW:

	Artist	Title
1	Karel Appel	Large Head, Circa 1970
2	Graciela Boulander	Melee, 1973
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13	Jacob Lawrence	The Carpenters, Circa 1970
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18	Jesus Rafael Soto	Araya
19	Hildegarge Van Roijen	Catch
20	Hildegarge Van Roijen	The Magic Maker
21	Karen Glaser	Aquascapes: Miami Seaport, 2002
22	Fran Williams	Family Games, 1979

WHEREAS the Art in Public Places Trust desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE MIAMI-DADE COUNTY ART IN PUBLIC PLACES TRUST that this Trust approve the deaccession of the twenty-two (22) Art in Public Places collection artworks.

The foregoing resolution was offered by Trust member David Sexton who moved for its adoption. The motion was seconded by Mercedes Lopez Cisneros and upon being put to a vote, the votes were as follows:

Name	Aye	Nay	Absent
Carol Damian			X
Sandy Dorsainvil	X		
Julio Grabiel			X
Maggie Hernandez	X		
David Fernandez			X
Asael Marrero	X		
Zammy Migdal			X
Kathryn Mikesell	X		
Mercedes Lopez-Cisneros	X		
Bernadette Pierre	X		
Trixie Belo-Osagie			X
David Sexton	X		

The Vice-Chairperson thereupon declares the resolution duly passed and adopted on this 12th day of August 2025.

Maggie Hernandez, Vice-Chair

Art in Public Places Trust

25-44-appt-memo-deacession-22-ml

Final Audit Report 2025-08-26

Created:	2025-08-26 (Eastern Daylight Time)
By:	Bianca Gonzalez (bianca.gonzalez@miamidade.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdTBOqxJrJyBTS6cS18-yYYu2wJcEhbId
Documents:	25-44-appt-memo-deacession-22-ml.pdf (4 pages) APPT 25-44 Deaccession of 22 Collection Artworks.pdf (2 pages)
Number of Documents:	2
Document page count:	6
Number of supporting files:	0
Supporting files page count:	0

"25-44-appt-memo-deacession-22-ml" History

Document created by Bianca Gonzalez (bianca.gonzalez@miamidade.gov)
Documents: 25-44-appt-memo-deacession-22-ml.pdf, APPT 25-44 Deaccession of 22 Collection Artworks.pdf
2025-08-26 - 11:17:33 AM EDT- IP address: 65.87.105.1

Document emailed to Marialaura Leslie (marialaura.leslie@miamidade.gov) for signature
2025-08-26 - 11:18:39 AM EDT

Agreement viewed by Marialaura Leslie (marialaura.leslie@miamidade.gov)
Documents: 25-44-appt-memo-deacession-22-ml.pdf, APPT 25-44 Deaccession of 22 Collection Artworks.pdf
2025-08-26 - 4:49:35 PM EDT- IP address: 76.128.113.74

Document e-signed by Marialaura Leslie (marialaura.leslie@miamidade.gov)
Documents: 25-44-appt-memo-deacession-22-ml.pdf
Signature Date: 2025-08-26 - 4:51:51 PM EDT - Time Source: server- IP address: 76.128.113.74

Agreement completed.
2025-08-26 - 4:51:51 PM EDT

APP Collection Verification Form

Date: 10 / 30 / 23 **PM Initials** YL

Artwork Title: Family Games

ID No: 606

Inventory #: 456963

Address: 7895 SW 152nd Street, Miami, Florida 33157.

Facility Name: Coral Reef Park

Location within Facility: Near main building

Was the Artwork photographed from various angles as a record of the in-person assessment?

Yes X **No** _____

State reason for lack of photo (i.e. work not found / Not Accessible)

Visual Condition

* Input a Value on the Physical Look of the Artwork using a Scale of 1 to 5 / 1=very bad shape & 5= great shape)

**In your opinion, check below who should be responsible for performing the proper maintenance APP or the Client

How does it look? *		Description of typical issues	APP	Client
Excellent		Looks brand new		
Good	X	Normal Wear & Tear / May need cleaning / change bulbs	X	
Fair		Requires cleaning / Repainting / Minor patchup		
Poor		Needs Restoration / Missing Pieces		

SPECIAL REMARKS: Artwork partially covered by lanscaping.

Does Artwork have Proper Signage?

YES _____ **Is it Appropriate? Yes,** _____

(Take a photo of sign and a photo of artwork w/ sign)

If **NOT appropriate,** _____ make a recommendation

NO X

Select a Sign Recommendation

Is the Artwork Secured?

YES X NO _____

Signage Recommendation

_____ Small Wall Mounted (7x5)

_____ Large Wall Mounted (8.5x11)

X Post Mounted











AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
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, DIRECTING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO INVESTIGATE THE OWNERSHIP AND/OR CONTROL OF THE PEOPLE'S DOCK AND 72 AVENUE, SOUTH OF 168 STREET, AND TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-People's Dock-KC

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, DIRECTING THE VILLAGE MANAGER AND VILLAGE ATTORNEY TO INVESTIGATE THE OWNERSHIP AND/OR CONTROL OF THE PEOPLE'S DOCK AND 72 AVENUE, SOUTH OF 168 STREET, AND TO TAKE ALL STEPS NECESSARY TO EFFECTUATE THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the People's Dock is located in the Village of Palmetto Bay ("Village") immediately south of the Deering Estate, which is located at 16701 SW 72 Avenue; and

WHEREAS, the People's Dock provides an important access point to Biscayne Bay for Village residents and others; and

WHEREAS, the People's Dock is a communal meeting point for Village residents and others; and

WHEREAS, the People's Dock provides important access to Biscayne Bay for Village residents and others, and allows for activities such as bird watching, manatee sightings, and picnics; and

WHEREAS, recently Miami-Dade County closed off golf cart access to the People's Dock; and

WHEREAS, the Village Council desires to maintain full access to the People's Dock for all Village residents who are in compliance with its usage rules and regulations; and

WHEREAS, the Village Council desires for the Village Manager and/or designee and the Village Attorney to investigate the ownership and/or control of the People's Dock and 72 Avenue, south of 168 Street, and to authorize them to take all steps necessary to effectuate the terms of this Resolution; and

WHEREAS, the Village Council finds that adoption of this resolution is in the best interests of the Village and its residents.

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

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

Section 2. Support for Full Access to the People's Dock. The Village Council hereby expresses and reiterates its support for full and complete access to the People's Dock and 72 Avenue, south of 168 Street, for Village residents.

Section 3. Authorization of Village Officials. The Village Manager and/or designee and the Village Attorney are authorized to investigate the ownership and/or control of the People's Dock and 72 Avenue, south of 168 Street, and to take all steps necessary to effectuate the terms of this Resolution.

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

PASSED and **ADOPTED** this 8th day of September, 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John Quick
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 14, 2026
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, ADDRESSING THE UNAPPROVED NAME "DIADEM PICKLEBALL COMPLEX" DEPICTED ON OFFICIAL VILLAGE SIGNAGE FOR THE PALMETTO BAY PARK INDOOR PICKLEBALL CENTER; DIRECTING THE VILLAGE MANAGER TO CORRECT THE SIGNAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Pickleball Center Signage-MM
Exhibit A
Exhibit B

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ADDRESSING THE UNAPPROVED NAME "DIADEM PICKLEBALL COMPLEX" DEPICTED ON OFFICIAL VILLAGE SIGNAGE FOR THE PALMETTO BAY PARK INDOOR PICKLEBALL CENTER; DIRECTING THE VILLAGE MANAGER TO CORRECT THE SIGNAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Village is constructing the Palmetto Bay Park Indoor Pickleball Center and has entered into an agreement with Diadem for management and operation of the facility; and

WHEREAS, official Village construction-site signage bears the Village seal and includes a rendering prominently depicting the facility with the name "Diadem Pickleball Complex;" and

WHEREAS, the Village Code provides a public process for the Village Council to name or co-designate Village facilities, and the Village Council has not approved the name "Diadem Pickleball Complex;" and

WHEREAS, depicting the name "Diadem Pickleball Complex" on the official Village signage may give the public the inaccurate impression that the Council has named or granted naming recognition for this publicly-owned facility to Diadem; and

WHEREAS, until the Village Council officially names or co-designates the facility, official Village signage should identify it as the "Palmetto Bay Park Indoor Pickleball Center"; and

WHEREAS, the Mayor and Village Council find that adoption of this resolution is in the best interests of the Village and its residents.

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

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

Section 2. Correction of Signage. The Village Manager is directed to promptly correct or replace the construction-site signage so that neither the sign nor any rendering thereon depicts "Diadem Pickleball Complex" or otherwise depicts Diadem as part of the facility's name. The signage shall identify the facility as the "Palmetto Bay Park Indoor Pickleball Center" unless and until the Village Council approves another name or co-designation pursuant to the Village Code.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED and **ADOPTED** this 14th day of September 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick
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 _____


PALMETTO BAY
PALMETTO BAY PARK
INDOOR PICKLEBALL CENTER
This Capital Project
Approved By Your Village Council
DIADEM PICKLEBALL COMPLEX
MAYOR
Karyn Cunningham
VICE MAYOR
Mark Merwitzer
COUNCIL MEMBERS
Patrick Fiore District 1
Steve Cody District 2
Marsha Matson District 3
VILLAGE MANAGER
Nick Marano
PARKS & RECREATION DIRECTOR
Fanny Carmona
PUBLIC SERVICES DIRECTOR
Dionisio Torres
FOR INFORMATION: 305.259.1234


VILLAGE OF
PALMETTO BAY
FLORIDA
PALMETTO BAY PARK
INDOOR PICKLEBALL CENTE
This Capital Project
Approved By Your Village Council
DIADEM PICKLEBALL
COMPLEX
MAYOR
Karyn Cunningham
VICE MAYOR
Mark Merwitzer
COUNCIL MEMBERS

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
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 DIGITAL ACCESSIBILITY AS A POLICY PRIORITY OF THE VILLAGE; DIRECTING THE VILLAGE MANAGER TO CONDUCT AN INVENTORY AND BASELINE ACCESSIBILITY AUDIT OF THE VILLAGE'S DIGITAL SERVICES AND CONTENT; ESTABLISHING PRIORITIES FOR REMEDIATION; DIRECTING THE DEVELOPMENT OF DIGITAL ACCESSIBILITY PROCUREMENT STANDARDS AND INTERNAL POLICIES; REQUIRING AN ANNUAL DIGITAL ACCESSIBILITY REPORT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*
SUGGESTED ACTION:	

ATTACHMENTS:

Memo-ADA Digital Accessibility_SC

Reso-ADA Digital Accessibility_SC

To:	Honorable Mayor and Village Council	Date:	September 14, 2026
From:	Council Member Steve Cody	Re:	Digital Accessibility Resolution

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING DIGITAL ACCESSIBILITY AS A POLICY PRIORITY OF THE VILLAGE; DIRECTING THE VILLAGE MANAGER TO CONDUCT AN INVENTORY AND BASELINE ACCESSIBILITY AUDIT OF THE VILLAGE'S DIGITAL SERVICES AND CONTENT; ESTABLISHING PRIORITIES FOR REMEDIATION; DIRECTING THE DEVELOPMENT OF DIGITAL ACCESSIBILITY PROCUREMENT STANDARDS AND INTERNAL POLICIES; REQUIRING AN ANNUAL DIGITAL ACCESSIBILITY REPORT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Council Member Steve Cody)*

BACKGROUND AND ANALYSIS:

Title II of the Americans with Disabilities Act prohibits disability discrimination in the services, programs, and activities of state and local governments. In 2024, the United States Department of Justice ("DOJ") adopted a rule establishing specific accessibility requirements for web content and mobile applications provided, or made available, by public entities. Covered content generally must conform to WCAG 2.1 Level AA. In April 2026, the DOJ extended the compliance date for public entities with populations under 50,000 to April 26, 2028. The Village falls within that category.

