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, OCTOBER 5, 2026 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

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

---

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

2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

   A. Proclamation in recognition of Breast Cancer Awareness Month *(October 1-31,2026)*

3. **APPROVAL OF MINUTES**

   A. Regular Council Meeting (September 14, 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 (October 2026)

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

8. **BOARD AND COMMITTEE REPORTS**

   A. Art-in-Public Places Advisory Board Meeting (July 7, 2026)

   B. Resiliency Committee Meeting (June 16, 2026)

   C. Resiliency Committee Meeting (May 13, 2026)

   D. Resiliency Committee Meeting (April 21, 2026)

9. **EMERGENCY ORDINANCES WITH PUBLIC HEARING**

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

    A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, 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) (Passed on First Reading on September 14, 2026, Regular Council Meeting)*

    B. 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) (Passed on First Reading on September 14, 2026, Regular Council Meeting)*

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, 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 and Regular Council Meeting of October 5, 2026)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO STORMWATER MANAGEMENT; AMENDING SECTION 15-103 OF ARTICLE III OF CHAPTER 15 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY TO ADD AND REVISE DEFINITIONS; AMENDING SECTION 15-109 TO EXPAND PERMISSIBLE STORMWATER UTILITY FUND EXPENDITURES; PROVIDING FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

12. CONSENT AGENDA

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE PARTCIPATION OF THE VILLAGE OF PALMETTO BAY AS A SPONSOR OF THE 2027 ANNUAL WEST PERRINE DR. MARTIN LUTHER KING, JR., HOLIDAY CELEBRATION; AUTHORIZING THE VILLAGE MANAGER TO DISBURSE UP TO ONE-THOUSAND DOLLARS ($1,000) AS PART OF THE VILLAGE'S SPONSORSHIP; PERMITTING THE VILLAGE MANAGER TO TAKE NECESSARY ACTIONS TO FACILITATE THE SPONSORSHIP; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Clerk, Missy Arocha)*

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 TWO MILLION FIVE HUNDRED SIXTEEN THOUSAND THREE HUNDRED ONE DOLLARS AND NINETY CENTS ($2,516,301.90) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR SUB-BASIN IMPROVEMENTS; APPROVING AGREEMENT NO. H1565 WITH

THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT IN SUBSTANTIAL FORM AND CONTENT AND OTHER RELATED DOCUMENTS; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

13. RESOLUTIONS REQUIRING PUBLIC HEARING

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE NAMING OF THE NEW INDOOR PICKLEBALL FACILITY AT PALMETTO BAY PARK AS THE "VILLAGE OF PALMETTO BAY-DIADEM PICKLEBALL COMPLEX"; RECOGNIZING DIADEM'S SUBSTANTIAL FINANCIAL CONTRIBUTION TOWARD THE CONSTRUCTION OF THE FACILITY; AUTHORIZING APPROPRIATE SIGNAGE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF FERENCZI CONSULTING, CORP. D/B/A CENTRAL MAKERS TO MANAGE AND OPERATE THE FOOD TRUCK AND MARKET ON PARK DRIVE, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2026-12-014 AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR SAID SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Alessia Bencomo, Procurement Specialist)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE SOUTH DADE AEROSPACE AND DEFENSE CORRIDOR AS A REGIONAL ECONOMIC DEVELOPMENT INITIATIVE FOR SOUTH MIAMI-DADE; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Manager, Nick Marano)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

- Regular Council Meeting (Monday, November 2, 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:	October 5, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (September 14, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
2026-09-14 Regular-Minutes
Exhibit A-Public Comments by Form

MINUTES
REGULAR COUNCIL MEETING
MONDAY, SEPTEMBER 14, 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 all recognitions at 6:30 p.m.

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)*

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 9:33 p.m. immediately following the First Budget Hearing.

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

The invocation was led during the First Budget Hearing, and the pledge of allegiance was led by the public in the audience during the meeting.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (July 6, 2026)

Councilmember Steve Cody **moved** to approve the meeting minutes, and Councilmember Patrick Fiore **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) urged the Council to consider prioritizing police in the budget for fiscal year 2027.

- Mohammed Taha (14599 SW 82nd Avenue) urged the Council to recognize the Islamic holidays in the Village.

- Conrado Vazquez Del Moral (14599 SW 82nd Avenue) spoke in support of the golf cart community and questioned the Village's authority to retain counsel to address the issues raised with golf cart usage on Village roads.

- Ghowdhuny Kasin (20524 SW 88th Avenue) urged the Council to recognize the Islamic holidays and that all religious cultures be treated equally.

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

Councilmember Marsha Matson **motioned** to add an additional Resolution to the agenda regarding establishing standardized notification procedure for matters of great public concern. Vice Mayor Mark Merwitzer **seconded** the motion. **The motion passed (3-2)**; Mayor Karyn Cunningham and Councilmember Steve Cody voted opposed.

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. 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: None.

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)*

Item 10A was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

The following speaker spoke for a time allotment of three minutes during the public comment period:

- Mohammed Taha (14599 SW 82nd Avenue) urged the Council to recognize the Islamic holidays in the Village.

Village Attorney John Quick explained that the Communications Department requested an amendment to the proposed Ordinance to remove the language beginning with "newsletters" on line 32 under "Village Communication Channels" on page 3 of 8 through the end of the sentence (i.e., newsletters, websites, calendars, bulletin boards, and similar informational outlets.).

Vice Mayor Mark Merwitzer stated that, if adopted, the provision should provide equal treatment for holiday greetings and religious or cultural observances. He stated that the policy should remain consistent regardless of the communication platform used by the Village in the future, including social media, the Village website, newsletters, or other communication channels.

Village Attorney John Quick explained that the Village currently conveys observances primarily through social media and would continue to do so. He also explained that, under the proposed language, if the Village opens its communication channels to observances, it will need to apply the policy in a viewpoint-neutral manner and could not selectively recognize or exclude religious or cultural observances based on their content.

Mayor Karyn Cunningham asked about the process to request that a particular religious or cultural observance be included in Village communications, including email communications, social media, or the Village website. She also questioned who would determine whether a requested observance would be posted.

Attorney Quick explained that there would be no discretion to selectively approve or deny an observance based on its viewpoint. If the Village establishes a practice of recognizing observances through its communication channels, the same criteria would apply to all qualifying observances that meet the applicable requirements and deadlines. He further reported that the Village would determine which observances to recognize based on the established criteria rather than the particular religious or cultural viewpoint involved.

Mayor Karyn Cunningham questioned whether the proposed amendment would apply only to social media channels.

Village Attorney John Quick explained that the Vice Mayor had requested that the language be expanded to address other communication avenues and referenced language concerning how the Village “customarily conveys” observances.

Councilmember Marsha Matson expressed support for the Vice Mayor’s recommendation, stating that it should not be limited solely to social media. She reported that the provision concerns announcements of observances rather than demands for a particular type of communication from any specific group.

Councilmember Steve Cody raised First Amendment concerns and asked whether the Village would be required to recognize an observance if a particular religious or belief group requested recognition of a day as a sacred or religious observance.

Village Attorney John Quick responded that the provision would need to be applied consistently and in an “all or none” manner and that if the Village opens its communication channels to religious observances, it would be required to apply the same standards to qualifying observances regardless of the particular religion or belief system involved, provided the applicable timing, deadline, and other requirements are met.

Village Attorney John Quick confirmed that the Village could not selectively determine whether one religious observance was sufficiently serious or legitimate while excluding another based on the Village's own assessment of the religion or observance.

Communications Director Olga Cadaval responded to questions from the Council regarding the various communication channels utilized by the Village and provided clarification regarding how observances are currently communicated.

Following the discussion, Vice Mayor Mark Merwitzer made a **motion** to amend "Village Communication Channels", line 32, page 3, by removing: Village-operated social media platforms, newsletters, websites, calendars, bulletin boards, and similar informational outlets and adding the avenue(s) by which the Village customarily conveys such observances. The motion was **seconded** by Councilmember Marsha Matson. **The motion passed (4-1)**; Councilmember Steve Cody voted opposed.

Final Vote at Adoption on Second Reading as Amended:

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 **amended Ordinance passed on Second Reading** by a vote of (4-1), with Mayor Karyn Cunningham and Councilmember Steve Cody voting in opposition.

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)*

Item 10B was **moved** by Vice Mayor Mark Merwitzer and **seconded** by Vice Mayor Mark Merwitzer.

There were no speakers in favor of or in opposition to the Ordinance.

Vice Mayor Mark Merwitzer discussed provisions of the proposed Ordinance relating to the operation of micromobility devices on sidewalks and shared-use paths, applicable speed limits, and operator requirements.

Members of the Village Council discussed the proposed Ordinance, and no objections were raised.

Final Vote at Adoption on Second Reading:

Vice Mayor Mark Merwitzer	-	YES
Councilmember Steve Cody	-	YES
Councilmember Patrick Fiore	-	YES
Mayor Karyn Cunningham	-	YES
Councilmember Marsha Matson	-	YES

Upon a roll-call vote, the **Ordinance passed on Second Reading by a vote of (5-0)**.

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)*

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

Vice Mayor Mark Merwitzer **moved** to defer the Ordinance to the October 5, 2026, Regular Council Meeting. Councilmember Marsha Matson **seconded** the motion. **All voted in favor (5-0). The motion carried unanimously.**

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)*

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

Stormwater Engineer Mairelys Gensler explained the stormwater management program, including its fee schedule and payment process. She reported that Raftelis Financial Consultants reviewed the Village's stormwater rates and summarized its analysis and recommendations, which included a financial evaluation covering October 1, 2025, through September 30, 2031. Based on that review, the consultant recommended adjusting the Village's stormwater rates.

Raftelis representative Joe Williams presented the study results and a PowerPoint presentation of the background and scope of the current monthly rate of $5.00 per

equivalent residential unit (ERU). He explained that the rate study considered rising operating costs, capital needs, green infrastructure, and shared-program costs.

Following the presentation, he answered the Council's questions about the recommended $13.00 rate per ERU and the capital improvement plan. He reported that a monthly rate of $16.50 per ERU would increase cash flow for additional projects and support debt financing.

Vice Mayor Mark Merwitzer **moved** to increase the monthly rate to $16.50 per ERU, the rate recommended for 2031. Councilmember Steve Cody **seconded** the motion.

Village Attorney John Quick explained that the Council could increase the monthly rate to $16.50 per ERU through the Ordinance, but individual projects would require separate approval as they arise. The Ordinance would approve only the fee.

Village Manager Nick Marano responded yes.

The question was called in favor of the motion to increase the to increase the monthly rate to $16.50 per ERU. **All voted in favor (5-0). The motion passed unanimously.**

Final Vote at Adoption on First Reading as Amended:

Councilmember Patrick Fiore	-	YES
Councilmember Steve Cody	-	YES
Councilmember Marsha Matson	-	YES
Vice Mayor Mark Merwitzer	-	YES
Mayor Karyn Cunningham	-	YES

Upon a roll call vote, the **amended Ordinance passed on First Reading by a vote of (5-0)**.

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)*

Item 11C was **moved** by Vice Mayor Mark Merwitzer and **seconded** by Councilmember Patrick Fiore.

Village Clerk Missy Arocha explained that the proposed Ordinance updates the Village's handling of passport fees. Since the U.S. Department of State periodically changes passport fees, the Ordinance allows the Village to adopt those updates

automatically instead of repeatedly amending its Code. She reported that the Ordinance also updates Village-imposed fees. It proposes raising the passport photo fee by from $12.84 to $17.00, based on fees charged by comparable businesses and municipal agencies. The proposed $17.00 fee remains within, and does not exceed, the average range charged by other agencies. The increase also offsets the Village's costs for photo paper, ink, and photo holders and aligns the fee with comparable providers while helping cover materials. The Ordinance lists current federal passport fees for reference but automatically adopts future Department of State changes while maintaining federal compliance, keeping resident information current, and avoids repeated Code amendments.

The Council raised no questions, discussion, or objections regarding the proposed Ordinance presented by Village Clerk Missy Arocha.

Final Vote at Adoption on First Reading:

Mayor Karyn Cunningham	-	YES
Councilmember Patrick Fiore	-	YES
Councilmember Steve Cody	-	YES
Vice Mayor Mark Merwitzer	-	YES
Councilmember Marsha Matson	-	YES

Upon a roll call vote, the **Ordinance passed on First Reading by a vote of (5-0)**.

12. CONSENT AGENDA

Vice Mayor Mark Merwitzer **motioned** to add agenda items 14A, 14C, 14E, 14F, and 14G to the consent agenda.

Village Manager Nick Marano requested to pull and remove agenda item 12A from the consent agenda.

Village Attorney John Quick explained that no motion was required to remove item 12A from the consent agenda because the Manager was withdrawing his own item.

Councilmember Marsha Matson spoke opposed to having item 14G in the approval of the consent agenda items.

Village Manager Nick Marano reported that agenda item 14G involves the replacement of the iBuses currently provided by Freebee and that there would be no changes to the existing schedule and that the current employees would be offered positions with Freebee at similar rates of pay.

Councilmember Steve Cody **seconded** the motion to add agenda items 14A, 14C, 14E, 14F, and 14G to the consent agenda. **All voted in favor (5-0). The motion passed unanimously.**

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)*

Item 12A passed on the consent agenda.

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)*

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 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)*

Item 12C 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, 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)*

Item 14A passed on the consent agenda.

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)*

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

The following speaker spoke for a time allotment of three minutes during public comment:

- Patsy Rodriguez (Advisory Board Member of the Art-in-Public Places Advisory Board) – spoke in support of the recommendation and the approval of the Copper Pyramid of Art and explained that funding was available for the project.

Andrea Candelaria presented a PowerPoint presentation regarding the proposed project, including information related to decommissioning by the Miami-Dade Art in Public Places (AIPP) Trust, the artist, designer, and resident involved, and the project budget and evaluation. Following the presentation, Ms. Candelaria responded to questions from the Council on the design of the project.

Councilmember Steve Cody presented an amendment to the proposed Resolution that would remove the provisions of the Resolution through the specified date. He **motioned** to reject the item and proposed that the artwork be offered back to Miami-Dade County and if the County declined, he proposed that the artwork be declared surplus and that the artist be given the opportunity to remove it at the artist's expense, or that the artwork be removed from Coral Reef Park.

The motion was **seconded** by Vice Mayor Mark Merwitzer.

Parks & Recreation Director responded to questions regarding the structure and stated that, as part of the permitting phase, requirements would be addressed to ensure the structure is properly grounded.

Mayor Karyn Cunningham inquired about the grounding of the structure.

Building and Permitting Director Dean Klement stated that the matter would be addressed during the permitting phase of the project.

Councilmember Steve Cody questioned whether the electrical pathways associated

with the structure could be grounded.

Mayor Karyn Cunningham recommended deferring the item to a future meeting to allow the artist and Village Manager to further review the potential concerns raised regarding the structure and report back to the Council at a later date.

Councilmember Steve Cody requested that an engineering report be provided addressing the structural and related safety considerations.

Councilmember Marsha Matson questioned if the matter had been presented to the Art in Public Places (AIPP) Board.

Councilmember Steve Cody responded that he had raised the matter with the AIPP Board at a prior meeting.

The question was called in favor of the motion to reject the Resolution. **The motion failed (1-4)**; Mayor Karyn Cunningham, Vice Mayor Mark Merwitzer, Councilmember Patrick Fiore, and Councilmember Marsha Matson voted opposed.

Final Vote at Adoption:
The **Resolution passed by a vote of (4-1)**; Councilmember Steve Cody voted opposed.

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)*

Item 14C passed on the consent agenda.

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)*

Item 14D was **moved** by Councilmember Marsha Matson and **seconded** by Councilmember Patrick Fiore.

The following speaker spoke for a time allotment of three minutes during public comment:

- Bev Gerald (14271 SW 74th Court) – spoke in support of the Resolution.

Councilmember Marsha Matson explained that the Resolution directs the Village Manager to remove the existing sign at the facility.

Councilmember Steve Cody questioned whether the illustration depicted on the sign was a photograph or an architectural rendering that had been presented when the matter was initially considered by the Council.

Village Manager Nick Marano responded that it was an illustration.

Councilmember Steve Cody reported that the sign indicates that the Village had named the facility the “Diadem Pickleball Center.”

Village Manager Marano explained that the illustration and signage were part of an attempt by the design team and stated that, if a formal naming process was required, the Village would proceed accordingly.

Councilmember Steve Cody questioned if the Village had purchased signage corresponding to the illustration identifying the facility as the “Diadem Pickleball Center.”

Village Manager Marano responded that the Village had not purchased such signage.

Village Attorney John Quick explained that the Village Code establishes the process for naming a Village building or facility and that the applicable process would need to be followed if the facility were to be formally named.

Final Vote at Adoption:
The **Resolution failed by a vote of (2-3)**; Mayor Karyn Cunningham, Councilmember Patrick Fiore, and Councilmember Steve Cody voted opposed.

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)*

Item 14E passed on the consent agenda.

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)*

Item 14F passed on the consent agenda.

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)*

Item 14G passed on the consent agenda.

15: OTHER BUSINESS:

ADD-ON RESOLUTION:

14H. A RESOLUTION OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING STANDARDIZED PROCEDURES FOR NOTIFICATION TO COUNCIL OF CERTAIN MATTERS OF GREAT PUBLIC IMPORTANCE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 14H was **moved** by Councilmember Marsha Matson and **seconded** by Vice Mayor Mark Merwitzer.

The following speaker spoke for a time allotment of three minutes during public comment:

- Jeffrey Berman (14063 SW 67th Place) – questioned the Luxcom settlement agreement and urged the Council to put the matter to rest.

Councilmember Marsha Matson explained that the add-on Resolution establishes a procedure for matters of public importance, including matters such as the Luxcom settlement. She stated that the procedure would provide for the Village Manager and Village Attorney to notify each Councilmember of such matters by memorandum or electronic communication.

At 11:20 p.m., Vice Mayor Mark Merwitzer **moved** to extend the meeting until 11:25 p.m. Councilmember Marsha Matson **seconded** the motion. **All voted in favor (5-0). The motion passed unanimously.**

Mayor Karyn Cunningham stated that the Council received the settlement information from the Village Manager and that she did not issue any communication regarding the matter or discuss the subsequent communication from Councilmember Cody with the Village Manager.

Councilmember Marsha Matson stated that, for matters of this nature, she understood that communication would be provided by a Village official with the appropriate authority.

Vice Mayor Mark Merwitzer discussed the communication of information regarding matters that were still under consideration and the role of attorney-client privilege in communications concerning the matter.

Councilmember Steve Cody asked whether, because the proposed measure would establish a policy applicable beyond the Council, the matter would be more appropriately adopted by Ordinance rather than Resolution.

Village Attorney John Quick stated that the matter could be adopted either by Ordinance or Resolution and explained that an Ordinance would establish the provision in the Village Code, while a Resolution could be used to provide direction to the administration.

Final Vote at Adoption:
The **Resolution failed by a vote of (2-3)**; Mayor Karyn Cunningham, Councilmember Patrick Fiore, and Councilmember Steve Cody voted opposed.

16. ADJOURNMENT: Councilmember Patrick Fiore made a **motion** to adjourn the meeting. Councilmember Steve Cody **seconded the motion. All voted in favor (5-0). The motion passed unanimously.** *The meeting adjourned at 11:25 PM.*

The meeting minutes were approved on this 5th day of October 2026.

Attest:

_____ _____

Mayor Karyn Cunningham Village Clerk Missy Arocha

Missy Arocha

From: noreply@civicplus.com
Sent: Sunday, August 30, 2026 10:01 AM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking on any strange links.
Use good judgement! Forward suspicious emails to: spamreport@palmettobay-fl.gov

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	09/03/2026
Meeting Type	Regular Council Meeting

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Monique Casado
Email Address	casadolucena@gmail.com
Address	15910 Southwest 90th Avenue
City	Palmetto Bay
State	Florida
Zip Code	33157
Phone Number	7868288032

Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	I respectfully request that the Village of Palmetto Bay prioritize the development of a public park and recreational space on the existing green area on 160th and 89th. This area represents a valuable opportunity to provide residents, families, and especially children with a safe and accessible place for recreation, exercise, outdoor activities, and community gathering. Developing this property as a small park would also preserve its green character while making it a meaningful community asset. I believe this project would significantly improve the quality of life for nearby residents and benefit the broader Rambling Woods community. I respectfully ask the Village to consider this project as a priority to move the development forward. I understand that there is already an existing process and proposal related to the development of the green area near my home. I would respectfully like to request that the Village reconsider and reevaluate the proposed format and intended use of this space. While I appreciate the original concept of maintaining the area as a green space, I believe that limiting the property to a traditional green area would significantly restrict its potential benefit to the surrounding community. The neighborhood is undergoing significant renewal and is becoming increasingly populated by families with children and teenagers. As the community evolves, there is a growing need for safe, accessible spaces that provide opportunities for children and adolescents to play, exercise, socialize, and participate in outdoor activities. I would therefore encourage the Village to consider transforming the area into a small neighborhood-oriented park, incorporating appropriate recreational elements for children and teenagers while preserving a substantial amount of green space. I also believe it is important to maintain the original concept of not providing dedicated parking spaces. This would help ensure that the facility remains primarily a neighborhood amenity, serving the families and residents who live nearby

	rather than becoming a destination that attracts significant traffic from outside the area. My intention is not to oppose the existing proposal, but rather to respectfully request a reevaluation of how the space can be designed to provide greater long-ter Thank you for your consideration and for your commitment to maintaining and improving the quality of life in Palmetto Bay.

(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	4
Position	Support
Comments (type your comments in the box below)	Request priority of the development of a public park and recreational space on the existing green area on 160th and 89th.
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

Missy Arocha

From: noreply@civicplus.com
Sent: Monday, August 10, 2026 8:20 PM
To: Melissa Dodge; Missy Arocha; Karyn Cunningham; Mark Merwitzer; Marsha Matson; Patrick Fiore; Steve Cody; Nick Marano; Karla Morales-Maestre
Subject: [EXT] Online Form Submittal: Public Comments Form

CAUTION: EXTERNAL SENDER -- Please avoid opening any unexpected attachments or clicking on any strange links.
Use good judgement! Forward suspicious emails to: spamreport@palmettobay-fl.gov

Public Comments Form

Online Public Comments Form	Meeting Agenda
Meeting Date	9/14/2026
Meeting Type	Regular Council Meeting

(Section Break)

Exemption from Disclosure of Information

Pursuant to Section 119 of the Florida Statutes, certain governmental records are exempt from public disclosure, such as home addresses, telephone numbers, etc... of specified current and former public personnel.

If you qualify for such an exemption, please type in the word "exempt" under each field corresponding to your home address information and your telephone number.

Name	Tom Tundidor
Email Address	tbt98@aol.com
Address	19425 SW 98 AVE
City	Cutler Bay
State	FL
Zip Code	33157-7884
Phone Number	7862561595

Meeting Agenda Link	Agenda Center
	(Section Break)
General Public Comments -"Requests, Petitions & Public Comments Submitted"	Golf cart access to people's Dock
	(Section Break)

Instructions

Please make sure to fill in the agenda item number and select a single option in the "Position" column.

Agenda Item No.	*Field not completed.*
Position	Support
Comments (type your comments in the box below)	I would like to speak about golf cart access to the peoples dock
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*
Agenda Item No.	*Field not completed.*
Position	*Field not completed.*
Comments (type your comments in the box below)	*Field not completed.*

AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 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 - October 5, 2026

Manager's Report

BUILDING & PERMITTING

August

FY2025-2026 Budgeted Projects

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

- Building Division
  - Received 310 permits applications.
  - 245 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 620
    - Mechanical: 30
    - Electrical: 102
    - Plumbing: 85
    - Zoning: 65

Total: 902

FINANCE

August

- The expenditures in August 2026 were $2,109,193, 9.3 % of the total budget, compared to budgeted expenditures of $1,889,958, a deficit of .97 % for the month. The slight increase was due to annual Police charges of $340,000 for insurance. 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 $ 19,237,717 or 85.8 % compared to budgeted expenditures of $ 20,789,538 or 91.66 %.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
8/5/2026	67	DEPARTMENT OF TREASURY	FEDERAL WITHHOLDING PAYMENT	$ 53,577.74
8/5/2026	68	MISSIONSQUARE RETIREMENT	PENSION PLAN PAYMENT	$ 46,255.94
8/19/2026	70	DEPARTMENT OF TREASURY	FEDERAL WITHHOLDING PAYMENT	$ 49,371.58
8/19/2026	71	MISSIONSQUARE RETIREMENT	PENSION PLAN PAYMENT	$ 45,210.04
8/5/2026	50304	DEAN STEEL BUILDINGS, INC.	DESIGN-BUILD - INDOOR PICKLEBALL CENTER - STEEL	$ 279,756.00
8/5/2026	50305	VILLAGE OF PALMETTO BAY	PPE 08/07/26	$ 164,931.30
8/7/2026	50311	BEEFREE, LLC.	4 TESLA - 1,188 SERVICE HOURS	$ 42,946.20
8/7/2026	50321	WAYPOINT CONTRACTING, INC.	VETERANS PARK - PHASE 1	$ 140,459.87
8/13/2026	50367	CALVIN GIORDANO & ASSOCIATES	PUBLIC SERVICE PERMITTING AND INSPECTIONS FY 24/25	$ 13,416.15
8/13/2026	50375	OFFICE OF THE SHERIFF OF MDC	VOPB LOCAL PATROL JULY 2026	$ 1,222,545.82
8/13/2026	50384	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - CRP REC ROOM AND INDOOR PB CENTER	$ 172,083.00
8/13/2026	50385	WEISS SEROTA HELFMAN	006-1 YACHT CLUB AT LUXCOM -BERT HARRIS CLAIM	$ 28,397.00
8/13/2026	50385	WEISS SEROTA HELFMAN	015 GENERAL MUNICIPAL	$ 21,153.21
8/13/2026	50394	Institute for Regional Conserv	THE WOODS - PHASE 1	$ 25,600.00
8/13/2026	50411	WGI, INC.	PROFESSIONAL SERVICES - LUXCOM SITE	$ 13,286.25
8/14/2026	50412	MIAMI-DADE WATER & SEWER DEPT.	AGREEMENT ID 33679 PICKLEBALL CENTER	$ 15,171.51
8/19/2026	50413	VILLAGE OF PALMETTO BAY	PPE 08/21/26	$ 144,050.48
8/21/2026	50419	HARTEC GROUP, INC.	PAVING AND DRAINAGE IMPROVEMENTS - SUB-BASIN 12	$ 119,904.63

8/21/2026	50419	HARTEC GROUP, INC.	PAVING AND DRAINAGE IMPROVEMENTS PROJECT	$ 51,441.96
8/21/2026	50454	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - CRP REC ROOM AND INDOOR PB CENTER	$ 51,342.96
8/28/2026	50460	CURATIVE INSURANCE COMPANY	HEALTH INSURANCE SEPTEMBER 2026	$ 80,099.74
8/28/2026	50462	ENTERPRISE FM TRUST	FLEET RENTALS AUGUST	$ 23,475.58
8/28/2026	50483	Kimley-Horn and Associates, In	STORMWATER RATE STUDY AND PROGRAM UPDATE	$ 57,285.00
8/28/2026	50498	SOLAR ELECTRIC POWER COMPANY	SOLAR POWER SYSTEMS FOR VPB MONUMENT SIGNS	$ 14,112.72

IT DEPARTMENT

August

1. Replaced data center telecommunications switches to improve Village Hall server performance, availability, and resiliency.
2. Participated in the Emergency Preparedness Tabletop Exercise.
3. Supported the Village Clerk's Office at the Mobile Passport Event at Miami Dade College, Wolfson Campus.
4. Replaced end-of-life telecommunications switches support Village Hall's first floor network and phones.

Upcoming Goals

1. Project: Replacement of all remaining end-of-life telecommunications switches at multiple Village locations.
2. Kick-off, PBIT AI project.

HUMAN RESOURCES

August

- 1 Recruitment Ad(s)
  - Park Service Aide
- 13 Applications Reviewed
- 4 Interviews scheduled
  - Park Service Aide
- 0 Pre-Employment Meetings
- 0 New Hire(s)
- 9 Training Sessions
- 0 Separations of Employment
- 5 Transfers/Updates/Evaluations

- Staffing Update as of 9/16/2026

VACANCY DETAIL		
Department	**Position**	**Additional Comments**
Active Recruitments		
Parks & Recreation	Park Service Aide (3) Senior Park Service Aide (1)	3 - Pre-employment underway PSA advertised 7/29/2026 - 8/28/2026
	Total Active Recruitments- PT	**4**
	Total Active Recruitments- FT	**0**
	Total Active Recruitments	**4**
Positions on Hold		
HR & Comm.	Video Production Specialist- PT	On hold.
Finance	Cashier (1)	On hold; currently filled by temp.
Village Clerk	Administrative Assistant (1)	On hold.
Planning & Zoning	Zoning Administrator (1)	On hold; currently filled by temp. Admin. Asst.
Public Services	Tree Trimmer (1)	On hold.
	Maintenance Worker I – Facilities (2)	On hold.
Parks & Recreation	Maintenance Worker I – Parks (2)	1 on hold; 1 replaced as PT Recreation Attendant
	Parks & Recreation Supervisor (1)	On hold.
	Parks & Recreation Superintendent (1)	On hold.
	Total On-Hold- PT	**1**
	Total On-Hold- FT	**9**
	Total On-Hold	**10**

COMMUNICATIONS

August

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

Followers		
Facebook = 12,092 91 new FB followers	**Instagram = 11,385** 392 new IG followers	**Email = 9,380** 49 new Email subscribers

- 13 Videos Produced:
  - National Night Out Recap – Posted 8/5
  - School Safety Luncheon – Posted 8/5
  - Back To School Reel – Posted 8/10
  - New Benches! – Posted 8/13
  - Veterans Park – Posted 8/14
  - School Bus Safety – Posted 8/17
  - Skate Park – Posted 8/18
  - Thalatta Estate (Weddings) – Posted 8/20
  - Legacy Bricks – Posted 8/25
  - National Dog Day / Perrine Wayside Dog Park – Posted 8/26
  - Clean Paws – Posted 8/27
  - Coffee w/ a Deputy Recap – 8/28
  - Survey Video – 8/31
- 3 Village Vibes Bi-Weekly E-Newsletters
  - 8/31 Village Vibes
  - 8/15 Village Vibes
  - 8/1 Village Vibes

- 22 Promotional/Informational Campaigns – **28 Posts**
  - National Night Out – 2
  - Community Survey Results MDSO – 1
  - Welcome Back to School – 1
  - T-Connect – 1
  - Gardening Workshop – 1
  - New Benches – 1
  - Veterans Park- 1
  - Metro Express Survey – 1
  - Back To School Tax Holiday -1
  - Property Tax Survey – 2
  - Rosemary Fuller Award – 1
  - Back To School Bus Safety – 1
  - Skate Park Improvements – 1
  - Coffee w/ a Deputy – 3
  - Thalatta (Weddings) – 1
  - International Cleanup - 1
  - Principal of the Year Nominations – 1
  - Value Adjustment Meeting – 2

- Legacy Bricks – 1
- MDSO Aggressive Driving Initiative - 1
- Wayside Dog Park – 1
- Clean Paws Program – 1

- Meetings Broadcast: **0**
- Events Attended/Promoted:
  - 8/4 National Night Out
  - 8/5 School Safety Luncheon
  - 8/6 PBBA
  - 8/25 Palmer Trinity School Ribbon Cutting
  - 8/27 – Coffee w/ A Deputy
- Baybot User Interactions

August stats are currently unavailable as CivicPlus completes the in-house transition.

