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, DECEMBER 1, 2025 – 7:00 PM
(PROCLAMATIONS, AWARDS, & PRESENTATIONS WILL BEGIN AT 6:30 PM)

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

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

2. **PROCLAMATIONS, AWARDS, PRESENTATIONS**

   A. Proclamation to Deputy Sheriff Keith A. White in recognition of of his retirement from the Miami-Dade Sheriff's Office (Village's Policing Unit)

   B. Recognition of Colonel Nicholas Marano, US Marine Corps. in honor of the 2025 Village of Palmetto Bay Commander Clarence "Bill" Gregg Service Award)

C. Recognition of Omar Valerio from Westminster Christian School (Microsoft Innovative Educator Expert Award)

D. Recognition of O'Neil Cooper in honor of Project Green Roof: The Impact of Social Media on Green Roofs

3. APPROVAL OF MINUTES

A. Regular Council Meeting (November 3, 2025)

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: December 2025

8. BOARD AND COMMITTEE REPORTS

A. Resiliency Committee Meeting (June 26, 2025)

B. Youth Community Involvement Task Force Meeting (October 24, 2025)

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY FLORIDA RELATING TO PARKS AND RECREATION; AMENDING THE FEE SCHEDULES IN CHAPTER 20, ARTICLE 1, SECTIONS 20-1 AND 20-2 OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Parks & Recreation Director, Fanny Carmona) (Passed on First Reading on October 20, 2025, Special Council Meeting)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EXECUTIVE SESSIONS OF THE MAYOR AND VILLAGE COUNCIL; REQUIRING THAT ALL DISCUSSIONS AND DOCUMENTS PRESENTED DURING EXECUTIVE SESSONS BE MAINTAINED AS CONFIDENTIAL AND NOT DISCLOSED BY ANY ATTENDEE; PROVIDING THAT ALL REQUIREMENTS OF SECTION 286.011(8), FLORIDA STATUTES SHALL BE STRICTLY FOLLOWED; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Passed on First Reading on November 3, 2025, Regular Council Meeting)*

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 1 “GENERAL PROVISIONS”, SECTION 1-2 OF THE VILLAGE CODE DEFINING THE TERM CENSURE; AMENDING CHAPTER 2 TO CREATE SECTION 2-25 “CENSURE”; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO YOUTH ENTREPRENEURSHIP IN VILLAGE PARKS; AMENDING CHAPTER 20 OF THE VILLAGE CODE OF ORDINANCES TO CREATE A YOUTH ENTREPRENEURSHIP VENDING PROGRAM WITHIN ARTICLE II, RULES AND REGULATIONS, PROVIDING FOR DESIGNATED YOUTH VENDOR ZONES AT CORAL REEF PARK AND PALMETTO BAY PARK; 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; ACCEPTING THE RECOMMENDATION OF THE EDUCATION ADVISORY COMMITTEE; SUPPORTING THE 2026 STATE LEGISLATIVE AGENDA OF MIAMI-DADE COUNTY PUBLIC SCHOOLS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PUBLIC MEETINGS FOR CALENDAR YEAR 2026; SCHEDULING THE FOLLOWING PUBLIC MEETINGS OF THE VILLAGE COUNCIL: REGULAR COUNCIL MEETINGS; ZONING AND LAND DEVELOPMENT MEETINGS; COMMITTEE OF THE WHOLE WORKSHOPS; AND BUDGET WORKSHOPS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha)*

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO OUR LADY OF THE HOLY ROSARY ST. RICHARD CATHOLIC SCHOOL ON SUNDAY, MARCH 8, 2026, FOR THE PURPOSE OF HOSTING A SCHOOL GALA; AND

PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Parks & Recreation Director, Fanny Carmona)*

13. RESOLUTIONS REQUIRING PUBLIC HEARING

14. RESOLUTIONS WITH PUBLIC COMMENT

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO SURPLUS PROPERTY; AUTHORIZING THE VILLAGE MANAGER TO AUCTION SURPLUS PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE VILLAGE'S PROCUREMENT CODE AND FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE WATER QUALITY IMPROVEMENT GRANT PROGRAM IN THE AMOUNT OF $1,435,500 TO FUND THE CONSTRUCTION OF SUB-BASIN 12 AND SUB-BASIN 42; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE, AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration and prepared by Grants Administrator, Christina Cotto and Public Services Director, Dionisio Torres)*

C. A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CONFIRMING THE VILLAGE'S COMMITMENT TO CONTINUE IBUS OPERATIONS THROUGH THE END OF FISCAL YEAR 2026; PROVIDING THAT DURING BUDGET WORKSHOPS THE VILLAGE WILL REVIEW TRANSIT OPTIONS, CAPITAL EXPENDITURE REQUIREMENTS, AND SOLICIT RESIDENT INPUT TO DETERMINE THE MOST APPROPRIATE TRANSIT SOLUTION FOR THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUIRING THE VILLAGE COUNCIL TO FORWARD TO THE VOTERS ALL REVISIONS RECOMMENDED BY THE CHARTER REVISION COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING THE "PALMETTO BAY PALS" VOLUNTEER WELLNESS CHECK PROGRAM TO SUPPORT RESIDENTS LIVING ALONE; DIRECTING THE VILLAGE MANAGER TO DESIGN AND IMPLEMENT A PILOT PROGRAM PROVIDING SCHEDULED WELLNESS CALLS AND RELATED SUPPORT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO PARTNERSHIPS WITH SCHOOLS AND NONPROFIT ORGANIZATIONS FOR VOLUNTEER RECRUITMENT AND TRAINING; PROVIDING FOR PROGRAM PARAMETERS, INCLUDING ELIGIBILITY, VOLUNTEER SCREENING,

EMERGENCY PROTOCOLS, AND REPORTING; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

15. OTHER BUSINESS

16. COUNCIL COMMENTS

17. NEXT MEETING AND ADJOURNMENT

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

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

NOTICE OF APPEAL RIGHTS

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

AMERICAN 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:	December 1, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	APPROVAL OF MINUTES
SUBJECT:	Regular Council Meeting (November 3, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
2025-11-03 Regular-Minutes
Exhibit A

MINUTES
REGULAR COUNCIL MEETING
MONDAY, NOVEMBER 3, 2025 – 7:00 PM
VILLAGE HALL MUNICIPAL CENTER
9705 EAST HIBISCUS STREET, PALMETTO BAY, FL 33157

2. PROCLAMATIONS, AWARDS, AND PRESENTATIONS:

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

A. Proclamation in honor of Epilepsy Awareness Month
B. Recognition of resident, Robert L. Wallis, LCDR (Ret.) on his promotion to Miami-Dade Fire Rescue's First Chief Pilot
C. Recognition of O'Neil Cooper in honor of Project Green Roof: The Impact of Social Media on Green Roofs

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

Mayor Karyn Cunningham called the Regular Council Meeting to order at 7:00 p.m.

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

Councilmember Patrick Fiore was not present during roll call but arrived to the meeting at approximately 8:00 p.m.

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

A moment of silence was held in honor of the people who were directed impacted by Hurricane Melissa in Jamaica.

Boy Scout Troop #840 of St. Louis Catholic Church led the pledge of allegiance.

3. APPROVAL OF MINUTES

A. Regular Council Meeting (October 6, 2025)

Vice Mayor Mark Merwitzer **motioned** to approve the minutes. Mayor Karyn Cunningham **seconded** the motion. The **minutes passed (3-1)**; Councilmember Steve Cody voted opposed.

Councilmember Marsha Matson **motioned** to add the following Resolution to the Resolutions section of the meeting agenda due to time sensitivity: A RESOLUTION OF THE MAYOR AND VILLLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; REQUIRING THE VILLAGE COUNCIL TO FORWARD TO THE VOTERS ALL REVISIONS RECOMMENDED BY THE CHARTER REVISION COMMISSION; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Councilmember Marsha Matson).

Vice Mayor Mark Merwitzer **seconded** the motion. The **motion failed (2-2)**; Councilmember Steve Cody and Mayor Karyn Cunningham voted opposed.

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

- Jorge Pulido (16025 SW 89th Avenue Road) urged the Council to create legislation regarding "censure" and explained that censorship is not found in the Code of Ordinances and urged the Council to vote opposed to item 14C.

- Gary Pastorella (6940 SW 142nd Terrace) spoke opposed to Vice Mayor Mark Merwitzer's proposal on the Luxcom case.

- David Singer (8360 SW 154th Terrace) asked Councilmember Steve Cody to step down from office.

- Vitality Falcovitch (9380 SW 167th Terrace) stated that the Village has one of the best policing stations in the county.

- Karen Baez Wallis (7380 SW 141st Terrace) urged the Council to push the county on whether or not the Village is going to purchase the parcel of land known as Tanglewood Linear Park and thanked the Manager for the traffic calming initiatives along SW 74th Avenue.

- Madeline Roman (9383 SW 182nd Street) urged the Village to take a look at completing the grid along SW 77th Avenue.

- Beverly Gerald (14271 SW 74th Court) reported that she rejects the purchase of the Tanglewood Linear Park and explained that she was disappointed with how the decision was made with the selection of the new attorney.

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

5. VILLAGE MANAGER'S REPORT

A. Departmental Updates: The Manager's detailed report was part of the agenda packet. During his live report, he illustrated a PowerPoint presentation of all village wide departments and answered questions raised by the Council.

Following the Manager's report, Vice Mayor Mark Merwitzer inquired whether residents could select a color palette for the Village Hall.

Village Manager Nick Marano reported that while it is possible if directed by the Council, this option was not included in the contractor's scope of services. He suggested that administration return in December with options if the Council wishes to pursue this approach.

Vice Mayor Mark Merwitzer made a **motion to proceed with resident input**. Councilmember Marsha Matson **seconded** the motion. The **motion failed (2-2)**; Councilmember Steve Cody and Mayor Karyn Cunningham voted opposed.

Vice Mayor Mark Merwitzer asked about the decision process regarding the agreement to use Publix for iBus pick-ups, citing concerns about the process and timeline.

Village Manager Nick Marano explained that notice was received in the morning by the county that prohibits the use of the busway, necessitating an immediate alternative and that a safe pedestrian crosswalk near Dadeland Station was identified to ensure student safety while a longer-term solution is developed between the Village and the county.

Vice Mayor Mark Merwitzer requested that the Council acknowledge resident concerns regarding sudden changes to iBus service, particularly safety issues with children crossing in the dark.

Village Manager Nick Marano explained that residents could contact the Village administration directly, though Vice Mayor Mark Merwitzer reported that constituents often prefer speaking with elected officials directly.

Mayor Karyn Cunningham reported a prior resident concern regarding Tanglewood Linear Park and stated that the homeowner has sold the property and requested that the Village Attorney clarify in December the process for handling applications when property ownership changes.

Councilmember Marsha Matson questioned the absence of the fence at the pickleball site.

Village Manager Nick Marano reported that a construction fence will be installed and that no building permit has been submitted yet.

Mayor Karyn Cunningham inquired if SW 168th Street was related to the water project.

Village Manager Nick Marano confirmed it was not and explained that it was associated with a property across Christ Fellowship Church.

Mayor Karyn Cunningham questioned if paving would occur in affected areas.

Village Manager Nick Marano explained that contractors provide temporary patches, which are replaced with final paving after inspection and that heavy rain caused one patch to fail and the contractor was notified immediately.

Mayor Karyn Cunningham asked for an update to the SW 156th Street projected.

Village Manager Nick Marano clarified it is part of the sub-basin project, with partial paving already completed.

Councilmember Marsha Matson reported that the Village was approaching the $1 million threshold for the Luxcom case and raised concerns regarding fee waivers for park services, particularly for non-Palmetto Bay entities, while affirming support for Palmetto Bay Charities.

B. The Police Commander Report was provided and illustrated for the month of October 2025 by Sergeant Michael Chang.

6. VILLAGE ATORNEY'S REPORT

A. Village Attorney John Quick thanked everyone and stated that he did not have any expenses or reports to report for the month and explained that all expense reports will be provided moving forward.

7. VILLAGE CLERK'S REPORT

A. The Village Clerk provided a calendar update for November 2025.

8. BOARD AND COMMITTEE REPORTS

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

A. Art-in-Public Places Advisory Board Meeting (July 10, 2025)

Jorge Pulido, Chair of the Education Advisory Committee provided an update on behalf of the Committee and explained the Committee's ongoing commitment to the education component of the Village, emphasizing efforts to keep the community informed about legislative measures affecting property taxes and the HOPE program's potential involvement with neighborhood schools. He reported that Committee encourages parents to stay engaged and informed as these discussions progress and reported on the importance of maintaining connections with District 9 and staying in touch with School Board Member Luisa Santos' office via social media channels and other opportunities for involvement. He also encouraged residents to attend the upcoming Choice Expo and

related events to explore school options and stated that copies of materials related to the expo were provided to the Village Clerk for dissemination and committee use.

Mayor Karyn Cunningham requested that the materials be sent electronically so that the Communications Department can ensure they are posted and shared with the public on the Village's social media outlets.

9. EMERGENCY ORDINANCES WITH PUBLIC HEARING: None.

10. ORDINANCES FOR SECOND READING AND PUBLIC HEARING

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CREATING CHAPTER 33 TO THE VILLAGE CODE OF ORDINANCES TITLED "POLICY FOR THE REQUIRED USE OF VILLAGE ISSUED DEVICES;" ESTABLISHING REQUIREMENTS FOR THE USE OF ELECTRONIC DEVICES DURING PUBLIC MEETINGS; REQUIRING THE USE OF VILLAGE-ISSUED DEVICES BY VILLAGE COUNCIL MEMBERS AND CHARTER OFFICERS; PROHIBITING UNAUTHORIZED NETWORK ACCESS; ESTABLISHING COMPLIANCE PROCEDURES; PROVIDING FOR ENFORCEMENT PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Village Manager, Nick Marano) (Passed on First Reading at October 6, 2025, Regular Council Meeting)*

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

The following speaker spoke in favor of the Ordinance during public comment: Gary Pastorella (16025 SW 89th Avenue Road).

The following speaker spoke opposed to the Ordinance during public comment: Beverly Gerald (14271 SW 74th Court).

Vice Mayor Mark Merwitzer and Councilmember Marsha Matson spoke in opposition to the Ordinance on Second Reading.

No amendments were offered by the Village Council to the Ordinance on Second Reading.

Village Manager Nick Marano responded to questions raised by the Council regarding the item.

The Ordinance **passed on Second Reading** by a roll call vote of (3-2) as follows:

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

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING LITIGATION INITIATED BY A COUNCILMEMBER AGAINST THE VILLAGE OR A COUNCILMEMBER; REQUIRING THAT THE COUNCILMEMBER INITIATING SUCH LITIGATION, OR ANY ENTITY OWNED OR CONTROLLED BY THAT COUNCILMEMBER, SHALL BE RESPONSIBLE FOR PAYING ATTORNEYS' FEES AND COURT COSTS IF THE VILLAGE OR COUNCILMEMBER NAMED AS A DEFENDANT IS DETERMINED TO BE THE PREVAILING PARTY; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Passed on First Reading at the October 6, 2025, Regular Council Meeting)*

Item 10B was **moved** by Councilmember Patrick Fiore and **seconded** by Councilmember Marsha Matson.

The following speakers spoke in favor of the Ordinance during public comment: Beverly Gerald (14271 SW 74th Court) and John Waters (16900 SW 88th Court).

The following speakers spoke opposed to the Ordinance during public comment: Gary Pastorella (6940 SW 142nd Terrace) and Vitality Falcovitch (9380 SW 167th Terrace).

Councilmember Marsha Matson reported on the potential litigation costs, noting that approximately $50,000 was initiated by a Councilmember to sue the Village and the Vice Mayor over a perceived matter. She referenced the Manager's report, which indicated $24,708 in related expenditures, and estimated total potential litigation costs could reach $100,000. She emphasized that these are taxpayer funds and advocated for measures to prevent or slow frivolous lawsuits to minimize financial impact and the reasoning for bringing the Ordinance forward.

Councilmember Steve Cody referenced potential actions under Chapter 86 for declaratory judgment.

Village Attorney John Quick explained that provisions regarding fees could potentially apply to any type of case and explained that the burden is on the applicant to demonstrate that a case is frivolous in order to seek attorney's fees and that a court opinion is necessary to avoid fees. He further noted that a judge is not required to award fees automatically.

Councilmember Patrick Fiore suggested amending the Ordinance to clarify that attorney's fees should not be awarded unless specifically ordered by the court, to address concerns about due process and frivolous litigation.

Village Attorney John Quick recommended the following language for the amendment: "The provisions of Section 2 above shall not apply unless the court deems the action frivolous."

Councilmember Patrick Fiore **motioned** to adopt the amendment recommended by Village Attorney John Quick. The motion was **seconded** by Councilmember Steve

Cody. **All voted in favor (5-0). The motion passed unanimously.**

Village Attorney John Quick answered questions raised by the Council on the motion unanimously passed by Council and announced that the intent of the motion would be incorporated into the Ordinance.

The amended-Ordinance **passed on Second Reading** by a roll call vote of (4-1) as follows:

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

11. ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS

A. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PUBLIC RECORD REQUESTS; REQUIRING THE MAYOR, VICE MAYOR, AND COUNCILMEMBERS TO BE RESPONSIBLE FOR PAYMENT FOR OFFICIAL PUBLIC RECORDS REQUESTS ON THE SAME TERMS AS REQUIRED OF THE PUBLIC; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody) (Continued from the Regular Council Meeting of October 6, 2025)*

Item 11A was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

The following speaker spoke in favor of the Ordinance during public comment: Beverly Gerald (14271 SW 74th Court) and John Waters (16900 SW 88th Court).

The following speakers spoke opposed to the Ordinance during public comment: Vitality Falcovitch (9380 SW 167th Terrace); Beverly Gerald (14271 SW 74th Court); John Waters (16900 SW 88th Court); Madeline Roman (9383 SW 182nd Street); Karen Baez Wallis (7380 SW 141st Terrace); Henry Clifford (8875 SW 171st Street).

Councilmember Steve Cody provided an explanation regarding the purpose and intent of the Ordinance. He reported that an existing Councilmember submits multiple public records requests that require a significant amount of staff time, including time from the Clerk's Office. He noted that many of these requests involve reviewing emails rather than straightforward informational requests.

Village Manager Nick Marano and Village Clerk Missy Arocha responded to questions from the Council regarding the Village's Public Records Request Policy, the time required to fulfill requests, and the process by which requests are logged and tracked by the Clerk's Office and how those requests are responded to.

Following the Council discussion, Councilmember Steve Cody **withdrew the**

Ordinance. There were no objections from the Council regarding the **withdrawal**.

B. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EXECUTIVE SESSIONS OF THE MAYOR AND VILLAGE COUNCIL; REQUIRING THAT ALL DISCUSSIONS AND DOCUMENTS PRESENTED DURING EXECUTIVE SESSIONS BE MAINTAINED AS CONFIDENTIAL AND NOT DISCLOSED BY ANY ATTENDEE; PROVIDING THAT ALL REQUIREMENTS OF SECTION 286.011(8), FLORIDA STATUTES SHALL BE STRICTLY FOLLOWED; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

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

The following speakers spoke in favor of the Ordinance during public comment: Beverly Gerald (14271 SW 74th Court) and Madeline Roman (9383 SW 182nd Street).

The following speakers spoke opposed to the Ordinance during public comment: Gary Pastorella (6940 SW 142nd Terrace).

Councilmember Marsha Matson provided an explanation regarding the purpose and intent of the Ordinance and reported that all discussions held, and all documents reviewed during an Executive Session of the Council shall be maintained in strict confidence and urged the Council to support the Ordinance.

Village Attorney John Quick recommended adding language to ensure the Ordinance is referenced in accordance with Section 286 of the Florida Statutes and attorney-client privilege law, to maintain consistency with applicable legal requirements.

Vice Mayor Mark Merwitzer inquired about ways to strengthen the Ordinance, particularly regarding penalties.

Village Attorney John Quick explained that the Council is not authorized to fine or remove a member from Council and answered questions raised by the Council relating to matters that would require a formal complaint process. He also explained that, draft documents may not be disclosed until the conclusion of litigation.

Council discussion ensued regarding enforcement, censure, and the handling of privileged attorney-client information in relation to executive sessions.

The Ordinance **passed on First Reading** by a roll call vote of (3-2) as follows:

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

- Vice Mayor Mark Merwitzer - YES

C. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO DIVISION 2. – MEETINGS; AMENDING SECTION 2-44, "MEETINGS," OF THE VILLAGE CODE OF ORDINANCES TO MODIFY THE START TIME OF PUBLIC MEETINGS FROM 7:00 P.M. TO 4:00 P.M.; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 11C was **continued** to the Special Council Meeting, scheduled for November 17, 2025, at 6:00 p.m.

D. AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING A LIMITATION ON THE NUMBER OF TIMES THE VILLAGE COUNCIL MAY APPROVE A CONTINUANCE OF AN AGENDA ITEM; PROVIDING FOR A SUPERMAJORITY VOTE OF THE VILLAGE COUNCIL TO APPROVE A FURTHER CONTINUANCE OF AN AGENDA ITEM; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

Item 11C was **continued** to the Special Council Meeting, scheduled for November 17, 2025, at 6:00 p.m.

12. CONSENT AGENDA

Village Clerk Missy Arocha reported no items were pulled from the consent agenda.

Councilmember Patrick Fiore **moved** to approve the consent agenda. Councilmember Steve Cody **seconded** the motion. **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; ADOPTING THE MIAMI DADE COUNTY LOCAL MITIGATION STRATEGY (LMS) 2025 PLAN IN ORDER TO BE ELIGIBLE UNDER FEMA'S HAZARD MITIGATION GRANT PROGRAMS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria & Grants Administrator, Christina Cotto)*

Item 12A passed on the consent agenda.

B. 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 WEST PERRINE DR. MARTIN LUTHER KING, JR., ANNUAL 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)*

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 PROPERTY ASSESSED CLEAN ENERGY PROGRAM; APPROVING OPERATION OF THE PROGRAMS ESTABLISHED BY THE FLORIDA PACE FUNDING AGENCY AND ADMINISTERED BY SPECIFIED THIRD-PARTY ADMINISTRATORS; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT AND ANY OTHER REQUIRED DOCUMENTS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Village Attorney, John Quick, Esq.)*

Item 12C passed on the consent agenda.

13. RESOLUTIONS REQUIRING PUBLIC HEARING

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO ZONING; PURSUANT TO SECTION 30-30.6, VARIANCES, AND SECTION 30-50.4, E-M ZONING DISTRICT, TO PERMIT A FRONT POOL SETBACK OF 59 FEET 2 INCHES, WHERE 75 FEET IS REQUIRED, AND THE SETBACK FOR THE POOL INTERIOR SIDE SETBACK OF 15 FEET 11 INCHES WHERE 20 FEET IS REQUIRED, FOR THE PROPERTY LOCATED AT 14540 SW 75 AVE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Planning and Zoning Director, Javier Gonzalez) (Deferred from October 20, 2025, Zoning Hearing)*

Item 13A was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

Village Attorney John Quick explained the quasi-judicial procedure and asked the Village Council if they had any ex-parte communications from the applicant.

Each member of the Council reported that they had none.

Mayor Karyn Cunningham stated that individuals had submitted public comments to the Council by form; however, as this item is a quasi-judicial matter, those individuals were not present to provide sworn testimony during the meeting.

Village Attorney John Quick explained that unsworn public comments cannot be considered competent substantial evidence and must be treated differently from in-person sworn testimony and that he would not be able to defend that decision as competent substantial evidence in court proceedings.

Vice Mayor Mark Merwitzer reiterated that any comments submitted via public comment forms should not be considered substantial evidence for purposes of the quasi-judicial proceeding.

Councilmember Marsha Matson stated that under the variance approval criteria, written comments submitted by a contiguous property owner objecting to the request may still be taken into consideration, even if the individual is not present.

The Village Attorney clarified that such emails alone would not constitute competent substantial evidence; staff and the applicant must provide evidence meeting the required criteria to support the request.

Principal Planner, Edgard Medero presented the staff report and explained that, should the Mayor and Council approve the request, staff recommend approval with the conditions outlined in the staff report. He answered questions raised by the Council on the application.

The Resolution requiring Public Hearing **passed** by a roll call vote of (4-1) as follows:

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

14. RESOLUTIONS WITH PUBLIC COMMENTS

A. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PARKS AND RECREATION; APPROVING THE AWARD OF 'PHASE 1- IMPLEMENTATION OF ECOLOGICAL RESTORATION SERVICES AT THE WOODS' TO THE INSTITUTE FOR REGIONAL CONSERVATION (IRC) IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($194,500); AUTHORIZING THE VILLAGE MANAGER TO ISSUE A PURCHASE ORDER AND EXECUTE ALL NECESSARY DOCUMENTS; UTILIZING THE MIAMI-DADE COUNTY CONTRACT RTQ-01354 (INVASIVE VEGETATION CONTROL SERVICES) AS A PIGGYBACK PROCUREMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

Item 14A was **moved** by Councilmember Patrick Fiore and **seconded** by Councilmember Steve Cody.

The following speakers spoke <u>in favor</u> of the Ordinance during public comment: James Woodard (address exempt); John Waters (16900 SW 88th Court); Henry Clifford (8875 SW 171st Street); Lasaly Changkachith (7740 SW 177th Street).

Parks & Recreation Director, Fanny Carmona presented a PowerPoint presentation that depicted the proposed project timeline and payment schedule for the woods and explained that Task 5 is considered the first task which shall be to host a community workshop in late December and that IRC will assist in the layout of a public access nature trail through the intact substrate area.

George Dan, representative from IRC was present during the meeting and answered questions raised by the Council on the Resolution and explained that precautious measures will be taken for the wildlife living in the woods.