The proposed Resolution creates an orderly compliance process before that federal deadline. It directs the Village Manager to complete a digital asset inventory within 90 days, establish accessibility standards for future technology procurements and vendor contracts within 120 days, and complete a baseline accessibility audit within 180 days using both automated and manual testing. The Manager must then establish remediation priorities and a compliance plan, implement appropriate internal practices and training, and report annually to the Village Council beginning September 1, 2027. The purpose is to identify barriers early, prevent new accessibility problems, and provide the Council with a clear picture of the work and resources required for compliance.

FISCAL/BUDGETARY IMPACT:

The fiscal impact cannot be reliably determined until the inventory and baseline audit are completed. Some work may be performed by existing staff or current vendors, while specialized auditing, remediation, training, or technology changes may require additional expenditures. The Resolution makes no specific appropriation and directs the Village Manager to identify any additional funding that may be required.

The underlying compliance obligation is ***not discretionary***. Federal law requires covered state and local governments to make covered web content and mobile applications accessible by the applicable compliance deadline. The fiscal question is, therefore, how to plan and sequence the required work in the most efficient and responsible manner, not whether the Village should comply with federal law.

RECOMMENDATION:

Adopt the Resolution and give direction to the Village Manager to begin the process of implementation.

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING DIGITAL ACCESSIBILITY AS A POLICY PRIORITY OF THE VILLAGE; DIRECTING THE VILLAGE MANAGER TO CONDUCT AN INVENTORY AND BASELINE ACCESSIBILITY AUDIT OF THE VILLAGE'S DIGITAL SERVICES AND CONTENT; ESTABLISHING PRIORITIES FOR REMEDIATION; DIRECTING THE DEVELOPMENT OF DIGITAL ACCESSIBILITY PROCUREMENT STANDARDS AND INTERNAL POLICIES; REQUIRING AN ANNUAL DIGITAL ACCESSIBILITY REPORT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Council Member Steve Cody)*

WHEREAS, Title II of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§ 12131- 12134, prohibits discrimination on the basis of disability in the provision of services, programs, and activities of state and local governments; and

WHEREAS, the public's access to local government depends in part upon digital access including access to websites, electronic documents, online forms, payment systems, public meeting materials, mobile applications, and other digital services; and

WHEREAS, inaccessible digital content can prevent individuals with visual, auditory, mobility, cognitive, and other disabilities from accessing information, applying for services, participating in public meetings, completing transactions, or otherwise interacting with their local government; and

WHEREAS, on April 24, 2024, the United States Department of Justice published a final rule, the Title II Web and Mobile Accessibility Final Rule (89 FR 31320), amending its regulations implementing Title II of the ADA. The rule establishes specific technical accessibility requirements for web content and mobile applications provided or made available by state and local governments, whether directly or through contractual, licensing, or other arrangements; and

WHEREAS, the Department of Justice's regulations generally require covered web content and mobile applications to conform to the Web Content Accessibility Guidelines ("WCAG") 2.1, Level A and Level AA success criteria and conformance requirements, subject to the exceptions and limitations established by federal law; and

WHEREAS, on April 20, 2026, the Department of Justice issued an Interim Final Rule extending the compliance date for public entities with populations of fewer than 50,000 persons to April 26, 2028; and

WHEREAS, as of the 2020 Census, the Village of Palmetto Bay had a population of fewer than 50,000 people and is therefore subject to the April 26, 2028 compliance date; and

WHEREAS, the Department of Justice has advised public entities preparing for compliance to identify their existing digital content and applications, evaluate their accessibility, prioritize remediation, review contracts with technology vendors, train appropriate personnel, and establish policies designed to maintain accessibility over time; and

WHEREAS, automated accessibility testing alone cannot identify all digital accessibility barriers, and an effective accessibility evaluation should therefore utilize an appropriate combination of automated and manual assessment; and

WHEREAS, accessibility is best incorporated into the design, procurement, creation, and maintenance of digital services from the outset rather than addressed only after inaccessible content or technology has already been deployed or after lawsuits and other enforcement actions have been taken; and

WHEREAS, the Village Council finds that beginning this work substantially in advance of the federal compliance deadline will permit the Village to identify and remediate accessibility barriers in an orderly, fiscally responsible, and effective manner; and

WHEREAS, the Village Council further finds that ensuring meaningful and independent access to Village government for residents and visitors with disabilities is not merely a matter of regulatory

compliance, but is an essential component of open, responsive, and inclusive local government; and

WHEREAS, the Village finds this Resolution is in the best interest of the Village and its residents.

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

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

Section 2. Policy of Digital Accessibility.

(a). It shall be the policy of the Village of Palmetto Bay to provide persons with disabilities meaningful access to the Village's digital services, programs, activities, and information and to achieve and maintain compliance with the digital accessibility requirements applicable to the Village under Title II of the ADA and implementing federal regulations.

(b). In implementing this policy, the Village shall use WCAG 2.1 Level AA as the applicable technical standard, where required by federal law, and may employ accessibility practices exceeding the minimum requirements of federal law when reasonably practicable and beneficial to the public.

Section 3. Digital Asset Inventory.

(a). Within 90 days following adoption of this Resolution, the Village Manager shall cause to be completed an inventory of digital content, applications, and services provided or made available by or on behalf of the Village that are potentially subject to the digital accessibility requirements of Title II.

(b). The inventory shall include, as applicable:

1. Village websites, webpages, and subdomains;

2. Web-based applications and online portals;

3. Mobile applications;

4. Online forms and applications for Village services;

5. Electronic payment, registration, reservation, and transactional systems;

6. Online agendas, minutes, reports, forms, notices, and other electronic documents made available to the public;

7. Digital public meeting and public participation systems;

8. Digital content or services provided by contractors, vendors, or other third parties on behalf of the Village; and

9. Such other digital services or content as the Village Manager determines should reasonably be included.

(c). The inventory shall identify, to the extent reasonably practicable, the Village department responsible for each digital asset and any outside vendor responsible for developing, hosting, maintaining, or supplying the asset.

Section 4. Baseline Accessibility Audit.

(a). Within 180 days following adoption of this Resolution, the Village Manager shall cause a baseline accessibility audit to be completed for the Village's digital assets identified pursuant to Section 3.

(b). The audit shall:

1. Evaluate compliance with WCAG 2.1 Level AA where applicable;

2. Utilize an appropriate combination of automated and manual accessibility testing and shall not rely exclusively upon automated testing tools;

3. Give particular attention to digital content and services necessary to perform important governmental functions or transactions;

4. Identify recurring or systemic accessibility barriers, including barriers arising from templates, document-generation practices, website architecture, or third-party technology;

5. Identify content that may fall within an exception established by applicable federal regulations; and

6. Provide sufficient information to permit the Village to establish an orderly remediation program.

(c). The Village Manager may utilize qualified outside accessibility professionals where appropriate and shall identify to the Village Council any additional funding reasonably necessary to complete the audit.

Section 5. Remediation Priorities and Compliance Plan.

(a). Following completion of the baseline audit, the Village Manager shall establish a written remediation and compliance plan designed to achieve compliance with applicable federal digital accessibility requirements on or before April 26, 2028.

(b). In establishing remediation priorities, the Village shall consider:

1. Content necessary to obtain or participate in essential Village services or programs;

2. Online forms, applications, registrations, reservations, and payment systems;

3. Online public meeting agendas, notices, and materials necessary for meaningful civic participation;

4. Emergency and public safety information;

5. Frequently accessed content;

6. Accessibility barriers that have been reported by members of the public;

7. Barriers appearing across multiple webpages or digital services;

8. Templates or systems whose remediation will prevent the creation of additional inaccessible content; and

9. Newly created or substantially revised digital content.

(c). Nothing in this Resolution shall be construed to eliminate or narrow any exception, defense, limitation, or alternative method of compliance permitted under the ADA or applicable federal regulations.

Section 6. Procurement and Vendor Accessibility Standards.

(a). Within 120 days following adoption of this Resolution, the Village Manager, in consultation with the Village Attorney and appropriate procurement and information technology personnel, shall establish digital accessibility requirements for future procurements, contracts, renewals, and material amendments involving websites, web content, software, mobile applications, electronic documents, or other covered digital technology.

(b). Such standards shall address, as appropriate:

1. Compliance with WCAG 2.1 Level AA and applicable federal accessibility requirements;

2. Disclosure by vendors of the accessibility capabilities and known accessibility limitations of proposed products or services;

3. Accessibility testing or documentation sufficient to permit the Village to evaluate vendor claims;

4. Contractual responsibility for correcting accessibility defects identified during the term of a contract;

5. Appropriate accessibility representations and warranties;

6. Procedures governing acceptance of technology that does not fully satisfy applicable accessibility requirements; and

7. Such other contractual protections, including remediation obligations or indemnification provisions where appropriate, as may be recommended by the Village Attorney.

(c). The Village shall endeavor to incorporate accessibility requirements into the procurement process before a digital product or service is selected rather than relying primarily upon remediation following acquisition.

Section 7. Internal Accessibility Practices and Training.

(a). The Village Manager shall designate an employee, department, or interdepartmental team responsible for coordinating the Village's digital accessibility initiative.

(b.) The Manager shall further establish appropriate procedures for:

1. Creating accessible electronic documents and digital content;

2. Testing newly created or substantially revised digital content;

3. Providing appropriate accessibility training to Village employees whose duties include creating, posting, procuring, or maintaining digital content;

4. Receiving and responding to reports from members of the public concerning inaccessible digital content; and

5. Periodically reviewing the effectiveness of the Village's digital accessibility practices.

Section 8. Annual Digital Accessibility Report.

(a). Beginning no later than September 1, 2027, and annually thereafter, the Village Manager shall provide the Village Council with a

written Digital Accessibility Report describing the Village's progress in implementing this Resolution.

(b). The report shall include, at a minimum:

1. The status of the Village's compliance with applicable Title II digital accessibility requirements;

2. Significant accessibility barriers identified during the preceding year;

3. Remediation completed during the preceding year;

4. Significant accessibility work remaining;

5. The status of accessibility compliance by major third-party digital service providers;

6. Training or policy initiatives undertaken during the preceding year;

7. Accessibility complaints or reports received from the public and their general disposition, without identifying individual complainants;

8. Anticipated accessibility projects and priorities for the following year; and

9. Any additional resources, expenditures, contractual changes, or policy decisions the Manager recommends to the Village Council.

(c). The annual report shall itself be made available to the public in an accessible electronic format.

Section 9. Construction.

(a). Nothing contained in this Resolution shall be interpreted as limiting any rights provided by the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Florida law, or any other applicable law.

(b). Nothing in this Resolution shall require the Village to take an action that federal law expressly exempts from an applicable accessibility requirement or that would constitute a fundamental alteration or impose an undue financial and administrative burden as those terms are defined and applied under applicable federal law.

Section 10. Implementation. The Village Manager is authorized and directed to take such administrative actions as are reasonably necessary to implement this Resolution and shall bring before the Village Council any request for additional appropriation or authorization that may be required.