GRANTS

August

- New Grant Applications (1)
  - 26/27 FDOT - Keep Florida Beautiful Affiliate Grant
- Grants Approved (0)

- Closed Grants (1)
  - FDLE Trauma Bleeding Kits - Grant JG231 - reimbursement received 8/17
- Active Grants (14)
  - 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 7/31*
  - 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 received 8/10*
  - FRDAP Coral Reef Park Trail Renovations-Recreational Trails Program (RTP) – *closeout package in review by agency, updates to closeout package in progress*
  - 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*
  - 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

August

Palmetto Bay Park

- Ballet at the Park Summer Camp Week of July 27, 2026
- Ballet at the Park: Fridays-Adult and Private Lessons 12pm - 6pm
- I9 Sports: Saturdays & Sundays 8am - 2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm - 8:30pm
- Bay Lions Soccer Club: Tuesdays, Thursdays & Fridays 4pm - 6pm
- Travel Softball: Stingrays, Mon-Friday 4pm,6pm, & 8pm
- Baptist Health Senior Stretch Exercise Class: Monday August 24, 10:30am & 11:30am
- Tax Collector TConnect Mobile Unit, August 19, 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: 143
- Tennis Court Rentals: 210
- USTA Tennis Leagues: 6
- Picnic Areas/Pavilion/Gazebo Rentals: 24
- Baurball Soccer training, Weekdays 4pm - 6pm
- Beast Volleyball Tuesday, Thursday and Friday, 5pm - 630pm
- National Night Out, August 4, 6pm - 10pm
- Mahjong Group: 73
- Knitting Group: 71

Fee Waivers- Requested and Granted in August 2026

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
CIAM Casa Italia a Miami Corp	Saturdays, Sep-Dec-May 2026	9am-11am	EAF Community Room	Italian Classes for Children	$ 251.00	8/2/2026
Chabad of Palmetto Bay	Wednesday, Sept 2, 2026	7pm-9:30pm	CRP Rec Center-Bay Room	Baking Event	$ 450.00	8/3/2026
Cuda Orchestra Booster Club	Sunday, August 16, 2026	2pm-4pm	CRP Picnic Area	Picnic	$ 115.00	8/8/2026
Vineland K-8 Center	Wednesday, Sept 23, 2026	9am-1pm	CRP East Gazebo	8th grade team building	$ 203.50	8/20/2026

Perrine Community House

Perrine Community House Activity – August 2026

Date	Type of Use	Name of Group	Attendance
8/3/2026	Program	Senior Stretch & Relax	27
8/5/2026	Program	Pilates Core & Stretch	12
8/10/2026	Program	Senior Stretch & Relax	25
8/17/2026	Program	Senior Stretch & Relax	31
8/19/2026	Program	Pilates Core & Stretch	9

Ludovici Park

Ludovici Park Activity – August 2026

Date	Type of Use	Name of Group	Attendance
8/5/2026	Program	Pilates Core & Stretch	12
8/26/2026	Program	Pilates Core & Stretch	13
8/1/26	Waiver	VPB Library College Fair	50
8/3/26	Waiver	Cutler Bay Community Theater	15
8/4/26	Waiver	Dade Schools Meeting	35

8/4/26	Waiver	Musicore	20
8/5/26	Waiver	VPB Library Teen Advisory	15
8/9/26	Waiver	Jack and Jill of America	21
8/10/26	Waiver	Cutler Bay Community Theater	15
8/11/26	Waiver	Musicore	20
8/12/26	Waiver	VPB Library Teen Advisory	15
8/13/26	Waiver	VPB Library Coloring Class	15
8/14,20/26	Waiver	POLLING	
8/22/26	Program	Bay Lions Florida Soccer	22
8/24/26	Waiver	Cutler Bay Community Theater	15
8/26/26	Waiver	VPB Library Teen Advisory	15
8/27/26	Waiver	VPB Library Coloring Class	15
8/31/26	Waiver	Cutler Bay Community Theater	15

Thalatta Estate

Thalatta Estate Activity – August 2026			
Date	Type of Use	Name of Group	Attendance
8/2/2026	Program	Yoga by the Bay	9
8/9/2026	Program	Yoga by the Bay	12
8/15/2026	Program	Gardening Workshop	39
8/16/2026	Program	Yoga by the Bay	15
8/23/2026	Program	Yoga by the Bay	12
8/30/2026	Program	Yoga by the Bay	20
8/4/2026	Photo	Hillary Perdomo	5
8/4/2026	Photo	Zamira Jimenez	5
8/6/2026	Photo	Yenesis Fernandez	5
8/6/2026	Photo	Nataly Hernandez	5
8/6/2026	Photo	Audrey Norori	5
8/9/2026	RENTAL	Duran Baby Shower	40

8/10/2026	Photo	Eva Gursamuz	5
8/10/2026	Photo	Luciana Duran	5
8/11/2026	Photo	Hanna Sotomayor	5
8/13/2026	Photo	Karen Martinez	5
8/17/2026	Waiver	Cutler Bay Community Theater	20
8/31/2026	Photo	Sari Torres	5

October 2026 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet at the Park: Monday – Friday 4-8pm
- I9 Sports: Saturdays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm - 8:30pm
- Juventus Soccer Club: 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
- Wieners & Friends Bark Bash, October 4, 11am-2pm
- Principal's Welcome Reception, October 21, 12pm-1pm
- Halloween Trick or Treat and Movie Night, October 24, 6-9pm

Perrine Community House

- 1 Rental
- 0 Waiver
- 1 Program
- 0 Event

Thalatta Estate

- 0 Rental
- 0 Rehearsal
- 8 Photoshoot
- 0 Event
- 1 Programs
- 2 Waiver

Ludovici Park

- Waiver-Cutler Bay Community Theater – Mondays, 6/9 - at 7pm
- Waiver-Musicore – first, second and third Tuesdays of the month and second and forth Thursdays of the month at 4-6 pm
- Waiver-VPB Library Teen Advisory – every Wednesday at 4pm
- Waiver-VPB Library Coloring – Second and fourth Thursday of the month at 5pm
- Waiver-VPB Library Adult Book Club - Third Thursday of the month at 3pm
- Waiver-Garden Club – fourth Tuesday of the month at 6 pm
- Program-Core and Stretch Class – every Wednesday at 10:30am
- Waiver-Casa Italia- Every Saturday of the month at 9am
- Hold-Rental-Saturday October 17 at 12pm
- Waiver-Be Strong Intl, Friday, October 30 at 10am

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 at 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
- Purchase Order approved for purchasing 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 permits 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
- Notice To Proceed 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 Notice To Proceed - August 2026

PUBLIC SERVICES

August

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	August	Aug. Prev. Year	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	6	4	10	182
Graffiti Removal	0	0	0	0	0	1	0	1	3	2	3	8	2	0	1	2	11
Pothole/ Shoulder Repairs	5	6	5	16	8	5	4	17	12	5	2	19	4	6	4	10	62
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	42.49	19.94	71.61	241.18
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**	**54.49**	**28.94**	**93.61**	**496.18**
STREET AND ROW INSTALLATION																	
Sidewalks (linear ft.)	0	780	1207	1987	1065	165	0	1,230	113	197	155	465	0	185	0	185	3,867
Paving (linear ft.)	0	0	0	0	5060	4096	0.00	9,156	1484	0	60	1,544	0	0	0	0	10,700
Trees Planted (EA)				0			29.00	29				0	15	4		19	48
TOTAL STREET & ROW INST.	**0**	**780**	**1207**	**1987**	**6125**	**4,261**	**0**	**10,386**	**1,597**	**0**	**215**	**1,812**	**0**	**0**	**0**	**0**	**14,567**
STORMWATER																	
Drain Cleaning/ Repairs	83	52	74	209	59	86	95	240	62	97	127	286	131	127	45	258	993
Catch Basin	61	52	33	146	54	40	94	188	59	82	111	252	117	103	45	220	806
Outfalls	3	0	32	35	0	1	0	1	1	11	5	17	2	8	42	10	63
Linear Feet Pipe	6428	1601	6677	14706	1320	4955	2623	8898	1323	3324	5696	10343	2828	7283	7623	10111	44058
Canal Cleaning/ Clearing (Linear Feet)	0	0	0	0	0	0	0	0	7874	0	0	7874	0	0	0	0	7874
Flooding Investigations & Resolutions	3	0	0	3	1	0	0	1	2	1	2	5	1	1	0	2	11
Complaints Reported to MDC	1	10	9	20	4	2	3	9	5	3	2	10	1	7	18	8	47
TOTAL STORMWATER ACTIVITIES	**6579**	**1,705**	**6825**	**6579**	**1438**	**5084**	**2815**	**9337**	**9326**	**3518**	**5943**	**18787**	**3080**	**7529**	**7773**	**10609**	**45312**
INSPECTIONS																	
Sidewalks/ Driveways	13	17	35	65	10	18	7	35	21	29	31	81	10	22	4	32	213
Paving/ Drainage	32	30	20	82	9	11	5	25	16	18	22	56	27	21	2	48	211
TOTAL INSPECTIONS	**45**	**47**	**55**	**147**	**19**	**29**	**12**	**60**	**37**	**47**	**53**	**137**	**37**	**43**	**6**	**80**	**424**
Total Complaints in the month reported to MDC	12	11	9	32	4	2	3	9	5	3	2	10	1	7	18	8	59

Capital Projects

- For Sub Basin 12, installation of Catch Basins and storm sewer connections to trunk line are now complete.
- Continuing Services Consultant RFP submittal date changed to September 11th.
- We received bid from a vendor, namely Freebee, for the Transit Services Vendor ITB.
- Headley submitted VPB Permit application, shop drawings, etc., for Public Services Parking Lot Improvements. Notice To Proceed issued for September 14th, 2026.
- Working with UrbanSDK to prioritize 20 mph speed limit sign installation program. We have 100 sign panels in inventory, ready for deployment plan.
- Had meeting with a vendor for Village wide pavement assessment update, who is currently providing similar service to Miami Dade County, awaiting confirmation on pricing.
- Continue working with Miami Dade County regarding SW 87TH Avenue bridge, neighborhood protection, and revised ILA.

Upcoming Projects

- **Items for September Regular Council meeting include the following:**
  1. Stormwater Fee Adjustment
  2. Recommendation of Award for Freebee to operate IBUS Service
  3. Recommendation of Award for Kimley Horn to complete Stormwater Master Plan Update
  4. Recommendation of approval of Change Order associated with Drainage Sub Basin 44, to cover project modifications (i.e. additional localized drainage, speed hump installation, supplementary asphalt, and added striping

- Commencement of construction for Public Services Parking Lot is scheduled for September 14th, pending VPB permit approval. Working with Zoning & Building for possible plan revision for lighting spillover concerns, parking setback, and landscaping.
- Sub Basin 12 should be near substantial completion by the end of the month; all drainage infrastructure has been installed. Contractor will be completing trench restoration, swale restoration, and full roadway restoration throughout September.
- Sub Basin 42 has been reviewed by EOR, VPB Permit being finalized, and plan to issue Notice To Proceed for October. Will coordinate door hangar distribution prior to construction.
- 2 of 3 Localized Drainage sites are substantially complete, balance should be complete by the end of the month.
- Will review Continuing Service Consultant proposals, plan to take recommendation of award for October Regular Council Meeting
- Working with procurement to advertise Invitation To Bid for Coral Reef Park Boat Ramp Project
- Village wide sidewalk replacement for FY25-26 expected completion by months end.

POLICE

August

- South Florida Crime Prevention Association Meeting
- Citizen Crime Watch meeting
- National Night Out
- Start of School festivities
- DARE class at Coral Reef Elementary School
- Crimes/Calls for Service:

August
2 Auto Thefts
0 Commercial Burglaries
0 Residential Burglaries
10 Vehicle Burglaries
1 Robbery
14 Domestic Dispute/Disturbance
11 Baker Acts
34 Crashes

Upcoming Events October

- RAD Class at Village Hall
- Florida Crime Prevention Association Conference
- DARE classes at Howard Drive, Coral Reef, and Dr. Henry E. Perrine Elementary Schools
- Youth Crime Watch at Howard Drive and Coral Reef Elementary Schools
- Citizens' Crime Watch monthly meeting

Planning & Zoning Department

August

FY2025-2026 Budgeted Projects

- Administrative Variance Applications received: 0
- Administrative Site Plan Review Applications Received:
  - SP-26-009 Westminster
- Zoning Verification Letter: 0
- Zoning Hearing Applications Received: 1
- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 54
  - Planning and Zoning Inspections: 140
- Business Tax:
  - New Business Tax: 18
  - Renewals BTR: 237
  - New Certificate of Use: 13
  - Renewals CU: 33
- GOGov Permits:
  - Garage Sale: 20
  - 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: 53
  - Close Cases: 60
  - Citations Issued: 17
  - Special Master cases: No hearing for August

Upcoming Events

- September 28, 2026, Zoning Hearing
- September 22, 2026, Special Master Hearing

Sustainability and Resiliency

August

- CRS
  - Working with WSP on reducing rank from #5 -> #4
  - No recertification process necessary for this year
  - Received funding from FDEM to update SWMP!! Contract for approval will be at September Council meeting
  - Floodplain management code changes to be presented on September 28 ZH

- USA 250 Celebration



- Planning full scale monthly celebration in collaboration with Communications
- Next scheduled meeting: Thursday, August 27, 2026

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

  September 2026
  - Student photography competition from September 21-October 23
  - "What America Means to Me"

- 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
  - Volunteer Cleanup for International Coastal Cleanup date on September 19 from 8:30am-10:30am
  - Cleanup path will be along shared-use path on Old Cutler Road from SW 168 Street to SW 184 Street

- 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: 580 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 in September 2026

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 2026
SUBMITTED BY:	Missy Arocha, Village Attorney's Office
ITEM TYPE:	Report
AGENDA SECTION:	VILLAGE ATTORNEY'S REPORT
SUBJECT:	Attorney Expenses
SUGGESTED ACTION:	

ATTACHMENTS:
Weiss Serota 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

September 8, 2026
Invoice # 322714

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

For Professional Services Rendered

Date		Services	Hours	Amount
08/18/26	jjq	Communicate With Client Re Recent Public Records Requests	0.20	62.50
08/19/26	jjq	Review And Analyze Potentially Responsive Documents Re PRR-2026-177; Communicate With Client Re Same; Review And Analyze Potentially Responsive Documents Re PRR-2026-142; Communicate With Client Re Same	1.30	406.25
08/20/26	jjq	Research Concerning Confidentiality Of Security Recordings; Advise Client Re Same	0.40	125.00
08/22/26	jj	Review PRR 2026-107	4.00	1,250.00
08/25/26	jjq	Communicate With Client Re Pending Public Records Matters	0.30	93.75
08/25/26	jjq	Review And Analyze Documents Potentially Responsive To PRR-2026-142; Finalize Same; Review And Analyze Documents Potentially Responsive To PRR-2026-141; Finalize Same; Communicate With Client Re Same	0.80	250.00
Total Professional Services			**7.00**	**$2,187.50**

Invoice Summary

For Professional Services	2,187.50
For Disbursements Incurred	0.00
Total this Invoice	**$2,187.50**

Payments Can Be Wire Transferred To:
[redacted]

[redacted]

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

September 8, 2026
Invoice # 322715

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

For Professional Services Rendered

Date		Services	Hours	Amount
08/03/26	cg	Draft Anti-DEI Certification, Evaluate Statute's Implementation, And Confer Re Same	0.70	218.75
08/04/26	jem	Conference Regarding Art In Public Places Advisory Board Agreement	0.30	93.75
08/04/26	cb	Follow Up On Items Relating To Micromobility Matters	0.20	62.50
08/05/26	jem	Prepare For And Attend Meeting With Andrea Candelaria Regarding Contract For Art In Public Places	0.70	218.75
08/06/26	jem	Communicate (in firm) Regarding Request For Update And Immediate Action Regarding People's Dock Access	0.40	125.00
08/06/26	jjq	Communications With Client Re People's Dock Matters; Review And Analyze Road Transfer Agreement; Research Historical Issues And Documents Re People's Dock; Conference Re Same; Develop Strategy Re Same	1.30	406.25
08/07/26	jjq	Review And Analyze Code Re Manager Report Matters; Communicate With Client Re Same; Communicate With Client Re International Coast Cleanup Day; Review And Analyze Proposed Volunteer Waiver Form; Analyze Issues Re Same; Communicate With Client Re Waterways Items	1.10	343.75
08/10/26	jem	Review And Revise International Coast Cleanup Day Volunteer Waiver; Follow Up Re Same	1.20	375.00
08/10/26	jem	Draft AIPP Agreement With Tone Calle For Copper Pyramid Project	0.30	93.75
08/11/26	ram	Review And Analyze Village Attorney's Response Regarding Candidate Crawford	0.30	93.75

For Professional Services Rendered

Date		Services	Hours	Amount
08/12/26	jem	Conference Regarding Art In Public Places Copper Pyramid Agreement	0.20	62.50
08/13/26	jjq	Communicate With Client Re Advisory Board Matters; Review And Analyze Code Re Same	0.50	156.25
08/13/26	eom	Research And Review Online Public Records Re Legal Status of People Dock	0.80	250.00
08/14/26	jjq	Conference With Client Re People's Dock Matters, Roadway Authority Issues, And Village Code Requirements; Communications With Client Re Elections Matters; Communicate With Ms. Prieto Re Same; Follow Up Re Same	1.60	500.00
08/17/26	jem	Communicate (with client) Regarding International Coast Cleanup Day Form	0.20	62.50
08/17/26	jem	Communicate (with client) Regarding Unity Of Title For Preowned Lot	0.30	93.75
08/17/26	jem	Review And Revise RFP 2026-44-017	5.60	1,750.00
08/18/26	jjq	Communications With Client Re Proposed Legislation; Review And Analyze Same; Conference Re Same	1.30	406.25
08/18/26	jem	Conference Regarding RFP Draft For Replacement Of Disaster Recovery Systems	0.20	62.50
08/19/26	jem	Analyze Chapter 2026-65 And Revise Draft Data Center Ordinance	1.90	593.75
08/19/26	jem	Review And Analyze Notice Letter Regarding Signs At Coral Reef Park, Karen J. Haas	0.20	62.50
08/19/26	jem	Conference Regarding Art In Public Places Agreement	0.20	62.50
08/19/26	jjq	Review And Analyze Haas Park Demand; Research Re Same; Conference Re Same; Communicate With Client Re Same	0.80	250.00
08/20/26	jjq	Conference Concerning Proposed Data Center Legislation; Research Re Applicability Of SB 180 Re Same; Conference Re Same; Communications With Client Re Same	1.20	375.00
08/20/26	jem	Revise Data Center Ordinance And Communicate Internally Regarding The Same	0.90	281.25
08/20/26	jem	Communicate (with client) Regarding Status Update On Art In Public Places Contract	0.20	62.50
08/21/26	jem	Conference Regarding Data Center Ordinance	0.20	62.50
08/21/26	jem	Revise Agreement For Copper Pyramid of Art & Energy By Tone Calle	4.60	1,437.50
08/21/26	jjq	Research Concerning Telecommunications Matters Re Data Centers	0.70	218.75
08/22/26	jjq	Communicate With Client Re ADA Park Signage	0.20	62.50
08/24/26	jem	Conference Regarding Review Of Date Center Ordinance And Review Request For Clarification Of The Ordinance	0.40	125.00
08/24/26	jem	Review And Revise Memorandum And Resolution For ADA Digital Accessibility Audit	1.60	500.00
08/24/26	jjq	Communications With Client Re People's Dock Matters; Advise Client Re Elections Communications Restrictions; Review And Analyze Same	0.80	250.00
08/24/26	jem	Conference Regarding Art In Public Places Agreement Revision	0.20	62.50

For Professional Services Rendered

Date		Services	Hours	Amount
08/24/26	jem	Communications Regarding The Proposed Homestead Referendum And Affiliated Flyer	0.20	62.50
08/25/26	jem	Telephone Call With Client Concerning Data Center Ordinance. Communicate Internally Regarding The Same	0.30	93.75
08/25/26	lsl	Review And Analyze Issues Regarding Indemnification And PSA Form	0.50	156.25
08/25/26	jem	Conference Regarding Art In Public Places Agreement	0.20	62.50
08/25/26	jjq	Communications With Client Re People's Dock Issues; Research And Revise Re Same	0.60	187.50
08/26/26	jjq	Review And Revise Floodplain Management Regulations Agenda Memo; Communicate With Client Re Same	0.50	156.25
08/27/26	jem	Review And Revise Resolution On Digital Accessibility	0.90	281.25
08/27/26	jjq	Communicate With Client Re Facility Use Disclaimer; Research Re Same; Preparation Of Same; Revise Same; Conference Concerning ADA Website Obligations	0.80	250.00
08/27/26	jem	Conference Regarding Art In Public Places Contract For Copper Pyramid	0.70	218.75
08/27/26	dfc	Review And Revise Artist Agreement For September Meeting	1.00	312.50
08/28/26	jjq	Review And Revise Resolution Re People's Dock; Communications With Client Re Same; Conference With Client Re Pending Agenda Matters And Upcoming Council Meetings; Attend To Issues Re Same; Finalize Proposed Legislation; Communications With Client Re Same	1.20	375.00
08/28/26	jem	Review And Analyze Exhibit B For Copper Pyramid Proposal	0.20	62.50
08/31/26	jjq	Preparation For Regular Council Meeting	0.90	281.25
08/31/26	jjq	Review And Revise Proposed EEL Funding Resolution; Communicate With Client Re Same; Review And Revise Proposed Pickleball Center Resolution; Communicate With Client Re Same	0.60	187.50
08/31/26	jem	Communicate (with client) Regarding Copper Pyramid Project Schedule	0.30	93.75
08/31/26	jem	Review Communication With Village Officials Regarding Draft LPA & Zoning Hearing Notice	0.20	62.50
Total Professional Services			**40.40**	**$12,625.00**

For Disbursements Incurred

Date	Description	Amount
	Westlaw Research	1.35
Total Disbursements Incurred		**$1.35**

Invoice Summary

For Professional Services	12,625.00
For Disbursements Incurred	1.35
Total this Invoice	**$12,626.35**

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

September 8, 2026
Invoice # 322716

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

For Professional Services Rendered

Date		Services	Hours	Amount
08/04/26	jjq	Conference Concerning Hgreg Kendall Unity Of Title; Communicate With Client Re Same	0.50	156.25
08/04/26	kme	Receipt And Review Of Revisions To Unity Of Title, And Application Review	0.80	250.00
08/14/26	jjq	Communicate With Ms. Leite Re 9730 SW 182 Street; Communicate With Client Re Same; Communications With Client Re Potential HGreg Unity; Analyze Code Re Same; Analyze Potential Issues Re Same	0.90	281.25
08/17/26	jjq	Conference Concerning HGreg Unity Matters; Communicate With Client Re Same	0.50	156.25
08/19/26	jem	Communicate (with client) Regarding Title Of Unity For Preowned Lot	0.20	62.50
08/20/26	jjq	Review And Revise LPA And Zoning Hearing Notices; Communicate With Client Re Same	0.30	93.75
08/20/26	jem	Prepare For And Attend Meeting With Client Regarding Use Of Properties 33-5032-004-2920 And 33-5032-004-2840.	0.70	218.75
08/20/26	lad	Revise DRC for Milk Planning; Confer Re Same	0.80	250.00
08/24/26	jjq	Communications With Client Re Restrictive Covenant Matters; Conference Re Same	0.40	125.00
08/24/26	lad	Review Opinion of Tile; Draft Declaration of Restrictive Covenants (Milk Planning; 9730 SW 182 St)	1.30	406.25
08/25/26	jjq	Communicate With Client Re Stormwater Comprehensive Plan Analysis; Communicate With Client Re Workshop Issues; Communicate With Client Re Data Center Proposal; Conference re Same; Follow Up On Issues Re Same; Conference Concerning Same	1.20	375.00

For Professional Services Rendered

Date		Services	Hours	Amount
08/25/26	jjq	Review And Revise Declaration Of Restrictive Covenants Re 9730 SW 182 Street; Conference Re Same	0.40	125.00
08/25/26	lad	Finalize DRC with Milk Planning; Confer Re Same and Terms	0.80	250.00
08/27/26	jjq	Review, Revise And Approve Proposed Notices	0.20	62.50
Total Professional Services			**9.00**	**$2,812.50**

Invoice Summary

For Professional Services	2,812.50
For Disbursements Incurred	0.00
Total this Invoice	**$2,812.50**

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

September 8, 2026
Invoice # 322717

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

For Professional Services Rendered

Date		Services	Hours	Amount
08/20/26	jjq	Review And Revise Stormwater Master Plan Resolution; Communications With Client Re Same; Follow Up Re Same	0.60	187.50
08/21/26	jjq	Review And Revise Stormwater Fee Ordinance; Communicate With Client Re Same	0.50	156.25
08/24/26	jjq	Review And Analyze Proposed DEM Sub-Recipient Agreement; Communicate With Client Re Same	0.70	218.75
08/24/26	csf	Research People's Dock Issues	0.50	156.25
08/27/26	jjq	Research Concerning Traffic And Speed Regulations; Analyze Road Transfer Issues; Communications With Client Re Road Regulation Matters	0.80	250.00
08/27/26	rcp	Research Relating To Speed Limits; Confer Internally Regarding Municipal Models For Speed Limit Ordinance And Confer	0.50	156.25
Total Professional Services			**3.60**	**$1,125.00**

Invoice Summary

For Professional Services	1,125.00
For Disbursements Incurred	0.00
Total this Invoice	**$1,125.00**

Payments Can Be Wire Transferred To:

[redacted]

[redacted]

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

September 8, 2026
Invoice # 322718

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

For Professional Services Rendered

Date		Services	Hours	Amount
08/12/26	jjq	Review And Revise Proposed Budget Ordinance; Revise And Revise Agenda Memo Re Same; Review And Revise Proposed Millage Ordinance; Revise And Revise Agenda Memo Re Same; Communicate With Client Re Budget Hearing Items	0.60	187.50
08/31/26	jjq	Preparation For Budget Hearings	0.80	250.00
08/31/26	jjq	Communicate With Client Re Budget Hearing Items	0.20	62.50
Total Professional Services			**1.60**	**$500.00**

Invoice Summary

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

Payments Can Be Wire Transferred To:

[redacted]

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

September 8, 2026
Invoice # 322719

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

For Professional Services Rendered

Date		Services	Hours	Amount
08/04/26	jla	Reviewed Correspondences On Enforcement Of Vacation Rental Ordinance	0.40	125.00
08/05/26	jla	Respond To Correspondences On Meeting On Short Term Rental Violations	0.30	93.75
08/05/26	jjq	Communicate With Client Re Short Term Rental Matters	0.20	62.50
08/07/26	jla	Correspondence On Suspension Of Short Term Rental License	0.40	125.00
08/10/26	jjq	Conference With Client Re Short Term Rental Matters	0.60	187.50
08/10/26	jjq	Research Concerning Bond Issues	0.30	93.75
08/10/26	jla	Prepare For And Attend Meeting With Code Enforcement On Departmental Procedures	1.00	312.50
08/10/26	jla	Review And Respond To Correspondence From Vanessa Bencomo On Short Term Rental Ordinance	0.50	156.25
08/10/26	jla	Follow Up On Items From Meeting With Code Enforcement On Departmental Procedures	0.60	187.50
Total Professional Services			**4.30**	**$1,343.75**

Invoice Summary

For Professional Services	1,343.75
For Disbursements Incurred	0.00
Total this Invoice	**$1,343.75**

Payments Can Be Wire Transferred To:
[redacted]

[redacted]

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

September 8, 2026
Invoice # 322720

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

For Professional Services Rendered

Date		Services	Hours	Amount
08/19/26	afs	Review And Analyze Complaint Related To Service Animals And Research Concerning Same	0.50	156.25
08/21/26	afs	Review And Analyze Correspondence From Resident Concerning Service Animals	0.20	62.50
08/21/26	afs	Review And Revise Suggested Language For Signage Related To Service Animals	0.20	62.50
08/26/26	jjq	Communicate With Client Re Background Check Matters	0.20	62.50
08/26/26	afs	Review And Analyze Correspondence From Client Concerning Background Check Ordinance	0.20	62.50
Total Professional Services			**1.30**	**$406.25**

Invoice Summary

For Professional Services	406.25
For Disbursements Incurred	0.00
Total this Invoice	**$406.25**

Payments Can Be Wire Transferred To:

[redacted]

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

September 8, 2026
Invoice # 322722

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

For Professional Services Rendered

Date		Services	Hours	Amount
08/12/26	jjq	Review And Analyze Inquiry Re Sunset East Procurement Opening; Communicate With Client Re Same	0.30	93.75
08/13/26	jem	Review And Analyze Village Code Regarding Contract Provisions To Be Included In Art In Public Places Agreement With Artist	1.20	375.00
08/19/26	jjq	Review And Revise RFP 2026-44-017; Communications With Client Re Same	0.80	250.00
08/25/26	jjq	Review And Revise RFQ# 2026-11-015 - Addendum #3; Research Re Same; Conference Re Same; Communicate With Client Re Same	0.70	218.75
08/28/26	jjq	Review And Analyze Proposed Resolution Re Transportation Procurement; Communicate With Client Re Same	0.30	93.75
Total Professional Services			**3.30**	**$1,031.25**

Invoice Summary

For Professional Services	1,031.25
For Disbursements Incurred	0.00
Total this Invoice	**$1,031.25**

Payments Can Be Wire Transferred To:

[redacted]

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

September 8, 2026
Invoice # 322723

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

For Professional Services Rendered

Date		Services	Hours	Amount
07/21/26	rcp	Review And Provide Feedback Regarding Final Ballot Language For Charter Amendments	0.20	62.50
08/07/26	jjq	Communication With Client Re Elections Matters	0.20	62.50
08/11/26	jjq	Review And Analyze Code And Ethic Provisions Re Candidate With Family Board Member; Advise Client Re Same	0.50	156.25
08/14/26	jjq	Communications With Client Re Advisory Board Matters; Research And Analyze Issues Re Same; Advise Client Re Same	0.70	218.75
08/17/26	jjq	Communications With Client Re Canvassing Board Matters; Review And Analyze Code Re Same; Review And Analyze Master Ballot, Palmetto Bay General And Special Elections; Communicate With Client Re Same	0.70	218.75
08/31/26	jjq	Review And Revise Proposed Notices; Communicate With Client Re Same; Analyze Council Video Re Police District Agenda Item; Attend To Matters Re Micromobility Ordinance; Communicate With Client Re Same	0.50	156.25
Total Professional Services			**2.80**	**$875.00**

Invoice Summary

For Professional Services	875.00
For Disbursements Incurred	0.00
Total this Invoice	**$875.00**

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

September 8, 2026
Invoice # 322724

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

For Professional Services Rendered

Date		Services	Hours	Amount
08/07/26	jem	Conference Regarding Impact Fee Study Information	0.30	93.75
08/31/26	jjq	Review And Analyze Ferris Roof Inspection Demand; Communications With Client Re Same	0.60	187.50
Total Professional Services			**0.90**	**$281.25**

Invoice Summary

For Professional Services	281.25
For Disbursements Incurred	0.00
Total this Invoice	**$281.25**

Payments Can Be Wire Transferred To:

[redacted]

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

September 8, 2026
Invoice # 322725

CLIENT: 2210 - Village of Palmetto Bay
Re: 028 Ethics

For Professional Services Rendered

Date		Services	Hours	Amount
08/27/26	jjq	Communicate With Client Re Voting Inquiry Matters	0.30	93.75
Total Professional Services			**0.30**	**$93.75**

Invoice Summary

For Professional Services	93.75
For Disbursements Incurred	0.00
Total this Invoice	**$93.75**

Payments Can Be Wire Transferred To:

[redacted]

PLEASE INCLUDE INVOICE NUMBER

AGENDA ITEM NO. 7.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 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

Sample Ballot-Palmetto Bay General and Special 11.03.26

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)

OFFICIAL SAMPLE BALLOT BOLETA OFICIAL DE MUESTRA ECHANTIYON BILTEN VÒT OFISYÈL		
General and Special Elections November 3, 2026 Palmetto Bay, Florida	**Elecciones Generales y Especiales 3 de noviembre del 2026 Palmetto Bay, Florida**	**Eleksyon Jeneral ak Espesyal 3 novanm 2026 Palmetto Bay, Florid**
• **Instructions: To vote, fill in the oval completely ⬬ next to your choice. Use only a black or blue pen.** • **If you make a mistake, ask for a new ballot. Do not cross out or your vote may not count.**	• **Instrucciones: Para votar, rellene completamente el óvalo ⬬ ubicado junto a su selección. Utilice solo un bolígrafo de tinta negra o azul.** • **Si comete un error, solicite una nueva boleta. No haga tachaduras o es posible que no se cuente su voto.**	• **Enstriksyon: Pou vote, ranpli oval la okonplè ⬬ akote chwa w fè a. Itilize sèlman plim nwa oswa ble.** • **Si w fè yon erè, mande yon nouvo bilten vòt. Pa bife erè a sinon vòt ou a ka pa konte.**

Palmetto Bay - Mayor
Palmetto Bay - Alcalde
Palmetto Bay - Majistra
(Vote for 1 / Vote por 1 / Vote pou 1)

⬭ Karen Baez-Wallis	184
⬭ Tamara Mourino	185
⬭ David M. Singer	186

Palmetto Bay - Council Member - Seat 1
Palmetto Bay - Concejal - Escaño 1
Palmetto Bay - Manm Konsèy - Syèj 1
(Vote for 1 / Vote por 1 / Vote pou 1)

⬭ Pam Gorman	187
⬭ Tana Llinas	188

Palmetto Bay - Council Member - Seat 3
Palmetto Bay - Concejal - Escaño 3
Palmetto Bay - Manm Konsèy - Syèj 3
(Vote for 1 / Vote por 1 / Vote pou 1)

⬭ Lasaly Changkachith	190
⬭ Carl Crawford	191
⬭ Alan "AlJohn" Farquharson	192
⬭ A.J. "AL" Lara	193

Palmetto Bay Referendum 1
Referendo 1 de Palmetto Bay
Referandòm 1 Palmetto Bay

Public Speakers Home Address Disclosure and Written Comments Distribution

The Village Citizen's Bill of Rights provide that the public can be heard and submit written comments to the Council, Board, Agency, or Department regarding Village issues. The proposed amendment would only require submission of the speaker's name and municipality of residence and that written comments be submitted and distributed prior to any meeting of the Village Council, Board, Agency, or Department.

Shall the above-described Charter amendment be adopted?