Vice Mayor Mark Merwitzer **motioned** to amend the Resolution to state that the Village shall comply with all aspects of the lease agreement as amended with Miami-Dade County related to The Woods property, including all terms, conditions, and ongoing obligations contained therein. Councilmember Marsha Matson **seconded** the motion. The **motion passed (3-2)**; Mayor Karyn Cunningham and Councilmember Steve Cody voted opposed.

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

B. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO VETERAN'S PARK; APPROVING THE DESIGN FOR THE GOLD STAR FAMILY MEMORIAL MONUMENT TO BE INSTALLED AT VETERAN'S PARK; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Sustainability & Resiliency Planner Andrea Candelaria)*

Item 14B was **moved** by Councilmember Steve Cody and **seconded** by Councilmember Patrick Fiore.

The following speakers spoke in favor of the Ordinance during public comment: Thomas Frank (9240 Sterling Drive) and Karen Baez Wallis (7380 SW 141st Terrace).

Resiliency Planner Andrea Candelaria provided a background analysis of the Resolution and presented an image of the proposed Veterans' Park Gold Star Families Memorial Monument design for Council approval.

All members of the Council expressed their support for the Resolution.

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

C. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING RESOLUTION 2025-04 AT SECTION 5 BY REQUESTING THE COUNCIL TO REMOVE THE COUNCIL LIAISON TO SPECIFIC VILLAGE COMMITTEES; URGING THE MAYOR TO REMOVE THE COUNCIL LIASON TO THE CHARTER REVISION COMMISSION; REQUESTING THE MAYOR TO NOT MAKE CERTAIN APPOINTMENTS TO ANY EXTERNAL BOARD OR COMMITTEE, AND RESCINDING ANY SUCH APPOINTMENTS; PROHIBITING CERTAIN CEREMONIAL PRESENTATIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

Item 14C was **continued** to the Special Council Meeting, scheduled for November

17, 2025, at 6:00 p.m.

D. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO LOBBYIST SERVICES; APPROVING A ONE-YEAR RENEWAL OF THE AGREEMENT FOR PROFESSIONAL STATE LOBBYING SERVICES WITH GRAYROBINSON, P.A. TO PROVIDE LOBBYIST SERVICES AT THE SOLE DISCRETION OF THE VILLAGE; FURTHER AUTHORIZING THE VILLAGE MANAGER TO APPROVE A CONTRACT FOR THESE SERVICES FOR THE NEGOTIATED AMOUNT; AUTHORIZING VILLAGE OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Village Manager, Nick Marano)*

Item 14D was **continued** to the Special Council Meeting, scheduled for November 17, 2025, at 6:00 p.m.

E. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, APPROVING THE 2026 STATE LEGISLATIVE AGENDA IN SUPPORT OF THE VILLAGE PRIORITIES FOR THE UPCOMING LEGISLATIVE SESSION; PROVIDING AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

Item 14E was **continued** to the Special Council Meeting, scheduled for November 17, 2025, at 6:00 p.m.

F. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO PROCUREMENT; APPROVING A MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT, INC. BASED ON CONTINUUM APPROVAL OF RESOLUTION NUMBER 2020-43 APPROVED ON MARCH 2, 2020; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS PER YEAR FOR A TOTAL OF THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVEN THOUSAND FORTY DOLLARS AND EIGHTY-FOUR CENTS ($107,040.84) FOR THE REPLACEMENT OF TEN (10) VEHICLES IN BUILDIING, PARKS AND RECREATION, AND PUBLIC SERVICES DEPARTMENTS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Procurement Specialist, Alessia Bencomo)*

Item 14F was **continued** to the Special Council Meeting, scheduled for November 17, 2025, at 6:00 p.m.

G. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO VILLAGE-WIDE TRAFFIC CALMING IMPROVEMENTS, APPROVING THE RECOMMENDATIONS MADE BY MARLIN ENGINEERING, INC. FROM THEIR TRAFFIC STUDY CONDUCTED FOR THE FISCAL YEAR 2024-2025; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Public Services Director, Dionisio Torres)*

Item 14G was **moved** by Councilmember Patrick Fiore and **seconded** by Councilmember Steve Cody.

The following speaker spoke neutral of the Ordinance during public comment: Henry Clifford (8875 SW 171st Street).

A representative from Marlin Engineering delivered a PowerPoint presentation outlining the study area, data collection device locations, eligible segments, and the resulting recommendations.

Vice Mayor Mark Merwitzer inquired about the use of Signal 4 data and questioned whether certain components of the work, particularly the data collection, could be conducted in-house rather than through a consultant. He reported concerns regarding speeding on residential streets and asked whether the Village could procure equipment or undertake smaller-scale studies internally to reduce consultant costs.

Village Manager Nick Marano responded that he had previously provided the Vice Mayor with the Memorandum of Understanding (MOU) with Miami-Dade County, which outlines 11 criteria and explained that the consultant's presentation incorporated both Miami Beach and County criteria, with the Miami Beach criteria being more favorable. He emphasized that although residents may report speeding, an engineer must document and verify the data pursuant to the MOU. He also explained that the Village has authority under the MOU to conduct studies, and once completed, permanent devices may be installed, and temporary devices can be redeployed as needed.

Vice Mayor Merwitzer reiterated his interest in evaluating whether the Village could perform some of the work internally and requested a cost breakdown differentiating between the study itself and the deployment of data collection devices.

Public Services Director Dio Torres stated that the Village does not currently have the in-house engineering capacity required and that an engineering consultant must sign off on the report. He explained that a database is maintained for reference, but consultant review remains necessary.

Discussion ensued between Director Torres and members of the Village Council regarding the data collection and the breakdown of costs associated with the study.

Councilmember Marsha Matson requested a summary chart of all studies conducted.

Director Torres responded that the presentation only included a summary and highlighted locations that met the criteria and offered to provide the entire report to the Council.

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

H. A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, PURSUANT TO SECTION 30-160 OF THE ART-INPUBLIC PLACES (AIPP) PROGRAM; ACCEPTING THE RECOMMENDATION OF THE ART-IN-PUBLIC PLACES ADVISORY BOARD TO ADVERTISE THE UPDATED "CALL TO ARTIST" FOR THE FUTURE TRAFFIC CIRCLE LOCATED AT SW 152 STREET AND OLD CULTER ROAD; IMPLEMENTING THE RECOMMENDATIONS FROM THE VILLAGE COUNCIL THAT WERE MADE AT THE MAY 13 2025 COMMITTEE OF THE WHOLE WORKSHOP, VIA RESOLUTION 2025-33, AS WELL AS THE RECOMMENDATIONS FROM THE AIPP BOARD; AUTHORIZING THE VILLAGE MANAGER, IN ACCORDANCE WITH THE ART-IN-PUBLIC PLACES ADVISORY BOARD, TO PROCEED WITH ADVERTISING A NEW CALL TO ARTIST FOR THE SW 152 STREET & OLD CUTLER ROAD TRAFFIC CIRCLE, AND PROVIDING AN EFFECTIVE DATE. *(Sponsored and Prepared by Sustainability & Resiliency Planner, Andrea Candelaria)*

Item 14H was **continued** to the Special Council Meeting, scheduled for November 17, 2025, at 6:00 p.m.

15. ADJOURNMENT: The meeting was adjourned at approximately 11:41 PM.

The meeting minutes were approved this 1st day of December, 2025.

Attest:

_____	_____
Mayor Karyn Cunningham	Village Clerk Missy Arocha

PUBLIC COMMENTS SUBMITTED BY FORM
Monday, November 3, 2025 (Regular Council Meeting)

GENERAL COMMENTS

- **Adrienne DuBois** (8360 SW 164th Street)
  Project on 152nd St in front of Coral Reef Elementary. As the president of the CRE PTA and a parent of children who use the crosswalk at the school and regularly bike and walk to the park, I think it's a huge improvement to visibility and safety in the area. I volunteered with painting and got to meet other members of the community who also care about pedestrian and bike safety in the community. I think this has been a great project at an intersection that has raised many safety issues—in particular for our village's children. Thank you to the Village and everyone involved in the initiative to make our roadways more safe!

- **Linda Miller** (8801 SW 176th Street)
  It is very important that the Woods is developed as per the lease agreement with the county . It must be Amended to be "Parks & Recreation ". A plan must be put into action ASAP to clean out undesired plants , put in benches and create a walkway . This must be put into action now!

- **Robert Miller** (8801 SW 176th Street)
  Cody must go. He must no longer represent the people of Palmetto Bay. Why were we not given a choice as to the hire of the Village attorney? Citizens should have a say!

- **Paul Schwiep** (6850 South Cartee Road)
  Thank you for the confidence this Council has shown in creating the Charter Revision Commission. The Commission consists of Shelly Stanczyk, who is a former Mayor, Brian Tannebaum, who is one of Florida's finest experts on legal ethics, and three members, Marc Levy, David Zisman and me, all of whom have previously served in this role. We are working well together and making progress to improve our Charter. It's been an honor to serve with this group.

  We were advised at our inaugural meeting by attorney John Dellagoria that the Council was required to advance any charter

revisions we proposed to voters for their consideration. This is consistent with the existing Charter which says the Council—quote—shall submit—unquote—suggested revisions to our voters for their consideration. This also makes sense as it prevents the Council from vetoing proposed revisions that voters may support but not the Council. For example, assume the Commission proposed amending the Charter to limit Council member compensation. The Council cannot withhold this proposal from voters by not advancing it.

We were surprised when a new attorney appeared at our last meeting to advise that the Council could reject for any reason our proposed charter revisions. This new opinion is not consistent with the Charter. In defense, the attorney pointed to old opinions saying that “shall” actually means “may”—an opinion no court of law would support. He also cited a past Council’s rejection of a proposed revision—although he admitted that the last Council forwarded to voters all proposed Charter revisions. He also agreed that the issue could be moot if this Council would just agree to allow voters to consider Charter revisions proposed by the Commission.

Therefore, I urge you to adopt the proposed resolution to eliminate any confusion or litigation around this issue. Our charter states: “The council shall submit suggested amendments and revisions to the electors of the Village…” You all appointed a fantastic Commission. Trust us and trust Village voters by agreeing to allow voters to decide on our proposed Charter Revisions.

ITEM 10A

- **Eric Tullberg** (7884 SW 179th Terrace)
  Banning cellphones during meetings seems a much simpler solution.

- **Linda Cannella Miller** (8801 SW 176th Street)
  Electronic devices should be used during public meetings. It is much easier to read documents posted on an electronic device. Personal phones should be turned off however the council must get with the new technology that may help them in the future.

ITEM 10B

- **Eric Tullberg** (7884 SW 179th Terrace)
  The looser pays if a good way to avoid harassing and trivial lawsuits.

- **Linda Cannella Miller** (8801 SW 176th Street)
  Councilmembers should pay for their own legal defense.

ITEM 11A

- **Eric Tullberg** (7884 SW 179th Terrace)
  It would be reasonable to give each Councilmember an allowance for a certain amount of public records requests to avoid frivolous requests while not burdening members for reasonable ones.

- **Linda Cannella Miller** (8801 SW 176th Street)
  Requesting public record requests should not be such a task if they were done online and not paper based. They should not be charged for this.

ITEM 11C

- **Eric Tullberg** (7884 SW 179th Terrace)
  We do not have full time Councilmembers, so it would be an imposition to start during business hours. Likewise, the working public would not be able to attend.

- **Linda Miller** (8801 SW 176th Street)
  No ,No , No- council meetings must not start at 4pm . Most people in the village are still at work or just leaving work . This will only limit the number of citizens that can attend the live meeting and those who want to view the meeting's live feed . If you feel the meetings run in to long and you want to start the meetings earlier try doing the awards presentations earlier or on a different day than the regular council meetings. You waste so much time with these presentations.

- **Robert Miller** (8801 SW 176th Street)
  Our council meeting should not be changed from 7pm to 4 pm. Most people are still on i95 coming home from work. No to a change of time for the regular council meetings.

ITEM 13A

- **Gabriela Gregorian** (14510 SW 75th Avenue)
  In addition to our letter dated October 17 2025 (after being informed the hearing was postponed for November 3 2025) expressing our disagreement for the neighbor's requested variance, we have the following question:
  If the Village of Palmetto Bay approves this variance reducing the required setbacks so our neighbor will install a medium size pool/ new impervious surface on the small size terrain in between our houses and closer to our septic drain field and house (instead of for example a smaller size pool or a pool at another location on neighbor's property) and where on the street there is no stormwater drain hole nearby, please let us know who will be liable and compensate us in case damages to our septic system drain field / house / property are produced: the village of palmetto bay planning and zoning department, our neighbor, or both?

  We are writing you are the neighbors located (and as such impacted) directly at the northside property of the applicant Mrs. Dittmar, who is requesting variances reducing the required pool setback under section 30-50.4(e) for a front pool setback of 59 feet 2 inches where 75 feet is required, and for a north side setback for the pool interior side setback to 15 feet 11 inches where 20 feet is required.

  We are not in agreement that a variance reducing pool setbacks are granted.

  The pool and surrounded area used for any decking represents new impervious surface immediately near our house/property. With a variance reducing the required/established setbacks for the front and north side, this new impervious surface will impact on our septic tank drain field, as the surface will be closer if a variance is approved. and as the stormwater drain does not have a street opening/drain hole in between the two houses (where the pool is proposed to be located) but further away. A front pool setback variance of 59 feet 2 inches, where 75 feet is required will bring the east side of the pool/impervious surface almost 16 feet closer (than if required setback would be maintained) to the southeast corner of our drain field.

We are concerned if a variance for the north side setback would be granted by your zoning department, that digging closer to our property/house will impact our house and foundation. As the proposed pool location is on our house side where we have two bedrooms, a variance will allow the interior pool side and the expected noise/entertainment to be closer.

- **Linda Cannella Miller** (8801 SW 176th Street)
  This change variance is too much of a change from what the requirement is.

ITEM 14A

- **Eric Tullberg** (7884 SW 179th Terrace)
  It is great that we will get started removing invasive exotics from the Woods. By piggybacking the MDC contract we avoid a possible complaint we did not do it correctly. I suggest we have a walk-around next May when Phase 1 is finished.

- **Linda Miller** (8801 SW 176th Street)
  This is very important to pass and to act on ASAP to ensure that The Woods is turned into a Pocket Park as per the terms of the lease contract.

- **Robert Miller** (8801 SW 176th Street)
  Yes to restoring the woods to a pocket park. Please proceed quickly for you only have until July 2026.

ITEM 14C

- **Eric Tullberg** (7884 SW 179th Terrace)
  Steve Cody made unwise comments about Charlie Kirk. Let it go!

- **Linda Cannella Miller** (8801 SW 176th Street)
  Please remove the Council Liason from specific village committees and charter revision commission, .The Mayor should not appoint this council liaison to any further positions, presentations , or appointments.

- **Robert Miller** (8801 SW 176th Street)
  Please remove the Council Liason from all public appearances, appointment, committees, and Charter commissions.

ITEM 14D

- **Robert Miller** (8801 SW 176th Street)
  We do not need to spend money on Lobbyists. I say no to the Village. Manager to have the authority to approve of lobbyists services.

ITEM 14F

- **Eric Tullberg** (7884 SW 179th Terrace)
  Why is the resolution backdated to March 20? Lease cost of $82,000 for 11 vehicles for 5 years seems very low.

AGENDA ITEM NO. 5.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 1, 2025

SUBMITTED BY: Missy Arocha, Village Manager's Office

ITEM TYPE: Report

AGENDA SECTION: VILLAGE MANAGER'S REPORT

SUBJECT: Departmental Updates

SUGGESTED ACTION:

ATTACHMENTS:
Manager's Report - December 1, 2025

Manager's Report

FINANCE

October

- The expenditures in October 2025 were $ 549,504, 2.1% of the total budget, compared to budgeted expenditures of $2,190,168, a surplus of 6.23% for the month. Please note that this analysis is based on a straight-line allocation of the budget for the year, which is $ 2,190,168 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 $ 549,504 or 2.1 % compared to budgeted expenditures of $ 2,190,168 or 8.33%. If the Police invoice for October in the amount of $883,541 was included that would add 3.3% to the monthly expenditure.

Manager's Reportable Checks:

Check Transfer Date	Check Transfer #	Vendor Name	Description	Total Amount
10/08/2025	298	WAYPOINT CONTRACTING, INC.	DESIGN-BUILD - CRP REC ROOM AND INDOOR PB CENTER	$374,908.93
10/15/2025	280	DEPARTMENT OF TREASURY	WITHHOLDING PAYMENT	$47,141.76
10/15/2025	597	KELLY TRACTOR CO	FELLING 14FT TRAILER PS	$14,402.00
10/15/2025	273	CORELAND CONSTRUCTION CORP.	SW 174TH STREET ROADWAY IMPROVEMENTS	$51,750.87
10/20/2025	631	Tyler Technologies	TYLER SOFTWARE FROM 11/1/25-10/3126	$90,327.30
10/23/2025	537	CALVIN GIORDANO & ASSOCIATES	Building & Roofing Inspections	$12,925.00

IT DEPARTMENT

October

1. Help Desk statistics:
    a. 550 work orders created
        i. 225 (50%) submitted by cybersecurity systems, serves, and network alerts.
        ii. 225 (50%) submitted by staff, charter officer, and elected officials.
    b. 534 work orders completed. (98% close-out rate)
2. Hosted the Miami-Dade Cyber Games event in honor of Cybersecurity Awareness Month.
3. Implemented new WiFi security strategy at all sites using WPA3 encryption technology which is more resilient to breach attempts.

Upcoming Goals

1. Negotiating internet services for new Coral Reef Park facility go-live.
2. Completing network design for new Coral Reef Park facility including public WiFi services.

HUMAN RESOURCES

October

- 2 Recruitment Ad
    - Maintenance Worker I – Grounds (Public Services)
    - Recreation Attendant (Parks & Recreation)
- 55 Applications Reviewed
- 0 Interviews scheduled
- 1 Pre-Employment Meetings
- 1 New Hire
    - Recreation Attendant (Parks & Recreation)
- 0 Training Sessions
- 2 Separations of Employment
    - Maintenance Worker I – Grounds
    - Village Attorney
- 23Transfers/Updates/Evaluations
- Staffing Update as of 11/12/2025 (15 Vacancies)

Active Recruitments		
2 Full-time positions and 5 Part-time positions		
Public Services	Maintenance Worker I – Grounds (2)	Advertised 10/1 - 15/2025 Recommendations submitted by Dept. Director to HR on 11/7/2025
Parks & Recreation	Recreation Attendant (1)	Job advertisement closed on 11/5/2025. Applications under review with HR.
	Park Service Aide (4)	Advertised 11/12-26/2025
Vacant Positions		
8 Full-time positions		
Department	**Position**	**Status**
Village Clerk	Administrative Assistant (1)	On hold per Village Clerk
Planning & Zoning	Zoning Administrator (1)	On hold per Village Manager. Incumbent serving as Principal Planner (TSOR – Temporary Service Out of Rank).
Public Services	Tree Trimmer (1)	On hold per Director
	Maintenance Worker I – Facilities (2)	On hold per Village Manager
Parks & Recreation	Maintenance Worker I – Parks (1)	On hold per Village Manager
	Parks & Recreation Supervisor (2)	On hold per Director

COMMUNICATIONS

October

- 99 FB/Twitter Postings (including event and meeting postings)
- 11,067 FB Followers
  - 216 New FB followers
- 9,283 Instagram Followers
  - 294 New IG Followers
- 8,867 Email Subscribers
- 13 Videos Produced:
  - Adopt a Pet
  - Photography Contest Promo
  - Halloween Event Video Prom
  - CRS Savings Video
  - Sensory Garden Video
  - CRP Rec Mayor Video
  - Farmers Market Reel
  - Deering Point Cleaning Promo Reel
  - Fall Recycling Reel

- Halloween Event Reel
- Halloween Event Recap Reel
- Harvest Fest Promo Reel
- FL City Week Reel

- 2 Village Vibes Bi-Weekly E-Newsletters
  - 10/11 Village Vibes
  - 10/25 Village Vibes
- 21 Promotional/Informational Campaigns – **49 Posts**
  - Rosemary Fuller – 4
  - Monthly Awareness – 3
  - Sunset Eats Closure Promo – 4
  - Hiring – 2
  - Farmers Market – 2
  - Deering Point Cleaning – 3
  - Adopt a Pet – 1
  - Photography Contest – 3
  - Fall Recycling - 4
  - First Responders – 1
  - Halloween Event – 5
  - Art Exhibit - 1
  - Senior Arts and Craft - 2
  - Safe Streets – 4
  - Harvest Fest – 3
  - Veterans Day Event – 2
  - Senior Dance – 1
  - Skate Park – 2
  - Mammogram Event – 1
  - Sofia 5k – 1
  - Senior Arts and Craft - 2
- Meetings Broadcast: **3**
  - 10/7 Barnes & Noble's Opening
  - 10/14 Hybrid Public Workshop
  - 10/20 Hybrid Zoning
- Events Attended/Promoted: **8**
  - 10/15 Principal of the Year
  - 10/16 US Navy Birthday Event
  - 10/17 Safe Streets
  - 10/20 Deering Point Clean Up
  - 10/21 Deering Estate Foundation
  - 10/22 BRT Ribbon Cutting
  - 10/24 Real Estate Podcast

- Baybot User Interactions: **190**

GRANTS

October

- New Grant Applications (0)

- Closed Grants (1)
  - FDLE Justice Assistance Grant – Stop the Bleed training supplies.

- Grants Approved (0)

- Active Grants (14)
  - FDEM Florida Recovery Obligation Calculation (F-ROC) – *2025 disaster season documents completed, closeout anticipated 12/31/2025*
  - FDEM Florida Recovery Obligation Calculation (F-ROC) – *2026 abatement activities due March 2026*
  - FDEP Resilient Florida – Assessment and Planning for a Resilient Palmetto Bay (comprehensive vulnerability assessment) – *pending request for reimbursement*
  - FRDAP Coral Reef Park Trail Renovations-Recreational Trails Program (RTP) – *closeout package in review by agency*
  - Safe Street 4 All (SS4A) – VOPB Street Safety Action Plan Development – *demonstration in planning phase*
  - Sub-Basin 43 (Hazard Mitigation Grant Program) – *reimbursement 2 in review by agency*
  - Sub-Basin 43 (State Appropriation)
  - Sub-Basin 44 (State Appropriation) – *reimbursement 1 received*
  - Sub-Basin 57/96 (State Appropriation) – *reimbursement request in progress*
  - Transportation Planning Organization – Multimodal Transportation Master Plan – *reimbursement request 3 approved*
  - Village Council's Palmetto Bay "Adopt-A-Pet" Council Program – *program and resident participation in progress*
  - Village Council's Senior Assistance for Veterinary Emergencies (SAVE) Council Program – *program launched*
  - *Pre-Award Process* – Veterans Park Phase 1 Appropriation – *pending grant application*
  - *Pre-Award Process* – Sub-basin 12 Stormwater Quality Improvement – *project area expanded to include sub-basin 42*

PARKS & RECREATION

October

Palmetto

- Ballet at the Park: Friday Adult and Private Lessons 12pm – 6pm
- I9 Sports: on Saturdays and Sundays 8am - 2pm
- MJ Hoops: Tuesdays, Wednesdays, and Thursdays 5:45pm & 8:30pm
- Bay Lions Soccer Club: Tuesday, Thursdays & Friday 4pm-6pm
- Juventus Soccer Club: Mondays, Wednesday, Saturdays, Sundays
- Travel Softball: Stingrays: Monday/Friday 4pm, 6pm & 8pm
- Howard Palmetto Baseball/Softball Association- Youth Softball Leagues 8U, 10U 12U- practices Tuesdays, Wednesdays, Thursday 6-9:30p; Games Fridays 7pm and Saturdays 9am and 10:30am
- Baptist Health Senior Stretch Exercise Class: Mondays 10:30am & 11:30am
- Pickleball Reservations: 2
- Total Softball Games: 24
- Total Softball Practices: 184
- Total Pavilion/Rec Room Rentals: 8

Coral Reef Park

- Pickleball Reservations – (Courts under construction)
- Tennis Court Rentals: 648
- Picnic Areas/Pavilion/Gazebo Rentals: 14
- Baurball Soccer training, Weekdays 4pm-6pm
- Beast Volleyball Monday, Wednesday and Friday 5 – 6:30pm
- Orange Ball and Green Ball Tennis, Tuesday and Thursdays 4pm-6:30pm Total participants: 37
- Palmetto Bay Soccer participants: 132
- Bay Lions FC Soccer participants: 86
- Howard Palmetto Baseball (T-Ball) participants: 88

Perrine Community

- 1 Rental
- 1 Program

Ludovici Park

- 7 Programs
- 1 Rentals
- 1 Event
- 18 Waiver

Thalatta Estate

- 4 Programs
- 2 Rental
- 8 Photoshoot
- 1 Event

Fee Waivers- Requested and Granted in October 2025

Group Name	Date	Time	Location	Type of Event	Total Value Granted	Date of Request
Palmetto Branch Library	Wednesday, 10-11-25 & 12-6-25	10:30am – 12:30pm	Ludovici Park- Amphitheater	Yoga Classes	$ 268.00	10/6/2025
Cantamar Homeowners Association	Thursday, 11-11-25	5pm-7pm	EAF COMMUNITY ROOM	Annual Budget Meeting	$385.00	10/30/2025

2025 Upcoming Events/Programs/Projects

Palmetto Bay Park

- Ballet at the Park: Monday – Thursday 4-8p; Adult class/lessons: Fridays 12-6p
- I9 Sports: Saturdays 8am-2pm
- MJ Hoops: Tuesdays, Wednesdays, Thursdays 5:45pm-8:30pm
- Juventus Soccer Club: Mondays, Wednesdays, Saturday, Sundays
- Bay Lions Soccer Club: Tuesdays, Thursdays and Fridays
- Howard Palmetto Baseball Softball Association Fall League practices Tuesdays, Wednesdays, Thursdays/ Games Fridays and Saturdays
- Travel Softball: Stingrays, Rock Gold, Lady Canes, SF Contenders: Mon-Friday 6pm & 8pm
- Baptist Health Senior Stretch Exercise Class: 10:30am & 11:30am
- Village of Palmetto Bay State of the Village Address December 11, 2025; 6-8pm; Field #1
- First Responder's Appreciation Day: December 2, 12-2pm

Coral Reef Park

- Palmetto Bay Soccer season starts: December 1st through December 19th, 4pm-5:30pm (Games Fridays and Saturdays)
- Bay Lions Soccer Club: 430p – 7pm (Games are Sundays)
- Orange Ball and Green Ball Tennis, Tuesdays and Thursdays, (4pm – 630pm) December 2nd
- Baurball Soccer Training, Weekdays 4pm - 6pm
- Beast Volleyball Tuesday, Thursday and Friday, 5-630pm
- TTT Fitness, Monday - Thursday, Saturday 9am-10am and 5pm-6pm:

Perrine Community House

- 1 Rental
- 1 Waiver
- Program: Ballet – December 8-11
- Event: 12/6 Woods Workshop

Thalatta Estate

- 6 Rental
- 1 Rehearsal
- 10 Photoshoot
- Yoga by the Bay – Sundays, 9:30-10:30am
- Waiver – Chabad Women Education – Every Tuesday at 10am

Ludovici Park

- Core and Stretch Class – every Wednesday at 10:30am
- Waiver - VPB Library Teen Advisory – every Wednesday at 4pm
- Waiver - Italian Classes for Kids – every Saturday at 9am
- Dance Workshop – every second and forth Monday of the month at 10:30am
- Waiver - VPB Library Adult Book Club - Third Thursday of the month at 3pm
- Cutler Bay Community Theater – Mondays, 6/9- at 7pm
- WAIVER - Musicore – first and third Tuesdays of the month and second and forth Thursdays of the month at 3:30-5:30pm
- Garden Club – every fourth Tuesday at 6pm
- WAIVER – VPB Library Yoga Class EAFCR at 11:30am
- PROGRAM – Yoga by the Bay EAFCR at 9:30am
- Program: N/A
- Rental: 12/28/25 at 12pm

Park Projects

Palmetto Bay Park Irrigation Redesign – Calvin Giordano

- 12/13/2024 submittal package for Building Department review
- 4/25 Release Invitation to Bid
- 6/9 one (1) Bid Received
- Evaluation of Project based on budget

Coral Reef Park – Design-Build Recreation Center

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

Coral Reef Park Pineland and The Woods

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

The Woods

- Currently Working on phase 1 Required Components
- Phase I FY 25-26 budget $250,000
- Phase I Approved on 11-2-25 IRC to proceed at a cost of $194,500, execution of contract in process.