Section 11. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 14th day of September, 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Vice-Mayor Mark Merwitzer _____

Council Member Patrick Fiore _____

Mayor Karyn Cunningham _____

Council Member Marsha Matson _____

Council Member Steve Cody _____

AGENDA ITEM NO. 14.F

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
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, URGING THE MIAMI-DADE COUNTY MAYOR AND BOARD OF COUNTY COMMISSIONERS TO RESTORE FUNDING FOR THE MIAMI-DADE COUNTY ENVIRONMENTALLY ENDANGERED LANDS ("EEL") PROGRAM TO NOT LESS THAN $20 MILLION IN THE ADOPTED FISCAL YEAR 2026-27 BUDGET; URGING THE BOARD TO REJECT THE PROPOSED WAIVER OF THE $10 MILLION MINIMUM RESERVE REQUIREMENT FOR THE EEL TRUST FUND; URGING THE COUNTY TO IDENTIFY AND ADOPT A DEDICATED, RECURRING SOURCE OF FUNDING FOR THE ACQUISITION, RESTORATION, AND MANAGEMENT OF ENVIRONMENTALLY ENDANGERED LANDS; URGING THAT SUCH FUNDING REMAIN AVAILABLE FOR THE ACQUISITION AND EXPANSION OF EEL PRESERVES WITHIN THE VILLAGE OF PALMETTO BAY AND ELSEWHERE; AND FURTHER, DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY MAYOR, EACH MEMBER OF THE MIAMI-DADE COUNTY BOARD OF COUNTY

COMMISSIONERS, THE MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET, THE DIRECTOR OF THE MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT, ALL OTHER MUNICIPALITIES WITHIN MIAMI-DADE COUNTY, AND THE MIAMI-DADE COUNTY LEAGUE OF CITIES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso-EEL Funding_VM

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, URGING THE MIAMI-DADE COUNTY MAYOR AND BOARD OF COUNTY COMMISSIONERS TO RESTORE FUNDING FOR THE MIAMI-DADE COUNTY ENVIRONMENTALLY ENDANGERED LANDS ("EEL") PROGRAM TO NOT LESS THAN $20 MILLION IN THE ADOPTED FISCAL YEAR 2026-27 BUDGET; URGING THE BOARD TO REJECT THE PROPOSED WAIVER OF THE $10 MILLION MINIMUM RESERVE REQUIREMENT FOR THE EEL TRUST FUND; URGING THE COUNTY TO IDENTIFY AND ADOPT A DEDICATED, RECURRING SOURCE OF FUNDING FOR THE ACQUISITION, RESTORATION, AND MANAGEMENT OF ENVIRONMENTALLY ENDANGERED LANDS; URGING THAT SUCH FUNDING REMAIN AVAILABLE FOR THE ACQUISITION AND EXPANSION OF EEL PRESERVES WITHIN THE VILLAGE OF PALMETTO BAY AND ELSEWHERE; AND FURTHER, DIRECTING THE VILLAGE CLERK TO TRANSMIT A COPY OF THIS RESOLUTION TO THE MIAMI-DADE COUNTY MAYOR, EACH MEMBER OF THE MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS, THE MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET, THE DIRECTOR OF THE MIAMI-DADE COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT, ALL OTHER MUNICIPALITIES WITHIN MIAMI-DADE COUNTY, AND THE MIAMI-DADE COUNTY LEAGUE OF CITIES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, in 1990, Miami-Dade County voters approved a dedicated property tax to fund the acquisition, protection, and maintenance of environmentally endangered lands, establishing the County's Environmentally Endangered Lands ("EEL") Program, and in 2004 County voters again endorsed the Program through a voter-approved general obligation bond program that directed approximately $52 million toward the purchase of wetlands, pine rocklands, tropical hardwood hammocks, and other imperiled natural areas; and

WHEREAS, the EEL Program today owns or manages nearly 29,000 acres across more than 89 preserves in Miami-Dade County, with approximately 34,000 additional acres identified for acquisition, including

lands already approved for conservation across seven Commission districts; and

WHEREAS, four EEL preserves are located within or immediately adjacent to the Village of Palmetto Bay, including the Ludlam Pineland Preserve, the Deering Estate South Addition, the Deering Estate North Addition, and Bill Sadowski Park and Preserve, which conserve globally imperiled pine rockland and coastal hardwood hammock habitat, provide passive recreation and environmental education for Village residents, and contribute directly to the Village's tree canopy, flood resilience, and quality of life; and

WHEREAS, additional privately held parcels of pine rockland, hardwood hammock, and coastal wetland within and adjacent to the Village remain unprotected and vulnerable to development, and the Village supports the acquisition of such parcels and the expansion of existing EEL preserves within Palmetto Bay as those opportunities arise; and

WHEREAS, the Village of Palmetto Bay is a coastal community that depends upon the Biscayne Aquifer for its drinking water and upon Biscayne Bay for its environmental and economic health, and natural lands protected under the EEL Program safeguard aquifer recharge, absorb and store stormwater, reduce flooding, moderate extreme heat, and buffer the community from storm impacts; and

WHEREAS, funding for the EEL Program has declined substantially in recent years, with the County's proposed Fiscal Year 2026-27 budget reflecting approximately $6.5 million for the Program. a reduction of more than $30 million from prior funding levels, and with approximately $12.5 million remaining in the Program's bond allocation as of April 2026, of which approximately $3.5 million is directed to the Miami-Dade County Parks, Recreation and Open Spaces Department for maintenance; and

WHEREAS, the County's proposed budget documents acknowledge that the continued decline in funding places the EEL Program's financial and operational viability in question, and the County has further proposed waiving the requirement that a minimum of $10 million be maintained in reserve in the EEL Trust Fund; and

WHEREAS, each year of delay in acquiring lands already approved for conservation increases acquisition costs as property values rise and risks the permanent loss of those lands to development, and once these natural areas are converted they cannot be restored or replaced; and

WHEREAS, a coalition of conservation organizations, including Tropical Audubon Society, Friends of the Everglades, Miami Waterkeeper, Friends of Biscayne Bay, the Center for Biological Diversity, and others, has formally requested that the Miami-Dade County Mayor and Board of County Commissioners restore EEL Program funding to at least $20 million for Fiscal Year 2026-27; and

WHEREAS, the Board of County Commissioners is scheduled to consider the Fiscal Year 2026-27 budget at public budget hearings on September 3, 2026 and September 17, 2026, with final adoption of the budget to occur at the second hearing, such that this Resolution is transmitted in advance of the Board's final budget vote; and

WHEREAS, the Mayor and Village Council find that natural lands are a form of public infrastructure, and that adequately and reliably funding the EEL Program is in the best interest of the health, safety, and welfare of the residents of the Village of Palmetto Bay; and

WHEREAS, the Mayor and Village Council find that adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. Communication to Miami-Dade County Officials. The Mayor and Village Council hereby urge the Miami-Dade County Mayor and the Miami-Dade County Board of County Commissioners to:

(a) restore funding for the Environmentally Endangered Lands Program to not less than $20 million in the adopted Fiscal Year 2026-27 budget;

(b) reject the proposed waiver of the $10 million minimum reserve requirement for the EEL Trust Fund;

(c) identify and adopt a dedicated, recurring source of funding sufficient to sustain the acquisition, restoration, and long-term management of environmentally endangered lands; and

(d) ensure that such funding remains available for the acquisition of additional environmentally endangered lands within the Village of Palmetto Bay and elsewhere across Miami-Dade County.

Section 3. Authority of Village Clerk. The Village Clerk is hereby directed to transmit a copy of this Resolution, immediately upon adoption and prior to the County's final budget hearing on September 17, 2026, to the Miami-Dade County Mayor, each member of the Board of County Commissioners, the County Office of Management and Budget, the Director of the Department of Environmental Resources Management, the mayors and clerks of all other municipalities within Miami-Dade County, and the Executive Director of the Miami-Dade County League of Cities.

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

PASSED and **ADOPTED** this 14th day of September, 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

John J. Quick
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.G

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	September 14, 2026
SUBMITTED BY:	Alessia Bencomo, 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 PROCUREMENT; APPROVING THE SELECTION OF BEEFREE, LLC. D/B/A FREEBEE TO PROVIDE A RELIABLE FLEET CONSISTING OF TWO (2), SIX (6) PASSENGER VEHICLES AND/OR TWO (2) TWELVE (12) PASSENGER VEHICLES PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-016; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE COMPANY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-THREE THOUSAND THIRTY-TWO DOLLARS AND ZERO CENTS ($233,032.00), PROVIDED THAT SERVICES REMAIN FLEXIBLE AND SUBJECT TO MODIFICATIONS AT A LATER DATE IN THE BEST INTEREST OF THE VILLAGE, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*
SUGGESTED ACTION:	
ATTACHMENTS:	

Reso Memo - VPB - IBus Services
Reso - VPB - IBus Services
Presentation - Freebee IBus.pdf
Exhibit A - Recommendation - ITB# 2026-11-016
Exhibit B - Tabulation and Bid Sheet - ITB# 2026-11-016
Exhibit C - ITB# 2026-11-016 - VPB - IBus Services
Exhibit D - Bid - Beefree

To: Honorable Mayor and Village Council

Date: August 27, 2026

From: Nick Marano, Village Manager

Re: VPB – IBus Services

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF BEEFREE, LLC. D/B/A FREEBEE TO PROVIDE A RELIABLE FLEET CONSISTING OF TWO (2), SIX (6) PASSENGER VEHICLES PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-016; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE COMPANY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-THREE THOUSAND THIRTY-TWO DOLLARS AND ZERO CENTS ($233,032.00), PROVIDED THAT SERVICES REMAIN FLEXIBLE AND SUBJECT TO MODIFICATIONS AT A LATER DATE IN THE BEST INTEREST OF THE VILLAGE, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

BACKGROUND AND ANALYSIS:

The Village is seeking a qualified Company to provide a reliable fleet consisting of two (2), six (6) passenger vehicles to operate the IBus transit service and cover all related labor and training costs, vehicle costs, insurance, fuel, etc., unless specifically stated otherwise. The Village published an ITB# 2026-11-016 for the “VPB – IBus Services” on August 4th, 2026, and received a total of one (1) bid. Beefree, LLC. d/b/a Freebee, was the lowest responsive, qualified, responsible Bidder. The Village reserves the right to modify, expand, reduce, or reallocate any portion of the services at a later date in the best interest of the Village.

FISCAL IMPACT:

CITT Funds – On-Demand Operations in the amount of $233,032.00.

Attachments:

A. Recommendation
B. Tabulation and Bid Sheets
C. ITB# 2026-11-016
D. Bid – Beefree, LLC. d/b/a Freebee

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF BEEFREE, LLC. D/B/A FREEBEE TO PROVIDE A RELIABLE FLEET CONSISTING OF TWO (2), SIX (6) PASSENGER VEHICLES PURSUANT TO INVITATION TO BID (ITB) NO. 2026-11-016; AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO THE COMPANY IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THIRTY-THREE THOUSAND THIRTY-TWO DOLLARS AND ZERO CENTS ($233,032.00), PROVIDED THAT SERVICES REMAIN FLEXIBLE AND SUBJECT TO MODIFICATIONS AT A LATER DATE IN THE BEST INTEREST OF THE VILLAGE, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, the Village of Palmetto Bay ("Village") published ITB# 2026-11-016 ("ITB") for the "VPB – IBus Services" which includes providing a reliable fleet to operate the IBus transit service and cover all related labor and training costs, vehicle costs, insurance, fuel, etc., on August 4, 2026; and

WHEREAS, the Village received a total of one (1) bid on August 20, 2026; and

WHEREAS, Beefree, LLC. d/b/a Freebee ("Company") was the lowest responsive, qualified, responsible Bidder; and

WHEREAS, the Village has the ability to adapt contracted services to meet evolving community needs, and/or shifting budgetary priorities; and

WHEREAS, the Village Council finds that adoption of this Resolution is in the best interest of the Village and its residents.

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

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

Section 2. Selection of Vendor. The selection of the Company pursuant to the ITB for the services is hereby approved.

Section 3. Authorization of Village Officials. The Village Manager and/or his designee and the Village Attorney are authorized to negotiate and execute an agreement with the Company substantially in the form attached to the ITB for completion of the services, not to exceed Two Hundred Thirty-Three Thousand Thirty-Two Dollars and Zero Cents ($233,032.00). The Village reserves the right to modify, expand, reduce, or reallocate any portion of the services at a later date in the best interest of the Village. The Company shall implement such adjustments promptly, ensuring uninterrupted service to the community.

Section 4. Authorization of Fund Expenditures. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Procurement/Purchasing Policies, the Village Manager is hereby authorized to expend budgeted funds for the Project.

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

PASSED and **ADOPTED** this 14th day of September 2026.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____
John J. Quick

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 _____

VPB – IBus Services
Technical Response | ITB No. 2026-11-016

ONE COMMUNITY. ONE TRANSIT NETWORK. ONE ACCOUNTABLE PARTNER.

Freebee will connect Palmetto Bay's scheduled IBus and existing on-demand microtransit service through a unified operating team, a single community-facing mobile application and real-time vehicle information.



A Partnership Built in Palmetto Bay

Freebee has been part of the Village's mobility network since 2019.