Divulgación de la dirección de los participantes del público y distribución de comentarios escritos

La Carta de los Derechos de los Ciudadanos del Municipio establece que el público puede presentar comentarios relativos a asuntos del Municipio, de manera oral o escrita, ante el Concejo, o una junta, agencia o departamento. La enmienda propuesta solamente exigiría que los participantes del público indiquen su nombre y municipio de residencia y que los comentarios escritos se envíen y distribuyan antes de cualquier reunión del Concejo, o de una junta, agencia o departamento del Municipio.

¿Deberá aprobarse la enmienda a la Carta Constitucional antes descrita?

Divilgasyon adrès kay moun ki ap pran lapawòl nan odyans piblik epi distribisyon kòmantè ekri

Deklarasyon Dwa Sitwayen Minisipalite a prevwa ke piblik la kapab fè tande vwa li e soumèt kòmantè bay Konsèy Minisipal la, yon Konsèy, yon Ajans oswa yon Depatman konsènan afè Minisipalite a. Amannman pwopoze a ta sèlman egzije moun ki ap pran lapawòl la bay non li ak minisipalite kote li abite epi li dwe soumèt e distribiye kòmantè ekri yo anvan tout reyinyon Konsèy Minisipal, reyinyon Konsèy, reyinyon Ajans oswa reyinyon Depatman.

Èske amannman Konstitisyon ki dekri anwo a ta dwe adopte?

⬭	Yes/Sí/Wi	346
⬭	No/No/Non	347

Palmetto Bay Referendum 2
Referendo 2 de Palmetto Bay
Referandòm 2 Palmetto Bay

Sale, Conveyance, Exchange, License or Lease of Village Owned Property

The Charter currently requires a majority vote of electors to approve the sale or exchange of Village-owned park property, and for any lease of such property exceeding five years. The proposed amendment requires 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.

Shall the above-described Charter amendment be adopted?

Venta, cesión, intercambio, licencia o arrendamiento de propiedades del Municipio

Actualmente, la Carta Constitucional exige un voto mayoritario de los electores para aprobar la venta o el intercambio de propiedades del Municipio destinadas a parques y para cualquier arrendamiento de esas propiedades que supere los cinco años. La enmienda propuesta exige la aprobación de la mayoría de los electores para cualquier venta, cesión, intercambio, transferencia, arrendamiento o licencia de propiedades del Municipio, excepto en el caso de arrendamientos por un plazo de tres años o menos.

¿Deberá aprobarse la enmienda a la Carta Constitucional antes descrita?

Vant, transfè tit, echanj, lisans, oswa kontra lwaye pwopriyete Minisipalite a posede

Konstitisyon an egzije aktyèlman yon vòt majorite elektè yo pou apwouve vant oswa echanj pwopriyete pak Minisipalite a posede, ak pou yon kontra lwaye pwopriyete sa a ki depase senk ane. Amannman pwopoze a egzije yon apwobasyon majorite votè yo pou tout vant, transfè tit, echanj, transfè, kontra lwaye oswa lisans pwopriyete Minisipalite a, eksepte pou kontra lwaye ki gen yon dire twa ane oswa mwens.

Èske amannman Konstitisyon ki dekri anwo a ta dwe adopte?

⬭	Yes/Sí/Wi	348
⬭	No/No/Non	349

Palmetto Bay Referendum 3
Referendo 3 de Palmetto Bay
Referandòm 3 Palmetto Bay

Requiring Consideration of Village Acquisition of "USDA Property" if it Becomes Available

The United States Department of Agriculture owns property in the Village at approximately SW 136 Street and SW 67 Avenue. Though not at this time, the property could one day become available. If it does, the proposed amendment would require the Village to use its best efforts to acquire the property for public park, recreational and/or open space purposes and protect it with a restrictive covenant.

Shall the above-described Charter amendment be adopted?

Exigir que se considere la posibilidad de que el Municipio adquiera un terreno de "propiedad del USDA" si llega a estar disponible

El Departamento de Agricultura de los Estados Unidos es dueño de una propiedad ubicada en el Municipio, aproximadamente entre SW 136 Street y SW 67 Avenue. Aunque en estos momentos la propiedad no está disponible, podría estarlo en el futuro. En tal caso, la enmienda propuesta exigiría que el Municipio haga todo lo posible por adquirir la propiedad para usarla como parque público o espacio recreativo y/o abierto y por protegerla mediante un convenio restrictivo.

¿Deberá aprobarse la enmienda a la Carta Constitucional antes descrita?

Pou mande Minisipalite a konsidere fè akizisyon "pwopriyete USDA" a si li vin disponib

Depatman Agrikilti Etazini posede pwopriyete nan Minisipalite a nan apeprè SW 136 Street ak SW 67 Avenue. Byenke se pa nan moman sa a, pwopriyete a ka vin disponib yon jou. Si li vin disponib, amannman pwopoze a ta egzije Minisipalite a fè tout mwayen posib li pou li akeri pwopriyete a pou pak piblik, pou kesyon rekreyatif ak/oswa espas ouvè epi pwoteje li avèk yon konvansyon restriktif.

Èske amannman Konstitisyon ki dekri anwo a ta dwe adopte?

⬭	Yes/Sí/Wi	350
⬭	No/No/Non	351

Palmetto Bay Referendum 4
Referendo 4 de Palmetto Bay
Referandòm 4 Palmetto Bay

Establishing Single Member Districts for Councilmembers

The Charter currently provides at large elections for Mayor, Vice Mayor, and Councilmembers. The proposed amendment would make Councilmember Seats 1, 2, and 3 single member districts beginning with the regular election for Seat 2 in 2028 and Seats 1 and 3 in 2030. The amendment would also establish redistricting standards and maintain at large elections for Mayor and Vice Mayor.

Shall the above-described Charter amendment be adopted?

Establecimiento de distritos de miembros únicos para los concejales

Actualmente, la Carta Constitucional establece que se realicen elecciones generales para los cargos de Alcalde, Vicealcalde y Concejal. La enmienda propuesta haría que los escaños 1, 2 y 3 de concejales pasen a ser distritos de miembros únicos a partir de las elecciones regulares en el caso del escaño 2 en el 2028 y de los escaños 1 y 3 en el 2030. La enmienda también establecería las normas para la redistribución de distritos y mantendría las elecciones generales para los cargos de Alcalde y Vicealcalde.

¿Deberá aprobarse la enmienda a la Carta Constitucional antes descrita?

Pou etabli distri a manm inik pou Manm Konsèy

Konstitisyon an prevwa aktyèlman eleksyon pou Majistra, Majistra Adjwen ak Manm Konsèy Minisipal nan tout Minisipalite a. Amannman pwopoze a ta rann Syèj Manm Konsèy Minisipal 1, 2 ak 3 distri a manm inik apati eleksyon regilye pou Syèj 2 nan ane 2028 ak Syèj 1 ak 3 nan ane 2030. Amannman an ta etabli tou nòm rekonfigirasyon distri e kenbe eleksyon nan tout minisipalite a pou Majistra ak Majistra Adjwen.

Èske amannman Konstitisyon ki dekri anwo a ta dwe adopte?

⬭	Yes/Sí/Wi	352
⬭	No/No/Non	353

Palmetto Bay Referendum 5
Referendo 5 de Palmetto Bay
Referandòm 5 Palmetto Bay

Council Term Limits and Waiting Period at Conclusion of Service

The Charter currently limits service as Mayor, Vice-Mayor, or Councilmember to two consecutive terms in the same office and three consecutive terms for a combination of offices. The proposed Amendment applies a term limit to consecutive terms and requires a four-year period after reaching the applicable term limit. The proposed Amendment will not apply to officials holding office on November 2, 2026.

Shall the above-described Charter amendment be adopted?

Límites de mandatos del Concejo y período de espera al concluir el servicio

Actualmente, la Carta Constitucional limita el tiempo de servicio como Alcalde, Vicealcalde o Concejal a dos mandatos consecutivos en el mismo cargo y a tres mandatos consecutivos en una combinación de cargos. La enmienda propuesta aplica un límite a los mandatos consecutivos y exige que transcurran cuatro años después de alcanzar el límite de mandato correspondiente. La enmienda propuesta no se aplicará a los funcionarios que estén ocupando cargos el 2 de noviembre del 2026.

¿Deberá aprobarse la enmienda a la Carta Constitucional antes descrita?

Limit manda nan Konsèy Minisipal la epi peryòd atant apre fen sèvis

Konstitisyon an limite aktyèlman sèvis kòm Majistra, Majistra Adjwen oswa Manm Konsèy Minisipal a de (2) manda konsekitif nan menm fonksyon an e twa manda konsekitif pou yon konbinezon fonksyon. Amannman pwopoze a etabli yon limit manda pou manda konsekitif epi li egzije yon peryòd kat ane apre yon moun atenn limit manda aplikab la. Amannman pwopoze a pap aplikab pou ofisyèl ki an fonksyon nan dat 2 novanm 2026.

Èske amannman Konstitisyon ki dekri anwo a ta dwe adopte?

⬭	Yes/Sí/Wi	354
⬭	No/No/Non	355

Palmetto Bay Referendum 6
Referendo 6 de Palmetto Bay
Referandòm 6 Palmetto Bay

Pedestrian, Bicycling, and Golf Cart Facilities in Roadway Improvements Projects

It is proposed to add a Village Charter section requiring pedestrian, bicycling, and golf cart facilities in roadway improvement projects, unless waived by a vote of at least 4 Councilmembers and written findings that such facilities are infeasible or disproportionate to overall project costs. The amendment also creates a dedicated Transportation Fund, using existing transportation revenues, for mobility and safety improvements like sidewalks, bike paths, and traffic calming.

Shall the above-described amendment be adopted?

Instalaciones para peatones, ciclistas y carritos de golf en proyectos de mejoras viales

Se propone añadir una sección a la Carta Constitucional del Municipio que exija la inclusión de instalaciones para peatones, ciclistas y carritos de golf en los proyectos de mejoras viales, a menos que se apruebe una excepción mediante el voto de cuatro concejales como mínimo y un dictamen por escrito que indique que dichas instalaciones son inviables o desproporcionadas en relación con los costos del proyecto en general. La enmienda crea también un Fondo de Transporte exclusivo en el que los ingresos existentes del sector de transporte se utilicen para mejoras de movilidad y seguridad como aceras, ciclovías y medidas de atenuación del tráfico.

¿Deberá aprobarse la enmienda antes descrita?

Enstalasyon pou pyeton, bisiklèt ak mobilèt teren gòlf nan pwojè amelyorasyon wout

Yo pwopoze ajoute yon seksyon nan Konstitisyon Minisipal la ki egzije enstalasyon pou pyeton, bisiklèt ak mobilèt teren gòlf nan pwojè amelyorasyon wout, sof si sa anile apati yon vòt omwen 4 Manm Konsèy Minisipal ak konklizyon ekri ki di enstalasyon sa yo pa reyalizab oswa yo a yon pwopòsyon depase parapò a pri yon pwojè koute. Amannman an kreye yon fon ki dedye pou transpò tou, gras a itilizasyon revni transpò ki egziste deja, pou amelyorasyon mobilite ak sekirite tankou twotwa, pis pou bisiklèt, ak apezman sikilasyon.

Èske amannman ki dekri anwo a ta dwe adopte?

⬭	Yes/Sí/Wi	356
⬭	No/No/Non	357

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 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 (July 7, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
2026-07-07-Minutes-AIPP

Art in Public Places Advisory Board
In-Person Meeting Agenda
Village Hall
First Floor Conference Room
9705 East Hibiscus Street, Palmetto Bay, FL 33157
July 7th, 2026, at 6:00 PM

AGENDA

I. Roll call and acknowledgement of visitors.

- Chair Gary Traczyk called the meeting to order at 6:01pm.
  - 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*
    2. Fanny Carmona- *Director of Parks & Recreation*
  - v. *Members of the Public Present*
    1. None.

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

- None.

III. Approval of Meeting Minutes- April 9th, 2026.

- Board Member Susan Feldman motioned, Board Member Pamela Gorman seconded, all voted in favor.

IV. Old Business

- None.

V. Discussion of agenda items

- *Update: SW 152 Street & Old Cutler Road Traffic Circle Art Selection*
  - i. Staff Liaison Andrea Candelaria gave a brief update on the art selection for the long-awaited traffic circle. She mentioned that the Board recommended Gus & Lina Ocamposilva's piece titled *Mangrove Tree* to the Village Council. She went on to mention that at the May 9th, 2026, Regular Council Meeting, the Village Council selected Curtis Pittman's piece titled *Palmetto Rising*. The Village went into contractual negotiations with the artist and have now completed the process. The piece will be installed in Winter 2027.
  - ii. Board members discussed the selected art piece.

iii. Board Members Patricia Rodriguez how the process unfolded. Staff Liaison Andrea Candelaria mentioned that the AIPP Code states that the AIPP Board recommended pieces to the Village Council, but ultimately the Village Council approves the final artwork.

- *Update: Coral Reef Park Copper Pyramid Art*
  i. Staff Liaison Andrea Candelaria gave a brief overview of this art that was recommended by the Board last year. The Copper Pyramid Art revisioning for Coral Reef Park was approved by the Board last year, however, Andrea mentioned that a few processes had to be completed before being brought to the Council, including the decommissioning from the County as well as answering some legal questions.
  ii. Daniela Cimo, an attorney of the Village Attorney's office at Weiss Serota, gave an explanation as to the legalities of the piece. Firstly, she explained that the proposed revisioning was not an unsolicited proposal because the Village reached out to the resident for a reimagining of the piece. Additionally, she mentioned that the price range was within the allowable approval of the Village Manager. Secondly, she mentioned that because this piece was installed before the federal law, Visual Artists Rights Act of 1990 (VARA), the piece doesn't have certain rights to maintain its original form.
  iii. The Board expressed excitement for the piece and willingness to move forward with the project. Staff Liaison Andrea Candelaria mentioned that she will bring this for Council approval at the next Regular Council meeting taking place on September 14, 2026.
  iv. Councilmember Marsha Matson commented that another artist could come forward to the Board to comment that a similar experience happened to him years ago at a Village Park concerning a revisioning. Staff Liaison Andrea Candelaria commented that while the resident may come forward to comment on this past situation, the process of official AIPP approval for a revisioning has taken place for the Copper Pyramid piece; unfortunately, with that past situation, the artist did not go about the official process and is why it resulted in a removal of the artistic pieces that were illegally put on.
- *Art Benches (Board Member Gorman)*
  i. Board Member Patricia Rodrigiuez proposed to the Board to have a call to artist specifically for art benches. She also printed out a copy for the Board to review of similar call to artists in other towns throughout the United States for art benches.
  ii. Staff Liaison Andrea Candelaria inquired for clarity about the call and asked the Board to consider the following for the benches
    1. Location of benches
    2. Quantity of benches
    3. Theme of benches
    4. Dimensions of benches
    5. Allocated budget
  iii. Board members discussed possibilities of Coral Reef Park or Palmetto Bay Park.
  iv. Staff Liaison Andrea Candelaria mentioned that based off of the information from the meeting, she will create a draft call to artist for the Board to review at the next meeting.
  v. Board Member Pamela Gorman also requested for pictures of Coral Reef Park points of view to view where are some possible location for the art benches at

the park. Staff Liaison Andrea Candelaria mentioned she could send to the Board a screenshot of the parks.

VI. New Business

- Staff Liaison Andrea Candelaria mentioned to the Board that she wanted them to start brainstorming about the art component for Veteran's Park. As government property, by Code, the Village is required to place public art on a new property.
- Members discussed and came to an agreement that they would wish for the Village to create a call to artist specifically for art benches for Veterans Park.
- Staff Liaison Andrea Candelaria understood and will create a draft for the Board's approval.

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

- None.

VIII. Selection and list of discussion items for next meeting scheduled for September 10th, 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.
- Through discussion, the Board narrowed down Wednesday, September 9th, 2026, as the possible replacement for the next meeting.
- Staff Liaison Andrea Candelaria mentioned she will be conferring with the Village Clerk to ensure there is no scheduling conflict with this date.

IX. Adjournment

- Chair Gary Traczyk motioned to adjourn, Board Member Pamela Gorman seconded, all voted in favor.
- Meeting adjourned at 6:44 pm.

AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Resiliency Committee Meeting (June 16, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
2026.06.16-Minutes-RC

MINUTES
RESILIENCY COMMITTEE MEETING
TUESDAY, JUNE 16, 2026 – 6:00 PM
Village of Palmetto Bay, Municipal Center, First Floor Conference Room
9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

---

1. **Roll call and acknowledgement of visitors**
   A. **Call to order @ 6:04 PM**
   B. **Committee:**
      i. **The following members were in attendance:** Marsha Matson (Council Liaison), Andrea Candelaria (Administration Liaison), Lasaly Changkachith (Chair), Mohammed Taha (Member), Heidi Faller (Member)
      ii. **The following members were absent:** Veronica Sosa (Member), Zachary Davis (Secretary)

2. **Public Comments, including comments from Village Council, Village Manager, or staff**
   A. No public comments

3. **Approval of Meeting Minutes:**
   A. April 21, 2026 *(pending to be submitted and approved)*
   B. May 13, 2026 *(pending to be submitted and approved)*
      - Minute approvals were tabled until next meeting in September.

4. **Old Business:**
   A. No old business.

5. **Discussion of Agenda Items:**
   A. Continuation of Keep America Beautiful Training
      i. Mallory Coffey completed the training. In the process, she introduced a worksheet for the committee to complete. It will be placed in the Resiliency folder on OneDrive. The committee will have one year to complete the worksheet. It was not determined when the year will begin -- today or at next meeting after Ms Coffey's follow-up.

ii. Andrea handled completing a Keep America Beautiful worksheet document for such things as aggregating contacts and a survey of the community which can be used for creating FAQs, educational documents, etc.
iii. Committee was tasked with gathering answers for the following question from family and friends:
1. What impression would you have about this neighborhood if you're visiting the neighborhood for the first time? What are the pros and cons of this first impression?
iv. Mallory will follow up in September.

B. Update on Keep Beautiful Litter Index
i. Completed in continuation of Keep America Beautiful Training. Chair Lasaly and Member Faller provided feedback of their experience completing the litter index.

C. Resiliency Informational Video Updates
i. Tabled until meeting in September.

D. Canopy issue of Tree-Hatting and propose and informational video from the Tree Board on best practices for trimming trees
i. Tabled until meeting in September.

E. Stormwater Revenue Increase
i. Chair Lasaly asked members to attend, or observe by web, PB council's budget meetings. Stormwater Revenue Increase is important for the village and for future Resiliency projects.

6. New Business:

A. Chair Lasaly presented verbiage for The Woods signage for committee members to review.
i. Two documents were passed to members present. A comment was made to change the language to a level where elementary kids would understand. The one with bullet points was more digestible than the one with two full paragraphs.
ii. An email was sent to Liaison Andrea with the two documents for committee members to review. They are to provide the liaison with comments separately in order to observe sunshine laws.

7. Selection and list of discussion items for the next meeting scheduled for Tuesday, September 15, at 6:00 PM.

A. Requested the presence of the village arborist to assist us with our discussion on tree-hatting and proper tree trimming methods.

8. Adjournment 7:18 PM.

Written & Prepared by Resiliency Committee Chair Lasaly Changkachith.

AGENDA ITEM NO. 8.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Resiliency Committee Meeting (May 13, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
2026.05.13-Minutes-RC

MINUTES
Meeting of the Resiliency Committee
Wednesday, May 13th, 2026 – 6:00 PM
Village of Palmetto Bay, Municipal Center, First Floor Conference Room
9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

---

1) **Roll call and acknowledgement of visitors**
   a) Call to order 6:00 PM
   b) **Committee:**
      i) **The following Resiliency members were in attendance**:
      Lasaly Changkachith (Chair of Resiliency Committee), Zachary Davis (Secretary of Resiliency Committee), Committee member Veronica Sosa, Marsha Matson (Council Liaison), Andrea Candelaria (Resiliency Staff Liaison)
      ii) **The following Resiliency members were in absent:** Committee member Mohammad Taha & Committee member Heidi Faller
   c) **Non-Committee:** Vice Mayor Mark Merwitzer, Mallory Coffey (Keep America Beautiful), and Sherry Carpenter (Keep Florida Beautiful).

2) **Public Comments, including comments from Village Council, Village Manager, or staff**
   a) Vice Mayor Mark Merwitzer presented an overview of the Village's approved stormwater rate study and proposed resiliency-focused stormwater program expansion.
      i) Discussion included sea level rise, extreme heat, flooding, urban forestry, green infrastructure, bioswales, rain gardens, and community education regarding stormwater fees and Equivalent Residential Units (ERUs).

3) **Old Business**:
   a) Discussion of ongoing resiliency initiatives and community outreach efforts.

4) **Discussion of Agenda Items:**
   a) Stormwater Resiliency Program Presentation
      i) Vice Mayor Merwitzer reviewed the recently approved stormwater rate study and the development of an expanded resiliency program.
      ii) Committee discussed urban forestry, tree canopy expansion, permeable surfaces, bioswales, rain gardens, and Biscayne Bay protection.
      iii) Members discussed opportunities for public education regarding stormwater fees and community participation.

iv) Committee requested additional discussion with Village management and Public Works staff regarding implementation and funding.

b) Community Outreach and Education
- **i)** Members discussed public engagement strategies, including social media, educational videos, community events, and outreach materials.
- **ii)** National Night Out and other Village events were identified as opportunities for public education.

c) Keep America Beautiful Affiliation Training
- **i)** Mallory Coffey provided an overview of the Keep America Beautiful affiliation process, organizational requirements, reporting expectations, and available resources.
- **ii)** Committee reviewed the Keep America Beautiful Model for Change framework and affiliate certification requirements.
- **iii)** Members discussed grant opportunities, annual reporting requirements, continuing education requirements, and affiliate benefits.

d) Litter Index Program
- **i)** Keep America Beautiful staff reviewed litter index requirements for certification.
- **ii)** Committee discussed methodology for surveying litter conditions throughout the Village using a standardized rating scale.
- **iii)** Staff presented a proposed map identifying more than forty survey locations distributed across the Village, including residential, commercial, school, park, canal, and bayfront areas.
- **iv)** Committee reviewed survey logistics, documentation procedures, data collection methods, and scheduling options.
- **v)** Motion approved to adopt the proposed litter index survey locations for the Keep Palmetto Bay Beautiful certification process.

e) Litter Prevention Programs and Grant Opportunities
- **i)** Keep Florida Beautiful highlighted cigarette litter prevention programs, tree-related grants, beautification programs, and environmental stewardship opportunities.
- **ii)** Committee discussed enforcement concepts including motion-activated cameras in chronic dumping locations and environmentally sensitive areas.

f) Litter Index Implementation Plan
- **i)** Members discussed dividing survey locations among committee members to improve efficiency.
- **ii)** Committee agreed that surveys could be completed individually or in small groups and submitted to staff for compilation.
- **iii)** Staff will coordinate remaining survey locations and provide mapping resources and reporting instructions.

5) New Business:

a) Continued development of Keep Palmetto Bay Beautiful certification requirements.

b) Future coordination with residents and volunteers to support litter prevention initiatives.

c) Exploration of grant opportunities for environmental restoration, litter prevention, and beautification projects.

6) Request for assistance to Village Council and Village Manager

a) Request participation by the Village Manager and Public Works representatives at a future committee meeting to discuss stormwater program implementation.

b) Support continued development of resiliency-related stormwater infrastructure and community outreach efforts.

c) Support pursuit of Keep America Beautiful affiliation and associated grant opportunities.

7) Adjournment 7:30 PM.

Written & Prepared by Resiliency Committee Secretary Zachary Davis.

AGENDA ITEM NO. 8.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Resiliency Committee Meeting (April 21, 2026)
SUGGESTED ACTION:	

ATTACHMENTS:
2026.04.21-Minutes-RC

MINUTES
Meeting of the Resiliency Committee
Tuesday, April 21st, 2026 – 6:00 PM
Village of Palmetto Bay, Municipal Center, First Floor Conference Room
9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

---

1) **Roll call and acknowledgement of visitors**
   a) Call to order 6:00 PM
   b) **Committee:**
      i) **The following Resiliency members were in attendance**:
      Lasaly Changkachith (Chair of Resiliency Committee), Zachary Davis (Secretary of Resiliency Committee) Committee member Mohammad Taha, Committee member Veronica Sosa, Marsha Matson (Council Liaison), Andrea Candelaria (Resiliency Staff Liaison), Committee member Heidi Faller
   c) **Non-Committee:** Sherry Carpenter (Keep Florida Beautiful) and resident Mike Hernandez.

2) **Public Comments, including comments from Village Council, Village Manager, or staff**
   a) Staff provided updates regarding the Keep Palmetto Bay Beautiful initiative and upcoming volunteer opportunities.
   b) Committee members discussed coastal cleanup concerns, oyster restoration opportunities, and wildlife protection efforts.

3) **Old Business**:
   a) Keep Palmetto Bay Beautiful affiliate program update.
   b) Review of previously approved meeting minutes.
   c) Recycling drive planning and committee volunteer opportunities.
   d) Review of Resiliency Action Plan objectives.

4) **Discussion of Agenda Items:**
   a) Keep Florida Beautiful Presentation
      i) Sherry Carpenter presented an overview of Keep Florida Beautiful and affiliate benefits.
      ii) Discussed litter prevention, beautification, invasive species removal, restoration projects, and volunteer engagement.
      iii) Committee reviewed requirements for affiliate certification, including completion of a community litter index.

iv) Noted potential annual funding opportunities of up to $15,000 and access to grants, training, and statewide resources.

b) Litter Index and Affiliate Training
- **i)** Committee discussed future litter index training sessions.
- **ii)** Members will assist with identifying approximately 30 representative survey locations throughout the Village.

c) Coastal Restoration and Environmental Initiatives
- **i)** Discussed coastal cleanups, oyster restoration opportunities, invasive species management, and habitat restoration.
- **ii)** Committee expressed interest in exploring future partnerships and restoration projects.

d) Resident Presentation – Bay Access Concept
- **i)** Resident Mike Hernandez presented a conceptual proposal to expand public bayfront access near the Paddle area.
- **ii)** Proposal included potential beach enhancements, public gathering areas, and pier concepts.
- **iii)** Committee discussed ownership, permitting requirements, environmental review, mangrove protections, and feasibility considerations.
- **iv)** Members noted significant regulatory barriers associated with mangrove removal and suggested evaluating improvements within already disturbed areas.

e) Approval of Minutes
- **i)** January 26, 2026 meeting minutes approved with correction of Heidi Faller's surname.
- **ii)** Previously tabled December meeting minutes were approved.

f) Recycling Drive
- **i)** Staff confirmed the May 16 recycling drive event.
- **ii)** Collection items include recyclable materials, retired American flags, and expired prescription medications.
- **iii)** Committee members discussed volunteer participation and outreach.

g) Resiliency Action Plan Priorities
- **i)** Reviewed implementation opportunities identified within the Resiliency Action Plan.
- **ii)** Discussed stormwater pocket park grant application status.
- **iii)** Evaluated opportunities for rain gardens, bioswales, green infrastructure, and native landscaping projects.
- **iv)** Members discussed developing a demonstration rain garden project for future budget consideration.

h) Rain Garden Competition Concept
- **i)** Committee discussed adapting concepts similar to EPA Campus RainWorks competitions.
- **ii)** Considered engaging local students and schools in design submissions for future stormwater demonstration projects.

i) Educational Video Program
- **i)** Reviewed outreach video calendar and upcoming educational content.

ii) Topics discussed included septic system maintenance, hurricane preparedness, turtle conservation, litter prevention, fishing-line impacts, Biscayne Bay stewardship, and clean energy.

iii) Committee members volunteered to assist with future video content.

j) Tree Recommendations and Carbon Sequestration List

i) Reviewed draft list of recommended trees and shrubs emphasizing carbon sequestration, resiliency, and environmental benefits.

ii) Discussed refinement of recommendations prior to submission to the Tree Advisory Board.

iii) Members agreed to continue coordination with the Tree Advisory Board.

5) New Business:

a) Discussion of future volunteer opportunities through Keep Palmetto Bay Beautiful.

b) Consideration of fishing-line disposal stations in environmentally sensitive areas.

c) Discussion of future cleanup events and community engagement initiatives.

6) Request for assistance to Village Council and Village Manager

a) Continue support for Keep Palmetto Bay Beautiful certification efforts.

b) Consider resiliency-related budget requests for rain gardens, bioswales, and green infrastructure demonstration projects.

c) Support coordination with Miami-Dade County and external agencies regarding environmental restoration opportunities.

7) Adjournment 7:28 PM.

Written & Prepared by Resiliency Committee Secretary Zachary Davis.

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 2026
SUBMITTED BY:	Missy Arocha, Village Manager's Office
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, 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) (Passed on First Reading on September 14, 2026, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Stormwater Fee
Exhibit A-Raftelis Stormwater Report
Exhibit B-Rate Study

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~~ $16.00 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.

Article III – Stormwater Management.

Section 15-107. Fee schedule and payment.

(a) The village service fee per ERU billing shall be ~~$13.00~~ $16.00 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 5th day of October 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:

Council Member Patrick Fiore	YES
Council Member Steve Cody	YES
Council Member Marsha Matson	YES
Vice-Mayor Mark Merwitzer	YES
Mayor Karyn Cunningham	YES

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



THIS PAGE INTENTIONALLY LEFT BLANK

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

Contents

1. Executive Summary 1
- 1.1. Introduction 1
- 1.2. Summary of Study Results 2
- 1.3. Observations and Recommendations 4

2. Introduction 5
- 2.1. Background 5

3. Customers and Revenues 6
- 3.1. General 6
- 3.2. Existing Stormwater Rates 6
- 3.3. Customer Growth and Revenue Projection 6

4. Revenue Requirements 8
- 4.1. General 8
- 4.2. Operating and Maintenance Expenses 8
- 4.3. Capital Improvement Plan 9
- 4.4. Existing and Proposed Debt 10
- 4.5. Total Revenue Requirements 10

5. Revenue Sufficiency 11
- 5.1. General 11
- 5.2. Revenue Sufficiency Forecast 11
- 5.3. Cash Balances 13
- 5.4. Debt Service Compliance 14
- 5.5. Proposed Residential Stormwater Rates and Comparisons 15

Tables

Table ES-1: Proposed Rate Adjustments 3
Table 1: Historical and Projected Customer Growth 6
Table 2: Projected Rate Revenues from Existing Fees 7
Table 3: Budgeted and Projected Operating Expenditures 9
Table 4: FY 2026 - FY 2031 Capital Improvement Plan Project Listing 9
Table 5: Anticipated Debt 10
Table 6: Total Annual Revenue Requirements 10
Table 7: Revenue Sufficiency at Existing Rates 11
Table 8: Proposed Rate Adjustments 11
Table 9: Revenue Sufficiency at Proposed Rates 12
Table 10: Ending Cash Balances 13
Table 11: Debt Service Coverage Projection 14

Figures

Figure ES-1: Revenue Sufficiency at Existing and Proposed Rates 3
Figure ES-2: Comparison of Residential Stormwater Rates 4
Figure 1: Revenue Sufficiency at Existing and Proposed Rates 13
Figure 2: Comparison of Residential Stormwater Rates 15

Exhibits

Exhibit 1: Operating Expenditure Forecast
Exhibit 2: Capital Improvement Plan and Funding Sources
Exhibit 3: Projected Revenue Requirements
Exhibit 4: Cash Balance Forecast

THIS PAGE INTENTIONALLY LEFT BLANK

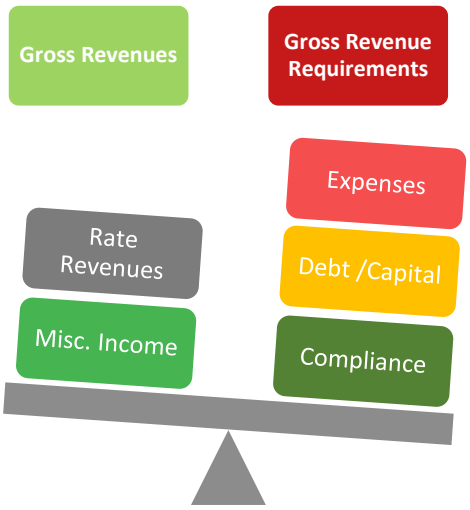
1. Executive Summary

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.