- Purchase Order approved for purchasing of benches, trash receptacles, signs, and pet waste stations
- Community Workshop scheduled for December 6, 2925, 1:00pm at the Perrine Community House.

Veteran's Park

- 100% Plans Received December 2024
- Kimley Horn Currently working on permits
- Plans submitted to DERM 9/42025 with the updated design. It takes about 30 days for them to review it.
- Miami-Dade Eater and Sewer plans – 9/2025 approved
- RFP for construction of Phase 1 to be Released 2025
- Woody Williams Foundation for the Gold Star families Memorial Monument – Under Contract
- Designed Approved via Resolution No.2025-66.

Palmetto Bay Park – New Mower

- Delivered November 12, 2025.

Pickleball Center

- Council approved Construction of Design Build Indoor Pickleball Center-
- Contract for Build-Out (Waypoint) executed 9-2025; site work began 10/2025
- Management/Operations (Diadem) approved by Council 9-17-25

Parks Tractor

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

Coral Reef Park Playground Improvements

- 12/9/24 approved by Village Council
- 1/25 Contract executed
- Installation scheduled to begin October 27, 2025, with completion date of December 19, 2025
- Confirmed equipment delivery and start date of October 29, 2025, project underway.

Skate Park – Palmetto Bay Park

- Release RFP February 2025
- Pre-submission Meeting 2/18/2025
- Received 2 Proposals on 3/7/2025
- Proposal approved by Village Council 6/2/2025
- Design 9/12/2025
- Community Meeting scheduled for November 6, 2025, 6pm at Palmetto Bay Park
- Input to be evaluated and revised design in process-to be shared at second public meeting- Date TBD
- Staging and mobilization February 2026 and estimated completion July 2026

Thalatta Enclosed Pavilion Design

- 2/25 Procure a professional consultant for design of enclosed pavilion
- 3/4/2025 On-site meeting with Chisholm Architects
- 3/12/2025 Received Proposal from Chisholm Architects
- Chisholm Architect working on project
- Notice To Proceed issued; 40% of Phase 1 completed
- Chisholm currently in discussion with SFWMD

Coral Reef and Palmetto Bay Parks Asphalt Trail Rehab

- Invitation to bid issued and five (5) bids received
- Recommended vendor approved by Village Council 6/2/2025
- Execution of contract in progress
- Contract signed, meeting with contractor at Palmetto Bay Park & Coral Reef
- Start date – October 2025

PUBLIC SERVICES

October

- **Freebee Ridership:**
  1861 Completed Rides (C.R.)
  2129 Total Passengers
  Ridership has increased by 1861 C.R since August and increased by 1861 C.R. since September

- **IBus Ridership:**
  791 A.M. Route
  831 P.M. Route **Total: 1,623 Riders**
  Ridership has increased by 1623 since August and increased by 1623 since September

- **Facilities Maintenance Division**
  50 Open Work Orders – *50 more than August* *50 more than September*
  37 Closed Work Orders – *37 more than August* *37 more than September*

- **Public Works**

4 - Signs Repaired/Installed	*4 more than August*	*4 more than September*
0 - Graffiti Removal	*0 same as August*	*0 same as September*
5 - Pothole/Shoulder Repairs	*5 more than August*	*5 more than September*
15.01 - Tons of Debris/Trash Removal	*-15.01 more than August*	*-15.01 more than September*
83 - Drain Cleaning/Repairs (inlet tops)	*83 more than August*	*83 more than September*
0 - Linear feet of sidewalks installed	*0 same as August*	*0 same as September*
0.00 - Paving Linear ft	*0.00 same as August*	*0.00 same as September*
13 - Sidewalks inspected	*13 more than August*	*13 more than September*
32- Drainage Inspection	*32 more than August*	*32 more than September*
61 - Catch Basin	*61 more than August*	*61 more than September*
3 - Outfalls	*3 more than August*	*3 more than September*
6,428 - Linear Feet Pipe	*,428 more than August*	*6,428 more than September*

0 - Canal Cleaning/ Clearing	*0 same as August*	*0 same as September*
3 - Flooding Investigations & Resolutions	*3 more than August*	*3 more than September*
1 - Complaints Reported to MDC	*1 more than August*	*1 more than September*
63 - Trees/Shrub Trimming/Removal	*63 more than August*	*63 more than September*
221 - Tree & Landscaping Inspections	*221 more than August*	*221 more than September*

Capital Projects

- Received confirmation notification from Grant Agency that Sub Basin 43 is eligible for Phase II (Construction funding) and working with publishing notice requirements they are requesting to continue approval process.
- Confirmed with Grant agency that surplus Sub Basin 12 awarded funding can be used on adjacent Sub Basin 42. Taking items to Council for acceptance of grant and then will also submit Recommendation of Award to contractor for December Regular Council Meeting.
- Review & Implementation of FY24-25 Village wide Traffic Calming Improvements. Recommendation of acceptance of findings being presented by Marlin Engineering to Council for November meeting.
- Continue to work with FPL on securing & installing lights near the Intersection of Traffic Circle of SW 168TH Street and SW 82ND Avenue.
- Continue working on construction of Drainage Sub Basin 44. Drainage Installation, Swale Grading, and Trench Restoration are nearly complete on East Side (near Deering Estate).
- Continue working on SW 174TH Street complete Streets project installation of light poles and Punchlist/Final Inspection and Acceptance. Light poles delivered week of October 31^{st,} and installation is nearing completion.
- SW 92ND Avenue Complete Streets Construction (on-going), medians are being constructed from North to South.
- Coordinate/Prepare ITB for Painting of Village Hall. Plan to start in 2026, after festivities have concluded at Village Hall this year.
- Revisit Transit, FDOT grant to cover additional Freebee Vehicles, was accepted by Council. IBUS pick up/drop off location at Dadeland Station has been revised since commencement of BRT by Miami Dade County on October 27th.
- SS4A Demonstration project installed at Coral Reef Elementary. Have received resident input and have been implementing modifications.
- Village wide Multi-Modal Transportation Master Plan (on-going). Consultant working on presentation to BPAC and Freight. Working on proposed project and cost estimates.
- Continue to coordinate with RER/DERM and consultants to obtain PS Parking Lot Improvement Project Approval.
- Continue working with SFMWD and consultant for CRP Boat Ramp Permit. Have item at the Council meeting for Resolution regarding maintenance of the R/W by the Village, to secure permit approval.

Upcoming Projects

- Plan to advertise ITB for SW 82ND Avenue Bike Lanes Project.
- Plan to issue NTP for construction of Sidewalk Gaps along SW 184TH Street upon contractor obtaining MDTPW Permit.

- As part of FY25-26 Sidewalk Replacement contracts, we Plan to distribute door hangars to coordinate completion of sidewalk gaps along West Side of SW 87TH Avenue, between SW 144TH Street and SW 141ST Street. In addition, we will also distribute door hangars for proposed improvement at SW 160TH Street and SW 79TH Avenue (sidewalk connection, pavement markings for pedestrian crossing, etc.).
- We hope to complete hire process for ground maintenance opening.
- Working on requesting bids/pricing for Localized Drainage Projects for FY25-26.
- Working on Roadway improvements for SW 83RD Avenue & 170th Street and SB Lane along SW 83RD Avenue between SW 171St and SW 170TH Street.

POLICE

October

- Southeast Florida Crime Prevention Association Meeting
- Citizen Crime Watch Meeting
- DARE classes at Howard Drive, Coral Reef, and Dr. Henry E. Perrine Elementary schools
- Youth Crime classes at Howard Drive, Coral Reef Elementary Schools
- Fall Festival at Coral Reef Elementary
- Trunk or Treat Perrine Elementary
- Officer Friendly classes at Howard Drive, Coral Reef and Dr. Henry E. Perrine Elementary schools
- Crimes/Calls for Service:
    - 3 Auto Thefts
    - 0 Commercial Burglaries
    - 1 Residential Burglaries
    - 6 Vehicle Burglaries
    - 0 Robbery
    - 16 Domestic Dispute/Disturbance
    - 7 Baker Acts
    - 23 Crashes

December Upcoming Events

- DARE classes at Howard Drive, Coral Reef, and Dr. Henry E. Perrine Elementary Schools
- Youth Crime Watch classes at Howard Drive and Coral Reef Elementary Schools
- DARE graduation at Coral Reef Elementary School
- Officer Friendly class at Coral Reef Elementary School
- Citizens Crime Watch Meeting
- South Florida Crime Prevention Association Meeting
- Light Up Your Holidays Celebration & Tree Lighting at Village Hall

- Menorah Lighting Celebration at Village Hall
- State of the Village Address at Palmetto Bay Park

PLANNING & ZONING

October

2025 Budgeted Projects

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

- Building Division
  - Received 255 permits applications.
  - 260 residents and contractors visited the Division.
  - Inspections completed:
    - Building: 500
    - Mechanical: 31
    - Electrical: 80
    - Plumbing: 67
    - Zoning: 85

Total: 763

- Administrative Variance Applications received:
  - AV-25-009 Judith Oriental-Pierre (16780 SW 83 Ct)

- Administrative Site Plan Review Applications Received:
  - SP-2025-005 Bravo Estates

- Zoning Verification Letter
  - ZVL-25-018 Publix

- Zoning Hearing Applications Received:
  - None

- Zoning Inspections and Reviews
  - Planning and zoning permits reviewed: 460
  - Planning and Zoning Inspections: 83

- Business Tax:
  - Renewals: 288
  - New Certificate of Use: 6
  - Business Tax: 11

- GOGov Permits:
  - Garage Sale: 17
  - 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: 71
  - Close Cases: 72
  - Citations Issued: 17
  - Special Master cases: 16

Upcoming Events

- December 8, 2025, Zoning Hearing
- December 18, 2025, Special Master Hearing

Sustainability and Resiliency

October

- CRS
  - Working with WSP on reducing rank from #5 -> #4
  - Currently working on:
    - County LMS approval (November 3 Council Meeting)
    - Awaiting meeting with State officials on guidance for floodplain management ordinance changes based on recent State guidelines
    - Web access for residents to search up ECs
    - More web content

- Resilience Action Plan
  - Fully submitted all documentation to FLDEP for completion of grant
  - Applied for FLDEP Grant to apply for stormwater pocket parks acquisition on 8/29/2025
  - Objective from Resilience Action Plan was to acquire land for stormwater pocket parks for green and blue infrastructure including rain gardens or “swales,” trees, and permeable materials like gravel and shells.

- VPB Gold Star Family Memorial Monument Committee
  - Final design up for Council approval on November 3 Council meeting



- AIPP
  - Last AIPP Meeting was held on October 8th, 2025; AIPP Board is actively reviewing the draft Call to Artist #2 for SW 152 Street & Old Cutler Road Traffic Circle
  - Miami-Dade County AIPP Program Department of Cultural Affairs officially decommissioned CRP art piece “Family Games” as of September 2025.
  - Next AIPP Board meeting will be held in November 2025.

- Village of Palmetto Bay Cleanup Day
  - Cleanup was a success!
  - Over 50 volunteers and 115lbs. of trash collected

- Resiliency Committee
  - Next meeting: January 2026
  - Working with Committee to create educational videos on social media with help from Communications

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



- Plastics Challenge
  - Current count: 356 lbs.

- Lbs. Needed to Go to Reach Goal of Park Bench: 643

AGENDA ITEM NO. 6.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 1, 2025

SUBMITTED BY: Missy Arocha, Village Attorney's Office

ITEM TYPE: Report

AGENDA SECTION: VILLAGE ATTORNEY'S REPORT

SUBJECT: Attorney Expenses

SUGGESTED ACTION:

ATTACHMENTS:
Village Attorney Expenses

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

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

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

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

November 14, 2025
Invoice # 309150

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

For Professional Services Rendered

Date		Services	Hours	Amount
10/10/25	jem	Review/analyze Florida Statute 119.0725 Re Client Inquiry Concerning Same	0.90	281.25
10/21/25	jjq	Review And Analyze Potentially Responsive Documents To PRR-2025-172; Communicate With Client Re Same; Communications With Client Re PRR-2025-326	0.80	250.00
10/28/25	lsl	Preparation Of Response To Public Records Request To Convert Email To Another Format.	0.50	156.25
Total Professional Services			**2.20**	**$687.50**

Invoice Summary

For Professional Services	687.50
For Disbursements Incurred	0.00
Total this Invoice	**$687.50**

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

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

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

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

November 14, 2025
Invoice # 309151

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

For Professional Services Rendered

Date		Services	Hours	Amount
10/01/25	jjq	Communications With Client Re Unauthorized Use Of Village Seal; Conference Re Same; Revise Letters Re Same	0.90	281.25
10/01/25	lsl	Prepare Cease and Desist Letters Regarding Village Seal	1.50	468.75
10/02/25	jjq	Communicate With Client Re Charter Review Committee Matters	0.20	62.50
10/03/25	jjq	Advise Client Re Farmers Market Matters; Conference With Client Re Council Meeting Items	0.50	156.25
10/06/25	jjq	Communications With Client Re Tennis Court Matters; Communications With Client Re Proposed Resolutions; Communications With Client Re Proposed Committee Removal; Review And Analyze Memorandum And Case Law Re Same; Follow Up Re Same	1.10	343.75
10/06/25	jjq	Prepare For And Attend Regular Council Meeting	4.70	1,471.10
10/09/25	jjq	Advise Client Re Notice Matters	0.20	62.50
10/10/25	ram	Review And Analyze Applicability Of Sunshine Law To Private Mediation Session And Confer With Village Attorney	0.40	125.00
10/15/25	jjq	Communications With Client Re Upcoming Agenda Items; Analyze Matters Re Same	0.50	156.50
10/16/25	jjq	Conference With Client Re Charter Review Commission; Conference With Client Re Pending Agenda Items And Upcoming Meetings; Review And Analyze Proposed Agenda Items; Communciations With Client Re Same	1.30	406.90

For Professional Services Rendered

Date		Services	Hours	Amount
10/17/25	jjq	Communicate With Client Re November Agenda Items; Review, Revise, And Approve Agenda Items For Woods Environmental Survey; Communicate With Client Re Same; Analyze Procurement Code Re Piggybacking; Review, Revise, And Approve Agenda Items Concerning MLK Parade, Traffic Calming Items, And Fleet Vehicles; Communications With Client Re Same; Communications With Client Re Venture X PB Unauthorized Use Of Village Seal; Review And Analyze Special Events Permit Re Same; Prepare Cease And Desist Letter To Ms. King	1.70	531.25
10/17/25	jjq	Preparation For Special Council Meeting	0.80	250.00
10/17/25	ram	Telephone Conference With Village Attorney Concerning Ethics/Sunshine Law Questions -- Village Mediation; Review Applicable Opinions	0.60	187.50
10/20/25	jjq	Prepare For And Attend Special Council Meeting	3.50	1,095.50
10/21/25	jjq	Research Concerning Role And Authority Of Charter Review Commission; Research Legislation Re Same; Communicate With Client Re Same	0.70	218.75
10/21/25	ram	Review And Analyze Question Concerning Recusal And Filing Memorandum Of Conflict Form If No Vote Taken; Confer With Village Attorney	0.40	125.00
10/22/25	jjq	Communications With Client Re Charter Review Commission; Advise Client Re ITB# 2025-12-016; Communicate With Client Re Fencing Permit Matters; Prepare For Charter Review Commission Meeting; Communicate With Client Re Election Matters	1.20	375.00
10/23/25	jjq	Conference With Client Re Directors Meeting; Draft Resolution Re Lobbying Services; Revise Same; Communicate With Client Re Same; Review And Revise Business Impact Estimate-Ordinance Amending Zoning Map; Conference With Client Re Charter Officers Meeting; Conference With Client Re Rosen Property Matters; Review And Analyze Documents Re Same; Follow Up Re Same	2.80	875.00
10/23/25	rcp	Confer Regarding Abandonment Of Street Procedures; Research Re Statutory Applicability Re Same	0.40	125.00
10/23/25	jjq	Prepare For And Attend Charter Review Commission Meeting	2.30	718.75
10/24/25	jjq	Research Concerning Historical Treatment Of Authority Of Charter Review Commission; Conference Re Same; Multiple Communications With Client Re Same	0.90	281.25
10/24/25	jjq	Conference With Client Re Pending Village Issues And Parks Matters	0.50	156.25
10/24/25	jjq	Communications With Client Re Farmer's Market Matters; Communicate With Mr. Frey Re Same; Review And Analyze Agreement Re Same; Conference Re Metro Express Agreement; Conference Re Audiovisual System Maintenance Matters; Follow Up Re Same	0.80	250.00

For Professional Services Rendered

Date		Services	Hours	Amount
10/27/25	jjq	Advise Client Re Agenda Items; Review And Approve Same; Communications With Client Re Procedural Issues; Communications With Client Re Business Impact Estimate Matters; Communications With Client Re Council Fees Legislation	1.60	500.00
10/28/25	ram	Initial Review Of Question Concerning Recusal From Settlement Discussion And Vote Tied To Complaint Filed By Councilmember	0.50	156.25
10/28/25	jjq	Finalize Business Impact Estimates; Research Waiver Of 7-Day Rule; Communicate With Client Re Same; Communicate With Client Re Pending Public Records Requests; Communicate With Client Re Sidewalk Improvement Agreements;Communicate With Mr. Frey Re Farmer's Market Matters; Communicate With Client Re Same; Communicate With Client Re The Woods; Review And Analyze Coral Reef Farmer's Market Agreement; Review And Analyze Woods Agreement; Conference Re Same	2.20	687.50
10/29/25	jjq	Communications With Client Re Charter Review Commission Matters; Communicate With Client Re iBus Matters; Communications With Client Re Upcoming Council Meeting And Specific Inquiries are Agenda Items; Review And Analyze Same; Communicate With Client Re ITB# 2025-43-012 - Audiovisual System Maintenance - Contract	1.30	406.90
10/29/25	lad	Review and Analyze Lease and Amendment for Wood Park Re Improvement Obligations and Timing Required (Removal of Invasive Species)	1.00	312.50
10/30/25	jjq	Communicate With Client Re ITB# 2025-43-012 - Audiovisual System Maintenance - Contract	0.20	62.60
10/30/25	jjq	Review And Analyze Agenda; Prepare For Council Meeting	1.60	500.00
10/30/25	ram	Review And Analyze Ethics Opinions Concerning Voting Conflicts Related To Oath Of Office Complaint And Confer With Village Attorney	0.50	156.25
10/30/25	lad	Review and Analyze Item 11B Proposed Ordinance on Executive Session Disclosures and PR Ordinance;	0.80	250.00
10/31/25	jjq	Conference Concerning Woods Lease, Agenda Items, Executive Session Issues; Follow Up Re Same; Research Re Issues Related To Same	0.90	281.25
Total Professional Services			**38.50**	**$12,037.00**

Invoice Summary

For Professional Services	12,037.00
For Disbursements Incurred	0.00
Total this Invoice	**$12,037.00**

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

ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
Account No.: 1753777107
PLEASE INCLUDE INVOICE NUMBER

WEISS SEROTA HELFMAN COLE & BIERMAN, P.L.

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

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

November 14, 2025
Invoice # 309152

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

For Professional Services Rendered

Date		Services	Hours	Amount
10/03/25	jjq	Communicate With Client Re Westminster Application	0.20	62.60
10/06/25	jjq	Communications With Client Re Westminster Application And Potential Need For Variances	0.50	156.25
10/10/25	jjq	Prepare For And Attend Meeting With Client And Westminster Re Planning Inquiries; Follow Up Conference With Client	1.40	438.20
10/14/25	jjq	Communicate With Client Re FLUM Designation Restrictions; Review And Analyze Comprehensive Plan Re Same	0.40	125.20
10/14/25	jjq	Prepare For And Attend Public Workshop Re Westminster Application	1.60	500.80
10/16/25	jjq	Advise Client Re LPA item 3; Research Re Same; Further Communications Re Same	0.70	218.75
10/17/25	jjq	Conference With Client Re Upcoming Zoning Meeting; Follow Up And Analyze Matters Re Same	0.50	156.25
10/17/25	jjq	Preparation For Zoning Meeting	0.70	218.75
10/20/25	jjq	Prepare For And Attend LPA Meeting And Zoning Hearing	1.70	532.10
10/21/25	jjq	Review And Approve Legislation Titles; Communicate With Client Re Same	0.30	93.75
10/23/25	jjq	Communicate With Client Re Tower Siting Preemption; Conference Re Same	0.40	125.00
10/23/25	jem	Conference Regarding Utility Pole Inquiry	0.20	62.50
10/24/25	jem	Conference Regarding Monument Sign Variance	0.20	62.50
10/28/25	jjq	Communicate With Client Re Off-Street Parking Matters; Conference Re Same	0.40	125.20
10/28/25	jem	Conference Regarding Baptist Signage	0.20	62.50

For Professional Services Rendered

Date		Services	Hours	Amount
10/28/25	cb	Review And Evaluate Code For Purposes Of Ascertaining Reasonable Accommodations Provisions	0.80	250.00
10/28/25	cb	Continued Preparation Of Initial Draft Of Ordinance Relating To Recovery Residences	2.10	656.25
10/28/25	cb	Review And Evaluate Definitions Used In Land Use Provisions Of Code	0.90	281.25
10/29/25	jem	Review And Analyze Documents Related To Baptist Signage And Confer Regarding The Same	0.90	281.25
10/31/25	jjq	Review And Analyze Baptist Sign Variance Plans And Application; Communicate With Client Re Same	0.50	156.25
10/31/25	jjq	Preparation For November Quasi-Judicial Items	0.60	187.50
Total Professional Services			**15.20**	**$4,752.85**

Invoice Summary

For Professional Services	4,752.85
For Disbursements Incurred	0.00
Total this Invoice	**$4,752.85**

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

WEISS SEROTA HELFMAN
COLE & BIERMAN, P.L.