JUL 2019

On-Demand Launch

Village-wide electric, door-to-door service

SEP 2019

Park & Ride

Freebee connection to Dadeland South Metrorail

TODAY

Trusted Village Partner

Existing riders, operations, technology & local knowledge

NEXT

One Transit Network

Add IBus under the same accountable operating partner

7+ YEARS OF CONTINUITY • EXISTING RIDER ADOPTION • EXISTING LOCAL OPERATIONS • LOWER TRANSITION RISK

A Seamless Transition — Not a New Start

Freebee already knows the Village, its riders and the operating environment.

Already Embedded in Palmetto Bay

- Existing on-demand operator
- Experience with the Village's Park & Ride connection
- Local operating team, customer support and service monitoring already in place

One Accountable Partner

Bring scheduled IBus and on-demand mobility under one operating structure — simplifying coordination, rider support, performance management and Village oversight.

Built for a Smooth Day One

Freebee will provide the vehicles, W-2 drivers, training, supervision, insurance, maintenance, cleaning, real-time monitoring and ongoing performance reporting.

The opportunity: connect two existing Village mobility services into one coordinated system.

One App. Two Services. One Connected Rider Experience.

No second download. No fragmented rider experience. Real-time information in one place.

PALMETTO BAY

Request Freebee
Book an on-demand ride

Track IBus
See vehicle location in real time

Service Updates
Coordinated alerts & information

ON-DEMAND

Request a door-to-door Freebee ride

IBUS

Track scheduled IBus vehicles live

VILLAGE VIEW

More unified data and rider insight

PLUS: a mobile-friendly web interface for riders who want live IBus tracking without downloading the app.

Right-Sized on Day One. Flexible for What Comes Next.

Start efficiently with electric 6-passenger vehicles — then adapt capacity as ridership evolves.

Volkwagen ID-Buzz



START: 6-PASSENGER ELECTRIC VANS

Freebee's recommended launch configuration

Starcraft Allstar 12



FLEX: UP TO 12-PASSENGER VEHICLES

Augment or expand as demand requires

Capacity follows demand — not the other way around. • Avoid unnecessary cost today • Preserve the ability to scale tomorrow

Protect the People. Preserve the Experience.

A transition plan centered on continuity for riders, the Village and the existing IBus team.

1

Offer Employment to Existing IBus Drivers

Preserve valuable route knowledge and rider relationships while bringing drivers into Freebee's W-2 workforce, training, safety and customer-service structure.

2

One Community. One Transit Network.

One operator. One rider-facing platform. Flexible vehicles. Coordinated service. A partner already invested in Palmetto Bay.

Freebee is not approaching Palmetto Bay as a new vendor — we are expanding a partnership that has been growing since 2019.

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 08/25/2026

ITB#: 2026-11-016	**Item/Service:** VPB – IBus Services

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of one (1) bid received, Beefree, LLC. d/b/a Freebee.

II. Recommendation:

a. Which bid is being recommended? **Beefree, LLC. d/b/a Freebee.**

b. Does the response being recommended for award meet the specifications as per the request and as advertised?
Yes __X__ No ____

c. Is the recommendation the lowest bid received?
Yes __X__ No _____

(attach an additional sheet if further comment or explanation is required)

III. Procurement Action/Recommendation(s):

The Procurement Specialist would like to move forward on the recommendation and be able to include as an agenda item for selection and award on the next Regular Council meeting held September 14th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

8/27/26

Nick Marano, Village Manager

				Beefree, LLC. d/b/a Freebee
Description	**Vehicle Make & Model**	**Vehicle Cost Per Hour**	**Annual Cost Per Vehicle**	**Total Annual Cost for Two (2) Vehicles**
Six (6) Passenger Vehicle (plus Driver)	VW ID Buzz	$ 53.35	$ 116,516.00	$ 233,032.00
Twelve (12) Passenger Vehicle (plus Driver) (with two (2) ADA/Wheelchair Positions)	Starcraft Allstar	$ 69.71	$ 152,255.00	$ 304,510.00

4.02:

BID FORM

The Bid Form is presented to assist the Village in evaluating the bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary.

Six (6) Passenger Vehicle (plus Driver)		
Vehicle Make & Model	Vehicle Cost Per Hour	Annual Cost Per Vehicle
VW ID Buzz	$53.35	116,516
TOTAL ANNUAL COST FOR TWO (2) VEHICLES Annual Cost = $233,032		
Twelve (12) Passenger Vehicle (plus Driver) (with two (2) ADA/Wheelchair Positions)		
Vehicle Make & Model	Vehicle Cost Per Hour	Annual Cost Per Vehicle
Starcraft Allstar	$69.71	$152,255
TOTAL ANNUAL COST FOR TWO (2) VEHICLES $304,510		

Total Bid Amount..... $ ID Buzz - $233,032 or Starcraft - $304,510
Total Bid Amount (in words): ID Buzz - Two Hundred Thirty Three Thousand Thirty Two Dollars
Starcraft - Three Hundred Four Thousand Five Hundred and Ten Dollars
Signature of Official: _____
Name: Jason Spiegel
Title: CEO
Company: Beefree LLC d/b/a Freebee
Date: 8/19/26

The price listed by the Bidder shall include the total cost of the Work including but not limited to materials, equipment, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Invitation to Bid

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

VPB – IBus Services

ITB NO.:

2026-11-016

DUE DATE:

Thursday, August 20th, 2026 on or before 11:00 a.m. EST (Municipal Building)

ISSUED: **Tuesday, August 4th, 2026**

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov

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SECTION 1.0: Advertisement

INVITATION TO BID (ITB)
VPB – IBus Services
No. 2026-11-016

The Village of Palmetto Bay is seeking bids from qualified, licensed automotive dealerships, fleet providers, or leasing companies to provide a reliable fleet consisting of two (2), six (6) passenger vehicles and/or two (2) twelve (12) passenger vehicles. The objective of this solicitation is to secure modern, safe, and efficient passenger transport units that meet all applicable municipal, state, and federal safety standards to support ongoing community and staff transit operations. The Village will **receive sealed bids no later than 11:00 a.m.** on or before **Thursday, August 20th, 2026** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All bids received will be publicly opened and read aloud on said date and time before the Procurement Specialist or designee.

To be considered, all interested Parties must request copies of the bid documents and submit one (1) original and a flash drive containing a copy of the entire original submission in one (1) sealed package clearly marked with the bid titled "**VPB – IBus Services ITB# 2026-11-016**". **THE PACKAGE MUST BE CLEARLY LABELED TO THE ATTENTION OF THE VILLAGE CLERK, INCLUDING THE PACKAGE TITLE.** The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation.

A non-mandatory pre-bid meeting is scheduled for **Tuesday, August 11th, 2026, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The bid documents may be obtained on or after **Tuesday, August 4th, 2026**. The bid document can be obtained by visiting our website www.palmettobay-fl.gov and by clicking Bids & RFP's. If you cannot download the documents please contact Alessia Bencomo, Procurement Division, abencomo@palmettobay-fl.gov.

No bid shall be withdrawn after the opening of the bid without the consent of the Village for a period of sixty (60) days after the scheduled time of opening and reading bids. The Village reserves the right to reject any and all bids or parts thereof, to terminate the process at any time, rebid the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-bids, to award in whole or in part to one or more respondents, or take any other such actions that may be deemed in the best interest of the Village.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

VPB – IBus Services (the "Project")

The Village of Palmetto Bay is currently soliciting bids from qualified, licensed automotive dealerships, fleet providers, or leasing companies to provide a reliable fleet consisting of two (2), six (6) passenger vehicles and/or two (2) twelve (12) passenger vehicles. The objective of this solicitation is to secure modern, safe, and efficient passenger transport units that meet all applicable municipal, state, and federal safety standards to support ongoing community and staff transit operations.

All bids must be on a Guaranteed Maximum Price (GMP) basis per the Bid Form.

What is the I-Bus?

In 2006, the Village launched a much-needed intra-Village bus service in accordance with the requirements of the Citizens' Independent Transportation Trust (CITT) program. Operation of the I-Bus service is paid for with funding from the People's Transportation Plan (PTP) transportation surtax approved by county voters to improve transportation choices in Miami-Dade County.

"IBus" is a play on words to reflect the many beautiful ibis that frequent Village parks and neighborhoods. The blue and white buses feature an impressive drawing of this native bird.

I-Bus Amenities

All Village buses are air conditioned, wheelchair accessible and bike rack equipped and the bus ride is free.

The buses follow the route schedule as close as possible. However, unforeseen traffic conditions may cause the IBus to arrive slightly early or late at times. As with any mode of transportation, please allow ample time for traveling.

Existing Local Bus Service (IBus)

IBus Circulator Bus Schedule



Two (2) circulator buses are available to transport passengers to and from the Dadeland South Metrorail Station during the morning and afternoon peak hours commute.

The buses run from the St. Richards- Holy Rosary Catholic Church designated park and ride area to the metrorail station.

Please note that there is no service on weekends or observed Village holidays.

Route Schedule

MORNING SCHEDULE

(departing from St. Richards- Holy Rosary Catholic Church- Park-N-Ride)

Monday to Friday, except Village holidays:

- 6:00 a.m.
- 6:20 a.m.
- 6:40 a.m.
- 7:00 a.m.
- 7:30 a.m.
- 7:50 a.m.
- 8:25 a.m.
- 8:45 a.m.

AFTERNOON SCHEDULE

(departing from Dadeland South Metrorail Station)

Monday to Friday, except Village holidays:

- 4:00 p.m.
- 4:30 p.m.
- 5:00 p.m.
- 5:30 p.m.
- 6:00 p.m.

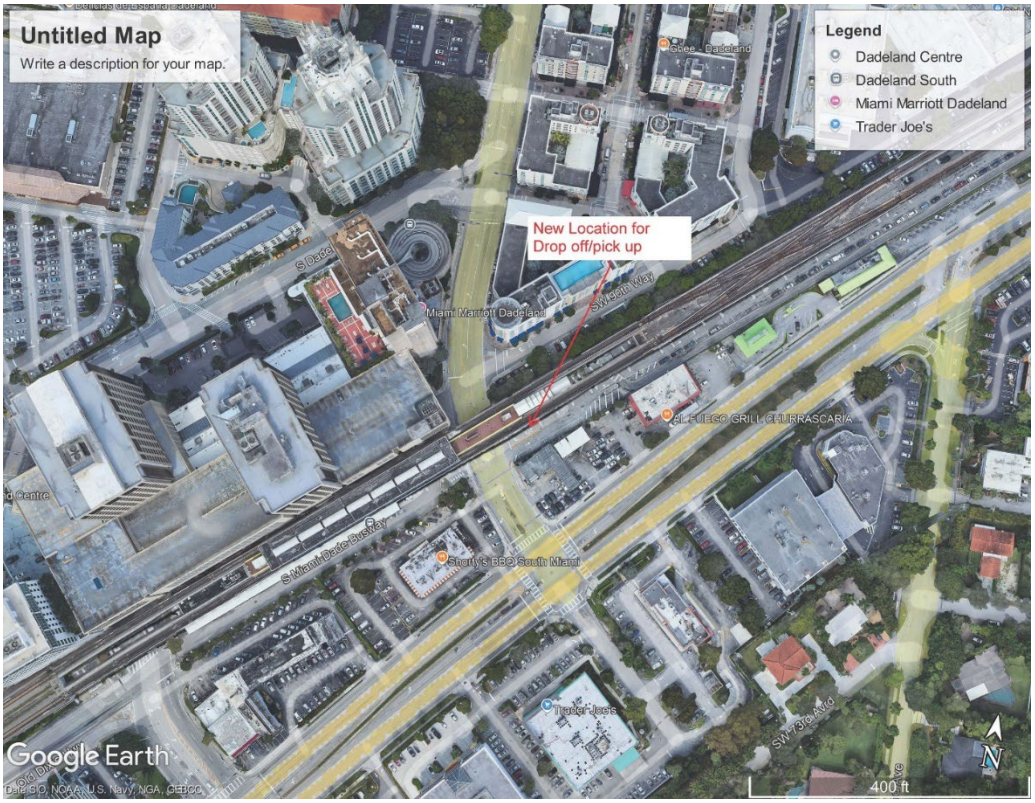
Park & Ride Location

- St. Richard's Holy Rosary Catholic Church, 7500 SW 152nd Street, Palmetto Bay, FL 33157

Map & Directions

Dadeland Station Drop-off & Pick-Up Location for I-Bus

Due to construction at the Dadeland South Metrorail Terminal, the I-Bus may no longer enter the station area. Instead, drop-offs and pickups will take place at the location shown on the map below (click the map for larger view):



SECTION 3.0: Terms and Conditions for Receipt of Bids

3.01 Requirement to Meet All Provisions

Each Company submitting a bid shall meet the terms and conditions of the ITB specifications package to the satisfaction of the Village. By virtue of the bid submittal, the Bidder acknowledges and agrees with and accepts all provisions of the ITB specifications. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract, NSPE-ACEC Document 1910-8, CSI 56465 (1996 Edition) have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, responsive, qualified, responsible Bidder to whom the Village, on the basis of Owner's evaluation as hereinafter provided, makes an award and whose bid the Village determines is in the best interests of the Village.