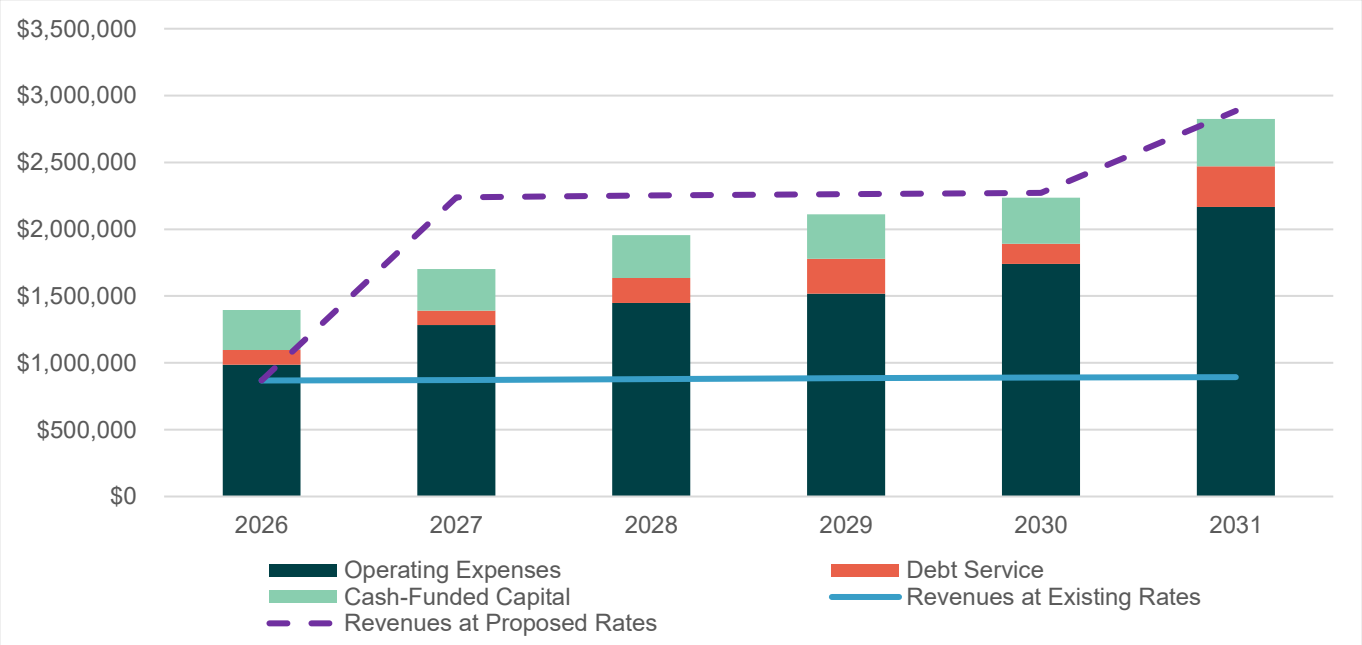
Based on the financial forecast for the System, which is described in detail in this report, the following rate adjustments are recommended:

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

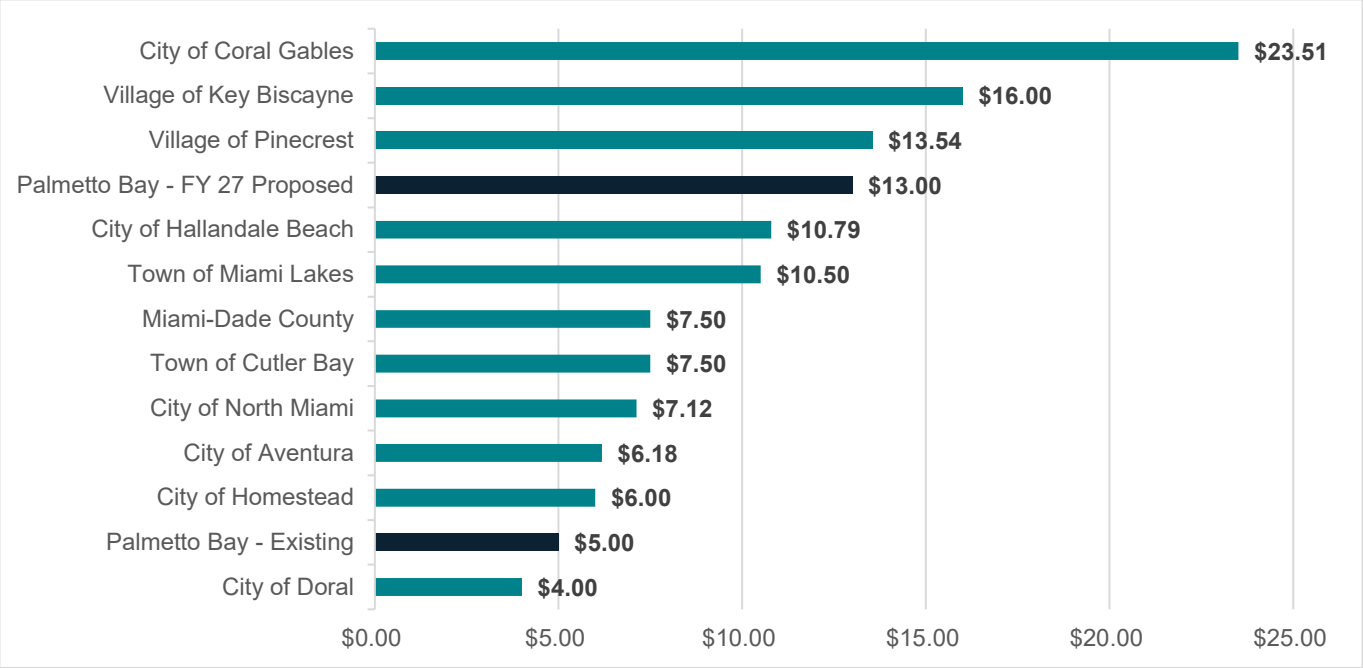
The adjustments shown above are recommended to be effective October 1, 2026 and are representative of the increases in costs to effectively operate and maintain the stormwater system. As demonstrated below, the existing rates are not sufficient to meet the revenue requirements; however, with the proposed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

(Remainder of page intentionally left blank)

[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.

(Remainder of page intentionally left blank)

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.

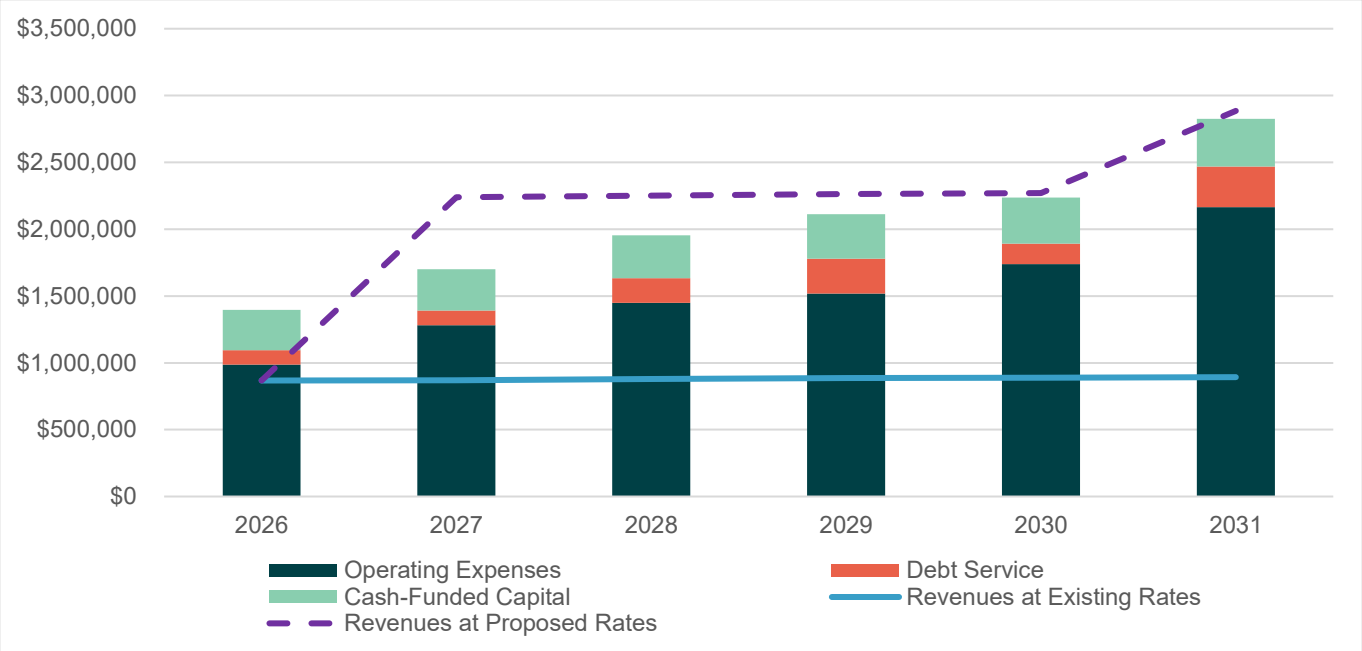
Table 9: Revenue Sufficiency at Proposed Rates

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.

(Remainder of page intentionally left blank)

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

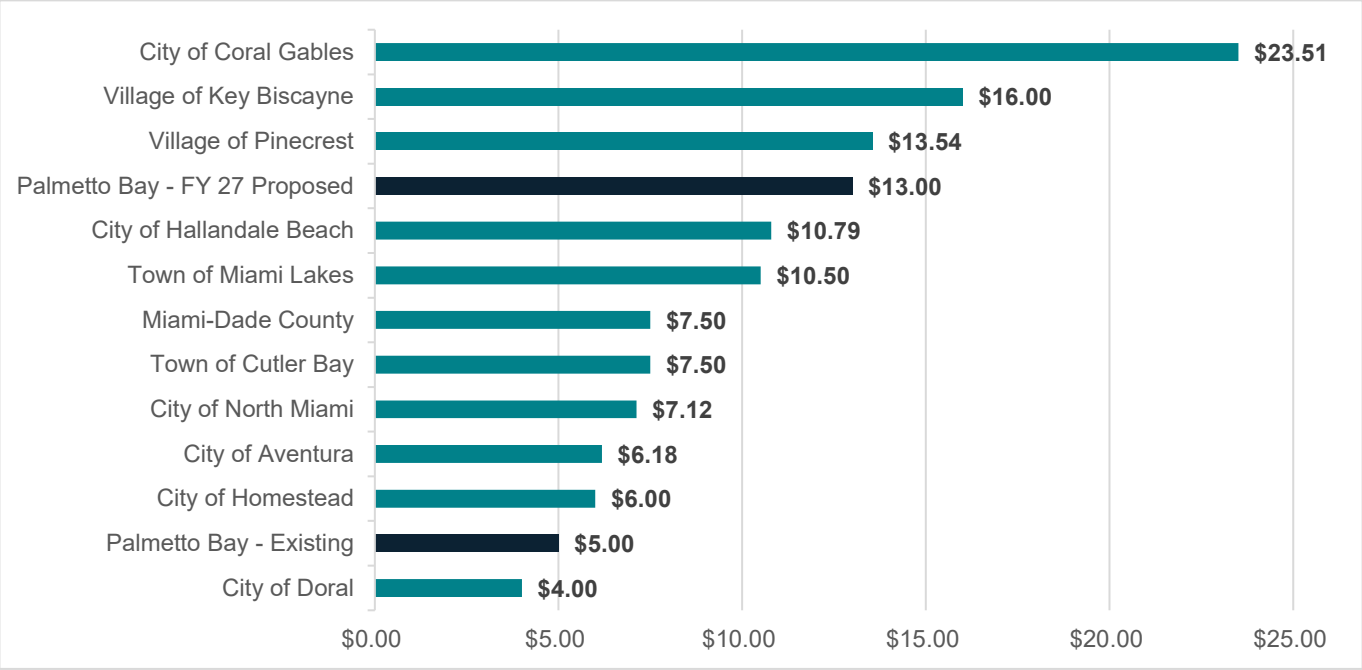
Description	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
Net Revenues	($118,881)	$957,182	$803,375	$745,087	$531,687	$719,890
Proposed Debt Service	$0	$0	$76,100	$152,200	$152,200	$304,000
Annual Coverage Achieved	N/A	N/A	10.55	4.89	3.49	2.36
Coverage Target	N/A	N/A	1.15	1.15	1.15	1.15

(Remainder of page intentionally left blank)

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



(Remainder of page intentionally left blank)

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

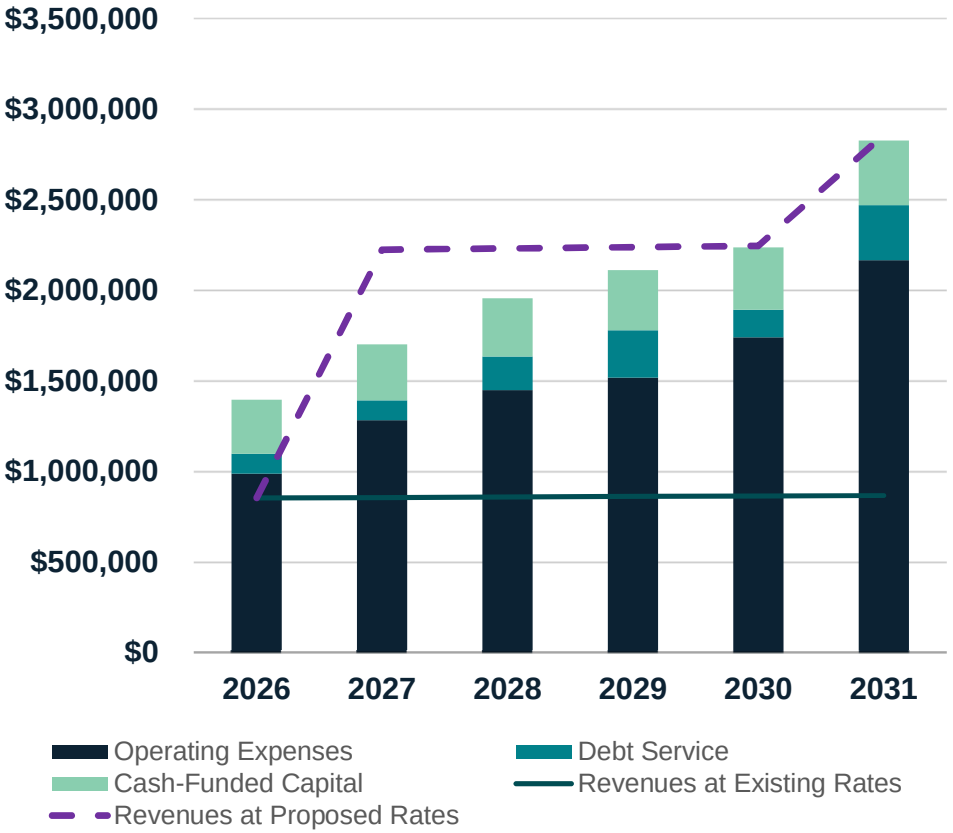

Photo credit: https://www.miamiandbeaches.com/

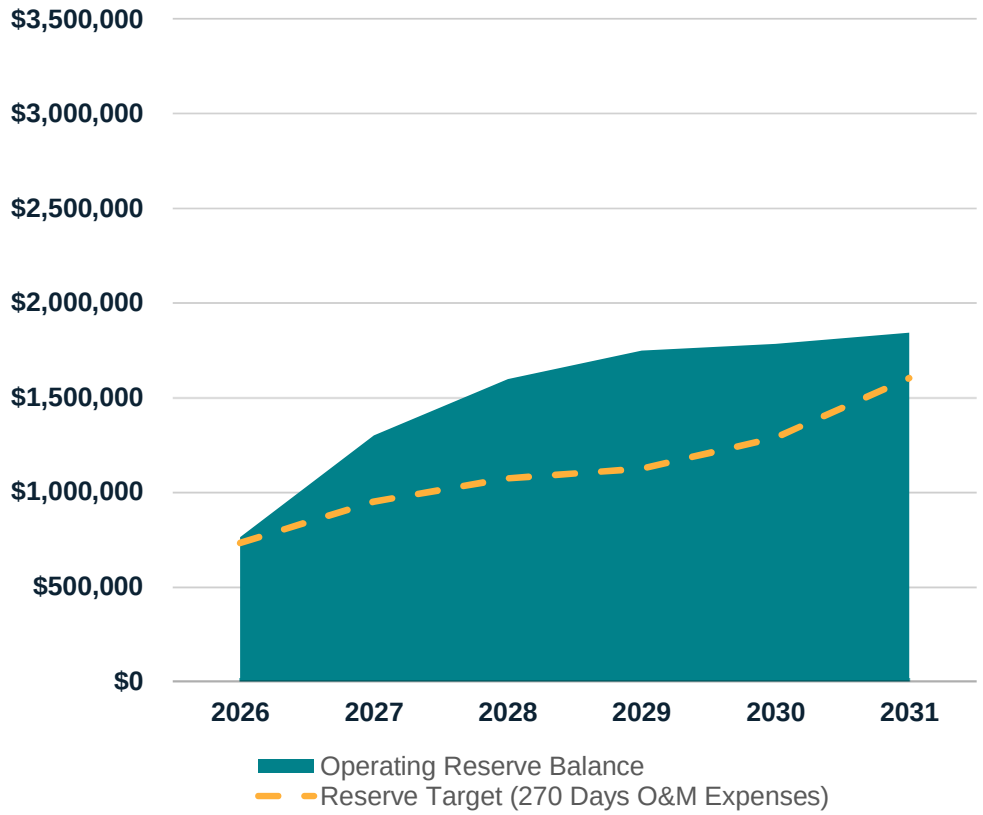
- Current monthly rate is $5.00 per equivalent residential unit (ERU)
- Rate study to address:
  - Increased operating costs
  - Additional capital needs
  - Green infrastructure and shade program costs

Existing Fees & Proposed Adjustments

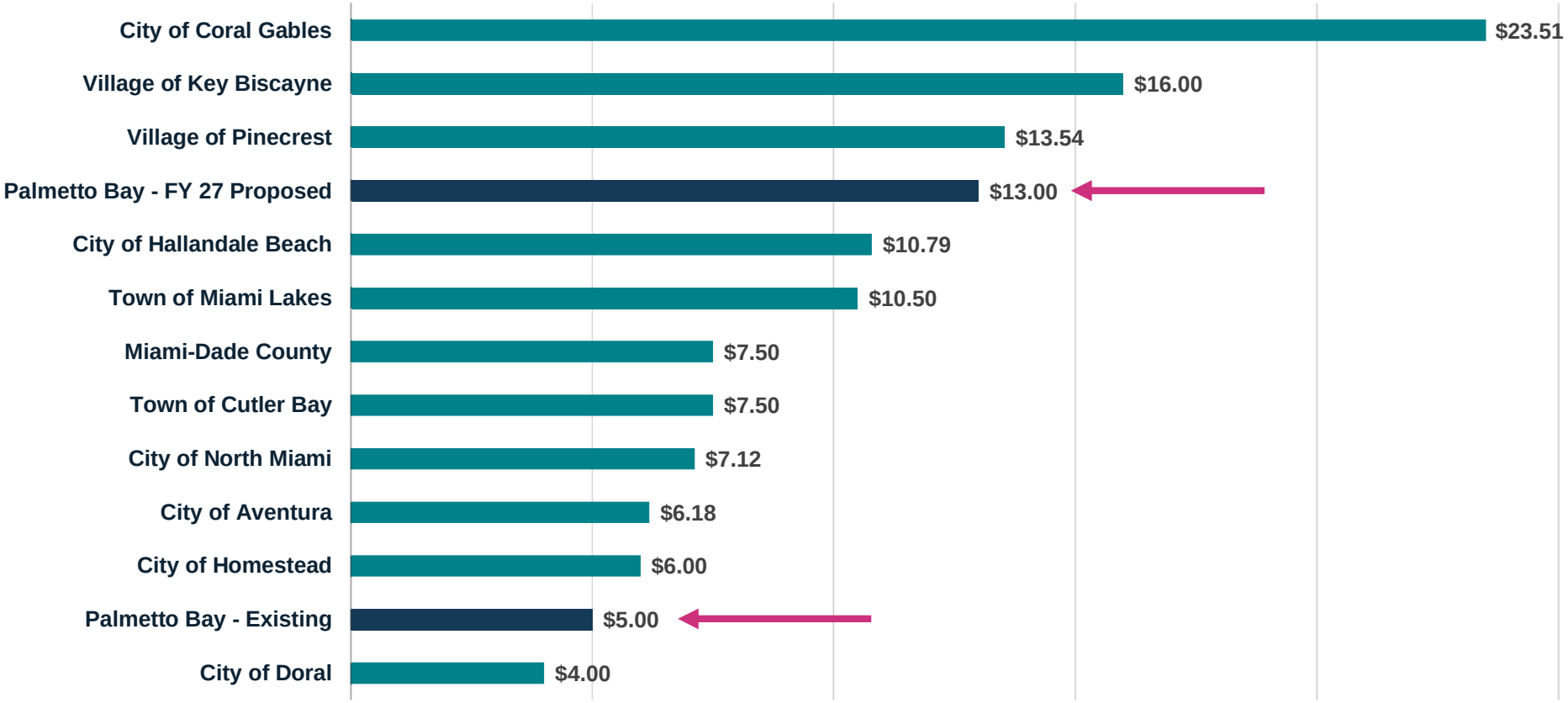
Fiscal Year	Monthly Rate per ERU	Monthly Change ($)
Existing	$5.00	-
2027	$13.00	$8.00
2028	$13.00	-
2029	$13.00	-
2030	$13.00	-
2031	$16.50	$3.50

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. 10.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; 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) (Passed on First Reading on September 14, 2026, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Passport_Fees

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	YES
Vice-Mayor Mark Merwitzer	YES
Council Member Patrick Fiore	YES
Council Member Steven Cody	YES
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	___

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 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 and Regular Council Meeting of October 5, 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 ___

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

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 ___

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

AGENDA ITEM NO. 11.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 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 STORMWATER MANAGEMENT; AMENDING SECTION 15-103 OF ARTICLE III OF CHAPTER 15 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY TO ADD AND REVISE DEFINITIONS; AMENDING SECTION 15-109 TO EXPAND PERMISSIBLE STORMWATER UTILITY FUND EXPENDITURES; PROVIDING FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Stormwater Expenditure-VMM

ORDINANCE 2026-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO STORMWATER MANAGEMENT; AMENDING SECTION 15-103 OF ARTICLE III OF CHAPTER 15 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALMETTO BAY TO ADD AND REVISE DEFINITIONS; AMENDING SECTION 15-109 TO EXPAND PERMISSIBLE STORMWATER UTILITY FUND EXPENDITURES; PROVIDING FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, the Village of Palmetto Bay established a Stormwater Management Utility pursuant to Ordinance No. 06-07 adopted May 1, 2006, and amended the stormwater service fee per Equivalent Residential Unit (ERU) pursuant to Ordinance No. 2020-11 adopted September 23, 2020; and

WHEREAS, Section 403.031(18), Florida Statutes, defines "stormwater management system" to include methods used to "collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution," and the terms "absorb" and "inhibit" directly describe the stormwater management functions performed by trees and natural permeable surfaces; and

WHEREAS, Section 403.0891(6), Florida Statutes, directs the Department of Environmental Protection and the Department of Commerce to develop a model stormwater management program for adoption by local governments that contains "model ordinances that target nutrient reduction practices and use green infrastructure" and dedicated funding options, including "a stormwater utility fee system based upon an equitable unit cost approach"; and

WHEREAS, Section 403.0893(1), Florida Statutes, authorizes municipalities to create stormwater utilities and adopt stormwater utility fees "sufficient to plan, construct, operate, and maintain stormwater management systems"; and

WHEREAS, Section 403.031(19), Florida Statutes, defines a "stormwater utility" as the funding of a stormwater management program by assessing the cost of the program to the beneficiaries based on their relative contribution to its need, operated as a typical utility that bills services regularly; and

WHEREAS, the scientific literature, including research by the USDA Forest Service and field studies by the United States Geological Survey, establishes that trees provide measurable stormwater management benefits through canopy interception of rainfall, evapotranspiration, and enhancement of soil infiltration rates, and that the USDA Forest Service's i-Tree Suite provides accepted methodology for quantifying these benefits on a site-specific basis; and

WHEREAS, the three Florida "Trees to Offset Stormwater" pilot studies conducted in Orange County, Jacksonville, and Miami Beach have documented the stormwater interception, infiltration, and evapotranspiration benefits of urban tree canopy, providing Florida-specific empirical support for funding tree planting and maintenance as a component of a stormwater management system; and

WHEREAS, the Village Council finds that trees of species adapted to South Florida climate and soil conditions provide measurable stormwater management benefits as a class, including canopy interception of rainfall, evapotranspiration, and enhancement of soil infiltration rates, and that the designation of an approved tree species list based on these documented characteristics provides a scientifically supported and administratively efficient basis for identifying trees that qualify as components of a stormwater management system; and

WHEREAS, expanding the permissible expenditures of the stormwater utility fund to include green infrastructure, urban forestry, and permeable surfaces strengthens the rational nexus between the stormwater fee and the services funded, because such expenditures directly reduce stormwater runoff volume, improve water quality, and reduce the capital investment required for traditional stormwater infrastructure; and

WHEREAS, the Village retained Raftelis Financial Consultants, Inc. to prepare the Village of Palmetto Bay Stormwater Revenue Sufficiency Study, Final Report dated August 6, 2026 (the “Study”), which evaluates the revenue requirements of the Village’s stormwater management utility for Fiscal Years 2026 through 2031, including operation and maintenance expenses, capital improvements derived from the Village’s Stormwater Master Plan, debt service, and operating reserves; and

WHEREAS, the Study incorporates into the projected operating expenses of the stormwater management utility the costs of an expanded stormwater management program for green stormwater infrastructure and the urban forestry program, as developed in the Raftelis memorandum entitled "Village of Palmetto Bay Stormwater Program Update" dated August 6, 2026 (the "Program Update Memorandum"); and

WHEREAS, the Village Council has reviewed the Study and the Program Update Memorandum, adopts their findings regarding the expanded stormwater management program as the findings of the Village Council, and finds that the expenditures authorized by this Ordinance are costs of planning, constructing, operating, and maintaining the Village’s stormwater management system; and

WHEREAS, the Southeast Florida Regional Climate Change Compact Unified Sea Level Rise Projection, as updated from time to time, represents the best available regional science for planning purposes, and the Village Council finds that the planning and funding of stormwater infrastructure investments under this article should use a consistent projection to ensure long-term system performance and fiscal responsibility; and

WHEREAS, rising groundwater tables and increasing tidal influence on the Village’s stormwater outfall system reduce the effectiveness of both traditional gray infrastructure and infiltration-based green infrastructure, and the design and funding of stormwater improvements must account for projected groundwater and tailwater conditions to ensure long-term system functionality; and

WHEREAS, the Village Council finds that amending Article III of Chapter 15 to incorporate green stormwater infrastructure and urban forestry into the stormwater management utility and expand permissible stormwater fund expenditures, including expenditures that account for projected sea level rise, tidal, and groundwater conditions, serves the public health, safety, and welfare of the residents of the Village of Palmetto Bay.

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

Coding: Underlined words are additions to existing Code text. Struck-through words are deletions from existing Code text. Asterisks (* * *) indicate that existing Code text not shown remains unchanged.

Section 1. Article III of Chapter 15 of the Code of Ordinances of the Village of Palmetto Bay is hereby amended by revising Section 15-103, entitled "Definitions," to add new definitions and to revise the definition of "stormwater management system," to read as follows:

Sec. 15-103. Definitions.

For purposes of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

* * *

Approved tree species list means the list of tree species maintained and periodically updated by the village arborist. Trees of species included on the list shall be deemed to provide stormwater management benefits for purposes of this article. A species may be included on the list only if it has a documented canopy interception capacity, and root system characteristics that enhance soil infiltration, based on documented stormwater interception, evapotranspiration, and infiltration characteristics. The list shall exclude any species listed as a Category I or Category

II invasive species by the Florida Invasive Species Council, formerly the Florida Exotic Pest Plant Council.

Green stormwater infrastructure means any stormwater management practice, system, or improvement that uses natural processes or engineered systems designed to mimic natural processes to absorb, infiltrate, filter, treat, or reuse stormwater runoff. Green stormwater infrastructure includes, but is not limited to, bioswales, rain gardens, permeable pavement, stormwater tree trenches, constructed wetlands, green roofs, cisterns, and trees of species included on the approved tree species list and other vegetation selected and maintained for stormwater management purposes.

Natural permeable surface means any area of a developed lot or parcel that allows the infiltration of stormwater into the ground, including but not limited to unpaved soil, maintained turf or groundcover, gravel, permeable pavers, porous asphalt, pervious concrete, and other surfaces with a documented infiltration rate. This definition identifies surfaces eligible for expenditures under section 15-109 and does not modify the definition of impervious area in this section or the calculation of ERUs under section 15-106. Any fee adjustment based on permeable surfaces shall be made only pursuant to section 15-110.

Sea level rise projection means the Southeast Florida Regional Climate Change Compact Unified Sea Level Rise Projection, as updated from time to time, applied using the planning curves and time horizons specified in the village stormwater management plan.

Stormwater management system means a system designed and constructed or implemented to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, consistent with section 403.031(18), Florida Statutes. Within the village, the stormwater management system includes all natural and manmade elements used for such

purposes, whether public or private, including but not limited to pipes, channels, streams, canals, ditches, swales, wetlands, sinkholes, detention and retention basins, ponds, secondary canals and their rights-of-way, outfalls, exfiltration trenches, green stormwater infrastructure, and trees maintained under the urban forestry program.

Urban forestry program means the village program for the planting, growing, establishment, and maintenance of trees of species included on the approved tree species list, and for the removal and replacement of trees of invasive species, for the purpose of providing stormwater management benefits, including canopy interception of rainfall, evapotranspiration, and enhancement of soil infiltration.

Section 2. Section 15-109(c) of Article III of Chapter 15 of the Code of Ordinances of the Village of Palmetto Bay is hereby amended by revising subsections (5) and (6) and adding subsections (7) through (11) to read as follows:

Sec. 15-109. Stormwater utility special revenue funds.

(c) The monies within the fund shall be used for the exclusive use of the village's stormwater management utility, including but not limited to the following:

* * *

(5) Debt service financing of stormwater-related capital improvements defined in any village stormwater management plan including village's pro rata share of the Miami-Dade County Stormwater Utility Revenue Bond Series 1999 and Series 2004, including any refunding or successor obligations, and loans obtained through the State Revolving Fund program or other borrowings for stormwater-related capital improvements, together with any required debt service coverage and reserves; ~~and~~

(6) Funding of any studies, including water quantity and quality monitoring aerial photography and geotechnical work associated with the planning of stormwater-related infrastructure~~.~~;

(7) Planning, design, construction, installation, and maintenance of green stormwater infrastructure, including but not limited to bioswales, rain gardens, natural permeable surfaces, stormwater tree trenches, constructed wetlands, and other practices that absorb, infiltrate, or treat stormwater runoff, whether located on public or private property pursuant to agreement with the property owner;

(8) Expenditures related to the village's urban forestry program, including the planting, growing, establishment, and long-term maintenance of trees selected and documented as providing stormwater management benefits, including canopy interception of rainfall, evapotranspiration, and enhancement of soil infiltration rates, and including the removal of trees of invasive species and the planting of qualifying replacement trees, provided that such expenditures are supported by a rational nexus to stormwater management;

(9) Establishment and maintenance of a green infrastructure asset inventory documenting all green stormwater infrastructure installed or funded by the village, including location, type, date of installation, design capacity, and maintenance schedule. The village manager shall incorporate green stormwater infrastructure assets into the village's stormwater system maintenance program and shall include the projected costs of green infrastructure maintenance in the annual stormwater utility budget;

(10) Assessment, design, construction, retrofit, and maintenance of stormwater outfall infrastructure to address tidal backflow, including but not limited to the installation of backflow prevention devices, tide gates, pump stations, and the modification of outfall elevations necessary to maintain system function under projected tidal and sea level conditions determined in accordance with the sea level rise projection as defined in Section 15-103 of this article; and

(11) Monitoring and assessment of stormwater system performance under tidal and groundwater conditions, including measurement of outfall functionality, conveyance capacity, and the effectiveness of green stormwater infrastructure installed or funded under this article.

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

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

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

PASSED ON FIRST READING this ____ 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 FOR THE SOLE USE AND BENEFIT OF THE VILLAGE:

_____

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. 12.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: October 5, 2026

SUBMITTED BY: Missy Arocha, Village Clerk's Office

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE PARTCIPATION OF THE VILLAGE OF PALMETTO BAY AS A SPONSOR OF THE 2027 ANNUAL WEST PERRINE DR. MARTIN LUTHER KING, JR., HOLIDAY CELEBRATION; AUTHORIZING THE VILLAGE MANAGER TO DISBURSE UP TO ONE-THOUSAND DOLLARS ($1,000) AS PART OF THE VILLAGE'S SPONSORSHIP; PERMITTING THE VILLAGE MANAGER TO TAKE NECESSARY ACTIONS TO FACILITATE THE SPONSORSHIP; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Clerk, Missy Arocha)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo-MLK Jr. Sponsorship 2027
Reso-MLK Jr. Sponsorship 2027
Exhibit A - WEST PERRINE 2026 Sponsorship Letter_& Package

To:	Honorable Mayor and Village Council	Date:	October 5, 2026
From:	Missy Arocha, Village Clerk	Re:	Sponsorship of 2027 Annual MLK Celebration

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE PARTCIPATION OF THE VILLAGE OF PALMETTO BAY AS A SPONSOR OF THE 2027 ANNUAL WEST PERRINE DR. MARTIN LUTHER KING, JR., HOLIDAY CELEBRATION; AUTHORIZING THE VILLAGE MANAGER TO DISBURSE UP TO ONE-THOUSAND DOLLARS ($1,000) AS PART OF THE VILLAGE'S SPONSORSHIP; PERMITTING THE VILLAGE MANAGER TO TAKE NECESSARY ACTIONS TO FACILITATE THE SPONSORSHIP; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Clerk, Missy Arocha*

BACKGROUND AND ANALYSIS:

The West Perrine Dr. Martin Luther King, Jr. Holiday Celebration is an annual community event commemorating the life, legacy, and contributions of Dr. Martin Luther King, Jr. The celebration provides an opportunity for residents and neighboring communities to come together in recognition of Dr. King's teachings and his enduring message of unity, equality, non-violence, civic engagement, and respect for human rights.