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

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

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

November 14, 2025
Invoice # 309153

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

For Professional Services Rendered

Date		Services	Hours	Amount
10/23/25	mab	Review And Analyze Utility Siting Law	0.60	187.50
Total Professional Services			**0.60**	**$187.50**

Invoice Summary

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

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

November 14, 2025
Invoice # 309154

CLIENT: 2210 - Village of Palmetto Bay
Re: 019 Real Estate

For Professional Services Rendered

Date		Services	Hours	Amount
10/29/25	jjq	Review And Analyze Woods Lease Documents; Research Re Same; Conference Re Same; Develop Approach Re Same; Follow Up Re Same	1.60	500.80
Total Professional Services			**1.60**	**$500.80**

Invoice Summary

For Professional Services	500.80
For Disbursements Incurred	0.00
Total this Invoice	**$500.80**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

November 14, 2025
Invoice # 309155

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

For Professional Services Rendered

Date		Services	Hours	Amount
10/03/25	jjq	Communications With Client Re Parks Security Employee Matters	0.30	93.90
10/20/25	jjq	Conference Concerning Issues Re Parks Security Contractor Agreement; Communications With Client Re Same	0.60	187.50
10/20/25	afs	Review And Analyze Correspondence Concerning Resident Complaint	0.20	62.50
10/23/25	afs	Telephone Conference With Ms. Mock Concerning Complaint Regarding Security Personnel	0.40	125.00
10/31/25	afs	Review And Analyze Correspondence From Ms. Mock Concerning Dog Park Issues	0.30	93.75
Total Professional Services			**1.80**	**$562.65**

Invoice Summary

For Professional Services	562.65
For Disbursements Incurred	0.00
Total this Invoice	**$562.65**

Payments Can Be Wire Transferred To:
City National Bank of Florida
2855 LeJeune Road
Coral Gables, FL 33134
SWIFT Code: CNBFUS3M
ABA#: 066004367
Account Name: Weiss Serota Helfman Cole & Bierman, P.L. Operating Account
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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

November 14, 2025
Invoice # 309156

CLIENT: 2210 - Village of Palmetto Bay
Re: 024 Planning Department

For Professional Services Rendered

Date		Services	Hours	Amount
10/10/25	jjq	Communicate With Client Re Upcoming Zoning Hearing Matters	0.20	62.50
Total Professional Services			**0.20**	**$62.50**

Invoice Summary

For Professional Services	62.50
For Disbursements Incurred	0.00
Total this Invoice	**$62.50**

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

November 14, 2025
Invoice # 309157

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

For Professional Services Rendered

Date		Services	Hours	Amount
10/07/25	jjq	Communicate With Mr. McAlpine Re Bid Protest Inquiry Re Coral Reef Tennis Courts; Communications With Client Re Draft Tennis Agreements; Conference Re Same	0.50	156.25
10/08/25	lsl	Review And Evaluate Master Agreement For Coral Reef Park Tennis Court Resurfacing	2.00	625.00
10/15/25	jjq	Communicate With Client Re Pending Contracts; Review And Analyze Same; Communicate With Client Re Procurement Piggybacking Matters	0.60	187.80
10/20/25	lsl	Draft Two Agreements With Metro Express	2.80	875.00
Total Professional Services			**5.90**	**$1,844.05**

Invoice Summary

For Professional Services	1,844.05
For Disbursements Incurred	0.00
Total this Invoice	**$1,844.05**

Payments Can Be Wire Transferred To:
City National Bank of Florida
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Village of Palmetto Bay
c/o Nick Marano
nmarano@palmettobay-fl.gov

November 14, 2025
Invoice # 309158

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

For Professional Services Rendered

Date		Services	Hours	Amount
10/10/25	jjq	Conference Concerning Sunshine Law And Ethics Matters	0.30	93.90
10/18/25	jjq	Review And Respond To Various Ethics Inquiries From Client Re Statements Made In Advance Of Luxcom Executive Session; Research Disclosure And Confidentiality Issues Raised Therein; Conference Re Same	1.20	375.00
10/27/25	jjq	Communications With Client Re Request For Ethics Voting Opinion; Conference Re Same	0.60	187.50
10/30/25	jjq	Conference Concerning Ethics Voting Inquiry And De Facto Doctrine	0.60	187.80
Total Professional Services			**2.70**	**$844.20**

Invoice Summary

For Professional Services	844.20
For Disbursements Incurred	0.00
Total this Invoice	**$844.20**

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

AGENDA ITEM NO. 8.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 1, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Resiliency Committee Meeting (June 26, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-RC Meeting-06.26.25

MINUTES
RESILIENCY COMMITTEE MEETING
Thursday, June 26th, 2025 – 6:00 PM
Village of Palmetto Bay, Municipal Center, First Floor Conference Room
9705 E. Hibiscus Street, Palmetto Bay, Florida 33157

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1. **Roll call and acknowledgement of visitors**
    a. **Call to order 6:13 PM**
    b. **Committee:**
        i. **The following members were in attendance:** Andrea Candelaria (Resiliency Staff Liaison), Marsha Matson (Council Liaison), Committee member Mohammad Taha, Committee member Veronica Sosa, Zachary Davis (Secretary of Resiliency Committee), Lasaly Changkachith (Chair of Resiliency Committee)
        ii. **The following members were absent:** Committee member Heidi Faller
    c. **Non-Committee:** Casten Conley (Water Advocacy), Robert Conley

2. **Public Comments, including comments from Village Council, Village Manager, or staff**
    a. No Public comments were made.

3. **Approval of Meeting Minutes:**
    a. Thursday, April 24th, 2025
        i. Approval by consensus

4. **Old Business:**
    a. Selection of Secretary
        i. Zachary Davis selected as Secretary
        ii. Approval by Consensus

5. **Discussion of Agenda Items:**
    a. Presentation: Castan Conley (Water Advocacy)
        i. Overview of pollution sources impacting Biscayne Bay and Palmetto Bay (notably fecal contamination associated with human/animal waste, septic tanks, and storm drains).
        ii. Sampling methodology described (sterile 100 mL collection bags; samples kept cold and incubated; weekly sampling over 2 months).

iii. Tide-driven variation observed; medium tide exhibited highest bacteria counts in sample set.
iv. Recommendations: more consistent weekly monitoring; explore citizen-science network to fill testing gap between Coconut Grove and the Upper Keys; consider partnerships with Surfrider Foundation and local schools.

b. Spring Recycling Event (Staff Liaison Andrea Candelaria)
i. Electronics: 2,788 lbs, Lamps & batteries: 510 lbs, Paints: 4,150 lbs, Gasoline: 250 lbs, Pesticides: 250 lbs, Bleach: 20 lbs, Aerosol cans: 150 lbs, Paper: 2,200 lbs, Clothing: 37 lbs, Stretchy plastics (bench program): 50 lbs collected in one day; strong community response

c. 22-acre public land as part of the Settlement Agreement of 17777 Old Cutler Road (Council Liaison Marsha Matson)
i. Project scale discussed (approx. 450 dwelling units; six 10-story buildings; ten 3-story multifamily buildings; 60,000 sq ft grocery; 5-story fitness center; retail).
ii. 22-acre Pine Rockland strip: conveyance to the Village contingent upon developer obtaining first building's Certificate of Occupancy; maintenance remains with owner until conveyance.
iii. Duration estimates discussed: 2–3 years to first CO; 7–8 years for full buildout.
iv. Mobility: internal walkability emphasized; request for transit solutions (e.g., private shuttle or school bus) was not adopted; a transportation 'hub/kiosk' space planned for pickup/drop-off.

d. Discovery Report for Community Composting

6. New Business:

a. Explore pilot rain garden to improve stormwater infiltration.
b. Organize community cleanups within the Village (identify candidate sites).
c. Resilience Action Plan: final draft scheduled for Council presentation on July 7; committee to review recommendations after adoption.
d. Ongoing programs: battery recycling bin available at Village Hall; consider communications on fertilizer restrictions during rainy season.
e. Walkability & Shade Corridor Initiative
i. Committee to map priority pedestrian corridors (to schools, parks, and commercial nodes) lacking shade or safe passage.
ii. Coordinate with Tree Advisory Committee and Public Works; leverage stormwater budget for maintenance impacts.
iii. Identify jurisdiction (Village vs. County roads) to target viable stretches first; potential joint meeting with Tree Advisory Committee.

iv. Collect photos/examples from members' neighborhoods to build a location list for planting and pruning plans.

7. **Request for assistance to Village Council and Village Manager**
   a. No request were made.
8. **Selection and list of discussion items for the next meeting scheduled for Thursday, October 30, 2025.**

9. **Adjournment 7:30 PM.**

Written & Prepared by Resiliency Committee Secretary Zachary Davis.

AGENDA ITEM NO. 8.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 1, 2025
SUBMITTED BY:	Missy Arocha, Village Clerk's Office
ITEM TYPE:	Minutes
AGENDA SECTION:	BOARD AND COMMITTEE REPORTS
SUBJECT:	Youth Community Involvement Task Force Meeting (October 24, 2025)
SUGGESTED ACTION:	

ATTACHMENTS:
Minutes-YCITF-2025-10-24

Meeting Minutes - Palmetto Bay YCITF

October 24, 2025

Meeting called to Begin - 4:10 PM

- Roll call and opening remarks
- **Approval of Minutes** - Granted at 4:12 PM
- **Public Comments** - N/A
- **Discussion Items:**
    a. **Halloween Event**
        i. Volunteering: 3-8 PM (3 Points)
        ii. Contact Sophie or O'Neil if you can attend
        iii. Costumes encouraged
    b. **Holiday Toy Drive**
        i. Contacted places for donations boxes to be set up (Grandpa's business and a Publix)
        ii. Donating to Nicklaus Children's Hospital (not contacted yet)
        iii. Collection dates - TBD (end of November-beginning of December)
        iv. Potential collection boxes at Palmetto and elementary schools
    c. **Greenroofs Initiative:**
        i. Reached out UM and Andromeda District
    d. **Little Library:**
        i. Collaborating with Girl/Boy Scout groups to build the structure
        ii. Next: Select a date to paint and install (near Buddy Benches)
        iii. Plan to be done by January
    e. **Teen Talks:**
        i. Self Defense: working with PB Police Department (Date TBD)
- **Old Business:**
    - YCITF Agreements - Send to Fanny
- **New Business:**
    - December Meeting - December 12, 2025
    - Unexcused Absences will result in dismissal from the Taskforce (15 points needed per year)
- **Meeting Adjourned:** 4:22 PM

AGENDA ITEM NO. 10.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 1, 2025

SUBMITTED BY: Fanny Carmona, Parks and Recreation

ITEM TYPE: Ordinance

AGENDA SECTION: ORDINANCES FOR SECOND READING AND PUBLIC HEARING

SUBJECT: AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY FLORIDA RELATING TO PARKS AND RECREATION; AMENDING THE FEE SCHEDULES IN CHAPTER 20, ARTICLE 1, SECTIONS 20-1 AND 20-2 OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Parks & Recreation Director, Fanny Carmona) (Passed on First Reading on October 20, 2025, Special Council Meeting)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo-Ordinance Amending Chapter 20 Article 1 Sec 20- 1 Sec 20 -2 - October 2025.doc
Thalatta Rental Comparisons FINAL 9- 2025.pdf
2025 Fee Rental Comparison with Other Municipalities FINAL 9-2025.pdf
Ord-re_parks_fees_revisions_Chapter_20_Articles_1_and_2 with tracking (underline and strikes) 2ND READING.pdf
Business Impact Estimate-Park Fee Ordinance 2nd Reading 12-1-25.pdf

To: Honorable Mayor and Village Council

Date: November 3, 2025

From: Nick Marano, Village Manager

Re: Ordinance Amending Chapter 20, Article 1 Sec. 20-1 and 20-2.

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY FLORIDA RELATING TO PARKS AND RECREATION; AMENDING THE FEE SCHEDULES IN CHAPTER 20, ARTICLE 1, SECTIONS 20-1 AND 20-2 OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

BACKGROUND AND ANALYSIS:

The Parks & Recreation Department regularly evaluates its fee schedules to ensure alignment with market comparability with neighboring municipalities. While gathering information from neighboring cities, we found that several of the Village's current fees are below regional averages. Updating the schedule brings Palmetto Bay closer to industry standards while supporting the long-term sustainability of recreational programs and facilities.

Adjusting fees will help sustain service levels and ensure facilities remain well-maintained and available for public use. Following this review, staff is recommending modifications to the uniform fee schedule to better reflect service delivery costs and remain regionally competitive.

FISCAL IMPACT:
Estimated increase in revenues by 10%-20%.

RECOMMENDATION:
Approval

Attachments:

A. Fee Comparisons

Village of Palmetto Bay - Parks Recreation
Thalatta Estate - Fee Comparison

	Thalatta Estate		Vizcaya		Deering Estate			The Barnacle Historic State Park	Fairchild Tropical Botanical Gardens			Pinecrest Gardens
	Weekday Rate	Weekend Rate	Friday, Saturday, Sunday, Tuesday	Monday, Wednesday Thursday	Weekday Rate	Weekend Rate	25% discount June-August		Monday-Thursday	Friday-Sunday	Saturday	Monday - Sunday
Ceremony Area	$195.00	$605.00	$2,000/25 Guests for additional guests (Up to 25) $25 Guests are defined as all people associated with the garden ceremony, including photographers, musicians or other vendors.		$2,625	Ceremony Only - Historic Grownds $3,500		$214 + $2 pp. 50-100 guest max. Daytime rental (9 a.m. - 4 p.m.)	Allee & Overlook or Amphitheater: $2,500/First 25 guests - $30 for each additional guest w/chairs 2 hr 10am-5pm			
Outdoor Terrace	$1,375.00	$2,475.00	$23,000 (base fee applies to 100 guests between the hours of 6:30 pm and 11 p.m. Further fees apply for additional guests and/or extended hours)	$23,000 (base fee applies to 100 guests between the hours of 6:30 pm and 11 p.m. Further fees apply for additional guests and/or extended hours)	Historic Grownds $7,312.5	Historic Grownds $9,750	Staff 150 $1,287.68 200 $1,526.64 250 $1765.60 350 $2004.56	$215 per hour (5-10 PM) + $2 pp minimum 3hr	Rose & McQuillian Art Center & Veranda - Evening 6hr $8,500 1-150 guests $30 addl guest	Rose & McQuillian Art Center & Veranda - Evening 6 hr $10,500 1-150 guests $30 addl guest	Rose & McQuillian Art Center & Veranda - Evening 6hr $12,500 1-150 guests $30 addl guest	
Covered Terrace	$550.00	$1,100.00										Meadow, outside: 400 guests - $3,500 4hr+2hr
Garden Area	$825.00	$1,475.00										Hammock Pavilion, outside: 75 guests - $1,500 4hr+2hr
Weekday Package	$2,750.00											
Saturday Package	$4,600.00								Garden House & Garden Lawn: Evening 6hr - MT $6,500 1-100 guests $30 each additional	Garden House & Garden Lawn: Evening 6hr - FS $8,500 1-100 guests $30 each additional	Garden House & Garden Lawn: Evening 6hr - S $10,000 1-100 guests $30 each additional	Hidden Garden, outside : 10 guests $250 4hr+2hr
TENT RENTAL FEE			Clear 33/113 feet $8500 Clear 33/180 feet $12,000									
Police Officers			$150/hour 4hour minim					1 ranger per 50 guests $35 hour	Marque Tent and Lawn: Evening 6hr - S $16,500 1-250 guests $30 each	Marque Tent and Lawn: Evening 6hr - S $18,000 1-250 guests $30 each	Marque Tent and Lawn: Evening 6hr - S $20,000 1-250 guests $30 each additional	
Early Load-in Fees			12-3 pm $9000 9am-12pm $18,000						require 2 month wedding coordinator	inlcude 1 hr photo session		
Main Hall									Glasshouse Café: Daytime - $6,000 Evening - $7,500	Glasshouse Café: Daytime - $7,000 Evening - $8,500	Glasshouse Café: Daytime - $7,000 Evening - $10,000	Historic Entrance 40 guests $500 4h+2h
Catering Fee	$2 per person		1-200 guests:$375 201-500 Guests: $525 501-1000 guests $750		Additional guest over 150 $18 pp Catering Permit Fee $5 pp			N/A				
Photo	$80.00		$350 Weekend	$250 Weekday				$100.00				$150
Commercial	$250.00		$3,500-$12,000									$1,000
Film	$450.00		$25,000.00					$1,000.00				$1,500

	Thalatta Estate		Media Luna Ranch		Villa Toscana		Casa Feliz		Villa Woodbine			Ever After Farms - Tropical Grove		
	Weekday Rate	Weekend Rate	Weekday	Weekend	May-Sep	Oct-April	May-Sep	Oct-April	Weekday Rate	Summer Jun-Aug	Weekend Rate	Friday	Saturday	Sunday
Ceremony Area	$195.00	$605.00	Exterior area, outdoor covered area (Gazebo), 6 hours of event, private room to get ready in, tables for guests, white tablecloth, regular chairs, self parking.		Outdoor, covererd tent, dance floor		120 guests	4.5 hours event	Venue, bridal suite, staff and valet					
Outdoor Terrace	$1,375.00	$2,475.00										$6000-$8000	$8000-$10000	$7000-$9000
Covered Terrace	$550.00	$1,100.00												
Garden Area	$825.00	$1,475.00												
Weekday Package	$2,750.00	$4,600.00	$3,500.00	$4,250.00	$3987-$5115	$5032-$8600	$2000-$2750	$2550-$4550	$10,000.00	$6,000.00	$13,500.00			
Catering Fee	$2 per person													

Village of Palmetto Bay
PARK FEE COMPARISON

FACILITY	PALMETTO BAY	PINECREST	CUTLER BAY	SOUTH MIAMI	Coral Gables
Palmetto Bay Park Recreation Room (9am to 6pm)	$225	Greer: $450/3hr + $100 each additional hour Suniland: $400/3hr + $100 each additional hour	$250	$240 R $480 NR $220 NFP	Range $42/hr to $202/hr
Picnic Areas (5 hr Rental))	$105	Oak & Palm Room: $350/3hour + $75 each additional hour	$50	$175 R $225 NR $175 NFP	N/A
Pavilion/Gazebo (5hr Rental)	$185	$200/3hr + $75 each additional hour	$150	$200 R $250 NR $200 NFP	Range $46/hr to $59/hr
Baseball/Softball Field Rentals 2hr Rental - No prep/no lights)	$50	$50	$80 no lights	$60 R $72 NR $50 NFP	N/A
Baseball/Softball Field Rentals 2hr Rental - w/ Lights - no prep or no light w/prep)	$60	$100	$100 (with lights)	N/A	N/A
Baseball/Softball Field Rentals 2hr Rental - w/Lights/w/Prep)	$85	$100	$80	$80 R $100 NR $70 NFP	N/A
Open field Rental- No prep/no lights/2hr rental	$50	$50 Day $100- Night	$100	$60 R $100 NR $55 NFP	N/A
Open field Rental- 2hr rental/w prep	N/A	N/A	N/A	N/A	N/A
Commercial Video Film/Movies	$450	$1,000	N/A	$200 per day (1-10 person crew)	$335 for permit, $1,216 for use of City Facility
Commercial Photography	$250	$100	N/A	$100 per day	$214 for permit, $468 for use of City Facility
Personal Photography	$80	$100	N/A	$100 per day	$74

Village of Palmetto Bay
PARK FEE COMPARISON

User League Fees (Per participant/Per Season)	$20 per registered participant/per season minimum of $500 per league /per season	15% of Registration Fee	$2000 to $4000 per league	Run a combination of in-house & outsourced leagues	Mostly run in-house leagues, but have some contracted leagues: 70-30 split of all revenues

Note: Fees do not include tax

TENNIS FEE DESCRIPTION	PALMETTO BAY	PINECREST	CUTLER BAY	SOUTH MIAMI	CORAL GABLES
Day Rate- no lights	$4.00 per hour per person	$10 per court per hour (before 5pm)	First come / First Serve NO Fees	$5/hr R $9 NR	$6.00 R $9.50 NR
Night rate - w/lights	$5.00 per hour per person	$12 per court per hour	First come / First Serve NO Fees	$6/hr R $12/hr NR	$9.00 R $13.50 NR
Student rate (Under 21 yrs old)		$3 8am -5pm M-F only	First come / First Serve NO Fees	N/A	N/A
Day league (2hr match)	$7.00 - USTA Jr Team Tennis$3	$8	No Leagues	$10 per person	$8.50
Night league (2hr match)	$9.00 - USTA Jr Team Tennis $4	$10	No Leagues	N/A (no lights)	$11.50
Pro rate (Day)	30% of Private/ Clinics	$18 per hour per person	First come / First Serve NO Fees	$52/hr (outside instruction)	
Pro rate (Night)	30% of Private/ Clinics	$20 per hour per person	First come / First Serve NO Fees	N/A (no lights)	20% of private lessons
1hr Private Lesson	$65.00	Individual Pro @ own rates	N/A	$70	
1/2 hr Private Lesson	$38.00	Individual Pro @ own rates	N/A	$37-42.50	
1hr Clinic (Group Lesson)	$22.00	Individual Pro @ own rates	N/A	$25	

Village of Palmetto Bay
PARK FEE COMPARISON

1.5 hr Clinic (Group Lesson)	$27.00	Individual Pro @ own rates	N/A	$30	Range- $290 - $378 (7 class sessions)
Head Pro	Yes	NO	No	Yes	Yes
Advance Reservation	One week/ Walk ins	3 days General Public/ 2 days Pro	First come / First Serve NO Fees	2 days	3 days

Note: Fees include Tax

Pickleball FEE DESCRIPTION	PALMETTO BAY	PINECREST	CUTLER BAY	SOUTH MIAMI	CORAL GABLES
Day Rate- no lights	N/A	$16 per court per hour	First come / First Serve NO Fees	N/A	$6/hr R $9.50/hr NR
Night rate - w/lights	N/A	$20 per court per hour	First come / First Serve NO Fees	N/A	$9/hr R $13.50/hr NR
Student rate (Under 21 yrs old)	N/A	N/A	N/A	N/A	N/A
Day league (2hr match)	N/A	N/A	N/A	N/A	N/A
Night league (2hr match)	N/A	N/A	N/A	N/A	N/A
Pro rate (Day)	N/A	N/A	N/A	N/A	N/A
1hr Private Lesson	N/A	N/A	N/A	N/A	N/A
1/2 hr Private Lesson	N/A	N/A	N/A	N/A	N/A
Open Play	N/A	N/A	N/A	N/A	$10 per person
1hr Clinic (Group Lesson)	N/A	N/A	N/A	N/A	N/A
1.5 hr Clinic (Group Lesson)	N/A	N/A	N/A	N/A	N/A
Head Pro	N/A	$28 per hour	N/A	N/A	N/A
Advance Reservation	N/A	N/A	N/A	N/A	N/A

Village of Palmetto Bay
PARK FEE COMPARISON

ORDINANCE NO: _____

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY FLORIDA RELATING TO PARKS AND RECREATION; AMENDING THE FEE SCHEDULES IN CHAPTER 20, ARTICLE 1, SECTIONS 20-1 AND 20-2 OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

WHEREAS, the Village's Parks & Recreation Department is desirous of amending Chapter 20, Article 1, in order to provide modifications to the uniform fee schedule; and

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

Section 1. Chapter 20, Sec. 20-1 and Sec. 20-2, are hereby modified as follows:

Chapter 20 - PARKS AND RECREATION

ARTICLE I. - IN GENERAL

Sec. 20-1. - Applicability.

This chapter shall be applicable to all park users including leagues, youth organizations, school groups, private groups, party rentals, picnic rentals, pavilion/gazebo rentals, personal trainer/coach, and field rentals. Each user shall complete a park rental agreement form, and/or permit application as applicable, that includes all rules and regulations.

Sec. 20-2. - Fees.

Fees shall include area of park being utilized, time of use, dates of use, equipment/materials needed, and/or number of participants in group:

Field Rental Reservations					
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee	Senior Discount* (65 yrs and older)
2 (no prep)	$ 5055.00	$ 3.503.85	$30.00	$ 83.5088.85	$48.1552.97
2 w/lights (no prep)	$ 6066.00	$ 4.204.62	$30.00	$ 94.20100.62	$57.7863.56
Each additional hour add	$25.00	$1.75	N/A	$26.75	$24.07
Each additional hour with lights	$30.00	$2.10	N/A	$32.10	$28.89
Field Prep w/ Rental flat rate	$ 25.00	$1. 75	N/A	$ 26.75	$24.07

- *Does not include Clean-Up Deposit.

Palmetto Bay Park- Recreation Building ~~Rental Reservations~~ - (3hr minimum rental)					
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee	Senior Discount*(65 yrs and older)
1	~~$ 56.25~~	~~$ 3.93~~	~~$100.00~~	~~$ 160.18~~	~~$54.17~~
2	~~$ 112.50~~	~~$ 7.87~~	~~$100.00~~	~~$ 220.37~~	~~$108.33~~
33	~~$ 168.75~~$225.00	~~$ 11.81~~15.75	~~$100.00~~$100.00	~~$ 280.56~~$340.75	~~$162.50~~$216.68
4	~~$ 225.00~~	~~$ 15.75~~	~~$100.00~~	~~$ 340.75~~	~~$216.68~~
5	~~$ 281.25~~	~~$ 19.68~~	~~$100.00~~	~~$ 401.43~~	~~$270.84~~

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~~6~~	~~$ 337.50~~	~~$ 23.62~~	~~$100.00~~	~~$ 461.12~~	~~$325.01~~
Add/hr	$75.00	$5.25	N/A	$80.25	$72.23
Tables (6 – 6ft) and Chairs (50)	$30.00	$2.10	N/A	$32.10	$28.89

1

Coral Reef Park Recreation Center					
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee	Senior Discount*(65 yrs and older)
3 hrs (minimum)	$200.00(½ room)	$14.00	$100.00	$314.00	$192.60
3 hrs (minimum)	$450.00(full room)	$31.50	$100.00	$581.50	$433.35
Add/hr	$75.00	$5.25	N/A	$80.25	$72.23
Tables & Chairs (15 – 6ft Tables & 100 Chairs)	$75.00	$5.25	N/A	$80.25	$72.23
Outdoor Covered Terrace	$350.00 (5 hours)	$24.50	$100.00	$474.50	$337.05
Add/hr	$75.00	$5.25	N/A	$80.25	$72.23

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Open Picnic Area Reservations (Hourly rates are not available)					
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee	Senior Discount*(65 yrs and older)
9:00 am –	$~~105~~115.5~~.00~~	$~~7.35~~8.08	$100.00	$~~212.35~~223.59	$~~101.12~~111.22

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5:00 pm					

- *Does not include Clean-Up Deposit.