3.02 Errors and Omissions in ITB

Bidders are responsible for reviewing all portions of this ITB, including all terms of the ITB and requirements of the Village's Procurement Code. Complete sets of Bidding Documents shall be used in preparing Bids; neither the Village nor the Engineer assumes any responsibility for errors or omissions resulting from the Bidder's review of the Bidding Documents. Bidders are to promptly notify the Village's Procurement Specialist, in writing, if the Bidder discovers any ambiguity, discrepancy, omission, or error in the ITB or required forms. Any such notification should be directed in writing promptly after discovery, but in no event later than six (6) calendar days prior to the date for receipt of bids. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding ITB

Inquiries regarding the ITB, including requests for clarification of the ITB, must be in writing. With respect to questions about the meaning or intent of the Project Specifications or Drawings, all questions shall be submitted in writing to the Village within seventy-two (72) hours after the receipt of the Project Specifications or Drawings. Failure to submit written questions regarding the Project Specifications or Drawings must be made within seventy-two (72) hours of receipt of the Project Specifications or Drawings shall constitute a waiver of all claims associated therewith.

All inquiries shall only be directed to:

Alessia Bencomo
Procurement Specialist
Finance Department
9705 E. Hibiscus Street
Palmetto Bay, FL 33157
Email: abencomo@palmettobay-fl.gov

Oral information is not binding, or the Bidder shall be deemed to have waived all claims regarding the Project. Only questions answered by written addenda will be binding, as set forth in 3.04 below, and may supersede terms in this solicitation. Replies will be issued by Addenda mailed or delivered to all Parties recorded by the Village as having received the bidding documents.
Inquiries must be received by Monday, August 17th, 2026, no later than 3:00 p.m. The Addendum will be posted by Monday, August 17th, 2026, no later than 5:00 p.m. on DemandStar.

3.04 Addenda to ITB

The Village may modify or clarify the ITB, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each Company having received a copy of the ITB for bidding purposes. The Village will make reasonable efforts to notify bidders in a timely manner of modifications to the ITB. Notwithstanding this provision, bidders shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Village prior to the submittal due date regardless of when the bid is submitted. Each bidder should acknowledge receipt of any addenda by so indicating in their bid submission. Each bidder acknowledges receipt of any addenda and is responsible for the contents of the addenda and any changes made to the bid. Failure to acknowledge any addenda may cause the bid to be rejected.

3.05 Bid Withdrawal and Opening

A Bidder may withdraw its bid, without prejudice prior to the time specified for the bid opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No bid can be withdrawn within the ninety (90) day period which occurs after the time is set for the bid closing. A bidder who withdraws its bid prior to the ninety (90) day period may still submit another bid if done in accordance within the proper time frame. If the bidder chooses to withdraw their bid after the bidder has been granted the award, there will be fees and costs owing to the Village that will be incurred as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All bids will be opened and declared publicly. A bidder and/or its representative are invited to be present at the opening of the bid.

3.06 Revision of Bids

At any time during the submittal evaluation process, the Village may require a bidder to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this ITB does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, bid, or bid procedure;
- Reject any or all submittals;
- Reissue an ITB;
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures, including deadlines for accepting responses, services to be provided under this ITB, or the requirements for contents or format of the submittals;
- Bids received after the deadline will not be considered.
- Any late withdrawal from a bidder that was granted award but declined, the Village has the right to award to the second highest bidder.

3.08 No Waiver

No waiver by the Village of any provision of this ITB shall be implied from any failure by the Village to recognize or act on account of any failure by a bidder to observe any provision of this ITB.

3.09 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until a written award recommendation has been forwarded by the Village Manager to the Village Council, are under the "Cone of Silence." The Cone of Silence ordinance is available at https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI. Any communication regarding this bid shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential bidder and the Procurement Specialist regarding this bid is exempt from the Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.10 Submittal and/or Presentation Costs

The Village assumes no responsibility or liability for costs incurred by the bidder prior to the execution of a contract, including but not limited to costs incurred as a result of preparing a response to this ITB.

Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions and all instructions and failure to do so will be at the bidders own risk.

3.11 Certification

The bidder must sign all the required forms included under Section 8.0:

1. Drug-Free Workplace Certification
2. Sub-contractor List
3. Governmental References
4. Acknowledgment, Warranty, and Acceptance
5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Conformance with OSHA Standards
10. Anti-Kickback Affidavit
11. Statement of Past Contract Disqualifications
12. E-Verify Affidavit
13. Foreign Country of Concern Attestation
14. Affidavit Attesting to Noncoercive Conduct for Labor or Services
15. Immigration Affidavit Certification

3.12 Public Records

Florida law provides that municipal records should be open for inspection by any person under Chapter 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection in accordance with Florida law.

3.13 Retention of Responses

The Village reserves the right to retain all Responses submitted.

3.14 Insurance

1. Upon Village's notification of award, the bidder shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below; **and name the Village as an additional insured.**

- Comprehensive General Liability - $1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - $1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will mail a thirty (30) day written advance notice to the certificate holder.

In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) day written advance notice to the Village subject to the Village's approval.

Compliance with the foregoing requirements shall not relieve the bidder of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the bidder shall be notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the bidder fails to submit the required insurance documents in the manner prescribed in the Contract within five (5) calendar days after Village notification to comply, the bidder shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The bidder shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner

prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Contract.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Public Services Department, 9495 SW 180th Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each bidder shall submit a statement regarding any past government disqualifications on the form provided in the ITB package.

3.17 Submittal of One Bid Only

No individual or business entity shall be allowed to make more than one bid, or to be interested in more than one bid.

3.18 Exceptions to Specifications

Exceptions to these specifications shall be listed and explained on a separate page titled "Exceptions to Specifications". This page shall then be attached and submitted at the same time as the bid. Each exception must refer to the page number and paragraph to which it is relevant. The nature and reasoning of each exception, including what, if any, alternative is being offered, shall be explained in its entirety. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. Where exceptions and alternatives are rejected, the Village shall require the bidder to comply with the particular term and/or condition of the bid to which the bidder took exception. Failure to comply may be cause for rejection of the bid.

3.19 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village.

3.20 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village shall become the property of the Village.

3.21 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Contract. Time is of the essence regarding all terms and conditions in the Contract.

3.22 Liquidated Damages

The bidder and the Village recognize that time is of the essence of this Contract and that the Village will suffer financial loss and other damages if the Work is not substantially or finally complete within the time specified in the Contract. The bidder also recognize the expense and difficulties involved in a legal or arbitration proceeding. The bidder acknowledges and agrees that the actual damages

which the Village will suffer in the event of delay in achieving Substantial Completion or Final Completion of the Work are difficult, if not impossible, to determine and that the liquidated damages described are a fair and reasonable estimate of the delay damages which the Village is expected to suffer in the event of such delay. Accordingly, as actual damages cannot be ascertained, the bidder and the Village agree that as liquidated damages for delay, but not as a penalty, the bidder shall pay the Village the amount of One Thousand and 00/100 Dollars ($1,000.00) for each day after the time specified in the Documents for Substantial Completion until the Work is substantially complete.

Liquidated damages shall be deducted from the bidder's applications for payment. However, if at the time of the bidder's final application for payment, the bidder is owed insufficient amounts to fully cover the deduction for liquidated damages, then the bidder shall pay the amount due within ten (10) days of written demand by the Village.

3.23 Litigation

Bidders shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered in which the bidder, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.24 Subcontractors

If the bidder intends on Subcontracting out all or any portion of the of the Project, the name of the proposed Subcontracting companies must be clearly disclosed in the bid. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village.

In order that the Village may be assured that only qualified and competent Subcontractors will be employed on the Project, each Bidder shall submit with the Bid a list of the Subcontractors who will perform the work for each division of the Project Specifications as indicated on the "List of Subcontractors" form contained within the Bid Form. The Bidder shall have determined to its own complete satisfaction that a listed Subcontractor has been successfully engaged in its particular type of business for a reasonable length of time, has successfully completed installations comparable to that which is required by the Contract Documents and is qualified both technically and financially to perform that pertinent phase of the Work for which it is listed. Only one Subcontractor shall be listed for each division of the Work. The "List of Subcontractors" shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification, with all applicable licenses, registration or certification numbers noted on the Bid Form opposite its name for each such Subcontractor, person, and organization. No change shall be made to the "List of Subcontractors" after submission of the Bid, unless agreed to in writing by the Village. The Village may make a determination regarding the responsibility and qualifications of each Subcontractor. To demonstrate qualifications to perform the Work, each Subcontractor must be prepared to submit, within five (5) days of Village's request, written evidence of the types set forth in the Request for Letter of Interest, such as financial data, previous experience, licensing, certification, and evidence of authority to conduct business in the Village. If the Village after due investigation has reasonable objection to any proposed Subcontractor the Village before giving the Notice of Intent to Award, shall request the apparent successful bidder to submit an acceptable

substitute without an increase in the Bid Price. If the apparent successful bidder declines to make any such substitution, the Contract shall not be awarded to such bidder and the Bid Guaranty of that bidder shall be forfeited. Any Subcontractor so listed and to whom the Village does not make written objection prior to the giving of the Notice of Intent to Award will be deemed acceptable. Failure to provide the "List of Subcontractors" shall result in the bid being deemed non-responsive.

If the Contract Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful bidder, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such bidder proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.25 Indemnification

The bidder shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the bidder or its employees, agents, servants, partners, principals or subcontractors. The bidder shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees at both trial and appellate levels which may issue as a result of the bidder's negligence. The bidder expressly understands and agrees that any insurance required by this Contract or otherwise provided by the bidder shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

3.26 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this ITB shall be new and be the latest model, of the best quality, and of the highest-grade workmanship. The Proposer, in addition to any warranties provided by the manufacturer of the materials, shall provide warranties of **MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

3.27 Protests, Appeals and Disputes

The procedures and requirements for bid protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on www.municode.com: https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.28 Force Majeure

The performance of any act by the Parties may be delayed or suspended at any time while, but only so long as either Party is hindered in or prevented from performance by acts of God, the elements,

war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due for such period of time. If the condition of force majeure exceeds a period of fourteen (14) days the Village may, at its option and discretion, cancel or renegotiate the Contract.

3.29 Work Delays

Should the work be obstructed or delayed required to be done by approved changes in the work or by any default, act, or omission of the Village, or by strikes, fire, earthquake, hurricane, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to local, State or federal government restrictions, then the time of completion may, at the Village's sole option, be extended for such periods as may be agreed upon by the Parties. In the event that there is insufficient time to grant such extensions prior to the completion date of the Contract, the Village Manager may, at the time of acceptance of the work, waive liquidated damages that may have accrued for failure to complete on time, due to any of the above.

SECTION 4.0: Scope of Services

4.01 Scope of Work

SECTION 4.0: Scopes of Services

The undersigned, as Bidder, hereby declares that the only persons, company, or parties interested in the Bid or the Contract to be entered into, as principals, are named herein; and that this Bid is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder has carefully and to full satisfaction examined any and all information the Bidder deems necessary to submit this bid, including but not limited to, all related attachments and has read all addenda issued prior to the opening of bids.