The West Perrine Community Development Corporation is preparing for the 2027 Dr. Martin Luther King, Jr. Holiday Parade and Festivities. The Village has supported this annual event in prior years and recognizes the value of continuing to participate in community initiatives that promote civic engagement, inclusivity, and cultural awareness.

The 2027 Holiday Parade and Festivities are scheduled to take place during the week of January 11 through January 25, 2027. Participation as a Corporate Sponsor would provide the Village with an opportunity to demonstrate its continued support for this longstanding community celebration and strengthen the Village's presence and engagement with surrounding communities.

FISCAL/BUDGETARY IMPACT:
The proposed sponsorship expenditure shall not exceed $1,000. The Resolution authorizes the Village Manager to disburse the funds as part of the Village's sponsorship of the event. The enclosed sponsorship package contains the Village's entitlement as a $1,000 Corporate Sponsor.

RECOMMENDATION:
Staff recommends that the Mayor and Village Council consider approval of the attached Resolution authorizing the Village of Palmetto Bay to participate as a Corporate Sponsor of the 2027 West Perrine Dr. Martin Luther King, Jr. Holiday Celebration, with a sponsorship contribution not to exceed $1,000.

Attachments:
- Proposed Resolution
- Exhibit A – Corporate Sponsorship Package

RESOLUTION NO. 2026-____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE PARTCIPATION OF THE VILLAGE OF PALMETTO BAY AS A SPONSOR OF THE 2027 ANNUAL WEST PERRINE DR. MARTIN LUTHER KING, JR., HOLIDAY CELEBRATION; AUTHORIZING THE VILLAGE MANAGER TO DISBURSE UP TO ONE-THOUSAND DOLLARS ($1,000) AS PART OF THE VILLAGE'S SPONSORSHIP; PERMITTING THE VILLAGE MANAGER TO TAKE NECESSARY ACTIONS TO FACILITATE THE SPONSORSHIP; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Clerk, Missy Arocha)*

WHEREAS, the West Perrine Dr. Martin Luther King, Jr. annual Celebration is a time-honored event that commemorates the legacy and contributions of Dr. Martin Luther King, Jr., promoting unity, equality, and community engagement; and

WHEREAS, the Village of Palmetto Bay recognizes the importance of participating in and supporting events that foster civic engagement, inclusivity, and the celebration of diverse cultures within the surrounding communities; and

WHEREAS, the 2027 West Perrine Dr. Martin Luther King, Jr. Annual Celebration provides an opportunity for the Village of Palmetto Bay to affirm its commitment to these values and enhance its presence in regional community initiatives; and

WHEREAS, West Perrine Community Development Corporation is making preparation for the annual Dr. Martin Luther King Jr., Holiday Parade and Festivities; and

WHEREAS, the Village is eager to provide support for this worldwide event wherein the local communities honor the legacy of Dr. King and celebrate his birthday and remember his teachings of non-violence and sanctity of human rights for all; and,

WHEREAS, the Village Council believes that supporting this annual event is a worthwhile endeavor, as it has been a supporter for several years in the past; and

WHEREAS, the Village Council believes 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. The above recitals are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Village of Palmetto Bay, Florida, expresses its support of the 2027 Dr. Martin Luther King Jr., Holiday Parade and Festivities happening the week of January 11-25, 2027, and is authorized to disburse an amount not to exceed one-thousand dollar ($1,000) for the Village to participate as a Corporate Sponsor (a copy of the sponsorship request and packages is attached hereto as Exhibit "A").

Section 3. The Village Manager is authorized to take all necessary actions to facilitate the sponsorship, including allocating funds, coordinating with event organizers, and promoting the Village's involvement.

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

PASSED and **ADOPTED** this 5th day of October 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 ____

Living the Dream;
Let Freedom Ring!



Remember! Celebrate! Act!
A DAY ON, NOT A DAY OFF!

OFFICERS

CHAIRMAN
Edward Hanna, Jr.

VICE-CHAIRMAN
Joseph L. Tomlin

SECRETARY/ TREASURER
Dorothy Zeigler

ADVISORY BOARD
Percy Anderson
Debra Bellamy
Sam Burley
Larry Corbett
Ron Tookes
Horace Turnbull
James Williams
Arthur Whitehead
Darlene Rogers



Building A Better Community

WEST PERRINE
COMMUNITY DEVELOPMENT CORPORATION

THE WEST PERRINE DR. MARTIN LUTHER KING, JR. HOLIDAY CELEBRATION

POST OFFICE BOX 570877 • MIAMI FLORIDA 33257
PHONE: (786) 298-6925

September 2, 2026

RE: Sponsorship Opportunities for the 2027 Annual West Perrine Dr. Martin Luther King Jr. Holiday Celebration

Dear Supporter:

The ***West Perrine Community Development Corporation*** is making preparations for the **2027 Dr. Martin Luther King, Jr. Festivities: January 11 - 25, 2027**. The national theme calls on us to remember the work and legacy of Dr. King, to celebrate his birthday as a national holiday and act on his teachings – in keeping with his principles of nonviolence and human rights.

Since 1980, we have made this celebration a family oriented, community awareness and cultural event. What began as a very small parade... made up of a couple of area high school bands has become a major production, consisting of more than four (4) events over the course of the holiday weekend. Past celebrations include the following:

- **Annual "Kick-Off Breakfast held at the Dadeland Hilton Hotel**

(Our past guest speakers included: Rev. Dr. Joseph Lowery, Mr. Carl T. Rowan, Dr. Jawanza Kunjufu, Dr. Robert Ingram, Bishop Victor T. Curry, and Mayor Johnny Ford).

- **MLK Business Expo held at Palmetto Bay Village Center**

This event features over 100 businesses displaying their goods and services. Technical support services were provided and networking opportunities.

- **The Annual Commemorative Parade**

The West Perrine MLK Parade has become a quality production that features dignitaries, area businesses, electrifying performances by high school and college bands; and of course, directly from Nassau, Grand Bahamas Island. The Grand Bahamas Junkanoo Band and The Royal Police Band.

- **The Marching Band Extravaganza (A Festival of Bands)**

This event features the distinguished sounds, moves and grooves of some of South Florida's finest high school marching bands and none other than the World-Famous Florida A&M University Marching 100 Rattler Band and The Bethune Cookman University Marching Wildcat Band.

As we plan for the 2027 MLK Celebration, we are in need of your support – S*ponsorship support*. Sponsorship levels vary and each level is accompanied by a generous package. ***Why should you become a part of this event?*** Some of the benefits to supporting this worthwhile celebration include media exposure promotional/publicity opportunities and community presence. Positive cultural activities have positive effects on communities and the cultures that they represent, which is why we are strongly committed to this event and its meaning. (*See Enclosure*).

Please take advantage of this opportunity to be a part of a worthwhile celebration that seeks to unify the communities of Miami-Dade County on a day when we must ***"Remember! Celebrate! Act!"*** and share in Dr. King's dream of a world united together in harmony fostering the spirit of universal love and brotherhood.

All sponsorships must be received by **November 20, 2026** and should be made payable to: **West Perrine Community Development Corporation (WPCDC), PO Box 570877, Miami, FL 33257**.

Ads must be submitted to: **nroman674@gmail.com** no later than **November 13, 2026** with the following requirements: ***8.5" x 11", 4/0, CMYK, 300 DPI, either PDF or JPEG format***.

If you have any questions or require additional information, please feel free to contact me at (786) 298-6925.

Sincerely,

Edward Hanna, Jr.

Edward Hanna, Jr.
Committee Chairman

Enclosures:

Dr. Martin Luther King Jr. Holiday Celebration
January 11 – 25, 2027

SPONSORSHIP LEVELS

$50,000 – TITLE SPONSOR

Entitlement includes:
20 VIP Tables (200 tickets) to the MLK Unity Kick-Off Breakfast
200 MLK Souvenir Journals
200 VIP Tickets to the Band Extravaganza "*Festival of Bands*"
Ad Front Cover of the MLK Souvenir Journal & 2 Full Pages in the Souvenir Journal
Your company name and logo as "Title Sponsor" classification
on all promotional materials, press releases and publications
Company name mentioned on all TV & Radio promotions as "Title Sponsor"

$25,000 – PRESENTING SPONSOR

Entitlement includes:
20 VIP Tables (200 tickets) to the MLK Unity Kick-Off Breakfast
200 MLK Souvenir Journals
200 VIP Tickets to the Band Extravaganza "*Festival of Bands*"
Ad Back Cover of the MLK Souvenir Journal
Your company name and logo as "Presenting Sponsor" classification
on all promotional materials, press releases and publications
Company name mentioned on all TV & Radio promotions as "Presenting Sponsor"

$10,000 – PLATINUM SPONSOR

Entitlement includes:
5 VIP Tables (50 tickets) to the MLK Unity Kick-Off Breakfast
50 MLK Souvenir Journals
40 VIP Tickets to the Band Extravaganza "*Festival of Bands*"
Ad Inside Front Cover of the MLK Souvenir Journal
Your company name and logo as "Platinum Sponsor" classification
on all promotional materials, press releases and publications
Company name mentioned on all TV & Radio promotions as "Platinum Sponsor"

$7,5OO – GOLD SPONSOR

Entitlement includes:
3 VIP Tables (30 tickets) to the MLK Unity Kick-Off Breakfast
30 MLK Souvenir Journals
30 VIP Tickets to the Band Extravaganza "*Festival of Bands*"
Ad Inside Back Cover of the MLK Souvenir Journal
Your company name and logo as "Gold Sponsor" classification
on all promotional materials, press releases and publications
Company name mentioned on all TV & Radio promotions as "Gold Sponsor"

$5,000 – SILVER SPONSOR

Entitlement Includes:

2 VIP Tables (20 tickets) to the MLK Unity Kick-Off Breakfast
20 MLK Souvenir Journals
20 VIP Tickets to the Band Extravaganza "*Festival of Bands*"
Full Page Ad in the MLK Souvenir Journal
Your company name and logo as "Sliver Sponsor" classification
on all promotional materials, press releases and publications
Company name mentioned on all TV & Radio promotions as "Silver Sponsor"

$2,500 – BRONZE SPONSOR

Entitlement Includes:

2 VIP Tables (20 tickets) to the MLK Unity Kick-Off Breakfast
20 MLK Souvenir Journals
20 VIP Tickets to the Band Extravaganza "*Festival of Bands*"
Full Page Ad in the MLK Souvenir Journal
Your company name and logo as "Bronze Sponsor" classification
on all promotional materials, press releases and publications
Company name mentioned on all TV & Radio promotions as "Bronze Sponsor"

$1,000 – CORPORATE SPONSOR

Entitlement includes:

2 VIP Tables (20 tickets) to the MLK Unity Kick-off Breakfast
20 MLK Souvenir Journals
10 VIP Tickets to the Band Extravaganza "*Festival of Bands*"
Full Page Ad in the MLK Souvenir Journal
Your company name and logo as "Corporate Sponsor" classification
on all promotional materials, press releases and publications
Company name mentioned on all TV & Radio promotions as "Corporate Sponsor"

$500 – CHAMPION SPONSOR

Entitlement includes:

1 VIP Tables (10 tickets) to the MLK Unity Kick-off Breakfast
10 MLK Souvenir Journals
10 VIP Tickets to the Band Extravaganza "*Festival of Bands*"

AGENDA ITEM NO. 12.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: October 5, 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 TWO MILLION FIVE HUNDRED SIXTEEN THOUSAND THREE HUNDRED ONE DOLLARS AND NINETY CENTS ($2,516,301.90) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR SUB-BASIN IMPROVEMENTS; APPROVING AGREEMENT NO. H1565 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT IN SUBSTANTIAL FORM AND CONTENT AND OTHER RELATED DOCUMENTS; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

SUGGESTED ACTION:

ATTACHMENTS:
Memo-HMGP-SB43 Grant Award
Reso-HMGP-SB43_FINAL
Attachment A - Agreement H1565.pdf

To: Honorable Mayor and Village Council

Date: October 5, 2026

From: Nick Marano, Village Manager

Re: Hazard Mitigation Grant Award - Construction

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 TWO MILLION FIVE HUNDRED SIXTEEN THOUSAND THREE HUNDRED ONE DOLLARS AND NINETY CENTS ($2,516,301.90) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR SUB-BASIN IMPROVEMENTS; APPROVING AGREEMENT NO. H1565 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT IN SUBSTANTIAL FORM AND CONTENT AND OTHER RELATED DOCUMENTS; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

BACKGROUND AND ANALYSIS:

Palmetto Bay submitted a grant application to the Hazard Mitigation Grant Program (HMGP) requesting funding to construct drainage improvements at Sub-Basin 43. The Village seeks funding to mitigate flooding and improve the water quality of the Biscayne Bay Aquifer through the construction of additional catch basins, manholes, culverts, and exfiltration. A full analysis of the estimated pollutant loading shows the proposed improvements will result in a significant reduction in the pollutant load contribution from sub-basin 43 to the Biscayne Bay Aquifer, including phosphorous, nitrogen, and suspended solids. The Village was awarded grant funding in the amount of $2,516,301.90 with a required match of $$279,589.10. The Village is requesting the addition of Sub-Basin 39 to the grant agreement, as the Village has an opportunity to address both sub-basins without the need for additional funding. The project will commence upon completion of the Agreement by both FDEM and the Village, and the project end date is January 31, 2028. Approval allows the Village Manager to accept the grant and sign the required grant agreement and other related documentation.

FISCAL IMPACT:

The grant requires a match of $279,589.10, which is available in the Stormwater Fund. The grant budget is provided below.

Grant Award: $2,516,301.90
Village Match: $279,589.10
Total Project Cost: $2,795,891.00

ATTACHMENTS:

A. Attachment A – Agreement H1565

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 TWO MILLION FIVE HUNDRED SIXTEEN THOUSAND THREE HUNDRED ONE DOLLARS AND NINETY CENTS ($2,516,301.90) UNDER THE HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR SUB-BASIN IMPROVEMENTS; APPROVING AGREEMENT NO. H1565 WITH THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT IN SUBSTANTIAL FORM AND CONTENT AND OTHER RELATED DOCUMENTS; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Grants Administrator, Christina Cotto, and Public Services Director, Dionisio Torres)*

WHEREAS, the Village applied to and was awarded a grant through FEMA's Hazard Mitigation Grant Program (HMGP) to improve the existing storm water conveyance and retention systems of Sub-Basin 43; and,

WHEREAS, the Village was awarded $2,516,301.90 in federal grant funds and has pledged $279,589.10 in matching funds, which are available in the current budget; and,

WHEREAS, grant funding is distributed based on a reimbursement basis; and,

WHEREAS, the Village estimates construction costs for the approved Sub-basin 43 are less than the original project estimate and awarded funding total; and,

WHEREAS, based on current estimates, the Village will be requesting a scope modification to the grant agreement to include the construction of Sub-basin 39, with no modification to the existing approved budget; and,

WHEREAS, the Village desires to accept the grant to defray project costs; 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. The above recitals are incorporated as if set forth in full.

Section 2. The Village Council hereby accepts the Florida Division of Emergency Management HMGP grant for $2,516,301.90, and approves the required Village match of $279,589.10.

Section 3. The Village Manager is authorized to request a grant amendment from the Florida Division of Emergency Management modifying the scope of the grant to include the construction of Sub-basin 39, without modifying the current grant budget, or the federal grant and Village match allocations.

Section 4. The Village Manager is authorized to execute Project Agreement Number H1565, in substantial form and content, which is hereby included as Attachment A, and other related documents.

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

PASSED and **ADOPTED** this 5th day of October, 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 _____

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 #:	4486-112-A
PROJECT TITLE:	Village of Palmetto Bay, Sub-Basin 43, Drainage
HMGP CONTRACT #:	H1565
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Dionisio Torres Director of Public Services 9705 East Hibiscus Street Palmetto Bay, Florida 33157-5621

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 262-737-8934 or email me at **Michele.Vishion@yagroup.com.**

Agreement Number: **H1565**

Project Number: **4486-112-A**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

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

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

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

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	Village of Palmetto Bay
Sub-Recipient's unique entity identifier (UEI/FEIN):	NMCMZ1MN2629 / 050541068
Federal Award Identification Number (FAIN):	FEMA-DR-4486-FL
Federal Award Date:	July 21, 2026
Subaward Period of Performance Start and End Date:	July 21, 2026 – January 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$2,516,301.90
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$2,634,440.40
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$2,634,440.40
Federal award project description (see FFATA):	Drainage
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Michele.vishion@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:

Michele Vishion
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 262-737-8934
Email: Michele.vishion@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Dionisio Torres
Director of Public Services
9705 East Hibiscus Street
Palmetto Bay, Florida 33157-5621
Telephone: 305-989-5086
Email: dtorres@palmettobay-fl.gov

ii. 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 **July 21, 2026** and shall end on **January 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.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(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 **$2,516,301.90**.

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:

a. 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,

b. 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.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(10) RECORDS

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. "Except 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

m. 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.

n. 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:

a. 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.

b. 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.

c. 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:

a. 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).

b. 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.

c. 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.

d. 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: Jared W. Perdue, P.E.

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: **$2,516,301.90**

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:
   - Major Flood Control Drainage System
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is flood risk reduction of Sub-Basin 43 in Palmetto Bay, Miami-Dade County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4486-112-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Village of Palmetto Bay, agrees to administer and complete the project per sealed engineering designs and construction plans 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:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements to Sub-Basin 43, located in Palmetto Bay, Florida, 33157. Specifically, the project area is between southwest 77th Avenue and southwest 72nd Avenue and bounded by southwest 165th Terrace to the north and southwest 168th Street to the south.

The HMGP Phase II – Construction scope of work shall include improving the existing storm water conveyance and retention systems of Sub-Basin 43 by adjusting the existing catch basin elevations and location to minimize accumulation of sediment and debris and by the installation of additional infrastructure. Existing catch basins shall be modified or reconstructed, as required, to provide sediment traps (sumps) and pollution retardant baffles to protect the exfiltration trench. The Village shall also construct approximately twenty-two (22) additional catch basins, approximately fifty-two (52) manholes, additional culverts, approximately 1700 linear feet (LF) of 18-inch storm sewer pipe, and approximately 5,600 LF of exfiltration trench in order to interconnect the catch basins. The proposed project is intended to improve the conveyance and increase the retention capacity of the storm water system, thereby preventing damages from rainfall and surge.

The project shall be constructed to provide protection against a 5-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates	
1)	Sub-Basin 43	Village of Palmetto Bay, Florida 33157	NW	(25.6163738, -80.3163321)
			NE	(25.6170117, -80.3086085)
			SE	(25.6158691, -80.3085579)
			SW	(25.6154300, -80.3162690)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the installation to improve the flood risk reduction and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or another approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

a) Copy of permits(s), notice of commencement.

b) Local Building Official Inspection Report and Final Approval.

c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, electronic submittal (via email).

d) Letter of Completion:

1. Affirming that the project was completed in conformance with the approved project drawings, specifications, and scope; and

2. Certifying Compliance with all applicable codes.

e) Copy of floodplain permit and verification of compliance; if no permit was needed, a letter stating "No Permit Required" floodplain permit from the local floodplain administrator.

f) Proof of compliance with Project Conditions and Requirements contained herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract, and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual

increments will be applied to larger awards, allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separately from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction 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 the 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 construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) <u>Deliverables:</u>

Mitigation Activities consist of flood risk reduction to Sub-Basin 43, located in Palmetto Bay, Florida 33157, to include installing additional infrastructure and to provide sediment straps and pollution retardant baffles. Additionally, the Village shall also construct approximately twenty-two (22) additional catch basins, approximately fifty-two (52) manholes, additional culverts, sewer pipe, and an exfiltration trench in order to interconnect the catch basins.

The project shall be constructed to provide protection against a 5-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.
3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.
4) The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
5) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of 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.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) 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.

8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.

9) 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.

10) Special Conditions required on implementation of project:

    a) **EO 11988 CONDITION:** The Sub-Recipient must obtain floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout. **Source of Condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

    b) **EO 11988 PROGRAM CONDITION:** Per EO 11988 and 44 CFR Part 9.12(f) requirements, project cannot be obligated until 01/10/2026. **Source of Condition:** Executive Order 11988 – Floodplains **Monitoring Required: No**

11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4486-112-R, and shall be reported under 4486-112-A.** It is funded under HMGP, FEMA-4486-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4486.

FEMA awarded this project on July 21, 2026; and the Period of Performance for this project shall end on **January 31, 2028**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient.
2) Disallow all or part of the cost of the activity or action not in compliance.
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program.
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase II–

State Contracting:	2	Months
Construction Plan/Technical Specifications:	2	Months
Bidding / Local Procurement:	2	Months
Construction / Installation:	9	Months
Local Inspections / Compliance:	1	Month
State Final Inspections / Compliance:	1	Month
Closeout Compliance:	1	Month
Total Period of Performance:	**18**	**Months**

BUDGET

Line-Item Budget*

Phase II	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$2,317,900.00	$2,086,110.00	$231,790.00
Labor:	$295,400.00	$265,860.00	$29,540.00
Fees:	$182,591.00	$164,331.90	$18,259.10
Initial Agreement Amount:	**$2,795,891.00**	**$2,516,301.90**	**$279,589.10**
***Contingency Funds:	$131,265.00	$118,138.50	$13,126.50
Project Total:	**$2,927,156.00**	**$2,634,440.40**	**$292,715.60**

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

*** ***This project has an estimated $131,265.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to*

their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen conditions related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of $0.00.

Funding Summary Totals

Federal Share:	$2,634,440.40	(90.00%)
Non-Federal Share:	$292,715.60	(10.00%)
Total Project Cost:	**$2,927,156.00**	**(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. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(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 ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

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;

(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); and EO 11990 (Wetlands).

(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: 9705 East Hibiscus Street

CITY: Palmetto Bay STATE: Florida ZIP CODE: 33157-5621

PROJECT TYPE: Drainage PROJECT #: 4486-112-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1565

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 90%	Obligated Local Non-Federal 10%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL: $ _____

APPROVED SRMC TOTAL: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT: $ _____ _____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Village of Palmetto Bay PAYMENT #:

PROJECT TYPE: Drainage PROJECT #: 4486-112-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1565

	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 #:** **4486-112-A**

PROJECT TYPE: Drainage **CONTRACT #:** **H1565**

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

H1565
DEM Contract Number

4486-112-A
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4486-112-A

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 2,516,301.90

OBLIGATION/ACTION DATE: July 21, 2026

SUBAWARD DATE (if applicable):

UEID/SAM#: NMCMZ1MN2629

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements to Sub-Basin 43, located in Palmetto Bay, Florida, 33157. Specifically, the project area is between southwest 77th Avenue and southwest 72nd Avenue and bounded by southwest 165th Terrace to the north and southwest 168th Street to the south.

The HMGP Phase II – Construction scope of work shall include improving the existing storm water conveyance and retention systems of Sub-Basin 43 by adjusting the existing catch basin elevations and location to minimize accumulation of sediment and debris and by the installation of additional infrastructure. Existing catch basins shall be modified or reconstructed, as required, to provide sediment traps (sumps) and pollution retardant baffles to protect the exfiltration trench. The Village shall also construct approximately twenty-two (22) additional catch basins, approximately fifty-two (52) manholes, additional culverts, approximately 1700 linear feet (LF) of 18-inch storm sewer pipe, and approximately 5,600 LF of exfiltration trench in order to interconnect the catch basins. The proposed project is intended to improve the conveyance and increase the retention capacity of the storm water system, thereby preventing damages from rainfall and surge.

The project shall be constructed to provide protection against a 5-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates	
1)	Sub-Basin 43	Village of Palmetto Bay, Florida 33157	NW	(25.6163738, -80.3163321)
			NE	(25.6170117, -80.3086085)
			SE	(25.6158691, -80.3085579)
			SW	(25.6154300, -80.3162690)

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:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "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.
- "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. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 2026
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE NAMING OF THE NEW INDOOR PICKLEBALL FACILITY AT PALMETTO BAY PARK AS THE "VILLAGE OF PALMETTO BAY-DIADEM PICKLEBALL COMPLEX"; RECOGNIZING DIADEM'S SUBSTANTIAL FINANCIAL CONTRIBUTION TOWARD THE CONSTRUCTION OF THE FACILITY; AUTHORIZING APPROPRIATE SIGNAGE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Naming Diadem Pickleball Complex

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE NAMING OF THE NEW INDOOR PICKLEBALL FACILITY AT PALMETTO BAY PARK AS THE "VILLAGE OF PALMETTO BAY-DIADEM PICKLEBALL COMPLEX"; RECOGNIZING DIADEM'S SUBSTANTIAL FINANCIAL CONTRIBUTION TOWARD THE CONSTRUCTION OF THE FACILITY; AUTHORIZING APPROPRIATE SIGNAGE; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Village of Palmetto Bay ("Village") is constructing a new indoor pickleball facility at Palmetto Bay Park to expand recreational opportunities and provide a dedicated facility for the growing sport of pickleball within the Village; and

WHEREAS, the new pickleball facility represents a significant investment in the Village's parks and recreation system and will provide residents and visitors with additional opportunities for recreation, fitness, competition, instruction, and community engagement; and

WHEREAS, Diadem has made a substantial financial contribution in the amount of One Million Dollars ($1,000,000.00) toward the construction of the new indoor pickleball facility; and

WHEREAS, Diadem's $1,000,000 contribution represents a significant financial contribution toward the development and completion of the facility and directly supports the Village's efforts to enhance recreational amenities available to the community; and

WHEREAS, section 21-51 of the Village Code of Ordinances establishes the procedures and criteria by which the Village Council may, by resolution adopted after a public hearing, name, rename, or co-designate a Village facility; and

WHEREAS, section 21-51(2) provides that an organization or individual after whom a municipal facility is named shall have made a

significant contribution to the community, including through financial contributions and/or other services considered extraordinary or long-term in nature; and

WHEREAS, the Village Council finds that Diadem's contribution of $1,000,000 toward the construction of the pickleball facility constitutes a substantial gift and significant financial contribution within the meaning and intent of Section 21-51 of the Village Code; and

WHEREAS, following a duly noticed public hearing, the Village Council has considered the requirements and criteria set forth in Section 21-51 of the Village Code of Ordinances and finds that the proposed naming is consistent with those requirements and is in the best interest of the Village of Palmetto Bay.

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

Section 1. The Mayor and Village Council of the Village of Palmetto Bay hereby approve the naming of the new indoor pickleball facility located at Palmetto Bay Park as the "Village of Palmetto Bay-Diadem Pickleball Complex," in recognition of Diadem's $1,000,000 financial contribution toward the construction of the facility.

Section 2. The Village Manager is hereby authorized to coordinate the design, procurement, fabrication, and placement of appropriate signage identifying the facility as the "Village of Palmetto Bay-Diadem Pickleball Complex," subject to the requirements of the Village Code, any applicable agreement with Diadem, available project funding.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** this 5th day of October 2026.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE SOUL 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.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 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 FERENCZI CONSULTING, CORP. D/B/A CENTRAL MAKERS TO MANAGE AND OPERATE THE FOOD TRUCK AND MARKET ON PARK DRIVE, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2026-12-014 AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR SAID SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Alessia Bencomo, Procurement Specialist)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso Memo - Food Truck and Market.docx
Reso - Food Truck and Market.docx
Exhibit A - Recommendation - RFP# 2026-12-014.pdf
Exhibit B - Evaluation and Score Sheets - RFP# 2026-12-014.pdf
Exhibit C - RFP# 2026-12-014 - Food Truck and Market.pdf
Exhibit D - Proposal - Ferenczi Consulting.pdf

To: Honorable Mayor and Village Council

Date: September 21, 2026

From: Nick Marano, Village Manager

Re: Food Truck and Market on Park Drive

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING THE SELECTION OF FERENCZI CONSULTING, CORP. D/B/A CENTRAL MAKERS TO MANAGE AND OPERATE THE FOOD TRUCK AND MARKET ON PARK DRIVE, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2026-12-014 AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR SAID SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Alessia Bencomo, Procurement Specialist)*

BACKGROUND AND ANALYSIS:

The Village is seeking a qualified Company to plan, organize, manage, operate, market, and oversee a recurring Food Truck Market event to be held on Park Drive within the Village. The Village published an RFP# 2026-12-014 for the "Food Truck and Market on Park Drive" on August 6th, 2026. A total of one (1) proposal was received, and an evaluation has determined the most advantageous pick to be the highest scored Proposer: Ferenczi Consulting, Corp. d/b/a Central Makers. 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:

The Village will receive a total of Six Hundred Forty-Nine Dollars and Fifty Cents ($649.50) per month as a flat fee and the Company is responsible for securing off duty police. The initial contract term is three (3) years with an option to renew annually thereafter not exceeding five (5) consecutive years.

Attachments:

A. Recommendation
B. Tabulation and Score Sheets
C. RFP# 2026-12-014
D. Proposal – Ferenczi Consulting, Corp. d/b/a Central Makers

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 FERENCZI CONSULTING, CORP. D/B/A CENTRAL MAKERS TO MANAGE AND OPERATE THE FOOD TRUCK AND MARKET ON PARK DRIVE, PURSUANT TO REQUEST FOR PROPOSAL (RFP) NO. 2026-12-014 AND AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A CONTRACT FOR SAID SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Alessia Bencomo, Procurement Specialist)*

WHEREAS, the Village of Palmetto Bay ("Village") published RFP# 2026-12-014 ("RFP") for the "Food Truck and Market on Park Drive" ("Services") which includes planning, organizing, managing, operating, marketing, and overseeing the recurring services on August 6th, 2026; and

WHEREAS, the Village received a total of one (1) proposal on September 8th, 2026; and

WHEREAS, the Village wishes to proceed with the selection of Ferenczi Consulting, Corp. d/b/a Central Makers ("Company") as the highest-scoring responsive and responsible Proposer, as determined by staff evaluation, to complete the Project as set forth in the RFP; 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 RFP for the Project 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 in substantially the form attached to the RFP for completion of the Project.

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 5th day of October 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 _____

Village of Palmetto Bay
Procurement Division - Procurement Action
AWARD RECOMMENDATION

To: Nick Marano, Village Manager

From: Alessia Bencomo, Procurement Specialist

Date: 09/15/2026

RFP#: 2026-12-014	**Item/Service:** Food Truck and Market on Park Drive

Attach please find the tabulation and bid proposals.

I. Procurement Comments:

There was a total of one (1) proposal received, Ferenczi Consulting, Corp. d/b/a Central Makers.

II. Recommendation:

a. Which proposal is being recommended? **Ferenczi Consulting, Corp. d/b/a Central Makers**

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 ____ No _____ (Not Applicable)

(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 October 5th, 2026.