Bandshell/Gazebo/Pavilions Reservations					
Total Hours	Rental Fee	Tax	Clean-up Deposit	Total Fee	Senior Discount*
5 hours	$~~185~~203.50~~.00~~	$~~12.95~~ 14.24	$100.00	$~~297.95~~ 317.74	$~~178.16~~195.97
Each additional hour	$30.00	$2.10	N/A	$32.10	$28.89

Summer Camp Program				
Description	**Weekly Fee**	**Tax**	**Total Fee**	**Sibling Discount**
Weekly	~~195~~$250.00	N/A	$~~195~~250.00	$~~175.50~~225.00

Tennis ~~/Racquetball~~/Pickleball Court Rental/Programs				
Description	**Fee**	**Tax**	**Total Fee**	**Senior Discount** (65 yrs and older)
Before 5pm- per hour/per person	$ ~~3.75~~4.65	$. ~~25~~35	$ 45.00	$~~3.60~~4.50
After 5pm- per hour/per person	$ ~~4.67~~5.58	$.~~33~~42	$ ~~5~~6.00	$~~4.50~~5.40
Student Rate (21 yrs and under)	$3.72	$.28	$4.00	N/A
Day League (2hr) Match/per person	$ ~~6.55~~7.44	$.~~45~~56	$ ~~7~~8.00	$~~6.30~~7.20
Day League Jr. ~~Team Tennis~~ (2hr) Match/per person	$ ~~2.80~~3.72	$.~~20~~28	$ ~~3~~4.00	$~~2.70~~3.60
Night League (2hr) Match/per person	$ ~~8.41~~9.35	$.~~59~~65	$ ~~9~~10.00	$~~8.10~~9.00
Night League Jr. ~~Team Tennis~~ (2hr) Match/per person	$ ~~3.73~~4.65	$.~~27~~35	$ 45.00	$~~3.60~~4.50

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~~Tennis~~ Private Lessons One (1) Hour/per person	$ ~~60.75~~65.42	$ ~~4.25~~4.58	$ ~~65~~70.00	$~~58.50~~63.00
~~Tennis~~ Private Lesson Half (½) Hour/per person	$ ~~35.52~~37.38	$ ~~2.48~~2.62	$ ~~38~~40.00	$~~34.20~~36.00
~~Tennis~~ Group Lesson One (1) Hour /per person	$ ~~20.56~~23.36	$ ~~1.44~~1.64	$ ~~22~~25.00	$~~19.80~~22.50
~~Tennis~~ Group Lesson One and a Half (1 ½) Hours/per person	$ ~~25.23~~28.03	$ ~~1.77~~1.96	$ ~~27~~30.00	$~~24.30~~27.00
Pickleball Open Play	$4.65	$.35	$5.00	$4.50

Tennis Summer Camp Program				
Description	**Weekly Fee**	**Tax**	**Total Fee**	**Sibling Discount**
Half Day 9:00am to 12Noon	$~~150~~195.00	N/A	$~~150~~195.00	$~~135~~.175.50~~00~~
Daily Rate On-site only and based on availability	$~~35~~45.00	N/A	$~~35~~45.00	$~~31.50~~40.50
Full Day 9:00am to 3:00pm	$~~210~~255.00	N/A	$~~210.00~~255.00	$~~189.00~~229.50
Extended Day 9:00am to 6:00pm	$~~260~~305.00	N/A	$~~260~~.00305.00	$~~234.00~~274.50

League or Club Fee

A fee of $ ~~20~~30.00 per registered participant per season with a minimum of $500 per season, and no maximum cap. All official registration documents from each league/club organization to include, user agreement, sworn statement, non-collusive affidavit, indemnification waiver, business tax license, Certificate of Liability Insurance naming the Village as additional

insured, will be required, prior to initial use of the park. A "league" or "club" shall be defined as an organized group, whether for profit or a non-for-profit organization that performs or conducts specific programming from a Palmetto Bay Park. A "season" shall be defined as the league/club's registration/schedule structure. For example, if the league/club registers and charges participants monthly, their "season" would be considered monthly.

Personal Trainer or Coach

A fee of $1,250/Annually or $150/Monthly, completed permit application, certificate of insurance naming the Village as additional insured, participant insurance, copy of business tax license, professional certifications and/or proof of relevant experience, non-collusion affidavit and sworn statement confirming full compliance with Ordinance 08-10 Shannon Melendi Act. will be required to operate personal training/coaching sessions at any Village Park.

Field Rental Fee

All groups, that are not defined as a "league" or a club, "personal trainer or coach", whether a church, school, or other organization, will be charged an hourly, field rental fee, based on the adopted fee schedule, based upon the number of hours and space needed. All field rental users shall execute a field rental agreement.

Tournaments

All Village of Palmetto Bay tournament fees will be established by the village manager on an individual basis in accordance with operating costs. (e.g. insurance, softballs, umpires, etc.) All tournament vendors participating in Palmetto Bay tournaments must be pre-approved by the village and vendors will be required to pay a daily fee of $75.00. No items competing with village concessions will be sold.

Rentals/Tournaments

All party/facility rentals and tournaments with 75 guest or more will require a minimum of two (2) Off-Duty Police Officers. Permittee is responsible for securing said services. Additional officers, beyond minimum requirements may be required at the discretion of the village manager, in consultation with the village's police department.

Senior Discount

All Seniors age 65 and over shall receive a ten percent (10%) discount as noted on fee schedule.

Film Location Fee

Video/Commercials/Movies/Film	$~~450~~600.00+ tax
Commercial Photography/Photo Shoot	$~~250~~350.00+ tax
Personal Photography/Photo Shoot	$~~80~~100.00+ tax

Palmetto Bay Skate Pavilion

Skate Park~~ing Per Session~~ Admission~~s~~ Fee	~~Weekdays 4:00 pm to 9:00 pm Saturday 10:00 am to 2:30 pm Saturday 3:30 pm to 8:00 pm Sunday 12:00 pm to 6:00 pm~~All Day (During park hours)	$5.00 including tax
~~Weekly pass~~	~~7 sessions~~	~~$20.00, including tax~~
~~Monthly pass~~	~~40 sessions~~	~~$100.00, including tax~~

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~~Users of the skate park may purchase per the "per session" admission fee, or alternatively may purchase either a weekly or monthly pass to the skate park. The weekly pass shall entitle unlimited use, during the designated hours listed above, to the holder of the pass, for a seven session period. The monthly pass shall entitle the holder unlimited use, during the designated hours listed above, during a 30-session period~~.

Edward and Arlene Feller Community Room and Amphitheater at Ludovici Park Fees

Community Room:

Accommodates up to 50 people; includes use of light-food/beverage prep area. All community room rentals	Senior Discount (65 yrs and older)

are subject to prior written approval from village manager.		
Weekdays 8:00 a.m. to 5:00 p.m.	$75.00 per hour, with a minimum three-hour rental requirement	$67.50 per hour, with a minimum three-hour rental requirement
Daily rate: 8:00 a.m. to 5:00 p.m.	$375.00	$337.50
Nights 5:00 p.m. to 10:00 p.m. weekends/holidays 8:00 a.m. to 10:00 p.m.	$100.00 per hour, with a minimum three-hour rental	$90.00 per hour, with a minimum three-hour rental
Daily rate weekends/holidays	$500.00	$450.00
~~*AV equipment (set-up/break-down by village personnel only!)~~ Room rental includes eight (8)- 6ft tables and fifty (50) chairs		~~N/A~~
*$500.00 refundable damage/clean-up deposit for any of the above rentals.		N/A

Amphitheater:

Weekdays:	$75.00 per hour, with a four-hour minimum	$67.50 per hour, with a four-hour minimum
Daily rate:	$450.00	$405.00
Weekends/holidays:	$100.00 per hour; four-hour minimum	$90.00 per hour; four-hour minimum
Daily rate:	$600.00	$540.00
~~Sound equipment (set up/break down by village personnel):~~	~~$100.00 per hour~~	~~N/A~~

Gazebo:

5 hours	$275.00 + tax ($19.25)	$264.83

Each additional hour ~~Weekdays:~~	$30.00 per hour + tax ($2.10) ~~$50.00 per hour, with a three-hour minimum~~	~~$45.00 per hour, with a three-hour minimum~~ $29.90
~~Daily rate:~~	~~$300.00~~	~~$270.00~~
~~Gazebo with use of event/grass area:~~	~~$75.00 per hour, with a three-hour minimum~~	~~$67.50 per hour, with a three-hour minimum~~
~~Daily rate:~~	~~$450.00~~	~~$405.00~~
~~Weekends/Holidays:~~	~~$75.00 per hour, with a three-hour minimum~~	~~$67.50 per hour, with a three-hour minimum~~
~~Daily rate:~~	~~$450.00~~	~~$405.00~~
~~Gazebo with use of event/grass area:~~	~~$100.00 per hour; three-hour minimum~~	~~$90.00 per hour; three-hour minimum~~
~~Daily rate:~~	~~$600.00~~	~~$540.00~~
~~*Sound system fees and related needs same as noted under Amphitheatre.~~		

Amphitheater/Gazebo/Event area:

Weekdays:	$100.00 per hour, with a four-hour minimum	$90.00 per hour, with a four-hour minimum
Daily rate:	$600.00	$540.00
Weekends/Holidays:	$150.00 per hour, with a four-hour minimum	$135.00 per hour, with a four-hour minimum
Daily rate:	$900.00	$810.00

- $500.00 refundable damage/clean-up deposit for any of the above rentals.
- A minimum of one security officer is required for all events. Permittee is to utilize the security services of the village's authorized vendor, who is under contract to provide security services. Additional security, beyond minimum security requirements may be required at the discretion of the village manager, in consultation with the village's police department.

If valet service is required, permittee must obtain valet service through company currently under contract to provide such service for the Village of Palmetto Bay.
~~Permittee is required to utilize tents, tables and chairs through company currently under contract to provide such service for the Village of Palmetto Bay~~.

- All fees are subject to applicable sales tax.
- Weekends include Friday, Saturday Sunday and all village recognized holidays.
- Permittee acknowledges that fees are subject to change.

Perrine Community House at Palmetto Bay
Rental Fees

Accommodates up to 70 people; includes use of small kitchen area, restrooms and front lobby area. Rental fees include seven (7) round tables and seventy (70) chairs. All community room rentals are subject to prior written approval from village manager.	
Weekdays 8:00 a.m. to 5:00 p.m.	$75.00 per hour, with a minimum three-hour rental requirement
Daily rate: 8:00 a.m. to 5:00 p.m.	$375.00
Nights 5:00 p.m. to ~~11~~10:00 p.m. weekends/holidays 8:00 a.m. to ~~11~~10:00 p.m.	$100.00 per hour, with a minimum three-hour rental
Daily rate weekends/holidays	$500.00
~~*AV equipment (set-up/break down by village personnel only!).~~	
*$500.00 refundable damage/clean-up deposit for any of the above rentals.	

Administrative Waiver of Rental Fee:

1. The village manager is authorized to provide an administrative waiver of user rental fees for any Village Park Community Room (Coral Reef Park, Palmetto Bay Park, and the Edward and Arlene Feller Community Room), for nonprofit charitable organizations (registered

with IRS) and community groups. A request for waiver of the rental fees must issue at least ten days prior to the requested day of use. Each community room can only be used for up to ten hours a week by community groups or nonprofits.

2. The village Manager shall review the request for administrative waiver of rental fees for use of the community rooms and determine if the request by the nonprofit organization or community group is accompanied by appropriate documentation to support the request. The administrative waiver applies solely to the rental fee, the refundable damage/clean-up deposit amount shall be required prior to use of the facilities.
3. Use of the community rooms is limited to once per week by nonprofit organizations and community groups who are seeking use through administrative waiver of rental fees. Use of the facilities may be more frequent; however, the nonprofit organization or community group will be required to pay the full rental amount if the room(s) are required more than once per week.
4. Should the nonprofit organization or community group requesting and/or receiving an administrative waiver of the rental fees conduct a fund-raising activity in the community rooms, the organization or group will be required to pay the full rental amount.
5. Village use of the community room(s) has priority over any nonprofit organization or community group, and the organization or group will be required to move their meeting to another time or date to accommodate the village's use of the rooms.
6. Any community or nonprofit group utilizing an administrative waiver will have to complete the community room facility use agreement.

Thalatta Park Fees

All rentals are subject to prior written approval from the director of parks and recreation and/or village manager.

Weekday Rates:	Monday-Thursday	Weekend Rates:	Friday-Saturday
Garden ~~Lawn~~Area:	$ ~~825~~1,500.00	Garden ~~Lawn~~Area:	$ ~~1,457~~3,000.00
Outdoor Terrace:	$ ~~1,375~~2,500.00	Outdoor Terrace:	$ ~~2,475~~5,000.00

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Ceremony Area:	$ ~~195~~500.00	Ceremony Area:	$ ~~605~~1,000.00
Covered Terrace:	$ ~~550~~1,000.00	Covered Terrace:	$ 1,~~100~~500.00
Bride/Groom Suite:	$~~250~~500.00	Bride/Groom Suite:	$~~550~~1000.00
String Lights:	~~1 Set- $400.00 Both Sets -~~ $550	String Lights:	~~1 Set- $550.00 Both Sets -~~ $750
Education Room:	$~~150~~75.00/per hour/min 3hrs/ $450/day 8hrs max	Education Room:	$~~350.00~~100/per hour/min 3hrs/$650/day- 8hrs max
Main Hall: (40 max capacity)	$500.00/8hrs	Main Hall: (40 max capacity)	$750.00/8hrs
Main Hall w/Cocktail Area: (40 max capacity)	$750.00/8hrs	Main Hall w/Cocktail Area: (40 max capacity)	$1,500/8hrs
Reflecting Pool Area: (40 max capacity)	$500/8hrs	Reflecting Pool Area: (40 max capacity)	$800.00/8hrs
Package Rate:	$ ~~2,750~~4,750.00	Package Rate:	$ ~~4,600~~7,750.00
Summer Package (June 1st – September 30th)	$3,000.00	Summer Package (June 1st – September 30th)	$5,000.00

- All Seniors age 65 and over shall receive a ten percent (10%) discount for Thalatta rentals. Senior must be the primary user. Discount is not applicable for the following services; string lights, valet, and security officers. ~~and parking fees~~.
- $~~1~~2,000.00 refundable damage/clean-up deposit for any of the above rentals required 30 days prior to event date. Package rate includes the entire facility except for the string lights.

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- String Lights must be secured and paid for in full thirty (30) days prior to the event date and they are non-refundable.
- A late fee of $1,000 will be accessed if all required documents, deposits and final payments are not received thirty (30) days prior to the event date.
- Friday and Saturday rentals are restricted to package rate only! Exceptions can be made at the discretion of the Village Manager and/or designee 30 days prior to event date.
- Events exceeding ~~200~~ 250 guests will require prior written approval from the village and may be subject to additional fees.
- Valet parking is required on all events over ~~50~~ 49 guests. Permittee must obtain valet service through company currently under contract to provide such service for the Village of Palmetto Bay, at existing contractual rate.
- ~~If a cancellation request is received after the 60-day period, a refund will be issued minus a cancellation fee equal to 50 percent of the deposit amount, in accordance with the existing refund policy.~~
- ~~No refunds will be issued within 120 days of the event date.~~
- Permittee is required to pay a facility service fee at a rate of $ ~~2.5~~5.000 per guest 30 days prior to event date.
- All caterers must provide a copy of all state catering, county licensing and certificate of insurance naming the Village of Palmetto Bay/Thalatta Estate as additional insured must be provided to the village 30 days prior to event date.
- ~~Any and all vendors must remit a damage/clean-up deposit in the amount of $500 and a completed Vendor Permit form. Vendors may choose to remit for contracted event dates or keep continuous deposit on file throughout the established season or annually.~~
- All vendors must breakdown and remove all equipment, set-ups, supplies, etc., no later than 2 hours following the established event end time. This includes loaned or rented items such as flower vases and/or stands; etc. Vendors shall be assessed (from established deposit) a fee of $200 per hour (or any part of hour) beyond the required load-out deadline.
- ~~With advance written approval of the Village's Parks & Recreation Director,~~ All tents ~~may~~ must be removed the following morning between 7am to 9am.~~, provided such approval does not interfere/conflict with any other event/program.~~

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- Absolutely no sub-contractors will be allowed on the property without prior notification to the Village, receipt of required insurance certifications and approvals.
- Following pre-event load-in, all vendors must park vendor vehicles in the adjacent Deering Point parking lot. This includes employees of vendors.
- Vendors agree to participate in a walk-thru inspection with assigned Village staff and sign-off on results. Any vendor failing to complete this post-event inspection must accept the findings of the Village and be responsible for any charges assessed.
- Any and all load-in and/or load-out must occur with vendor trucks, vans, cars, etc., parked on asphalted areas only. At no time may vehicles park on pavered areas.
- A minimum of two security officers are required for all events over ~~50~~ 49 guests. Permittee is to utilize the security services of the village's authorized vendor, who is under contract to provide security services. Additional security, beyond minimum security requirements may be required at the discretion of the village manager, in consultation with the village's police department.
- Should it be discovered that Permittee has underestimated the number of guests attending, the Village reserves the right to arrange for additional services and recapture said expenditures from the Permittee's damage/clean-up deposit.
- Weekends include Friday, Saturday, Sunday and all Village recognized holidays.
- All fees are subject to applicable sales tax.
- Permittee acknowledges that fees are subject to change.

Employee Discount Rates

- All Village of Palmetto Bay employees should be entitled to one Park Rental at a fifty percent (50%) discount per year.

Secs. 20-3 – 20-50. - Reserved

(Ord. No. 2010-07, § 2(Rule 37), 5-3-2010)

Editor's note— Ord. No. 2010-07, § 2, adopted May 3, 2010, renumbered § 20-87 as § 20-89 and enacted new provisions to read as herein set out.

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

Section 3. 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 20th day of October 2025.

PASSED ON SECOND READING this 3rd day of November 2025

ATTEST:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John J. Quick
Village Attorney

VOTE ON FIRST READING:

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

VOTE ON SECOND READING:

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

BUSINESS IMPACT ESTIMATE

Meeting Date: First Reading: 10/20/25 Second Reading: 12/1/25		**Agenda Item Number**: Second Reading:

Title of Proposed Ordinance:

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY FLORIDA RELATING TO PARKS AND RECREATION; AMENDING THE FEE SCHEDULES IN CHAPTER 20, ARTICLE 1, SECTIONS 20-1 AND 20-2 OF THE CODE OF ORDINANCES; PROVIDING FOR CONFLICT, CODIFICATION SEVERABILITY AND AN EFFECTIVE DATE.

Summary of Proposed Ordinance and Statement of Public Purpose to be Served:

The Parks & Recreation Department regularly evaluates its fee schedules to ensure alignment with market comparability with neighboring municipalities. While gathering information from neighboring cities, we found that several of the Village's current fees are below regional averages. Updating the schedule brings Palmetto Bay closer to industry standards while supporting the long-term sustainability of recreational programs and facilities.

Adjusting fees will help sustain service levels and ensure facilities remain well-maintained and available for public use. Following this review, staff is recommending modifications to the uniform fee schedule to better reflect service delivery costs and remain regionally competitive.

Estimate of Direct Economic Impact on Private/For Profit Businesses:

a. Estimate of Direct Business Compliance Costs:

None.

b. New Charges/Fees on Businesses Impacted:

None.

c. Estimate of Regulatory Costs:

None.

Good Faith Estimate of Number of Businesses Likely Impacted:

None

Any Additional Information:

Applicable Exemptions[1]:

[1] If one or more boxes are checked under this section, it indicates that the Village has determined that a business impact estimate is not required by state law for the proposed ordinance, but the Village is providing the business impact estimate as a courtesy.

This Business Impact Estimate is not required for ordinances that fall under the following exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation.
- ☐ The proposed ordinance relates to the issuance or refinancing of debt.
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget.
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- ☐ The proposed ordinance is an emergency ordinance.
- ☐ The proposed ordinance relates to procurement.
- ☐ The proposed ordinance is enacted to implement the following:
  - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
  - ☐ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
  - ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  - ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code

Note: *The Village's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The Village's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under section 166.041(4), Fla. Stat., section 166.0411, Fla. Stat., or any other relevant provision of law.*

AGENDA ITEM NO. 10.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 1, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR SECOND READING AND PUBLIC HEARING
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EXECUTIVE SESSIONS OF THE MAYOR AND VILLAGE COUNCIL; REQUIRING THAT ALL DISCUSSIONS AND DOCUMENTS PRESENTED DURING EXECUTIVE SESSONS BE MAINTAINED AS CONFIDENTIAL AND NOT DISCLOSED BY ANY ATTENDEE; PROVIDING THAT ALL REQUIREMENTS OF SECTION 286.011(8), FLORIDA STATUTES SHALL BE STRICTLY FOLLOWED; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson) (Passed on First Reading on November 3, 2025, Regular Council Meeting)*
SUGGESTED ACTION:	

ATTACHMENTS:

Ord-Executive Session Confidentiality

Business_Impact_Statement_Executive Session

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EXECUTIVE SESSIONS OF THE MAYOR AND VILLAGE COUNCIL; REQUIRING THAT ALL DISCUSSIONS AND DOCUMENTS PRESENTED DURING EXECUTIVE SESSONS BE MAINTAINED AS CONFIDENTIAL AND NOT DISCLOSED BY ANY ATTENDEE; PROVIDING THAT ALL REQUIREMENTS OF SECTION 286.011(8), FLORIDA STATUTES SHALL BE STRICTLY FOLLOWED; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, Section 286.011(8), Florida Statutes, authorizes a governmental entity that is party to active litigation in state or federal court to hold a closed executive session to discuss litigation strategy and settlement negotiations; and,

WHEREAS, this statutory exception is narrow and specific, providing a limited exemption to the State's constitutional and statutory guarantees of public access to government meetings and records; and,

WHEREAS, to preserve the integrity of this statutory exemption and protect the Village's legal interests, the Mayor and Village Council must maintain strict confidentiality regarding all discussions and materials presented during executive sessions.

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

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

Section 2. Confidentiality of Executive Sessions. In accordance with chapters 119 and 286, Florida Statutes, and Florida's attorney-client privilege, including section 90.502, Florida Statutes, a~~A~~ll discussions held and all documents reviewed during an Executive

Additions shown by underlining and deletions shown by ~~overstriking~~. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Session of the Mayor and Village Council shall be maintained in strict confidence. No attendee authorized under Section 286.011(8), Florida Statutes, may disclose the content of such discussions or documents until the conclusion of litigation that was the subject of the session, as provided in chapters 119 and 286, Florida Statutes, and Florida's attorney-client privilege laws.

Section 3. Violation and Sanction. Any attendee who discloses, directly or indirectly, any discussion or document content from an Executive Sesson shall be subject to a possible censure resolution by the Village Council.

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

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

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

PASSED ON FIRST READING this 3rd day of November 2025.

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

Attest: _____ _____

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

Additions shown by underlining and deletions shown by ~~overstriking~~. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John J. Quick
Village Attorney

VOTE ON FIRST READING:

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

FINAL VOTE AT ADOPTION ON SECOND READING:

Mayor Karyn Cunningham	___
Council Member Steven Cody	___
Council Member Marsha Matson	___
Vice-Mayor Mark Merwitzer	___
Council Member Patrick Fiore	___

Additions shown by underlining and deletions shown by ~~overstriking~~. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Meeting Date: 12/01/2025

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of section 166.041(4), Fla. Stat. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the Village has determined that section 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by section 166.041(4), Fla. Stat. will be provided in the "Business Impact Estimate" section below. In addition, even if one or more exemptions are identified, the Village may nevertheless choose to provide information concerning the proposed ordinance in the "Business Impact Estimate" section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed ordinance's title/reference:

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO EXECUTIVE SESSIONS OF THE MAYOR AND VILLAGE COUNCIL; REQUIRING THAT ALL DISCUSSIONS AND DOCUMENTS PRESENTED DURING EXECUTIVE SESSONS BE MAINTAINED AS CONFIDENTIAL AND NOT DISCLOSED BY ANY ATTENDEE; PROVIDING THAT ALL REQUIREMENTS OF SECTION 286.011(8), FLORIDA STATUTES SHALL BE STRICTLY FOLLOWED; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

Applicable Exemptions:

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

- ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243;
- ☐ Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- ☐ Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- ☐ Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

Business Impact Estimate:

The Village hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

This proposed Ordinance serves the Public Welfare by ensuring that that all documents presented and discussions held during an Executive Session of the Village Council remain confidential.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the municipality, including the following, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted:

No compliance costs can for businesses can be reasonably forecast to be incurred if this Ordinance is enacted.

(b) Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible:

There will be no additional fees or charges on businesses associated with this Ordinance.

(c) An estimate of the municipality's regulatory costs, including an estimate of revenues from any new charges or fees that will be

imposed on businesses to cover such costs:

No new regulatory costs are associated with this Ordinance.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance:

None.

4. Additional information the governing body determines may be useful (if any):

N/A.