It is proposed that the Project shall be constructed for the Total GMP based on the Contract Unit Prices in this Bid, all in accordance with the requirements and provisions of the Agreement Documents. The Village at its sole discretion shall award this Agreement based on the GMP.

Proposed Vendor Operated Service Request

Requesting Company Service Pricing for Two (2) Different Options:

1. Six (6) Passenger Vehicle (plus Driver) (Volkswagen ID. Buzz/Or VPB acceptable Comparable Vehicle)
2. Twelve (12) Passenger with two (2) ADA/Wheelchair Positions (plus Driver) Twenty-Two (22) foot Starcraft Allstar shuttle/Or VPB acceptable Comparable Vehicle).

Assumptions:

1. Company will hire drivers and operate transit service (as described above for the existing IBus Service) and cover all related labor and training costs, vehicle costs, insurance, fuel, etc., unless specifically stated otherwise.
2. Overnight Parking will be provided at the Village's Public Services Department.
3. For electric vehicles, Village will provide electric charging at the Village's Public Services Department.

4.02:

BID FORM

The Bid Form is presented to assist the Village in evaluating the bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary.

Six (6) Passenger Vehicle (plus Driver)		
Vehicle Make & Model	Vehicle Cost Per Hour	Annual Cost Per Vehicle
TOTAL ANNUAL COST FOR TWO (2) VEHICLES		
Twelve (12) Passenger Vehicle (plus Driver) (with two (2) ADA/Wheelchair Positions)		
Vehicle Make & Model	Vehicle Cost Per Hour	Annual Cost Per Vehicle
TOTAL ANNUAL COST FOR TWO (2) VEHICLES		

Total Bid Amount..... $_____
Total Bid Amount (in words): _____

_____
Signature of Official: _____
Name: _____
Title: _____
Company: _____
Date: _____

The price listed by the Bidder shall include the total cost of the Work including but not limited to materials, equipment, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

Section 5.0: Bid Submission Requirements

BID SUBMITTAL CHECKLIST

In order to be responsive, the bidder must submit the following items:

A. **One (1) sealed envelope which includes:** One (1) original and a flash drive of your submittal no later than 11:00 a.m. EST August 20th, 2026.

Please be sure that if the package is mailed through FedEx, UPS, USPS, etc., that the package is addressed/labeled to the below department and address. The bid inside the package should also be addressed/labeled to the below department and address.

Village of Palmetto Bay
Village Clerk's Office
9705 E. Hibiscus Street
Palmetto Bay, FL, 33157

B. **Signed and completed forms from *Section 8*:**

Introduction letter with contact information
Years in Business
Lead team Information
Bid Forms
Section 8 (Required Bid Submittal Forms)
Addendum Acknowledgement

C. **Bidders are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the bid submission.** A Bidder's failure to include a signed formal Addendum in its bid submission may deem its bid non-responsive.

SECTION 6.0: Evaluation and Selection Criteria

Evaluation Criteria

EVALUATION OF BIDS/BIDDERS

The Village reserves the right to accept any bid, any part, or parts thereof, or to reject any and all bids. The Village reserves the right to waive minor informalities or irregularities in the bids received, to accept any bid deemed advantageous to the Village, or to reject any and all bids submitted. Conditional bids, or those which take exception to the ITB documents without prior written approval from the Village, may be considered non-responsive and may be rejected.

Award of the Contract is subject to Village Council approval. Other aspects of approval are experience, capability, necessary facilities, and financial resources to complete the Contract in a satisfactory manner within the required time.

The Village has the right during the evaluation to contact bidders for additional essential information to complete their examination.

SECTION 7.0: Schedule of Events

The anticipated schedule for selection of Company is shown below:

Bid Phase	Date	Location	Time (If Applicable)
ITB is advertised and issued by Village	Tuesday, August 4th, 2026	Posted on the Miami's Community Newspaper and Village Websites	
Non-Mandatory Pre-Bid Meeting	Tuesday, August 11th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Monday, August 17th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Monday, August 17th, 2026	Posted on DemandStar	5:00 p.m.
Bid Submission Date	Thursday, August 20th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:00 a.m.

7.01 Contract Award

A. Competency and Responsibility of Company
The Village reserves full discretion to determine the competence and financial status, of the bidder. The bidder will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

B. Contract Requirement
The bidder to whom award is made shall execute a written Agreement with the Village after notice of award. The Agreement shall be made in the form adopted by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements
The bidder shall provide proof of insurance in the form, coverages and amounts specified in 3.14 of these specifications within ten (10) calendar days after notice of Agreement award as a precondition to Agreement execution.

D. Business License & Tax
The bidder must have a valid Florida issued business license and tax certificate before execution of the Agreement.

E. Failure to Accept Contract

The following will occur if the bidder to whom the award is made fails to enter into the Agreement: the award will be annulled; any bid security will be forfeited in accordance with the special terms and conditions if a bidder's bond or security is required; and an award may be made to the next highest ranked bidder with a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

F. Commencement

The Agreement term commences after the Agreement has been fully executed and the completion date is determined after all the scope of the project and the Bid Form have been completed.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – IBus Services
Invitation to Bid No. 2026-11-016

Name of Company: _____

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: _____

_____

_____

Initial Value of Contract: _____ Final Value of Contract: _____

Length of Contract: _____

Would you enter into a contract with the Company in the future? _____Yes _____ No

Were the services provided acceptable and of quality standards: _____Yes _____ No

Was the Company responsive to your requests and resourceful with the task? _____Yes _____ No

Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?

_____ Yes _____ No

If you responded no to any of the above please provide details:

_____

_____

_____

Comments:

_____

_____

_____

_____

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,
Alessia Bencomo, Procurement Specialist

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Village conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

.

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

_____ being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: _____ _____, the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is: _____

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _____

(print individual's name and title)

for: _____

(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions, and as any may be amended.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, _____ being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

_____

Federal Employer Identification Number

_____

Name of Entity, Individual, Partners or Corporation

_____

Doing Business As (If same as above, leave blank)

_____

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

   Full Legal Name Address Ownership

   _____ %

   _____ %

   _____ %

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

   _____

   _____

   _____

   _____

   _____

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____ Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-11-016, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____

_____

(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____

NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF_____)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

_____
_____
_____
_____
_____

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Company: _____

Date: _____

E-VERIFY AFFIDAVIT

STATE OF _____

COUNTY OF _____

I,_____(the individual attesting below), being duly authorized byand on behalf of_____(hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This_____day of_____, 20___.

_____
Signature of Affiant

Print or Type Name: _____

State of Florida)
) ss.:
County of _____)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this __ day of _____, 202__, by _____. He/She was _____ personally known, _____ or produced _____ as a form of identification.

Signed and sworn to (or affirmed) before me,

this the___day of_____, 20____.

My Commission Expires: _____

_____

Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____ Date: _____

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: _____("**Company**")

Vendor FEIN: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email Address: _____

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: _____

Title: _____

Signature: _____

Date: _____

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: _____

Signature: _____ Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me **by means of ____ physical presence or ___ online notarization**, this ___ day of _____, 202__, by _____. He/She was ____ personally known, ____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[redacted]

Employer identification number
–

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

SECTION 9.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **VPB – IBus Services**
ITB No. 2026-11-016 in accordance with Contract Documents as prepared by the Village
_____:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Bid of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

Two (2) sets of the Contract Documents for this Project are attached. Each set contains an unexecuted Contact. Please execute all copies of the Contract and attach your insurance certificate (COI) as Palmetto Bay being the holder and return to our office within ten (10) consecutive days for final execution by the Owner.

Sincerely yours,

Alessia Bencomo
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **VPB – IBus Services**
ITB No. 2026-11-016 in accordance with Contract Documents as prepared by the Village

_____:

One executed copy of your Contract for the above Project has been forwarded to you through the Finance Department. The Commencement date is _____, 20___. Completion date shall be _____, 20__.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely yours,

Alessia Bencomo
Procurement Specialist

SECTION 10.0: Exhibits

Draft Contract for: VPB – IBus Services

MASTER AGREEMENT FOR THE _____

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 _____(the "Company"), a _____ corporation, located at _____ and whose Federal Employer Identification Number is _____ (the "Parties").

WHEREAS, the Village desires to employ the Company to provide _____; and

WHEREAS, the Village has solicited for these services via an advertised invitation to bid (" _____") from the Company submitted a proposal thereto; and

WHEREAS, the Company has considerable _____; and

WHEREAS, the Company and the Village have agreed to enter into an agreement and 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, the Village and the Company hereby 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 three (3) year term, commencing upon the Effective Date and remaining in force and effect thereafter, unless sooner otherwise terminated as provided herein.

1.3 This Agreement may be extended for up to two (2) additional one (1) year terms at the option of the Village Manager.

2.0 Services to Be Performed by Consultant

2.1 The Village retains the Company to furnish those services and to perform those tasks (collectively, the "Services") further described in (i) the Village's _____, to include all attachments and addenda, and (ii) the Company's responsive proposal thereto

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(collectively, (i) and (ii) are "_____"), both of which are incorporated into this Agreement by this reference, attached as composite Exhibit "A" and made a part of this Agreement.

Exhibit "A": _____

2.2 When the Village requires the Company to perform Services, the Village, by the Division Director, will issue a Work Authorization to the Company stating the specific scope of services and all provisions of this Agreement shall apply to the Work Authorization with full force and effect as if appearing in full within each Work Authorization. Each Work Authorization will also state the following information: (1) specific scope of services, (2) work schedule, and (3) anticipated start and completion dates. Each Work Authorization shall become effective upon due execution and issuance of a purchase order.

2.3 The Company is not authorized to undertake any work without a duly executed Work Authorization and corresponding purchase order, which shall specify the services to be performed and the time to be completed.

2.4 Non-Exclusive Provider. The Company recognizes and acknowledges that the Village may employ several different consultants to perform the same or similar Services for the Village and that the Company has not been employed as the exclusive agent to perform any such Services.

2.5 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

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3.1.1 In consideration for its providing the Services, the Company shall pay the Village in accordance with the Price Proposal set forth in Exhibit "B" which is attached and made a part of this Agreement.

3.1.2 The Company shall attach all appropriate cost substantiations to the invoice and shall deliver the invoices to:

Village of Palmetto Bay

9705 E. Hibiscus Street

Palmetto Bay, FL 33157

3.1.3 The Company will clearly state "Final Invoice" on the Company's final/last billing for the Services rendered to the Village. The Company's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the Village. This account will be closed upon the Village's receipt of a Final Invoice. The Company waives any charges not properly included on its Final Invoice.

3.1.4 The Village's payment of the Final Invoice shall not constitute evidence of the Village's acceptance of the Company's performance of the Service or the Village's acceptance of any work.

3.1.5 By submitting an invoice, the Company's project manager or designated payroll officer is attesting to the correctness and accuracy of all charges.

3.2 Disputed Invoices

3.2.1 In the event that all or a portion of an invoice submitted to the Village for payment to the Company is disputed, the Village shall notify the Company within fifteen (15) working days of receipt of the invoice of the objection, modification or additional documentation request. The Company 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 Company. The Village, at its sole discretion, may pay to the Company the undisputed portion of the invoice. The Parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

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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 **Termination for Convenience.** The Village may terminate this Agreement, in whole or in part, at any time, for the Village's convenience by delivering written notice to the Company. 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 **Termination with Cause.** Without waiving the right to terminate for convenience, this Contract may be terminated by either party for cause, upon ten (10) days written notice by the Village to the Company in which event the Company shall be paid its compensation for services performed to termination date. In the event that the Company abandons this Contract or causes it to be terminated, for reasons other than the Villages breach of this Contract, the

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Company shall indemnify the Village against any loss pertaining to this termination up to a maximum of the full Contract Price. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by Company shall become the property of Village and shall be delivered by Company to Village. However, termination of the Contract will not relieve the Company of any deliverables and work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract. The Village shall not be liable for any damages for lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damage.

6.3 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.

6.4 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 No Contingent Fees

The Company warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Company to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Company, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. 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 such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Company shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances.