IV. Recommendation Approval:

Acceptance to Move Forward with Intent to Award

Signature/Date

9/18/26

Nick Marano, Village Manager

RFP# 2026-12-014 - Food Truck and Market on Park Drive					
		Ferenczi Consulting, Corp. d/b/a Central Makers			
Criteria	Points Allowed	Points Allotted	Points Allotted	Points Allotted	Notes
Evaluation Criteria No. 1	25	F. Carmona	M. Salado	L. Tejeda	
		20	25	22	
Evaluation Criteria No. 2	20	F. Carmona	M. Salado	L. Tejeda	
		18	20	18	
Evaluation Criteria No. 3	15	F. Carmona	M. Salado	L. Tejeda	
		15	15	15	
Evaluation Criteria No. 4	15	F. Carmona	M. Salado	L. Tejeda	
		15	15	13	
Evaluation Criteria No. 5	10	F. Carmona	M. Salado	L. Tejeda	
		10	5	10	
Evaluation Criteria No. 6	10	F. Carmona	M. Salado	L. Tejeda	
		8	5	9	
Evaluation Criteria No. 7	5	F. Carmona	M. Salado	L. Tejeda	
		5	5	5	
TOTAL	100	91	90	92	

RFP# 2026-12-014 - Food Truck and Market on Park Drive			
		Ferenczi Consulting, Corp. d/b/a Central Makers	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Experience Managing Similar Events	25	20	
Evaluation Criteria No. 2: Operational Plan and Proposal Presentation	20	18	
Evaluation Criteria No. 3: Vendor Recruitment Strategy	15	15	
Evaluation Criteria No. 4: Marketing Plan	15	15	
Evaluation Criteria No. 5: Qualifications of Staff	10	10	
Evaluation Criteria No. 6: Cost/Financial Proposal	10	8	
Evaluation Criteria No. 7: References	5	5	
	100	91	
Reviewer Name/Signature:			
Date: 9-15-26			

RFP# 2026-12-014 - Food Truck and Market on Park Drive			
		Ferenczi Consulting, Corp. d/b/a Central Makers	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Experience Managing Similar Events	25	25	
Evaluation Criteria No. 2: Operational Plan and Proposal Presentation	20	20	
Evaluation Criteria No. 3: Vendor Recruitment Strategy	15	15	
Evaluation Criteria No. 4: Marketing Plan	15	15	
Evaluation Criteria No. 5: Qualifications of Staff	10	5	
Evaluation Criteria No. 6: Cost/Financial Proposal	10	5	
Evaluation Criteria No. 7: References	5	5	
	100	90	
Reviewer Name/Signature:		Melissi Salado	
Date:		9-15-26	

RFP# 2026-12-014 - Food Truck and Market on Park Drive			
		Ferenczi Consulting, Corp. d/b/a Central Makers	
Criteria	**Points Allowed**	**Points Allotted**	**Notes**
Evaluation Criteria No. 1: Experience Managing Similar Events	25	22	
Evaluation Criteria No. 2: Operational Plan and Proposal Presentation	20	18	
Evaluation Criteria No. 3: Vendor Recruitment Strategy	15	15	
Evaluation Criteria No. 4: Marketing Plan	15	13	
Evaluation Criteria No. 5: Qualifications of Staff	10	10	
Evaluation Criteria No. 6: Cost/Financial Proposal	10	9	
Evaluation Criteria No. 7: References	5	5	
	100	92	
Reviewer Name/Signature:			
Date: 9-15-26			

REQUEST FOR PROPOSAL

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Food Truck and Market on Park Drive

RFP NO.:

2026-12-014

DUE DATE:

Tuesday, September 8th, 2026 on or before 11:15 a.m. EST (Municipal Building)

ISSUED: Thursday, August 6th, 2026

CONTACT PERSON:

Procurement Specialist
Alessia Bencomo
Finance Department – Procurement Division
abencomo@palmettobay-fl.gov

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4
SECTION 3.0 TERMS AND CONDITIONS	5 - 12
SECTION 4.0 SCOPES OF SERVICES	13 - 17
SECTION 5.0: EVALUATION AND CONTENT OF PROPOSALS	18 - 20
SECTION 6.0 SCHEDULES OF EVENTS	21 - 22
SECTION 7.0 REQUIRED PROPOSAL SUBMITTAL FORMS	23 - 45
SECTION 8.0 OTHER FORMS	46 - 47
SECTION 9.0 EXHIBITS	48 - 65
AGREEMENT	66
Exhibit “A”: Food Truck and Market on Park Drive – Sitemap	67

SECTION 1.0: Advertisement

REQUEST FOR PROPOSAL (RFP)
Food Truck and Market on Park Drive
No. 2026-12-014

The Village of Palmetto Bay is seeking proposals from qualified companies to plan, organize, manage, operate, market, and oversee a recurring Food Truck Market event to be held on Park Drive within the Village. The selected Company shall provide turnkey management services for the event, creating a vibrant, family-friendly gathering that supports local businesses, encourages community engagement, and provides high-quality food while maintaining safe and efficient operations. These services are to be provided with certain performance measures defined by this RFP. The Village will **receive sealed proposals no later than 11:15 a.m.** on or before **Tuesday, September 8th, 2026** (late submittals, email submittals, and facsimile submissions will not be accepted) **by the Village Clerk at the Village Hall Municipal Center located at 9705 East Hibiscus Street, Palmetto Bay, Florida 33157**. All proposals 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 documents and submit one (1) original and a flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Food Truck Market on Park Drive RFP# 2026-12-014**". **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-submission meeting is scheduled for **Tuesday, August 18th, 2026, at 11:00 a.m.** at the Village Municipal Center at 9705 E. Hibiscus Street, Palmetto Bay, FL 33157. The proposal documents may be obtained on or after **Thursday, August 6th, 2026**. All documents 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.

The Village reserves the right to reject any and all proposals or parts thereof, to terminate the process at any time, solicit the Project, waive any informalities, technicalities or irregularities, to disregard all non-conforming, conditional or counter-proposals, 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. Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

SECTION 2.0: Introduction

VILLAGE OF PALMETTO BAY ("Village")

Food Truck Market on Park Drive (the "Project")

The Village of Palmetto Bay ("Village") is soliciting proposals from qualified and experienced companies to provide turnkey management, operation, marketing, and coordination services for a recurring Food Truck Market event to be held on Park Drive within the Village.

The Village envisions the Food Truck Market as a signature community gathering that brings residents and visitors together through a vibrant mix of local cuisine. The event is intended to activate public spaces, support small businesses and local entrepreneurs, encourage community engagement, and enhance the overall quality of life within the Village.

The Village seeks an innovative and experienced partner capable of developing a sustainable, high-quality event that can grow over time, attract a diverse audience, and become a premier community destination for residents and visitors alike.

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.01 Requirement to Meet All Provisions

Each Proposer shall meet the terms and conditions of the RFP specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Proposer acknowledges and agrees with and accepts all provisions of the RFP specifications.

3.02 Errors and Omissions in RFP

Proposer is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Proposer is to promptly notify the Village's Procurement Specialist, in writing, if the Proposer discovers any ambiguity, discrepancy, omission, or error in the RFP 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 proposals. Modifications and clarifications will be made by addenda as provided below.

3.03 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing. With respect to questions about the meaning or intent of the questions shall be submitted in writing to the Village.

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 Proposer 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 proposal documents.

Inquiries must be received by Tuesday, August 25th, 2026, no later than 3:00 p.m. The Addendum will be posted by Wednesday, August 26th, 2026, no later than 3:00 p.m. on Demand Star.

3.04 Addenda to RFP

The Village may modify or clarify the RFP, 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 RFP for proposal purposes. The Village will make reasonable efforts to notify Proposers in a timely manner of modifications to the RFP. Notwithstanding this provision, Proposers 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 proposal is submitted. Each Proposer should acknowledge receipt of any addenda by so indicating in their proposal submission. Each Proposer acknowledges receipt of any addenda and is responsible for the contents of the addenda and any

changes made to the proposal. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.05 Proposal Withdrawal and Opening

A Proposer may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for the proposal closing. A Proposer who withdraws its proposal prior to this time may still submit another proposal. If the Proposer chooses to withdraw their proposal after the Proposer 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 proposals will be opened and declared publicly. A Proposer and/or its representative are invited to be present at the opening of the proposal.

3.06 Revision of Proposals

At any time during the submittal evaluation process, the Village may require a Proposer to provide written clarification of its submittal.

3.07 Reservations of Rights by the Village

The issuance of this RFP 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, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue an RFP;
- 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 RFP, or the requirements for contents or format of the submittals;
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Proposer that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Proposer.

3.08 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Proposer to observe any provision of this RFP.

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 proposal 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 Proposer and the Procurement

Specialist regarding this proposal 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 Proposer prior to the execution of an agreement, including but not limited to costs incurred as a result of preparing a response to this RFP.

Proposers are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions and failure to do so will be at the Proposers own risk.

3.11 Certification

The Proposer must sign all the required forms included under Section 7.0:

1. Drug-Free Workplace Certification
2. Subcontractor List
3. 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 Proposer shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- 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, and 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) days written advance notice to the Village subject to the Village's approval. Compliance with the foregoing requirements shall not relieve the Proposer of this liability and obligation under this section or under any other section in the Agreement.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Proposer 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 Proposer fails to submit the required insurance documents in the manner prescribed within fifteen (15) calendar days after Village notification to comply, the Proposer shall be in default of the contractual terms and conditions and award of the Agreement will be rescinded, unless such time frame for submission has been extended by the Village.

The Proposer 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 Agreement, 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 Proposer 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 Agreement 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 Agreement. **ALL INSURANCE POLICIES SHALL NAME THE VILLAGE AS AN ADDITIONAL INSURED.**

3.15 Accounting

Please note that failure to provide a detailed invoice could result in delay of payment and include termination of any Agreement.

Invoices, unless otherwise indicated, must show purchase order number, and shall be submitted to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.16 Statement of Contract Disqualifications

Each Proposer shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.17 Submittal of One Proposal Only

No individual or business entity shall be allowed to make more than one proposal, or to be interested in more than one proposal.

3.18 Company Responsibilities

The Company shall not look at the Village of Palmetto Bay or any Village owned properties to pay for damages to the Company's personal property, the Company's employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.19 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 proposal. 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 Proposer to comply with the particular term and/or condition of the proposal to which the Proposer took exception. Failure to comply may be cause for rejection of the proposal.

3.20 Non-Appropriation of Funds

The Village reserves the right to terminate in whole or in part the Agreement in the event that sufficient funds to complete the Agreement are not appropriated by the Village.

3.21 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.

3.22 Contract Time

The number of days within which, or the date by which, the Work is to be completed is included in the Agreement. Time is of the essence regarding all terms and conditions in the Agreement.

3.23 Liquidated Damages

The Proposer and the Village recognize that time is of the essence of this Agreement 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 Agreement. The Proposer also recognize the expense and difficulties involved in a legal or arbitration proceeding. The Proposer 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 Proposer and the Village agree that as liquidated damages for delay, but not as a penalty, the Proposer shall pay the Village the amount of One Thousand Dollars and Zero Cents ($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 Proposer's applications for payment. However, if at the time of the Proposer's final application for payment, the Proposer is owed insufficient amounts to fully cover the deduction for liquidated damages, then the Proposer shall pay the amount due within ten (l0) days of written demand by the Village.

3.24 Litigation

Proposers 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 Proposer, any of its employees, or subcontractors has been involved in within the last three (3) years.

3.25 Subcontractors

If the Proposer 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 proposal. Following the award of the agreement, no additional subcontracting 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 Proposer shall submit with the proposal 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 Proposal Form. The Proposer 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 Agreement 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 Proposal 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 proposal, 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 Proposer to submit an acceptable substitute without an increase in the proposal price. If the apparent

successful Proposer declines to make any such substitution, the Agreement shall not be awarded to such Proposer and the Bid Guaranty of that Proposer 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 proposal being deemed non-responsive.

If the Agreement Price is on the basis of Cost-of-the-Work Plus a Fee or GMP, the eventual successful proposer, prior to the Notice of Intent to Award, shall identify in writing those portions of the Work that such Proposer proposes to subcontract and after the Notice of Intent to Award may only subcontract other portions of the Work with the Villages written consent.

3.26 Indemnification

The Proposer 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 Proposer or its employees, agents, servants, partners, principals or subcontractors. The Proposer 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 Proposer's negligence, at both trial and appellate levels. The Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Proposer 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.

3.27 Quality

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP 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.**

3.28 Protests, Appeals and Disputes

The procedures and requirements for proposal 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

3.29 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 Agreement.

3.30 E-Verify System

In accordance with Chapter 448.095, Florida Statutes, a public employer, Contractor, or sub-Contractor may not enter into an Agreement unless the Proposer registers and uses the Federal E-Verify System. Thus, the Village may not enter into or renew any Agreement with a Proposer that is not enrolled and uses the E-Verify system, and such Proposer is obligated to do so. The Village may ask for verification that the Proposer has registered and is using the E-Verify system. The Proposer may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

3.31 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 Agreement, the Village 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

Objectives
The objective of this event is to:

- Create a recurring community destination event.
- Provide a diverse selection of quality food vendors.
- Support local and regional food truck businesses.
- Encourage community gathering and economic activity.
- Increase activation of Village public spaces.
- Ensure safe, clean, and professionally managed operations.

Event Location
Park Drive
Village of Palmetto Bay, Florida

The Village reserves the right to modify the event footprint or relocate the event within Village-owned property if operationally necessary.

Event Schedule

- Thursdays, 5 p.m. to 9 p.m.
- Typical operating hours:
  - Setup – 3 p.m.
  - Public Event Hours – 5 p.m. to 9 p.m.
  - Breakdown 9 p.m. to 10 p.m.

Exact dates and hours shall be approved by the Village. The Village reserves the right to modify days and times of the event.

4.02 Company Responsibilities

The Company shall provide all management services necessary for successful operation of the Food Truck and Market, including but not limited to:

A. Event Planning
Develop an operational plan including:

- Vendor layout
- Traffic flow
- Emergency access
- Pedestrian circulation
- Seating areas
- Generator locations (if applicable)

B. Food Truck Recruitment

Recruit, schedule, and manage food vendors including:

- Minimum number of food trucks established by the Village (example: twelve to twenty (12–20) trucks per event)
- Variety of cuisine types
- Specialty food vendors
- Dessert vendors
- Beverage vendors (non-alcoholic)

Avoid duplication of food offerings whenever possible.

C. Vendor Management

The Company shall:

- Execute vendor agreements
- Collect vendor fees
- Coordinate arrival and departure
- Assign vendor locations
- Verify licenses and permits (all vendors must have an active and valid Business Tax Receipt (BTR) from the Village)
- Maintain vendor communications
- Enforce event rules

D. Vendor Requirements

Ensure all vendors possess current:

- Florida Business License
- Florida Sales Tax Certificate
- Miami-Dade County Health Department permits (as applicable)
- Fire inspection approvals (where required)
- General Liability Insurance (where required)
- Vehicle Insurance (where required)
- Any permits required by local or state agencies

E. Event Operations

Provide onsite management including:

- Event Manager
- Vendor Coordinator
- Set-up personnel
- Check-in staff
- Event supervision throughout operating hours
- Breakdown coordination

F. Marketing

Develop and implement a marketing plan including:

- Social media
- Event listings

- Digital advertising
- Community calendars
- Email marketing
- Vendor promotion
- Printed promotional materials (as approved)

Coordinate all marketing with the Village Communications Department.

G. Safety

Coordinate with the Village regarding:

- Emergency access
- Fire lanes
- Vendor spacing
- Generator safety
- Public safety concerns
- Incident reporting

H. Utilities

Coordinate all utility needs including:

- Generator placement
- Electrical needs
- Water (if available)
- Lighting

I. Parking and Traffic

Coordinate with the Village regarding:

- Vendor parking
- Public parking
- ADA accessibility
- Traffic management
- Loading and unloading

4.03 Village Responsibilities

The Village may provide:

- Event site
- Access to Park Drive
- Coordination with Police
- Event permits (where applicable)
- Communications support
- Approval of marketing materials

The Village reserves the right to modify these responsibilities.

4.04 Insurance

The Company shall maintain insurance meeting Village requirements including:

- Commercial General Liability
- Automobile Liability
- Workers' Compensation
- Umbrella Liability (if required)

The Village shall be named as an Additional Insured.

4.05 Performance Standards

The Company shall:

- Arrive on schedule.
- Maintain professional staff.
- Ensure vendors comply with all regulations.
- Resolve operational issues promptly.
- Maintain a clean event site.
- Provide excellent customer service.

4.06 Reporting

Following each event, the Company shall submit:

- Attendance estimates
- Vendor participation
- Vendor sales (if available)
- Marketing summary
- Incident reports
- Recommendations for future improvements

4.07 Proposal Requirements

Proposers shall include:

- Company qualifications
- Years of experience
- Similar events managed
- References
- Proposed staffing plan
- Marketing strategy
- Vendor recruitment strategy
- Event operations plan
- Sample site layout
- Sample event schedule
- Fee proposal
- Revenue to Village

4.08 Proposal Sheet

RFP# 2026-12-014
Food Truck and Market on Park Drive

The Proposer must provide the Village with a detailed price breakdown of the costs associated with the Project.

1. The price listed from the Proposer shall include the total cost to complete the Work including but not limited to materials, labor, equipment, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

2. 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.

3. I understand and agree to be bound by the conditions contained in this RFP and shall conform with all requirements of the RFP.

_____
Name

_____
Signature

_____
Title

_____
Date

Section 5.0: Evaluation and Content of Proposals

Required RFP Submittal Format

Title Page: Title page shall show the request for proposal subject, title and proposal number; the Company's name; the name and address of a contact person; and the date of the proposal.

Tab 1 – Cover Letter: Introducing the Company, summarizing experience, and committing to the scope of services.

Tab 2 – Company Profile: Including organizational history, mission, ownership, and management structure.

Tab 3 – Qualifications: Proof of licenses and insurance.

Tab 4 – Relevant Project Experience: Minimum of three (3) similar projects.

Tab 5 – Cost/Financial Proposal

Tab 6 – List of Subcontractors (if applicable)

Tab 8 – Village Required Submittal Forms from Section 7.

Tab 9 – Addenda: Proposers are required to acknowledge receipt of any formal Addendum by signing the Addendum and including it with the proposal submission. A Proposer's failure to include a signed formal Addendum in its proposal submission may deem its proposal non-responsive.

PROPOSAL SUBMITTAL CHECKLIST

To be responsive, the Proposer must submit the following items:

One (1) sealed envelope which includes: One (1) original and a flash drive of your submittal no later than 11:15 a.m. EST September 8th, 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 proposal 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

EVALUATION OF PROPOSALS

The award of the contract is subject to Village Council approval. Other aspects of approval are if the Company has the experience, capability, necessary facilities, and financial resources to complete the agreement in a satisfactory manner within the required time.

The Company to perform the work in conformity with the agreement documents, and the Company shall furnish to the Village all such information and data for this purpose as the Village may request.

The Village has the right during the evaluation to contact the Company(s) for additional essential information to complete their score. The Parks and Recreation Department assigned personnel shall evaluate and rank each Proposal. Selection will be granted to the highest scored Company.

Proposals shall be evaluated and ranked based on, among additional factors, the following:

Proposal Evaluations and Ranking

The Evaluation Committee will evaluate and rank the proposals based on the following criteria. Proposers are encouraged to identify and include critical proposal elements and keep their proposals concise:

Proposer			
Criteria	*Points Allowed*	*Points Allotted*	*Notes*
Experience Managing Similar Events	25		
Operational Plan and Proposal Presentation	20		
Vendor Recruitment Strategy	15		

Marketing Plan	15		
Qualifications of Staff	10		
Cost/Financial Proposal	10		
References	5		
TOTALS	**100**		

SECTION 6.0: Schedule of Events

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Thursday, August 6th, 2026	Posted on the Miami's Community Newspaper and Village Websites	
Pre-Submission Meeting	Tuesday, August 18th, 2026	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus St, Palmetto Bay, FL 33157	11:00 a.m.
Last day to Submit Questions	Tuesday, August 25th, 2026	Via Email to abencomo@palmettobay-fl.gov	3:00 p.m.
Addendum Posting	Wednesday, August 26th, 2026	Posted on DemandStar	3:00 p.m.
Proposal Submission Date	Tuesday, September 8th, 2026	Village of Palmetto Bay Municipal Center **ATTENTION TO THE VILLAGE CLERK** 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	11:15 a.m.

A. Competency and Responsibility of Company
The Village reserves full discretion to determine the competence and financial status of the Proposer. The Proposer will provide, in a timely manner, all information that the Village deems necessary to make such decision.

B. Contract Requirement
The Proposer 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 prepared by the Village Attorney and a draft is included in this Request.

C. Insurance Requirements
The Proposer 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 the Agreement execution.

D. Business License & Tax
The Proposer 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 Proposer 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 Proposer's bond or security is required; and an award may be made to the next highest ranked Proposer 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 Proposal Form have been completed.

SECTION 7.0: Required Proposal 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 Agreement.

Classification of Work	Subcontractor Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at least ***three (3)*** references, 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: Food Truck and Market on Park Drive
Request for Proposal No. 2026-12-014

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 consultant 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 RFP and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this 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 _____, RFP# 2026-12-014, 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: _____

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

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 8.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Food Truck and Market on Park Drive**
RFP No. 2026-12-014 in accordance with Agreement Documents as prepared by the Village

This is to advise that the Village of Palmetto Bay intends to award the Agreement for the above referenced Project as a result of your proposal of: _____ Dollars ($_____) submitted to the Village of Palmetto Bay (Owner) on _____(Date).

Two (2) sets of the Agreement Documents for this Project are attached. Each set contains an unexecuted Contact. Please execute all copies of the Agreement 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.

Your attention is invited to the provision whereby your Bid Security shall be forfeited in the event the Agreement with satisfactory Performance and Payment Bonds attached is not executed and delivered to the Owner and all other requirements of the Request for Proposal met within ten (10) consecutive calendar days from _____.

Sincerely,

Alessia Bencomo
Procurement Specialist

Cc:

Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Company

_____
Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: **Food Truck and Market on Park Drive**
RFP No. 2026-12-014 in accordance with Agreement Documents as prepared by the Village

One executed copy of your Agreement 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 Agreement Documents on the Commencement date. Said date shall begin the Agreement Time.

The Village of Palmetto Bay Manager's Office Director and/or his/her designee will be responsible for this project.

Sincerely,

Alessia Bencomo
Procurement Specialist

SECTION 9.0: Exhibits

Draft Master Agreement for: Food Truck and Market on Park Drive

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 request for proposal ("_____") 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

DRAFT

(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

DRAFT

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.

DRAFT

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

DRAFT

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.

DRAFT

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

DRAFT

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)

DRAFT

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.

DRAFT

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:**

DRAFT

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:

DRAFT

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:

DRAFT

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

DRAFT

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

DRAFT

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:

DRAFT

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

DRAFT

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

DRAFT

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.

DRAFT

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.

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.

DRAFT

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

Attachments to this Solicitation

Exhibit "A": Food Truck and Market on Park Drive – Sitemap (.PDF FILE)

(***Total of one (1) .pdf to download with solicitation***)

Food Truck and Market on Park Drive RFP # 2026-12-014

Ferenczi Consulting dba Central Makers
15351 SW 87th Court
Palmetto Bay, FL 33157
305-766-3536

Date Due: Sept 8, 2026



RFP #2026-12-014
Operation of an Food Truck and Night Market

Village of Palmetto Bay
9705 Hibiscus Street
Palmetto Bay, Fl. 33157
Attn: Alessia Bencomo

Dear Ms. Bencomo,

Ferenczi Consulting, now dba as Central Makers, has managed and operated the Sunset Eats Night Market for two years. Until it's closure, we oversaw the Palmetto Bay Market, Ferenczi Consulting is an experienced events and management company with a long-standing history in both large-scale and community-focused events. Our portfolio includes major regional events such as the Great Grove Bed Race and the Volvo Ocean Race, as well as beloved local markets including the Palmetto Bay Market, Coconut Grove Artisanal Market, St Stephen's Art & Makers Fest and Central Makers in Kendall. We also currently run a Market and Food Truck Event at Gold Coast Railroad Museum and Schnebly Redlands Winery & Miami Brewing Company, Pinto Farms as well Cornerstone Farmers Market which is currently closed for the season.

Ferenczi Consulting builds upon more than 20 years of hands-on experience in event planning and community programming, with roots in the industry dating back to 2009. Our mission is centered on creating consistent, year-round events that support the success of small business owners, artisans, and makers within the local Miami market. At the Sunset Eats Night Market, we have cultivated a loyal customer base that returns weekly to support their favorite vendors, fostering meaningful connections between residents and local entrepreneurs. Over the summer, we have built a community, a meeting place for families and friends to enjoy a community walk in the park or free Salsa Lessons, Yoga & Stretching classes. Families came week after week to trade FIFA cards during the games.

This community is made up of dedicated market managers who genuinely care about their vendors, hardworking and committed vendors, and a supportive, engaged Palmetto Bay & Cutler Bay community that continues to show up week after week.

As residents of the Town of Palmetto Bay, there is nothing more important to us than the community in which we live and raise our children. Our commitment is both personal and professional. Over the past year and a half, we believe our dedication to creating a thriving, family-friendly, and valued market experience for Palmetto Bay has been clearly demonstrated. We are deeply invested in the long-term success of the town and in creating spaces that bring neighbors together, support local businesses, and strengthen community ties.

We appreciate your time and consideration of our proposal and welcome the opportunity to continue working together in service of the Palmetto Bay community.

Sincerely,
Barbara & Ed Ferenczi
www.centralmakers.com
305-766-3536 Barbara
786-556-6446 Ed

Entity Information and Company Profile

1. The name and legal description of the entity proposing to be the Market Manager, a detailed description of the ownership structure of that entity and resumes for all principals with 5% or greater ownership.

Entity Name:	Ferenczi Consulting dba Central Makers
Entity Legal Description:	LLC
Ownership Structure:	Barbara & Ed Ferenczi 100 % Owners

Relevant Experience

Event Production and Markets Include:

- The Palmetto Bay Market
- Sunset Eats Night Market
- Central Makers Market at Gold Coast Railroad Museum
- Central Makers Market Schnebly Winery & Miami Brewing Co
- Cornerstone Farmers Market
- Central Makers Market at Rocketeer Beer and Liquid Provisions
- St Stephen's Art & Makers Fest
- Great Grove Bed Race
- Volvo Ocean Race – Village Market
- Coconut Grove Artisanal Market
- Foodie & Farmers Market – Coconut Grove Market
- Cars & Cigars, The Barnacle
- The 20 a Wynwood Pop Up Farmers Market
- Central Makers – Kendall
- Summer Brews at TANK, Artisan Village

Our Team – Company Profile

Team Members

Barbara Ferenczi Co-Owner	Barbara Ferenczi has 20 years in event production and community markets. Some events include Stephen's Art Show in Coconut Grove. I also was part of the team at Volvo Ocean Race which was a year-round global boat racing event. I have experience with farmers and artisan markets in Coconut Grove from 2021 to 2023, Pop Up Market in Wynwood 2022– 2023, managing the market at Coral Reef Park from 2024 until January 2026. In addition currently Produce Central Makers at Gold Coast Railroad Museum, Central Makers at Schnebly Redlands Winery & Miami Brewing Co, Pinto Farms Market Cornerstone Farmers Market in Cutler Bay My skill set also included creative, video production social media and content creation.
Edward Ferenczi Co-Owner	Ed Ferenczi is a valued member of the Palmetto Bay Market Team, where he plays a key role in managing vendor load-in and maintaining safe, efficient traffic flow to ensure smooth market operations. With more than 30 years in real estate, Ed has deep roots in the community and a strong understanding of the area and the people it serves. His long-standing involvement in local initiatives—including Bays Cart Clubs, Southwood Middle School Event Dads, and other neighborhood events—reflects his commitment to community connection and service. Ed also actively supports the veteran community through his work with VAREP, bringing a spirit of leadership, reliability, and civic pride to everything he does.
Lilah Martin Coordinator	Lilah Martin brings strong organizational skills and hands-on experience to her role as Market Coordinator and Assistant Manager. She effectively assisted with vendor placements, oversaw smooth load-in and setup, and ensured market operations stayed on track from start to finish. Lilah also confirmed payments from unlisted vendors, maintaining accurate records and clear communication, while serving as a secondary point of contact for customer service throughout the day. Her ability to support vendors, answer questions, and resolve issues in real time contributed to a well-run, welcoming market experience for both vendors and guests.

Company Profile & Proven Success

Ferenczi Consulting dba Central Makers

Proven Track Record

We have a proven track record growing, managing, and sustaining local farmers, artisan & food markets demonstrating the consistency, reliability, and leadership required to operate a high-quality community markets.

Our organization currently runs Central Makers at Gold Coast Railroad Museum, Sunset Eats Night Market, Central Makers at Schnebly Redlands Winery and Miami Brewing Company and Cornerstone Farmers Market and we are opening at Pinto Farms in October. We also used to run the market at Coral Reef Park, (2) Markets in Coconut Grove and (1) in Wynwood.

Municipal & Community Experience

Ferenczi Consulting, dba Central Makers, brings extensive experience working collaboratively with municipalities, municipal departments, community organizations, and local stakeholders throughout South Florida. For more than two decades, I have been involved in community events and large-scale event operations, and since 2021, we have successfully owned and operated our own markets and events.

Our municipal experience includes working with Cutler Bay Commissioners Robert Duncan and Suzy Lord through our work with Cornerstone Market, as well as close coordination with the Village of Palmetto Bay's police department, municipal staff, and Parks and Recreation personnel. In Coconut Grove, we worked closely with the Coconut Grove Business Improvement District (BID) and the Coconut Grove Merchant Group, developing a strong understanding of the importance of communication, coordination, and responsiveness when operating within established communities. Over the years, we have developed strong relationships with municipal departments, town staff, parks and recreation personnel, law enforcement, local businesses, community organizations, and residents. We understand that successful market operations require much more than simply bringing vendors to a location. They require careful planning, consistent communication, attention to public safety, and a commitment to being a responsible community partner.

Proven Track Record of Success

A Commitment to Being Good Neighbors

An equally important part of our approach is our commitment to being good neighbors. We recognize that a successful market must work not only for vendors and visitors, but also for the residents and businesses surrounding it. We actively listen to community feedback and are willing to make operational adjustments when appropriate to address the needs and concerns of nearby residents. Our experience has taught us that strong community relationships are essential to the long-term success of any recurring event.
We view a market as more than a commercial venue. It is a community asset. The strongest markets are those that reflect the character of the neighborhood, provide opportunities for local businesses and artisans, create positive experiences for residents, and contribute to the vitality of the surrounding community.

Proven Market Operations

Since 2021, Ferenczi Consulting, dba Central Makers, has fully owned and operated our markets and events, managing the process from planning and vendor recruitment through on-site execution and post-event operations. We currently operate several markets, along with pop-ups and specialty events throughout South Florida.

Our responsibilities include vendor recruitment and management, permitting coordination, municipal communication, site logistics, event staffing, marketing and promotion, load-in and load-out, public safety coordination, customer experience, and day-of-event management.

Because we operate our markets ourselves, we have a direct understanding of what is required to successfully execute an event in a public space. We are not simply an outside promoter or booking company. We are hands-on operators who take ownership of the entire market experience.

Our market operations are also supported by an extensive vendor network developed over many years of event production and market management. This allows us to continually introduce new artisans, food vendors, small businesses, and community partners while maintaining a strong core of reliable vendors.

Our experience operating in municipal and community environments has reinforced a simple principle: the success of a market is measured not only by attendance or vendor participation, but by how well it serves the community and how responsibly it operates within the surrounding neighborhood.

We bring that philosophy, along with more than two decades of event experience and a proven track record of successful market operations since 2021, to every community we serve.

4.0 Proven Track Record & Vendor Management

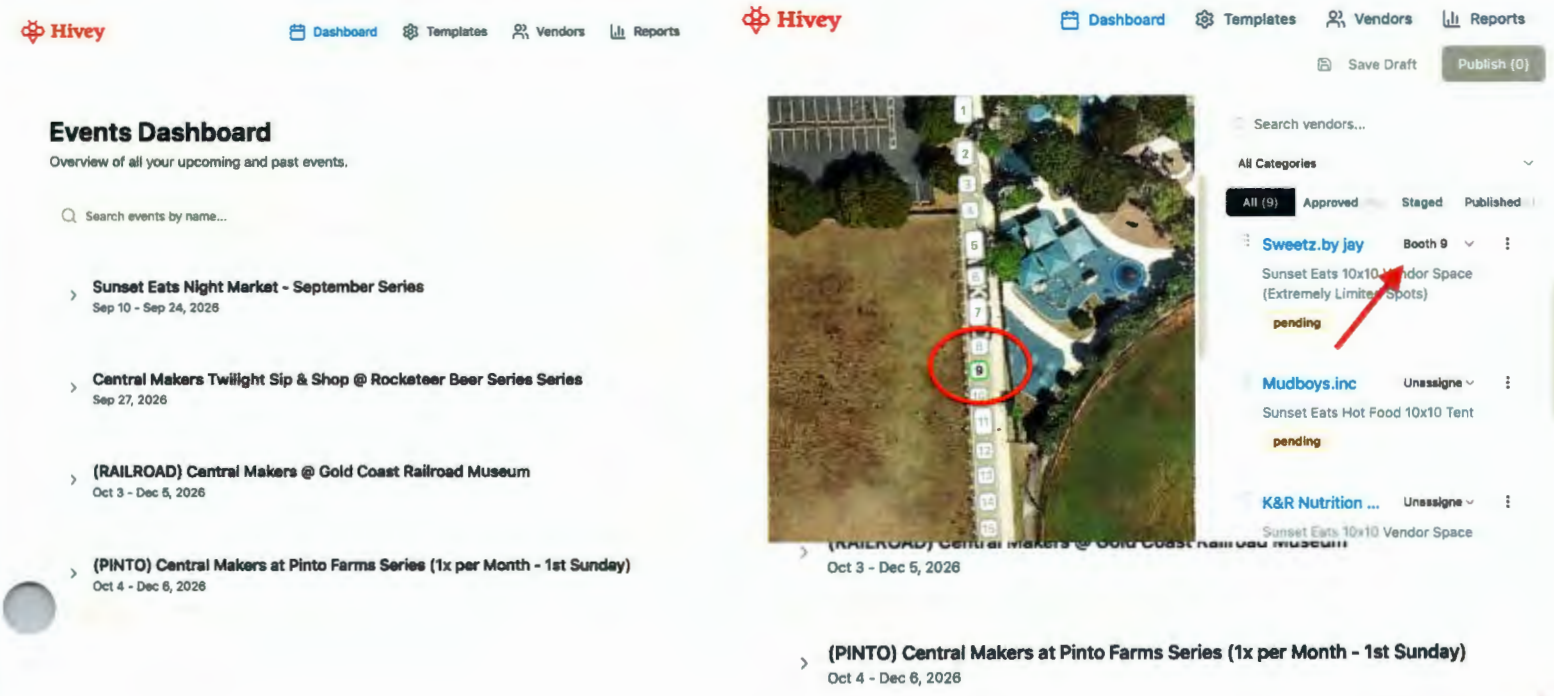
In addition to the Company Profile & Management Structure already listed in the previous pages, Ferenczi Consulting dba Central Makers database of vendors is extensive in the South Florida Market with well over 2,000 vendors in the local area. Ferenczi Consulting brings more than ten years of experience in sourcing, coordinating, and overseeing events and vendors. We maintain a robust, privately managed database of over 2,000 South Florida–based farmers, artisans, and specialty vendors, providing us with a deep and diverse pool of qualified participants. That list grows daily, as our reach in the community and referrals from current vendors continues to grow.