Note: *The Village's provision of information in the Business Impact Estimate section above, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The Village's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under section 166.041(4), Fla. Stat., section 166.0411, Fla. Stat., or any other relevant provision of law.*

AGENDA ITEM NO. 11.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 1, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 1 "GENERAL PROVISIONS", SECTION 1-2 OF THE VILLAGE CODE DEFINING THE TERM CENSURE; AMENDING CHAPTER 2 TO CREATE SECTION 2-25 "CENSURE"; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Censure Procedure

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AMENDING CHAPTER 1 "GENERAL PROVISIONS", SECTION 1-2 OF THE VILLAGE CODE DEFINING THE TERM CENSURE; AMENDING CHAPTER 2 TO CREATE SECTION 2-25 "CENSURE"; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, the Village of Palmetto Bay ("Village") has established general definitions in its Code to properly protect the health, safety, and welfare of the public; and

WHEREAS, the Village Council desires to amend existing provisions under Section 1-2 of the Village Code relating to the definition of "censure"; and

WHEREAS, the term censure is not specifically defined in the Village Code and the Village wishes to codify a specific definition consistent with its interpretation and general dictionary definitions; and

WHEREAS, the Village Council desires to establish the grounds and procedure for a censure by the Village Council of one of its members; and

WHEREAS, the Village Council finds that the provisions of this Ordinance are intended to advance the public health, safety, and welfare of the citizens of the Village.

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

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

Additions shown by underlining and deletions shown by ~~overstriking~~. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Section 2. Amendments to the Code.

A. Section 1-2, "General Provisions", of the Village Code is hereby amended to read as follows:

Chapter 1. General Provisions.

Section 1-2. Definitions and rules of construction.

In the construction of this Code of Ordinances, the following rules shall be observed, unless such construction would be inconsistent with the manifest intent of the village commission:[1]

* * *

Censure. The term censure shall mean a formal statement of disapproval in the form of a resolution that is adopted by majority vote of the Council. A censure does not remove or suspend a Councilmember from office nor does it deny a Councilmember of his or her rights or privileges.

* * *

B. Section 2-25 is hereby created to read as follows:

Chapter 2. Administration.

Article II. Council.

Division 1. Generally

* * *

Section 2-25. Censure.

[1] / Although the Village is governed by a Council, the term "commission" is used in this section of the Code. That term is also defined in Section 1-2 to "mean the lawfully constituted legislative body of the village."

Additions shown by underlining and deletions shown by ~~overstriking~~. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

(a) *Grounds for Censure*. A censure may be considered when a Councilmember is found to have violated ethical standards, the Village Council's civility pledge (adopted pursuant to Resolution 2017-27, as may be amended from time to time), Village Code, or Village resolutions; or engaged in conduct unbecoming of his or her office.

(b) *Procedures*. The process for adopting a censure shall include:

(i) a resolution for censure introduced by any Councilmember;

(ii) a fair opportunity for the Councilmember in question to respond; and

(iii) a majority vote of the council to adopt the censure resolution.

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

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

Additions shown by underlining and deletions shown by ~~overstriking~~. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

PASSED ON FIRST READING this 1st day of December 2025.

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

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY 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 ___

Additions shown by underlining and deletions shown by ~~overstriking~~. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

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~~. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

AGENDA ITEM NO. 11.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 1, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Ordinance
AGENDA SECTION:	ORDINANCES FOR FIRST READING WITH PUBLIC COMMENTS
SUBJECT:	AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO YOUTH ENTREPRENEURSHIP IN VILLAGE PARKS; AMENDING CHAPTER 20 OF THE VILLAGE CODE OF ORDINANCES TO CREATE A YOUTH ENTREPRENEURSHIP VENDING PROGRAM WITHIN ARTICLE II, RULES AND REGULATIONS, PROVIDING FOR DESIGNATED YOUTH VENDOR ZONES AT CORAL REEF PARK AND PALMETTO BAY PARK; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*
SUGGESTED ACTION:	

ATTACHMENTS:
Ord-Youth Vendor Program

ORDINANCE 2025-___

AN ORDINANCE OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO YOUTH ENTREPRENEURSHIP IN VILLAGE PARKS; AMENDING CHAPTER 20 OF THE VILLAGE CODE OF ORDINANCES TO CREATE A YOUTH ENTREPRENEURSHIP VENDING PROGRAM WITHIN ARTICLE II, RULES AND REGULATIONS, PROVIDING FOR DESIGNATED YOUTH VENDOR ZONES AT CORAL REEF PARK AND PALMETTO BAY PARK; PROVIDING FOR CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, the Village of Palmetto Bay's parks function as community gathering spaces that support recreation, social connection, learning, and civic engagement for children and families; and

WHEREAS, research on youth entrepreneurship education finds that early exposure to entrepreneurship and business skills helps develop durable traits such as creativity, opportunity recognition, resilience, and leadership, and is associated with improved educational and employment outcomes in later life; and

WHEREAS, the Village Council finds that a carefully designed, small-scale youth entrepreneurship vending program in Village parks can provide these benefits locally by giving children a safe, supervised, and structured opportunity to plan, launch, and operate their own very small enterprises; and

WHEREAS, the Council further finds that these youth-run stands, when appropriately limited in size, location, duration, and product types, are materially different in scope and purpose from professional concessionaires and commercial vendors, and are intended primarily as educational and community-building activities rather than profit-maximizing businesses; and

WHEREAS, Chapter 20 of the Village Code currently regulates vending, merchandising, peddling, and outdoor storage of food and goods in parks, generally prohibiting sales and displays except when specifically authorized by the department director or by special event permit; and

WHEREAS, the Village Council desires to create a narrow, clearly defined exception within Article II of Chapter 20 to allow youth-operated stands to offer limited categories of food and small items in designated youth vendor zones at Coral Reef Park and Palmetto Bay Park, subject to a free permit, parental consent, safety standards, and compliance with applicable state and county public health requirements; and

WHEREAS, the Council further finds that aligning any youth entrepreneurship vending program with Florida's cottage food framework and other applicable food safety regulations, and delegating implementation details to the Parks Director and Village Attorney through written program guidelines, is necessary to protect the public health, safety, and welfare while supporting youth entrepreneurship; and

WHEREAS, the Village Council wishes to authorize the Parks Director to designate youth vendor zones, administer a free reservation and permitting system with reasonable limits on frequency of participation, and adopt operational rules, application forms, waivers, and educational materials for parents and youth vendors consistent with this Ordinance; and

WHEREAS, the Village Council finds that establishing a Youth Entrepreneurship Vending Program is in the best interest 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 above recitals are true and correct and incorporated into this Ordinance by this reference.

Section 2. Chapter 20 of the Code of Ordinances of the Village of Palmetto Bay, Florida, is hereby amended to create a new section within Article II, Rules and Regulations, to be numbered by the codifier as Section 20-93 "Youth Entrepreneurship Vending Program," which shall read as follows:[1]

Sec. 20-93. Youth Entrepreneurship Vending Program.

(a) Purpose and intent. The purpose of this section is to establish a limited Youth Entrepreneurship Vending Program in certain Village parks in order to:

1. Provide children and youth with a supervised opportunity to learn basic entrepreneurship, financial literacy, planning, and customer-service skills through real-world experience;

2. Encourage positive use of park space that supports families, community building, and civic engagement; and

3. Ensure that any youth-run vending activity in Village parks occurs only in a safe, controlled environment, in compliance with Village regulations and applicable state and county public health and food safety laws.

(1) This section is intended to create a narrow exception to the general prohibitions on vending and outdoor storage found elsewhere in this Chapter. Except as expressly provided herein, nothing in this section shall be construed to alter, diminish, or expand any other requirement or restriction contained in Chapter 20.

[1] / Additions shown by underlining and deletions shown by ~~overstriking~~. Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Additions are shown with an underline and deletions are shown with a ~~strikethrough.~~
Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

(b) Applicability and locations.

(1) This Youth Entrepreneurship Vending Program shall apply only to small-scale, temporary stands operated by minors under the age of eighteen (18) years, or those who are a senior in high school, in accordance with this section and implementing rules adopted by the Parks Director.

(2) The program is authorized only at Coral Reef Park and Palmetto Bay Park, and only within designated Youth Vendor Zones established by the Parks Director. Youth Vendor Zones shall be located so as not to interfere with existing Village concessions, adult vendors, the farmers market, or normal recreational activities, and shall be situated in safe, visible, and appropriately lighted areas.

(3) Youth vendor operations shall be permitted only during the hours that the applicable park is open to the public and within specific time slots established by the Parks Director.

(c) Definitions. For purposes of this section, the following terms shall have the meanings indicated. Where not inconsistent with this section, the definitions contained in Section 20-51 shall also apply.

(1) "Youth entrepreneur" means an individual under the age of eighteen (18) years, or those who are a senior in high school, who is approved to operate a youth vendor stand under this section.

(2) "Youth vendor stand" means a small, temporary table, booth, or similar set-up operated by one or more youth entrepreneurs within a designated Youth Vendor Zone, for the sale of permitted items under this section.

(3) "Household" means all youth entrepreneurs and their parent(s) or legal guardian(s) who reside at the same residential address.

(4) "Parks Director" means the department director as defined in Section 20-51(c), or his or her designee, acting in that capacity for purposes of this Youth Entrepreneurship Vending Program.

(5) "Designated Youth Vendor Zone" means an area within Coral Reef Park or Palmetto Bay Park, delineated on a map or site plan approved by the Parks Director, where youth vendor stands may be located pursuant to this section.

(d) Relationship to other provisions. Notwithstanding Section 20-76 (Merchandising, vending, soliciting business, peddling, etc.) and Section 20-81(c) (Outdoor storage), the operation of a youth vendor stand in compliance with this section and pursuant to a valid youth vending permit issued by the Parks Director is hereby authorized within a Designated Youth Vendor Zone.

(1) Youth vendor stands authorized under this section shall not be deemed "tournament vendors" for purposes of the tournament vendor fee and related provisions in the Village's fee schedule and Section 20-2, and shall not be subject to the daily tournament vendor fee. All other provisions of Chapter 20, including but not limited to rules for traffic, noise, litter, and general park conduct, shall continue to apply.

(2) Nothing in this section shall be construed to create any right to operate a youth vendor stand on any particular date, at any particular location, or in any particular number. Participation is a privilege subject to the availability of space and continued compliance with this section and applicable rules.

(e) Eligibility; supervision; parental consent.

(1) Youth entrepreneurs must be under eighteen (18) years of age, or a senior in high school, on the date of the scheduled youth vendor stand.

(2) Each youth vendor stand shall be registered and sponsored by a parent or legal guardian, who shall be the permittee of record.

(3) A parent or legal guardian shall execute a participation agreement, waiver, and assumption-of-risk, and all other forms approved by the Village Attorney as a condition of permit issuance for each stand.

(4) For all youth entrepreneurs fourteen (14) years of age and younger, a parent or legal guardian shall be physically present at the youth vendor stand at all times while it is in operation.

(5) Youth entrepreneurs who are fourteen (14) years of age or older may operate a youth vendor stand without a parent or guardian physically present at all times, provided that a parent or legal guardian has executed the required participation agreement and is readily reachable by phone during the reserved time slot. The Parks Director may require on-site adult supervision where necessary for safety.

(6) The Parks Director and Village Attorney may establish additional eligibility or supervision requirements by written rule, consistent with the intent of this section.

(f) Permits, reservations, and frequency of participation.

(1) No youth vendor stand shall operate without a youth vending permit issued by the Parks Director or designee for a specific date, time slot, and location within a Designated Youth Vendor Zone.

(2) The Parks Director shall establish a simple application and reservation process for youth vending permits. Applications may include but are not limited to information regarding the youth entrepreneurs, the sponsoring parent or guardian, proposed items for sale, and requested dates and time slots.

(3) Youth vending permits shall be issued without charge; no rental fee or permit fee shall apply to participation in this program.

Additions are shown with an underline and deletions are shown with a ~~strikethrough.~~
Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

(4) The maximum number of youth vendor stands operating at any one time in a park shall be four (4), unless a different number is approved by the Parks Director for a special circumstance, or established in the Village's adopted fee and user schedule. The Parks Director shall determine the exact layout and locations of individual stand spaces within each Designated Youth Vendor Zone.

(5) Each youth vending permit shall authorize a maximum operating period of two (2) hours per time slot, inclusive of set-up and break-down time, or such shorter period as may be established by the Parks Director based on park conditions.

(6) No more than one (1) youth vending time slot per calendar month may be reserved or used by the same Household, across all Village parks, unless the Parks Director determines that additional availability exists after all other interested Households have had a reasonable opportunity to participate.

(7) Reservations shall be accepted on a first-come, first-served basis. In the event of high demand, the Parks Director is authorized to implement a lottery, rotation system, or other equitable allocation method by written rule in order to ensure fair access among interested Households.

(8) Failure to appear and commence operation within a reasonable grace period established by the Parks Director, without good cause communicated to park staff, may be treated as a "no-show." Repeated no-shows may result in temporary suspension of eligibility to participate in the program, in accordance with written guidelines adopted by the Parks Director.

(g) Permitted items; compliance with food laws.

(1) Youth vendor stands are limited to the sale of small-scale, low-risk food items and non-food items approved by the Parks Director.

Additions are shown with an underline and deletions are shown with a ~~strikethrough.~~
Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

Permitted food items shall be consistent with Florida's cottage food requirements and any other applicable state or county food safety regulations, to the extent such laws are applicable.

(2) The Parks Director, in consultation with the Village Attorney and, as appropriate, state and county regulatory agencies, shall adopt and maintain a written list or categories of permitted food and beverage items for youth vendor stands. Such list may include foods such as cookies, brownies, muffins, breads, popcorn, and other shelf-stable baked goods or snacks that do not require refrigeration, and shall exclude foods that are prohibited under Florida's cottage food laws or that otherwise require temperature control for safety.

(3) No youth vendor stand may sell or offer any food that is required under state law to be prepared in a licensed commercial kitchen or that would otherwise require a temporary food service establishment license, unless the sponsoring parent or legal guardian has obtained all required state or county permits and provides satisfactory documentation to the Parks Director in advance. The Parks Director may, but is not required to, allow such items even when appropriately licensed.

(4) Youth vendor stands may sell small, non-food items such as handmade crafts, artwork, or similar goods, provided such items are lawful, appropriate for a family-friendly park environment, and consistent with guidelines issued by the Parks Director. The Parks Director may prohibit the sale of particular categories of items that are inconsistent with the purpose of this program or with Village contracts.

(5) The Parks Director may further restrict the types, quantities, and methods of preparation of items sold by youth vendor stands in order to protect public health and safety, avoid litter, and maintain good relations with existing concessionaires and vendors.

(6) All food products sold under this program shall comply with any applicable state labeling requirements. Where Florida's cottage food law

requires a specific disclosure regarding preparation in a home kitchen not subject to routine inspection, the Parks Director may require that such disclosure be included both on individual product labels and on a sign provided or approved by the Village and displayed prominently at the youth vendor stand.

(h) Fees and deposits.

(1) No program-specific rental fee or permit fee shall be charged to youth entrepreneurs or their Households for participation in the Youth Entrepreneurship Vending Program.

(2) The Parks Director is authorized, but not required, to require a refundable damage or clean-up deposit to be posted by the sponsoring parent or guardian, consistent with Section 20-2 and the Village's adopted fee schedule. Any such deposit shall be returned if the youth vendor stand area is left clean and free of damage, as determined by park staff pursuant to written guidelines.

(3) Nothing in this section shall limit the Village's ability to seek recovery of the actual cost of repairing damage to park property caused by a youth vendor stand or its participants.

(i) Operations, sanitation, and safety.

(1) Youth vendor stands shall be located only within Designated Youth Vendor Zones and within the individual stand spaces assigned by park staff. Stands shall not block sidewalks, emergency access routes, fire lanes, or ingress/egress to park facilities.

(2) Set-up and break-down shall occur only within times specified by the Parks Director. Youth vendor stands shall be removed promptly at the end of the reserved time slot.

(3) The sponsoring parent or guardian shall be responsible for ensuring that the youth vendor stand area is kept reasonably clean during

operations and that all trash, packaging, and other materials are properly disposed of in park receptacles or removed from the park at the conclusion of operations.

(4) Youth vendor stands shall operate only in areas that are adequately lighted for safety. The Parks Director may prohibit operation of youth vendor stands after dark or during inclement weather, or may order stands to close or relocate when necessary for safety, park operations, or emergency response.

(5) The Parks Director may establish minimum standards for basic sanitation and safe food handling appropriate to the low-risk items authorized under this program, including but not limited to the availability of hand sanitizer, the use of gloves or utensils when handling ready-to-eat foods, and safe storage of ingredients. Such standards shall not be less protective than applicable state and county regulations and may be more protective where reasonably necessary.

(6) All youth vendor stands shall comply with all other applicable park rules, including but not limited to rules regarding noise, conduct, traffic, parking, and protection of park property.

(7) Youth vendors and their parents or guardians shall follow all reasonable instructions of park staff and law enforcement personnel. Failure to do so may result in immediate suspension of the youth vending permit for that day, and may result in additional sanctions under subsection (j).

(j) Administration; rules; enforcement.

(1) The Parks Director shall administer the Youth Entrepreneurship Vending Program, including the review and issuance of youth vending permits, the designation of Youth Vendor Zones, and the adoption of implementing rules and guidelines consistent with this section.

(2) Implementing rules and guidelines may address, without limitation, application forms, reservation procedures, selection methods when demand exceeds available spaces, operating hours, stand layout, signage, sanitation practices, sample educational materials for youth entrepreneurs, and the content of required waivers and disclosures.

(3) The Parks Director may suspend or temporarily modify the Youth Entrepreneurship Vending Program, in whole or in part, at one or more parks during major events, tournaments, construction, or other circumstances when operation of youth vendor stands would be impractical or unsafe.

(4) The Parks Director may deny, suspend, or revoke a youth vending permit, and may suspend a Household's eligibility to participate in the program for a reasonable period, for:

a. Violation of this section or any implementing rule or guideline;

b. Repeated no-shows or late arrivals without good cause;

c. Knowingly providing false or misleading information in a permit application; or

d. Conduct that endangers the health or safety of park users or causes damage to park property.

e. Any parent, guardian, or adult using a minor's presence to circumvent the requirements of this program or to conduct vending activities that are, in substance, operated by an adult rather than the minor.

(5) Any denial, suspension, or revocation of a youth vending permit under this subsection shall be documented in writing and provided to the sponsoring parent or guardian. The Parks Director may establish an informal internal review process for such decisions, but nothing in this section shall create a right to a formal hearing or appeal.

Additions are shown with an underline and deletions are shown with a ~~strikethrough.~~
Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

(6) Violations of this section may also be enforced as violations of the Village Code pursuant to any applicable enforcement provisions, including but not limited to the issuance of civil citations where authorized by law.

(k) Coordination with Village concessionaires and vendors.

(1) The Parks Director shall administer this program in a manner that, to the extent practicable, avoids undue interference with Village concessionaires and vendors operating pursuant to other provisions of Chapter 20 or Village contracts.

(2) Youth vendor stands authorized under this section are intended to be small-scale, educational, and limited in scope and duration. Participation in this program shall not confer any right to act as a concessionaire, tournament vendor, or commercial vendor in Village parks.

(3) Nothing in this section shall be construed to amend the terms of any existing concession or vendor contract. The Village Manager and Parks Director are authorized to coordinate with concessionaires and vendors as needed to implement this program in a mutually respectful manner."

(l) Implementation. No youth vending permits shall be issued, and no Youth Vendor Zones shall be activated, until the Parks Director has adopted implementing rules and designated Youth Vendor Zones pursuant to this section. The Parks Director shall implement the program upon completion of the implementing rules. It is the intent of the Village that the program be implemented on or before March 31, 2026.

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 that the provisions of this Ordinance shall become and be made part of the Code of Ordinances of the Village of Palmetto Bay, Florida, that sections of this Ordinance may be 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 1st day of December 2025.

PASSED AND ADOPTED ON SECOND READING this ____ day of January, 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

Additions are shown with an underline and deletions are shown with a ~~strikethrough.~~
Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

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 ___

Additions are shown with an underline and deletions are shown with a ~~strikethrough.~~
Changes between first and second reading are indicated with ~~double strikethrough~~ and double underline.

AGENDA ITEM NO. 12.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 1, 2025

SUBMITTED BY: Missy Arocha, Village Council

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA; ACCEPTING THE RECOMMENDATION OF THE EDUCATION ADVISORY COMMITTEE; SUPPORTING THE 2026 STATE LEGISLATIVE AGENDA OF MIAMI-DADE COUNTY PUBLIC SCHOOLS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso-MDCPS 2026 State Legislative Priorities
Exhibit A-2026 MDCPS Legislative Program

RESOLUTION NO. 2025-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE EDUCATION ADVISORY COMMITTEE; APPROVING THE 2026 STATE LEGISLATIVE AGENDA OF MIAMI-DADE COUNTY PUBLIC SCHOOLS; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Councilmember Steve Cody)*

WHEREAS, the Mayor and Village Council partners with and supports our school community and desires to lobby the State Legislature to consider and address the priorities of the Miami-Dade County Public Schools 2026 state legislative program and its priorities; and

WHEREAS, Miami-Dade County's school system has seeks immediate funding assistance from the State to continue to deliver high-quality education to its' students.

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

Section 1: The above whereas clauses are incorporated by reference.

Section 2: The Village Council hereby supports the recommendation of the Education Advisory Committee and approves the Miami-Dade County Public Schools 2026 State Legislative Priorities, attached hereto as "**Exhibit A"**, and requests that these priorities remain consistent with the legislative priorities adopted by the Council for the upcoming legislative session.

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

Section 4. The Village Clerk shall provide executed copies of this Resolution to all State, County and Miami-Dade County School Board Partners.

PASSED AND ADOPTED on this 1st day of December 2025.

Attest: _____ _____

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

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

_____

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 ___

MIAMI-DADE COUNTY PUBLIC SCHOOLS

2026 STATE LEGISLATIVE PROGRAM

MISSION/GOAL STATEMENT

The Florida Legislature should establish a five-year strategic plan to restore, stabilize, and increase funding through the Florida Education Finance Program (FEFP) to achieve at least the national average in per pupil expenditures to provide the highest quality education and to enable all of our students to be empowered to lead productive and fulfilling lives as lifelong learners and responsible citizens.

2026 LEGISLATIVE PRIORITIES

ACADEMIC ENHANCEMENTS

Florida's commitment to Early Childhood Education:

- Expand funding for the Voluntary Prekindergarten (VPK) education program sufficient to cover the cost of a full-day Prekindergarten program for all students.
- Expand VPK to include program options for three-year old students.

FUNDING

Redefine cost factors within the FEFP beyond the comparative wage factor to include factors which disproportionately impact high-cost counties such as housing, transportation, health, and property insurance cost, which ultimately raise educational institutions operational costs.

Increase the state's investment in K-12 education by increasing the Base Student Allocation (BSA) commensurate with the rate of inflation and cost-of-living increases, but no less than 5 percent new funding, and maintain the full calculation of the Required Local Effort (RLE).

Allow school districts to manage the Florida Empowerment Scholarship (FES) vouchers.

Assist with the reconciliation of potential duplicate cases associated with the Florida Empowerment Scholarships (FES) vouchers and the reporting of FTE.

Ensure that the full cost of increases expected for the Family Empowerment Scholarships (FES) is accounted for during the FY 2026-2027 budget development and that the FTE associated with that projection remains transparent. FES scholarships funded outside of our FTE only if categorical.

Maintain the Education Enrollment Stabilization Program in an amount necessary to prevent proration as a result of anticipated enrollment increases (FES, immigration, natural disasters, demographic shifts).

Eliminate compression within the FEFP formula.

Maintain funding levels for Advanced Placement (AP), International Baccalaureate (IB), Cambridge, Career & Technical Education (CTE), and Dual Enrollment (DE) through the Academic Acceleration Options Supplement.

Continue to invest in teacher and instructional personnel compensation improvement by providing sufficient funding to the Teacher Salary Increase Allocation (TSIA) to ensure salary increases beyond the prior fiscal year amount.

Increase the Safe Schools categorical allocation by at least $40 million to narrow the funding gap associated with the mandate to staff one "safe school officer" per school and ensure sustainable funding for school districts.

Increase the mental health allocation to expand services to students and facilitate the hiring of additional school counselors, social workers, and/or psychologists; or to implement other effective mental health strategies.

Increase per pupil funding for all students with exceptionalities (Gifted/SWDs) to account for both student population growth and inflationary costs related to services/programs.

Support funding to enhance community resources and post-secondary opportunities such as community-based life skills and transitional programs, for young adults with disabilities including those on the Autism Spectrum who are transitioning out of the K-12 environment.

Provide funding for Dual Enrollment courses or virtual classes outside the traditional school day, above the 1.0 FTE or 25 hours/week.

Support property tax limitations for qualified senior citizens on qualified Homesteaded property.

Establish a disaster recovery fund for Florida Public School Districts to ensure the recovery and restoration of educational facilities in the aftermath of any hurricane or other catastrophic event, covering losses both above and below any collectible property insurance limits.

Protect school districts from any reduction in revenue resulting from any proposed property tax reform.

Increase the Transportation Categorical to reflect operational and capital costs.

CAPITAL FUNDING

Request flexibility on the use of Impact Fees for school additions/renovations to better serve students.

Establish that when distributing 1.5 mill capital outlay funds to charter schools, the total discretionary millage revenue available for distribution shall be reduced by the school district's annual debt service obligation incurred as of June 30 of each prior fiscal year.

For purposes of calculation and distribution of capital outlay funds, include PK and Post-secondary/CTE FTE membership counts in the methodology calculation of eligible students for capital outlay funds (October v. February FTE).

ACCOUNTABILITY AND ASSESSMENT REFORM

Remove the requirement for the State Board of Education to automatically annually adjust the school grading scale.

Authorize school districts to exempt Students with Disabilities who have a Full-Scale Intelligence Quotient (FSIQ) of 75 or below from the Florida Assessment of Student Thinking (FAST) requirements after one unsuccessful attempt.

GOVERNANCE

Amend F.S. 1001.372(1) to allow school boards to omit one regular monthly meeting per calendar year.

Support the streamlining of statutory and State Administrative Code requirements in order to enhance the efficiency of public-school operations.