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9.0 Professional Associates and Subconsultants

If the Company requires the assistance of any professional associates or subconsultants 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 subconsultant may perform any work for the Village. If after obtaining the Village's approval the Company utilizes any professional associates or subconsultants 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 subconsultants. The failure of a professional associate or subconsultants 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 shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Company or its employees, agents, servants, partners, principals or subcontractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, and shall pay all costs, judgments, and attorney's fees which may issue as a result of the Company's negligence, at both trial and appellate levels. The Company expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents, and instrumentalities. One Percent (1%) of the Agreement amount shall represent the consideration to be provided for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village under Section 768.28, Florida Statutes.

11.0 Insurance Requirements

The Company shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and

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amounts of coverage not less than those set forth below. The Company shall provide the Village original Certificates of Insurance satisfactory to the Village to evidence such coverage before any work commences. The Village shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Village. The commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. All insurance coverage shall be written with a company having an A.M. Best rating of at least the "A" category and size category of VIII. The Company's self-insured retention or deductible per line of coverage shall not exceed $25,000 without the permission of the Village. In the event of any failure by the Company to comply with the provisions of this Section 11.0, the Village may, at its option, upon notice to the Company suspend Company's performance of the Services for cause until there is full compliance. Alternatively, the Village may purchase such insurance at the Company's expense, provided that the Village shall have no obligation to do so and if the Village shall do so, the Company shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverage.

Comprehensive Automobile Liability Insurance. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

Commercial General Liability. $1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations:

> Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

Independent Contractors:

> Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed)

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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.

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.

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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 contract, 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;

(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:**

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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 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:

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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 Annual Appropriations

Company acknowledges that during any fiscal year the Village shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Village may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Village may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the Village agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Village's performance and obligation to pay the Company under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 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.

25.0 Company Representations

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

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25.1.1 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.

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

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

25.1.4 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.

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

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

25.1.7 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.

25.1.8 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.

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

26.0 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

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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.

27.0 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 CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

28.0 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.

29.0 Attorneys' Fees and Costs

Each Party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 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

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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.

31.0 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, sub-Consultants, sub-Consultants, 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:

Name:

Name:

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32.0 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.

33.0 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 subconsultant thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Company or subconsultant. 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 subconsultants to provide an affidavit attesting that the subconsultant 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 subconsultant 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

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Company, the Company may not be awarded a public contract with the Village for a period of 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.

34.0 Noncoercive Conduct For Labor

The Company has complied with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of the Company execute an Affidavit, which attests, under penalty of perjury, that it does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

35.0 Scrutinized Companies

The Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Company or its subcontractors are found to have submitted a false certification; or if the Company, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

36.0 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 is injured or 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.

37.0 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.

38.0 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.

39.0 Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, *et seq.*, which is incorporated by reference as if fully set forth.

40.0 Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the Parties.

41.0 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Agreement, nor the intent of any of its provisions.

42.0 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. It is the Parties' further intention that this Agreement shall be construed liberally to achieve its intent.

43.0 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

44.0 Warranty

The Company shall provide the Village will all applicable EXPRESS and IMPLIED warranties received by the manufacturer and/or the supplier of the materials the Company uses to carry out the Agreement. The Company specifically agrees that the warranties of MERCHANTIBILITY AND FITNESS FOR PARTICULAR PURPOSES SHALL BE APPLICABLE to work and the materials supplied.

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45.0 Prohibition on Diversity Equity and Inclusion (DEI)

Commencing January 1st, 2027, the Company certifies that it does not and will not use Village funds to require its employees, contractors, subcontractors, consultants, subconsultants, volunteers, vendors, or agents to ascribe to, study, or be instructed using materials relating to diversity, equity, and inclusion as defined in Sections 125.595(1) and 166.04971(1), Florida Statutes. By entering into this Agreement, the Company acknowledges that it has read Section 287.139, Florida Statutes, complies with the requirements therein, and certifies that it shall remain in compliance with this certification throughout the term of this Agreement. If the Company fails to comply with any of the requirements of Section 287.139, Florida Statutes, during the term of this Agreement, the Village may immediately terminate this Agreement for cause.

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

ATTEST:

By: _____
Village Clerk

By: _____
Village Manager

Date Signed By Village_____

Reviewed as to form and legal sufficiency for the sole use and benefit of the Village:

_____
Village Attorney Date

ATTEST:

By: _____

_____
PRINT NAME

_____
TITLE

Company Name:

By: _____

_____
PRINT NAME

_____
TITLE

Date: _____

SEAL

FREEBEE

VPB – IBus Services

Technical Response | ITB No. 2026-11-016

SUBMITTED TO
Village of Palmetto Bay

SUBMITTED BY
Beefree, LLC d/b/a Freebee

SOLICITATION
VPB – IBus Services

DUE DATE
August 20, 2026 at 11:00 a.m. ET

ONE COMMUNITY. ONE TRANSIT NETWORK. ONE ACCOUNTABLE PARTNER.

Freebee will connect Palmetto Bay's scheduled IBus and existing on-demand microtransit service through a unified operating team, a single community-facing mobile application and real-time vehicle information.

Letter of Introduction

Village of Palmetto Bay
Village Clerk's Office
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

Re: VPB – IBus Services, ITB No. 2026-11-016

Dear Village Selection Team:

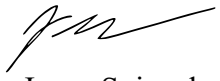
Beefree, LLC d/b/a Freebee is pleased to submit this response to operate the Village of Palmetto Bay's IBus service. As the Village's existing on-demand microtransit partner, Freebee already understands the community, serves its residents and operates the technology platform riders use to access local transportation. Expanding that partnership to include the IBus will allow the Village to bring its services together under one accountable operator and create a simpler, more connected rider experience.

Based on our understanding of current IBus ridership and operating needs, Freebee recommends operating the service with two Volkswagen ID. Buzz vehicles. This modern, fully electric fleet provides a comfortable, quiet and highly visible community transit experience while avoiding the unnecessary cost and capacity of larger shuttle buses. However, we recognize that vehicle selection is an important long-term decision. Freebee will work hand in hand with the Village throughout the evaluation and award process, and following award during final service planning, to confirm that the selected vehicle is the best fit for the Village's ridership, accessibility, operational and financial priorities.

Under Freebee's approach, residents will be able to use the existing Palmetto Bay Freebee mobile application to request on-demand rides and track IBus vehicles in real time. Freebee will also provide a web-based tracking interface for riders who prefer not to use the app. Riders requiring an accessible vehicle will continue to be served through Freebee's existing ADA-capable on-demand fleet during IBus service hours under an operating protocol coordinated with the Village to ensure equitable, reliable and compliant access.

Freebee accepts responsibility for the complete turnkey operation, including vehicles, W-2 drivers, training, supervision, insurance, maintenance, cleaning, service monitoring and ongoing performance management. We appreciate the opportunity to deepen our partnership with the Village and deliver one coordinated transit network for Palmetto Bay.

Sincerely,



Jason Spiegel
Co-Founder and Chief Executive Officer
Beefree, LLC d/b/a Freebee

Integrated Service Approach

Freebee's proposal is designed around a straightforward objective: make Palmetto Bay's transportation network easier for residents to understand, easier for the Village to manage and more accountable in daily operation. Instead of maintaining separate operators, technologies and customer experiences, the Village can place its scheduled IBus and on-demand microtransit services under one proven local partner.

- One accountable operating partner for the Village's fixed-route and on-demand services.
- One existing mobile application for on-demand trip requests and real-time IBus tracking.
- One web-based tracking interface for riders who do not use the mobile application.
- One coordinated operations and customer-service structure for service monitoring, rider support and issue resolution.
- One source of operating data to help the Village understand usage and continuously improve mobility across the community.

Recommended Fleet

Freebee recommends two Volkswagen ID. Buzz vehicles for the IBus service. Based on the service's current ridership and commuter schedule, the six-passenger configuration provides sufficient practical capacity while avoiding the higher acquisition, fuel, maintenance and operating costs associated with a 12-passenger shuttle.

- Two modern, fully electric Volkswagen ID. Buzz vehicles.
- Passenger capacity aligned with the Village's requested six-passenger alternative.
- Quiet, comfortable and air-conditioned passenger environment.
- Distinctive vehicle design that can carry the Village's established IBus identity.
- Overnight parking and charging at the Village's Public Services Department, as contemplated by the ITB.

While the ID. Buzz represents Freebee's current recommendation, our priority is ensuring that the Village ultimately receives the vehicle best suited to its community and operating requirements. Freebee will work hand in hand with Village staff during the evaluation and award process, and following award during final implementation planning, to review ridership, capacity, accessibility, cost, charging and service considerations before confirming the final vehicle selection. This collaborative approach will also allow Freebee and the Village to reassess the fleet over time as ridership patterns and community needs evolve.

Turnkey Operations

Freebee will assume responsibility for the complete daily operation of the IBus service in accordance with the Village's established schedule. The turnkey hourly rate provided on the Village's Bid Form will encompass the resources required to operate the service, except for the Village-provided parking and electric charging identified in the ITB.

- Recruitment and employment of trained W-2 driver ambassadors.

- Driver screening, required background checks, drug testing, defensive-driving instruction and customer-service training.
- Vehicle procurement, registration, insurance, preventive maintenance, repairs and cleaning.
- Daily pre-trip and post-trip inspections and documented safety oversight.
- Real-time operational monitoring through Freebee's centralized workforce team.
- Responsive rider support and direct escalation of service issues.
- Ongoing coordination with Village staff and performance reporting.

Technology and Rider Experience

Because Freebee already operates Palmetto Bay's on-demand service, the core rider platform and community adoption are already in place. Freebee will extend that existing experience to the IBus rather than asking residents to download and learn another application.

- Display IBus vehicles and real-time locations within the existing Palmetto Bay Freebee application.
- Allow residents to move easily between on-demand trip booking and scheduled-service information.
- Provide a mobile-friendly web interface for live IBus vehicle tracking without an app download.
- Provide service alerts and rider communications through coordinated digital channels.
- Give the Village a more unified view of how residents use both scheduled and on-demand transportation.

This creates a connected transit system that feels like one Village service, even though residents can choose the travel option that best fits each trip.

Qualifications and Local Experience

Founded in 2012, Freebee specializes in turnkey municipal transportation and operates electric mobility programs across Florida and in communities throughout the United States. Freebee's services combine vehicles, professional drivers, technology, safety, customer support, fleet management and local program leadership under one operating model.

Freebee's most relevant qualification is its existing partnership with the Village of Palmetto Bay. Freebee is already serving Village residents, supporting local mobility needs and maintaining the technology through which the community accesses on-demand transportation. That operating presence substantially reduces transition risk and gives the Village a partner that is already invested in the success of Palmetto Bay's broader transportation network.

Lead Team

Team Member	Role	Responsibility
Jason Spiegel	Co-Founder and Chief Executive Officer	Executive accountability and Village partnership
Kris Kimball	Co-Founder and Chief Operating Officer	Operating performance, staffing and fleet oversight
Sam Calderon	Technology Leadership	Application integration, live vehicle tracking and reporting

Miguel Mirandes	Customer Experience Manager	Rider support, service recovery and issue resolution
Justin Latakas	Dedicated Local Operations Team	Daily service delivery, driver supervision and Village coordination

Commitment to Palmetto Bay

Freebee is not approaching this engagement as a new vendor learning the Village for the first time. We are proposing to expand an existing partnership and connect two important mobility services into one coordinated system. The result will be clearer accountability for the Village, a simpler experience for residents and a stronger foundation for continuously improving transportation throughout Palmetto Bay.

4.02:

BID FORM

The Bid Form is presented to assist the Village in evaluating the bid. This Bid Form reflects estimated quantities for the Total Bid as described above. After award, the Village reserves the right to modify estimated quantities subject to the unit price and eliminate line items if necessary.