We have purchased new signage, market signs, A-frames & flag signs for use around the market.

Our vendor onboarding process is comprehensive and secure, requiring detailed applications that include product categories, written descriptions, photos of merchandise and booth presentation. Vendor placement and participation are thoughtfully curated rather than determined by application order. We use a system called Hivey, which allows us to easily accept, regret, and categorize vendors. Vendors are strategically positioned to create a balanced and cohesive mix of offerings, minimize duplication, and promote consistent foot traffic throughout the market—benefiting both shoppers and vendors alike.

We prioritize ongoing communication and strong professional relationships with our vendors, encouraging collaboration while upholding clear expectations and operational standards. Each market is supported by an on-site Market Manager who oversees setup and breakdown, manages daily operations, and ensures compliance with all health, safety, sanitation, and food-handling requirements.

This organized yet supportive approach allows us to deliver well-run markets that effectively serve vendors, visitors, and the surrounding community.



SECTION 4.0: Scope of Services

Objectives:

Sunset Eats Night Market – Community Engagement & Event Overview

Sunset Eats Night Market has grown into a recurring Thursday evening community destination at Palmetto Bay Park, bringing together local residents, families, businesses, fitness enthusiasts, sports organizations, and small business owners in a welcoming and family-friendly environment.

Our goal is to create more than a traditional food market. We strive to provide an ongoing community experience that encourages residents to eat, connect, participate, support local businesses, and enjoy their neighborhood park.

Diverse Food & Local Vendors

Each week, we offer a diverse selection of locally owned food and beverage vendors, creating something for virtually every taste. Offerings include, but are not limited to:

•BBQ and Southern Comfort Food
•Cuban Sandwiches
•Smash Burgers
•Mexican Cuisine
•Chicharrón
•Sushi
•Italian Cuisine
•Soul Food
•Ceviche
•Specialty Sandwiches
•Sweet Treats and Baked Goods
•Sourdough
•Boba
•Açaí Bowls
•Fresh Lemonade
•Coffee, Tea and Matcha

We have our staples, that return every week but we also offer a rotating selection of new vendors which encourages visitors to return each week while providing small and emerging businesses with an opportunity to reach new customers.

Community Programming

A key component of Sunset Eats is our commitment to providing free and accessible activities for the community. (continued on next page)

Scope of Work – 4.1

We currently offer:

•Free Salsa Lessons, which have become a popular recurring activity
•Community Walks with Coach Tania
•Yoga & Stretching in the Park, which continues to gain popularity and has significant potential for growth as the weather becomes more favorable
•On-Site DJ to Keep the Vibe Going
•We had a local radio station on site and ads running on their station (102.7)
•Sticker Trading for FIFA and Will Introduce Pokemon Trading as well.

I will be creating a kids zone with the help of some community members – if awarded the RFP for the year, that will be a 2027 goal. I have some Youth Artisans that have come to site. It is always nice to support Young Entrepreneurs.

We provide opportunities to collaborate with the sports organizations already operating at the park and family-oriented activities and community gatherings. We are also actively exploring partnerships with additional community groups and hobby organizations.

Our outreach currently includes nearby businesses and communities such as Venture X Palmetto Station and Indigo Palmetto Bay, Nikolaus Outpatient as well as the private residences located directly behind the park. We utilize direct community outreach, including mailers and door hangers, to make nearby residents aware of the event.

We also offer nearby businesses the opportunity to participate as Community Partners. Local businesses are welcome to attend the market, distribute promotional materials, and connect directly with residents. In addition, we share our vendor relationships and contacts when appropriate to help local businesses source food and other services for their own events and activities. For example, Venture X Palmetto Station has utilized several of our vendors for its corporate lunch program and has also participated at our market with a tent, table, and promotional materials at no cost.

An Interesting example of something very popular was was our FIFA Sticker Trading Station. What began with one table quickly expanded to three tables as participation grew. Families and children of all ages gathered throughout the evening, many bringing picnic blankets and spending time together on the grass while completing their collections.

The success of the FIFA Sticker Trading Station reinforced the value of creating activities that give people a reason to stay, interact, and build connections. We intend to continue exploring similar opportunities with organizations and groups such as Pokémon and other trading-card communities. Partnerships with Local Businesses & Neighborhoods. For example: paying Grace Brothers a visit and having them do a class demo on site. We make a deliberate effort to engage the businesses and residential communities surrounding Palmetto Bay Park. (Mah Jong in park when the weather improves)

I make every effort to avoid duplicate food offerings and maintain a diverse selection for customers. I rotate hamburger vendors, and they have been very cooperative in sharing the available weeks. I follow the same approach with our dessert vendors. While we may have more than one sweets vendor, once applications are received, I connect the vendors by email so they can communicate directly about what they plan to offer. This helps ensure variety—one may offer cinnamon rolls, another cheesecake, cookies, carrot cake, banana bread, and other specialty items. Overall, our vendors have been very cooperative and do an excellent job of working together to maintain variety and a positive market experience.

C & D. Vendor Management & Requirements.

Vendor Management & Compliance Process

I utilize Hivey, as a CRM & vendor management system specifically designed for market managers and developed by professionals who operate markets themselves. Because the platform was created from the perspective of actual market operators, it is designed to address the operational, compliance, and administrative requirements associated with managing vendors and events.

Our CRM serves as the central location for all vendor information and documentation. Vendor applications require all applicable fields and required documentation to be completed before the vendor can proceed through the application process. This includes licenses, permits, insurance documentation, and any other requirements established for the market.

A part of the application process, vendors are provided with the applicable Vendor Agreement, Terms and Conditions, and Waiver and Release of Liability, Licenses and Insurance documents.

The waiver identifies Palmetto Bay Markets, the applicable property/park, and the Village of Palmetto Bay, as appropriate. Vendors are required to acknowledge that they have received, read, and agreed to the applicable terms and documents before moving forward.

All submitted documentation remains securely associated within the CRM, creating a centralized record that can be accessed as needed.

As far as any special Village Licenses, I am in close contact with Jackie from the Village of Palmetto Bay on what she requires.

Objectives Continued:

Our Vision

Sunset Eats is continuing to evolve into a weekly community gathering rather than simply a food market.

Through food, fitness, recreation, family activities, local business partnerships, sports, hobby groups, and community engagement, we are creating an environment where residents have a reason to return each week and where local businesses have an opportunity to become part of the neighborhood.

Our continued focus will be on expanding community partnerships, introducing new interactive programming, supporting local businesses, and creating a safe, clean, family-friendly destination that complements the existing activities and amenities at Palmetto Bay Park.

I have watch the evolution of markets, it seems to be a very popular trend popping up on every corner. I honestly feel it is crucial to the markets success to create events, fun, community and engaging events and the market and vendors become one with that space. Give people a reason to join us, not just to shop, or spend money but to be a part of our community and our market family.

B. Food Truck & Vendor Recruitment

I have built a large and diverse database of vendors through my years of managing markets. I continually expand that database by attending food events, exploring new markets, and using Instagram and other social platforms to identify new and exciting vendors who may be a good fit for our team.

Our vendor database is maintained through Mailchimp, with clear opt-in and unsubscribe options to ensure vendors can easily manage their communication preferences. Vendors who are already registered in our CRM automatically receive notifications through the system whenever a new event or additional date is added. This creates a very streamlined and efficient communication process.

To date, the minimum number of food and beverage vendors at one of our events has been approximately 25, with our larger events reaching approximately 37 vendors.

We offer a broad and continually rotating selection of food and beverages, including, but not limited to: BBQ, Cuban sandwiches, smash burgers, Mexican cuisine, chicharrón, sushi, Italian cuisine, soul food, Southern comfort food, specialty sandwiches, ceviche, sourdough, boba, acai bowls, lemonade, coffee, tea, matcha, natural juices, and other specialty beverages. We also feature specialty vendors such as artisan sourdough, specialty coffee and matcha, along with a strong selection of dessert and baked-good vendors. Offerings have included donuts, banana bread, cookies, cakes, cinnamon rolls, and other specialty treats. Our beverage vendors are particularly popular and include boba, hot and cold coffee and teas, fresh lemonade, natural juices, and hydration-focused beverages.

I make a conscious effort to avoid unnecessary duplication of food offerings. For example, I rotate our hamburger vendors, and they have been very cooperative in sharing available dates. I take the same approach with our dessert vendors. While we may have multiple vendors in the same general category, I connect them by email once applications are received so they can communicate directly about what each vendor plans to bring. This allows them to coordinate their offerings and, when possible, rotate their specialty items from week to week.

I believe in being transparent with our vendors and creating an environment where everyone has an opportunity to succeed. The vendors have been very receptive to this approach and work together to provide customers with a diverse, exciting, and continually changing selection each week.

Scope of Work – Vendor Management

Vendor Management & Dashboard

Each vendor receives a complimentary dashboard in our CRM where they can easily view:

•Markets for which they have applied
•Applications that have been withdrawn, including duplicate applications when applicable
•Markets for which they have been approved and paid
•Event dates, locations, and schedules
•Load-in and event instructions
•Digital Mapping
•Other information and communications associated with their participation

Once a vendor completes payment through Stripe, a secured payment network, they receive access to the applicable event information and load-in instructions.

Vendor spaces are pre-assigned through the sytem approximately two days prior to each event, allowing the final layout and placement to be organized in advance with digital mapping.

Ongoing Compliance & Document Verification

Our CRM is continuously being upgraded, including upcoming enhancements that will incorporate AI-assisted document review. These capabilities are expected to assist with reviewing vendor documents, identifying expired licenses or insurance, and verifying that required insurance limits have been met. If an issue is identified, the system will generate a notification so that it can be addressed before the vendor participates in the event.

All vendor requirements, documentation, policies, and compliance standards can be updated within the CRM. Any requirements from the Village of Palmetto Bay (VOPM) are established, modified, or updated. This provides a centralized process for ensuring that vendor requirements remain current.

Compliance with Village Requirements

I will follow and implement all rules, regulations, procedures, and requirements established by Jackie and the Village of Palmetto Bay. Any additional documentation, insurance requirements, vendor requirements, operational procedures, or other conditions required by the Village will be incorporated into the application and vendor management process as directed.

My goal is to maintain a consistent, documented, and transparent vendor management process that provides the Village with the information and oversight it requires while also giving vendors a clear and organized system for managing their participation in the markets.

A. Event Planning and Operational Plan.

4.02 Company Responsibilities

The Company shall provide all management services necessary for successful operation of the Food Truck and Market, including but not limited to:

A. Event Planning

Develop an operational plan including:

- Vendor layout
- Traffic flow
- Emergency access
- Pedestrian circulation
- Seating areas
- Generator locations (if applicable)

Central Makers Markets has planned and operated recurring public markets throughout Miami-Dade County since 2020, including venues at Palmetto Bay Park, Coral Reef Park, Gold Coast Rail Museum in Palmetto Bay, Coconut Grove, Wynwood, Cornerstone Church in Cutler Bay. Drawing on that operational experience, the Company will develop and maintain a written operational plan for the Palmetto Bay Food Truck and Market that is tailored to the specific dimensions, access points, and constraints of the Village-designated site. The plan will be reviewed and updated before each event date.

Vendor Layout. The Company will produce a scaled site diagram assigning every vendor a numbered booth space, with standard footprints of [10' x 10'] for artisan and retail vendors and [size, e.g., 20' truck plus service side] for food trucks. Food trucks will be grouped along the wooden fence line with service windows facing open circulation areas and adequate clearance behind each unit. Booth assignments are managed in advance through the Company's vendor application and tracking system, so the layout is finalized before load-in and every vendor knows their assigned spot on arrival.

4.02 Company Responsibilty & Event Plan



Traffic Flow. Vehicle load-in and load-out will be scheduled in staggered windows during the setup period 3:30pm-5:30pm so that vendor vehicles clear the site before the market opens to the public. A designated entry and exit route will be marked along Park Rd., with staff directing vehicles to prevent congestion at the entrance. Once the market opens, the interior of the market footprint is closed to vehicle traffic except for emergency vehicles.

Emergency Access. The layout will preserve clear, unobstructed pathways running through the site, with no vendor booth, seating, or generator placed within those lanes. Emergency ingress/egress routes will be kept open at all times, and the Company will coordinate the plan with Miami-Dade Fire Rescue and Village staff to ensure compliance with applicable fire and safety codes. Food truck spacing will maintain required separation between units.

Pedestrian Circulation. The walkway along the park side will be unobstructed to allow comfortable two-way foot traffic, strollers, and ADA accessibility. The layout will create a natural flow-through pattern that routes attendees past all vendors while avoiding dead-ends and bottlenecks at high-demand areas such as food trucks and seating.

Seating Areas. Seating areas will be positioned adjacent to and in between the food truck & vendor areas with tables and chairs sized to expected attendance. Seating will be placed to keep pedestrian aisles and emergency lanes clear, and will be located to encourage dwell time and traffic to surrounding vendors.
Generator Locations. Where vendors require power, generators will be positioned behind or beside the vendor unit, away from public pedestrian areas and seating, with fuel stored per applicable code and fire extinguishers on hand. Generator placement will maintain safe clearance from tents, structures, and the public, and will be reflected on the site diagram.

E. Event Operations

We maintain a hands-on presence throughout the entire event, with our management team on site from vendor load-in through final breakdown and departure. Our team uses two-way radios to maintain clear and immediate communication throughout the park and during all phases of the event.

During load-in, Lilah remains positioned on the south side of the park while I oversee the north side. We communicate by radio as vendors arrive and move into their designated areas, allowing us to coordinate traffic flow, vendor placement, and any issues that may arise in real time.
Ed Ferenczi, my husband, is also on site and assists with vendor support, logistics, and traffic flow. When available, my college-age daughter, Jordyn, also assists our team to ensure vendors are properly checked in, directed to their spaces, and supported throughout the event. Hivey Provides a Map and Each Spot Number in the form of an event Link that we all have access to on our cell phones.

Our team is responsible for all on-site coordination and vendor check-in. We remain on the property for the entire duration of the event and do not leave until all vendors and attendees have departed and the site is secure.

Once the event has concluded and vendors have completed their breakdown, we conduct a final walk-through of the property. We inspect the grounds to ensure that all materials, trash, signage, and equipment have been removed and that the park has been left clean and in the same condition in which we found it. Our goal is to leave no trace that the event was there other than the positive experience created for the community.

F. Marketing & Community Outreach

Marketing is a critical component of the success of our events, and we utilize a multi-channel marketing strategy that combines digital marketing, social media, email outreach, community partnerships, vendor promotion, paid advertising, and traditional grassroots marketing.

Our digital marketing efforts include Instagram, Facebook, Nextdoor, Patch, Eventbrite, Yelp, and Craigslist, along with targeted posts within local neighborhood and community groups. We regularly share event information with community pages and food-focused groups throughout Palmetto Bay, Pinecrest, Cutler Bay, Kendall, and surrounding South Miami-Dade communities.

We also invest in targeted influencer and local media partnerships. I have paid local influencers and community-focused platforms, including Miami to the Core and Things to Do in Miami, to feature and promote our events to their established audiences.

Objectives:

Our philosophy is simple: when we can help another local business succeed, it strengthens the entire community.

Sports & Community Partnerships

We are actively communicating with the sports organizations located at the park to develop cross-promotional opportunities and encourage their members and families to participate in Sunset Eats. These partnerships have the potential to create a stronger connection between the existing recreational activities at the park and our Thursday evening programming, encouraging families to remain on-site, enjoy dinner, participate in activities, and support local businesses.

Public Safety & Event Operations

Public safety and responsible event management are priorities. Police presence is maintained on site to support public safety during the event. In addition, event owners and employees carry walkie-talkies so that we can communicate quickly regarding emergencies, vendor needs, logistical issues, or other situations that may arise throughout the evening. Our team remains on site until the final vendor has exited the park. We then conduct a thorough walk-through of the property to ensure that all debris and materials have been removed.
We take great pride in following the principle of "leave no trace." Our objective is to leave the park in the same condition in which we found it—or better. We have not had a complaint yet. Our vendors are professional vendors that leave the space in great shape. In addition to ensure everyone is satisfied, we have active communication with park staff throughout the evening and follow their direction regarding closing procedures, property conditions, and securing the site.

Event Hours & Site Management

Our current advertised hours are 5:30 PM – 9:30 PM, although we are flexible and can adjust the event schedule to 5:00 PM – 9:00 PM if that better aligns with park operations or community needs.

While the event officially concludes at 9:30 PM, our team remains on site through vendor breakdown and departure. We are typically completely off the property by approximately 10:00 PM, when the park closes.

We work directly with park staff to ensure the property is properly cleared, cleaned, and secured according to their procedures.

Utilities:

None are provided – No Power – We use quiet generators (again placing them bend the vendor booths and away from the customers walking. Lighting is good at the park but vendors bring their own rechargeble light for their tents. It is part of my application and my load in instructions. Most vendors bring water, however, we do have sinks available for hand washing water etc .. For bottled or drinking water it is always sold on site.

Parking and Traffic:

Vendor parking is at the park or city hall, public parking is at the park – the lot is huge, a lot of customers walk over. Parking has never really been an issue.

Traffic Management: Vendors that are in the very front of the event, can unload right behind their tent and move. Vendors more towards the middle of the event used wagons and wheels to get their items down the road. Trucks just drive in. If Trucks do not want to wait for Tents to Load Out, they area told to arrive early for first line spots. If they do not arrive early, the are asked to have patience for their fellow neighbor. Since we have been running this event for most of the summer, they know and everyone is very cooperative.

Village Responsibilties 4.03

Read & Acknowledged.

Event Production & Markets Experience Include:

- The Palmetto Bay Market – Managed for 2 years
- Sunset Eats Night Market - Managed for 2 years
- Central Makers Market at Gold Coast Railroad Museum – Managed 6 Months
- Central Makers Market Schnebly Winery & Miami Brewing Co – Managed 3 months
- Cornerstone Farmers Market – Managed for 1 Year.
- Central Makers Market at Rocketeer Beer and Liquid Provisions – Producing 5 Months "Crafted & Drafted"
- St Stephen's Art & Makers Fest – Social Media & Promotion – 10 Years. Annual - CURRENT
- Great Grove Bed Race - Managed for 10 years thru 2016
- Volvo Ocean Race – Village Market. Sponsorship Sales and Vendor Village. 1 Special Event
- Coconut Grove Artisanal Market – Managed & Social Media 2 years
- Foodie & Farmers Market – Coconut Grove Market – Managed & Social Media 2 years
- Cars & Cigars, The Barnacle - Annual – 2 years with BID
- The 20 a Wynwood Pop Up Farmers Market - Managed Events & Market 1 Year
- Central Makers – Kendall – 3 Months & Closed (post Coral Reef – Was a temp place to house my vendors until Coral Reef was reopened.
- Summer Brews at TANK, Monthly Events – 3 to Date.

Scope of Work – Marketing

Our vendors are an important part of our marketing strategy as well. We provide vendors with a dedicated Dropbox folder containing event flyers, graphics, videos, and promotional materials that they can easily access and share across their own social media channels. We frequently design flyers with designated space for vendor logos, allowing them to personalize the promotional materials and encourage their own customers and followers to attend.

To further strengthen our content and digital presence, I have hired a professional social media team, photographer, and videographer to attend our events and create high-quality photography and video content. If awarded the opportunity, I plan to have our media team continue to attend the September Sunset Eats event to professionally capture the atmosphere, vendors, community participation, and overall experience we have built at Palmetto Bay Park.

We also utilize traditional grassroots marketing. I have printed approximately 5,000 flyers for distribution throughout the surrounding community. I have personally walked the neighborhoods surrounding the park, spoken with residents, and distributed flyers directly to homeowners. When no one is home, I use door-hanger bags to leave information safely at the residence.

I have used EDDM – which is done through he post office and dropped in mailboxes.

Email marketing is conducted at both the vendor and consumer levels, allowing us to communicate directly with our established vendor network while also keeping consumers informed about upcoming dates, featured vendors, activities, and special events. We also actively encourage community partners to participate in spreading the word. All of My events are listed on sites like Eventbrite and Customers have requested out newsletter be emailed to them.

I have two separate lists – One tagged as Vendors that get vendor related promotions and one tagged as customer, which are people attending our events.

I would welcome assistance from the Village of Palmetto Bay with community announcements and promotional opportunities. To help keep those communications fresh and engaging, I can provide a variety of content—not simply the same event announcement repeatedly—including vendor spotlights, featured attractions, community highlights, event reminders, and other rotating promotional content. I do request village support moving forward.

In addition, residential communities and apartment complexes in the surrounding area have opportunities to share event information through their resident portals and internal communications. Local businesses and other community partners, also help spread the word to their tenants, customers, and employees.

Our goal is to make marketing a community-wide effort—combining our established audience and professional marketing resources with the Village, local businesses, residents, vendors, and community partners to create consistent awareness and strong attendance.

Marketing & Promotions

Plan for branding and promotion

- All Month-long, promoted posts on Facebook and Instagram to ease the vendor recruitment process and tailor which areas we want applicants from.

With a collective following of over 17,000 users, on Instagram and Facebook, we tap into our social media network for opportunities to recruit new potential vendors native to the market location. Social media vendor calls not only help the recruiting process but also create awareness and drive foot traffic from local residents.

- Weekly social media posts across all platforms advertising the market, location, and hours of operation.
- Example of a market promotion posts for Palmetto Bay Maket







Marketing Samples

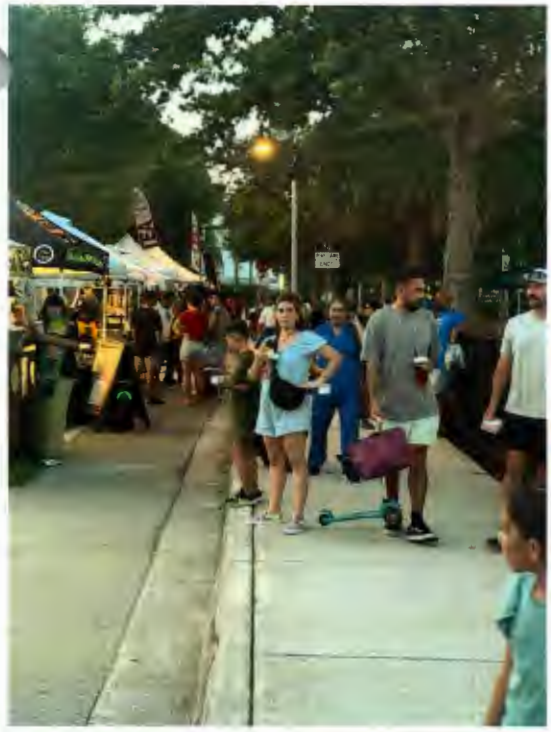
- Leverage our Social Media and encourage Vendor Interviews and Spotlights. Learning about how our vendors got here, how they started their business and their history is interesting to our community.
- Our activations are co-branded and encourage our visitors to share their photos with their following on social media using QR Codes.
- All of our vendors will be encouraged to add Coral Reef Park as their location and tag @villageofpalmettobay in their market day posts.
- Our vendor community will share the market with their network of followers, exponentially increasing our online presence. Vendors will tag Palmetto Bay Market and be invited to collaborate on Social Posts on a weekly basis.







Marketing Samples











Marketing Continued

Marketing Plan

Ferenczi Consulting dba Central Makers recruits vendors through our robust CRM database of over 2000 vetted South Florida makers, food purveyors, and artisans. Recruitment is supported by targeted social media "vendor calls" across Instagram and Facebook, where we engage our 17,000+ followers with boosted posts to ensure maximum visibility. We also post vendor calls on community event boards and digital platforms to capture new and emerging businesses.

Sunset Eats Night Market t will continue to be positioned as an elevated, community-facing event that highlights local creators, unique handmade goods, and family-friendly experiences. Marketing will emphasize discovery-seasonal foods, artisan products, and cultural activations-designed to draw both residents and visitors to the beautiful grounds of Palmetto Bay Park. Seasonal activations and themed events will be incorporated throughout the year to keep the market fresh, dynamic, and relevant, ensuring repeat visits and strong community engagement.

Resourses

- We intend to distribute a grand opening press release to local news outlets, newspapers, neighboring communities, and vendors to maximize market traffic and engagement.
- We used the local post office to distribute cards to the surrounding homes around the park. We normally send out 1000 – 2500 postcards
- We used our Instagram and Facebook pages to promote the market, doing vendor spotlights, reels, stories and boosted posts. Ferenczi Consulting dba Palmetto Bay Markets has control of all previous social media channels for this market. There are no other users permitted on that page unless they are to assist with Social Media Uploads or belong to the Palmetto Bay Market Team
- We also push our content out to Community News Group, bloggers, Palmetto Bay Pages on social media. There are several local pages that support this market.

Engaging with the community:

As part of Ferenczi Consulting efforts to engage with local communities, we actively seek to collaborate with local businesses, community-driven organizations, and neighborhood influencers to strengthen the reach and impact of the market. Partnerships may include cross-promotion with nearby businesses, co-hosted activations, and special vendor collaborations that highlight the best of the community.

We also utilize digital tools to maintain strong relationships with our audience. Our website (www.centralmakers.com) encourages visitors to subscribe for updates, and QR codes displayed at the market link directly to vendor applications, event details, and promotional content. Vendor highlights, announcements, and market news are shared across our 15,000+ Instagram followers, supplemented by boosted posts and community listings on platforms such as Facebook, Eventbrite, Patch and Nextdoor. These combined tools-along with local partnerships - ensure consistent engagement, broad visibility, and strong community participation.

Moving forward, we would love to offer seasonal activations on site.

Insurance Certificate Sample

Sample attached. Will add the new location if BID is secured.

4.04 Insurance

I have all the required Insurances and provided to the VOPB already, Will do it again for this RFP. (attached current COI)

4.05. Performance Standards:

Lilah and I are on site by 3 pm normally – Vendors come between 3;30 and 4 pm
Lilah has been with me since Palmetto Bay in Coral Reef – All the vendors know and love her. Ed, my husband, is also on site with me and a well respected member of the Palmetto Bay Community. We provide excellent customer service and maintain a clean environment. In all the years, I am running events, I don't think anyone has even complained they my company or vendors leave behind a mess. We are all well liked by the vendors and often complimented about how hard we work for them.

All vendors must be fully set up by 5:00 pm. The vendors that do not abide the rules they will receive a tardy warning; after **three warnings**, vendors may be excluded from future markets in a pleasant and professional manner.

4.05 Reporting:

I am able to send a report of the amount of vendors that attended each week. I do not collect their sales data, but all I have to do is turn that switch on with HIVEY to request it – it is already built into the system, although, I can't be sure the vendors want to share that with me. I can certainly require it if the VOPB wants it.

There have been no incidents reports to date. Of course I can recommend improvement. I would be happy to give the village feedback. Marketing Summary is not a problem. I have detailed reports of the monthly spend. (I do spend a lot on marketing) I can share that with the village.

Quiet generators are permitted within the park, subject to approval and compliance with park regulations. They are normally placed behind the trucks / trailers or tents away from the public. We line the vendors up on the far side of the street all facing the park up against fence with plenty of room for people to walk on the street in front or sidewalk. ADA is not a problem. I had a disabled vendor and placed her near the front line so she would have an easier load in. The park is also euiped with restrooms and ADA Sidewalks.

Some Additional Vendor Requitements

- Market aesthetics are of utmost importance. Vendor space must be neat, clean, and organized at all times,
- Vendors and their employees, assistants, or affiliates must be well groomed, clean, and wear proper attire throughout the market, while handling themselves in a professional manner with customers and staff. Improper attitude, language, or misconduct will NOT be tolerated and will be grounds for immediate dismissal from the market.
- The "back" side of the set-up must be completely covered so that boxes, totes, bags, and other supplies/materials are NOT visible throughout the market day. Cardboard boxes are prohibited from being placed on tables, visible in the vendor space, and used as a display of any sort. Storage boxes, bags, luggage, coolers, etc. must be kept out of site, preferably underneath tables.

000657

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

7418990

BUSINESS NAME/LOCATION
FERENCZI CONSULTING CORP
20740 OLD CUTLER RD
CUTLER BAY FL 33189–2451

RECEIPT NO.
RENEWAL
7717633

EXPIRES
SEPTEMBER 30, 2026
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
FERENCZI CONSULTING CORP
C/O BARBARA FERENCZI

SEC. TYPE OF BUSINESS
214 RETAIL SALES

PAYMENT RECEIVED BY TAX COLLECTOR
$56.25 02/26/2026
PTBTC–26–079158

Employee(s) 3

LBT

This Local Business Tax Receipt only confirms payment of the Local BusineTax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit mdctaxcollector.gov

DARIEL FERNANDEZ
TAX COLLECTOR
MIAMI-DADE COUNTY
200 NW 2nd Avenue | Miami, FL 33128

000560
107_01-222 6/25

For information regarding
Transfer of Business/Owner,
please visit mdctaxcollector.gov

Presorted
First-Class Mail
US Postage
PAID
Miami, FL
Permit #231

FERENCZI CONSULTING CORP
15351 SW 87TH CT
PALMETTO BAY FL 33157–2065

4BD7SP1 33157

License #26-0272 BTR Palmetto Bay

Print Confirmation

ID	4800
Application Number	26-0339
Legal Business Name	Ferenczi Consulting dba Central Makers (Sunset Eats Night Market PBP)
Business Trade Name	Ferenczi Consulting dba Central Makers
Description	Events and Market Management and Production
Business Type	Business Tax Receipt
Business SubType	Management Services
Legal Structure	Corporation
EIN/Tax Number	87-1986206
Issue Date	07/17/2026 12:00 AM
Expiration Date	09/30/2026 12:00 AM
Business Address	17535 SW 95 AVE
City	Palmetto Bay
State	FL
Zip	33157-5601
Phone	3057663536
Mailing Address	15351 Southwest 87th Court
Mailing City	Palmetto Bay
Mailing State	FL
Mailing Zip	33157-5601
Phone	
Business Email	Info@CentralMakers.com
Business Website	3057663536
First Name	Barbara
Last Name	Ferenczi
Email Address	Info@CentralMakers.com
Home Address	
Home City	
Home State	
Home Zip	
Home Phone	3057663536
Emergency Phone	
Inspection Cycle	
Renewal Cycle	
Emergency Contact Allowed	No
Gatherings of over 50 people allowed	No
Emergency Contact Allowed	No
Waste Disposal Method	None
Created Date	07/14/2026 05:49 PM

Updated Date 07/20/2026 08:30 AM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Simply Business 53 State Street 19th Floor Boston, MA 02109	CONTACT NAME:	Simply Business
		PHONE (A/C, No, Ext):	(844) 654-7272 FAX (A/C, No):
		E-MAIL ADDRESS:	contactus@simplybusiness.com
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A :	Hiscox Insurance Company Inc 10200
INSURED	Ferenczi Consulting Corp. DBA Central Makers 15351 SW 87th Ct Miami, Florida 33157	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			HIUS5623497XB1	06/24/2026	06/24/2027	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	S/T Gen. Agg.
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N / A					E.L. EACH ACCIDENT	
	OFFICER/MEMBEREXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
	PROFESSIONAL LIABILITY						EACH CLAIM	
							AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Palmetto Bay Park ,
17535 SW 95th Avenue,
Palmetto Bay, FL 33157

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lisa Ferrucci

© 1988-2015 ACORD CORPORATION. All rights reserved.

References & Experience

Central Makeets at Gold Coast Railroad Museam

Agency Name	Gold Coast Railraod Museum
Agency Contact	Kimberly Lollis
Contact Phone#	786-073-7203
Contact Email	kimberly.lollis@gcrm.org
Year(s) of Engagement	1 year

St Stephen Art & Makers Fest

Agency Name	St Stephen's Art & Makers Fest
Contact Contact	Daisy Holcombe
Contact Phone #	786-399-9669
Contact Email	DaisyHolcombe@gmail.com
Year(s) of Engagement	10 Years

Cornerstone Farmers Market

Agency Name	Cornerstone Farmers Market
Agency Contact	Bruce Ford
Contact Phone#	305-495-2554
Contact Email	ssporangegto@gmail.com
Year(s) of Engagement	1 year

Additional Events

Central Makers @ Schnebly Redlands Market and Miami Brewing

Agency Name	Schnebly Brewing and Miami Brewing
Agency Contact	Chris Valle
Contact Phone#	786-295-3395
Contact Email	Taproom@schneblywinery.com
Year(s) of Engagement	2 months

Coconut Grove Artisanal Market

Agency Name	St Stephen's Church
Agency Contact	Daisy Holcombe
Contact Phone#	305-399-9669
Contact Email	DaisyHolcombe@gmail.com
Year(s) of Engagement	2 years

A variety of reference letters from vendors are also attached

Relevant Experience

Event Production & Markets Experience Include:

- The Palmetto Bay Market – Managed for 2 years
- Sunset Eats Night Market - Managed for 2 years
- Central Makers Market at Gold Coast Railroad Museum – Managed 6 Months
- Central Makers Market Schnebly Winery & Miami Brewing Co – Managed 3 months
- Cornerstone Farmers Market – Managed for 1 Year.
- Central Makers Market at Rocketeer Beer and Liquid Provisions – Producing 5 Months "Crafted & Drafted"
- St Stephen's Art & Makers Fest – Social Media & Promotion – 10 Years. Annual - CURRENT
- Great Grove Bed Race - Managed for 10 years thru 2016
- Volvo Ocean Race – Village Market. Sponsorship Sales and Vendor Village. 1 Special Event
- Coconut Grove Artisanal Market – Managed & Social Media 2 years
- Foodie & Farmers Market – Coconut Grove Market – Managed & Social Media 2 years
- Cars & Cigars, The Barnacle - Annual – 2 years with BID
- The 20 a Wynwood Pop Up Farmers Market - Managed Events & Market 1 Year
- Central Makers – Kendall – 3 Months & Closed (post Coral Reef – Was a temp place to house my vendors until Coral Reef was reopened.
- Summer Brews at TANK, Monthly Events – 3 to Date.