Authorize district school boards to develop and manage workforce housing on its owned or leased property for its employees and other qualifying individuals as provided in the Live Local Act and stipulate that such educational villages and buildings shall be considered educational facilities for the purpose of design, construction, permitting, and inspection.

Include program utilization in the Florida Inventory of School Houses (FISH) to integrate Pre-K, Daytime Adult Education, Training Career Centers to include Workforce Education, and essential community support initiatives.

Ensure School Board control of Board-owned property.

TEACHERS/PERSONNEL

Amend Rule 6A-1.0503(3)(b)(1) and (3) to reflect individuals assigned to teach out of field shall complete "3 semester hours or equivalent in-service toward appropriate certification per year" in lieu of 6 semester hours.

Amend F.S. 1004.85 to enable more relevant and aligned teacher preparation programs, better serving the needs of districts and students by ensuring better teacher preparation programs (Educator Preparation Institutes).

Amend the teacher apprenticeship program to allow eligibility based on an Associate's degree or 60 credit hours from an accredited higher education institution.

Provide incentives and/or funding to facilitate the development of workforce housing specifically for public school personnel.

Include Pre-K staff in the definition of "Instructional Personnel".

SCHOOL/STUDENT SAFETY/WELLNESS

Provide increased funding for safety infrastructure needs, inclusive of school campus hardening, lightning detections systems at schools with outdoor play fields, and/or facilities where no other such device exists within a one-mile radius, and alert systems.

Provide funding to school districts to upgrade and strengthen cyber security controls.

Provide funding to support at least one nurse or emergency medical technician at each school.

Amend F.S. 1003.572 to require collaboration between public and private providers and require private providers to adhere to school board policies and procedures while on school property.

Amend F.S. 1003.572 to require the development of a standardized behavioral support plan.

Allow districts to establish parameters for service providers which limit disruption to the instructional environment.

ADDITIONAL ISSUES

FUNDING

Provide funding for an optional summer school program for all students.

Provide sufficient funding necessary to cover increased costs to school districts for annual consumable materials associated with state-adopted texts.

Support increased funding to meet the demands for workforce skills development programs.

Provide school districts with greater flexibility in use of Title I funds by separating the indirect cost from the 10% allowable administrative set-aside and increasing the allowable educational services set-aside to a set 10%.

Provide supplemental funding to offset additional costs of ESE screenings and consultations associated with both FES (formerly UA) evaluations and private service providers engagement and coordination.

Establish grant opportunities to provide financial assistance for the planning, program design, and expansion of Innovative K-12 Public Schools in the state.

TEACHER/PERSONNEL SHORTAGE

Restore the Cost-of-Living Adjustment (COLA) that was suspended from the Florida Retirement System (FRS) defined benefit calculation in 2011, with commensurate funding.

Implement and fund strategies such as tuition reimbursement, scholarships, and/or other incentives for talented individuals pursuing a postsecondary degree in School Counseling.

Allow school district personnel to redeem accrued leave days/time towards down-payment assistance for the purchase of a primary residence.

Permit local districts to design a differentiated pay plan for teachers inclusive of a performance pay measure, based on local needs.

ACCOUNTABILITY AND ASSESSMENT REFORM

Provide flexibility within the State's school accountability system to hold districts or schools harmless for students who transition from voucher programs back to the district with limited academic preparedness.

Ensure all recipients of K-12 public funding are subject to the same regulatory and accountability standards.

Ensure that the General Equivalency Diploma (GED) test is offered in Haitian Creole and/or provide translation assistance or tools.

Realign the responsibility to administer the Civic Literacy Assessment Requirement associated with the college requirement established during the 2020-2021 legislative session from school district to state colleges/universities.

Define goals for English Language Learners (ELL) and Exceptional Student Education (ESE) subgroups based on achieving learning gains on state assessments as opposed to achieving proficiency.

Modify F.S. 1008.34 (3)(d)(1) to provide an exemption in the school grade calculation to the home school for students assigned to an alternative school or a department of juvenile justice program for the entirety of the same academic school year, in which the assessment is administered, or for students who have never attended the home school.

Modify F.S. 1008.34(3)(d)(2) to clarify that only students who have attended the home schools in the same academic year should be included in the school grade calculation.

ACADEMICS

Amend F.S. 1009.534(1)(e) related to the Florida Academic Scholars Award to include student eligibility for the award for those recognized by the College Board National Recognition Program – School Recognition Award.

Allow applicants for Florida Academic Scholars (FAS) and Florida Medallion Scholars (FMS), as part of the Florida Bright Futures Scholarship Program, to be held harmless if the inclusion of the scores in the optional Science portion of the American College Testing (ACT) standardized test do not benefit the applicant's qualifying composite score.

Establish funding for the creation a post-secondary plan for K-12 students.

CAPITAL FUNDING

Amend Castaldi analysis to allow for flexibility when analysing redevelopment projects at a particular school site that would allow demolitions of a building 40 years or less.

SCHOOL/STUDENT SAFETY

Support full funding for required water safety and swimming instruction in all public schools.

Require charter schools to report their SESIR incident data independently of school districts.

Amend F.S. 1011.68(1)(a) to allow districts to determine the membership of students who are transported "by reason of living one and a half (1.5) miles or more from school".

POLICY STATEMENTS

FUNDING

Amend F.S. 1002.333 to introduce a cost-sharing model for Schools of Hope co-locating in public school facilities and require Schools of Hope to contribute to operational and capital costs through facility use fees and reimbursement for services to ensure equitable financial responsibility and support the maintenance of the building infrastructure.

Oppose the imposition of unfunded, state mandated expenditures.

Oppose any further compression of the Discretionary Millage.

Oppose legislation that increases the sovereign immunity liability limits on governmental agencies.

Maintain the current required employers' contribution rate to the Florida Retirement System by absorbing any planned increase in local employers' contribution.

Support funding for Adults with Disabilities.

Ensure districts that receive students from legal immigration or disaster-impacted areas are provided supplemental funding as may be necessary to support all student services.

Ensure that school district affiliated and approved 501(c)(3) scholarship-granting organizations (SGOs) are approved and are included on the state list of eligible SGOs submitted to the U.S. Treasury Department.

CAPITAL FUNDING

Provide adequate school construction funding to support new and existing facilities, technology, maintenance, land acquisition, and class size reduction needs through the establishment of long-term, stable, and recurring revenue sources to fulfill the state's educational facility needs.

Oppose the deletion of impact fees unless replaced with another revenue source.

GOVERNANCE

Support constitutionally elected school boards and elected or appointed superintendents' authority to supervise all public schools.

Oppose any changes to current requirements regarding charter conversion of traditional public schools, including conversion by municipalities or that dilute the role of parents, teachers, and community stakeholders.

Establish a level playing field for traditional public schools by extending the current statutory flexibility such as the exemption from State Requirements for Education Facilities (SREF), categorical funding, accountability, class-size reduction compliance, and related penalties assessed on charter schools.

Support maximum flexibility and autonomy for school board operated Early Childhood and VPK Programs.

Oppose legislation that subverts district governance on constitutionally elected school boards and elected or appointed superintendents.

Oppose legislation that reduces school board authority over charter schools.

Oppose legislation that modifies the governance structure of The School Board of Miami-Dade County, Florida.

Oppose legislation that breaks up large school districts.

Oppose legislation that negatively impacts the salaries of school board members.

Support legislation that strengthens public accountability and transparency within Florida's Utility Rate-Setting process and ensure that school districts are held harmless to increased utility rates.

Amend F.S. 1002.333 to state that schools which receive an accountability grade of "A" or "B" within the last three years are not eligible for automatic co-location by a School of Hope.

ACADEMICS

Clarify and protect policies, practices, and procedures that govern and legislate the teaching of African American history as stipulated in F.S. 1003.42, adopted in 1994, which requires instruction of history, culture, experiences, and contribution in the state's K-12 curriculum.

Ensure that state-defined principles of individual freedom, if applicable to K-12 curriculum, are applied equally to all special topics such as Women's History, Hispanic Heritage, Holocaust Education and Character Education.

Provide a one-year lead time on the implementation of new state academic requirements for school districts.

Support legislation that expands incentives and provides flexibility to individuals entering the school counseling profession such as creating teacher to counselor pathways or other programs.

Support legislation that includes the implementation of formal keyboarding instruction as a component of digital literacy education.

STUDENT SAFETY/WELLNESS

Support legislation that increases penalties for firing a gun within 1,000 feet of a school and that establishes penalties for the unsupervised possession of a firearm by a minor.

Support legislation and state funding to increase awareness of opioid drug use and its impact.

Support funding to provide training for students, parents, teachers, school administrators, counseling staff, and volunteers to learn how to recognize behaviors that lead to bullying and harassment.

Support legislation to ensure that the sale of low-THC edibles is precluded within 1,000 feet of a school.

Amend F.S. 1002.222 to include "a school district may use biometric information for the purpose of secure authentication and access control to educational systems, devices, or facilities."

PROJECT REQUESTS

Secure supplemental funding for Miami Arts Studio 6-12 @ Zelda Glazer, Arthur & Polly Mays 6-12 Conservatory of the Arts, Classical Education, Aerospace Academies at Booker T. Washington High School and Hialeah-Miami Lakes High School, and Baker Aviation Aerospace (South Dade Campus).

Secure continued supplemental funding for District's Visual and Performing Arts.

Provide funding to expand the annual Cuban American Studies Institute established by Miami-Dade County Public Schools and implemented in partnership with Florida International University.

Provide funding for the annual African American Studies Institute established by Miami-Dade County Public Schools.

Provide funding to support the new AI Project established by Miami-Dade County Public Schools.

Provide funding to each public high school that currently offers or plans to offer Early Childhood Education, to support the establishment of an Early Childhood Lab.

Allocate funding for a universal mental health screening pilot in Miami-Dade County for students in grades 4-8.

Secure supplemental funding for the establishment of community hubs to deliver educational and family support, resources, and services in Miami-Dade County.

AGENDA ITEM NO. 12.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 1, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO THE PUBLIC MEETINGS FOR CALENDAR YEAR 2026; SCHEDULING THE FOLLOWING PUBLIC MEETINGS OF THE VILLAGE COUNCIL: REGULAR COUNCIL MEETINGS; ZONING AND LAND DEVELOPMENT MEETINGS; COMMITTEE OF THE WHOLE WORKSHOPS; AND BUDGET WORKSHOPS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha)*
SUGGESTED ACTION:	

ATTACHMENTS:
Memo-Public Meetings Calendar 2026
Reso-Public Meetings Calendar 2026

To: Honorable Mayor and Village Council

Date: December 1, 2025

From: Missy Arocha, Village Clerk

Re: Proposed Resolution establishing the 2026 Public Meetings Calendar

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC MEETINGS FOR CALENDAR YEAR 2026; SCHEDULING THE FOLLOWING PUBLIC MEETINGS OF THE VILLAGE COUNCIL: REGULAR COUNCIL MEETINGS; ZONING AND LAND DEVELOPMENT MEETINGS; COMMITTEE OF THE WHOLE WORKSHOPS, AND BUDGET WORKSHOPS; AND PROVIDING FOR AN EFFECTIVE DATE.
(Sponsored by Village Clerk Missy Arocha)

BACKGROUND AND ANALYSIS:
This memorandum provides a brief overview of the proposed resolution establishing the Village of Palmetto Bay's 2026 public meetings schedule, including Regular Council Meetings, Zoning and Land Development Meetings, Committee of the Whole Workshops, and Budget Workshops. The proposed resolution sets forth the official calendar of public meetings for the Village Council for the 2026 calendar year. Specifically, it establishes:

- Eleven (11) Regular Council Meetings in accordance with Section 4.1 of the Village Charter.
- Zoning and Land Development Permit Hearings (quasi-judicial) scheduled throughout the year.
- Virtual Committee of the Whole Workshops, including procedures for agenda submissions and cancellations.
- Mid-Year Town Hall Meetings/Budget Workshops in preparation for the Fiscal Year 2026–27 Budget.

The proposed 2026 schedule mirrors and conforms to the structure and format established by the Village Council for the prior year's public meetings calendar,

adopted via Resolution 2024-86 for the 2025 calendar year. The proposed meetings remain consistent with the practices approved by Council.

FISCAL/BUDGETARY IMPACT:
There is no fiscal or budgetary impact with the approval of this Resolution.

RECOMMENDATION:
Adopting the 2026 public meetings schedule ensures proper notice, promotes transparency, and provides residents with clear and predictable opportunities for participation in Village governance.

RESOLUTION NO. 2025-___

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PUBLIC MEETINGS FOR CALENDAR YEAR 2026; SCHEDULING THE FOLLOWING PUBLIC MEETINGS OF THE VILLAGE COUNCIL: REGULAR COUNCIL MEETINGS; ZONING AND LAND DEVELOPMENT MEETINGS; COMMITTEE OF THE WHOLE WORKSHOPS, AND BUDGET WORKSHOPS; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Village Clerk Missy Arocha)*

WHEREAS, the Mayor and Village Council of the Village of Palmetto Bay desire to announce the 2026 schedule for the Regular Council Meetings, for the Zoning and Land Development Meetings; Committee of the Whole Workshops, and Budget Workshops for the calendar year 2026; and

WHEREAS, the Village Council shall utilize the Village Hall Council Chambers located at 9705 E. Hibiscus Street, to hold its public meetings.

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

Section 1. Regular Meetings. Pursuant to Section 4.1 of the Village Charter, the Council shall host eleven (11) regular monthly meetings in each calendar year, at such times and places as the Council may prescribe. When a Regular Meeting falls on a legal or recognized religious holiday, or on a day of an event of importance to the Council, the meeting may be canceled or held on another day as by the Council.

The 2026 Regular Meetings of the Village Council shall be held at the Village Hall Council Chambers, 9705 East Hibiscus Street, Palmetto Bay, at 7:00 p.m., on:

January 12, 2026	July 6, 2026
February 2, 2026	September 14, 2026
March 2, 2026	October 5, 2026

April 6, 2026
May 4, 2026
June 1, 2026
November 2, 2026
December 7, 2026

Section 2. **Zoning and Land Development Permit Hearings**.

(a) The Village Council shall hold quasi-judicial hearings on applications for zoning, land development site plans at 7:00 p.m. on the following dates:

January 26, 2026
February 23, 2026
March 16, 2026
April 20, 2026
May 18, 2026
June 15, 2026
July 20, 2026
September 28, 2026
October 19, 2026
December 14, 2026

Section 3. **Virtual Committee of the Whole Workshops.**

(a) The Village Council shall hold virtual Committee of the Whole Workshops at 7:00 pm on the following dates:

January 13, 2026
March 10, 2026
May 12, 2026
July 14, 2026

(b) The Committee of the Whole meetings may be cancelled only upon a vote of three Council Members.

(c) Committee of the Whole agenda items for discussion must be submitted to the Clerk no later than ten (10) days prior to a scheduled Committee of the Whole meeting, and the Clerk shall post such items on a tentative agenda on the Village website. Agenda items may be removed at any time in advance of the meeting by the person who submitted the item, and the Clerk shall publish the official final agenda seven (7) days prior to the meeting.

(d) Committee of the Whole agenda items for discussion may be submitted by the Mayor, Vice Mayor, any Councilmember, the Manager, the Village Attorney, and the Village Clerk.

Section 4. Mid-Year Town Hall Meetings/Budget Workshops. The Village Council shall hold Town Hall Meetings/Budget Workshops in anticipation of the 2026-27 Fiscal Year Budget at 7:00 PM, together with the Village Manager, on the following dates:

June 24, 2026 July 29, 2026

Section 5. Agenda Process. The policy guide for the agenda process to prepare agendas for all public meetings is consistent with Resolution 2020-45 to ensure that Village staff has adequate time to receive information and documents required for agenda items, including publication requirements.

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

PASSED AND ADOPTED this 1st day of December 2025.

Attest: _____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore ___

Council Member Steve Cody ___

Council Member Marsha Matson ___

Vice Mayor Mark Merwitzer ___

Mayor Karyn Cunningham ___

AGENDA ITEM NO. 12.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 1, 2025
SUBMITTED BY:	Fanny Carmona, Parks and Recreation
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO OUR LADY OF THE HOLY ROSARY ST. RICHARD CATHOLIC SCHOOL ON SUNDAY, MARCH 8, 2026, FOR THE PURPOSE OF HOSTING A SCHOOL GALA; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and prepared by Parks & Recreation Director, Fanny Carmona)*

SUGGESTED ACTION:

ATTACHMENTS:

Memo-Our Lady of the Holy Rosary St. Richard Catholic School - Gala TE March 2026.doc
RESO-Our Lady of the Holy Rosary St. Richard Catholic School Fee Waiver March 2026 TE.doc
Our Lady of the Holy Rosary St Richard Catholic School _ Print _ Candid.pdf
Letter Head - HRSR PB.pdf

To: Honorable Mayor and Village Council

Date: December 1, 2025

From: Nick Marano, Village Manager

Re: Fee Waiver –Our Lady of the Holy Rosary St. Richard Catholic School-Gala at Thalatta Estate

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO OUR LADY OF THE HOLY ROSARY ST. RICHARD CATHOLIC SCHOOL ON SUNDAY, MARCH 8, 2026, FOR THE PURPOSE OF HOSTING A SCHOOL GALA; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

BACKGROUND AND ANALYSIS:

Our Lady of the Holy Rosary St. Richard Catholic School began in 1959 when Bishop Coleman F. Carroll issued a decree to erect the first new parish in the Miami Dioceses. Our Lady of the Holy Rosary St. Richard Catholic School is located between the Village of Palmetto Bay and Cutler Bay, serving students from Palmetto Bay and other neighboring cities. On November 28, 2010, to better serve the surrounding and growing community, Archbishop Favalora merged Holy Rosary parish with St. Richard parish creating Our Lady of the Holy Rosary St. Richard Catholic Church and School, also referred to as HRSR Catholic School.

Gretell Alfonso-Griffith, PTA mom from Our Lady of the Holy Rosary St. Richard Catholic School is requesting the use of Thalatta Estate to host a school gala on Sunday, March 8, 2026. Our Lady of the Holy Rosary St. Richard Catholic School is requesting a waiver of all fees in utilization of Thalatta Estate and associated amenities. Our Lady of the Holy Rosary St. Richard Catholic School will be required to comply with all applicable rules, regulations, and Ordinances.

FISCAL/BUDGETARY IMPACT:

It is estimated that the cost for renting the park space needed would not exceed $3,600.00; and staff cost to work the event will not exceed $136 (Grand Total of $3,736.00).

RECOMMENDATION:
Approval is recommended

Attachments (3):

- Fee waiver Request
- Summary of Fees
- Incorporation Status

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REGARDING PARKS AND RECREATION; AUTHORIZING THE USE OF THALATTA ESTATE AT NO COST, TO OUR LADY OF THE HOLY ROSARY ST. RICHARD CATHOLIC SCHOOL ON SUNDAY, MARCH 8, 2026, FOR THE PURPOSE OF HOSTING A SCHOOL GALA; AND PROVIDING AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Parks & Recreation Director, Fanny Carmona)*

WHEREAS, Our Lady of the Holy Rosary St. Richard Catholic School began in 1959 when Bishop Coleman F. Carroll issued a decree to erect the first new parish in the Miami Dioceses; and

WHEREAS, on November 28, 2010, to better serve the surrounding and growing community, Archbishop Favalora merged Holy Rosary parish with St. Richard parish creating Our Lady of the Holy Rosary St. Richard Catholic Church and School, also referred to as HRSR Catholic School; and

WHEREAS, Our Lady of the Holy Rosary St. Richard Catholic School is located between the Village of Palmetto Bay and Cutler Bay, serving students from Palmetto Bay and other neighboring cities; and

WHEREAS, Gretell Alfonso-Griffith, PTA mom from Our Lady of the Holy Rosary St. Richard Catholic School is requesting the use of Thalatta Estate to host a school gala on Sunday, March 8, 2026; and

WHEREAS, Our Lady of the Holy Rosary St. Richard Catholic School is requesting a waiver of all fees in utilization of Thalatta Estate and associated amenities.

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

Section 1. Our Lady of the Holy Rosary St. Richard Catholic School is hereby authorized to use Thalatta Estate, on Sunday, March 8, 2026, for the purpose of hosting a school gala and associated activities.

Section 2. Any and all established user fees are hereby waived, and Our Lady of the Holy Rosary St. Richard Catholic School shall have use of the needed park amenities at no cost; with the proviso that the recipient comply with all applicable rules, regulations and ordinances.

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

PASSED and **ADOPTED** this _____ day of December 2026.

Attest:

_____	_____
Missy Arocha	Karyn Cunningham
Village Clerk	Mayor

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

_____
John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiori _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Report generated on 11/19/2025

Subordinate organization

Our Lady of the Holy Rosary St Richard Catholic School

EIN 65-0626990

Location Cutler Bay, FL

Ruling year 1946

IRS subsection 501(c)(3) Public Charity

Organization type Schools, Public charities

Subscribe to Candid Ultimate to access compliance information. Learn more

IRS filing requirement

This organization is not required to file an annual return with the IRS because it is a religious organization.

Our focus

Subject area

Education

— Elementary and secondary education

NTEE codes

Elementary, Secondary Ed (B20)

Population served

Children and youth

Contact

Physical address

18455 SW 97th Ave Fl

Cutler Bay, FL 33157

Congressional district: Florida Congressional District 27

Related

Parent organization

United States Catholic Conference of Catholic Bishops

Washington, United States

EIN: 53-0196617

November 18, 2025
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, FL 33157

Re: Our Lady of the Holy Rosary St. Richards / Thalatta Estates Request

Dear Village of Palmetto Bay:

My name is Gretell Griffith and I am the HAS President for children's school Our Lady of the Holy Rosary. I am also a resident of the Village of Palmetto Bay, having the privilege of raising both of my children in such a beautiful community. I write to you in hopes that the Council will approve the School's request for use of the Thalatta Estate for our annual dance. For years we have been working together with the City of Palmetto Bay -- Career Day, Campus Ribbon Cutting ceremonies, the annual dance and so much more. This partnership is testament that we share commitment not only to education but to family and community.

We would be honored if you would consider allowing us to use the Thalatta Estate once again for this event. Your support would directly contribute to the success of our mission-uniting our community. Thank you for your time and I look forward to hearing from you soon.

Very Truly Yours,

Gretell Griffith

Home and School Association Board
Our Lady of the Holy Rosary St. Richards

AGENDA ITEM NO. 14.A

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 1, 2025
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 SURPLUS PROPERTY; AUTHORIZING THE VILLAGE MANAGER TO AUCTION SURPLUS PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE VILLAGE'S PROCUREMENT CODE AND FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso Memo - Surplus Property (2).doc
Reso - Surplus Property (2).docx
Exhibit A - Surplus Property List (2).docx

To: Honorable Mayor and Village Council

Date: November 10, 2025

From: Nick Marano, Village Manager

Re: VPB Surplus Property

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO SURPLUS PROPERTY; AUTHORIZING THE VILLAGE MANAGER TO AUCTION SURPLUS PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE VILLAGE'S PROCUREMENT CODE AND FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo*

BACKGROUND AND ANALYSIS:

Section 2-175(a) of the Village Code, styled "Procurement Process", authorizes the Village Manager to oversee the disposal of surplus property upon approval by the Village Council. The Village property identified on the attached list meets the requirements of Florida law in order for the property be offered for public sale through an online public auction platform. The surplus property includes items from the Police Department, Human resources and Communications, Parks and Recreation, and Finance. The required public notice of the auction and property shall be published and the Village Manager will oversee the auction process. The Village surplus property shall be sold through an online public auction, with all items sold in, an "as is, where is", condition and without warranty or guarantee.

FISCAL IMPACT:

The Village should not be charged to auction the property through an online public auction platform.

Attachments:

A. Surplus Property List

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATED TO SURPLUS PROPERTY; AUTHORIZING THE VILLAGE MANAGER TO AUCTION SURPLUS PROPERTY IN ACCORDANCE WITH THE PROVISIONS OF THE VILLAGE'S PROCUREMENT CODE AND FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Administration and Prepared by Procurement Specialist, Alessia Bencomo)*

WHEREAS, Section 2-175(a) of the Village Code, styled "Procurement Process", authorizes the Village Manager to oversee the disposal of surplus property upon approval by the Village Council; and

WHEREAS, the Village property identified on the attached list as Exhibit "A" ("Property") meets the requirements of Florida law in order for the property be offered for public sale through an online public auction platform; and

WHEREAS, the required public notice of the auction and Property shall be published and the Village Manager will oversee the auction process; and

WHEREAS, the Village Council finds that the disposal of the Property in accordance with the Village Code and applicable law is in the best interests of the Village; and

WHEREAS, the Village reserves the right to reject any and all bids for any property to be sold.

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. Village surplus property items identified on Exhibit A shall be sold through an online public auction, with all items sold in, an "as is, where is", condition and without warranty or guarantee.

Section 3. The Village Council hereby declares the Property described on Exhibit A as surplus property and authorizes the Village Manager and/or his designee to take all necessary and expedient action to effectuate the disposal of the Property in accordance with the intent of this Resolution.

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

PASSED and **ADOPTED** this 1st day of December 2025.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

Surplus Property List

Finance

1. Handheld Barcode Scanners
2. Handheld Barcode Scanners

Information and Technology

3. Model M273A. Lot of 2.
4. Ingenico iSC Touch 250
5. Honeywell HWK-4600g
6. Raven_Pro_360W. Lot of 2.

Human Resources & Communications

7. Universal Device Stand. Description: Black, adjustable, lightweight. Original knob is missing. Replacement doesn't tighten the adjustable extension.
8. Canon Power Shot SD800 IS 7.1 Megapixel; 3.8 Optical Zoom
    a. 1 Memory card
    b. 1 Manufacturer’s manual and inserts (sealed)
    c. 1 Software (CD)
    d. Note: No power cable, untested, sold as is.