Six (6) Passenger Vehicle (plus Driver)		
Vehicle Make & Model	Vehicle Cost Per Hour	Annual Cost Per Vehicle
VW ID Buzz	$53.35	116,516
TOTAL ANNUAL COST FOR TWO (2) VEHICLES Annual Cost = $233,032		
Twelve (12) Passenger Vehicle (plus Driver) (with two (2) ADA/Wheelchair Positions)		
Vehicle Make & Model	Vehicle Cost Per Hour	Annual Cost Per Vehicle
Starcraft Allstar	$69.71	$152,255
TOTAL ANNUAL COST FOR TWO (2) VEHICLES $304,510		

Total Bid Amount..... $ ID Buzz - $233,032 or Starcraft - $304,510
Total Bid Amount (in words): ID Buzz - Two Hundred Thirty Three Thousand Thirty Two Dollars
Starcraft - Three Hundred Four Thousand Five Hundred and Ten Dollars
Signature of Official: _____
Name: Jason Spiegel
Title: CEO
Company: Beefree LLC d/b/a Freebee
Date: 8/19/26

The price listed by the Bidder shall include the total cost of the Work including but not limited to materials, equipment, etc., as necessary to ensure proper delivery of services and product requested by the Village.

I hereby certify that I am authorized to act on behalf of the Company, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge. I understand and agree to be bound by the conditions contained in this ITB and shall conform with all requirements of the ITB.

SECTION 8.0: Required Bid Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in Subsection (1).
4) In the statement specified in Subsection (1), notify the employees, that, as a condition of working of the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Company complies fully with the above requirements.

Signature of Official: _____

Name (typed): Jason Spiegel

Title: Managing Partner

Company: Beefree LLC dba Freebee

Date: 8/19/2026

SUBCONTRACTOR LIST

The Company shall list all proposed Subcontractors to be used on this project if they are awarded the Contract.

Classification of Work	Subcontractor Name	Address	Telephone and Fax
N/A			

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Jason Spiegel being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Beefree UC, the Company that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or a sham Bid;

(4) Neither the said Company nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Company or person to submit a collusive or sham response in connection with the work for which the attached bid has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Company or person to fix this Bid or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in the proposed Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): Jason Spiegel

Title: Managing Partner

Company: Beefree LLC dba Freebee

Date: 8/19/2026

Continued Next Page

ACKNOWLEDGMENT

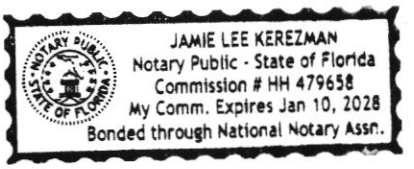
State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 19 day of August, 2026 by Jason Spiegel. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal



NOTARY PUBLIC, STATE OF FLORIDA



SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a) FLORIDA STATUES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village of Palmetto Bay, Florida

By Jason Spiegel

For Beefree LLC dba Freebee

Whose business address is: 371 NE 61st St, Miami FL 33137

And (if applicable) its Federal Employer Identification Number (FEIN) is: 45-4659887

2. I understand that a "public entity crime" as defined In Paragraph 287.133(1)(g), Florida Statutes ,and as may be amended means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United Sates and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction"" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result or a jury verdict, non-jury trial, or entry of a plea or guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

A. A predecessor or successor of a person convicted of a public entity crime; or
B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate'" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters

into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): Jason Spiegel

Title: Managing Partner

Company: Beefree LLC dba Freebee

Date: 8/19/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 19 day of August, 2026 by Jason Spiegel. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Company warrants that it is willing and able to comply with all applicable Village laws, rules and regulations.

B. Company warrants that they have read, understand and are willing to comply with all of the requirements of the ITB and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this bid is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Company warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Company has not, and will not, pay a fee for the amount of which is contingent upon the Village awarding this contract. Company warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Village conflict of interest and code of ethics ordinances. Further, Company acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Company, if the Company is chosen for performance of the contract.

Signature of Official: _____

Name (typed): Jason Spiegel

Title: Managing Partner

Company: Beefree LLC dba Freebee

Date: 8/19/2026

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: Jason Spiegel Managing Partner
(print individual's name and title)

for: Beefree LLC dba Freebee
(print name of entity submitting sworn statement)

whose business address is: 371 NE 61st St, Miami, FL 33137

and (if applicable) its Federal Employer Identification Number (FEIN) is: 45-4659887

I, being duly first sworn state: That the above named Company, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any sub-contractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions, and as any may be amended.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): Jason Spiegel

Title: Managing Partner

Company: Beefree LLC dba freebee

Date: 8/19/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 19 day of August, 2026 by Jason Spiegel. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

NOTARY PUBLIC, STATE OF FLORIDA

BUSINESS ENTITY AFFIDAVIT

Bidder or Company hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Bidder or Company, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Company or Bidder. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Company or Bidder. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Bidder or Company recognizes that with respect to this transaction or bid, if any Bidder or Company violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees and as may be amended, such Bidder or Company may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to Village.

Accordingly, Bidder or Company completes and executes the Business Entity Affidavit form below. The terms "Bidder" or "Company," as used herein, include any person or entity making a bid proposal herein to Village or providing goods or services to Village.

I, Jason Spiegel being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

45-4659887

Federal Employer Identification Number

Beefree LLC dba Freebee

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

371 NE 61st St, Miami, FL 33137

Street Address Suite Village State Zip Code

Continued Next Page

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

Full Legal Name	Address	Ownership
		%
		%
		%

2. The full legal names and business address of any other individual (other than sub-contractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

_____
_____
_____
_____
_____

Signature of Official: _____

Name (typed): Jason Spiegel

Title: Managing Partner

Company: Beefree LLC dba Freebee

Date: 8/19/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or _ online notarization**, this 19 day of August, 2026 by Jason Spiegel. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Jamie Lee Kerezman

NOTARY PUBLIC, STATE OF FLORIDA

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Beefree LLC Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, ITB# 2026-11-016, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970 and as may be amended, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of : _____
N/A
(Sub-Contractor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): Jason Spiegel

Title: Managing Partner

Company: Beefree LLC dba Freebee

Date: 8/19/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 19 day of August, 2026 by Jason Spiegel. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami Dade)

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the Village of Palmetto Bay, its elected officials, and _____ _____ or its employees, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): Jason Spiegel

Title: Managing Partner

Company: Beefree LLC dba Freebee

Date: 8/19/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 19 day of August, 2026, by Jason Spiegel. He/She was X personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Bidder, Proposer, or Company shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, If yes, explain the circumstances.

No

Executed on 8/19/26 at 371 NE 61st St, Miami, FL 33137
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): Jason Spiegel

Title: Managing Partner

Company: Beefree LLC dba Freebee

Date: 8/19/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami Dade

I, Jason Spiegel (the individual attesting below), being duly authorized byand on behalf of Beefree LLC dba Freebee (hereinafter "Employer") after firstbeing duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent programused to verify the work authorization of newly hired employees pursuant to federal law in accordancewith NCGS §64-25(5), and as the same may be amended.
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee towork in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a), and as the same may be amended.
3. Employer's subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verifyby any and all subcontractors subsequently hired by Employer.

This 19 day of August, 2026.

Signature of Affiant

Print or Type Name: Jason Spiegel

State of Florida)
) ss.:
County of Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** _ **online notarization**, this 19 day of August, 2026, by Jason Spiegel. He/She was X personally known, _____ or produced _____ as a form of identification.

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

Signed and sworn to (or affirmed) before me,
this the 19 day of August, 2026
My Commission Expires: Jan 10, 2028

Jamie Lee Kerezman
Notary Public

NHCS – E-Verify 081815

Foreign Country of Concern Attestation

Capitalized terms used herein have the definitions ascribed in section 287.138, F.S.

Name of Company is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest (twenty five percent (25%) or more) in the Company.

Under penalties of perjury, I declare that I have read the forgoing statement and that the facts stated in it are true.

Printed Name: Jason Spiegel

Title: Managing Partner

Signature:

Date: 8/19/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Beefree LLC dba Freebee ("**Company**")

Vendor FEIN: 45- 4659887

Address: 371 NE 61st St

City: Miami State: FL Zip: 33137

Phone number: 215·370·5699 Email Address: Jason@RideFreebee.Com

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, **Company** is required to provide an affidavit under penalty of perjury attesting that **Company** does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of the **Company**, I certify that the **Company** does not use coercion for labor or services in accordance with Section 787.06.

Written Declaration

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Jason Spiegel

Title: Managing Partner

Signature:

Date: 8/29/2026

IMMIGRATION AFFIDAVIT CERTIFICATION

The Village of Palmetto Bay ("Village") will not intentionally engage in services or award Village contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. § 1324 A(e) Section 274a(e) of the Immigration and Nationality Act ("INA")).

The Village may consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by the Village.**

The Company or attests that it/they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)).

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE VILLAGE RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED.

Company Name: Beefree LLC dba Freebee

Signature: _____ Title: Managing Partner

STATE OF Florida)
ss.:
COUNTY OF Miami Dade)

The foregoing instrument was acknowledged before me **by means of** X **physical presence or** ___ **online notarization**, this 19 day of August, 2026, by Jason Spiegel. He/She was X personally known, ___ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

JAMIE LEE KEREZMAN
Notary Public - State of Florida
Commission # HH 479658
My Comm. Expires Jan 10, 2028
Bonded through National Notary Assn.

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – IBus Services
Invitation to Bid No. 2026-11-016

Name of Company: BeeFree, LLC

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: BeeFree provides three vehicles for on-demand service 6-days a week for the Village of Pinecrest, FL. Providing a total of 72 hours of service per week by each vehicle.

Initial Value of Contract: $192,441 Final Value of Contract: $298,000
Length of Contract: Launched January 2019
Would you enter into a contract with the Company in the future? X Yes ____ No
Were the services provided acceptable and of quality standards: X Yes ____ No
Was the Company responsive to your requests and resourceful with the task? X Yes ____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
X Yes ____ No
If you responded no to any of the above please provide details:

Comments:

The team at BeeFree, LLC (Freebee) have been very responsive to all staff requests for the entire time we have contracted them for service. I particularly commend the system they have for dealing with customer complaints. All complaints are thoroughly investigated through in vehicle cameras and other technological tools, and they report the findings and take corrective action (if necessary) in a timely manner.

Name of Public Entity/Company: Village of Pinecrest, FL

Name of Individual completing this form: Yocelyn Galiano

Signature: Yocelyn Galiano Title: Village Manager

Telephone: 305.234.2121 Email: ygaliano@pinecrest-fl.gov

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,
Alessia Bencomo, Procurement Specialist

REFERENCES

Each bid must be accompanied by a list of at least ***three (3)*** references from current customers, preferably in the public sector, which shall include all the information requested below. **The Village should not be listed as one of the references provided.**

VILLAGE OF PALMETTO BAY - REFERENCE FORM

Solicitation Information: VPB – IBus Services
Invitation to Bid No. 2026-11-016

Name of Company: _____

To Whom it May Concern,
The above reference vendor is submitting on a proposal solicitation or use of bid that has been issued by the Village of Palmetto Bay. We require that the Company provide written references with their proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Contracted Services Information:

Scope of Work: 12/23 → 3/26 : Downtown Circulator $375,666.00
3/26 → current: On-Demand Service for Downtown/Brickell : $855,906.48

Initial Value of Contract: $375,666.00 Final Value of Contract: $855,906.40
Length of Contract: Ongoing for 4 years
Would you enter into a contract with the Company in the future? X Yes _____ No
Were the services provided acceptable and of quality standards: X Yes _____ No
Was the Company responsive to your requests and resourceful with the task? X Yes _____ No
Did the Company keep you fully informed of any updates and/or concerns related to the contracted services?
X Yes _____ No
If you responded no to any of the above please provide details:

_____

_____

_____

Comments:

Freebee has been an excellent partner to the DDA. They have been responsive to our requests. Our new On-Demand service is extremely popular, averaging 7,000 riders per month. We are very happy with them.

Name of Public Entity/Company: Miami Downtown Development Authority (DDA)
Name of Individual completing this form: Neal Schafers
Signature: _____ Title: Director of Urban Planning
Telephone: 954 654 2833 Email: schafers@miamidda.com

Thank you for your support in helping us evaluate our solicitation responses.

Sincerely,
Alessia Bencomo, Procurement Specialist