Entity Information and Company Profile

1. The name and legal description of the entity proposing to be the Market Manager, a detailed description of the ownership structure of that entity and resumes for all principals with 5% or greater ownership.

Entity Name:	Ferenczi Consulting dba Central Makers
Entity Legal Description:	LLC
Ownership Structure:	Barbara & Ed Ferenczi 100 % Owners

Relevant Experience

Event Production and Markets Include:

- The Palmetto Bay Market
- Sunset Eats Night Market
- Central Makers Market at Gold Coast Railroad Museum
- Central Makers Market Schnebly Winery & Miami Brewing Co
- Cornerstone Farmers Market
- Central Makers Market at Rocketeer Beer and Liquid Provisions
- St Stephen's Art & Makers Fest
- Great Grove Bed Race
- Volvo Ocean Race – Village Market
- Coconut Grove Artisanal Market
- Foodie & Farmers Market – Coconut Grove Market
- Cars & Cigars, The Barnacle
- The 20 a Wynwood Pop Up Farmers Market
- Central Makers – Kendall
- Summer Brews at TANK, Artisan Village



Crown Flavored ICE TEA

To Whom It May Concern:

We are pleased to write this letter of recommendation for Barbara Ferenczi in recognition of her outstanding work as a farmers market promoter and organizer.

She is an exceptionally organized, dependable, and dedicated professional who works hard to ensure that each market runs smoothly and successfully. One of her greatest strengths is her ability to keep vendors informed and updated. She consistently provides clear instructions, important reminders, schedules, and other information that vendors need to prepare for each market. Her communication helps vendors feel prepared, supported, and confident about participating.

She also goes above and beyond to promote the markets and attract customers. She puts considerable effort into advertising and creating awareness of the markets because she genuinely wants each event to be successful. Her dedication benefits not only the market itself, but also every small business and vendor who participates.

Another quality that makes her exceptional is her responsiveness. She is quick to respond to questions, concerns, and messages, making vendors feel that their needs and opinions are valued. She also takes the time to communicate with vendors after the markets to ask for feedback about how the events went and to hear our ideas about ways the markets could improve. This willingness to listen and make improvements demonstrates strong leadership and a genuine commitment to creating better experiences for both vendors and customers.

As a vendor, we greatly appreciate the effort, professionalism, and care she puts into organizing and promoting the markets. Her communication, organization, initiative, and dedication make a meaningful difference in the success of these events.

We highly recommend Barbara Ferenczi for any opportunity that requires someone who is organized, hardworking, communicative, proactive, and committed to the success of the businesses and communities she serves.

Sincerely,

Carlos & Jennifer Espinoza
Crown Ceviche & Conch Salad
Crown Flavored Ice Tea
305-498-8131
CrownSoapsandMore@gmail.com

LETTER OF RECOMMENDATION

To Whom It May Concern:

I am pleased to write this letter of recommendation for **Barbara and Ed Ferenczi** and the work they have done bringing **Sunset Eats at Palmetto Bay Market** to life.

As a Palmetto Bay resident and someone who regularly attends Sunset Eats, I have personally seen the positive impact Barbara and Ed have had on our community. They have taken a beautiful park space and transformed it into a place where neighbors actually want to gather, spend time together, and enjoy everything our community has to offer.

What I appreciate most is that Sunset Eats is more than just food trucks or a market. It has become a true **community gathering place**. I have been able to come out with friends, meet neighbors, and even gather with people from my own block for a night out. There is good food, music, activities, local vendors, and a relaxed atmosphere that makes you want to stay awhile.

Barbara and Ed understand that successful community events are about creating an experience. They continually bring new ideas, entertainment, vendors, and activities to the park, giving residents a reason to come back week after week. They have created energy and excitement in a space that might otherwise simply be another park that people pass by.

Their commitment to the community is evident in the way they work with local businesses, artisans, food vendors, and residents. They have created opportunities for small businesses while simultaneously giving families and neighbors something enjoyable and affordable to do close to home.

As a resident, I asked for thier help and recommendation for a new restaurant coming into Cutler Bay. I needed some guidance. They met with my friend, offered free advice and recommendations and connected him the the leaders in Cutler Bay. This was done as a favor to help another business and they werre not compensated for their time.

I strongly recommend **Barbara and Ed Ferenczi** for their continued involvement in community events and public spaces. Their creativity, energy, professionalism, and genuine commitment to bringing people together make them an asset to Palmetto Bay.

Sincerely,

Luis "Shino"
Palmetto Bay Resident

To Village of Palmetto Bay

My name is Grace Galera, owner of Craave House, a sourdough & coffee vendor that has worked with Barbara & ed on most of their markets include Coral Reef and I am happy to write this letter of recommendation for Barbara and Ed Ferenczi.

One of the things I appreciate most about working with the Ferenczi's is that they genuinely care about the best interests of their vendors. As a small business owner, that means a great deal to me.

For example, they make a real effort to ensure that they do not place competing sourdough vendors at the same events. When I arrive at one of their markets, I know that I will be the only vendor offering my sourdough products. That gives me confidence that my investment of time, product, and vendor fees is being respected.

That kind of consideration is not something I take for granted. It tells me that Barbara and Ed understand what it takes for a small business to succeed. They don't simply fill spaces with vendors—they think about who is there, what they are selling, and how each business can have an opportunity to succeed.

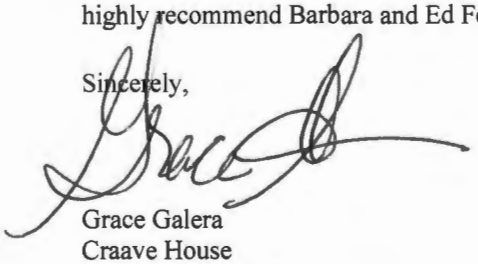
Another thing I really appreciate is that Barbara and Ed are present at their events. They are there from opening to closing. They walk around, talk with the vendors, check in with us, and take the time to get to know the people behind the businesses. They are not event organizers who simply show up to collect fees and leave the rest to someone else. They are hands-on, approachable, and fair.

I also appreciate that they listen to their vendors and are always looking for ways to make their events better. They understand that a successful market needs to work for everyone—the community, the shoppers, and especially the small businesses that depend on these events.

As a vendor, I feel valued, respected, and protected when I work with Barbara and Ed. I know they are invested in creating successful events, but I also know they care about whether their individual vendors are successful.

To be perfectly honest, Sunset Eats has been a labor of love for us all. Barbara and Ed have worked so hard to get us through the slow season, we are really hoping to work with them as the park gets busier with sports and customers. I highly recommend Barbara and Ed Ferenczi to continue to manage this event.

Sincerely,



Grace Galera
Craave House
Sourdough & Coffee Vendor

LETTER OF RECOMMENDATION FOR FERENCZI CONSULTING

To Whom it May Concern:

I am pleased to write this letter of recommendation for Barbara & Ed Ferenczi. I have had the pleasure of working with Barbara for nearly a decade on a variety of community events and have had the opportunity to see firsthand her dedication, creativity, and incredible work ethic.

Over the years, we have collaborated on events including an Annual Art Show in Coconut Grove as well as the weekly Friday Night & Sunday Morning Market. Through these experiences, I have come to know Barbara not only as an exceptional event professional, but as someone who genuinely cares about the people and businesses she works with. What stands out most about The Ferenczi Family is their passion and grit. They do not simply organize an event and walk away. There are invested in making sure it succeeds. They continually look for ways to improve the experience, bring people back, and create an environment where vendors, businesses, and attendees can all benefit.

Barbara & Ed have a genuine concern for the bottom line of the people they work with, and they have rarely encountered someone who cares as deeply about the success of her vendors and partners. They understand that when the vendors succeed, their event succeeds. They are constantly thinking about ways to increase attendance, encourage people to stay longer, and give them a reason to return.

One of Barbara's greatest strengths is her ability to come up with new and exciting ideas. She understands that today's events need to be more than simply a collection of vendors. People want an experience. Barbara continually thinks about entertainment, activities, programming, and creative ways to keep people engaged and enjoying themselves.

Having worked alongside her for so many years, I have witnessed her ability to handle the many challenges that come with producing community events. She is persistent, resourceful, hands-on, and willing to do whatever is necessary to get the job done.

I have tremendous respect for Barbara and Ed Ferenczi and the work they continue to do to create meaningful experiences for our communities. Their commitment, creativity, and genuine care for the people they work with are qualities that I believe make them exceptional event partners.

I am happy to recommend Barbara and Ed Ferenczi without hesitation and believe they would be an asset to any community, municipality, organization, or event they have had the opportunity to work with.

Feel free to reach out

Sincerely,

Daisy Holcombe

Daisy Holcombe

St Stephen Episcopal Church
Phone: 786-399-9669

From: **Rob & Rosie Bell** rbell@travelintomscoffee.com
Subject: Travelin' Tom's Letter
Date: August 12, 2026 at 6:54 PM
To: Barbara & Ed Ferenczi info@centralmakers.com

Whom It May Concern,

I am pleased to write this letter of recommendation on behalf of **Barbara and Sunset Eats Food Truck Events** and to share our experience with her and the incredible events she has created for the Palmetto Bay community.

We have been fortunate enough to participate in Sunset Eats since **the very first day**, and it has quickly become one of our favorite events to attend. As a food truck operator, we have worked with many different event organizers, and I can honestly say that **Barbara is one of the absolute best we have ever had the pleasure of working with.**

What sets Barbara apart is the way she treats her vendors. She is **fair, professional, organized, and genuinely invested in the success of every business that participates in her events.** She understands that when the vendors succeed, the event succeeds —and she consistently demonstrates that she cares about our business just as much as she cares about her own. Unfortunately, that is not something we can say about many food truck event organizers.

Barbara puts an incredible amount of work into making Sunset Eats successful. Her involvement goes far beyond simply bringing food trucks together. She is constantly working on **marketing, vendor coordination, community outreach, entertainment, activities, and new ideas** to keep the events fresh and exciting. She understands what brings families and members of the community out and continues to find creative ways to make each event something people look forward to attending.

We have seen firsthand how successful these efforts have been. From special events such as the **FIFA World Cup trading sticker event** to the **weekly salsa classes**, Barbara continually finds ways to create an experience rather than simply hosting a food truck gathering. These activities help make Sunset Eats a true community event and contribute greatly to its popularity.

From our perspective as a participating vendor, Barbara is exactly the type of organizer that a community should want supporting local businesses. She communicates well, treats everyone fairly, works extremely hard, and creates an environment where vendors feel valued and supported.

We are proud to have been part of Sunset Eats from the beginning, and we wholeheartedly recommend **Barbara and Sunset Eats Food Truck Events** to the Government of Palmetto Bay. We believe she is an outstanding representative of the local business community and someone who brings tremendous value to the residents, businesses, and community of Palmetto Bay.

We sincerely hope you will take our recommendation into consideration. We would be more than happy to personally speak about our experiences with Barbara and Sunset Eats and answer any questions you may have.

Sincerely,

Rosie & Rob
Owners Travelin' Tom's Coffee Of Cutler Bay
305-927-7770
Website: https://travelintomscoffee.com/local-site/travelin-toms-coffee-of-cutler-bay/
IG: https://www.instagram.com/travelin_toms_cutlerbay/



To Whom It May Concern:

I am pleased to provide this letter of recommendation in support of Barbara Ferenczi and their bid to coordinate Sunset Eats at Palmetto Bay Park on Thursdays. Having had the opportunity to work Barbara for over a year I can confidently attest to her professionalism, organizational skills, reliability, and ability to successfully coordinate events and work effectively with a wide range of people. Not only that, but Barbara and her family are the definition of community, they are Palmetto Bay residents and bring people together at markets and beyond. We love doing markets with the Ferenczi's for their personable, kind, and humble approach to the business. We as vendors have done markets with many coordinators and companies and I can confidently say that Barbara is truly in it for the community and vendors, she is not in it for the money or greed.

She is incredible at what she does, I have seen her build markets from scratch in an intelligent and successful manner, where she promotes greatly and stimulates the economy weekly. She has built a family and community with us vendors along with all of the neighbors of Palmetto Bay.

For all of these reasons I wholeheartedly recommend Barbara Ferenczi for the opportunity to coordinate Sunset Eats. I am confident that her professionalism, attention to detail, communication skills, and commitment to excellence will contribute greatly to the success of the event. Please feel free to contact me should you require any additional information regarding my recommendation.

Ireina Delgado
Fayemas Foods Catering Manager

305-903-9747
Fayemasfoods@gmail.com

From: **Jeff Tizon** vintagebbqjoint@gmail.com
Subject: Vintage BBQ Recommends Barbara & Ed Ferenczi
Date: January 17, 2026 at 1:25 PM
To: Barbara Ferenczi palmettobaymarket@gmail.com

To the Members of the Palmetto City Council,

This letter serves as our recommendation you keep the current leadership team.

As new vendors at the Palmetto Bay Artisan and Farmers Market, we quickly understood why this market has been a beloved community tradition for so many years! From day one, Barbara Ferenczi and team - her husband Ed, and their amazing assistant Lilah welcomed us with genuine warmth and professionalism. The Ferenczi'e and Lilah's presence is consistent and reassuring—they are always available to assist vendors and patrons with anything they may need.

It should not go by unmentioned that the market itself is exceptionally well organized, with clear communication and thoughtful planning that make each Sunday run smoothly. Even as newcomers, we felt supported and informed every step of the way.

What stood out most to us is the incredible community turnout. Families arrive not only by car, but on foot, by bike, on skates, and even golf carts! It's clear that this market is more than a place to shop—it's a weekly tradition that brings the families and community together. In our opinion, based on our experience with other market venues/leaders, happy patrons are the direct result of well run markets!

We wholeheartedly recommend keeping Barbara and her team in their leadership roles. They are honest, experienced, and deeply committed to the success and spirit of this market. Their dedication is unmatched.

Should you want any further information, please do not hesitate to contact us.

Respectfully,

Jeffrey and Lisa Tizon
Vintage BBQ Joint
VintageBBQjoint@gmail.com

To Whom It May Concern,

It is with great confidence that I provide this letter of recommendation in support of Barbara Ferenczi proposal to reopen and manage Palmetto Bay Market.

Throughout my experience working alongside Ed, Barbara Ferenczi, and Lilah in matters related to Palmetto Bay Market operations and community engagement, I have had the opportunity to observe firsthand the level of professionalism, dedication, and leadership required to successfully operate a community-centered market. These experiences have allowed me to understand the importance of structured management, vendor coordination, financial oversight, and maintaining strong relationships with both local businesses and municipal stakeholders.

In all interactions, the leadership demonstrated by Ed, Barbara Ferenczi, and Lilah emphasized integrity, organization, and a genuine commitment to serving the Palmetto Bay community. Their standards set a strong benchmark for operational excellence, and it is clear that any future management must uphold those same values of transparency, accountability, and community partnership.

Barbara Ferenczi embodies those qualities. As a business owner herself, she understands vendor relations, budgeting, marketing, and customer engagement. She brings not only entrepreneurial experience, but also passion and a hands-on approach that is essential for revitalizing and sustaining a local market. Her ability to connect with vendors, customers, and community leaders positions her uniquely to successfully reopen and manage Palmetto Bay Market in a way that supports growth, stability, and long-term success.

I strongly support her proposal and believe she has the leadership, organization, and dedication necessary to bring Palmetto Bay Market back as a thriving and well-managed community asset.

Please feel free to contact me should you require any additional information.

Sincerely,

Marleny Zurita

Bymarlenyzurita

7863521202

To Whom It May Concern,

I am pleased to write this letter of recommendation for Barbara Ferenczi and her husband, Ed Ferenczi, for their exceptional work managing the Palmetto Bay Market.

As a small business owner who regularly participates in farmers markets, I had the opportunity to work closely with Barbara and Ed for over two years at the Palmetto Bay Market. Their professionalism, organization, and genuine care for both vendors and the community were evident every single Sunday.

Barbara and Ed were consistently the first to arrive, ensuring everything was set up smoothly and that vendors had the support they needed before the market opened. They were always friendly, approachable, and ready to solve any potential issues quickly and calmly. Their presence created an environment that felt organized, welcoming, and stress-free for vendors.

Beyond the market day itself, Barbara was incredibly responsive during the week. Whether by email or phone, she was always available to answer questions, address concerns, and provide helpful guidance. Her communication and dedication made a significant difference in my experience as a vendor.

One of the most impressive aspects of their management was their ability to market the event and create engaging activities that brought the community out to support local businesses. They truly understood how to build a market that felt lively, well-attended, and supportive of small business owners.

What truly set the Palmetto Bay Market apart was the sense of community Barbara and Ed helped cultivate. The market never felt like just a place to sell products — it felt like a big family. Vendors supported one another, customers returned week after week, and there was a genuine feeling of connection that Barbara and Ed played a huge role in creating. They fostered an environment where everyone felt welcomed, valued, and included. Through this experience, Barbara and I also developed a friendship, which speaks to the kind of sincere, caring person she is and the positive relationships she builds with those around her.

Barbara and Ed's dedication, reliability, and passion for supporting local vendors and the community make them outstanding market managers. I highly recommend them without hesitation for any opportunity involving market coordination, management, or community engagement.

Sincerely,
Monica Chavez
Owner, Udder Glow
(786) 320-3661
udderglow@gmail.com
udderglow.com

4.08 Proposal Sheet

RFP# 2026-12-014
Food Truck and Market on Park Drive

The Proposer must provide the Village with a detailed price breakdown of the costs associated with the Project. $649.50/month

1. The price listed from the Proposer shall include the total cost to complete the Work including but not limited to materials, labor, equipment, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village.

2. 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.

3. I understand and agree to be bound by the conditions contained in this RFP and shall conform with all requirements of the RFP.

Barbara Ferenczi / Ferenczi Consulting dba Central Makers
Name

Barbara Ferenczi
Signature

Owner
Title

9/4/2026
Date

SECTION 7.0: Required Proposal 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: Barbara Ferenzi

Name (typed): Barbara Ferenzi

Title: Owner

Company: Ferenzi Consulting dba Central Markets

Date: 9/4/2026

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 RFP and the addendum/ addenda nos.

C. Company warrants that it will not delegate or sub-contract its responsibilities under an agreement without the prior written permission of the Council.

D. Company warrants that all information provided by it in connection with this 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: Barbara Ferenczi

Name (typed): Barbara Ferenczi

Title: owner

Company: Ferenczi Consulting dba Central Mekurs

Date: 9/4/2026

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
} ss.:
COUNTY OF MIAMI-DADE }

Barbara Ferenczi being first duly sworn, deposes and says that:

(1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of: Ferenczi Consulting dba Central Makers 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: Barbara Ferenczi

Name (typed): Barbara Ferenczi

Title: Owner

Company: Ferenczi Consulting dba Central Makers

Date: 9/4/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 4 day of Sept, 2026, by _____.
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Michelle Jacobs
My Commission HH 621937
Expires 12/16/2028

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 Barbara Ferenczi

For Ferenczi Consulting dba Central Makers

Whose business address is: 15351 SW 84th Ct. Palmetto Bay FL 33157

And (if applicable) its Federal Employer Identification Number (FEIN) is: 87 1198 6206

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: Barbara Ferenczi

Name (typed): BARBARA FERENCZI

Title: owner

Company: Ferenczi Consulting dba Central Makers

Date: Sept 4, 2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** ✓ **online notarization**, this 4 day of Sept., 2026 by _____.
He/She was _____ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Michelle Jacobs
My Commission HH 621937
Expires 12/16/2028

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: Barbara Ferenczi
(print individual's name and title)

for: Ferenczi Consulting dba Central Makers
(print name of entity submitting sworn statement)

whose business address is: 15351 SW 81st Ct Palmetto Bay FL 33157

and (if applicable) its Federal Employer Identification Number (FEIN) is: 87-1986~~2008~~2026

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): Barbara Ferenczi

Title: Owner

Company: Ferenczi Consulting dba Central Makers

Date: 9/4/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or _ online notarization**, this 4 day of Sept., 2026 by _____.
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michelle Jacobs
My Commission HH 621937
Expires 12/16/2028

_____
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, Ferenczi Consulting dba Central Makers 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:

87 198 6206
Federal Employer Identification Number

Ferenczi Consulting
Name of Entity, Individual, Partners or Corporation

Central Makers
Doing Business As (If same as above, leave blank)

15351 SW 87th Court, Palmetto Bay 33157
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
Ferenczi Consulting	15351 SW 87th Ct	50 %
Ferenczi Consulting dba Central Makers		50 %
Edward Ferenczi + Barbara Ferenczi	15351 SW 87th Ct	%

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: Barb L

Name (typed): Barbara Ferenczi

Title: owner

Company: Ferenczi Consulting dba Central Makers

Date: 9/4/2026

Continued Next Page

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 4 day of Sept., 2026 by _____.
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michelle Jacobs
My Commission HH 621937
Expires 12/16/2028

_____
NOTARY PUBLIC, STATE OF FLORIDA

ACKNOWLEDGMENT OF CONFORMANCE WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We Ferenczi Consulting dba Central Makers Bidder, Proposer, or Company, hereby acknowledge and agree that we, as the Prime Company for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# 2026-12-014, 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: Barbara Ferenczi

Name (typed): Barbara Ferenczi

Title: Owner

Company: Ferenczi Consulting dba Central Makers

Date: 9/4/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 4 day of Sept, 2026, by _____. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michelle Jacobs
My Commission HH 621937
Expires 12/16/2028

_____
NOTARY PUBLIC, STATE OF FLORIDA

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
) ss.:
COUNTY OF Miami)

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: Barbara Ferenczi

Name (typed): Barbara Ferenczi

Title: Owner

Company: Ferenczi Consulting dba Central Markets

Date: 9/4/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami)

The foregoing instrument was acknowledged before me **by means of** ✓ **physical presence or** _ **online notarization**, this 4 day of Sept, 2026 by _____. He/She was ✓ personally known, _____ or produced _____ as a form of identification.

Notary Public State of Florida
Michelle Jacobs
My Commission HH 621937
Expires 12/16/2028

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.

No

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: Barbara Ferenczi

Name (typed): BARBARA FERENCZI

Title: Owner

Company: Ferenczi Consulting dba Central Markets

Date: 9/4/2026

E-VERIFY AFFIDAVIT

STATE OF Florida

COUNTY OF Miami

I, Barbara Ferenczi (the individual attesting below), being duly authorized byand on behalf of Ferenczi Corso Hug dba Central Markets (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 4 day of Sept, 2026.

Barbara Ferenczi

Signature of Affiant

Print or Type Name: Barbara Ferenczi

State of Florida)
) ss.:
County of Miami)

The foregoing instrument was acknowledged before me **by means of _____ physical presence or _ online notarization**, this 4 day of Sept., 2026 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

Notary Public State of Florida
Michelle Jacobs
My Commission HH 621937
Expires 12/16/2028

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: Barbara Ferenczi

Title: Owner

Signature: Barbara Ferenczi Date: 9/4/2026

Affidavit Attesting to Noncoercive Conduct for Labor or Services

Nongovernment Entity name: Ferenzi Consulting dba Central Makers ("**Company**")
Vendor FEIN: 871986206
Address: 15351 SW 84th Court
City: Palmetto Bay State: FL Zip: 33157
Phone number: 305-766-3536 Email Address: info@centralmakers.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: Barbara Ferenzi
Title: Owner
Signature: Barbara Ferenzi
Date: 9/4/2026

ACKNOWLEDGMENT

State of Florida)
) ss.:
County of Miami)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** _ **online notarization**, this 4 day of Sept, 2026 by _____.
He/She was ✓ personally known, _____ or produced _____ as a form of identification.

WITNESS my hand and official seal

_____
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public State of Florida
Michelle Jacobs
My Commission HH 621937
Expires 12/16/2028

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: Ferenczi Consulting dba Central Makers

Signature: Barbara Ferenczi Title: Owner

STATE OF Florida)
) ss.:
COUNTY OF Miami)

The foregoing instrument was acknowledged before me **by means of** ____ **physical presence or** ✓ **online notarization**, this 4 day of Sept, 2026, by _____.
He/She was ✓ personally known, ____ or produced _____ as a form of identification.

WITNESS my hand and official seal

Notary Public State of Florida
Michelle Jacobs
My Commission HH 621937
Expires 12/16/2028

_____
NOTARY PUBLIC, STATE OF FLORIDA

000657

Local Business Tax Receipt

Miami–Dade County, State of Florida

–THIS IS NOT A BILL – DO NOT PAY

7418990

BUSINESS NAME/LOCATION
FERENCZI CONSULTING CORP
20740 OLD CUTLER RD
CUTLER BAY FL 33189–2451

RECEIPT NO.
RENEWAL
7717633

EXPIRES
SEPTEMBER 30, 2026
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
FERENCZI CONSULTING CORP
C/O BARBARA FERENCZI

SEC. TYPE OF BUSINESS
214 RETAIL SALES

PAYMENT RECEIVED BY TAX COLLECTOR
$56.25 02/26/2026
PTBTC–26–079158

Employee(s) 3

LBT

This Local Business Tax Receipt only confirms payment of the Local BusineTax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami–Dade Code Sec 8a–276.

For more information, visit mdctaxcollector.gov

DARIEL FERNANDEZ
TAX COLLECTOR
MIAMI-DADE COUNTY
200 NW 2nd Avenue | Miami, FL 33128

107_01-222 6/25

For information regarding
Transfer of Business/Owner,
please visit mdctaxcollector.gov

Presorted
First-Class Mail
US Postage
PAID
Miami, FL
Permit #231

FERENCZI CONSULTING CORP
15351 SW 87TH CT
PALMETTO BAY FL 33157–2065

4BD7SP1 33157

License #26-0272

Print Confirmation

ID	4800
Application Number	26-0339
Legal Business Name	Ferenczi Consulting dba Central Makers (Sunset Eats Night Market PBP)
Business Trade Name	Ferenczi Consulting dba Central Makers
Description	Events and Market Management and Production
Business Type	Business Tax Receipt
Business SubType	Management Services
Legal Structure	Corporation
EIN/Tax Number	87-1986206
Issue Date	07/17/2026 12:00 AM
Expiration Date	09/30/2026 12:00 AM
Business Address	17535 SW 95 AVE
City	Palmetto Bay
State	FL
Zip	33157-5601
Phone	3057663536
Mailing Address	15351 Southwest 87th Court
Mailing City	Palmetto Bay
Mailing State	FL
Mailing Zip	33157-5601
Phone	
Business Email	Info@CentralMakers.com
Business Website	3057663536
First Name	Barbara
Last Name	Ferenczi
Email Address	Info@CentralMakers.com
Home Address	
Home City	
Home State	
Home Zip	
Home Phone	3057663536
Emergency Phone	
Inspection Cycle	
Renewal Cycle	
Emergency Contact Allowed	No
Gatherings of over 50 people allowed	No
Emergency Contact Allowed	No
Waste Disposal Method	None
Created Date	07/14/2026 05:49 PM

From: **Jackie Villegas** noreply@civicplus.com
Subject: Ferenczi Consulting dba Central Makers Application Number:26-0339
Date: July 17, 2026 at 8:34 AM
To: info@centralmakers.com

Dear Applicant,

Thank you for submitting your Business Tax Receipt documentation. All documents have been received and your application approved. To complete your transaction, please log back into the system and make payment in order to receive your Business Tax Receipt.

DO NOT REGISTER AGAIN OR CREATE A NEW ACCOUNT. Sign back into the portal using your original email and password.

To sign back into the portal, go to: https://www.civicgov4.com/fl_palmettobay/portal/index.php
Once signed in:
o Click on "My Invoices"
o Click "Pay Invoice" (found on the right hand side)
o Click "Make Payment"

You can pay by e-check or any major credit card.

Thank you,

Jackie Villegas
Village of Palmetto Bay
Zoning & Licensing Specialist
jvillegas@palmettobay-fl.gov
305-259-1273

Village of Palmetto Bay

9705 East Hibiscus Street, Palmetto Bay, Florida 33157
Phone: 305-259-1250

ADDENDUM NO. 1

Date: August 26th, 2026

To: All Interested Parties

From: Alessia Bencomo, Procurement Specialist
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

Re: Request for Proposal No. 2026-12-014
Food Truck and Market on Park Drive

This Addendum forms part of the Request for Proposal (RFP) Package advertised on August 6th, 2026, and with a proposal opening date of September 8th, 2026, with any amendments and/or additions noted below.

Question No. 1: Is the market currently occurring at the Village?

Response: *Yes, this event is current.*

Question No. 2: How many food trucks are allowed during the event?

Response: *Currently, the event has twenty to thirty (20-30) trucks.*

Question No. 3: Who is the current company running the market?

Response: *Ferenzi Consulting, Corp. d/b/a Central Makers.*

Question No. 4: The market is currently running from 5:30 p.m. to 9:30 p.m. but the RFP lists 5 p.m. to 9 p.m. Which time would the Village follow?

Response: *The Village will be following the time listed in the RFP.*

Thank you,

A Bencomo

Alessia Bencomo
Procurement Specialist

ACKNOWLEDGEMENT OF ADDENDUM SOLICITATION

Amendment/Modification No: 1

Amendment of RFP No: 2026-12-014

Title: Food Truck and Market on Park Drive

Name of Company Ferenczi Consulting dba Central Makers

Date Addendum Received 8/26/2026

Total Pages of Addendum including Acknowledgement 2

Print Name Barbara Ferenczi

Signature Barbara Ferenczi

All other terms and conditions stipulated in the original Village of Palmetto Bay Request for Proposal shall remain in force. All addenda created will be incorporated into the final contract and must be acknowledged in all proposal. This acknowledgement form must be included in the response and failure to sign and submit this form may result in rejection of your proposal.

Proposed Revenue

The scoring of the Revenue Schedule Proposal will be based on the fee the proposer is willing to pay to the Village for the operation of the Outdoors Market. A Required Section 4.0 Price Proposal Form shall be included in a labeled section. The form must be signed.

EXCEL ATTACHED WITH COSTS AND PROPOSED REVENUE TO VILLAGE

form is attached.

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	October 5, 2026
SUBMITTED BY:	Nick Marano, Village Manager's Office
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE SOUTH DADE AEROSPACE AND DEFENSE CORRIDOR AS A REGIONAL ECONOMIC DEVELOPMENT INITIATIVE FOR SOUTH MIAMI-DADE; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Manager, Nick Marano)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso-Aerospace Corridor Support

RESOLUTION NO. 2026-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, SUPPORTING THE SOUTH DADE AEROSPACE AND DEFENSE CORRIDOR AS A REGIONAL ECONOMIC DEVELOPMENT INITIATIVE FOR SOUTH MIAMI-DADE; PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Manager Nick Marano)*

WHEREAS, the South Florida Defense Alliance and the Economic Development Council of South Miami-Dade (the "EDC") have proposed the South Dade Aerospace and Defense Corridor (the "Corridor"), a regional initiative to attract aerospace, defense, and related technology and manufacturing businesses to South Miami-Dade; and

WHEREAS, the Corridor builds on regional assets that include Homestead Air Reserve Base and the adjacent lands designated by the State of Florida as spaceport territory; and

WHEREAS, the Village of Palmetto Bay (the "Village") previously adopted Resolution No. 2026-61 supporting the EDC and the 2026 South Miami-Dade Competitive Assessment, which identified aerospace and defense-related industries as an opportunity to bring higher-wage employment closer to where South Miami-Dade residents live; and

WHEREAS, Village residents and businesses benefit from regional growth in higher-wage employment, shorter commutes, and a stronger South Miami-Dade economy; and

WHEREAS, the Village Council finds that the 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 true and correct and incorporated as if set forth in full.

Section 2. Support. The Mayor and Village Council hereby support the South Dade Aerospace and Defense Corridor as a regional economic development initiative for South Miami-Dade. This Resolution is an expression of support only and does not commit Village funds, amend any Village land development regulation, or direct any action by Village staff.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption.

PASSED and **ADOPTED** 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, Esq.
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 _____