Manager’s Office

9. Conference Table

Parks and Recreation

10. Black faux leather office chair
11. Traditional wood style desk with filing cabinet and storage.
12. Stihl blowers BG430 and BG600 both units are inoperable. Lot of 2.
13. Dixie Chopper Black Hawk Equipment Mower Unknown details.
14. Imperial Drain Cabinet
15. Classroom tables. Lot of 3.

P&Z

16. Wooden desktop with two drawers
17. Bookshelf with five shelves

Police Department

18. LPR and Speed Trailers. Lot of 2.

AGENDA ITEM NO. 14.B

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 1, 2025

SUBMITTED BY: Missy Arocha, Grants

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE WATER QUALITY IMPROVEMENT GRANT PROGRAM IN THE AMOUNT OF $1,435,500 TO FUND THE CONSTRUCTION OF SUB-BASIN 12 AND SUB-BASIN 42; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE GRANT AGREEMENT AND OTHER RELATED DOCUMENTS ON BEHALF OF THE VILLAGE, AND PROVIDING AN EFFECTIVE DATE. (*Sponsored by Administration and prepared by Grants Administrator, Christina Cotto and Public Services Director, Dionisio Torres)*

SUGGESTED ACTION:

ATTACHMENTS:
Memo-SB 12-42 Grant
Reso-SB 12-42
FDEP Standard Agreement No. C2402

To: Honorable Mayor and Village Council

Date: December 1, 2025

From: Nick Marano, Village Manager

Re: Grant Approval for Sub-Basins 12/42

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE WATER QUALITY IMPROVEMENT GRANT PROGRAM IN THE AMOUNT OF $1,435,500 TO FUND THE CONSTRUCTION OF SUB-BASIN 12 AND SUB-BASIN 42; 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 Dio Torres)*

BACKGROUND AND ANALYSIS:

Palmetto Bay submitted a grant application to the Florida Department of Environmental Protection (FDEP) requesting funding assistance under its FY 2024-25 Water Quality Improvement Grant Program for the construction of Sub-basin 12. Pursuant to the grant application, the Village was awarded $930,000 for the drainage project, which is prioritized in the Stormwater Master Plan. Shortly thereafter, the Village received a state appropriation in the amount of $505,000. The state appropriation is being funneled through the same grant program, bringing the total funding to $1,435,500. To maximize available funding, the Village petitioned the grant agency to combine the two drainage projects under the same agreement, which include sub-basin 12 and sub-basin 42. Both projects are shovel-ready and can be constructed within the allotted amount.

Construction of the sub-basins will mitigate flooding and improve the water quality of the Biscayne Bay Aquifer by adding catch basins, manholes, culverts, and exfiltration. A full analysis of the estimated pollutant loading showed the improvements will result in a significant reduction in the pollutant load contribution from sub-basins 12/42 to the Biscayne Bay Aquifer, including phosphorous, nitrogen, and suspended solids, as follows:

Sub-Basin 12	Sub-Basin 42
Phosphorous reduction: 13.92 kg/yr	Phosphorous reduction: 9.58 kg/yr
Nitrogen reduction: 105.97 kg/yr	Nitrogen reduction: 72.88 kg/yr
Total Suspended Solids reduction: 1,208.20 kg/yr	Total Suspended Solids reduction: 883.89 kg/yr

The project will commence upon the full execution of the grant agreement. Based on the project schedule, construction and grant closeout is anticipated for August 31, 2028.

Approval of this resolution authorizes the Village Manager to accept the grant and sign the required grant agreement and other related documentation. The agreement has been reviewed by the Village Attorney for legal sufficiency.

FISCAL IMPACT:
None. The grant does not require matching funds from the Village.

ATTACHMENTS:
A. State of Florida DEP Standard Grant Agreement No. C2402

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO GRANTS; ACCEPTING A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION UNDER THE WATER QUALITY IMPROVEMENT GRANT PROGRAM IN THE AMOUNT OF $1,435,500 TO FUND THE CONSTRUCTION OF SUB-BASIN 12 AND SUB-BASIN 42; 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 Dio Torres)*

WHEREAS, the Village is committed to mitigating flooding and improving the water quality of Biscayne Bay by reducing pollutant loads; and

WHEREAS, the Village previously submitted a grant application to the Florida Department of Environmental Protection (FDEP) and secured funding under the State's FY 2024-2025 Water Quality Improvement Grant Program to fund the construction of Sub-basin 12 in the amount of $930,000; and,

WHEREAS, shortly thereafter, the Village received a state appropriation in the amount of $505,000 also for Sub-basin 12, to be funneled through the same grant program; and

WHEREAS, the Village successfully petitioned the grant agency to combine the funding and include the Sub-basin 42 project, which is another shovel-ready stormwater project; and

WHEREAS, both stormwater projects can be constructed within the established budget and available grant funding; and

WHEREAS, the Village desires to move forward with the acceptance of the Water Quality Improvement Program grant award, and

the execution of the grant agreement with FDEP, which includes the state's legislative appropriation.

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

Section 1. The Village Council hereby accepts and approves the combined funding through the FDEP FY 2024-2025 Water Quality Improvement Grant Program and the legislative appropriation totaling $1,435,500 for the construction of Sub-basin 12 and Sub-basin 42.

Section 2. The Village Manager is authorized to execute the State of Florida Department of Environmental Protection Standard Agreement No C2402, attached hereto in substantial form and content as Exhibit A, along with any related documents on behalf of the Village.

Section 3. This Resolution shall take effect immediately upon passage.

PASSED and **ADOPTED** this 1st day of December, 2025.

Attest:

_____ _____

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

John Quick
Village Attorney
FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Palmetto Bay Stormwater Improvements - Sub-Basin 12**

Agreement Number: **C2402**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Village of Palmetto Bay**

Entity Type: **Local Government**

Grantee Address: **9705 East Hibiscus Street, Palmetto Bay, FL 33157**

FEID: **05-0541068**

(Grantee)

3. Agreement Begin Date: **July 1, 2024**

Date of Expiration: **August 31, 2028**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (25.6139, -80.3122)**

Project Description: **The Grantee will flush and clean current catch basins and pipes of debris, as well as modify or reconstruct, as required, to include sumps and baffles. New stormwater infrastructure will be constructed to support installation of a new exfiltration trench.**

5. Total Amount of Funding: **$ 1,435,500.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐ Federal	**BBAY, GAA LI 1856A, FY 24-25, GR**	$ **930,000.00**
■ State ☐ Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **505,500.00**
☐ State ☐ Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **1,435,500.00**

6. Department's Grant Manager

Name: **Cameron McMahan** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2944**

Email: **Cameron.McMahan@FloridaDEP.gov**

Grantee's Grant Manager

Name: **Christina Cotto** or successor

Address: **Village of Palmetto Bay**
9705 Hibiscus Street
Palmetto Bay, FL 33157

Phone: **786-791-8962**

Email: **ccotto@palmettobay-fl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Village of Palmetto Bay **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Nicholas Marano, Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____

Cameron McMahan, DEP Grant Manager

_____

Kyleigh Revis, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department

does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-

price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform

that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant

Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first

arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. The Grantee, its subgrantees, subcontractors and agents must also comply with the following civil rights laws and regulations:

i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. United States Executive Order (EO) 13166 (federal agencies required to ensure that recipients of federal financial assistance take reasonable steps to provide meaningful access to their programs and activities by Limited English Proficiency (LEP) persons).

vii. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage

costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.
If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.
To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.
If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.
If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:
(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.
Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:
(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.
Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.
This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.
Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.
This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. C2402

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Palmetto Bay Stormwater Improvements - Sub-Basin 12. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2024 and ends at the expiration of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity

This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Palmetto Bay Stormwater Improvements - Sub-Basin 12

PROJECT LOCATION: The Project will be located in Sub-Basin 12 (Lat/Long: [25.6139, -80.3122]) and adjacent Sub-Basin 42 (Lat/Long: [25.6134, -80.3153]) in the Village of Palmetto Bay within Miami-Dade County.

PROJECT BACKGROUND: Sub-basin 12 consists of approximately 25.26 acres of existing detached single-family residential development with approximately 2,290 linear feet of roadway. The drainage system in this sub-basin is a closed system with catch basins connected to an exfiltration trench located in the vegetated swales along the sides of the roadways. Based on an engineer's analysis of its impact on sea level rise, sub-basin 12 requires an additional exfiltration trench and associated stormwater infrastructure.

The Village of Palmetto Bay (Grantee) has determined that the current closed system is deficient in capacity, infrastructure age, and condition. Calculations confirmed that the existing infrastructure does not discharge adequate runoff during storm events, and it is subject to flooding. Improvements will reduce pollutant load contribution from three main pollutants from the sub-basin into the Biscayne Bay Aquifer, control flooding during and after major storm events, and improve surface water quality.

PROJECT DESCRIPTION: The Grantee will clean and flush all sediment and debris from existing catch basins and pipes and adjust catch basin elevations and locations to minimize accumulation of sediment and debris. Existing catch basins will be modified or reconstructed, as required, to provide sediment traps (sumps) and debris separating baffles to protect the exfiltration trench. Improvements include building additional catch basins, manholes, culverts and exfiltration to connect the catch basins within sub-basin 12 and adjacent sub-basin 42.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Palmetto Bay Stormwater Improvements - Sub-Basin 12 in accordance with the final design.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

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PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$1,435,500	07/01/2024	02/29/2028
		Total:	$1,435,500		

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2024-2025	37.112	Biscayne Bay Water Quality Improvement Grant - GAA LI 1856A	$930,000.00	140143
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects - GAA LI 1555	$505,500.00	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$1,435,500.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AGENDA ITEM NO. 14.C

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 1, 2025
SUBMITTED BY:	Alessia Bencomo, Public Services
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CONFIRMING THE VILLAGE'S COMMITMENT TO CONTINUE IBUS OPERATIONS THROUGH THE END OF FISCAL YEAR 2026; PROVIDING THAT DURING BUDGET WORKSHOPS THE VILLAGE WILL REVIEW TRANSIT OPTIONS, CAPITAL EXPENDITURE REQUIREMENTS, AND SOLICIT RESIDENT INPUT TO DETERMINE THE MOST APPROPRIATE TRANSIT SOLUTION FOR THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*
SUGGESTED ACTION:	

ATTACHMENTS:

Reso_-_Cont._IBUS (1).docx

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, CONFIRMING THE VILLAGE'S COMMITMENT TO CONTINUE IBUS OPERATIONS THROUGH THE END OF FISCAL YEAR 2026; PROVIDING THAT DURING BUDGET WORKSHOPS THE VILLAGE WILL REVIEW TRANSIT OPTIONS, CAPITAL EXPENDITURE REQUIREMENTS, AND SOLICIT RESIDENT INPUT TO DETERMINE THE MOST APPROPRIATE TRANSIT SOLUTION FOR THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Mayor Karyn Cunningham)*

WHEREAS, the Village has operated the IBUS service to provide local transit options that enhance connectivity for residents and reduce traffic congestion; and

WHEREAS, the Village Council recognizes the importance of maintaining continuity of transit services while evaluating future mobility needs and opportunities; and

WHEREAS, it is the intent of the Village to ensure that any long-term transit decisions are made in a transparent manner that includes financial analysis, resident participation, and consideration of capital investment requirements; and

WHEREAS, the Village Council desires to continue IBUS operations through at least the end of Fiscal Year 2026 while conducting a comprehensive review of alternative transit solutions during the upcoming budget workshops.

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

Section 1. Continuation of IBUS Operations. The Village Council hereby confirms that the Village will continue to maintain IBUS operations through the end of Fiscal Year 2026.

Section 2. Review of Transit Options. During Fiscal Year 2026 Budget Workshops, the Village Council and Administration

shall review available transit options, including potential service modifications or alternatives, and shall evaluate capital expenditure requirements associated with each option. Administration will also communicate with County transit staff when evaluating any potential service modifications or alternatives in an attempt to avoid any disruptions with the County Bus Rapid Transit.

Section 3. Public Input and Evaluation. The Village shall solicit and consider resident input, along with operational data, funding availability, and other relevant factors, to determine the most appropriate and sustainable transit solution for the Village.

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

PASSED and **ADOPTED** this 1st day of December 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.D

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE:	December 1, 2025
SUBMITTED BY:	Missy Arocha, Village Council
ITEM TYPE:	Resolution
AGENDA SECTION:	RESOLUTIONS WITH PUBLIC COMMENT
SUBJECT:	A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUIRING THE VILLAGE COUNCIL TO FORWARD TO THE VOTERS ALL REVISIONS RECOMMENDED BY THE CHARTER REVISION COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*
SUGGESTED ACTION:	

ATTACHMENTS:
Reso-Revisions to Electors

RESOLUTION NO. 2025 -

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, REQUIRING THE VILLAGE COUNCIL TO FORWARD TO THE VOTERS ALL REVISIONS RECOMMENDED BY THE CHARTER REVISION COMMISSION; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Councilmember Marsha Matson)*

WHEREAS, Section 6.2 (C) of the Charter of the Village of Palmetto Bay ("Charter Revision") provides in part that: If the Commission determines that an amendment or revision is needed, it shall submit the same to the Council no later than the deadline established by the County Commission on Elections so that the amendments or revisions may appear on the ballot for the next regularly scheduled election of the Village. Alternative proposals may be submitted. The Council shall submit suggested amendments and revisions to the electors of the Village in accordance with the provisions of Section 6.1, at the next regularly scheduled election; and,

WHEREAS, the outgoing Village Attorney, Mr. John Dellagloria, advised the Charter Revision Commission that pursuant to Section 6.2(C) of the Charter of the Village of Palmetto Bay the Village Council must submit to electors of the Village amendments or revisions to the Charter recommended by the Charter Revision Commission; and,

WHEREAS, Section 6.1 of the Charter of the Village of Palmetto Bay provides:

(A) The Charter may be amended in accordance with the provisions of Section 6.03 of the Home Rule Charter of Miami-Dade County. The Village shall enact an ordinance to implement this Article.

(B) If conflicting amendments are adopted at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict; and,

WHEREAS, Section 6.03 of the Home Rule Charter of Miami-Dade County provides in part:

(A) Any municipality in the county may adopt, amend, or revoke a charter for its own government or abolish its existence in the following manner: Its governing body shall, within 120 days after adopting a resolution or after the certification of a petition of ten percent of the qualified electors of the municipality, draft or have drafted by a method determined by municipal ordinance a proposed charter amendment, revocation, or abolition which shall be submitted to the electors of the municipalities. Unless an election occurs not less than 60 nor more than 120 days after the draft is submitted, the proposal shall be submitted at a special election within that time. The governing body shall make copies of the proposal available to the electors not less than 30 days before the election. Alternative proposals may be submitted. Each proposal approved by a majority of the electors voting on such proposal shall become effective at the time fixed in the proposal.

(B) All municipal charters, amendments thereto, and repeals thereof shall be filed with the Clerk of the Circuit Court.

WHEREAS, precedent establishes that the Village Council has submitted to electors of the Village all charter revisions recommended by the past Charter Revision Commission; and,

WHEREAS, the current Village Attorney, Mr. John Quick, opined that the Village Council is not required to submit the Charter Revision Commission's proposed revisions to Village electors; and,

WHEREAS, on October 23, 2025, the Charter Revision Commission voted unanimously (5-0) to suspend all further meetings until such time as the Village Council adopts a resolution affirming that the Council will approve forwarding to Village electors all charter revisions recommended by the Charter Review Commission; and,

WHEREAS, the work of the Charter Revision Commission fulfills a critical function of the Village Charter and is subject to statutory and election-related timelines, making clarification of the Commission's authority both necessary and urgent.

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

Section 1. The foregoing recitals are incorporated herein and made a part of this Resolution.

Section 2. The Village Council shall submit to Village electors all revisions to the Charter unaltered and recommended by the Charter Review Commission.

Section 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 1st day of December 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____

AGENDA ITEM NO. 14.E

Item Cover Page

REGULAR COUNCIL AGENDA ITEM REPORT

DATE: December 1, 2025

SUBMITTED BY: Missy Arocha, Village Council

ITEM TYPE: Resolution

AGENDA SECTION: RESOLUTIONS WITH PUBLIC COMMENT

SUBJECT: A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING THE "PALMETTO BAY PALS" VOLUNTEER WELLNESS CHECK PROGRAM TO SUPPORT RESIDENTS LIVING ALONE; DIRECTING THE VILLAGE MANAGER TO DESIGN AND IMPLEMENT A PILOT PROGRAM PROVIDING SCHEDULED WELLNESS CALLS AND RELATED SUPPORT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO PARTNERSHIPS WITH SCHOOLS AND NONPROFIT ORGANIZATIONS FOR VOLUNTEER RECRUITMENT AND TRAINING; PROVIDING FOR PROGRAM PARAMETERS, INCLUDING ELIGIBILITY, VOLUNTEER SCREENING, EMERGENCY PROTOCOLS, AND REPORTING; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

SUGGESTED ACTION:

ATTACHMENTS:
Reso-Palmetto Bay Pals

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, ESTABLISHING THE "PALMETTO BAY PALS" VOLUNTEER WELLNESS CHECK PROGRAM TO SUPPORT RESIDENTS LIVING ALONE; DIRECTING THE VILLAGE MANAGER TO DESIGN AND IMPLEMENT A PILOT PROGRAM PROVIDING SCHEDULED WELLNESS CALLS AND RELATED SUPPORT; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO PARTNERSHIPS WITH SCHOOLS AND NONPROFIT ORGANIZATIONS FOR VOLUNTEER RECRUITMENT AND TRAINING; PROVIDING FOR PROGRAM PARAMETERS, INCLUDING ELIGIBILITY, VOLUNTEER SCREENING, EMERGENCY PROTOCOLS, AND REPORTING; AND PROVIDING FOR AN EFFECTIVE DATE. *(Sponsored by Vice Mayor Mark Merwitzer)*

WHEREAS, the Village of Palmetto Bay has committed, through its Age-Friendly Action Plan and participation in the AARP Network of Age-Friendly Communities, to be a livable community for residents of all ages; and

WHEREAS, the Village's Age-Friendly Action Plan notes that approximately fifteen percent (15%) of Village residents are age sixty-five (65) or older and that many residents wish to remain in Palmetto Bay as they age, with access to social participation, communication, and community health supports; and

WHEREAS, the Age-Friendly Action Plan identifies social participation, respect and social inclusion, civic participation and employment, communication and information, and community and health services among its key domains of livability, and recognizes that loneliness and isolation negatively affect health and well-being, particularly for older adults who live alone; and

WHEREAS, a growing number of Village residents live alone, including older adults and persons with disabilities or chronic health conditions, and may experience increased risk of isolation, delayed emergency response, and diminished quality of life, especially during evening and nighttime hours when some conditions such as dementia

symptoms may worsen; and

WHEREAS, community-based wellness check programs in other jurisdictions, including volunteer phone reassurance programs and key lockbox initiatives coordinated with fire-rescue agencies, have demonstrated that simple, scheduled contact reduce preventable emergencies, support independent living, and provide peace of mind to participants and their families; and

WHEREAS, the Council wishes to authorize a time-limited pilot program known as "Palmetto Bay Pals," direct the Administration to develop detailed guidelines consistent with this Resolution, and require reporting so that the Council may evaluate whether to modify, expand, or discontinue the program in the future.

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. Establishment of "Palmetto Bay Pals" Program; Core Parameters.

(a) Establishment and Administration. The "Palmetto Bay Pals" Volunteer Wellness Check Program (the "Program") is hereby established as a Village program to be administered by the Village Manager through the Parks and Recreation Department or such other department as the Manager may designate.

(b) Eligible Participants. The Program shall be available, on a voluntary, opt-in basis, to residents of the Village of Palmetto Bay who:

(i) live alone or are functionally alone due to a caregiver's limited presence, distance, or work schedule; and

(ii) are generally sixty (60) years of age or older, or are younger adults living with disabilities, chronic health conditions, or other

vulnerabilities as determined by Program staff.

(c) Nature of Services. The primary service during the pilot shall be scheduled telephone (or, at the participant's election, video) wellness calls conducted by screened and trained volunteers approximately two to three times per week, or at such frequency as Program staff and the participant mutually agree. In-person wellness checks, if offered, shall be limited to porch or doorstep visits and shall not include routine entry into a dwelling by volunteers.

(d) Continuity of Assignments. To promote comfort, trust, and routine, Program guidelines shall, to the extent practicable, assign each participating resident to a primary volunteer or volunteer team and shall minimize unnecessary changes in assignments, recognizing that some reassignment may be required due to scheduling, safety, or other operational needs.

(e) Volunteer Eligibility, Screening, and Training. Adult volunteers shall be subject to background checks and such additional screening as the Manager and Village Attorney deem appropriate. Student volunteers shall primarily perform telephone or video wellness checks and shall not conduct unsupervised entry into private homes; any in-person activities involving minors shall follow written protocols established by the village attorney requiring, at a minimum, parental consent, group or paired visits, and appropriate adult supervision. All volunteers shall receive standardized training covering Program boundaries, privacy expectations, documentation of contact, and procedures for reporting concerns.

(f) Emergency and Referral Protocols. Volunteers shall be trained that they are not medical providers, social workers, or first responders and shall not offer medical, legal, or financial advice. Program guidelines shall, at a minimum, include a simple decision framework directing volunteers, in circumstances of:

(i) immediate danger or medical emergency, to call 911 without delay;

(ii) serious but non-emergency concerns, to notify

Program staff promptly the same day; and

(iii) ongoing social service or mental health concerns, to refer such concerns to Program staff for potential connection to appropriate agencies, including referral pathways for mental health crises.

(g) Key Lockbox / Emergency Access Component. The Manager is authorized and directed to consult with Miami-Dade Fire Rescue, Miami-Dade Sheriff's Office, and the Village Attorney to evaluate and, if feasible, implement an optional key lockbox or similar emergency access component for eligible participants, under which lockbox codes or keys are controlled solely by Fire-Rescue or other authorized first responders, and are accessed only in response to emergency calls or documented failure to respond to scheduled check-ins. Volunteers shall not be permitted to retain keys or independent access credentials to participants' homes.

(h) Boundaries and Disclaimers. The Village Attorney is authorized to create program materials and consent forms that shall, at a minimum, clearly state that the Program is voluntary, does not replace 911, 988, or regular medical care, does not guarantee that an emergency will be detected or prevented, and creates no entitlement or private right of action. Volunteers shall be prohibited from handling participants' money, banking information, or legal documents and from transporting participants in personal vehicles, except as may be expressly authorized.

(i) Confidentiality. The Program shall adopt reasonable procedures to protect participants' personal information, consistent with applicable law, while allowing necessary sharing of information with first responders and relevant agencies when safety concerns arise or when authorized by the participant.

Section 3. Pilot Implementation, Partnerships, Outreach, and Reporting.

(a) Pilot Term and Scale. The Program shall be implemented initially as a pilot of approximately twelve (12) to eighteen (18) months from the date the Manager announces that enrollment has opened. The initial enrollment target shall be not fewer than twenty-five (25) and up to fifty (50) participating residents, subject to available volunteers, staffing, and budget.

(b) Implementation Plan. Within one hundred twenty (120) days of the effective date of this Resolution, the Village Manager shall prepare, transmit, and include as part of the Manager's Report in the following council meeting, an implementation memorandum. No pilot enrollment shall commence until the Village Manager's implementation report has been presented to and approved by Council. The memorandum shall, at a minimum, discuss:

(i) final Program guidelines;

(ii) designated lead department and staff coordinator;

(iii) volunteer screening and training procedures;

(iv) proposed outreach strategy to residents and families;

(v) any recommended agreements with external partners; and

(vi) a preliminary timeline for pilot launch.

(c) Partnerships and Volunteer Recruitment. The Village Manager is authorized to coordinate and, where appropriate, enter into memoranda of understanding or similar non-binding agreements with public and private schools, colleges, faith-based organizations, civic groups, AARP or similar organizations, and other nonprofits to assist with volunteer recruitment, training, and outreach, provided that all volunteers are subject to the Program's screening and training requirements. The Village Manager is further authorized to coordinate with the Village Youth Community Involvement Task Force to support volunteer recruitment and youth engagement efforts for the Program. The Program shall be eligible to offer community service hour documentation to student volunteers who

meet participation requirements.

(d) Outreach to Residents. The Administration is encouraged to utilize multiple channels to reach potentially eligible residents and their families, including but not limited to Village newsletters, the Village website, social media, outreach through houses of worship and community organizations, existing senior programs.

(e) Monitoring and Reporting. Program staff shall maintain records sufficient to evaluate the pilot, including the number of enrolled residents and volunteers, number and frequency of completed wellness contacts, instances of emergency referrals or welfare checks, and aggregate satisfaction feedback from participants and volunteers. The Village Manager shall provide at least two written status reports to the Council during the pilot term, including one interim report approximately midway through the pilot and a final report within ninety (90) days of the pilot's conclusion, together with any recommendations regarding continuation, modification, expansion, or termination of the Program.

(f) Budget and Existing Resources. The Program shall be implemented using existing budgeted funds to the extent feasible. The Village Manager and/or his designee are hereby authorized to expend said budgeted funds to effectuate the terms and conditions of this resolution. If the Manager determines that additional funding is necessary for staffing, background checks, lockboxes, or other core Program costs, the Manager shall state as such in the memorandum pursuant to subsection (b) and bring a budget amendment to the Council for consideration during the next available budget process or Council meeting.

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

PASSED and **ADOPTED** this 1st day of December, 2025.

Attest:

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
John J. Quick
Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Steve Cody _____

Council Member Marsha Matson _____

Vice-Mayor Mark Merwitzer _____

Mayor Karyn Cunningham _____